

CENTRAL UNIVERSITY OF HIMACHAL PRADESH
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F. No. Bud.5-3/CUHP/2010/731-36

June 11, 2011

To

All Members of Finance Committee

Sub: *Minutes of the 2nd Meeting of the Finance Committee-Reg.*

Sir,

Kindly find attached herewith the Minutes of the 2nd Meeting of the Finance Committee of the Central University of Himachal Pradesh held on 11th June 2011 at 2.30 PM at the Camp Office of the Central University of Himachal Pradesh, Dharamshala, District Kangra.

It is requested that comments on the Minutes, if any, may please be sent by email at (vc.cuhimachal@gmail.com) 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.

CENTRAL UNIVERSITY OF HIMACHAL PRADESH



MINUTES

2nd Meeting of the Finance Committee

Held on 11th June, 2011 at 2:30 PM

**Venue: Camp Office, Central University of Himachal Pradesh
Dharamshala, District Kangra, Himachal Pradesh**

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2nd Meeting of the Finance Committee
held on 11th June 2011 at 2:30 PM
Venue: Camp Office, Central University of Himachal Pradesh
Dharamshala, District Kangra, Himachal Pradesh

MINUTES

The 2nd Meeting of the Finance Committee of the Central University of Himachal Pradesh was held on 11th June 2011 at 2:30 PM in the Camp Office of the University at Dharamshala.

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 Syed Shahid Mahdi	Member
(Nominee of the Executive Council)	
5. Shri R.D. Sahay	Member
(Nominee of the Visitor)	
6. Shri S.C. Chadha	Member
(Nominee of the Visitor)	
7. Dr.K.D. Lakhanpal	Special Invitee
Registrar	
8. Shri B.R. Dhiman	Secretary
Finance Officer	

2. Shri Naveen Soi, 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 introduced the Members of first Finance Committee. He thanked each one of them for being on the Finance Committee of the University and sparing their valuable time to be here to attend the meeting. He informed that Dr. K.D. Lakhanpal and Shri B.R. Dhiman have joined as the first Registrar and first Finance Officer of the University, respectively. Shri Dhiman is attending the meeting as Secretary of the FC for the first time. The Vice-Chancellor further informed that a proposal sent by the University to the University Grants Commission for start of new programmes during the year 2011-12, financial requirements and teaching as well as non-teaching positions needed to run the said programmes. Based on the said proposal, the UGC has sanctioned development grant amounting to Rs.50 crores for the current financial year, in addition to the unspent balance of the previous years. The UGC has also accorded approval for the start of new academic programmes, besides the creation of teaching positions for which separate agenda item has been listed for the business of the Finance Committee. However, the non-teaching positions have yet to be cleared by the UGC. The Vice-Chancellor also informed that the Procurement rules, motor vehicle rules and medical attendance rules of the University are also been prepared is being placed before the Finance Committee.

After this, the Agenda was taken up for discussion.

Item No.2.1: Confirmation of the minutes of the 1st meeting of the Finance Committee held on 12.2.2011.

The minutes of the 1st meeting of the Finance Committee held on 12.2.2011, were confirmed.

Item No.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.

ITEMS FOR REPORTING AND RATIFICATION

Item No.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 Mid semester and End semester viva voce examinations of PG students are conducted for which Examiners from outside the University are to be invited. In order to facilitate the conduct of such viva voce examinations, the Vice-Chancellor has fixed Rs.500.00 per sitting as the rates of honorarium for the External Examiners.

The Finance Committee considered and recommended to the Executive Council for ratification.

Item No.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 (Annexure2.4A-).

A Technical Infrastructure Development Committee was constituted which among other things was also to guide and render advice for having Office automation programme/ERP of the University. The Committee sufficient initiative in this regard and held a series of meetings, as well. However, it has not yet materialised. In the meanwhile, in one of its meetings, the Technical Infrastructure Development Committee also considered the proposal of receiving and processing online applications for admissions to different courses as also for appointments to teaching and non-teaching posts. The vendors who made presentation for ERP solutions before the Technical Infrastructure Development Committee were also asked by the Committee to express their interest for providing online solutions for admission/recruitment. The following vendors who gave their presentation for ERP solution were asked to give their offers for online admission/recruitment solutions:

1. M/S MGRM Net, New Delhi
2. M/S Oracle India Pvt. Ltd. Gurgaon
3. Revolution Next Technologies, Ludhiana
4. Total IT solutions New Delhi
5. M/S Cyberica-Net Technologies, Pvt Ltd. New Delhi

Out of these, three vendors viz. M/S MGRM Net, New Delhi, Total IT solutions New Delhi and M/S Cyberica-Net Technologies, Pvt Ltd. New Delhi, submitted their offers which were opened and processed by the Technical Infrastructure Development Committee. On the recommendations of the said Committee the work of receiving and processing online applications for admissions to different courses as also for appointments to teaching and non-teaching posts, has been awarded to M/S Cyberica-Net Technologies, New Delhi, as per Annexure-. A perusal of the award letter shows that for this work the firm is to charge Rs.20,000.00 as onetime payment and Rs.100.00 per application as processing charges.

The Finance Committee considered and recommended to the Executive Council for ratification.

ITEMS FOR CONSIDERATION AND APPROVAL

Item No.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 Annual Accounts of the University for the year 2009-10 were considered and approved by the Executive Council vide item No.1.1(S) of its first meeting held on 24.7. 2010. The matter was thereafter taken up with the Comptroller and Auditor General of India vide this office letter No.Comp.1-1/CUHP/2010/417-19 dated 17.8.2010 for getting the accounts audited, followed vide reminders of even number dated 24.9.2010, 15.10.2010 and 22/23.11.2010. The CAG audit party has finally undertaken the audit of accounts of the University on December 13-18, 2010. The draft audit report of the CAG has been received which is placed before the Finance Committee for consideration.

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, 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 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 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 No.2.6: To place before the Finance Committee the Annual Accounts for the financial year 2010-11 (Annexure 2.6A).

The annual accounts of the university have been prepared by the Finance Officer of the University, in terms of the provisions of Statute 7(7)(c), who is responsible for the preparation of annual accounts of the university and for their presentation to the Executive Council. The annual accounts so prepared by the Finance Officer are required to be laid before the Finance Committee for consideration and comments in terms of Statute 17(7) and thereafter, the accounts are required to be submitted to the Executive Council for approval. As per the instructions issued in this behalf by the Ministry of Human Resource Development, Govt. of India, issued vide their D.O. letter No.F.19-18/2003-IFD dated 23.5.2008, the annual accounts are required to be prepared and got adopted by the Executive Council by 30th June of the following year before being sent to the audit authorities for commencement of audit.

The annual accounts have been prepared strictly as per the Common Format of Accounts, guidelines and instructions issued by the University Grants Commission vide their letter No.F.17-1/97(CU) dated 29.9.2003, consisting of Balance sheet, Income & Expenditure Account, Schedules to the said Financial statements, Instructions and Accounting Principles and Statement of Receipts and Payments. The accounts have been prepared on accrual basis and taking into account the component of depreciation at the rates provided in the Income Tax Act.

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.

Item No.2.7: To place before the Finance Committee the creation of following teaching positions:

Sr. No.	Discipline	Teaching Positions			
		Prof.	Assoc. 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 &	-	-	1*	1

	Information Science				
	ii) Department of Mathematics	-	-	1*	1
	iii) Department of Computer Sc. & Informatics	1	2	4	7
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

**Earlier the UGC had approved three posts of Assistant Professors in each Department. As such, these posts are the back log posts in the Departments so as to bring the total ratio of teaching positions as per UGC norms approved now (1 Prof., 2 Assoc. Prof. And 4 Asstt. Professors).*

The proposal for the start of new programmes during the year 2011-12 together with proposal seeking financial assistance and sanction of the teaching and non-teaching positions was sent to the University Grants Commission with reference to their letter F.No.57-2/2009(CU) dated 9.12.2010.

The University Grants Commission vide their letter No. 57-2/2009(CU) dated 29.4.2011(Annexure 2.7A), have conveyed the approval to open maximum of 20 departments by the end of XI Plan for which no prior approval of the UGC will be

required and according 140 teaching positions (1 Professor, 2 Associate Professors and 4 Assistant Professors for each Department), have been approved. This is including the existing programmes which had already been approved by the UGC.

During the year 2010-11, 48 teaching positions were created. With the present creation of posts the total teaching strength shall come to be (48+78) 126 positions and 18 Departments, whereas the UGC has conveyed approval for 20 Departments with 140 teaching strength. Thus, the establishment of two more Departments with 14 positions shall be considered once the decision to establish two new Departments is taken by the university authorities.

The power for the creation of posts is vested in the Executive Council vide Statutes 12(2)(iv) of the first Statutes of the University and all such proposal relating to creation of posts are to be examined by the Finance Committee before they are considered by the Executive Council (Statutes 17(6)).

The Finance Committee considered and recommended the creation of above teaching posts to the Executive Council for approval.

Item No.2.8: To place before the Finance Committee the proposal for the purchase of vehicles for the Registrar and Finance Officer.

The first Registrar and first Finance Officer have joined the University. As per the University Ordinances governing the service conditions of the Registrar and Finance Officer, these officers are entitled for university vehicles. At present there are only two vehicles which have been kept in pool and are extensively used in view of the location of university activities at different places. As such two new vehicles for Registrar and Finance Officer are required to be purchased. The expenditure shall be met out of the available development grant for the current financial year. The budgetary provision does exist for the purpose in the Budget Estimates for the year 2011-12.

The Finance Committee considered and recommended the purchase of two vehicles of approved models, to the Executive Council for approval.

Item No.2.9: To place before the Finance Committee, the following Draft Ordinances.

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
i) 37	Delegation of Administrative Powers Annexure 2.9(iv)A

- (i) The Motor vehicle Rules of the University have been drafted keeping in view the provisions of General Financial Rules as well as Staff Car Rules of Government of India.
The rules have been formulated as Ordinance No.34 and are placed before the Finance Committee as per **Annexure 2.9(i)A**, for kind consideration and recommendation to the Executive Council for approval.
- (ii) The provision of adequate and timely supply of goods and services/consultancies etc. in a newly created organization like ours is of paramount importance so as to achieve the targets set out by the University. At the same time, any public procurement of goods or services is required to be guided by high standards of financial discipline for making it not only fair and transparent but also to observe the canons of financial propriety. Keeping these factors in view an attempt has been made to lay down the rules, procedure, principles and financial powers delegated and enjoyed by various functionaries, for procurement of goods and services in the University so that diverse practices and discretionary methods do not tend to create confusion in the long run. Thus the present rules known as 'CUHP procurement of goods and services Rules 2010' have been formulated.
- (iii) These rules have been drafted in conformity with the General Financial Rules of Government of India and instructions issued from time to time by the Ministry of Human Resource Development and the University Grants Commission, and other Central Government Agencies, for public procurement. In addition, the Manual on Policies and Procedures for Purchase of Goods of the Ministry of Finance, Department of Expenditure; CSIR Purchase Rules for Goods & Services, 2008; Pondicherry University Purchase Procedure 2008; Himachal Pradesh Financial Rules 2009, instructions issued by the Central Vigilance Commission, Reference Hand Book on Procedures and Guidelines for Procurement of Goods/Equipments, Works and Consulting Services, Ministry of Agriculture, Government of India, Manual of Director General of Supplies and Disposals, Government of India, etc. etc. have been consulted.
- (iv) The rules have been formulated as Ordinance No.35 and are placed before the Finance Committee as per **Annexure 2.9(ii)A**, for kind consideration and

recommendation to the Executive Council for approval. The rules as approved by the Finance Committee/Executive Council shall be printed/published in the form of booklet/manual.

- (v) The delegation of financial powers and administrative powers to various functionaries of the University has been prepared and placed before the Finance Committee as **Ordinance 36 and 37 [(Annexure 2.9(iii) and Annexure 2.9(iv)]**, respectively, for kind consideration and recommendation to the Executive Council.

The Finance Committee considered and recommended the above Ordinances to the Executive Council for approval.

Item No.2.10(T): To place before the Finance Committee, the Draft Ordinance 39 'CUHP Medical Attendance Rules 2011' (Annexure 2.10A)

The draft Ordinance 39 entitled, "CUHP (Medical Attendance) Rules 2011 have been prepared and are placed before the Finance Committee for consideration and recommendation to the Executive Council for approval.

The Finance Committee considered and recommended the above Ordinances to the Executive Council for approval since these are as per CS (MA) Rules, 1944.

Item No.2.11(T): To place before the Finance Committee, the Minutes of the 1st meeting of the Building Committee held on 11.6.2011. (Annexure 2.11A)

Item No.1:To place before the Building Committee the Master Plan of the University for its Dhauladhar Campus Dharamshala and Beas Campus Dehra.

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.

Observations of the Finance Committee: The Finance Committee considered the recommendation of the Building Committee and recommended it for approval to the Executive Council.

Item No.2:To place before the Building Committee the proposal for appointing M/S RITES Ltd. As Project Management Consultants for Campuses development.

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:

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.
3. 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.

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.

Item No.2.12:

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 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.

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 1st meeting of Finance Committee held on 12.2.20110.

Item No.	Item	Decision Taken	Action taken																																																																						
Item 1.1	<p>Creation of Teaching positions: The following teaching positions have been created in the university with the approval of the University Grants Commission:</p> <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>Assoc. Prof.</th> <th>Asstt. Prof.</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>School of Business & Management Science</td> <td>3</td> <td>6</td> <td>9</td> <td>18</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>1</td> <td>2</td> <td>3</td> <td>6</td> </tr> <tr> <td></td> <td>(ii)Department of Mathematics</td> <td>1</td> <td>2</td> <td>3</td> <td>6</td> </tr> <tr> <td>3.</td> <td>School of Social Sciences</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>(i)Department of Social Work</td> <td>1</td> <td>2</td> <td>3</td> <td>6</td> </tr> <tr> <td></td> <td>(ii)Department of Economics</td> <td>1</td> <td>2</td> <td>3</td> <td>6</td> </tr> <tr> <td>4.</td> <td>School of Humanities & Languages</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Department of English</td> <td>1</td> <td>2</td> <td>3</td> <td>6</td> </tr> <tr> <td></td> <td>Total</td> <td>8</td> <td>16</td> <td>24</td> <td>48</td> </tr> </tbody> </table>	Sr.No.	Discipline	Teaching positions				Prof.	Assoc. Prof.	Asstt. Prof.	Total	1.	School of Business & Management Science	3	6	9	18	2.	School of Mathematics, Computer & Information Science						(i)Department of Library & Information Science	1	2	3	6		(ii)Department of Mathematics	1	2	3	6	3.	School of Social Sciences						(i)Department of Social Work	1	2	3	6		(ii)Department of Economics	1	2	3	6	4.	School of Humanities & Languages						Department of English	1	2	3	6		Total	8	16	24	48	<p><i>The Finance Committee noted the action taken and recommended to the Executive Council for ratification.</i></p>	<p>The recommendation of the Finance Committee have been approved by the Executive Council vide item 2.10 of its 2nd meeting held on 13.2.2011. The item being reported items, no action is required.</p>
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Item 1.2	<p>Creation of Non-Teaching (technical and non-technical) positions: The following positions have been created in the university with the approval of the University Grants Commission:</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Designation</th> <th colspan="2">Approved Core Pay Scale</th> <th rowspan="2">No. of Posts approved by UGC</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>Pay Band</th> <th>Grade Pay</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Deputy Librarian</td> <td>15600-39100</td> <td>8000</td> <td>1</td> <td></td> </tr> <tr> <td>2.</td> <td>Assistant Librarian</td> <td>15600-39100</td> <td>6000</td> <td>1</td> <td></td> </tr> <tr> <td>3.</td> <td>Semi Professional Assistant</td> <td>5200-20200</td> <td>2800</td> <td>1</td> <td></td> </tr> </tbody> </table>	Sl. No.	Designation	Approved Core Pay Scale		No. of Posts approved by UGC	Remarks	Pay Band	Grade Pay	1.	Deputy Librarian	15600-39100	8000	1		2.	Assistant Librarian	15600-39100	6000	1		3.	Semi Professional Assistant	5200-20200	2800	1		<p><i>The Finance Committee noted the action taken and recommended to the Executive Council for ratification.</i></p>	<p>The recommendation of the Finance Committee have been approved by the Executive Council vide item 2.10 of its 2nd meeting held on 13.2.2011. The item</p>																																												
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CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

4.	Library Attendant	5200-20200	1800	2		being reported items, no action is required.
5.	Private Secretary	9300-34800	4600	3	<i>One for VC, one for Registrar and one for Finance Officer</i>	
6.	Personal Assistant	9300-34800	4200	1	<i>For Vice-Chancellor</i>	
7.	System Analyst	15600-39100	5400	1		
8.	Technical Assistant	5200-20200	2800	1		
9.	Laboratory Assistant	5200-20200	2000	1		
10.	Laboratory Attendant	5200-20200	1800	1		
11.	Driver	5200-20200	1900	3	<i>One for VC, one for Registrar and one for Finance Officer</i>	
12.	Peon/Office Attendant	5200-20200	1800	4	<i>2 for Vice Chancellor, 1 for Registrar and one for Finance Officer</i>	
13.	Cook	5200-20200	1900	1	<i>For Vice-Chancellor</i>	
For Administration/Finance/Academic/Examination Services						
14.	Deputy Registrar	15600-39100	7600	2		
15.	Internal Audit Officer	15600-39100	7600	1	<i>On deputation</i>	
16.	Assistant Registrar	15600-39100	5400	2		
17.	Section Officer	9300-34800	4600	2		
18.	Assistant	9300-34800	4200	4		
19.	UDC	5200-20200	2400	4		
20.	LDC	5200-20200	1900	4		
21.	Executive Engineer	15600-39100	6600	1		
22.	Assistant Engineer	9300-34800	4600	1		
23.	Junior Engineer (Civil)	9300-34800	4200	1		
24.	Junior Engineer (Elect.)	9300-24800	4200	1		
25.	Caretaker	5200-20200	1900	1		

Further, the non-teaching posts already conveyed by the UGC vide letter No. F.52-1/2010(CU) dated 23.03.2010 on deputation/short-term/contract basis now may be treated as cancelled except 3 statutory posts (Registrar, Finance Officer and Controller of Examination).

As a consequential action, the salary of the staff earlier appointed on deputation/short term contract basis has been charged against the appropriate posts. However, the salary of two data entry operators is charged against the post of LDCs and that of the two OSDs have been charged against the posts of Registrar and Finance Officer, till the filling up of these positions, which have already been advertised and likely to be filled up shortly.

Item 1.3	<p>To report to the Finance Committee the matter regarding laying down the TA/DA and conveyance allowance rules/rates in respect of outside official and non-official members and Experts (Annexure 1.3A).</p> <p>The university has been calling various dignitaries/members/Experts for attending the meetings of various bodies/authorities of the university, selection committees and for transacting other business of the university, restricting the payment of TA/DA as per Govt. Of India, and that of conveyance allowance as per HP Govt. Rates. As a result, at occasions difficulties are being faced by the hon'ble members. As a matter of fact there is provision for payment of taxi/own car charges at the rates fixed by the State Transport Authority in the State concerned. In the State of Himachal Pradesh, such rates were fixed in the year 2005 which were found to be irrational in today's context. It was therefore, found desirable that the university may have its own well written arrangement on the lines of the UGC and a copy of such rates is invariably made available to all such members along with invitation letter, so as to avoid any inconvenience to them. Accordingly, the procedure/rules/ rates as per Annexure-1.3A have been prescribed by the Hon'ble Vice-Chancellor, in anticipation of the Finance Committee/Executive Council, w.e.f. 1st October, 2010 on the UGC lines.</p>	<p><i>The Finance Committee noted the action taken and recommended to the Executive Council for ratification. The Finance Committee recommended that the limit of 350 kms (one side) stipulated under para (A)(iii) in Annexure 1.3A should be deleted.</i></p>	<p>The recommendation of the Finance Committee have been approved by the Executive Council vide item 2.10 of its 2nd meeting held on 13.2.2011. The rules as recommended by FC and approved by EC have been notified vide notification No.Bud.3-4/CUHP/2010/2360-65 dated 7.3.2011</p>
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CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

Item 1.4	<p>To place before the Finance Committee the action taken by the Vice Chancellor for fixing the rates of remuneration/honorarium to be paid to different staff deployed for the conduct of 'The Research Entrance Aptitude Test TREAT 2010', as under:</p> <table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Particulars</th> <th>Rates (rupees)</th> </tr> </thead> <tbody> <tr> <td colspan="3">Coordinator TREAT and paper setter</td> </tr> <tr> <td>1.</td> <td>Paper Setter (multi choice questions)</td> <td>40.00 per (MCQ) question</td> </tr> <tr> <td>2.</td> <td>Coordinator TREAT</td> <td>2,500.00 per test</td> </tr> <tr> <td colspan="3">Conduct of TREAT</td> </tr> <tr> <td>3.</td> <td>Centre Superintendent</td> <td>1000.00 per day</td> </tr> <tr> <td>4.</td> <td>Deputy Superintendent</td> <td>750.00 per day</td> </tr> <tr> <td>5.</td> <td>Accounts Incharge</td> <td>750.00 per day</td> </tr> <tr> <td>6.</td> <td>Invigilator</td> <td>400.00 per day</td> </tr> <tr> <td>5.</td> <td>Accounts Assistant</td> <td>250.00 per day</td> </tr> <tr> <td>6.</td> <td>Office Assistant</td> <td>225.00 per day</td> </tr> <tr> <td>6.</td> <td>Driver/Daftri</td> <td>75.00 per day</td> </tr> <tr> <td>7.</td> <td>Class IV/water man/sweeper</td> <td>75.00 per day</td> </tr> <tr> <td colspan="3">Evaluation work</td> </tr> <tr> <td>8.</td> <td>Evaluation of scripts</td> <td>Rs.3.00 per script</td> </tr> <tr> <td>9.</td> <td>Rechecking of scripts</td> <td>Rs.3.00 per script</td> </tr> <tr> <td>10.</td> <td>Supervision of evaluation</td> <td>Rs.1.50 per script</td> </tr> <tr> <td>11.</td> <td>Tabulation</td> <td>Rs.1.00 per entry</td> </tr> <tr> <td colspan="3">Group discussion/personal interview</td> </tr> <tr> <td>12.</td> <td>External member</td> <td>Rs.1000.00 per day</td> </tr> <tr> <td>13.</td> <td>Internal member</td> <td>Rs.500.00 per day</td> </tr> </tbody> </table> <p>In addition, the staff deployed for conduct of TREAT, evaluation work and GD/PI shall be entitled for refreshment @ Rs.25.00 per head per day. For any other category or work, the remuneration shall be sanctioned by the Vice-Chancellor on the recommendation of the Coordinator TREAT.</p>	Sr.No.	Particulars	Rates (rupees)	Coordinator TREAT and paper setter			1.	Paper Setter (multi choice questions)	40.00 per (MCQ) question	2.	Coordinator TREAT	2,500.00 per test	Conduct of TREAT			3.	Centre Superintendent	1000.00 per day	4.	Deputy Superintendent	750.00 per day	5.	Accounts Incharge	750.00 per day	6.	Invigilator	400.00 per day	5.	Accounts Assistant	250.00 per day	6.	Office Assistant	225.00 per day	6.	Driver/Daftri	75.00 per day	7.	Class IV/water man/sweeper	75.00 per day	Evaluation work			8.	Evaluation of scripts	Rs.3.00 per script	9.	Rechecking of scripts	Rs.3.00 per script	10.	Supervision of evaluation	Rs.1.50 per script	11.	Tabulation	Rs.1.00 per entry	Group discussion/personal interview			12.	External member	Rs.1000.00 per day	13.	Internal member	Rs.500.00 per day	<p><i>The Finance Committee noted the action taken and recommended to the Executive Council for ratification. The Finance Committee recommended that the rate of R.3.00 per script for evaluation of scripts is very less and as such for future it should be Rs.5.00 per script.</i></p>	<p>The recommendation of the Finance Committee have been approved by the Executive Council vide item 2.10 of its 2nd meeting held on 13.2.2011. The item being reported items, no action is required. The recommendation regarding rate of Rs.5.00 per script has been noted for future.</p>
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Item 1.5	<p>To place before the Finance Committee (i) the action taken by the Vice-Chancellor to assign the work of "Survey of identified sites, Zoning of campuses, preparation of Master Plan, Environment impact and Assessment" to EdCIL India Limited (Annexure 1.5A(i)&(ii) and (ii) Constitution of adhoc building Committee, together with its recommendations.</p> <p>It is to apprise the Finance Committee that in order to expedite the case regarding transfer of land to the University, a meeting regarding FCA clearance in respect of identified land for the establishment of Central University of Himachal Pradesh at Dharamshala and Dehra, was held with the Chief Conservator of Forests, Dharamshala in the Chamber of the Vice-Chancellor wherein Chief Conservator of Forests, Dharamshala, OSD Admn. and OSD Acad and the Dy. Registrar CUHP were present.</p> <p>In the said meeting it was informed by the Chief Conservator of Forests that apart from the information to be supplied by the Forest and Revenue departments, the University shall have also to provide the following information:</p> <p>1. Survey of the identified sites, vegetation and contouring etc.</p>	<p><i>The Finance Committee noted the action taken for constitution of Adhoc Building Committee and awarding the work to the EdCIL. The Committee further perused the deliberations that took</i></p>	<p>The recommendation of the Finance Committee have been approved by the Executive Council vide item 2.10 of its 2nd meeting held on 13.2.2011. The item being reported items, no action is</p>
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<p>2. Zoning of the campuses and Master Plan 3. Environmental impact and assessment study thereof</p> <p>The above information was a pre requisite and required to be enclosed along with the document for getting FCA clearance. Therefore, these documents/information was to be made available on top priority and without any loss of time.</p> <p>In this connection the matter regarding identification and appointment of Architect, also came up for discussion/decision before the Executive Council in its 1st meeting held on 24.7.2010 vide item No.1.26. The Executive Council considered the proposal and was of the opinion that the University should, as on now, appoint/engage the services of Architect/Town Planner for preparation of the Master Plan, layout and zoning and that the appointment of architect for building construction work may be taken up later. The EC authorised the VC to appoint Architect for the development of Master Plan, layout and zoning.</p> <p>Therefore, keeping in view the urgency of the matter was taken up with the EdCIL India Limited for carrying out the work of preparation of Master Plan, survey of the sites, zoning of the campuses and environmental impact assessment, by the Vice-Chancellor, in exercise of the authorisation accorded by the Executive Council.</p> <p>The proposal received in this behalf from the EdCIL was placed before the Adhoc Building Committee of the University. The first meeting of the Adhoc Building Committee of the University was held on 9.10.2010. The Vice-Chancellor gave a brief overview about the setting up of the Central University of Himachal Pradesh. He shared with the members that this is one of the 15 Universities established in the country by virtue of enactment of Establishment of Central Universities Act 2009. He informed that this university started its function from 20.01.2010 and further apprised the members about the latest status of the activities of the Central University of Himachal Pradesh. He informed the members that the University shall consist of two campus viz. Dhauladhar campus at Dharamshala and the Beas campus at Dehra for which about 167 acres of land at Indru Nag Dharamshala and 900 acres at Dehra shall be provided by the State Govt. for which the papers are being processed for getting the land transferred in the name of this University. He also briefed the members about the status of transfer of land and the requirements for getting the EFC clearance. He apprised the members about the constitution of the present Adhoc Building Committee of the university and its terms of reference. He also gave a brief account of the academic programmes of the university vis-à-vis the academic, administrative, residential, central facilities, students activities and other common buildings which will come up at the two campuses of the university.</p> <p>The Vice-Chancellor also apprised the members that one of the requirements for moving the case for EFC clearance is that the university should have its Master Plan and environment impact assessment. In order to expedite the process, the matter was taken up with the EdCIL (India) Limited, which is a Government of India undertaking, for conducting the contour survey, Geo-technical survey, hydrological survey, zoning of the campuses and prepare the Master Plan. The Vice-Chancellor earnestly requested the members to advise the University if the scope of work has been planned by the EdCIL properly or there are certain things which need to be deleted or added therein and further stated that there was very scanty information available with the university about the scope of work, time frame and the genuine expenditure etc. involved for this type of work, the advice of the committee members will go a long way in proper planning at the initial stage.</p> <p>The case was examined threadbare by the Committee and it was unanimously</p>	<p><i>place during the meetings of the Adhoc Building Committee and noted the payment made to EdCIL. The Committee recommended the matter to the Executive Council for ratification.</i></p>	<p>required.</p>
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<p>felt that the scope of work, time frame and estimates of expenditure given by the EdCIL for Site Inspection, Detailed Contour survey, Geo-technical investigations and Hydrological survey were quite genuine and the university should go ahead to award the work. However, before getting the Master Plan prepared, the EdCIL may be asked to depute their responsible officer for discussions with the Committee members. It was however decided that at the time of awarding the work, the following specific points should be included in the scope of work:</p> <ol style="list-style-type: none"> 1. Contour Survey work: Detailed contour survey should be carried out. Contour interval should not be more than 5 meters. It should include depiction of all existing physical features like electricity lines, nallahs, trees, road infrastructure, houses, temples, water sources etc. The hard copies of the report along with soft copy of the contour survey in auto cad should be submitted to the university. 2. Geo Technical Investigations should also include type of soil, sliding zone, etc. 3. The Master Plan should include zoning of the academic, administrative, residential and other buildings, road net work, sewerage system, electricity and sanitary lines, drainage system, water harvesting, land scaping, green area, etc. It should give 3D view of the Master Plan. It should also give details of the trees to be fell/uprooted for providing the above facilities vis-à-vis tentative cost of construction of buildings. <p>Accordingly the matter was taken up with the EdCIL India to submit their revised proposal and come up for discussion in view of above specific observations of the Adhoc Building Committee. The EdCIL submitted their revised proposal and their representatives also offered to come up for discussion. Accordingly another meeting of the Adhoc Building Committee was convened on 15.10.2010 and the representatives of EdCIL were asked to appear before it on this date.</p> <p>The Vice-Chancellor briefed the representatives from the EdCIL about the discussions and view point of the university as a result of the last meeting of the Committee and the points of doubts and other clarifications needed in regard to contour survey, geo-technical survey, hydrological survey and the Master Plan. Shri I.S. Sidhu, Chief General Manager of the EdCIL intimated that they have received a letter from the University about all these points. He stated that the issues/points mentioned the said letter, are already included in the scope of work. He further stated that in the scope of work they keep open ended proposal to accommodate the requirement of the client. He stated that generally they do contour survey at 15 meters interval but in this case it will be done with 5 meter intervals or even at lesser scale, if so desired. Similarly other doubts about the other requirements were clarified by the EdCIL representatives.</p> <p>The detailed discussions about the scope of work, time frame, cost estimates and term of payments were held. The following decisions with mutual consensus were arrived that:</p> <ol style="list-style-type: none"> 1. Scope of work: The scope of work as already intimated by EdCIL in their proposal shall include the points intimated to them by the University vide letter dated 11.10.2010. 2. Time frame: The time frame intimated by the EdCIL in their proposal should be strictly adhered to. 3. Master Plan: It should be an comprehensive master plan covering all the points already intimated by the University, specifically including zoning of the academic, administrative, residential and other buildings, road net work, sewerage system, electricity and sanitary lines, drainage system, water harvesting, land scaping, no. of tree that would have to be felled, green area, built in area etc. giving 3D view. 		
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4. Term of payment: The terms of payment shall be as per GFR provisions. Last 10% of the payment shall be released after inspection and satisfactory work report by the University.

According the matter was again taken up with the Chief General Manager, EdCIL New Delhi, who vide their letter dated 25.10.2010, conveyed that the EdCIL agrees to amend the scope of work and terms of payments according to the requirement of the University and submitted the revised proposal for both the sites (Dehra and Dharamshala). Finally, taking cognizance of the urgency of the matter and on the recommendation of the Adhoc Building Committee, the formal acceptance of the University to the proposal sent by the EdCIL was conveyed to them, asking them to go ahead with the job immediately and arrange to complete the same within the stipulated time. It is also to apprise the Finance Committee that the EdCIL has taken up the work and the work is in progress.

A copy of the final proposal received from the EdCIL (India) is placed before the Finance Committee as per Annexure-1.5A(i)&(ii). The consultancy charges and terms of payment of the EdCIL India, are as under:

EdCIL consultancy charges:

Dehra Site:

Sr.No	Items	Consultancy fee
1.	Detailed contour survey and submission of report	Rs.1,00,000.00
2.	Geo technical investigation at site and submission of report	Rs.1,00,000.00
3.	Hydrological survey at site and submission of report	Rs.1,00,000.00
	Total	Rs.3,00,000.00

1. Survey investigations and Contouring

Sr.No.	Proposed site	Amount
1.	892 acres at Dehra	Rs.25,00,000.00

II. Preparation of Master Plan

Terms of payment:

Sr.No	Stage	Consultancy charges
1.	On issuance of acceptance letter	40%
2.	On completion of physical survey at site	20%
3.	On completion of geo technical at site	20%
4.	On completion of hydrological survey at site	5%
5,	On submission of reports towards physical, geo technical and hydrological survey	5%
6,	On submission of Master Plan and satisfactory work report by the university	10%

Reimbursement on actual basis towards contour, geo-technical and hydrological survey:

The expenditure incurred by EdCIL to conduct/undertake contour survey, geo

technical investigations and hydrological survey, shall be reimbursed on actual basis by Central University of Himachal Pradesh to EdCIL.
EdCIL shall raise reimbursement claims as under:

Sr.No	Stage	% of reimbursement
1.	On issuance of work order	40%
2.	On completion of physical survey	20%
3.	On completion of geo technical investigation	20%
4.	On completion of hydrological survey	5%
5,	On submission of reports towards physical, geo technical and hydrological survey	5%
6,	On submission of Master Plan and satisfactory work report by the university	10%

Taxes/duties shall be charged on actual basis.

Dharamshala Site:

1.Survey investigations and Contouring

Sr.No	Items	Consultancy fee
1.	Detailed contour survey and submission of report	Rs.75,000.00
2.	Geo technical investigation at site and submission of report	Rs.75,000.00
3.	Hydrological survey at site and submission of report	Rs.75,000.00
	Total	Rs.2,25,000.00

II. Preparation of Master Plan

Sr.No.	Proposed site	Amount
1.	167 acres at Dharamshala	Rs.12,00,000.00

Terms of payment:

Sr.No	Stage	Consultancy charges
1.	On issuance of acceptance letter	40%
2.	On completion of physical survey at site	20%
3.	On completion of geo technical at site	20%
4.	On completion of hydrological survey at site	5%
5,	On submission of reports towards physical, geo technical and hydrological survey	5%
6,	On submission of Master Plan and satisfactory work report by the university	10%

Reimbursement on actual basis towards contour, geo-technical and hydrological survey:

The expenditure incurred by EdCIL to conduct/undertake contour survey, geo technical investigations and hydrological survey, shall be reimbursed on actual basis by Central University of Himachal Pradesh to EdCIL.

EdCIL shall raise reimbursement claims as under:

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

	<table border="1"> <tr> <th>Sr.No.</th> <th>Stage</th> <th>% of reimbursement</th> </tr> <tr> <td>1.</td> <td>On issuance of work order</td> <td>40%</td> </tr> <tr> <td>2.</td> <td>On completion of physical survey</td> <td>20%</td> </tr> <tr> <td>3.</td> <td>On completion of geo technical investigation</td> <td>20%</td> </tr> <tr> <td>4.</td> <td>On completion of hydrological survey</td> <td>5%</td> </tr> <tr> <td>5.</td> <td>On submission of reports towards physical, geo technical and hydrological survey</td> <td>5%</td> </tr> <tr> <td>6.</td> <td>On submission of Master Plan and satisfactory work report by the university</td> <td>10%</td> </tr> </table> <p>Taxes/duties shall be charged on actual basis.</p> <p>A sum of Rs.19,68,012.00 has been paid to EdCIL on account of 40%</p>	Sr.No.	Stage	% of reimbursement	1.	On issuance of work order	40%	2.	On completion of physical survey	20%	3.	On completion of geo technical investigation	20%	4.	On completion of hydrological survey	5%	5.	On submission of reports towards physical, geo technical and hydrological survey	5%	6.	On submission of Master Plan and satisfactory work report by the university	10%		
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Item 1.6	<p>To apprise the Finance Committee about the payments made to the Public Works Department Dharamshala and Forest Departments at Dharamshala and Dehra.</p> <p>The following payments have been made to the Public Works Department Dharamshala and Forest Departments at Dharamshala and Dehra for the purpose indicated against each:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Name of the Department</th> <th>Purpose for which payment made</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>P.W.D. Dharamshala</td> <td>Providing and fixing boundary pillars to the University land at Dharamshala</td> <td>7,84,600.00</td> </tr> <tr> <td>2.</td> <td>D.F.O. Dharamshala</td> <td>Demarcation and Enumeration of trees in the University land</td> <td>30,907.00</td> </tr> <tr> <td>3.</td> <td>D.F.O. Dehra</td> <td>Demarcation and Enumeration of trees in the University land</td> <td>2,70,000.00</td> </tr> </tbody> </table>	Sr. No.	Name of the Department	Purpose for which payment made	Amount	1.	P.W.D. Dharamshala	Providing and fixing boundary pillars to the University land at Dharamshala	7,84,600.00	2.	D.F.O. Dharamshala	Demarcation and Enumeration of trees in the University land	30,907.00	3.	D.F.O. Dehra	Demarcation and Enumeration of trees in the University land	2,70,000.00	<p><i>The action taken was noted and ratified by the Finance Committee and reported to the Executive Council.</i></p>	<p>The recommendation of the Finance Committee have been approved by the Executive Council vide item 2.10 of its 2nd meeting held on 13.2.2011. The item being reported items, no action is required.</p>					
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Item 1.7	<p>To report to the Finance Committee the matter regarding preparation and submission of the Budget Estimates for the financial year 2009-10 and the Actuals for the year 2008-09 and Budget Estimates for the year 2010-11 and Actuals for the year 2009-10 to the Executive Council (Annexure 1.7A).</p> <p>The Budget Estimates of the university are required to be prepared by the Finance Officer of the University, in terms of the provisions of Statute 7(7)(c), who is responsible for the preparation of Budget Estimates of the university and for their presentation to the Executive Council. However, since the university is in its initial stage of establishment and the Finance Officer has not been appointed, the Budget Estimates for the financial year 2009-10 and Actuals for the year 2008-09 and the Budget Estimates for the financial year 2010-11 and Actuals for the year 2009-10 were prepared by the Deputy Registrar under the guidance and supervision of the Vice-Chancellor.</p> <p>The Budget Estimates so prepared by the Finance Officer are required to be</p>	<p><i>The Finance Committee noted the action taken.</i></p>	<p>The item being a reporting item no action is required.</p>																					

	<p>laid before the Finance Committee for consideration and comments in terms of Statute 17(7) and thereafter, the same are required to be submitted to the Executive Council for approval. However, keeping in view the fact that the Finance Committee was not constituted and its meeting was not likely to be held before the meeting of the Executive Council, it was found necessary to place the budget estimates before the Executive Council in order to keep the process in order.</p> <p>The Executive Council vide item No.1.2(S) of its first meeting held on 24.7.2010, considered and approved Budget Estimates for the financial year 2009-10 and Actuals for the year 2008-09 and the Budget Estimates for the financial year 2010-11 and Actuals for the year 2009-10.</p> <p>The matter together with a copy of Budget Estimates for the financial year 2009-10 and Actuals for the year 2008-09 and the Budget Estimates for the financial year 2010-11 and Actuals for the year 2009-10, is placed before the Finance Committee as a reporting item for kind information and perusal.</p> <p>It is to apprise the Finance Committee that during the financial year 2009-10 a grant amounting to Rs.300.00 lakhs was provided by the UGC and the Budget Estimates have been accordingly prepared making provisions for the execution of the plans and policies of the University. Further, the information on the prescribed proformas entitled 'Progress and Development Proposals for 2010-11, were sent to the University Grants Commission, which have been taken as guiding principles for the preparation of Budget Estimates for the Year 2010-11.</p>		
<p>Item 1.8</p>	<p>To report to the Finance Committee the matter regarding preparation and submission of the Annual Accounts for the financial year 2009-10 to the Executive Council (Annexure 1.8A).</p> <p>The annual accounts of the university are required to be prepared by the Finance Officer of the University, in terms of the provisions of Statute 7(7)(c), who is responsible for the preparation of annual accounts of the university and for their presentation to the Executive Council. However, since the university is in its initial stage of establishment and the Finance Officer has not been appointed, the Annual Accounts for the financial year 2009-10 were prepared by the Deputy Registrar under the guidance and supervision of the Vice-Chancellor.</p> <p>The annual accounts so prepared by the Finance Officer are required to be laid before the Finance Committee for consideration and comments in terms of Statute 17(7) and thereafter, the accounts are required to be submitted to the Executive Council for approval. However, keeping in view the fact that the Finance Committee was not constituted and its meeting was not likely to be held before the meeting of the Executive Council, it was found necessary to place the annual accounts for the year 2009-10 before the Executive Council in order to cut short the avoidable delay, so as to adhere to the instructions issued in this behalf by the Ministry of Human Resource Development, Govt. of India, issued vide their D.O. letter No.F.19-18/2003-IFD dated 23.5.2008, which have been circulated among the Central Universities by University Grants Commission vide their letter F.2-2/94-(CU) dated 21.7.2008. These instructions, interalia stipulate that after the close of the accounting year the annual accounts are required to be prepared and got adopted by the Executive Council by 30th June of the following year before being sent to the audit authorities for commencement of audit.</p> <p>The annual accounts have been prepared strictly as per the Common Format of Accounts, guidelines and instructions issued by the University Grants Commission vide their letter No.F.17-1/97(CU) dated 29.9.2003, consisting of Balance sheet, Income & Expenditure Account, Schedules to the said Financial statements, Instructions and Accounting Principles and Statement of Receipts and Payments. The accounts have been prepared on accrual basis and taking into account the component of depreciation at the rates provided in the</p>	<p><i>The Finance Committee noted the action taken</i></p>	<p>The item being a reporting item no action is required.</p>

	<p>Income Tax Act.</p> <p>The Executive Council vide item No.1.1(S) of its first meeting held on 24.7.2010 considered the Annual Accounts for the financial year 2009-10 and appreciated the efforts of the University in timely completion of the Annual Accounts and approved the same. The Executive Council further directed that the University may approach the CAG for Post Audit of the accounts of the University</p> <p>Accordingly, the matter was taken up with the Comptroller and Auditor General of India vide this office letter No.Comp.1-1/CUHP/2010/417-19 dated 17.8.2010 for getting the accounts audited, followed vide reminders of even number dated 24.9.2010, 15.10.2010 and 22/23.11.2010. The CAG audit party has finally undertaken the audit of accounts of the University on December 13-18, 2010. The draft separate audit report of the CAG has been received which is being attended to on priority and further action to submit the same to the University Grants Commission and Ministry of Human Resource Development shall be taken. The matter together with a copy of Annual Accounts for the financial year 2009-10, is placed before the Finance Committee as a reporting item for kind information and perusal.</p> <p>It is to apprise the Finance Committee that during the financial year 2009-10 a grant amounting to Rs.300.00 lakhs was provided by the UGC out of which a sum of Rs.7.45 lakhs was spent upto 31.3.2010 and the unspent balance of Rs.292.55 lakhs has been taken as the opening balance for the year 2010-11</p>		
<p>Item 1.9</p>	<p>To place before the Finance Committee ‘The Regulations for the conduct of the business of the Finance Committee (Annexure 1.9A).</p> <p>Section 29 of the Central Universities Act and Statute 38 of the 1st Statutes set out in the Second Schedule to the Act ibid, provide that the authorities of the University may make Regulations consistent with the Act, Statutes and the Ordinances, for the conduct of their own business, procedure to be observed at their meetings and the number of members required to form quorum; providing for the giving of notice to the members of such authority of the dates of meetings and of the business to be considered at meetings and for the keeping of a record of the proceedings of meetings.</p> <p>Under the above provisions of the Act and Statutes, the draft regulations for the conduct of the business of the Finance Committee have been prepared, keeping various provisions of the Act and Statutes in view and are placed before the Finance Committee as per Annexure, for consideration and approval.</p>	<p><i>The Finance Committee considered and approved the Regulations for the conduct of its business. It was, however, observed that under Sr.No.8, the regular meetings of the Finance Committee should be held at least three times in a year instead of two. Further, Sr.No.10, should be worded as “a special meeting of Finance Committee shall be convened by the Finance Officer under the direction of the Vice-</i></p>	<p>The regulations as approved by the FC have been notified vide notification No.1-3/CUHP/GA/2010/2381-85 dated 9.3.2011.</p>

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

		<i>Chancellor, on a date, place and time fixed by him.</i>																			
Item 1.10	<p>To place before the Finance Committee the Budget Estimates for the financial year 2011-12 and the Revised Estimates for the year 2010-11 (Annexure – 1.10A).</p> <p>The Budget Estimates of the university are required to be prepared by the Finance Officer of the University, in terms of the provisions of Statute 7(7)(c), contained in The Second Schedule of the Central Universities Act 2009. The Finance Officer is responsible for the preparation of Budget Estimates of the university and for their presentation to the Executive Council.</p> <p>However, since the university is in its initial stage of establishment and the post of the Finance Officer though advertised but is yet to be filled up, these estimates have been prepared by the Officer on Special Duty (Finance), under the direction and supervision of the Vice-Chancellor. The estimates are based on actual flow of expenditure for revenue and capital items since only the Plan Development grant has been provided by the University Grants Commission.</p> <p>The Budget Estimates so prepared by the Finance Officer are required to be laid before the Finance Committee for consideration and comments in terms of Statute 17(7) and thereafter, the same are required to be submitted to the Executive Council for approval.</p> <p>It is to apprise the Finance Committee that there was an unspent balance of Rs.292.55 lakh as on 31.3.2010 which has been taken as opening balance for the year 2010-11 and during the financial year 2010-11 a grant amounting to Rs.1500.00 lakhs has been provided by the UGC. In addition, a sum of Rs.31.48 lakhs is anticipated as income during the year. Thus the total availability of funds during the year 2010-11 is estimated to be Rs.1824.03 lakh against which the revised expenditure has been estimated to be Rs.1050.00 lakh, thus leaving a sum of Rs.774.03 lakh as unspent balance as on 31.3.2011. The Revised Estimates for the year 2010-11 have been prepared accordingly. During the year 2011-12, the estimated expenditure is likely to be Rs.5300.00 lakh. The unspent balance of the previous year is reflected to be opening balance and estimated income is anticipated to be Rs.47.97 lakhs. Thus, funds amounting to Rs.4478.00 lakh are required as grant-in-aid from the UGC. In addition, a proposal for starting new departments/courses during the year 2011-12 has been sent to the UGC and accordingly a new scheme has been formulated and included in the Budget Estimates for the year 2011-12 with a token provision of Rs.225.00 lakh. The Budget Estimates for the year 2011-12 have been accordingly prepared making provisions for the execution of the plans and policies of the University.</p>	<p><i>The Finance Committee considered the Budget Estimates of the University for the year 2011-12 and Revised Estimates for the year 2010-11, and recommended the same to the Executive Council for approval. It was, however, observed that the Pay Band and Grade Pay of the posts should as per UGC guidelines and the Revised Pay Commission.</i></p>	<p>The recommendations of the FC have been approved by the EC vide item No.2.10 of its 2nd meeting held on 13.2.2011. As guided by the FC, the pay band and GP have been kept as per UGC guide lines and the revised pay commission</p>																		
Item 1.11 (T)	<p>To place before the Finance Committee, the creation of posts in Raj Bhasha Hindi.</p> <p>The matter was taken up by the University with the University Grants Commission for providing minimum posts in Raj Bhasha Hindi, required for complying with the directions of the Government for promoting Raj Bhasha Hindi. The UGC vide their letter F.No.16-1/2008 dated Dec. 2010, has approved the creation of the following positions in Hindi:</p> <table border="1" data-bbox="212 1839 1046 2049"> <thead> <tr> <th rowspan="2">Post</th> <th rowspan="2">Unrevised pay scale</th> <th colspan="2">Revised pay band and grade pay</th> </tr> <tr> <th>Pay band</th> <th>Grade pay</th> </tr> </thead> <tbody> <tr> <td>Hindi Stenographer</td> <td>3050-4590</td> <td>PB - 1</td> <td>1900</td> </tr> <tr> <td>Hindi Translator</td> <td>6500-10500</td> <td>PB – 2</td> <td>4200</td> </tr> <tr> <td>Hindi Officer</td> <td>8000-13500</td> <td>PB - 3</td> <td>5400</td> </tr> </tbody> </table>	Post	Unrevised pay scale	Revised pay band and grade pay		Pay band	Grade pay	Hindi Stenographer	3050-4590	PB - 1	1900	Hindi Translator	6500-10500	PB – 2	4200	Hindi Officer	8000-13500	PB - 3	5400	<p><i>The Finance Committee for considered and recommended the above posts to the Executive Council for creation. It was, however, observed that while notifying the</i></p>	<p>The recommendations of the FC have been approved by the EC vide item No.2.10 of its 2nd meeting held on 13.2.2011. The creation of posts in Raj Bhasha Hindi, has been</p>
Post	Unrevised pay scale			Revised pay band and grade pay																	
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CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

	<p>These posts are urgently required in the University so as to comply with the directions/instructions of the Govt for promoting Raj Bhasha Hindi, and carrying out the official correspondence in Hindi. A separate new scheme for the purpose has been reflected in the Budget Estimates of the University for the year 2011-12 and revised estimates 2010-11. The financial liability for creation above positions shall be Rs.10.00 lakh, per annum, which shall be met out of the normal development grant-in-aid of the University.</p>	<p><i>creation of these posts, the new Pay Band and Grade Pay should be mentioned.</i></p>	<p>notified vide No.4-6/GA/2010/2386-94 dated 10.3.2011 with new pay band and grade pay</p>
Item 1.12 (T)	<p>To place before the Finance Committee, the proposal received from RITES Limited, Govt. of India Enterprise, New Delhi for imparting Project Management Consultancy to Central University of Himachal Pradesh, for the Campus Development (Annexure 1.12(T)).</p> <p>An Expression of Interest was received from RITES Limited, Govt. of India Enterprise, New Delhi for providing Project Management Consultancy to the University in developing its campuses. In order to consider the viability, Shri Y.K. Sharma, General Manager (CP), RITES was asked to give presentation on (a) the Scope and magnitude of work that they are capable of taking and (b) terms and conditions and modalities of engagement that RITES propose. Accordingly, Shri Y.K. Sharma, General Manager (CP), RITES visited the University on 4.12.2010 and detailed discussions were held with him. It was gathered that the RITES have vast experience and expertise to undertake such projects and they have undertaken similar works at several educational institutions/ universities. Shri Sharma indicated that there are two modes of going ahead with the work i.e. (i) where the Architect is to be appointed by the RITES with the approval of the University and (ii) where the Architect is to be appointed by the University. It was decided to request the RITES to send to the University the proposal for entering into agreement with the RITES under these two alternatives. The University has now received draft agreements from the RITES.</p>	<p><i>The Finance Committee considered 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 consultancy fee and other conditions should be at par with Central University of Karnataka.</i></p>	<p>The recommendations of the FC have been approved by the EC vide item No.2.10 of its 2nd meeting held on 13.2.2011. The RITES Ltd. They have been accordingly asked to make their presentation/ discussion in the Building Committee in its next meeting.</p>
Item 1.13 (T)	<p>To place before the Finance Committee, the proposal regarding participation of Prof. Furqan Qamar, Vice-Chancellor, in the delegation of Vice-Chancellors to Canada during March-May, 2011 (Annexure 1.13(T)).</p> <p>Prof. Sunaina Singh, President, Shastri Indo-Canadian Institute, vide letter dated 7.1.2011, placed at Annexure 1.3SA, has intimated that during the year 2011, the Shastri Indo-Canadian Institute, is leading a delegation of Vice-Chancellors to Canada to initiate formulating a policy dialogue on the bilateral linkages and collaborations in higher education with the President of Canadian Universities. Prof. Sunaina Singh has extended invitation to Prof. Furqan Qamar, Vice-Chancellor of the University to be a part of the said delegation. The local hospitality is to be provided for stay in Canada by the Institute and the international travel shall have to be covered by the University. The Vice-Chancellor intends to participate on the said delegation.</p> <p>According to the guidelines of Ministry of Human Resource Development, Govt. of India, there is no restriction/condition for obtaining the prior approval of the Govt. for the foreign visits of the Vice-Chancellors for a period of six weeks in a financial year with no restriction on the number of visits. However, since the international travel is to be met by the University, the</p>	<p><i>The Finance Committee approved the proposal with the stipulation that in future if the Vice-Chancellor has to attend any conference or join any delegation, etc., he is authorised to undertake such visits and no such</i></p>	<p>The recommendations of the FC were approved by the EC vide item No.2.10 in its 2nd meeting held on 13.2.2011. No further action is required.</p>

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

	matter is placed before the Finance Committee for consideration and approval.	<i>proposals need to be brought before the Finance Committee.</i>	
Item 1.14 (T)	<p>To place before the Finance Committee the matter regarding 1 GB connectivity to Central University of Himachal Pradesh under NMEICT/NKN and payment of Rs.49,63,500.00 with taxes to BSNL.</p> <p>The Assistant General Manager, Telecom Division, Dharamshala, vide his letter dated 25.10.2010, informed that the BSNL has been entrusted with the responsibility of providing 1GB connectivity to Central University of Himachal Pradesh, as planned for National Knowledge Network (NKN). He also raised a demand note amounting to Rs.49,63,500.00 and requested the University to pay the amount or issue a signed undertaking on behalf of the University assuring payment soon so that they could provide the connectivity. The said undertaking to make the payment was given by the University. Subsequently, the Director General, Ministry of Communication and IT, National Information Centre, New Delhi, vide letter dated 28.10.2010, requested the University that in order to facilitate smooth communication and coordination, at least one senior official may be nominated to have liaison with the NKN team. Accordingly Prof. Yoginder Verma, OSD (Admn) was nominated for the purpose. The General Manager Telecom has again requested vide his letter dated 3.1.2011, that since the work for providing 1GB connectivity under NMEICT is already under process, the payment may be made to them at earliest. In reference to this letter, it has been intimated by the University that as earlier intimated by them vide letter dated 25.10.2010 and also by the Director General, Ministry of Communication & IT, NIC, the 1GB connectivity is to be commissioned under NKN through NIC. Keeping the above facts in view, the payment of Rs.49,63,500.00 has not yet been released to the BSNL, despite their continuous requests. The matter is being taken up with the MHRD as to whether the CUHP is covered under NMEICT or under NKN and as to whether the University is required to make payment.</p> <p>The matter is placed before the Finance Committee for information and authorizing the payment in case the MHRD informs that the university is covered under NMEICT and to make payment.</p>	<i>The Finance Committee reconsidered the proposal and recommended to the Executive Council for approval.</i>	The recommendations of the FC were approved by the EC vide item No.2.10 in its 2 nd meeting held on 13.2.2011. The payment of Rs.4963500.00 was released on getting information that the university is covered under NMEICT.
Item 1.15 (T)	<p>To place before the Finance Committee the matter regarding approval of University Logo and giving away a prize of Rs.25,000.00 to the best entry.</p> <p>The matter regarding selection of Logo of the University was placed before the Academic Council in its first meeting held on 10.7.2010 vide item No.1.14(iii) and some logos were presented before the Academic Council for consideration. The Academic Council considered the logos and felt that more entries be invited and if the need be the University may organise a competition with the offer of prize The Academic Council authorised the Vice Chancellor to constitute a Committee of experts to finalise the Logo of the University. The Executive Council concurred with the recommendation of the Academic Council. Accordingly, the action to invite entries was taken and as much as 89 entries have been received. Now as authorized by the Academic Council and the Executive Council, a Committee is being constituted by the Vice-Chancellor to finalise the log of the University. It is proposed to give away a prize of Rs.25,000.00 to the best entry so selected and finalized by the said Committee.</p>	<i>The proposal was considered and recommended to the Executive Council for approval.</i>	The recommendations of the FC were approved by the EC vide item No.2.10 in its 2 nd meeting held on 13.2.2011. Further action with regard to approval of Logo and giving Prize to be best entry is in hand.

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 Budget Estimates and Annual Accounts and the Balance Sheet of the University on time, and arranging audit of accounts by the CAG of India, despite constraints in terms of staff and other facilities.

Central University of Himachal Pradesh

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

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

No: 3-6/CUHP/GA/2010/34

Dated: 31.03.2011/5.4.2011

To

M/s. Cyberica-net Technologies Pvt. Ltd.,
152/4, Sarai Julena, Near Escorts Heart Institute,
New Delhi – 110 025.

Subject: Providing Online Admission/Recruitment solution to the Central University of Himachal Pradesh.

Sir,

Please refer to your quotation dated 03.01.2011 and further discussion held by you with the Technical and Infrastructure Development Committee at Delhi on 12.01.2011 regarding providing online admission/recruitment solution to the Central University of Himachal Pradesh. It is to inform you that the job is hereby awarded in your favour on the following terms and conditions:-

1. On-line availability of application form/prospectus and the terms and conditions, if any on University's website.
2. On-line submission of applications along with uploading facility for photo and mark-sheet and other documents.
3. Automated ID number for each applicant.
4. On-line acceptance of application fee.
5. Providing facility to the candidates to deposit the requisite fee in the University designated bank account through the following modes :-
 - a) All credit cards/debit cards/ATM cards.
 - b) Net Banking.
 - c) ITZ cash cards.
 - d) Cash deposit with Canara Bank and any other bank designated by University from time to time.
6. Providing Acknowledgement Slip and Admit Card to the applicants.
7. Providing Electronic Locker to each applicant to save his/her application and acknowledgement in printable form.
8. Generation of Electronic Roll number for each candidate which should be visible in each student's application locker.
9. Creation of Attendance Sheets with photo for the entrance examination after the application acceptance process.
10. There should be upto date & day to day information of funds credited to University accounts and about number of applications received.
11. Screening of applications on the parameters fixed by the University.

12. Preparation of the summary sheet of the qualifications and experience as per the requirement of the University.
13. Providing software for admission/recruitment help, run on NT window 2000 server.
14. Providing secured payment gateway with the options of credit cards/debit cards/ATM cards/Net Banking.
15. Transfer of fee/funds to the University designated bank A/C automatically on daily basis.
16. On-line information about all the applications received on a day to day basis.
17. Attendance sheets for conducting the entrance examination after the application acceptance process.
18. The University shall make one-time payment of Rs. 20,000/- (Rupees Twenty Thousand only) and Rs. 100/- per application on submission of bill after deducting the TDS as applicable.
19. The fee shall be remitted by the firm into University Account on daily basis without any deduction.
20. The charges @ Rs. 100.00 per application payable to the firm, shall be released by the University for which the firm shall raise the bill after the last date is over and further processing/scrutiny, as desired by the University is completed by the firm.
21. This award has been made effective from the date of meeting of Technical & Infrastructure Committee held on 12.01.2011 and shall be operative for one year from the said date, in the first instance.
22. The firm shall submit security deposit amounting to Rs. 10,000/- in the shape of FDR duly pledged in favour of Finance Officer, Central University of Himachal Pradesh or Bank Guarantee for similar amount of any nationalized bank.

In case this award of work on the above terms and conditions is acceptable, you may please execute an agreement with the University on a stamp paper of Rs. 15/-. The payment of one-time charges i.e. Rs. 20,000/- shall be released to you immediately on receipt of agreement.

Yours faithfully,

Finance Officer
Central University of Himachal Pradesh

DRAFT ORDINANCE NO: 34
CUHP UNIVERSITY MOTOR VEHICLE RULES
Under Section 28(2) of Act and Statute 12(2)(xx)

1. Control of University vehicles and responsibilities of Controlling Officers

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

2. Log Book and Repair/replacement Register

- 2.1 There shall be a Log Book for each vehicle maintained in **Annexure -1**.
- 2.2 Separate Log Books should be used for each vehicle and when a vehicle is transferred to another officer, all the Log Books related to that vehicle shall be transferred to that officer.
- 2.3 The entry shall be made then and there for each trip and the officer/official making use of the vehicle shall make the entries in their own handwriting and initial himself with his designation noting the mileage at the start and the end.
- 2.4 In the case of Statutory Officers, the entries in the Log Books may be made and signed by their Personal Assistants/Private Secretaries on behalf of the officers. The officers will, however, be responsible for the certificates regarding the purpose of the journeys performed which will be noted by the PA/PS in consultation with them.
- 2.5 Where it will not be in the public interest to give full details of the journeys in the Log Book, the insertion of the word 'secret' in the appropriate columns of the Log Book would suffice. However, in order to check that there is no misuse of University vehicles in the guise of 'secret' duties, the corresponding entries in the Log Book should be countersigned by the Controlling Officer in token of the fact that the journey was of a secret nature and was performed for official purposes.
- 2.6 Where the Controlling Officer is not satisfied that the journey was performed for official purpose, he should endorse a remark to the effect 'non duty' whereupon the

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

3. Duties and Responsibilities of the Driver

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

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

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

- 3.3 The driver of a vehicle shall work under the order, direction or instructions of the Controlling Officer of the vehicle.
- 3.4 It shall be the duty of every driver to keep both inside and outside of his vehicle clean and also to keep all connections and joints so tight that there is no leakage of fuel, oil, air or water anywhere in several systems of vehicle
- 3.5 Before the driver takes out the vehicle from the parking centre, it will be his duty :
- (i) To check engine gear, differential oil, tyre pressure including step any;
 - (ii) To ensure that all wheel nuts are properly tightened;

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

4. Use of University vehicles for official purposes

- 4.1 For official touring outside University campus.
- 4.2 The journeys on bona fide official duties at headquarters, for example for proceeding to a place where official meetings or other official functions are held.
- 4.3 The use of the University vehicles by Statutory Officers for attending parties, receptions, etc., for which invitations have been extended to them by virtue of their office and which, in their discretion, they decide to attend.
- 4.4 The journeys performed by non-officials, who are asked to attend an official meeting in public interest, and who, after the meeting is over have to be dropped at their respective places of business/residence.

- 4.5 The journeys performed when officers/officials have to be picked up from their residences or dropped back in cases, when they are required to attend meetings (a) during the normal working hours if the meetings have been convened at places outside their normal places of work or (b) outside the normal working hours.
- 4.6 The use of the University vehicles for short journeys of VIPs, invitees to University conferences/functions and outside members of the Selection Committees etc. may be permitted free of charge by the Controlling Officer with the permission of the Vice-Chancellor.
- 4.7 The journeys performed by the employees of the University from their offices to railway stations, bus-stands and vice-versa at the headquarters while proceeding or returning from official tour, will also be regarded as official duty.
- 4.8 Where an employee, while on duty gets seriously ill or on meeting an accident or is disabled and his immediate removal from office to some hospital or to his residence is necessary, journey so performed shall be treated as official.
- 4.9 In case the Medical Officer (s) of the University requisitions the University vehicle for taking an employee of the University for admission to the hospital outside the campus of the University, such journey shall also be treated as official.
- 4.10 The journeys by the staff between office and residence performed between 8 p.m. and 6 a.m. or for staying late in office on special assignments such as budget work, finalisation of plans, law and order problems or other important items of work which cannot be postponed till the next working day, shall be treated as official, provided that such staff is not in receipt of any other remuneration for prolonged detention in office.
- 4.11 The University vehicles should not be used by officers on leave.
- 4.12 The officers who have been provided with the facility of University vehicle for commuting between office and residence shall have an option either to avail themselves of the facility of university vehicle or to switch over to the payment of Transport allowance, as admissible under the rules.
- 4.13 In case they opt for the latter, they may be paid the allowance at rates as applicable to them, subject to the condition that the facility of university vehicle shall be withdrawn from the date they opt for the allowance.
- 4.14 In case they opt for the former the allowance shall not be admissible to them and they would not be required to make any payment for the facility of vehicle between office to residence and vice-versa.
- 4.15 The consumption of petrol/diesel in the vehicle attached with the officers who thus opt for availing themselves of the facility of university vehicle shall be 600 litres per quarter.

5. Use of University vehicles for non-duty purposes

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

of the officers (teachers including employees) concerned will not constitute an abuse of the concession.

- 5.6 The Persons other than members of the family shall not be entitled to travel in University vehicle.
- 5.7 When a vehicle is used partly for private purposes and partly for University work, the charge to be recovered from each party will be fixed by the Controlling Officer of the vehicle according to circumstances of the case.

6. Miscellaneous

- 6.1 The purchase of vehicle and its mode and model shall be as decided by the Vice-Chancellor in each case.
- 6.2 The Inspecting officials of the Finance Wing and audit staff will ensure regular checking and inspection of all records during their visits and see that all the columns are properly filled in.
- 6.3 All vehicles shall be parked at the specified place during the night at each campus of the University. On no account shall an officer who might be using a vehicle park it at his residence or at any unauthorised place unless exceptional circumstances so warrant.
- 6.4 Locking arrangements should be provided for the petrol/diesel tank of the vehicles and the keys of the lock should be with the Controlling Officer.
- 6.5 The petrol/diesel added during the month shall represent total quantity of the petrol/diesel used during the month. Mileage covered be read from the milometer readings and the consumption per litre be recorded.
- 6.6 Similarly the record of lubricant oils added should be recorded in the log book in particular column.
- 6.7 Whenever a Controlling Officer finds or is of the opinion that a vehicle is giving less kilometres per litre, he should send the vehicle for check up at the authorized service station of the manufacturer of the vehicle.
- 6.8 If a vehicle is found uneconomical in view of the expenditure on repairs and the average of kilometre run per litre, a certificate to the effect that vehicle is not fit for any further economical use, shall be obtained from the university mechanical engineering workshop or the transport workshop of a Central or State Government or State Transport Corporation.
- 6.9 The old and unserviceable vehicles will be disposed of to the best advantage of the University. As per rules of the University/General Financial Rules.
- 6.10 A vehicle declared unserviceable shall be auctioned through the procedure of open tender and the value of disposal shall be the highest bid.
- 6.11 The Auction Committee shall be as constituted by the Vice-Chancellor from time to time and its proceedings shall be approved by the Vice-Chancellor, before the vehicle is disposed.
- 6.12 The 1,50,000 distance run (kilometres) or 6 ½ years length of use (in years), whichever is reached later shall be the normal life of a vehicle for its disposal or condemnation.
- 6.13 In such situation/cases not covered in these rules, the provisions of GFR and instructions of Government of India, Ministry of Human Resource Development and the University Grants Commission, shall be followed.
- 6.14 In case of any doubt or contradiction of these rules, the provisions of GFR and instructions of Government of India, Ministry of Human Resource Development and the University Grants Commission, shall prevail.
- 6.15 The Vice-Chancellor may relax any of the provisions outlined in these rules.

Annexure-1.

[See Rule 2.1]

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

VEHICLE LOG BOOK

(Left side of Page)

Vehicle No. _____

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

(Right side of Page)

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

Annexure-2.

[See Rule 2.9]

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

REPAIR AND REPLACEMENT REGISTER

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

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

DRAFT ORDINANCE NO: 35
CUHP PROCUREMENT OF GOODS AND SERVICES RULES 2010
Under Section 28(2) of Act and Statute 12(2)(xx)

Short title and commencement:

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

Objective of these Rules:

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

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

Definition of Goods and Services:

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

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

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

Terminology and Abbreviations:

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

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

Standard Abbreviations:

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

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

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

PART I: PROCUREMENT OF GOODS:

PART I: PROCUREMENT OF GOODS:

1. **Fundamental principles of public procurement:**
 - 1.1 Every authorized officer delegated with the financial powers for procurement of goods in public interest shall be responsible and accountable to bring efficiency, economy and transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement.
 - 1.2 In making public procurement the following procedure shall be followed, namely:
 - 1.2.1 The specifications in terms of quality, type and quantity of goods to be procured, shall be clearly spelt out keeping in view the specific needs of the Procurement Entity. The specifications shall meet the basic needs of the Procurement Entity. Purchases shall not be made in excess of requirement to avoid inventory carrying costs;
 - 1.2.2 Offers shall be invited by adopting a fair, transparent and reasonable procedure;
 - 1.2.3 The procurement entity shall satisfy itself that the selected offer adequately meets its requirement in all respects;
 - 1.2.4 The procurement entity shall satisfy itself that the price of the selected offer is reasonable and as per specified quality; and
 - 1.2.5 At each stage of procurement, the concerned procurement entity shall place on record, in precise terms, the points taken into consideration by it at the time of taking the procurement decision.
2. **Authorities competent to purchase goods:** A competent authority which is empowered to incur contingent expenditure may sanction the purchase of goods required for use in public interest, in accordance with delegation of financial powers as may be prescribed.
3. **Sources of procurement:** Save as otherwise provided, all purchases in the University shall be made:
 - 3.1 **On Rate Contracts entered into by the University:** The University may enter into rate contract with one or several firms for procurement of articles frequently required throughout the year e.g. stationery, chemicals, glass wares, furniture etc. The rate contracts shall be entered into by the Finance Officer with the approval of the Vice-Chancellor on the recommendation of Central Purchase Committee. The procedure to be followed for entering into rate contract shall be as per **Annexure-I**. The tender form and the standard terms and conditions for the tender shall be as per **Annexure-I(iv)**.
 - 3.2 **On Rate Contracts of the Director General, Supplies and Disposal, Govt. of India:** The University may also procure such goods, items, consumables on the basis of rate contracts registered and concluded by the Office of the Director General Supplies and Disposal, Govt. of India, as adopted by the University from time to time.
 - 3.3 **Through Registered Suppliers:** With a view to establish reliable sources for procurement of goods commonly required by the University, especially for the supply of goods like laboratory wares, equipments, chemicals, stationeries, furniture, etc., the Finance Officer, with the approval of the Vice-Chancellor on the recommendation of Central Purchase Committee, shall prepare and maintain item-wise lists of eligible and capable suppliers. They shall be termed as 'Registered Suppliers'. The following procedure for registration of suppliers shall be followed:
 - 3.3.1 The suppliers shall be registered for a fixed period (between 1 to 3 years) depending upon the nature of the goods on deposit of requisite registration fee fixed by the Finance Officer subject to fulfillment of other terms and conditions as may be specified by the University from time to time.
 - 3.3.2 At the end of this period, the registered suppliers willing to continue with registration shall apply afresh for renewal of registration. The registration shall

be renewed from time to time by the Finance Officer on the deposit of renewal fee fixed by him subject to fulfilment of such other terms and conditions as may be specified.

- 3.3.3 New supplier(s) may be considered for registration at any time, provided they fulfil all the required conditions.
 - 3.3.4 Such registered suppliers shall be exempted from furnishing bid security/earnest money along with their bids.
 - 3.3.5 Only those suppliers could be considered for registration who would prima facie eligible for consideration for procurement of goods through Limited Tender Enquiry.
 - 3.3.6 Credentials, manufacturing capability, quality control systems, past performance, after sales services and financial background of the supplier shall be carefully verified before registration.
 - 3.3.7 The performance and conduct of every registered supplier shall be watched by the procurement entity.
 - 3.3.8 The registered suppliers shall be removed if they fail to abide by the terms and conditions of the registration or fail to supply the goods in time or supply substandard goods or make any false declaration to any procurement entity or for any ground which, in the opinion of the said entity, is not in the public interest.
- 3.4 **Enlistment of Indian Agents:** As per compulsory enlistment scheme of suppliers, the Finance Officer shall with the approval of the Vice-Chancellor on the recommendation of Central Purchase Committee, enlist the Indian Agents. It shall be compulsory for Indian Agents who desire to quote directly on behalf of their foreign principals to get them enlisted with the Finance Officer. However, such enlistment shall not be equivalent to registration of suppliers.
- 3.5 **Purchase of goods without quotations:** The purchase of goods up to monetary value as per schedule of delegation of financial powers, may be made by the concerned authorized officers/functionaries of the University without inviting quotations or bids, on the basis of a certificate to be recorded by such officers/functionaries in the following format:

“I _____, am personally satisfied that the goods purchased are of the requisite quality and specifications and have been purchased from a reliable supplier at a reasonable price”

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

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

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

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

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

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

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

Limited Tender Enquiry

Single Tender Enquiry

Advertised Tender Enquiry

Two bid system

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

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

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

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

where such additional purchase of equipments and services shall meet the requirement of the procurement entity for utilizing the already existing equipments or services.

- (v) The purchases through single tender enquiry should be kept to the barest minimum and must be approved by the sanctioning authority after satisfying itself that such procurement is unavoidable.

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

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

*“Certified that the indented goods are manufactured by
M/S _____;
that no other make or model is acceptable for the following
reasons: _____; and
that the concurrence/approval of the Vice-Chancellor has been
obtained through finance wing vide letter No. _____
dated: _____”*

Signatures of procuring officer

(with designation & date)

3.8.3 Advertised Tender Enquiry:

- (i) Subject to exceptions under the procedure of single tender enquiry and limited tender enquiry, the method of advertised tender enquiry should be followed for procurement of goods of estimated value of Rs.10 lakh and above. The advertisement in such cases should be given at least in three leading newspapers.

- (ii) In addition, all advertised tender enquiries should be published on website. The web site address should also be given in the advertisement published in the newspapers.
 - (iii) The complete tender document shall also be posted on the web site and prospective bidders shall be permitted to make use of the documents downloaded from the web site. Specific mention shall also be made in the tender documents for comprehensive maintenance contract where ever required. If such a tender document is priced, clear cut instruction shall also be made for the bidders that the tender form could also be downloaded from the web site and to pay the required amount by demand draft along with the bid.
 - (iv) Where it is felt by the procurement entity that the goods of the required quality and specifications may not be available in the country and it is necessary to also look for suitable competitive offers from abroad, the tender notice may also be sent to the Indian embassies abroad as well as to the foreign embassies in India. The selection of embassies shall depend on the possibility of availability of the required goods in such countries.
 - (v) Ordinarily the minimum time to be allowed for submission of bids shall be three weeks from the date of publication of the tender notice or availability of the tender documents for sale, whichever is later. Where it is contemplated to obtain bids from abroad, the minimum period shall be four weeks for both domestic and foreign bidders.
 - (vi) All the terms and conditions stipulations and information to be incorporated in the tender documents shall contain instructions to bidders, conditions of contract, schedule of requirements, specifications and allied technical details, price schedule (to be utilized by the bidders for quoting their prices), contract form and other standard form, if any, to be utilized by the procurement entity and the bidders.
 - (vii) The purchases should normally be considered when the number of responding suppliers/firms is not less than three. However, the cases where responding firms is less than three could also be considered for reasons to be recorded in writing.
- 3.8.4 **Two bid system:** For purchasing high value plant and machinery of a complex and technical nature, bids may be obtained in two parts as under:-
- (i) Technical bid (**Annexure II**) consisting of all technical details along with commercial terms and conditions and financial bid(**Annexure III**) indicating item-wise prices for the items mentioned in the technical bid shall be submitted separately by the bidders;
 - (ii) The technical bid and the financial bid shall be sealed by the bidder in a separate covers duly super-scribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly super-scribed. The technical bids shall be opened at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the purchase order or the contract.

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

- 3.9.1 It is in the sure knowledge of the procurement entity that the item to be procured is manufactured only by a particular manufacturer and that there is no other option except to purchase this item as it is having unique feature which is essential for the activity for which it is required which is not available in any other similar equipment.
- 3.9.2 Spares, accessories, consumables etc. need to be procured which are required to be compatible with the existing sets of equipment for standardization of machinery.
- 3.9.3 All purchases made on proprietary basis are on single tender basis while items procured on single tender basis need not always be necessarily proprietary in nature.
- 3.9.4 It must be ensured that such procurement is made for meeting the immediate needs and not intended to stock over a long period of time.
- 3.9.5 The reasonability of prices and acceptability of other terms and conditions should be confirmed by the procurement entity before placing the order.

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

5 **Securities**

5.1 **Bid Security/EMD:** To safeguard against a bidder's withdrawing or altering its bid during the bid validity in the case of advertised or limited tender enquiry, the bid security known as earnest money deposit is to be obtained from the bidders except those who are registered with the University, KVICs, Small scale industrial units or the Government/public sector undertakings.

5.1.1 The bidders should be asked to furnish bid security along with the tenders in the shape of Account payee Bank Drafts or duly pledged Fix Deposit Receipts or a Bank Guarantee on acceptable form. A model format of Bank Guarantee for obtaining EMD is given at **Annexure-IV**.

5.1.2 The amount of such earnest money shall be between two to five per cent of the estimated value of goods to be procured as indicated in the tender documents.

5.1.3 The earnest money of unsuccessful bidder(s) shall be refunded to them immediately after the expiry of final validity period of the tender as stipulated in the tender documents.

5.1.4 The earnest money of successful bidder(s) shall remain in the custody of the University till the entire supply of goods has been made by the contractor to the best satisfaction of the University. The bid security should normally remain valid for a period of forty five days beyond the final bid validity period.

5.2 **Forfeiture of EMD:**The earnest money deposited by the bidder(s) shall be forfeited in the following events; namely:-

5.2.1 a modification or withdrawal of tender after the deadline for submission of tenders and during the validity period;

5.2.2 refusal by the bidder(s) to accept an arithmetical error or otherwise

- appearing on the face of tender;
- 5.2.3 failure on the part of the successful bidder(s) to sign the contract in accordance with the terms and conditions stipulated in the tender documents;
 - 5.2.4 failure on the part of successful bidder(s) to provide performance security, if demanded, for the execution of the contract;
 - 5.2.5 failure on the part of the successful bidder(s) to execute the contract as per terms and conditions stipulated in the tender document; and
 - 5.2.6 failure on the part of the successful bidder(s) to supply the goods of the quality, quantity and specifications agreed as per tender or the contract and within the stipulated period.
- 5.3 **Performance Security:** To ensure due performance of the contract, Performance security is to be obtained from the successful bidder awarded the contract.
- 5.3.1 The performance security is to be obtained from every successful bidder irrespective of its registration status etc.
 - 5.3.2 The performance security should be for an amount of five to ten per cent of the value of the contract.
 - 5.3.3 The performance security should be furnished in the form of an Account payee demand draft or FDR or bank guarantee from a commercial bank. The BG should be in an acceptable form safeguarding the interest of the university in all respects. A model format of Bank Guarantee for obtaining Performance Security is given at **Annexure-V**.
 - 5.3.4 The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
 - 5.3.5 Bid security should be refunded to the successful bidder on receipt of performance security.
- 5.4 **Forfeiture of Performance Security:**
- 5.4.1 In cases where there is a delay on the part of the contractor/tenderer in the supply of goods and the goods do not conform to the prescribed samples, specifications etc., or are not of the specified number, weight, volume etc. the University may deduct the payment of short supply and in addition impose a penalty, subject to the conditions contained in tender document. Where the failure, partial or total, on the part of the tenderer to supply goods leads to purchase of those goods from another source at a higher rate, the contractor shall also be liable to pay the excess expenditure incurred on such purchases. Penalty so imposed and the excess expenditure so incurred will be recoverable from the Performance security and/or his pending bills or both.
 - 5.4.2 Performance security is to be forfeited and credited to the University in the event of a breach of contract by the supplier, in terms of the relevant contract
- 5.5 **Verification of Bank Guarantee: The acceptance of the Bank Guarantee(s) in all cases, shall be subject to verification as follows:**
- 5.5.1 The BG shall be subject to verification for its genuineness. For this purpose, a registered AD letter shall be addressed to the concerned branch and head office of the Bank enclosing a photocopy of the BG with each letter requesting them to confirm within 10 days that the Bank Guarantee has been issued by them. A model format addressing the Bank for verifying the Bank Guarantee is given at **Annexure-VI**.

- 5.5.2 For the purpose of the verification of the genuineness of the BG, the name, designation and code numbers of the officer(s) signing the BG may be got verified by approaching the Regional Manager/Zonal Manager of the concerned Banks.
- 5.6 **Refund of Performance Security:** Performance Security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.
- 5.7 **Safe Custody and Monitoring of EMDs, Performance Securities & Other Instruments:** The Earnest Money, Performance Securities and other instruments shall remain in the safe custody with the Drawing & Disbursing Officer duly recorded in the Register of Security Deposits (**Annexure-VII**).

6 Tender Notice/Document, Receipt and Opening of Tenders

- 6.1 **Text of Tender Notice/Document:** The tender notice for an Advertised Tender Enquiry should be carefully drafted. It should contain all the salient features of the requirement in brief to give a clear idea to the prospective tenderers about the requirements. Superfluous or irrelevant details should not be incorporated in the tender notice, as it will increase the cost of the advertisement. The Tender Notice should contain:
- 6.1.1 Description and specification of the goods and quantity
 - 6.1.2 Period and terms of delivery
 - 6.1.3 Cost of the tender/bidding document
 - 6.1.4 Place(s) and timing of sale of tender documents
 - 6.1.5 Place and deadline for receipt of tenders
 - 6.1.6 Place, time and date for opening of tenders
 - 6.1.7 Amount and Form of Bid Security / Earnest Money Deposit
 - 6.1.8 Any other important information
- 6.2 **Cost of Tender Documents:** Price of the tender document should take care of the preparation and delivering cost only. If it is too high, it will discourage the prospective bidders to purchase the document and participate in the bidding process.
- 6.3 **Sale of Tender Documents:** Tender documents should preferably be sold up to one day prior to date of opening of tenders and the same should be clearly indicated in the documents. The procurement entity should also post the complete tender document on the web site and permit prospective tenderers to make use of the document downloaded from the web site. If the tender document is a priced one, there should be clear instructions for the tenderers in the document (which has been downloaded) to pay the amount by demand draft etc. along with the tender, prepared in the downloaded document. The sale of tender documents should not be restricted and should be available for sale freely. The procurement entity shall maintain proper records about the number of tender documents sold, list of parties to whom sold, details of the amount received through sale and, also, the number of unsold tender documents, which are to be cancelled after the opening of the tenders.
- 6.4 **Receipt of Tenders:**
- 6.4.1 The tenders received either by post or courier or by hand (excepting for Tenders received against Single Tender Enquiry) shall be dropped in the tender box, duly locked and sealed and its keys shall be with the Procurement entity.
 - 6.4.2 If a tender, received in a cover without any superscription about its contents, is opened by any official receiving it, he shall himself mark on the cover the tender number and the date of its receipt and the date of its opening and shall sign it and cause it to be delivered to the Procurement entity before the opening date.
 - 6.4.3 Tenders for items where no bid security is applicable which are received in open condition or through FAX or e mail or telegram within the due date and

time, shall not be rejected but shall be accepted at the risk of the bidder if the same is presented to procurement entity before the scheduled date and time of opening of bids and caused to be deposited into the tender box for formal opening by the Tender Opening Committee.

6.4.4 There may be cases where the tenders are too bulky to be put in the tender box or the tender box is not installed and, therefore, the tenders are to be submitted by hand. In such cases, it should be ensured that names and designations of at least two officers, who will receive the tenders, are prominently mentioned in the tender documents. The information about these officers should also be displayed at the entrance / reception of the premises where tenders are to be deposited. The officer receiving a tender is to give the bearer of the tender a receipt duly signed by him with date and time of receipt of the tender. A separate register is to be maintained for keeping records of the bids, received by hand. Such bids will be kept in safe custody till the date and time of bid opening and then such bids will be placed before the Tender Opening Committee.

6.5 E – Procurement:

6.5.1 Purchase of goods through electronic mode of interface with tenderers and IT enabled management of the entire procurement process (notice inviting tenders, supply of tender documents, receipt of bids, evaluation of bids, award of contract, and execution of contract through systematic enforcement of its various clauses and tracking of claims, counter-claims and payments) is gradually gaining popularity.

6.5.2 In order to cut down transaction costs and improve efficiency and transparency, the University aims to introduce E-procurement in due course of time, in all the Departments/offices/schools/centres/colleges under its administrative control for conducting their procurements electronically.

6.5.3 To start with, all Departments/offices, colleges, schools/ centres shall invariably publish all their tenders on their websites as the first step towards full-fledged e-procurement.

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

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

6.6 Late/Delayed Tenders

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

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

6.7 Postponement of tender opening date

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

- 6.7.2 Copies of such amendment /modification should be simultaneously sent to all the selected suppliers by registered/speed post/courier/email in case of Limited Tender Enquiry. In case of Advertised Tenders, the copies of such amendment / modification are to be simultaneously dispatched, free of cost, by registered/speed post/courier/e-mail, to all the parties who have already purchased the tender documents and copies of such amendments are also to be prominently attached in the unsold sets of the tender documents (which are available for sale), and simultaneously hosted on the web site and pointer advertisement inserted in the news paper.
- 6.7.3 When the amendment/modification made in the tender, changes the requirement significantly and /or when there is not much time left for the tenderers to respond to such amendments, and prepare revised tender, the time and date of submission of tenders are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of bids, bid validity period etc and validity period of the corresponding EMD/bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.
- 6.8 Opening of Tenders**
- 6.8.1 All the tenders, irrespective of response received (excluding offers received against proprietary /single tender enquiry) shall be opened by a Tender Opening Committee so constituted by the Head of the Department/Office, with Finance Officer or his nominee not below the rank of group “B” staff at the appointed day and time. The bids should be opened immediately after the deadline of bids with minimum time gap in between. In case of two-bid tenders, the Tender Opening Committee will first open the technical bids .The sealed envelope containing financial bids, will be signed by Tender Opening Committee with date and kept in a separate tender box meant for price bids exclusively. The financial bids should not be kept in files till these are opened and the key of the box should be with the Procurement entity or a responsible officer nominated in this behalf by him.
- 6.8.2 Separate notice for opening the bids needs to be sent to the bidders before opening of the financial bid in the case of two-bid system. Opening of the tenders without informing the bidders is strictly prohibited except for offers received on Single Tender basis.
- 6.8.3 The representatives who intend to attend the tender-opening must bring with them letters of authority from the corresponding bidders.
- 6.8.4 The question of ‘late tender’ as well as elaborate process of receipt and opening of bids, as applicable for Advertised Tenders and Limited Tender will not apply in case of procurement through single tender enquiry.
- 6.8.5 The Tender Opening Committee shall read out the following particulars only for the information of the authorized representatives attending the tender opening.
- (i) Tender number
 - (ii) Name of the firm
 - (iii) Description of the item
 - (iv) Price
 - (v) Whether the price is inclusive/exclusive of taxes and duties
 - (vi) Discount offered.
 - (vii) Delivery Schedule.
 - (viii) Any other extra charges quoted for packing, transport etc.
 - (ix) Terms of delivery
 - (x) Warranty obligations.

6.8.6 Responsibility of the Tender Opening Committee:

- (i) After opening, every tender shall be numbered serially initialed and dated on the first page by all the members of Tender Opening Committee. Each page of the price schedule or letter attached to it shall also be initialed by them with date, particularly the prices, delivery period etc., which shall also be encircled and initialed with date. Blank tenders, if any, should be marked accordingly by the members of tender opening committee. Alterations/corrections in the bids should also be initialed legibly by them. A similar procedure shall be followed wherever any erasing/cutting is observed.
- (ii) Any correction in the price quoted in the tender in words and/or figures shall be encircled in red ink by the representative of finance and signed. The members of the tender opening committee shall endorse this. The Tender Opening Committee will prepare a list of the representatives attending the tender opening and obtain their signatures on the same. The list will also contain the representatives' names and the corresponding bidders' names and addresses. The authority letters brought by the representatives will be attached with this list. This list must be signed by the Tender Opening Committee with date and time.
- (iii) An on-the-spot report containing the names of the tenderers (serial number wise) salient features of the tenders, as read out during public opening of tenders will be prepared by the tender opening committee members duly signed by them with date and time. The tenders, which have been opened, the list of the representatives attending the tender opening and the on-the spot report are to be handed over to the nominated purchase officer and acknowledgement obtained for the same.

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

7 Evaluation of tenders and conclusion of contracts

7.1 Introduction

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

7.2 Preliminary Examination

- 7.2.1 All the tenders received from the Tender Opening Committee will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, which do not meet the basic requirements, are to be treated as unresponsive and ignored.
- 7.2.2 The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
- (i) The Bid is unsigned.
 - (ii) The Bid is not eligible.
 - (iii) The Bid validity is shorter than the required period.
 - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - (v) Bidder has not agreed to give the required performance security.
 - (vi) The goods quoted are sub-standard, not meeting the required specification etc.
 - (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
 - (viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- 7.2.3 During the above preliminary examination, the Procurement entity may also find some minor informality and/or irregularity and/or nonconformity in some tenders. He may waive the same provided the same does not constitute any material deviation and financial impact.
- 7.2.4 Wherever necessary, the Procurement entity is to convey his observation on such 'minor' issues to the bidder by registered letter/speed post etc. asking the bidder to respond by a specified date also mentioning therein.
- 7.2.5 If the bidder does not confirm the view of the procurement entity or does not respond at all by that specified date, its tender will be liable to be ignored. Depending on the outcome, such tenders are to be ignored or considered further.
- 7.2.6 In situations of this kind, opportunity should be extended to all the responsive bidders

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

- 7.3.1 Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner:
- 7.3.2 If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee / Tender Opening Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 7.3.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- 7.3.4 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above. If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored.

7.4 Discrepancies between original and additional copies of a bid

- 7.4.1 In case, discrepancies are observed between the original copy and the other copies of the same tender set, the text etc. of the original copy will prevail. Here also, this issue is to be taken up with the bidder in the same manner as above and subsequent actions taken accordingly.
- 7.4.2 Details of all the bids, which have been declared unresponsive and to be ignored based on the analysis as per clause (a) and (b) should be recorded.

7.5 Qualification Criteria: After completing above stage, it is to be examined whether the remaining bidders (i.e. other than the unresponsive bidders) meet the required qualification criteria incorporated in the tender enquiry document. The bidders, which do not meet the required qualification criteria, are to be declared unresponsive and not to be considered further. Details of such bidders, which do not meet the required qualification criteria, are also to be recorded along with the grounds for their becoming unresponsive.

7.6 Scrutiny of Responsive Bids

- 7.6.1 **Single envelop Bid /tender:** In case of seeking bids in single envelop with (Technical & financial details together), the responsive tenders (i.e. after ignoring all the unresponsive bidders as above) are to be evaluated and ranked as per the procedure indicated in subsequent paragraphs. However, when the required goods are simple in nature and have standard specifications, initial scrutiny as well as scrutiny for qualification criteria may be done simultaneously in one go. In case the required goods are of sophisticated nature and comparatively of higher value, then in the first stage the initial scrutiny will be done to segregate the unresponsive tenders. Thereafter, all the remaining tenders are to be evaluated and ranked. The next step will be to check fulfillment of required qualification criteria by the bidders so ranked, starting from the lowest evaluated tender (L1). If L1 meets the required qualification criteria, that tender is to be selected for placement of contract. But if it does not meet the required criteria then similar determination is to be done for the next lowest evaluated tender (L2) and so on till reaching the tender who meets the required qualification criteria. This procedure, will save time by not checking the qualification aspects of all the responsive offers, simultaneously in one go.
- 7.6.2 **Two-bid System:** Under 2-bid system, the technical bid, will be opened first and will be evaluated by the Technical Sub Committee of the Technical Purchase Committee with respect to the qualification criteria and the technical specifications as spelt out in the tender. The committee doing the evaluation will also draw a technical comparative chart. The tenders meeting the qualification criteria and technical specifications will be short listed for financial evaluation. Then, the financial bids of the short listed parties will be opened and evaluated for lowest responsive offer.
- 7.6.3 In case the technical bid of a firm has been declared unqualified in the technical evaluation, the unopened financial bid shall be returned within 1 week after communicating reasons of rejection to the party concerned. The purpose of giving proposed time period of one week is that the parties rejected may at times contest reasons of rejection and if at all procurement entity is convinced with their view point/ reasons, they may consider the offer for

further evaluation. However, it should be done prior to opening of financial bids of other short listed parties.

- 7.6.4 All the bids received against the open tenders will be evaluated by the same Technical Sub Committee which had finalized its specifications. The committee will evaluate the technical bids first for ascertaining responsiveness and conformity to the specifications and other terms and conditions which had been decided after the Pre -Indent Conference with the parties. The financial bids of only those parties will be opened for further evaluation, whose responsiveness is confirmed by the Technical Purchase Committee. After opening of the financial bids, L1 will be decided and recommendations will be conveyed to the procurement entity for placing order.

7.7 Conversion of Currencies

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

7.8 Evaluation and Ranking

- 7.8.1 Depending on the terms of delivery and the projected requirement, all the applicable components of the costs, as quoted in the responsive tenders, are to be added to work out the ultimate evaluated costs of the tenders. The evaluation is also to include applicable taxes, duties etc. in the bid prices. Further, if the bid document provides for any price preference and/or Purchase preference for SSI/PSU etc. the same is also to be kept in view while evaluating such tenders.
- 7.8.2 The comparison between the indigenous and the foreign offers shall be made on FOR (free on rail) destination basis and CIF (cost, insurance and freight)/CIP (carriage and Insurance Paid) basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:
- (i) Towards customs duty and other statutory levies– as per applicable rates.
 - (ii) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value. Accordingly while soliciting bids, it should be clearly stipulated in the tender document that the bidder should give a clear cut break up of ex-works, FOB(free on board)/FCA(free carrier),CIF/CIP price to facilitate the proper comparison.
- 7.8.3 In the case of purchase of many items against one tender, which are not inter-dependent or, where compatibility is not a problem, normally the comparison may be made on ex works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.
- 7.8.4 Where there is no mention of packing, forwarding, freight, transportation, insurance charges, such offers shall be rejected as incomplete. This condition must be indicated in bold letters in the tender document/enquiry itself.

- 7.8.5 If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are a part of original indented specification.
- 7.8.6 Conditional tenders shall not be accepted.
- 7.8.7 No tender shall be technically rejected on flimsy grounds or on such vague grounds as unsatisfactory service during earlier purchases without providing any documentary proof.
- 7.8.8 Situations may arise when sufficient response has not been received or after bid evaluation there is only one responsive bidder. In such situations, the Purchase Committee / Technical Purchase Committee is required to check whether, while floating/issuing the tender enquiry, all necessary requirements like standard tender enquiry conditions, industry friendly specification, wide publicity, sufficient time for formulation of tenders, etc. were fulfilled. If not, the tender is to be re-issued/re -floated after rectifying the deficiencies. However, if after scrutiny it is found that all such aspects were fully taken care of and in spite of that the University ends up with one responsive bid only, then contract/Purchase Order may be placed on that bidder provided the quoted price is reasonable.

7.9 Reasonableness of Prices

- 7.9.1 While placing the contract/Purchase Order, on the lowest evaluated responsive tender (L1), the reasonability of price is arrived at. The procurement entity is expected to ensure that the price to be paid is reasonable, in all cases.
- 7.9.2 The broad guidelines for judging the reasonableness of price are as under:
- (i) Last purchase price of same (or, in its absence, similar) goods
 - (ii) Current market price of same (or, in its absence, similar) goods
 - (iii) Receipt of competitive offers from different sources
 - (iv) Quantity involved
 - (v) Terms of delivery
 - (vi) Period of delivery
 - (vii) Economic indices of raw material/labour
 - (viii) Other input cost and intrinsic Value
 - (ix) Note: Price paid in an emergency Purchase or Purchase price of goods offered by a firm through 'distress sale' (i.e. when the firm clears its excess stock at throwaway prices to avoid further inventory carrying cost etc.) are not accurate guidelines for future use.
- 7.9.3 If L1's price is not reasonable, then, in the first place, the Purchase Committee / Technical Committee has to review its own data and details to recheck whether the reasonable price so arrived at is correct or not. If it is correct, the procurement entity may, strictly as an exception, negotiate the price only with the lowest evaluated responsive tender (L1) in an attempt to bring down the same. If L1 reduces the price to the desired level, contract may be placed on him but if he does not agree, then further action like re-tendering etc. may be decided by the Purchase Committee / Technical Committee depending on the merits of the case.

7.10 Negotiations

- 7.10.1 There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations if at all required shall be held with the lowest (L-1) evaluated responsive bidder with the cogent reasons to be recorded.

- 7.10.2 Counter offers tantamount to negotiations and should therefore be avoided.
- 7.10.3 Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. In case L-1 backs out then re tendering shall be done.
- 7.10.4 The evaluation report shall clearly bring out:
- (i) the technical acceptability of the offer
 - (ii) the reasonability of the price quoted, and
 - (iii) the reasonability of the delivery period offered.
- 7.10.5 The latest instructions issued by the Central Vigilance Commission, Government of India on the subject dated 20.1.2010 are placed at **Annexure-VIII**, for compliance.
- (i) the technical acceptability of the offer
 - (ii) the reasonability of the price quoted, and
 - (iii) the reasonability of the delivery period offered.
- 7.11 **Comparative statement**
- 7.11.1 A Comparative Statement of the tenders opened, should be prepared and if needed, help of technical person may be taken in the case of bids invited on single bid basis.
- 7.11.2 However, in case of two-bid system, the Chairman Technical Committee shall have a technical comparative statement of specifications prepared strictly as per indented basket of items. Based on the recommendations of Purchase Committee or Technical Committee concerned on the technical evaluation, the financial bids shall be opened and Comparative Statement of prices would then be prepared. Thereafter, recommendations of the Purchase Committee concerned should be obtained.
- 7.11.3 A certificate to the effect that the details of all quotations opened by the tender opening committee have been included in the comparative statement should be incorporated by the officer/official preparing the comparative statement. The comparative statement must be signed by all the members of Purchase Committee or Technical Committee to confirm correctness of prices and recommendations.
- 7.11.4 The comparative statement shall be without any overwriting or deletions and shall neatly give the quoted price in figures.
- 7.11.5 When bids are received in different currencies, the comparative statement shall clearly give the exchange rate as notified in the newspapers/internationally known websites like rbi.org.in etc on the date of opening of the bid and the quoted price in rupees in the case of single bid system. However, when two bid system is adopted, then the exchange rate as prevailing on the date of opening the financial bid should be the basis for preparing the comparative statement.
- 7.11.6 The comparative statement must include all the details as indicated above for bids received from within India and from abroad including the loading for comparison only along with details of specifications of the material offered by the bidder, rates quoted (including taxes or otherwise), discount, if any, all other applicable components of cost, delivery schedule, earnest money deposit, validity of the offer, payment schedule etc.
- 7.11.7 The recommendations of the procurement entity must be obtained prior to referring the matter to Purchase Committee /Technical Committee as the case

may be and the offer selected along with details of the items should be encircled on the Comparative Statement.

7.11.8 Samples:

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

7.12 Finalization of Contract/Placement of order

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

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

7.12.3 The RC may be concluded for the following items:

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

7.12.4 The University may conclude rate contracts for Machine Tools, Information Technology Products, Ancillary Spares and similar products and chemicals where the design feature, performance parameters etc. of such products/goods differ significantly among the products of different manufacturers and even between different models of the same manufacturer and where equitable comparison of prices of such products is not feasible. However, in the case of proprietary items the RC may be concluded with the manufacturers on single tender basis.

- 7.12.5 The period of a Rate Contract should normally be one year. However, in special cases, shorter or longer period may be considered. As far as possible, termination period of rate contracts should be fixed in such a way as to ensure that budgetary levies would not affect the price and thereby frustrate the contracts. Attempts should also be made to suitably stagger the period of rate Contracts through out the year.
- 7.12.6 Normally, rates for RC should be obtained from manufacturers especially in specialized consumable items like chemicals, glassware, plastic wares, computer consumables, etc. For general items authorized dealers/ stockiest/ retailers may also quote for the purpose of concluding RC. The credibility of these dealers/stockists/retailers should be kept in mind while deciding the conclusion of the rate contract. Deliberately adding restrictive clauses like insistence on having local dealers of the manufacturers should be avoided so long as there is an efficient supply chain and the firm is willing to supply directly.
- 7.12.7 The Contract should be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.
- 7.12.8 The entire process of scrutiny and evaluation of tenders, preparation of comparative statement and notification of award must be done within the original tender validity period. The validity period should not be unreasonably long as keeping the tender unconditionally valid for acceptance for longer period entails the risk of getting higher prices from the bidders. Generally, the validity period should not be more than three months from the date of tender opening.
- 7.12.9 If due to some exceptional and unforeseen reasons, it is not possible to place the contract within the original validity period, the procurement entity should request, before expiry of the original validity period, all the responsive bidders to extend their tenders up to a specified period. While asking for such extension, the bidders are also to be asked to extend their offers as it is, without any changes therein.
- 7.12.10 The bidders may also be requested to extend the validity of the Bid Security for the corresponding additional period (which is to be specified in the request). There may be occasion that a bidder may not agree to such a request but this will not tantamount to forfeiture of his Bid Security. But the bidders, who agree to extend the validity, are to do so without changing any terms, conditions etc. of their original bids.
- 7.12.11 In all cases where a contract is to be signed on a stamp paper, a letter of intent may be issued to the firm in advance of the contract, which should specifically mention, *interalia*, the deadline for signing of the contract which should not normally be more than two weeks from the date of its issuance.
- 7.12.12 All Purchase related contracts above Rs.25 lakhs are be signed on stamp paper of Rs.100/= or as per prevalent stamp duty rules based on value, shall be concluded by the Finance Officer or his duly authorized nominee “for and on behalf of the Central University of Himachal Pradesh”. The contract shall be countersigned by the Finance Officer.

- 7.12.13 While entering into contracts, it should be ensured that;
- (i) The terms of contract are precise, definite and without any ambiguities and should not include an uncertain or indefinite liability.
 - (ii) No work of any kind is commenced without proper execution of a contract as given above.
 - (iii) Contract should include provision for payment of all applicable taxes by the contractor or supplier.
 - (iv) The terms of a contract, including the scope and specifications once entered into, should not be materially varied. Whenever material deviations becomes unavoidable, the financial and other effects should be examined and recorded and specific approval of the Purchase Committee concerned to the changes and to get the revised financial sanction and other commitments must be obtained before varying the conditions.
- 7.12.14 The RC shall be concluded on the following conditions:
- (i) In the Schedule of Requirement, if any, no quantity is mentioned; only the anticipated drawal may be mentioned without any commitment.
 - (ii) The University reserves the right to conclude more than one rate contract for the same item.
 - (iii) The University as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
 - (iv) The University has the option to renegotiate the price with the rate contract holders.
 - (v) In case of emergency, the University may purchase the same item through ad hoc contract with a new supplier.
 - (vi) Terms of delivery in rate contracts should be FOR destination.
 - (vii) A warranty clause should be incorporated in every contract and all contracts for supply of goods should reserve the right to reject goods which do not conform to the specifications.
- 7.12.15 The contract effective date is invariably indicated as per the agreed terms and conditions.
- 7.12.16 **Standard Form of Rate Contract:** The form for award of rate contract is given at **Annexure-IX**. It consists of:
- (i) Covering letter conveying acceptance of the firms' offer
 - (ii) Schedules indicating price and other terms of contract
 - (iii) Details of parallel rate contracts concluded, if any.
- 7.12.17 **Parallel Rate Contracts: The University may enter into parallel rate contracts in the following cases:**
- (i) Where the rates and quality of more than one firm/tenderer is the same.
 - (ii) Where it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item, the University may enter into more than one rate contract with different suppliers for the same item. Such rate contracts are known as Parallel Rate Contracts.

- (iii) In exceptional circumstances where there is an acute need of parallel Rate contract with more than one firms, and the L2 or L3 firms are not willing to match the price quoted by L1 firm, the University may also agree to conclude RC with L2 or L3 firms at their quoted prices provided their rates are within a reasonable limit of variance from the L1 prices. Reasonableness of the variance in prices will be judged by the University at its best wisdom. In all such cases specific approval of the Vice-Chancellor shall be mandatory.

7.13 **Integrity Pact:** Integrity part envisages an agreement between the prospective bidder with the buyer with the aim not to exercise any corrupt influence on any aspect of the contract. Adoption of an integrity pact in accordance with CVC guidelines (**Annexure X**) to ensure transparency, equity and competitiveness shall invariably be done in all one-time major purchase cases exceeding Rs. 3.0 (three) crores.

7.14 **Liquidated Damages:** In order to take care of delays in supplies and performance, a clause for claiming liquidated damages ordinarily 0.5% of the delivered price of the delayed goods/services for each week, with maximum limit of 10% is to be incorporated in the terms and conditions.

7.15 **Purchase Orders:**

7.15.1 Once the proposal is approved by the Purchase Committee and the sanctioning authority accords the expenditure sanction, the purchase/supply order shall be prepared and arranged to be sent. However, the specifications embodied in the Purchase Orders should be vetted by the procurement entity before the Purchase order is issued especially in high value purchases and purchases involving technicalities.

7.15.2 The purchase order shall contain the rate contract number and date, make and model of the item with description, rate, quantity ordered, amount and terms and conditions like Delivery schedule, Place of Delivery, Payment terms, taxes and duties, any other charges like packing, forwarding, transportation, insurance etc., discounts offered by the firm, installation and commissioning, if required, warranty period, training if any Full address of the Indenter along with telephone. No. Fax No. and E. mail address, etc.

7.15.3 The order shall also contain the inspection procedures to be followed for inspecting the ordered goods for acceptance and the probable time needed for inspection.

7.15.4 Orders for equipments costing more than Rs.10 lakhs shall be dispatched either in two copies with an instruction that one copy duly signed may be returned as a token of the acceptance of the order or there should be a clause for submission of acceptance of the supply order promptly within one week of receipt of the said order. However, if the contract is signed across the table, then order acceptance is not required.

7.15.5 The copies of orders shall be hosted on the website in respect of Purchase Orders/Contracts valuing more than Rs.25.00 Lakhs. The order confirmation should be received within one week. However, the procurement entity has the powers to extend the time frame for submission of order confirmation and submission of Performance Security.

7.15.6 Even after extension of time, if the order confirmation or performance security, are not received, then in consultation with Purchase Committee, the Purchase order should be cancelled and limited tenders irrespective of the value may be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change

- in specifications. In such cases the defaulting firm should not be considered again for re-tendering in any particular case.
- 7.15.7 The copies of Purchase Order valuing more than Rs.25.00 Lakhs are to be endorsed to the Finance Officer.
- 7.15.8 The University is entitled to place Purchase Orders upto the last day of the validity of the rate contract and, though supplies against such Purchase Orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- 7.15.9 The Purchase Order may be placed on any of the RC holder and no Comparative Statement of prices is required to be prepared for the Purchase of items on RC basis.
- 7.15.10 The modalities for concluding of the RC shall be decided by the Finance Officer on the recommendation of Central Purchase Committee and approval of the Vice-Chancellor. It is not mandatory to solicit RC proposal through press tender in case the sources of supplies are definitely known.
- 7.15.11 The detail of the R/Cs and supply/purchase order should be hosted on the website of the University.
- 7.16 **Fall clause:** Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.
- 7.17 **Renewal / extension of Rate Contract:**
- 7.17.1 It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders.
- 7.17.2 Rate contracts of the firms, who do not agree to such extension, are to be left out. Period of such extension should generally not be more than one year in the first instance.
- 7.17.3 Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.
- 7.17.4 The extension of rate contract should be made with due diligence and prudence. It should be avoided especially in cases where the market/price trend is likely to be lower.
- 7.17.5 Normally no extension of scheduled delivery or completion dates should be granted except where events constituting *force majeure*, as provided in the contract, or any other convincing valid reasons. Extensions with or without penalty may be allowed through formal amendments to the contract only with the approval of the sanctioning authority, without referring to the Purchase Committee. Prior to invoking Penalty clause, due notice should be given to the supplier in consultation with the Finance Officer, to execute the order/contract failing which penalty shall be imposed.

7.18 **Tenderer's right to question:**

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

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

7.20 **If the supplier is unable to complete the supply within the stipulated delivery period:** If the supplier is unable to complete the supply within the stipulated delivery period for which the supplier is responsible, he is required to request for extension of delivery period. If the purchaser agrees to extend the contractual delivery schedule, the same may be done by issue of an amendment to the contract with suitable denial clauses and with imposition of liquidated damages for delay. The amendment letter is to mention, inter alia that, in addition to imposition of liquidated damages, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the supplier for the delayed supply. At the same time, if for any reason, whatsoever, the cost of the goods to be supplied/ services to be performed by the supplier decreases, that benefit will be passed on to the purchaser. Supplier's unconditional acceptance of the amendment letter by a specified date is to be watched and if the supplier does not agree to accept the amendment letter, further action is to be taken against him in terms of the contract. The model letter for extension of contract delivery period on above lines is given at **Annexure-XI**.

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

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

- 7.22.1 If there is no response or no satisfactory response from the firm, a decision should be taken depending upon the circumstances either to cancel the contract or give further extension of delivery period. If it is decided to give further extension in delivery period in a bonafide effort to procure the supplies/services, a notice-cum-Extension letter on **Annexure-XIII** may be issued to the firm.
- 7.22.2 If there is no response within 15 days, notice may be issued to the firm on **Annexure-XIV**. If still the firm does not acknowledge/communicate acceptance, the contract shall then be cancelled after 15 days of notice period and make the purchase from other source at the risk and cost of the contractor.

7.23 **Correspondence with the Supplier after Breach of Contract:** The procurement entity or its authorized representative is not to enter into correspondence after expiry

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

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

7.29 Tolerance Clause:

- 7.29.1 To take care of any change in the requirement during the period starting from issue of tender enquiry till placement of the contract, a plus/minus tolerance clause is to be incorporated in the tender document, reserving right of the procurement entity to increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the tenderers.
- 7.29.2 While awarding the contract, the quantity ordered may be increased or decreased, if necessary, within the prescribed plus/minus tolerance limit.
- 7.29.3 The tolerance limit should be reasonable. Higher is the tolerance limit, more is the uncertainty for the tenderers in formulating their prices. Therefore, higher the tolerance limit, more is the chance of loading on the prices quoted by the tenderers to take care of such uncertainties.
- 7.29.4 As such the tolerance clause should be incorporated in the tender document sparingly and in very exceptional cases.

8 Terms of Payments

8.1 Duties and Taxes on Domestic Goods:

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

- 8.2 **Octroi and Local Taxes** The goods supplied against contracts are generally exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. The suppliers should be informed accordingly by incorporating suitable instructions in the tender enquiry document and in the resultant contract. Wherever required, the suppliers should obtain the exemption certificate from the procurement entity to avoid payment of such levies and taxes. In case, where the municipality or the other local bodies insist upon such payments (in spite of purchase organization's exemption certificate), the supplier

should make the payment to avoid delay in supplies and forward the receipt of the same to the purchase organization for reimbursement and, also, for further necessary action by the purchase organization.

- 8.3 **Custom Duty on Imported Goods** In respect of imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian Customs Tariff Number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. The standard clauses to be utilized for this purpose are to be incorporated in the tender enquiry documents. The Government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the following organizations: i) Scientific and technical instruments imported by Research Institutes. ii) Hospital equipment imported by Government Hospitals. iii) Consumable goods imported by a public funded Research Institution or a University. However, to avail of such exemptions, the organizations are required to produce “Custom Duty Exemption” certificate and “Not Manufactured in India” certificate at the appropriate time. The relevant contemporary instructions covering these aspects should be incorporated in the tender enquiry document and in the resultant contract.
- 8.4 **Duties/Taxes on Raw Materials** The University is not liable to any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the currency of the contract, unless such liability is specifically agreed to in terms of the contract.
- 8.5 **Terms of Payment for Domestic Goods** Where the terms of delivery is FOR Despatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. may be – 60% to 90% on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee. Where the terms of delivery is CIP destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier. Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under: i) For a contract with terms of delivery as FOR despatching station – 60% on proof of despatch along with other specified documents, 30% on receipt of the goods at site by the consignee and balance 10% on successful installation and commissioning and acceptance by the consignee. ii) For a contract with terms of delivery as CIP destination/Delivery at site/FOR destination – 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier and balance 10% on successful installation and commissioning and acceptance by the consignee. Generally, in case of goods requiring installation and commissioning at site by the supplier, the desirable terms of delivery are CIP destination or Delivery at site, so that the supplier remains responsible for safe arrival of the ordered goods at the site. Therefore, unless otherwise decided Ex-works or FOR Despatching station terms should be avoided.
- 8.6 **Terms of Payment for Imported Goods**
- 8.6.1 **Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier** – 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers’ test certificate, etc.
- 8.6.2 **Cases where Installation, Erection and Commissioning are the responsibility of the Supplier** – 80% - 90% net FOB/FAS price will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 - 30 days of successful installation and commissioning at the consignee’s premises and acceptance by the consignee.

- 8.7 **Payment of Agency Commission against FOB/FAS Contract** – Entire 100% agency commission is generally paid after all other payments have been made to the supplier in terms of the contract.
- 8.8 **Payment of Air Freight Charges** Goods that are required to be air lifted are to be despatched through Air India/Indian Airlines only on a 'Charge forward basis'. All air freight charges, which are shown on the relevant consignment note as chargeable to the consignee, are to be paid to Air India/Indian Airlines in Rupees.
- 8.9 **Documents for Payment** The documents, which are needed from the supplier for release of payment, are to be clearly specified in the contract. The paying authority is also to verify the documents received from the supplier with corresponding stipulations made in the contract before releasing payment. The important documents, which the supplier is to furnish while claiming payment, are: a) Original Invoice b) Packing List c) Certificate of country of origin of the goods to be given by the seller or a recognized Chamber of Commerce or other agency designated by the local Government for this purpose. d) Certificate of pre-despatch inspection by purchaser's representative e) Manufacturer's test certificate f) Certificate of Insurance g) Bill of lading/Airway bill/Rail receipt or any other despatch document, issued by a government agency (like the Department of Posts) or an agency duly authorized by the concerned Ministry/Department. h) Product is new, un-used and also meets the other relevant contractual requirements. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming this payment has been fulfilled as required under the contract. There should also be a suitable provision for verification of the authenticity of the person signing the invoice etc. for claiming the payment.

9 Modes of Payment

- 9.1 **Payment to Domestic Suppliers** Payments to domestic suppliers are usually made by cheque/demand draft drawn on a Government treasury or branch of the Reserve Bank of India or State Bank of India transacting government business. Such payment can also be made to the supplier's bank, if the bills are endorsed in favour of the bank with a pre-receipt embossed on the bills with the words, "Received payment" and both the endorsement and pre-receipt are authenticated by the supplier. In addition, an irrevocable power of attorney is to be granted by the supplier in favour of the bank. In such of those cases where there has been global tendering, in order to have uniform payment clauses, if domestic suppliers, especially against high value contracts for sophisticated equipment/machinery, desire payment through Letter of Credit, the same, depending on the merits of the case may be agreed to.
- 9.2 **Payment to Foreign Suppliers** Payment to foreign suppliers are ordinarily made by Letters of Credit (LC) opened by the State Bank of India or any other scheduled/ authorized Bank. If Letter of Credit is not opened, payment can also be made to the seller through Direct Bank Transfer for which buyer has to ensure that payment is released only after the receipt of prescribed documents.
- 9.3 **Payment by Letter of Credit** Two banks are involved for payment to the supplier by Letter of Credit – purchaser's bank and supplier's bank. The purchaser is to forward the request to its bank in the prescribed format as formulated by State Bank of India, along with all relevant details including authenticated copy of the contract. Based on the same, the purchaser's bank opens letter of credit on behalf of the purchaser for transacting payment to the supplier through the supplier's bank. Care should be taken to ensure that the payment terms and the documents to be produced for receiving payments through letter of credit are identical with those shown in the contract. Generally, irrevocable letter of credit is opened so that the supplier is fully assured of its payment on fulfilling its obligations in terms of the contract. In case, the delivery date of the contract is extended to take care of delay in supply, for which supplier is responsible, the tenure of the letter of credit is also to be extended, but the expense incurred for such extension (of letter of credit) is to be borne by the supplier.

9.4 **E-Payments:**

9.4.1 E-banking and E-payments are now used by various banks by adopting Electronic Clearing System and Electronic Fund Transfer procedure. The payments to suppliers may be made through such mechanism where such facility is possible.

9.4.2 The e-payments to the contractors/supplies should be made in cases where the bills are endorsed in favour of the Bank or a pre-receipt is embossed on the bills with the words "Received Payment" and is authenticated by the contractor/supplier under his own signatures or under the signatures of an authorised signatory.

9.4.3 The instructions issued in this behalf by the Central Vigilance Commission, Govt. of India dated 6/4/2004, are placed at **Annexure-XVI** for compliance.

9.5 **Deduction of Income Tax, Service Tax, etc. at Source from Payments to Suppliers:** This will be done as per the existing law in force during the currency of the contract.

9.6 **Recovery of Public Money from Supplier's Bill:** Sometimes, requests are received from different Departments/offices for withholding some payment of a supplier out of the payment due to it against a contract. Such requests are to be examined by the Department/office concerned on the merits of the case for further action. It will however, be the responsibility of the Department asking for withholding of payment to defend the University against any legal procedure arising out of such withholding as also for payment of any interest thereof.

9.7 **Refund from Supplier** Sometimes, the suppliers, after claiming and receiving reimbursements for sales tax, excise duty, custom duty etc. from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made to that supplier). The tender enquiry document and the contract are to contain suitable provisions for obtaining such refunds from the supplier.

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

Advance payments to suppliers:

9.9 Ordinarily payments for the supplies made or services rendered should be released only after the supplies have been received or the services have been availed.

9.10 To safeguard the university against any default, especially in case of equipments, computers, etc. payments to the extent of 90% should be made against receipt of material and balance 10% should be released after satisfactory installation/working report.

9.11 In case of purchases of high value plant and machinery of a complex and technical nature, 80% payments may be made after receipt and installation and satisfactory working report; and 20% payments should be released after adjudging the working for three months.

9.12 However, it may become necessary to make advance payments in the following types of cases:

9.12.1 To the firms/contractors holding maintenance contracts for servicing of machinery and electronic equipments like air-conditioners, computers etc;

9.12.2 To the firms/contractors executing fabrication contracts or turn key contracts, etc.

9.12.3 Such advance payments should be restricted to the following limits:

- 9.12.4 Thirty per cent of the contract value to the private contractors/suppliers;
- 9.12.5 Forty per cent of the contract value to a State or Central Government Department/Organization or Public Sector undertaking.
- 9.12.6 In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

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

- 10 Part payments to suppliers:** Depending upon the terms of delivery/payments, incorporated in the contract, part payments to the supplier may be released after it dispatches the goods from its premises in terms of the contract.
- 11 Buy back Offers:** The procurement entity may, with the concurrence of the Finance Officer may decide to replace an existing old item with a new and better version, subject to further the following conditions:
 - 11.1 The Finance Officer may concur such a proposal after getting the proposal assessed from a committee of atleast three persons from the concerned/related field.
 - 11.2 For this purpose a suitable clause is to be incorporated in the bidding document so as to facilitate the prospective and interested bidders to formulate their bids accordingly.
 - 11.3 Depending upon the value and condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder should be decided and relevant details in this regard suitably incorporated in the bidding document.
 - 11.4 Further suitable safeguard provision should also be kept in the bidding document to enable the purchaser either to trade or not to trade the item while purchasing the new one.
- 12 Transparency, competition, fairness and elimination of arbitrariness in the procurement process:** All university purchases should be made in a transparent, competitive and fair manner, to secure best value for money. This will also enable the prospective bidders to formulate and send their competitive bids with confidence. Some of the measures for achieving these purposes are as below:
 - 12.1 The text of the bidding document should be self contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. The bidding document should contain, inter alia:
 - 12.1.1 The criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position, etc.
 - 12.1.2 Eligibility criteria for goods indicating any legal restrictions or conditions about the origin, manufacturing and supplying of goods etc. which may be required to be met by the successful bidder.
 - 12.1.3 The procedure as well as date, time and place for sending the bids.
 - 12.1.4 Date, time and place of opening of the bids.

- 12.1.5 Terms of delivery.
- 12.1.6 Special terms affecting performance, if any.
- 12.2 Suitable provision should be kept in the bidding document to enable a bidder to make queries about the bidding conditions, bidding process and/or rejection of his bid.
- 12.3 Suitable provision for settlement of disputes, if any, emanating from the resultant contract, should be kept in the bidding document.
- 12.4 The bidding document should indicate clearly that the resultant contract will be interpreted under Indian Laws and in case of a legal dispute the same shall be subject to jurisdiction of local Courts of Himachal Pradesh.
- 12.5 The bidders should be given reasonable time to send their bids.
- 12.6 The bids should be opened in public and authorized representatives of the bidders should be permitted to attend the bid opening.
- 12.7 The specifications of the required goods should be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specifications should be broad based to the extent feasible. Efforts should also be made to use standard specifications which are widely known to the industry.
- 12.8 Pre bid conference: In case of procurement of sophisticated and costly equipment of highly technical nature involving latest technology or execution of costly turn-key contracts, suitable provision is to be kept in the bidding documents for a pre-bid conference for clarifying issues and clearing doubts, if any, about the minimum level of acceptable specifications and other allied technical details of the equipment, machinery etc. The date, time and venue of pre-bid conference should be indicated in the bidding document. This date should be sufficiently ahead of bid opening date.
- 12.9 The criteria for determining responsiveness of bids as well as factors to be taken into account for evaluating the bids, awarding the contract to the responsive bidder should be clearly indicated in the bidding document.
- 12.10 Evaluation of bids should be made strictly in accordance with the terms and conditions of the bidding document and no new conditions should be brought in for evaluation of the bids. Determination of responsiveness of bids should be based on the contents of the bid itself without any recourse to extrinsic evidence.
- 12.11 Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 12.12 Negotiation with bidders after bid opening must be severely discouraged. However, in exceptional circumstances where price negotiation is necessary due to some unavoidable circumstances or reasonable justification, the same may be resorted to only with the lowest evaluated responsive bidder. If the negotiation with lowest bidder fails to result in an acceptable contract, the negotiations with the next ranked lowest bidder and so on, may be held.
- 12.13 In the rate contract system where a number of firms are likely to be brought on rate contract for the same item, negotiations as well as counter offering of rates could be held with the prospective bidders.
- 12.14 Contracts should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bid document. However, where the lowest acceptable bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher bidder at the rates offered by the lowest responsive bidder on the same terms and conditions.
- 12.15 Where the rates of more than one firm have been approved for the same item, time and cost effectiveness may be kept in view.

12.16 The copies of latest circulars of Central Vigilance Commission, Government of India on the issue of transparency in work/purchase/consultancy contracts awarded, issued vide letter dated 5.7.2007 and Transparency in Tendering System DATED 11.2.2011, are placed at **Annexures-XVIII and XIX** for compliance by all concerned.

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

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

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

15 Inspection of material and payment process: No payment for goods received shall be made unless the following procedure is followed:

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

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

16 Issue of goods

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

17 Transfer of charge:

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

recorded under joint signatures of both the relieved and relieving officials on the following form:

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

Handed over

Taken over

Signatures of relieved official

Signatures of relieving official

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

18 Physical verification

18.1 Physical verification of all stores under the charge of a department/office shall be made at least once in a year through a committee of at least 3 persons under the order of the Head of Department/Office, subject to the condition that the verification is not entrusted to a person –

18.1.1 Who is the custodian of stores to be verified or who is the nominee or is employed under the custodian of stores;

18.1.2 Who is not conversant with the specifications and nomenclature of the particular class of stores to be verified.

18.1.3 The physical verification is to be done in accordance with general or specific instructions prescribed by the Finance Officer.

18.1.4 The verification shall never be left to junior subordinates and in case of large and important stores, it shall be as far as possible entrusted to responsible officers who are independent of the subordinate authority of store incharge.

18.1.5 In making the physical verification the following instructions shall invariably be followed:

(i) The verification shall always be made in the presence of custodian of stores or a responsible person deputed by him.

(ii) The discrepancies if any noticed during the course of such verification should be accounted for immediately so that the accounts may depict true state of affairs.

(iii) Shortages and damages as well as unserviceable stores shall be reported immediately to the Head of Department/office.

(iv) The balance of stores shall not be held in excess of the requirements for a given period and for any prescribed minimum limit.

18.2 A certificate of verification of stores with its results shall be recorded on the list, inventory or stock accounts as the case may be, where such verification is carried out.

- 18.3 The physical verification committee shall submit a report of correctness or surplus/short and obsolete stores.
- 18.4 The Head of Department/Office should satisfy himself with the verification report so submitted by the said Committee and shall submit a copy of the annual physical verification report to the Finance Officer, based on the results of verification by the committee.
- 18.5 The Head of the Department/office shall take corrective measures wherever required to ensure that the stores have been properly kept up to date and that the goods are accurately held in stocks, and shall furnish the following certificate to the Finance Officer in the month of April every year:

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

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

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

19.10 After the process of destruction or auction is over, the entries with regard to manner of disposal shall be made in the relevant stock registers and balances struck along with the income out of the said auction realized.

20 Modes of Disposal :

- 20.1 Surplus or obsolete or unserviceable goods of assessed residual value above Rupees Two Lakh should be disposed of by: a) obtaining bids through advertised tender or b) public auction.
- 20.2 For surplus or obsolete or unserviceable goods with residual value less than Rupees Two Lakh, the mode of disposal will be determined by the competent authority, keeping in view the necessity to avoid accumulation of such goods and consequential blockage of space and, also, deterioration in value of goods to be disposed of.
- 20.3 Certain surplus or obsolete or unserviceable goods such as expired medicines, food grain, ammunition etc., which are hazardous or unfit for human consumption, should be disposed of or destroyed immediately by adopting suitable mode so as to avoid any health hazard and/or environmental pollution and also the possibility of misuse of such goods.
- 20.4 Surplus or obsolete or unserviceable goods, equipment and documents, which involve security concerns (e.g. currency, negotiable instruments, receipt books, stamps, security press etc.) should be disposed of / destroyed in an appropriate manner to ensure compliance with rules relating to official secrets as well as financial prudence.
- 20.5 **Disposal through Advertised Tender:** The broad steps to be adopted for this purpose are as follows :
 - 20.5.1 Preparation of bidding documents.
 - 20.5.2 Invitation of tender for the surplus goods to be sold.
 - 20.5.3 Opening of bids.
 - 20.5.4 Analysis and evaluation of bids received.
 - 20.5.5 Selection of highest responsive bidder.
 - 20.5.6 Collection of sale value from the selected bidder.
 - 20.5.7 Issue of sale release order to the selected bidder.
 - 20.5.8 Release of the sold surplus goods to the selected bidder.
 - 20.5.9 Return of bid security to the unsuccessful bidders.
 - 20.5.10 The important aspects to be kept in view while disposing the goods through advertised tender are as under :-
 - (i) The basic principle for sale of such goods through advertised tender is ensuring transparency, competition, fairness and elimination of discretion. Wide publicity should be ensured of the sale plan and the goods to be sold. All the required terms and conditions of sale are to be incorporated in the bidding document comprehensively in plain and simple language. Applicability of taxes, as relevant, should be clearly stated in the document.
 - (ii) The bidding document should also indicate the location and present condition of the goods to be sold so that the bidders can inspect the goods before bidding.
 - (iii) The bidders should be asked to furnish bid security along with their bids. The amount of bid security should ordinarily be ten per cent of the assessed or reserved price of the goods. The exact bid security amount should be indicated in the bidding document.
 - (iv) The bid of the highest acceptable responsive bidder should normally be accepted. However, if the price offered by that bidder is not acceptable, negotiation may be held **only** with that bidder.

- (v) In case the total quantity to be disposed of cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder(s) at the price offered by the highest acceptable bidder.
- (vi) Full payment, i.e. the residual amount after adjusting the bid security should be obtained from the successful bidder before releasing the goods.
- (vii) In case the selected bidder does not show interest in lifting the goods, the bid security should be forfeited and other actions initiated including resale of the goods in question at the risk and cost of the defaulter, after obtaining legal advice.
- (viii) Late bids i.e. bids received after the specified date and time of receipt should not to be considered.

20.6 **Disposal through Auction:** A Department/office/school/centre of the university may undertake auction of goods to be disposed of either directly or through approved auctioneers.

20.6.1 The basic principles to be followed here are similar to those applicable for disposal through advertised tender so as to ensure transparency, competition, fairness and elimination of discretion. The auction plan including details of the goods to be auctioned and their location, applicable terms and conditions of the sale etc. should be given wide publicity in the same manner as is done in case of advertised tender.

20.6.2 While starting the auction process, the condition and location of the goods to be auctioned, applicable terms and conditions of sale etc., (as already indicated earlier while giving wide publicity for the same), should be announced again for the benefit of the assembled bidders.

20.6.3 During the auction process, acceptance or rejection of a bid should be announced immediately on the stroke of the hammer. If a bid is accepted, earnest money (not less than twenty-five per cent. of the bid value) should immediately be taken on the spot from the successful bidder either in cash or demand draft, drawn in favour of the concerned Head of the Department/school/centre selling the goods. The goods should be handed over to the successful bidder only after receiving the balance payment.

20.6.4 The auction is to be done by an auction committee. The composition of the auction committee will be as approved by the Vice-Chancellor on the concurrence of the Finance Officer, on case to case basis. The presence of the Finance Officer or his representative shall be mandatory in auction committees.

20.7 **Disposal at scrap value or by other modes:** If at occasions it is not possible to sell or dispose off any surplus or obsolete or unserviceable item in spite of its attempts through advertised tender or auction, the same may be disposed off at its scrap value with the approval of the Vice-Chancellor in concurrence with Finance Officer. In case still it is not possible to sell or dispose off the item even at its scrap value, it may be done through any other mode of disposal including destruction of the item in an eco-friendly manner. A sale account should be prepared for goods disposed off in **Annexure-XXIII** duly signed by the members of auction committee and countersigned by the Head of the Department/office concerned.

20.8 **Powers to write off:** All profits and losses due to revaluation, stock-taking or other causes shall be duly recorded and adjusted where necessary. Formal sanction of the competent authority shall be obtained in respect of losses, even though no formal correction or adjustment in university accounts is involved. Powers to write off the losses are available under the Delegation of Financial Powers.

20.9 **Losses due to depreciation** : Losses due to depreciation shall be analyzed, and recorded under following heads, as applicable :-

- 20.9.1 Normal fluctuation of market prices;
- 20.9.2 Normal wear and tear;
- 20.9.3 Lack of foresight in regulating purchases; and
- 20.9.4 Negligence after purchase.

20.10 **Losses not due to depreciation** : Losses not due to depreciation shall be grouped under the following heads :-

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

22. Purchase Committees

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

22.1 Local Purchase Committee

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

22.2 Department Level Purchase Committee:

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

22.3 School/Centre level Purchase Committee:

- (a) **Constitution:** There shall a Standing Purchase Committee at each School/Centre level, consisting of at least three persons from the School/Centre concerned, one nominee of the Dean of the College and one nominee of the Finance Officer.

- (b) **Functions:** The purchases/procurement of all items, both consumable and non consumables (equipment, machinery etc.) up to Rs. 10 lakhs, in a School/Centre, irrespective of mode of procurement.

22.4 **Campus Sale and Purchase Committee**

- (a) **Constitution:** There shall a Standing Campus Sale and Purchase Committee at each Campus of the University, consisting of (i) Senior most Dean/Director as the Chairman, (ii) all Deans/Directors as members, (iv) Concerned Head of the Department(s)/Schools/Centres (whose cases are likely to be examined) as members, (v) The Scientist(s)/Principal Investigator(s) concerned, as members with (vi) Deputy Finance Officer at the campus, as Member Secretary.
- (b) **Functions:** The purchases/procurement of all items, both consumable and non consumables (equipment, machinery etc.) up to Rs. 25 lakhs, at a Campus, irrespective of mode of procurement.

22.5 **Central Sale and Purchase Committee**

- (a) **Constitution:** There shall a Standing Central Sale and Purchase Committee at the University level, consisting of: (i) Finance Officer as the chairman, (ii) all Deans/Directors as members, (iii) Registrar or his nominee, (iv) Concerned Head of the Department(s)/Schools/Centres (whose cases are likely to be examined) as members, (v) The Scientist(s)/Principal Investigator(s) concerned, as members with (vi) Officer Incharge Store & Purchase, as Member Secretary.
- (b) **Functions:** The purchases/procurement of all items, both consumable and non consumables (equipment, machinery etc.) beyond Rs. 25 lakhs, in the university, irrespective of mode of procurement.

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

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

23. **Functions of the Standing Purchase Committees**

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

- (a) The Committees shall consider, examine and finalise the purchase cases within their purview for approval of the competent sanctioning authority, and make recommendations to the next higher Committee, in respect of the cases, which may be beyond their purview.
- (b) The Standing Purchase Committees shall advise the procurement entity about the periodicity of procurement and on the repetitiveness of purchases, fixing the minimum and maximum levels.

- (c) It will check relevant specification for such Purchases and recommend standardization of items where ever felt necessary.
- (d) In cases where technical scrutiny is desirable, the Purchase Committee may also nominate a Technical sub Committee of scientists/Technical experts along with indenting scientist to select technically suitable equipment and material wherever felt necessary after evaluating the bids for examination/evaluation of specifications. The Committees may meet as and when necessary. In case of difference of opinion among members of dissent by any member, the decision of the Vice-Chancellor shall be final.

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

24 General principles relating to expenditure and payments:

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

24.1.1 Every employee is expected to exercise the same vigilance in respect of expenditure incurred from university money as a person of ordinary prudence would exercise in respect of expenditure out of his own money.

24.1.2 The expenditure should not be prima facie more than the occasion demands.

24.1.3 No authority should exercise its powers of sanctioning expenditure to pass an order which will be directly or indirectly to its own advantage.

24.1.4 Expenditure from university account should not be incurred for the benefit of a particular person or a section of the people, unless –

(a) A claim for the amount could be enforced in a Court of Law and/or

(b) The expenditure is in pursuance of a recognized policy or custom.

24.1.5 The amount of allowances granted to meet expenditure of a particular type should be so regulated that the allowances are not on the whole a source of profit to the recipients.

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

25 Operation of the Procedures:

25.1 All out efforts have been made to cover all the important and significant areas of public procurement of goods and services.

25.2 However, a situation may arise for which no solution may be readily available or some areas might have remained uncovered or there may arise some doubt on the interpretation of any of these rules. In such cases/situations, the provisions of General Financial Rules 2005 and the instructions issued by the Government of India, Ministry of Human Resource Development and the University Grants Commission, shall be followed.

25.3 All electronic records like e-mail etc. shall be valid and may be accepted.

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

PART II: CONTRACTING AND OUTSOURCING OF SERVICES

PART II: CONTRACTING AND OUTSOURCING OF SERVICES

- 26 The University and the offices/colleges/departments/schools under it may outsource certain services in the interest of economy and efficiency. The detailed procedure to be followed shall be as under:
- 26.1 **Identification of prospective contractors:** The department/office concerned shall prepare a list of prospective contractors on the basis of formal or informal enquiries from other Departments and/or Public Sector Undertakings of the State/Central Governments involved in similar activities, scrutiny of trade journals and web sites.
- 26.2 **Preparation of Tender Enquiry document:** The tender enquiry document to be prepared for the purpose should inter-alia contain:
- 26.2.1 The details of the work or service to be done or rendered by the contractor;
- 26.2.2 The facilities and inputs which shall be provided to the contractor by the University
- 26.2.3 Eligibility and qualification criteria to be met by the contractor for performing the required work/service
- 26.2.4 Statutory and contractual obligations to be complied with by the contractor
- 26.2.5 Contractor's past experience in similar work or service, and
- 26.2.6 Any other condition which the Department/office concerned may deem fit.
- 26.3 **Invitation of bids through Limited Tender Enquiry:** The procedure of limited tender enquiry shall be followed in all cases where the estimated value of the work or service is Rupees Ten Lakhs or less, in the following manner:
- 26.3.1 The list of prospective contractors shall be scrutinised and the eligible and capable contractor shall be issued the limited tender enquiry asking for their offers by a specified date and time as per standard practice.
- 26.3.2 The number of the contractors so identified for issuing limited tender enquiry should not be less than six.
- 26.3.3 Copies of the tender document shall be sent directly by speed post or registered post or courier or e-mail so as to obtain more responsive bids on competitive basis.
- 26.3.4 The minimum time to be allowed for submission of bids shall not be less than ten days.
- 26.3.5 The outsourcing should normally be considered when the number of responding contractors, is not less than three. However, the cases where responding contractors is less than three could also be considered for reasons to be recorded in writing.
- 26.3.6 Outsourcing of services through limited tender enquiry system may also be adopted even where the estimated value of the contract exceeds Rupees Ten Lakh, in the following circumstances, if:
- (a) It is certified that the outsourcing of services through limited tender system is justified in view of urgency, indicating therein reasons why the requirement of outsourcing of services could not be anticipated for resorting to advertised tender system.
- (b) There are sufficient reasons to be recorded in writing by the Department/ office that it shall not be in a public interest to outsource the services through advertised tender system, and

- (c) The sources of providing services are definitely known and possibility of fresh source(s) beyond those being resorted to is remote.

26.4 Advertised Tender Enquiry: Subject to exception under these rules, the procedure of advertised tender enquiry shall be followed in all cases where the estimated value of the work or service exceeds Rupees Ten lakhs.

- 26.4.1 The notice should be issued specifying the date and time for the receipt of offers, in at least two popular largely circulated newspapers and web site of the University giving the web site address in the advertisement in newspapers.
- 26.4.2 Complete tender document should be posted on the web site and prospective bidders should be permitted to make use of the documents downloaded from the web site. If such a downloaded tender documents are priced, there shall be clear instructions for the bidder to pay the amount along with the bid.
- 26.4.3 The minimum time to be allowed for submission of bids shall not be less than three weeks from the date of publication of the tender notice of availability of tender documents for sale, whichever is later.
- 26.4.4 The outsourcing should normally be considered when the number of responding contractors, is not less than three. However, the cases where responding contractors is less than three could also be considered for reasons to be recorded in writing.

26.5 Procurement of bids: The two bid system shall be followed and the bids shall be procured in the following manner:

- 26.5.1 The technical bids consisting of all technical details of services to be provided by the contractor along with commercial terms and conditions and financial bids indicating the cost of services mentioned in the technical bid shall be submitted separately by the bidder.
- 26.5.2 The technical bids and the financial bids shall be sealed by the bidder(s) in separate covers duly superscribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly superscribed. The technical bids shall be opened at the first instance and evaluated by a committee constituted for the purpose.
- 26.5.3 At the second stage the financial bids only of the technically accepted offers shall be opened for further evaluation and ranking before awarding the contract.
- 26.5.4 The bids received after the date and time specified for their receipt shall not be considered.

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

- 26.6.1 The bid security shall be obtained from the bidders who shall furnish the same along with the bids in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit Receipts.
- 26.6.2 The amount of bid security shall be between two to five per cent of the estimated cost of contract for outsourcing of services as may be determined and indicated in the tender document.
- 26.6.3 The bid security of unsuccessful bidder(s) shall be refunded to them at the earliest after the expiry of final validity period of the bid as stipulated in the tender documents and the bid security of successful bidders shall remain in the custody of the University till the completion of contract of outsourcing of services by the contractor to the best of satisfaction of the University.

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

PART III HIRING OF CONSULTANCY SERVICES

PART III HIRING OF CONSULTANCY SERVICES

- 27 The University or its departments/colleges/schools may hire professionally qualified persons, consultancy firms or consultants having specific technical expertise (hereinafter referred to as 'consultant') for specialised services, which are well defined in terms of content and time frame for its completion. The following procedure shall be followed in this behalf:
- 27.1 Engagement of consultants may be made with the concurrence of the Finance Officer and with the prior approval of the Vice-Chancellor.
 - 27.2 **Identification of work/services:** The consultants should be hired for the high quality services for which requisite expertise may not be available within the university.
 - 27.3 The consultant may be hired on the terms and conditions as may be mutually agreed upon.
 - 27.4 **Preparation of scope of work/service:** The Department/office concerned shall prepare in simple and concise language the requirement, objectives and the scope of the assignment. The eligibility and pre-qualification criteria to be met by the consultants should also be clearly identified and prescribed.
 - 27.5 **Estimating reasonable expenditure:** The Department/office proposing to engage consultant should estimate reasonable expenditure for the same by ascertaining the prevalent market conditions and consulting other organisations or departments/public sector undertakings of the State/Central Governments.
 - 27.6 **Preparation of Tender Enquiry document:** The tender enquiry document to be prepared for the purpose should inter-alia contain:
 - 27.6.1 The details of the work or service to be rendered by the consultant;
 - 27.6.2 The facilities and inputs which shall be provided to the consultant by the University
 - 27.6.3 Eligibility and qualification criteria to be met by the consultant for rendering the consultancy service
 - 27.6.4 Statutory and contractual obligations to be complied with by the consultant
 - 27.6.5 Consultant's past experience in similar work or service, and
 - 27.6.6 Any other condition which the Department/office concerned may deem fit.
 - 27.7 **Identification of consultant(s) through Limited Tender Enquiry system:** The procedure of limited tender enquiry shall be followed in all cases where the estimated value of the work or service is Rupees Twenty five Lakhs or less, in the following manner:
 - 27.7.1 The list of prospective consultants shall be scrutinised and the eligible and capable consultants shall be issued the limited tender enquiry asking for their offers by a specified date and time as per standard practice.
 - 27.7.2 The number of the consultants so identified for issuing limited tender enquiry should not be less than six.
 - 27.7.3 Copies of the tender document shall be sent directly by speed post or registered post or courier or e-mail so as to obtain more responsive bids on competitive basis.
 - 27.7.4 The minimum time to be allowed for submission of bids shall not be less than ten days.
 - 27.7.5 The outsourcing should normally be considered when the number of responding consultants, is not less than three. However, the cases where responding consultants is less than three could also be considered for reasons to be recorded in writing.
 - 27.7.6 Identification of consultants through limited tender enquiry system may also be adopted even where the estimated value of the contract exceeds Rupees Twenty five Lakh, in the following circumstances, if:

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

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

- 27.8.1 In addition to the procedure prescribed for limited tender inquiry, the notice for seeking 'expression of interest' from consultants should be published, specifying the date and time for the receipt of offers, in at least two popular largely circulated newspapers and web site of the University giving the web site address in the advertisement in newspapers.
- 27.8.2 The expression of interest should include in brief, the broad scope of work or service, inputs to be provided by the University, eligibility and the pre-qualification criteria to be met by the consultant(s) and consultant's past experience in similar work or service. The consultants may also be asked to send their comments on the objectives and scope of the work or service projected in the enquiry.
- 27.8.3 Complete tender document should be posted on the web site and prospective bidders should be permitted to make use of the documents downloaded from the web site. If such a downloaded tender documents are priced, there shall be clear instructions for the bidder to pay the amount along with the bid.
- 27.8.4 The minimum time to be allowed for submission of bids shall not be less than three weeks from the date of publication of the tender notice of availability of tender documents for sale, whichever is later.
- 27.8.5 The consultancy should normally be considered when the number of responding consultants, is not less than three. However, the cases where responding consultants is less than three could also be considered for reasons to be recorded in writing.

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

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

- 27.10.1 The bid security shall be obtained from the bidders who shall furnish the same along with the bids in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit Receipts.
- 27.10.2 The amount of bid security shall be between two to five per cent of the estimated cost of contract for hiring consultancy services as may be determined and indicated in the tender document.
- 27.10.3 The bid security of unsuccessful bidder(s) shall be refunded to them at the earliest after the expiry of final validity period of the bid as stipulated in the tender documents and the bid security of successful bidders shall remain in

the custody of the University till the completion for hiring consultancy services to the best of satisfaction of the University.

27.10.4 The bid security deposited by the bidder(s) shall be forfeited in the following cases:

- (a) A modification or withdrawal of bid after the deadline for submission of bid(s) and during the validity period;
- (b) Refusal by the bidder(s) to accept an arithmetical error or otherwise appearing on the face of bid(s)
- (c) Failure on the part of the successful bidder to sign the contract in accordance with the terms and conditions stipulated in the tender document.
- (d) Failure on the part of successful bidder to deposit performance security for execution of the contract; and
- (e) Failure on the part of the successful bidder to execute the contract as per terms and conditions stipulated in the tender document.

27.11 **Performance Security:** Performance security for an amount between five to ten per cent of the value of the contract shall be obtained from the successful bidder on the award of the contract irrespective of his registration status. Such security shall be obtained in the form of an Account Payee Bank Draft or duly pledged Fixed Deposit Receipts or Bank Guarantee from a commercial bank, in an acceptable form with a view to safeguard the interest of the University. The Performance Security shall remain valid for a period of sixty days from the date of completion of contract to the best of satisfaction of the University.

27.12 **Preparation of Terms of Reference:** The terms of reference for hiring consultancy services shall include the following:

27.12.1 Precise statement of objectives;

27.12.2 Outline of services to be rendered/task to be carried out;

27.12.3 Time schedule for completion of services

27.12.4 The support or inputs to be provided by the University to facilitate the consultant(s)

27.12.5 The final outputs required from the consultant(s)

27.12.6 The time, date and place where the bids shall be submitted by the bidders and

27.12.7 Any other condition which the University may deem fit.

27.13 **Preparation and Issue of Request for Proposal (RFP):** RFP is the document to be used by the department/office for obtaining offers from the consultants for the required work/service. The RFP should be issued to the short listed consultants to seek their technical and financial proposals. The RFP should contain:

27.13.1 A letter of invitation

27.13.2 Information to consultants regarding the procedure for submission of proposal

27.13.3 Terms of Reference

27.13.4 Eligibility and pre-qualification criteria in case the same has not been ascertained through Expression of Interest

27.13.5 List of key position whose CV and experience would be evaluated

27.13.6 Bid evaluation criteria and selection procedure

27.13.7 Standard formats for technical and financial proposal

27.13.8 Proposed contract terms

27.13.9 Procedure proposed to be followed for mid term review of the progress of the work and review of the final draft report.

27.14 **Invitation of Offers:** The offers from short listed consultants shall be invited in the following manner:

- 27.14.1 Technical bid consisting of all technical details of consultancy services to be provided by the consultants along with commercial terms and conditions and financial bid indicating the cost of services mentioned in the technical bid shall be submitted separately by the bidders.
- 27.14.2 The technical bid and the financial bid shall be sealed by the bidder in separate covers duly superscribed. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly superscribed. The technical bids shall be opened by the Department/University at the first instance and evaluated by a committee constituted for the purpose; and
- 27.14.3 At the second stage financial bids only of the technically acceptable offers, shall be opened for further evaluation and ranking before awarding the contract.
- 27.15 **Late Bids:** Late bids i.e. bids received after the specified date and time of receipt should not be considered.
- 27.16 **Evaluation of Technical Bids:** Technical bids should be analysed and evaluated by a Consultancy Evaluation Committee to be constituted by the Department/office in consultation with Finance Officer. The Committee shall record in detail the reasons for acceptance or rejection of the technical proposals analysed and evaluated by it.
- 27.17 **Evaluation of Financial Bids:** The financial bids of only those bidders, who have been declared technical qualified by the Consultancy Evaluation Committee, shall be opened for further analysis or evaluation and ranking and selecting the successful bidder for placement of the consultancy contract.
- 27.18 **Consultancy by Choice/nomination:** Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single source selection in the context of the overall interest of the University. Full justification for single source selection specifying therein the circumstances and the special interest or purpose it may serve, should be recorded in the file and approval of the Vice-Chancellor through Finance Officer should be obtained before resorting to such single source selection by choice/nomination.
- 27.19 **Payment terms:** The payment terms including advance payment should be regulated as per the procedure prescribed for procurement of goods.
- 27.20 **Monitoring the Contract:** The Department/office should actively involve itself through out in the conduct of the consultancy, preferably by taking a task force approach and continuously monitoring the performance of the consultant(s) so that the output of the consultancy is in line with the objective of the university in hiring the said consultancy.
- 27.21 **The rules governing the procurement of goods shall be mutatis and mutandis followed wherever applicable.**

PART IV:ANNEXURES

Central University of Himachal Pradesh

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

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

The procedure to be followed for entering into rate contract.

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

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

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

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

PO BOX: 21, DHARAMSHALA, DISTRICT KANGRA – 176215, HIMACHAL PRADESH
Phone: +911892229572, 229573; Fax: +911892229331; Web: www.cuhimachal.ac.in

Advertisement No.

Dated:

NOTICE INVITING TENDER

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

Finance Officer

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

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

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

Advt.No.

Dated:

Notice Inviting Tenders for entering into Annual Rate Contract for the supply of _____.

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

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

Procedure:

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

The Finance Officer
Central University of Himachal Pradesh
PO Box No. 21, Dharamshala,
District Kangra – 176 215

Central University of Himachal Pradesh

If two bid systems is followed

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

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

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

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

Finance Officer

Central University of Himachal Pradesh

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

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

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

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

REFERENCE No.

DATE OF ISSUE OF TENDER

LAST DATE FOR RECEIPT OF QUOTATION

DOCUMENT

TIME AND DATE FOR OPENING OF THE

TENDER

PLACE OF OPENING OF THE QUOTATIONS:

Central University of Himachal Pradesh, Camp Office, near
Cricket Stadium, Dharamshala (HP)

ADDRESS FOR COMMUNICATION:

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

SIGNATURE OF TENDERER/QUOTE

WITH SEAL

Central University of Himachal Pradesh

DETAILED TERMS AND CONDITIONS

1. All rates quoted should be F.O.R destination and should be net i.e. including packing weighing, insurance and forwarding charges. The sales tax will however be extra in case quoted by the supplier.
2. Sample wherever required shall be submitted by the Firms duly signed/stamped/tagged indicating specifications, make/brand so as to reach this office by the date and time fixed for opening of tender. Samples should be sent against pre-paid RRs/G.T.R.S. To-pay consignments will not be entertained and sample will remain undelivered with railway authorities and transport companies at the risk of the Firm.
3. In case where full specifications are not incorporated or where specifications are such that the supplier cannot quote for, the supplier's own specifications should be stated in full for the articles quoted for. Any illustrative literature available, duly stamped and signed, should also accompany.
4. In all cases the country of manufacturers/particulars of manufacturer and unit of measurement etc., must prominently be stated. The unit should usually be the one stated in the inquiry.
5. All containers, packing cases, bags etc. will be deemed to be non-returnable unless specifically stated otherwise in the tender.
6. The area of supply is throughout Himachal Pradesh where the activities of the University are located and the suppliers shall have to execute each order placed by any of indenting officers of the University individually, irrespective of its quantity/numbers.
7. All supplies should be made within a fortnight of supply order or **by the date stated in the order whichever is earlier**. In case it is brought to the notice of the undersigned that the supply has not been made within the prescribed period, the tender will be cancelled and earnest money will be forfeited. The University shall then be at liberty to make the purchase from any other source at supplier's risk and the University shall be free to blacklist the firm/suppliers.
8. No price increase will be allowed during the currency of the rate contract and rates approved shall remain in force during the currency of the rate contract.
9. The value of supply can be increased or decreased at the discretion of the University.
- 10 (i) The authorized dealers/suppliers once notified by the manufacturer/proprietors shall not be allowed to be changed in between the period of contract.
- 10 (ii) Sufficient number of samples according to the approved pattern for supply to each of the INDENTING OFFICER and two spares will have to be supplied and got approved if considered necessary by this office.
- 10(iii) The inspection of goods will be carried out by the consignee at the destination and rejected goods will have to be removed by the party at its own cost within 10 days of dispatch of advice from the indenting office failing which the goods will be at supplier's risk which may be disposed off by the University by public auction, if so considered.
- 11(i) The rejected goods will have to be replaced within 15 days of the dispatch by the Indenting Officer's registered notice intimating that the goods have been rejected, failing which the

- Indenting Officer will be entitled to make purchases at the risk and cost of the Contractor/ Firms without any further reference to them.
- 11(ii) If the supplier claims that the goods supplied by him/them are strictly according to the approved samples/specifications, he may file an appeal to the Vice-Chancellor of the University within five days of the receipt of the Registered Notice from the Indenting Officer/Consignee. Where such appeal have been filed, the Indenting Officer /Consignee will hold the goods with him till the final decision of the Vice-Chancellor.
12. **All quotations/Tenders should be accompanied with an earnest money of Rs._____ (Rupees_____) in the shape of Account Payee Bank Draft or F.D.R duly pledged in the name of Central University of Himachal Pradesh, Dharamshala or a Bank Guarantee for equal amount furnished on prescribed Proforma, from any commercial bank. The tenders received without EMD will be rejected straight way.** The EMD shall be returned in case the offer of bid is not accepted by the University.
13. The supply must be completed satisfactorily within the stipulated period failing which the Indenting Officer concerned will have the right to purchase or allow to purchase the goods at supplier's risk, provided that where goods are not supplied according to the specifications and on account of urgency of the demand, the Indenting Officer decides to retain the inferior goods, the supplier will be entitled to receive payment not at the contract rate but at the rate fixed by the University with due regard to the quality of the material supplied.
14. The quotations may be accepted in part or whole.
15. **The University reserves the right to enter into parallel rate contract with two or more firms and to enter into negotiation with the concerned firm and to accept or reject any tender without assigning any reason, if so required.**
16. The rates and units shall not be over written, amount shall be both in figures and words. The words '**NO QUOTATIONS**' should be written cross all the items in the annexure for which a Firm does not wish to tender. All corrections must be signed in full by the Firm.
17. In case of goods controlled by the Government, the quotations must be sent subject to the control rates and the other conditions and supplier will be paid at the controlled rate or on the rate offered by the supplier whichever is lower.
18. Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of Central University of Himachal Pradesh at Dharamshala.
19. **The University reserves the right to accept or reject any/all the tender without assigning any reason.**
20. The signature on the tender/quotations and samples etc. sent therewith will be deemed to be the authorized signature of the Firm.
21. **The tenders received after due date or without the earnest money or without samples wherever required shall stand cancelled.**
22. In case it is agreed by the University and is incorporated as a conditions of the rate contract, to accept supply through bank, the bank charges accruing thereon, shall be borne by the supplier. No request and or payment above 75% through bank shall normally be accepted. However, in special circumstances depending upon the merit of the case and or credibility of the tender, the payment upto 90% through bank will be considered at the time of purchase of the material.
23. **Any term/condition given by the supplier/firm, in contravention to the terms contained in the tender shall not be acceptable and shall be treated as null and void.**
24. In the event of tender, being accepted, the quotations will be converted into a contract which will be governed by these terms and conditions.

25. The above conditions will be enforced unless written order of the Controlling Officer/Competent authority is obtained relaxing any specific condition in any particular instance.
26. The tender not strictly in accordance with the above conditions are liable to be rejected.
27. The tender shall be on the prescribed tender Form (annexure II). The rates should be quoted against each item in the tender form. The special terms, if any, should be added on a separate sheet with tender.
28. The successful Firms will have to execute an agreement on the non-judicial paper of the value of Rs. 100.00 (specimen enclosed for ready reference) duly signed and stamped.
29. On acceptance of the tender, the Contractor shall furnish Performance Security amounting to Rs. _____ (Rupees _____) in the shape of Account Payee Bank Draft or Fixed Deposit Receipt (FDR) duly pledged in the name of the University or Bank Guarantee for equal amount on the prescribed proforma, to Central University of Himachal Pradesh. This performance security must be deposited within 5 days of the award of the contract and the same shall be in addition to the BD/EMD already deposit, which will be converted into performance security deposit on award of the contract. No interest will be paid on the performance security amount.
30. TDS and other taxes as applicable will be deducted from contractor's bill as per Govt. Instructions from time to time.
31. The Service tax (if claimed by the Bidder) will be reimbursed only after the submission of proof of payment of Service Tax.

Finance Officer,
Central University of Himachal Pradesh

READ AND ACCEPTED

Signature of Quotee(s)
with seal and Date

Central University of Himachal Pradesh

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

CONTRACT AGREEMENT

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

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

Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dharamshala.

10. All equipment / material etc. required for Security Services of the University Campuses will be provided by Contractor.
11. The contractor will not sub-let the contract of these services to any other agency or individual(s).
12. The contractor amount of this work is as per the rate approved with services charges.
13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.
15. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of its contact.
16. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
17. Since the personnel will be employees of the contractor, the Central University of Himachal Pradesh will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of CUHP in that respect.
18. Contractor will ensure that the staff is periodically changed to ensure better output and result.
19. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month and after due scrutiny Central University of Himachal Pradesh will make requisite payment to contractor by 7th of the same month of submission of the bill.
21. The workmen of the contractor shall have no privity of the contract with the company and there shall be no master servant relationship between the Central University of Himachal Pradesh and the contractors workmen of any nature whatsoever.
22. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages rate revised by Government of Himachal Pradesh.
24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
25. Contractor or his representative will remain in constant touch with concerned official of Central University of Himachal Pradesh for better understanding and effective work.
26. All records, attendance registers and documents will be maintained and kept by the contractor.

27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, contract labour Central rates 1971, workmen compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once no-objection certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. That the courts at Dharamshala alone shall have exclusive jurisdiction for all the legal purposes.
30. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of contract; the CUHP shall have right to deduct all claims against contractor for the security and CUHP shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the contractor withdraws from the contract within the period of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of Rs 5 Lakhs to CUHP.

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

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

Central University of Himachal Pradesh
Dharamshala

Central University of Himachal Pradesh

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

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

Declaration

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

Signature_____

Place_____

Name_____

Date_____

Designation_____

Organisation Seal (In case of organization) /Signature

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

**PROFORMA FOR
for
Technical Bid
FOR SECURITY SERVICE**

<u>Payment Details</u>	
DD No.	_____
DD Amount	_____
Bank Name/Branch	_____

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____
3. Telephone No. (Landline): _____
4. Fax No.: _____
5. Mobile No.: _____
6. Email Address: _____
7. Name & Address of Branch, if any: _____
8. Type of Organization: _____
(whether sole proprietorship/partnership/
Private Limited for Cooperative body etc. attach proof)
9. Name of Proprietor/Partners/Directors _____
of the Organization/Firm:

S. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
i.	Proof of incorporation/inception of the Agency		
ii.	Registration for manpower supply/Licence to act as Private Security Agency		
iii.	PF Registration Proof		
iv.	ESI Registration Proof		
v.	PAN Number		
vi.	Income Tax Return for the last 3 years		
vii.	Service Tax Registration Proof		
viii.	Proof of Registration with the Labour Commissioner		
ix.	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for Security during the last 3 years		
x.	Any other relevant information		

Name and signature of the authorized person

Annexure-IV

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

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

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY

To

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

Dear Sir,

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

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

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

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

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the University stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the University by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability

under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....
(amount of the guarantee in words and figures).

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

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

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

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

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

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

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

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

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

Dated the date of..... 1999/2000

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Code No.....

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

Annexure-VI

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

To

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

Subject: BANK GUARANTEE – VERIFICATION THEREOF

Sir,

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

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

Yours faithfully,
Finance Officer

Encl: As above.

CC:

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

Telegraphic Address :
"SATARKTA: New Delhi

E-Mail Address
cenvigil@nic.in

Website
www.cvc.nic.in

EPABX
24651001 - 07

फैक्स/Fax : 24616286

सं. / No. 005/CRD/012

भारत सरकार
केन्द्रीय सतर्कता आयोग
GOVERNMENT OF INDIA
CENTRAL VIGILANCE COMMISSION

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

दिनांक / Dated
20 January, 2010

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

CIRCULAR No.01/01/10

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

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

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

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

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


(V. Ramachandran)
Chief Technical Examiner

FORMAT OF THE INTEGRITY PACT

INTEGRITY PACT

Between

Central University of Himachal Pradesh hereinafter referred to as “The Principal”.

And

.....herein referred to as “The Bidder/Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, and economic use of resources and of fairness / transparency in its relations with its Bidder and/or Contractor.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors.

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Vice-Chancellor of Central University of Himachal Pradesh or any officer so appointed by him in this behalf.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Vice-Chancellor of Central University of Himachal Pradesh or any officer so appointed by him in this behalf, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
8. If the Monitor has reported to the Vice-Chancellor of Central University of Himachal Pradesh or any officer so appointed by him in this behalf, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Vice-Chancellor of Central University of

Himachal Pradesh or any officer so appointed by him in this behalf has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires, for the Contractor, 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Vice-Chancellor of Central University of Himachal Pradesh or any officer so appointed by him in this behalf.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. Dharamshala, District Kangra (Himachal Pradesh).
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this pact must be signed by all partners or consortium members.
4. Should one or several provisions of this pact turn out to be invalid, the remainder of this pact/agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address): _____

Witness 2:

(Name & Address): _____

MODEL AMENDMENT LETTER FOR EXTENSION OF DELIVERY PERIOD

Registered Acknowledgement Due

From

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

To

M/s
.....

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

Ref : Your letter no..... dated

Dear Sirs,

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

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

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

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

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

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

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

All other terms & conditions of the contract remain unaltered.

Yours faithfully,

Finance Officer,
for and on behalf of Central
University of Himachal Pradesh

Copy to :

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

(All concerned)

Note: (i) Original delivery date or the last unconditionally re-fixed delivery date (as the case may be) should be mentioned.

(ii) The entries which are not applicable for the case under consideration are to be deleted.

MODEL FORMAT FOR PERFORMANCE NOTICE

Registered Acknowledgement Due

To

M/s _____

Sub : Contract No..... dated placed on you for supply of

Dear Sirs,

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

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

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

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

4. You are also required to extent the validity period of the performance guarantee for the subject contract from(existing date) to (required extended date) within fifteen days of issue of this letter.
5. Please intimate your unconditional acceptance of this amendment letter, to reach this office within ten days of issue of this letter, failing which the contract will be cancelled at your risk and expense without any further reference to you.

All other terms & conditions of the contract remain unaltered.

Yours faithfully,

Finance Officer,
for and on behalf of Central
University of Himachal Pradesh

Copy to :

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

(All concerned)

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

To

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

Ref: _____ dated _____

Dear Sirs,

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

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

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

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

- (a) that no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said A/T which takes place after ___*___ shall be admissible on such of the said stores as are delivered after the said date, and
- (b) that notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after _____*_____ shall be admissible on such of the said stores as are delivered after the said date.
- (c) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of the reduction in or remission of customs duty, excise duty, sales tax or on account of any other ground as stipulated in the price variation clause which takes place after the expiry of the above mentioned date namely _____

5. You are requested to note that notwithstanding the extension in Delivery Period, (if accepted by you) the time hereby extended for supply of stores shall be deemed to be of essence of

contracts and failure on your part to supply the stores by the extended time shall entitle the purchaser to cancel the contract at your risk and cost without further notice of opportunity.”

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

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

8.

(.....)

for & on behalf of the University

Give here the date of original delivery.

Copy to:

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

Annexure-XIII

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

REGISTERED- AD

No. -----
Dated.....

To

M/s-----

Sub: A/T No. ----- Dated-----for supply of -----

Dear Sirs,

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

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

Yours faithfully,

For an on behalf of the -----

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

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

For an on behalf of the -----

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

Registered Acknowledgement Due

To

M/s _____

Sub : **Contract No..... dated**
 for supply of.....

Dear Sirs,

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

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

Yours faithfully,

Finance Officer,
for and on behalf of Central
University of Himachal Pradesh

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To:

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

Dear Sir,

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

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

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

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

Yours truly,

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

Date:

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

Annexure-XVI

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

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

Office Order No. 20/4/04

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

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

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

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

1. The payment to all suppliers/vendors, refunds of various nature, and other payments which the organisations routinely make shall be made through electronic payment mechanism at all centres where such facilities are available in the banks.

2. Salary and other payments to the employees of the concerned organisations at such centres shall also be made through electronic clearing system (ECS) wherever such facilities exist.

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

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

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

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

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

Sd/-
(ANJANA DUBE)
DEPUTY SECRETARY

Central University of Himachal Pradesh

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

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

No.

Dated:

To

Name of the firm
Address

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

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

Dear Sir,

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

SCHEDULES ANNEXED

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

Yours faithfully,
(.....)

For and on behalf of the
Central University of Himachal Pradesh

CC:

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

Finance Officer,
Central University of Himachal Pradesh

SCHEDULE 'A'

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

2. **ADVANCE RATE CONTRACT NO.**

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

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

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

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

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

6. **TERMS OF DELIVERY** : _____

7. **EXCISE DUTY** : _____

8. **SALES TAX** : _____

9. **DELIVERY PERIOD** : _____

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

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

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

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

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

16. **INSPECTION AUTHORITY** :

17. **QUALITY ASSURANCE OFFICER** :

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

SCHEDULE 'B'

(SPECIAL CONDITIONS APPLICABLE TO THE RATE CONTRACT)

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

SCHEDULE 'C'

LIST OF PARALLEL RATE CONTRACT

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

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

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

Office Order No.23/7/07

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

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

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

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

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

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

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

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

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

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



(Rajiv Verma)
Under Secretary

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 manufacturers/suppliers, who are prima facie considered technically and financially capable of supplying the material or executing the proposed work. During these technical discussions stage the procurement agency may also add those other stake holders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria. Based on the discussions/presentations so held, one or more acceptable technical solutions could be decided upon laying down detailed technical specifications for each acceptable technical solution, quality bench marks, warranty requirements, delivery milestones etc., in a manner that is consistent with the objectives of the transparent procurement. At the same time care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of discussions/presentations and the process of decision making should be kept.

-2-

3. Once the technical specifications and evaluation criteria are finalized, the second stage of tendering could consist of calling for techno commercial bids as per the usual tendering system under single bid or two bid system, as per the requirement of each case. Final selection at this stage would depend upon the quoted financial bids and the evaluation matrix decided upon.

4. Commission desires that organizations formulate specific guidelines and circulate the same to all concerned before going ahead with such procurements.


(Anil Singhal)
Chief Technical Examiner

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

REGISTER OF PERMANENT STORES

Sr. No.	Particulars of Stores Received						Particulars of Stores Issue & Disposal						
	Date	Name of Supplier	Bill No. & Date	Qty.	Value	Signatures of Store Incharge	Date	To Whom Issued	Manner of Disposal/ Issue	Location	Qty.	If Sold Amount Realized	Signatures of Store Incharge

Annexure-XXII

REPORT OF SURPLUS, OBSOLETE AND UNSERVICEABLE STORES FOR DISPOSAL

Item No.	Particulars of stores	Quantity/weight	Book value/original purchase price	Condition and year of purchase	Mode of disposal (sale, auction, write off or otherwise)	Remarks
1	2	3	4	5	6	7

It is to certify that:

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

Signatures by the Physical verification Committee Members

Countersigned

Head of the Department

DRAFT ORDINANCE NO: 36
SCHEDULE OF DELEGATION OF FINANCIAL POWERS
Under Section 28(2) of Act and Statute 12(2)(xx)

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

(Rupees in Lakhs)

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

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

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

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

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

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

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

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

DRAFT ORDINANCE NO: 37
SCHEDULE OF DELEGATION OF ADMINISTRATIVE POWERS
Under Section 28(2) of Act and Statute 12(2)(xx)

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

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

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

S.N	Description	Vice-Chancellor	Pro-Vice-Chancellor	Deans/ Directors	Registrar	Finance Officer/ Librarian/ DSW	Head of Departments / Offices	Remarks
1	2	3	4	5	6	7	8	10
1.	To make appointments	Full Powers, except teachers and officers	*Full Powers except teachers & officers	-	Full powers in respect of grade C & D staff	-	-	*In the absence of Vice Chancellor.
2.	To permit charge of teachers/ employees to be made else where than at headquarters.	Full powers	*Full powers	-	-	-	-	-do-
3.	To effect transfers of teachers/employees.	Full powers	*Full powers	-	**Full powers in respect of grade C & D employees	-	-	*In the absence of Vice Chancellor. **Except change of station/ headquarter
4.	To sanction honorarium/ special allowance/advance increments to teachers/ officers/employees for special	i) Full powers to sanction honorarium ii)All cases of grant of spl allowance & adv increments	-	-	-	-	-	-

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

	and meritorious work	to be referred to Executive Council						
1	2	3	4	5	6	7	8	10
5.	To assign additional charge of higher/similar post *s) and sanction remuneration/ special pay	Full powers *	-	-	-	-	-	*As per provision of FRs/SRs
6.	To permit teachers/officers/ employees to attend within country the conferences, seminars, meetings/ workshops and other university business	Full powers	Full powers for the staff working under the respective statutory officer subject to budgetary provisions and availability of funds					-
7.	To permit teachers/officers/ employees to attend within country training courses	Full powers	-do-					-
8.	To allow daily allowance to officers/teachers/employees at place of training/seminar/ conference.	Full Powers	-do-					-
9.	To grant permission to teachers/officers/ employees for purchase of moveable and immoveable property.	Full powers	Full powers for the staff working under their control					

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

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

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

1	2	3	4	5	6	7	8	10	
15.	To forward applications of employees for posts outside the university.	Full powers	Full powers	Full powers to Statutory officers in respect of staff working under them except Professors				Up to two applications in a year	
16.	To Censure employees, teachers and other employees, to order recovery, suspension, removal/dismissal, reduction in rank and impose all other penalties as per disciplinary rules.	Full Powers	Full power in whose case he is appointing authority. The Vice-Chancellor will have full powers except that of termination of services, dismissal, removal and reduction in rank, in respect of officers/teachers in whose case the Executive Council is the appointing authority.						
17.	To allow employees to complete their probationary period.	Full powers	Full powers where he is appointing authority						
18.	To allow confirmation of employees.	Full Powers	-do-						
19.	To release annual increments.	Full powers	Full powers in respect of all teachers, employees, officers to all Statutory Officers/Head of Departments/Head of Offices who maintain the service books of the staff working under them or within their jurisdiction.						-

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

1	2	3	4	5	6	7	8	10
20.	To declare Head of Departments/Head of Offices	Full powers	-	-	-	-	-	-
21	To declare holidays/closures in university/colleges/schools/ campus(s).	Full powers	-	-	-	-	-	-
22	To conduct obituaries/condolence meetings of deceased employees and State/national leaders	Full powers	Full powers	-	-	-	-	-
23.	To organize retirement functions/farewell parties of employees.	Full powers	Full powers	*Full powers	-	-	-	In respect of grade B C & D employees
24	To exercise emergent powers in case of natural/university/ national emergencies	Full powers	Full powers*	-	-	-	-	*In the absence of Vice Chancellor
25.	To institute professional (non political) societies/industries, linkage.	Full Powers	Full powers	-	-	-	-	-do-
26.	To grant affiliation to colleges, schools.	Full Power	Full powers	-	-	-	-	-

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

1	2	3	4	5	6	7	8	10
27.	To permit academic sharing with other universities/ organizations	Full Power	-	-	-	-	-	-
28.	To take action for conducive environment and better discipline on and off campus .	Full Powers	Full Powers for the staff working under their control in consultation with the Registrar					-
29.	To issue No objection certificates to teachers/ officers and other employees for obtaining passport/visa and attending interview outside the university	Full powers	Full powers	*Full powers	-	-	-	In respect of grade B C & D employees
30.	To deploy ambulances/ vehicles in emergency	Full powers	Full powers	-	-	-	-	-

DRAFT ORDINANCE NO: 39
CUHP (MEDICAL ATTENDANCE) RULES 2011
Under Section 28(2) of Act and Statute 12(2)(xx)

1. Short Title and Extent of Application

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

2. Commencement:

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

3.

Definitions

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

- 3.1 Advance means a medical advance admissible to University employees for their own treatment or for the treatment of members of their families, as per the admissibility and limits prescribed under these rules.
- 3.2 Authorised Medical Attendant (hereinafter called AMA) means Medical Officers appointed or designated as such by the University.
- 3.3 Medical Officers appointed by the Department of Health, Government of India or by any State Government, or a private registered medical practitioner as may be recognised/authorised by the University.
- 3.4 The AMA of a University employee is determined with reference to the place at which he/she or his/her family member(s) falls ill, whether it be a permanent

residence or place of casual stay or the place where he/she may be spending his/her leave.

- 3.5 Honorary Medical Officers outside hospital precincts are just like private medical practitioners and so cannot be regarded as the AMA of University employees under these rules.
- 3.6 District means the district in which the University employee falls ill.
- 3.7 Hospital means a hospital established or recognised by the University or Government or State Government for providing medical facilities. It includes a departmental dispensary established and run by a Department of the University and Government or State Government, a hospital maintained by a local authority or any other hospital with which arrangements have been made by the University for the treatment of University employees and members of their families.
- 3.8 Government means Govt. of India
- 3.9 State Government means Government of Himachal Pradesh
- 3.10 Medical attendance means attendance by a AMA at the hospital in his consulting room or in the case of illness which compels the patients to be confined to his/her residence, at the residence of the University employee, including such methods of examination for purposes of diagnosis as are available in the nearest Hospital and such consultation with a specialist or other medical officer of the University stationed in the district as the AMA certifies to be necessary to such extent and in such manner as the specialist or medical officer may, in consultation with the AMA determines.
- 3.11 The medical attendance includes attendance at the hospital/dispensary i.e. at the out-patient department or at the residence of the university employee or at the consulting room of the AMA whether maintained at hospital or his residence.
- 3.12 Patient means a University employee to whom these rules apply and who has fallen ill.
- 3.13 Pay means the pay as defined under the university rules. In order to calculate the eligibility of special nursing/special attendant and other matter matters.
- (i) To determine the status of an officer, the actual pay he is drawing at the time he falls ill should be taken into account.
 - (ii) For the purpose of determination of the status of an officer under suspension, the actual pay he was drawing just before the date of his suspension should be taken into account.
 - (iii) In the case of re-employed pensioners' the pension should be taken into consideration along with pay for the purpose of determining the grade for the purpose of medical attendance and treatment.

- 3.14 Schedule means a schedule attached to these rules or to the CS(Medical attendance) Rules 1944
- 3.15 State means the State in which a patient has fallen ill.
- 3.16 Treatment means the use of all medical and surgical facilities available at a hospital in which the university employee is treated and includes
- (i) The employment of such pathological, bacteriological, radiological or other methods as is considered necessary by the AMA.
 - (ii) The supply of such medicines, vaccines, sera or other therapeutic substances as are ordinarily available in the hospital;
 - (iii) The supply of such medicines, vaccines, sera or other therapeutic substances not ordinarily so available as the AMA may certify in writing to be essential for the recovery or for the prevention of serious deterioration in the condition of the University employee except the items mentioned below:
 - (a) Preparations which are not medicines but are primarily foods, tonics, toilet preparations or disinfectants as specified in these rules or the Schedule I of CS Medical Attendance Rules 1944, and
 - (b) Expensive drugs, tonics, laxatives or other elegant and proprietary preparatory preparations as specified in these rules the Schedule II of CS Medical Attendance Rules 1944.
 - (iv) Such accommodation as is ordinarily provided in the hospital and is suited to his status;
 - (v) Such nursing as is ordinarily provided to in-patients by the hospital; and
 - (vi) The specialist consultation described in rule 3.9 but does not include diet or provision at the request of the university employee or accommodation superior to that described under 3.14 (iv).
- 3.17 University means the Central University of Himachal Pradesh, Dharamshala.
- 3.18 University employee means a whole time employee of the university including non-teaching, teaching staff and officers of the university.
4. **Medical Attendance**
- 4.1 A university employee shall be entitled, free of charge, to medical attendance by the AMA
- 4.2 Any amount paid by him on account of such medical attendance shall, on production of a certificate in writing by the AMA in this behalf, be reimbursed to him by the University.
- 4.3 The guiding principles and instructions as contained in CS (MA) Rules, shall be strictly adhered to, for regulating medical claims of the University employees.

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

5. **Travelling allowance for medical attendance journeys:**

5.1 When the place at which a patient falls ill is more than five miles by the shortest route from the consulting room of the AMA –

- (i) The patient shall be entitled to travelling allowance for the journey to and from such consulting room, or
- (ii) If the patient is too ill to travel, the authorized medical attendant shall be entitled to TA for the journey to and from the place where the patient is.

5.2 Application for TA under these rules shall be accompanied by a certificate in writing by the AMA stating that medical attendance was necessary and / or the patient was too ill to travel.

5.3 If the treatment for a particular disease/procedure is available in the same city where the university employee is employed, he may be permitted to avail of the medical services in any other city of his choice but in such cases, he will not be eligible for sanction of TA/DA. In case the treatment for a particular disease/procedure is not available at the same station, the beneficiary will be entitled for sanction of TA of his entitled class for taking treatment in a different city.

6. **Consultation with specialist**

6.1 If the AMA is of opinion that the case of a patient is of such a serious or special nature as to require medical attendance by some person other than himself, he may –

- (i) Send the patient to the nearest specialist or other Medical Officer as provided under rule 3.9, by whom, in his opinion, medical attendance is required for the patient, or
- (ii) If the patient is too ill to travel, summon such specialist or other Medical Officer to attend upon the patient.

6.2 A patient so sent, shall on production of a certificate in writing by the AMA in this behalf, be entitled to TA for the journeys to and from the HQ of the specialist or other Medical Officer.

6.3 A specialist or other Medical Officer summoned as above shall on production of a certificate in writing by the AMA in this behalf be entitled to TA for the journey to and from the place where the patient is.

7. **Medical treatment**

7.1 A university employee shall be entitled free of charge to treatment –

(i) in university health centre or Government hospital or such other recognized hospital as may be at or near the place where he falls ill as can in the opinion of the AMA provide the necessary and suitable treatment;
or

(ii) If there is no such university health centre or Government hospital or such other recognized hospital as is referred to above in such other hospital at or near the place as can in the opinion of the AMA provide the necessary and suitable treatment.

7.2 Where the university employee is entitled under sub rule, free of charge, to treatment in hospital, any amount paid by him on account of such treatment in this, behalf, be reimbursed to him by the University.

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

7.3 The guiding principles for regulating medical claims given hereunder are to be strictly followed by Medical Officers as well as University employees. The controlling officers are also to examine that these principles are strictly adhered to.

7.4 **Cases requiring hospitalization and cases of prolonged treatment not requiring hospitalization:** The cases of medical treatment requiring hospitalization will normally be referred to a hospital by the AMA for admission.

(i) If hospitalization is not considered necessary but treatment is expected to be prolonged requiring either more than four consultations/visits within a period of ten days from the date of commencement of treatment, or more than a course of fifteen injections, as the case may be, either separately or concurrently, a patient should be referred to the out patient department (OPD) of the hospital by the AMA at the earliest, unless reference to a specialist is considered necessary.

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

a hospital is obtained from one more hospital in a station with more than one recognized hospital, in addition to that where admission has been recommended by the AMA/ Medical Officer-in charge of the case at the case, as the case may be, unless a claim is countersigned by the Vice-Chancellor.

- 7.5 **In-patient treatment in hospital without consulting AMA permissible:** A University employee is entitled to receive treatment as an in-patient for himself and members of his family, without consulting his AMA, in a hospital where he is ordinarily entitled to receive treatment under the rules, i.e. in a hospital to which he would be admitted had he consulted his AMA. It will, however, be necessary in such cases before reimbursement is made, to obtain a certificate in the form given from the medical authorities of the hospital that the facilities provided were the minimum which were essential for the treatment of the patient. This provision of rule is applicable also to a University employee or a member of his family suffering from an infectious disease to receive in-patient treatment in a Government Infectious Diseases Hospital situated at a place where the University employee or a member of his family is entitled to receive medical attendance and treatment.
- 7.6 **Hospitalization not in Nursing Home/Clinics of AMAs even in emergent cases:** The claims for reimbursement for treatment at consulting room taken from registered medical practitioners appointed as AMAs is admissible but the claims for reimbursement for medical treatment taken from the hospitals/nursing homes, private or maintained by such AMAs which are not recognized under CS (MA) Rules, 1944, is not admissible.
- 7.7 **Treatment for Immunizing and Prophylactic purposes:** The charges incurred on account of treatment for immunizing and prophylactic purposes are refundable to the university employees in respect of treatment for themselves or members of their families in case of communicable diseases only, viz. cholera, typhoid group of fevers, plague, diphtheria, whooping cough, tetanus and poliomyelitis, under the following conditions:
- (i) Treatment may be received from the AMA at his consulting room/residence of the patient, or at the OPD of the hospital direct, provided the local authorities such as municipalities, etc. have no arrangements for providing such treatment free of charge and a certificate to this effect is endorsed by the AMA on the claim for the reimbursement of such expenses.
 - (ii) Reimbursement of cost of prophylactic and immunizing agents specified

above may be allowed while treatment for prophylactic and immunization is received from sources at (i) above. Fees for consultations paid to the authorized medical attendants for such consultations will also be reimbursable.

- (iii) Normally the injections prescribed for such immunizing and prophylactic purposes should be got administered at the OPD of a Government/recognized hospital without payment of any injection fee. In cases where facilities for administration of such injections are not available at the OPD of a hospital and a certificate is given to this effect, such injections may be got administered from the AMA at his consulting room or at the residence of the patient on payment of prescribed fees.

7.8 University Employees/members of their families may take treatment from any hospital recognized under CGHS/State Government:

- (i) The University employees or members of their families may avail of medical facilities in any of the Central Government, State Government Hospitals and the hospitals recognized by the State Government/CGHS rules/CS(MA) Rules 1944 as well as the hospitals fully funded by either Central Government or the State Government subject to the condition that they will be reimbursed the medical expenditure at the rates fixed by the Government under CGHS rules/CS(MA) Rules 1944 or the actual expenditure incurred, whichever is less.
- (ii) The University employees, with the permission of the Vice-Chancellor, may avail the medical treatment from any of the private hospitals recognized under CGHS or the Central/State Governments.

7.9 Payment/reimbursement of medical expenses from two sources viz. from the Insurance Companies and the University:

The beneficiaries who have subscribed to medical insurance policies in addition to availing facilities of these rules, may claim reimbursement from both the sources subject to the condition that the reimbursement from such sources should not exceed the total expenditure incurred by the beneficiary on the treatment. The beneficiary will make the first claim to the insurance company and the second to the University. The medical claim against the original vouchers/bills would be raised by the beneficiary first on insurance company, which would issue a certificate indicating the amount reimbursed, to the university. The beneficiary would then prefer his medical claim along with the photocopies of vouchers/bills duly certified. The reimbursement by the University would be restricted only to the admissible amount as per approved package rates subject to the condition that the total

amount reimbursed by the two organizations does not exceed the total expenditure incurred by the beneficiary.

8. Treatment at Residence

8.1 If the AMA is of the opinion that owing to the absence or remoteness of a suitable hospital or to the severity of the illness, a university employee cannot be given treatment as provided in rule 7.1(i) the University employee may receive treatment at his residence.

8.2 A university employee thus receiving treatment at his residence, shall be entitled to receive towards the cost of such treatment incurred by him a sum equivalent of the cost of such treatment as he would have been entitled, free of charge, to receive under these rules if he had not been treated at residence.

8.3 The claims for the sums admissible under the rule shall be accompanied by a certificate in writing by the AMA stating –

- (i) his reasons for the opinion referred to under 8.2 and
- (ii) the cost of similar treatment referred to in rule 8.3

9. Other medical facilities

9.1 Charges for the services rendered in connection with but not included in medical attendance on, or treatment of, a patient entitled, free of charge, to medical attendance or treatment under these rules, shall be determined by the AMA and paid by the patient.

9.2 If any question arises as to whether any service is included in medical attendance or treatment, it shall be decided under CS (MA) Rules 1944. Still, if any doubt persists, the decision of the Finance Committee shall be final and binding.

9.3 The claims of the university employees for reimbursement of expenses on purchase, replacement, repair, adjustments of various artificial appliances and implantation charges viz. dentures, hearing aids, lenses etc. etc. shall be governed under the provisions of CS (MA) Rules 1944.

10. Countersignature of certificates

10.1 The Controlling Officer of a patient may require that any certificate required by these rules to be given by the AMA for travelling allowance purposes shall be countersigned –

- (i) In case of all employees other than Statutory Officer, by the Finance Officer, and
- (ii) In case of Statutory Officers, by the Vice-Chancellor

11. Transfer to foreign service/deputation: No employee shall be transferred to

foreign service/ deputation unless the foreign employer undertakes to afford to him, so far as may be privileges not inferior to those which he would have enjoyed under these rules if he had been employed in the services of the university.

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

13. **Cash Memo and Essentiality Certificate:**

13.1 The cash memos for purchase of medicines must be countersigned by the Doctor prescribing the medicines and the Essentiality Certificate must contain the name of all the medicines prescribed and the amount incurred on the purchase of each medicine.

13.2 Only serially numbered cash memos with particulars of suppliers printed on it shall be accepted. In case of loss of original cash memos by an employee, the duplicate cash memos submitted by him may be accepted provided the circumstances leading to the losses of the original are fully and satisfactorily explained to the satisfaction of the controlling officer and the duplicate cash memos are duly countersigned by the AMA.

13.3 The Doctor must indicate clearly his designation and degrees while signing such reimbursement claim papers.

13.4 The cash memos attached with reimbursement claims should be duly cancelled and super-scribed by the Drawing and Disbursing Officer/Controlling Officer in red ink with the following words at the time of regulation of medical claim bills to check their fraudulent re-use:

Rs.....admitted and claimed in Bill No.....

14. **Time limit for medical claims:**

14.1 The final claims for reimbursement of medical expenses of University employees in respect of a particular spell of illness should ordinarily be preferred within three months from the date of completion of treatment as shown in the essentiality certificate issued by the AMA.

14.2 The time limit of three months should be strictly adhered to and the claims not preferred within three months shall be rejected by the controlling officers.

14.3 The condonation of delay in preferring the final reimbursement claims should not be considered as a routine matter. However, the controlling officers, however, may examine on merit each individual case seeking condonation,

where they are satisfied with the reasons for delay which are to be recorded in writing, and recommend the individual cases for condonation to the Finance Officer for examination.

- 14.4 It power to condone delay in submission of medical reimbursement claims shall be vested with the Vice-Chancellor whose decision shall be final and binding.
15. **Application for claiming reimbursement:** The application for claiming reimbursement of medical expenses in incurred in connection with medical attendance and/or treatment of University employees or their family members shall be submitted on the prescribed application form in **Annexure-I**.
16. **Medical attendance claims register:** A record of all medical reimbursement claims shall be maintained in the Medical Attendance Claims Register (**Annexure II**).
17. **Grant of advances**
- 17.1 An advance would be admissible to university employees for their own treatment or for the treatment of members of their families-
- (i) As an in-patient in a hospital under the provisions of these rules
 - (ii) As an out-patient in the cases of major special diseases, like TB/Cancer/Acute Myeloid Leukemia, etc.
 - (iii) Advance for purchase/replacement of artificial appliances.
- 17.2 No advance shall be admissible in case where treatment is being obtained at the residence of the university employee or at the consulting room of the AMA or of the TB/Cancer specialist, or as an out-patient in cases other than TB/Cancer/Acute Myeloid Leukemia.
- 17.3 The application for advance should be supported by a certificate from the Medical Officer/specialist of the hospital that the patient is being treated as an in-patient or in TB/Cancer/Acute Myeloid Leukemia case as an out-patient, at a hospital indicating the duration of such treatment together with the estimates of anticipated expenses thereof.
- 17.4 The maximum limit for grant of advances shall be as prescribed under CS(MA)Rules 1944 from time to time.
- 17.5 In case of major illness of bypass surgery, kidney transplant, etc. the advance may be limited to 90% of the package or according to the estimate submitted by the medical authorities of the hospital concerned.
- 17.6 The advance will be paid direct to the hospital concerned on receipt of an estimate from the medical authorities of the hospital.
- 17.7 The employee concerned is required to submit the adjustment account within a period of one month from the date of his discharge from the hospital.
- 17.8 In case the entire advance has not been utilized for treatment of the patient, the

- Head of the Department concerned shall correspond with the hospital concerned for refund of the un-utilized balance of the medical advance.
- 17.9 In case of out-patient the amount of advance should be adjusted against subsequent claims for reimbursement of the expenditure and the balance, if any, recovered from the pay of the employee concerned in four equal monthly installments, which shall start from the pay of the month subsequent to the one in which treatment was over where the advance was drawn in connection with the treatment of family member; and in cases where the medical advance was drawn for the treatment of himself/herself, from the pay for the month in which he/she draws duty pay/leave salary, after treatment is over.
- 17.10 An advance may also be made to the university employees for the purchase/replacement, repair and adjustment of admissible artificial appliances under the rules, provided it is certified essential by a specialist in the concerned specialty in the hospital.
- 17.11 **Advances to wife/legal heir when employee is incapacitated to apply:** An advance is normally drawn and paid on the application made by the University employee. However, in exceptional circumstances in cases of serious illness/accidents where the employee is unable to apply for the advance, the advance may be sanctioned on the basis of an application made in his behalf by the wife of the employee or other legal heir in writing.
18. **Treatment for special diseases:** In regard to treatment of special diseases, the provisions of CS (MA) Rules 1944 shall be applicable.
19. **Concessions for families:** The families of University employees shall be entitled to medical attendance and/or treatment on the scale and conditions allowed to university employees themselves, subject to such exceptions or restrictions specified in these rules. The AMA of the family of the employee is the same as the AMA of a university employee and the family is entitled to receive medical attendance and treatment at the hospital at which the employee himself is entitled.
- 19.1 **General conditions:** The term 'family' for the purpose of these rules shall mean a university employee's wife or husband, as the case may be, and parents, sisters, widowed sisters, widowed daughters, minor brothers, children, step-children divorced/separated daughters and stepmother wholly dependent upon the university employee and are normally residing with the university employee, subject to the following restrictions:
- (i) The limit of income of a family member for deciding the dependency on the university employee shall be as may be prescribed under the CS (MA) Rules 1944 from time to time.

- (ii) Son: Till he starts earning or attains the age of 25 years or gets married, whichever is earlier.
- (iii) Daughter: Till she starts earning or gets married, irrespective of the age limit, whichever is earlier.
- (iv) Son suffering from any permanent disability of any kind (physical or mental): Irrespective of age limit.
- (v) Dependent divorced/abandoned or separated from their husband/widowed daughters and dependent unmarried/divorced/abandoned or separated from their husband/widowed sisters: Irrespective of age limit.
- (vi) Minor brother (s): Up to the age of becoming a major.
- (vii) The term 'children' includes children adopted legally, including children taken as wards by university employees under the Guardians and Wards Act 1890, provided such a ward lives with the employee and is treated as a member of the family and that the employee through a special Will has given such a ward the same status as that of natural born child.
- (viii) The term 'wife' includes more than one wife.
- (ix) When spouse, husband or wife of university employee, as the case may be, employed in a State Government or in the defence/railway services or corporation/bodies financed partly or wholly by the Central or State Government, local bodies and private organisations, which provide medical services would be entitled to choose either the facilities under the University Medical Attendance Rules or the medical facilities provided by the organisation in which he/she is employed.
- (x) In case where both husband and wife are university employees, they, as well as eligible dependants, are entitled to avail of the medical concessions according to his/her status.

Provided that for the purpose of cases covered under (ix) and (x) above, they should furnish to their respective Heads of Departments/Offices a joint declaration as to who will prefer the claim for reimbursement of medical expenses in respect of wife/husband and children. A copy of such a declaration shall be recorded in the personal file of both of them and shall remain in force till such time it is revised on the express request in writing by both of them. In the absence of such a declaration, the medical concessions shall be availed of by the wife and the children according to the status of the husband.

- (xi) In the cases where spouses of university employees are employed in other organizations providing different medical facilities and stationed and

residing at different places separately at their respective duty stations, the university employee concerned can avail medical facilities under these rules in respect of himself/herself, as the case may be and the family members residing with him/her, provided the spouse employed in other organisations is not in receipt of fixed monthly family medical allowance and that he/she produces a certificate from the employer of his/her spouse that he/she is not claiming medical facilities in respect of his/her spouse and their family members.

Provided further that in cases where the spouse is employed and is in receipt of fixed monthly medical allowance, the university employee will be eligible for reimbursement of medical expenditure for the family members except the spouse who is in receipt of medical allowance.

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

- (i) The dependency of parents wholly or mainly shall be subject to monthly income of Rs.3500.00 p.m. of the parents from all sources including pension/family pension, on the date of consideration, or as may be fixed under CS (MA) Rules 1944, from time to time.
- (ii) The lump sum non-recurring income i.e. income from contributory provident fund, prizes, bonds, gratuity, commuted value of pension, insurance benefits, shall not be regarded as income for the purpose of this rule.
- (iii) For reckoning the income of the parents, the pension originally sanctioned should be taken into account for determining the entitlements and coverage and not the pension after commutation.
- (iv) The parents and family members are covered under these rules even if they reside at a station other than the place of duty of the university employee.

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

- (i) The term ‘family’ for the purpose of these rules will include adoptive parents who are wholly/mainly dependent on the University employee subject to fulfilment of other conditions of dependence.

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

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

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

CERTIFICATE

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

19.5 **Judicially separated wife and dependent children:** Judicial separation does not dissolve marriage and even a judicially separate wife continues in law to be a

wife. The grant of maintenance allowance by the Court to such a wife makes no difference in her status as such. Therefore-

- (i) A judicially separated wife of a university employee (whether she is receiving maintenance allowance or not) would be entitled to medical concessions under these rules.
- (ii) Further, till the question of guardianship of the dependent children, if any, is decided by the Court of Law, reimbursement of medical expenses in respect of these children may be allowed to either the husband or the wife whoever prefers the claim.

20. **Reimbursement in relaxation of rules in emergent cases:** The medical attendance/treatment secured by the university employees for themselves or members of their families shall be regulated as under:

20.1 **Circumstances to justify treatment in private medical institutions:** In emergent cases involving accidents, serious nature of disease, etc. the university employees or the members of their family, on the spot may use their discretion for taking the patient for treatment in a private hospital in case no Government or recognized hospital nearer than the private hospital.

- (i) The Head of the Department/Controlling Officer will decide on the merits of the case whether it was a case of real emergency necessitating admission in a private institution. In case, however, of any doubt they may refer the case to the Finance Officer for opinion.
- (ii) The reimbursement of expenses incurred on treatment obtained in private clinics/nursing home of the AMAs would not be admissible under these rules and also in relaxation of the rules, even in emergent cases.

20.2 **Subsequent transfer to Government/recognized hospital:** A patient while in private hospital taking treatment in emergent cases should act according to the advice of the hospital authorities. He should get discharge from such a hospital only when the hospital authorities discharge him.

20.3 **Payment procedure:** The payment on account of treatment taken under emergent circumstances shall be guided by the following procedure-

- (i) Where the expenditure likely to be incurred on such treatment is beyond the paying capacity of university employee, the Head of the Department/Controlling Officer may meet the expenditure directly subject to the limits mentioned in the CS (MA) Rules 1944 and the payment in respect of admissible items of expenditure may be made by the Head of Department direct to the hospital. To enable the Head of the Department to consider such a request, a certificate regarding the

- expenditure likely to be incurred shall be obtained by the university employee from the hospital authorities and furnished to the HOD.
- (ii) The Head of the Department/Controlling Officer may make advance payments or advance deposits to hospitals, if demanded. The payments to hospitals at periodic intervals, on the basis of bills, may also be made by the HOD, if necessary.
 - (iii) The advance payments or advance deposits to hospitals wherever made, shall be adjusted against final bills and if it is found that the advance payments or advance deposits to hospitals have been more than the final bill, the balance should be got refunded/ recovered from the university employee as provided in these rules.
 - (iv) The charges on account of inadmissible medicines, etc. will be paid by the university employee himself.
 - (v) The ceilings of admissibility shall be as prescribed under CS (MA) Rules 1944.

28 Operation of the Rules:

28.1 General: The following guidelines are laid down for the general operation of these rules:

- (i) All the important and significant rules and guidelines have been provided in these rules.
- (ii) However, a situation may arise for which no solution may be readily available or some areas might have remained uncovered or there may arise some doubt on the interpretation of any of these rules. In such cases/situations, the provisions of Central Services (Medical Attendance) Rules 1944 and the instructions issued by the Government of India, Ministry of Human Resource Development, Ministry of Health and Family Welfare and the University Grants Commission, shall be followed.

28.2 Rates and conditions for admissibility of Travelling allowance: The University employees and members of their families will be entitled to traveling allowance at the rates and under the conditions specified in **Annexure-III** for journeys undertaken by them to obtain appropriate medical attendance and treatment to which they are entitled under these rules.

28.3 The instructions regarding prescription and purchase of medicines: The instructions given in **Annexure -IV** regarding prescription and purchase of

medicines, shall be followed by the AMAs as well as University employees.

28.4 Instructions for University employees: For the guidance and facilitation, precise instructions to the university employees are given in **Annexure-V**.

28.5 Instructions for doctors: **Annexure-VI** contains the specific instructions for adoption by doctors.

28.6 Instructions for Controlling Officers: The controlling officers of the university employee may guided by instructions as contained in **Annexure-VII**.

28.7 Admissible and inadmissible medicines: The list of medicines – admissible and inadmissible, as provided in Appendix-XVI under CS (MA) Rules 1944 shall be adopted for the operation of these rules.

28.8 Restrictions: The applicability of these rules is subject to the provisions and restrictions of the Central Services (Medical Attendance) Rules 1944, in general, and the following restrictions in particular:

28.8.1 The scales of pay for various entitlements and concessions in respect of university employees and the members of their families shall be as provided under relevant CS (MA) Rules 1944 from time to time.

28.8.2 The limits of pay and income for entitlement and eligibility especially for treatment at residence, and accommodation, etc. for employees and members of their families shall be as provided under relevant CS (MA) Rules 1944 from time to time.

28.8.3 The members of families are not entitled to the facilities for testing of eyesight for glasses allowed to the university employees.

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (HP)

ANNEXURE – I

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

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

Declaration to be signed by University Employee

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

Date.....

Signature of the employee)

Office to which attached.....

CERTIFICATE

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

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

Certificate 'A'

I, Dr.....hereby certify:-

- a) That patient has been under my treatment at.....
and that the under mentioned medicines prescribed by me in this connection were essential for the recovery of the patient prevention of serious deterioration in the condition of the patient. The medicines are not stocked in the Hospital for patients and do not include proprietary preparations for which cheaper substance of equal therapeutic value as available for preparations which are primarily food, toilets or disinfectants.

_ PARTICULARS OF TREATMENT:-

(i) Medicines Name	Charges (Rs.)	Detail of Cash Memo(S) etc.

ii) Laboratory Tests / Ambulance/ Consultancy/ Indoor Room/ Others (Specify):-

- b) That the patient is/was suffering from.....
 and is/was under my treatment fromto.....
 He did/did not require hospitalization.

(Signature of the Medical Officer)

- N. B:- 1) Where not applicable should be struck off.
 2) Certificate (b) is compulsory and must be filled in by the Medical Officer.

MEDICAL REIMBURSEMENT CLAIMS REGISTER

Name of the Employee.....

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

**TRAVELLING ALLOWANCE FOR
MEDICAL ATTENDANCE AND/ OR TREATMENT**

1. General Instructions

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

1. Journey by rail/road/sea/air

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

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

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

2. Journey by other means of conveyance

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

3. Certificate required to claim T.A.

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

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

4. Conveyance Charges

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

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

5. Ambulance Charges

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

- (i) if it is certified in writing by the Medical Authorities mentioned in these orders that conveyance of the patient by one other means of conveyance

would definitely endanger the life of the patient or grossly aggravate the conditions of his/her health.

- (ii) if the ambulance is used to convey a patient to a place of treatment or to convey a patient from one hospital to another for purpose of certain medical examinations, etc.,
- (iii) if the ambulance used belonged to Government or local fund, or a social service organization such as the Red Cross Society, etc., and
- (iv) if the ambulance is used within the same city- Municipal or Corporation area, Military Station and Cantonment Board area,etc.

6. T.A. for attendant / escort

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

7. T.A for donor of Kidney

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

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

8. Railway Concessions

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

9. Commencement and termination of the journeys

The journey for the purpose of these orders should be deemed to have commenced from the place from which the patient actually travels to the place of treatment and the return journey to have ended at the place to which the patient actually travels whichever is

nearer. For the purpose of conveyance charges, the return journey should be deemed to have ended at the residence of the University employee concerned.

10. Presentation of Claims

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

11. Advance of T.A.

(i) Advance of travelling allowance to the extent admissible under these orders may be granted to University employees at the discretion of the authority competent to sanction advance to T.A. on tour on production of a certificate in writing from the Medical Authorities mentioned in these orders to the effect that the University employee or a member of his/her family has been advised medical attendance and treatment outside the station (name of the station at which the patient has been recommended medical attendance and treatment to be specified) in accordance with the Rules.

(ii) The advance of T.A. for medical attendance and treatment should, unless otherwise specified, be treated as an advance on tour. Accordingly, the following instructions should be followed regarding the grant of such advance to University employees:

- (a) Authorities competent to sanction advance of T.A. may under these orders sanction such advances for themselves also, if otherwise admissible.
- (b) The amount of advance granted should be adjusted against the subsequent claim for T.A. on completion of journey or on 31st March, whichever is earlier.
- (c) The amount of advance granted should be debited as a final charge under the service head concerned and the sanctioning authority would be primarily responsible for watching the adjustment of the advance.
- (d) A second advance will not be admissible under these orders until an account has been given of the first advance.

2. Special Concession to TB and Cancer Patients

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

University employees should avail of the concessions granted by the Ministry of Railways in the appropriate class of accommodation or lower accommodation and the T.A. bills should be regulated to the extent admissible under the orders of Ministry of Railways vide their O.M. No. TC II/2/183/57, dated 6th November, 1959 (as modified) from the Ministry of Railways (Railway Board) to the Director- General of Health Services, New Delhi, reproduced below:

Subject:- Rail concession to TB and Cancer Patients.

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

For whom available

Nature of Concession

(i) Patient travelling accompanied by an attendant.

A combined blank paper ticket for the journey of the patient and his attendant on payment of $\frac{1}{2}$ the normal journey fare for the patient in the class occupied.

(ii) Patient travelling alone.

Single journey ticket on payment of $\frac{1}{4}$ th the normal fare due.

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

**MEDICINES – INSTRUCTIONS REGARDING
PRESCRIPTION AND PURCHASE OF**

Prescription of Medicines

1. The Authorized Medical Attendant should prescribe such quantities of medicines as are necessary and sufficient for treatment of the disease within a period of ten days from the commencement of treatment. Ordinarily medicines should be prescribed in the instance, for a short period so as to watch the effect and void excess purchase of medicines. The medicines thus prescribed must be purchased by the University employee on or before the date of completion of treatment as shown in the Essentiality Certificate, viz, the 10th day from the commencement of treatment. If on the last day of the treatment, viz., the 10th day, the patient needs further medication, he/she should be forthwith referred to the out-patient department of a Government / recognized hospital/ dispensary by the Authorized Medical Attendant for further treatment. The medical claims should be restricted accordingly.
2. The intention is that right at the start of the treatment, the Authorized Attendants should not prescribe medicines for ten days at a stretch, inasmuch as, in case the course of treatment is changed after three or four days or earlier, some of the medicines, if they are prescribed for all the ten days would invariably go waste. It is, therefore, it is incumbent on the Authorized Medical Attendant to prescribe such quantities of medicines as are necessary for the treatment of a patient for the period considered necessary which in no case should exceed ten days. After this ten days period, the patient is to be referred to the OPD of a Government recognized hospital/ dispensary for further treatment. It is also incumbent on the Authorized Medical Attendants to indicate the daily medicines prescribed by them for the treatment of a patient.

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

3. It is incumbent upon the Medical Officers who function as Authorized Medical Attendants of University employees not to prescribe costly medicines for which cheaper substitutes of equal efficacy are available and at the same time they should

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

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

4. In order to ensure that medicines may not go waste, Authorized Medical Attendants should strictly follow and not prescribe medicines for more than three or four days at a stretch in the very beginning of the treatment. In case, in spite of these instructions, any Authorized Medical Attendants persists in prescribing medicines in violation of these orders, the matter may be reported to the Vice-Chancellor.
5. **Admissibility of new medicines/ preparations for reimbursement to be decided by AMAs:** The list of admissible and inadmissible medicines given in Schedule I and II of CS (MA) Rules, 1944 may be treated as illustrative only indicating ineligible medicines/ preparations or expensive drugs. The Authorized Medical Attendant may take a decision whether a particular new medicine or preparation falls under any of the broad categories specified in Schedule I or Schedule II [appendix-XVI] of CS (MA) Rules, 1944 and so certify whereupon the cost of such medicines may be reimbursed.

Purchase of Medicines

1. **Purchase may be from any licensed Chemist/Druggist:** The University employees for the purpose of reimbursement of medical expenses under these rules, should purchase drugs and medicines from all Chemists/Druggists license under the Drugs and Cosmetics Act and Rules framed there under for the purpose.

2. The Controlling Authorities should ensure the prices charged and reimbursed are in accordance with the Drugs Price Control Order issued by the Ministry of Chemicals and Fertilizer from to time ,i.e. as indicated in the labels, cartons, etc. where medicines are prescribed / purchased not in full bottles / cartons , the cost of the medicines including local taxes, if any should be in proportion of the retail prices.

INSTRUCTION FOR UNIVERSITY EMPLOYEES

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

INSTRUCTIONS FOR DOCTORS

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

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

14. For the purpose of 'medical attendant', as distinct from 'medical treatment', there should be no need for repeated consultations which include 'repeat' prescriptions. In such cases up to 4 consultations at the rate of one consultation, a day should be sufficient
15. Treatment at a consulting room should be limited to the administration of injections only.
16. Cases requiring prolonged treatment should be admitted to hospitals unless hospitalization is definitely not necessary in any particular case.
17. If hospitalization is not considered necessary but the treatment is expected to be prolonged requiring many consultations and several injections spread over a period of more than 10 days, the patient should be referred to the outpatient department of a Government/ recognized hospital at the earliest.
18. Hospitalization should be advised in cases where it is required, and if, in spite of the specific advice of the Medical Officer, a patient does not seek admission into hospital, the Medical Officer concerned should record a note to the effect while signing or countersigning the bills, certificates, etc., necessary to be produced by the University employee for the purposes of claiming refund from University. In such cases, no refund would be admissible.
19. In cases which are definitely not prolonged, treatment (limited to the administration of injections only), during medical attendance may be given spread over a period over a period not exceeding 10 days. In such cases, normally 10 injections in a period of 10 days should be sufficed. These limits may be exceeded slightly (not exceeding 5), viz., 15 injections spread over a period of 10 to 15 days (or even more days depending on the condition or ailment of the patient as in the opinion of the Authorized Medical Attendant is essential for the recovery of the patient) at the discretion of the Authorized Medical Attendant.
20. If a University employee or a member of his family is not entitled to the services of the Medical Officer whom the patient consults, he should direct the patient to the proper Authorized Medical Attendant.

INSTRUCTION FOR CONTROLLING OFFICERS

1. All Claims for reimbursement of medical expenses incurred by the University employees on medical attendance and/ or treatment for themselves and their families should be preferred on the standard form.
2. All claims should be scrutinized by the office concerned. While Examining these claims, it should inter alia be verified-
 - (1) That the University employees or a member of his family consulted the Authorized Medical Attendant, or another Medical Officer, who is either of equivalent rank or immediately junior in rank to his Authorized Medical Attendant, and attached to any hospital/ dispensary in the station in which the Authorized Medical Attendants of various categories of University employees appointed by the university under these rules, are posted. The List of Authorized Medical Attendants may be obtained from the Finance Wing of the University.
 - (2) That in the cases in which where a Specialist is attached to the same hospital (i.e., Government hospital only), as the Authorized Medical Attendant, the approval of the authorities of the hospital for consultation with such Specialist was obtained by the Authorized Medical Attendant;
 - (3) That the fees paid to the Authorized Medical Attendant or a Specialist, for consultation or for administering injections are at the rates prescribed;
 - (4) That having regard to the pay/ emoluments of the University employee, and the class of service to which he belongs, the accommodation occupied by him or a member of his family in the hospital was according to his status. Rules and schedules of charges of the hospital concerned may be obtained from the Finance Wing of the university;
 - (5) That the claims of reimbursement of expenses, on account of medical attendant and treatment (limited to administration of injections) are in accordance with the principles enunciated in Section 1;
 - (6) That reimbursement of diet charges is not allowed, except in cases where the pay of the Government servants concerned is not more than the limits prescribed from time to time.
 - (7) That except for TB, Cancer, Polio, Mental Diseases or similar other diseases as approved from time to time and for which separate orders exist, treatment for other diseases in Government/ recognized hospitals outside the District/ State but within India, was obtained, subject to the fulfilment of the condition specified in these rules.
 - (8) That medicines prescribed are admissible under the rules.
3. The Controlling Authorities may use their discretion in allowing reimbursement of injection fees paid to another Government or non-Government Doctor (registered with the State Medical Council), other than the Authorized Medical Attendant, in

cases where they are satisfied that in the circumstances of the case there are no other alternative but to get the injection administered by such a Doctor, or in cases where the patient is specifically advised by the Authorized Medical Attendant to get the injection administered from outside. Reimbursement of fees for such injections should not however, exceed the prescribed rates.

4. The Head of Departments and those declared competent vide delegation of Financial Powers, are empowered to allow reimbursement of medical claims in relaxation of rules in respect of treatment taken in private clinics/ nursing homes. Reimbursement may be allowed up to the extent admissible without any overall ceiling; but this is subject only to individual item wise ceiling as prescribed under the rules. Reimbursement in relaxation of rules is not admissible if treatment is obtained in private clinics/ nursing homes of the AMA and also in case of Dental treatment.
5. Claims for reimbursement should be disposed of by the Officer concerned. All bills for charges, on account of medical attendance and treatment should be countersigned by the Controlling Authorities who are empowered to countersign Travelling Allowance Bills of University employee concerned.

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

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

advice/comments after consultation with the quarter concerned, as may be decided by them.

**Important instruction for the guidance of the Controlling Authorities
to prevent abuse of medical reimbursement facilities.**

1. Medical reimbursement bills of the 5% (Five Percent) of the individuals whose total claim in a year exceed a total amount of Rs 10,000 (Rupees Ten thousand only) shall be subject to careful scrutiny. Further, All claims in excess of Rs 1,000 (Rupees One thousand only) shall continue to be thoroughly scrutinized as per existing instructions. In cases of doubtful nature, verification should be undertaken through the vigilance organizations of the departments/Offices. In important cases involving bribery and corruption, should be brought to the notice to the Registrar and Finance Officer, and if need be, a reference may be made to special Police Establishment with the prior approval of the Vice-Chancellor. The Central Bureau of Investigation may also be approached if a big racket is exposed.
2. The time limit of three months for the presentation of medical claims should be strictly adhered to and a reimbursement claim which is not supported by a regular voucher/cash memo should not be allowed.
3. In view of the increase in malpractices, it is suggested that the private medical practitioners appointed as Authorised Medical Attendants should be required to issue cash memos in respect of the medicines supplied by them to the University employees and the members of the their families indicating the verifiable details like Sl. No. of the cash memos, its date, name of the patient, amount of fees charged, complete name of the medicines, its batch number, etc. Those cash memos, etc, should be checked up thoroughly by the controlling authorities.
4. It should also be checked up that the medicines prescribed by the Authorised Medical Attendants have been purchased from Chemists/ Druggists Licensed under the Drugs and Cosmetics Act and Rules framed there-under.
5. The maintenance of the prescribed Control Register should be ensured and periodical review of the register should be done by the officer immediately superior to the Controlling Officer and also whenever inspection of the office is undertaken. The Controlling Officer should be made responsible for the proper and correct maintenance of the register.
6. Controlling Officer should satisfy himself that the entries of serial numbers of the cash memos have been duly made in the control register and he should not countersign the medical claims unless the register are duly put up to him for his perusal.
7. Wherever the specimen signatures of Authorized Medical Attendants can be obtained without protest on the part of the Authorized Medical Attendants, this should be obtained confidentially at the level of the Controlling Officer and kept on record, under the personal custody of the Controlling Officer, who will compare the

same with signatures of the Essentiality Certificates before countersigning the medical claims so as to ensure the genuineness of issue of the Essentiality Certificate by the Authorized Medical Attendants before passing the claims. This specimen signatures should on no account is passed on to the office in the usual course.

8. According to these rules the parents are eligible to the facilities subject to certain conditions and income limits. In order to ensure proper adherence of these rules, a declaration is required to be furnished by the University employees at the beginning of the every calendar year regarding income and residence of the parents of the officials. The residential condition in respect of the dependent parents has been relaxed in cases where the members of the family of a University employees reside at a place other than on his duty station and his parents also reside with the rest of the family members. It is the duty of the Controlling Officer to ensure that such declarations are already on record before any claim for medical reimbursement in respect of the dependent parent is admitted by him.
9. Original bills are not to be returned to the claimant for reconciling discrepancies. The claimant should only be asked to settle the discrepancies by giving them the necessary particulars, if necessary, by forwarding copies of the documents. In case the University employee asks for the original documents, they may be sent to the Head of the office where he works, if it is a different office and he may be asked to examine the documents, in the presence of the immediate superior.
10. It may be noted that the benefit of doubt is given to the officials in cases where there are minor discrepancies in the claims regarding dates, etc. In all the cases, the Controlling Officers have the discretionary powers either to reject the claims or to give the benefit of doubt to the officials depending on the circumstances of each case. It is therefore, necessary that the Controlling Officers exercise their discretionary powers judiciously so as to distinguish cases of deliberate misuse as against cases of minor discrepancies, the bonafides of which are not in doubt.
11. Issues of cash memos with back dates and countersigning of the same by the authorized Medical Attendant, is a serious irregularity obviously with the intention to defraud the University and has, therefore, to be dealt with firmly. The Controlling Officer should not hesitate to institute necessary investigations and to bring the misconduct of both the Chemists as well as of the Authorized Medical Attendants to the proper authorities for the removal of their names from the lists of approved chemists and approved medical attendants respectively.

