

Ref: No. 1-33/96(Admn.)

July 14, 1997

OFFICE ORDER

A copy of the Bye-Laws, as approved by the Governing Body of the C.E.C., at its meeting held on 27th February, 1996, is enclosed for information and necessary action.

(MRS. JOSIE MATHEW)
CHIEF ADMINISTRATIVE OFFICER

Copy to:

1. All Staff Members of C.E.C.
2. P.S. to Director *Don Egan*
3. O.O. File

- | Sl. No. | Name | Address | Phone No. | Signature | Date |
|---------|---------------------|---------|-----------|-----------------------|---------|
| 1 | Sh. P. K. Meel | 21/6/97 | 15 | Sh. Sachinendra Kumar | 21/6/97 |
| 2 | Sh. K. K. Madhu | 21/7/97 | 16 | Sh. S. S. S. S. | 21/7/97 |
| 3 | Dr. R. Mishra | 21/7/97 | 17 | Sh. Ashok | 21/7/97 |
| 4 | Ms. R. K. Chandra | 21/7/97 | 18 | Ms. R. K. Chandra | 21/7/97 |
| 5 | Ms. Gayatri Chandra | 21/7/97 | 19 | Sh. V. K. Jha | 21/7/97 |
| 6 | Ms. Kancha Mathan | 21/7/97 | 20 | S. Munee Barua | 21/7/97 |
| 7 | Ms. Renu Singh | 21/7/97 | 21 | Sh. Madhukar Chandra | 21/7/97 |
| 8 | Sh. S. S. S. S. | 21/7/97 | 22 | V. M. Phari | 21/7/97 |
| 9 | Sh. A. R. Sharma | 21/7/97 | 23 | K. K. K. K. | 21/7/97 |
| 10 | " K. K. K. K. | 21/7/97 | 24 | N. K. K. K. | 21/7/97 |
| 11 | Ms. R. K. Chandra | 21/7/97 | 25 | R. K. K. K. | 21/7/97 |
| 12 | Sh. K. V. Mohan | 21/7/97 | 26 | S. S. S. S. | 21/7/97 |
| 13 | " R. K. Chandra | 21/7/97 | 27 | R. K. Chandra | 21/7/97 |
| 14 | Pawan Kumar | 21/7/97 | 28 | Sh. K. K. K. K. | 21/7/97 |
| 15 | | 21/7/97 | 29 | Sh. K. K. K. K. | 21/7/97 |

BYE-LAWS

As provided under Rule 30 (VIII) of the Rules of the Consortium for Educational Communication (hereinafter referred to as Consortium), the Governing Body has framed the following Bye-laws for the administration and management of the various matters specified in the aforesaid Rules.

1. AUTHORITIES AND OFFICERS OF THE CONSORTIUM

1.1 As per Rule 5, the following shall be the authorities and officers of the Consortium :-

- (i) The Council;
- (ii) The Governing Body;
- (iii) The Finance Committee;
- (iv) The Chairperson, UGC;
- (v) The Director.

1.2 Rule 6 describes the composition and functions of the Council. The Council is the Apex Body of the Consortium which shall meet once a year to consider the Annual Report of the Consortium, the Audited Statement of Accounts together with the Auditor's Report thereon.

1.3 Rule 20 describes the composition and Rule 26-30 enunciate the functions of the Governing Body. It is the Executive Body that manages, administers, directs and controls the affairs of the Consortium subject to its Rules and Bye-laws.

1.4 Rules 41 and 42 describe the composition of the Finance Committee and its functions.

1.5 Rule 43 defines the functions and powers of the Chairperson whereas Rule 44 describes the mode of appointment to the post of Director as well as his/her powers and functions.

2. FINANCE AND ACCOUNTS

2.1 FINANCIAL YEAR

The Financial Year of the Consortium shall begin on the 1st of April and end on the 31st March of the following calendar year.

2.2 BUDGET ESTIMATES

2.2.1 The Budget Estimates of annual receipts and expenditure of the Consortium for the ensuing year shall be prepared in two parts. Part I - Maintenance or Non-Plan Budget and Part II - Development or Plan Budget. The estimates shall be prepared and approved by the Finance Committee in the 1st week of September for its considerations and recommendations.

2.2.2 On the basis of the recommendations of the Finance Committee the Governing Body shall finalise the Budget Estimates before the end of September and forward the same to University Grants Commission for final approval. All Agenda papers of Finance Committee should also be sent to Members of Governing Body.

2.3 SANCTIONING OF EXPENDITURE

All expenditure within the allocated budget shall be approved and sanctioned by the Director as per powers delegated to him/her by the Governing Body. Director may delegate some of his/her powers to other officers of the Consortium for specific purposes and to the extent he/she has been authorised by the Governing Body to make such delegation.

2.4 REAPPROPRIATIONS

The Director shall have the power to make reappropriations within the budget allocation any time within a financial year under intimation to UGC subject to the following conditions.

- a) Reappropriation to augment the provision under the heads - Salaries, Allowances, Pensions, and Provident Fund Contributions shall require the prior approval of the Governing Body.
- b) No reappropriation shall be made from the head of Capital Expenditure to the head of Recurring Expenditure without the prior approval of the Governing Body.
- c) Reappropriation to cover expenditure on a new project not included in the budget shall require the prior approval of the Governing Body.
- d) Funds shall not be diverted from Plan to Non-Plan and vice-versa.

A statement showing reappropriations made during the financial year should be placed before the Governing Body.

Funds received from various agencies for specific objects and programmes shall be treated as "earmarked funds" and shall not be diverted for use on other objects and projects.

2.5 ACCOUNTS

- 2.5.1 Chief Administrative Officer or any other officer designated by the Director shall be responsible for the maintenance of the accounts of the Consortium.
- 2.5.2 The Consortium with the approval of Governing Body shall open and maintain in the name of the Consortium one or more saving accounts/current accounts/fixed deposit accounts with State Bank of India and/or any other Nationalised Bank or Banks. All moneys received for or on behalf of the Consortium including all income and receipt shall be paid forthwith to the credit of such accounts.



2.6 PAYMENTS

2.6.1 Payments by or on behalf of Consortium exceeding a fixed amount to be decided by the Director from time to time shall ordinarily be made by account payee cheques. All cheques shall be signed by the person(s) duly authorised to do so by the Director. If the situation so demands, the Director may authorise payment by account payee demand draft.

2.6.2 ENDORSEMENT

All bills for payment shall bear an endorsement "passed for payment" and the endorsement shall be signed by the Director or an officer to whom the power has been delegated by the Director.

2.7 PERMANENT ADVANCE

A permanent advance of a sum to be fixed by the Director may be kept by the Head of the account section of the Consortium and/or any other officer(s) nominated by the Director for cash payments.

2.8 ANNUAL ACCOUNT

2.8.1 The accounts of Consortium shall be maintained on a double entry system and Annual Statements of accounts shall be prepared on accrual basis. These Statements will consist of :

- i) Receipts and Payments Account;
- ii) Income and Expenditure Account;
- iii) Balance Sheet.

2.8.2 The accounts shall be supported by the following Subsidiary Statements:

- a) Bank Reconciliation Statement.
- b) Statement of temporary advances outstanding as at the end of financial year.

2.8.3 The Governing Body shall prescribe any other Subsidiary Statement which it may consider necessary for the proper appreciation of accounts.

2.9 CONTRACTS

2.9.1 CONTRACTS WITH OUTSIDERS

All contracts for and on behalf of the Consortium shall be entered into and executed by the Director or by any other officer of the Consortium specifically authorised by the Director for any particular category of contracts.

2.9.2. CONTRACTUAL SERVICES

The Director will contract out infrastructural services of the Consortium as and when needed. Persons hired for these services will be governed by the Rules of their respective contracts.

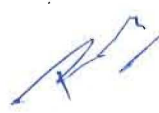
2.10 INVESTMENTS

All surplus funds of the Consortium not immediately required for expenditure and accumulated balances in General Provident Fund/Contributory Provident Fund shall be invested in fixed deposits with banks or in approved securities in the name of the Consortium. All purchases, sales or alterations of such investments, transfer deeds or other documents necessary for this purpose shall be executed by the Director and be reported to the Governing Body.

2.11 AUDIT

2.11.1 The Director will submit names of three or four suitable firms of Chartered Accountants for consideration to the Governing Body to conduct the Audit of the Consortium's accounts. The Governing Body shall appoint one of them for conducting the audit for a two year term which may be extended by one more term at the discretion of the Governing Body. Thereafter, a new firm may be appointed in the same manner.

2.11.2 The accounts shall be made available to auditors within three months of the close of the financial year. Annual Accounts along with Audit Report thereon and the replies of the Consortium shall be placed before the Finance Committee. Audit Report and the accounts will then be considered by the Governing Body which shall forward the same to University Grants Commission with its comments.




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3. PURCHASE RULES

3.1 All purchase of stores and equipment out of the Consortium funds are subject to the following essential conditions.

- a) The requirements of stores be purchased are assessed in a realistic, rational and prudent manner so as to guard against extravagance by way of unnecessary or excessive purchases. At the same time, the purchases are programmed reasonably in advance so as to meet all requirements well in time.
- b) Financial sanction of the Competent Authority is obtained for effecting the purchases. The Competent Authority will satisfy itself as to the need for purchase and availability of funds at the time of according sanction.

3.2 PURCHASE COMMITTEE

- 3.2.1 Appropriate Purchase committee(s) shall be constituted by the Director for consideration and processing of proposals for purchases.
 - 3.2.2 The Committee constituted by the Director shall have experts in the relevant area.
 - 3.2.3 The Purchase Committee shall consider purchase proposals for purchase of respective categories of stores, equipment etc., exceeding Rs.5000 in value at a time. The Committee makes recommendation to the Director or any other sanctioning authority for final approval.
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3.3 TENDERS/QUOTATIONS

3.3.1 ITEMS AGGREGATING RS.5,001/- TO Rs.1,00,000/-

Purchases involving Rs.5,001/- to Rs.1,00,000/- should ordinarily be made through limited rate enquiry/limited tenders. Limited tenders enquiries shall be addressed to selected firms of known-reliability, reputation and standing through registered letters and sealed quotations be obtained. For these purposes, the Consortium shall maintain a list of firms dealing with the items of articles/stores commonly required by the Consortium and who are in a position to produce evidence of their sound financial resources and ability for executing orders. Quotations should be obtained from at least four parties.


3.3.2 ITEMS AGGREGATING RS.1,00,000 AND ABOVE

Quotations shall normally be obtained by public tenders through newspapers after adequate publicity. At least four quotations shall be obtained. Purchase Committee shall examine the quotations and make appropriate recommendations to the Director or any other sanctioning authority.

3.3.3 In respect of items mentioned in 3.3.1 and 3.3.2 above if in any case, the lowest quotation is not found suitable or acceptable, the exact reasons for the same should be recorded in the proceedings of meeting of the Purchase Committee.

3.3.4 If the item in 3.3.1 and 3.3.2 above are proprietary items or include some proprietary items (where article of particular brand, make or manufacture are preferred and where it is known that only a particular firm is the manufacturer of the stores required), the Purchase Committee may recommend purchase through single tender/quotation directly from the manufacturers or their authorised agent provided a certificate is furnished by the head of the indenting unit/department that the requirement will not be met by any of the substitute stores.

3.3.5 For emergent requirements, local purchase upto a maximum limit of Rs.20,000/- may be effected through Purchase Committee constituted by the Director to conduct market survey and to make on the spot purchase.



3.3.6 In the case of items of special or unusual character where suitable and economical purchase can not be made in accordance with the normal procedure prescribed above and the same had to be made from a particular manufacturer, the Purchase Committee may record detailed reasons there of and make appropriate recommendations to the Director.

3.4 Purchases for items costing Rs.5,000/- and below may be effected as per the following guidelines:

- a) For item costing upto Rs.1,000/- cash purchase may be allowed by the sanctioning authority.
- b) For item costing Rs.1,001/- to Rs.5,000/- minimum three quotations can be obtained and on the basis of comparative statement the purchase may be effected by the sanctioning authority.
- c) In exceptional cases for items or repair charges costing less than Rs.5,000/- purchases/repair may be effected on a single tender/quotation through market survey with the approval of the Director.

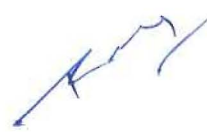
4. TERMS AND CONDITIONS OF SERVICE OF THE DIRECTOR

4.1 According to Rule 44 (E) of the Rules of the Consortium, the terms and conditions of the service of Director shall be fixed by the Governing Body and in general will be the same as those of the Vice-Chancellor of Central Universities. Accordingly, the service conditions will be as under :

4.2 PAY AND ALLOWANCES

4.2.1 The Director shall receive the same pay and allowances as admissible to a Vice-Chancellor of a Central University from time to time.

4.2.2 If the Director assumes charge after retirement, attaining the normal age of superannuation from his/her previous employment and is in receipt of pension in respect of his/her past service, then either his/her pay and allowances will be reduced by the gross amount of pension or the payment of pension be held in



abeyance during the period of tenure as Director. If he/she assumes charge after retirement from a non-pensionable post, his/her gross pension equivalent of retirement benefits will be reduced from his/her pay as Director.

4.3 ACCOMMODATION

The Director shall be entitled to have a rent free furnished residential accommodation maintained by the Consortium. If rent free accommodation is not available at the campus, he/she/she shall be provided with leased residential accommodation having the same living area to which a Central Government Officer in receipt of corresponding rate of salary is entitled. The recovery of licence fee shall also be made at the same rate as recoverable from such officer as per CPWD orders.

4.4 TRANSPORT


4.4.1 The Director shall be entitled to use vehicle with driver provided by the Consortium for official purposes.

4.4.2 He/she may also use the vehicle for commuting between residence and office to and fro for which he/she shall pay to the Consortium a monthly amount at the same rate as payable by a Vice Chancellor.

4.4.3 He may also use the vehicle for private purposes and make payment on a monthly basis as prescribed by Central University for such use of vehicles by Vice-Chancellor of such university.

4.5 PENSION AND PROVIDENT FUND SCHEMES

4.5.1 If the Director is not a superannuated officer, he/she shall be eligible to opt for General Provident Fund - Pension - Gratuity Scheme of the Consortium provided he/she was eligible for pension scheme as an employee of Central/State Government or a Central/State Autonomous Body or a Central/State University before joining the Consortium as Director. If he/she opts to join the pension scheme of Consortium, he/she shall be entitled to the benefit of combining his/her past service with the service as Director upto the



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normal age of superannuation for the purpose of pension. The benefit of combining service will be available only if the Consortium receives pension/Contributory Provident Fund liability from the previous organisation. The period of service rendered by him/her in the Consortium beyond the normal age of superannuation shall not qualify for the purpose of pension.

- 4.5.2. If the Director joins either after superannuation or superannuates during the tenure, he/she shall be entitled to join Contributory Provident Fund cum Gratuity Scheme from the date of his/her joining the post, or the date of his/her superannuation as the case may be.

4.6 LEAVE

- 4.6.1 The Director shall be entitled to leave on full pay at the rate of 30 days in a calendar year. The leave shall be credited to his/her account in advance in two half yearly installments of 15 days each on the 1st day of January and 1st day of July every year provided that if the Director assumes/relinquishes charge of the office during the currency of a half year, the leave shall be credited proportionately at the rate of 2 1/2 days for each completed month of service.
- 4.6.2 The leave at the credit of Director at the close of the previous half year shall be carried forward to the new half year, subject to the condition that the leave so carried forward plus the credit for that half year does not exceed the maximum limit of 240 days.
- 4.6.3 The Director shall also be entitled to half pay leave at the rate of 20 days for each completed year of service. This half pay leave can be availed of as commuted leave on full pay on medical certificate. When commuted leave is availed, twice the amount of half pay leave shall be deducted from half pay leave account.
- 4.6.4 The Director shall also be entitled to avail himself extra-ordinary leave without pay for a maximum period of three months during full term of five years on medical grounds or otherwise.

4.7 LEAVE ENCASHMENT

The Director shall be entitled on relinquishing the charge of his/her office to receive a sum equivalent to leave salary admissible for the number of days of leave on full pay due to him at the time of relinquishment of charge subject to a maximum of 240 days including encashment benefit availed of elsewhere.

4.8 MEDICAL BENEFITS, LEAVE TRAVEL CONCESSION, ETC.

The Director shall be entitled to all other benefits such as medical attendance and leave travel concession as admissible to other employees of the Consortium.

4.9 TRAVELLING ALLOWANCES

The Director shall be entitled to Travelling Allowance on his/her appointment as Director on the same rate as admissible to Vice-Chancellor of a Central University.

4.10 TRAVELLING ALLOWANCES ON TOUR

The Director shall be entitled to travelling allowances at such rates as may be admissible to the Vice-Chancellor of a Central University.

4.11 MOVING EXPENSES AT THE END OF TERM

On relinquishing his/her charge the Director shall be paid moving expenses for himself, his/her family and his/her household effects to any part in the country where he/she wishes to reside after his/her tenure.

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4.12 GENERAL

Service conditions and benefits for which no specific provision has been made in these above Bye-laws, the rules, regulations, orders and instructions issued by the Central Universities or Central Government from time to time as applicable to Central Government employee of equivalent grade shall apply mutatis mutandis.

5. GENERAL CONDITIONS OF EMPLOYMENT IN CONSORTIUM

5.1 WHOLE TIME SERVICE

An employee shall devote his/her whole time to the service of Consortium and shall not, without the previous permission of the Governing Body in the case of the Director or the Director in the case of others, engage directly or indirectly with any trade, business, occupation, profession or enter into any remunerative commitment or absent himself from duty without proper authorisation.

5.2 ACCEPTANCE OF TERMS OF APPOINTMENT

Every employee of the Consortium will accept in writing the terms and conditions of his/her appointment before joining.

5.3 PHYSICAL FITNESS

An employee shall provide a certificate of physical fitness from a doctor nominated by the Consortium before the appointment and may at any time be required to submit himself/herself to such medical examination, as the Director may decide, during his/her service.

5.4 PERFORMANCE OF SPECIFIED DUTIES

Each employee of the Consortium shall perform such duties as may be assigned to him/her and shall carry out the directions of the Governing Body or the Director or of any person to whose authority he/she/she be subject according to the Rules and Bye-laws of the Consortium and the standing orders/instructions of the Director.

5.5 OBSERVATION OF RULES AND REGULATION

During the period of his/her service, each employee of the Consortium shall observe the Rules of the Consortium and Bye-laws made from time to time by the Governing Body and all standing orders/instructions issued by the Director.

5.6 WORKING HOURS AND HOLIDAYS

Working hours of the employees in various categories will be decided by the Consortium from time to time. The Consortium shall observe the holidays in a calendar year as per notification of the Government of India. An employee shall observe the scheduled hours of work during which he/she/she must be present at the place of duty. Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.

5.7 WORKING ON SUNDAYS AND HOLIDAYS

The employees of the Consortium may be called upon to perform such duties as may be assigned to them by the competent authority beyond the scheduled working hours and on closed holidays and Sundays.

5.8 PERMISSION TO LEAVE STATION


An employee of the Consortium shall not leave station without seeking prior permission of the competent authority. The employee shall indicate his/her contact address before leaving the station.

5.9 UNAUTHORISED ABSENCE

Willful absence from duty not covered by grant of leave may be treated as interruption in service.

5.10 CONDUCT

5.10.1 Every employee holding a supervisory post shall take all possible steps to ensure integrity and devotion to duty of all employees under his/her control and authority.



5.10.2 Every employee shall maintain absolute integrity, and devotion to duty and do nothing which is unbecoming of an employee of the Consortium.

5.10.3 Any information obtained by an employee in the course of official work, shall not be passed on to any member of the public or a representative of the press, radio, TV or any other mode of public dissemination without the prior permission of the competent authority.

6. TERMS AND CONDITIONS OF SERVICE IN THE CONSORTIUM

6.1 APPOINTING AUTHORITY

Appointing authority for employees in the Consortium will be as follows :

- i) Posts in the grade of Rs.3700-5000 and above - Governing Body
- ii) Posts in the grade of Rs.3000-4500 and below - Director


6.2 PROCEDURE OF APPOINTMENT

6.2.1 Every appointment to be made by the Governing Body, shall be made on the recommendation of a Selection Committee to be constituted by the Governing Body. The recommendations of the Selection Committee shall be placed before the Chairman, Governing Body for approval.

6.2.2 For every appointment to be made by the Director, there shall be a Selection Committee consisting of Director or an officer nominated by him/her who shall be the Chairman of the Committee and three experts to be nominated by the Director of which at least one shall be from outside the CEC and drawing salary higher than that of the post concerned or of the rank of a Professor.

6.3 RECRUITMENT RULES

The qualifications, experience and other conditions of appointment to various posts in the Consortium shall be prescribed in the recruitment rules to be laid down by the Governing Body from time to time.



6.4 TEMPORARY APPOINTMENTS

The Director may appoint a person on a temporary basis for a period upto six months to any post for which he/she is the appointing authority. In case of posts for which the Governing Body is the appointing authority such temporary appointments may be made with the approval of the Chairman, Governing Body.

6.5 APPOINTMENT ON CONTRACT BASIS

The Director may appoint a person on contract basis with total emoluments upto an amount fixed by Governing Body from time to time.

6.6 APPOINTMENT ON DEPUTATION

The Director may appoint any person working in any other organisation on deputation for a specific period to any post for which he/she is the appointing authority. Such appointments to the posts in the grade of Rs.3700-5000 and above may be made with the approval of the Chairman, Governing Body and may be reported to the Governing Body in its following meeting, if necessary.

6.7 PERIOD OF PROBATION

The employees of the Consortium except those appointed on temporary basis or on contract for specific period shall be placed on probation for a period of one year. At the end of this period, the probation may be extended for reasons to be recorded in writing by the appointing authority provided that the total period of probation does not extend beyond two years. During the period of probation, the services of an employee may be terminated by the appointing authority without assigning any reasons after giving one month's notice or one month's pay and allowances in lieu thereof.

6.8 EMOLUMENTS AND ALLOWANCES

The Governing Body shall fix the scales of pay and allowances of the employees of the Consortium from time to time. These will, in general, follow the norms and scales of pay as prescribed by the Central Universities. Payment of dearness allowance, city compensatory allowance and house rent allowance shall normally conform to the conditions and rates prescribed by the Central Universities from time to time. The modality of payment of salaries, fixation of pay, grant of increments, etc. will be in accordance with the prevailing rules of the Central Universities in this regard.

6.9 LEAVE PROVISIONS

In general, leave can not be claimed as a matter of right. When the exigencies so demand, discretion to refuse or revoke leave of any description is reserved by the authority empowered to grant leave.

6.10. SANCTIONING AUTHORITY

Leave may be sanctioned by the Director/any other officer to whom his/her power has been delegated by the Director. The Director will be sanctioned leave by the Chairman, Governing Body except casual leave which can be availed by the Director on his/her own authority.

6.11 TYPES OF LEAVE

All of the employees of the Consortium except those appointed on adhoc basis or on contract for a specific period shall be entitled to casual leave, special casual leave, earned leave, half pay leave, commuted leave, leave not due extra-ordinary leave, study leave, maternity leave and special disability leave. The above kinds of leaves would be admissible in accordance with the rules prescribed by the Central Universities for its employees from time to time. Persons employed on adhoc basis for specific periods or on contract basis for specific periods shall be entitled to leave as per relevant orders on the subjects.

6.12 LEAVE SALARY ADVANCE AND ENCASHMENT OF LEAVE

- 6.12.1 The employees' shall be entitled to advance of leave salary as admissible to Central University employees.
- 6.12.2 All employees other than those appointed on contract for a specific period or on an adhoc basis shall be entitled to encashment of earned leave and half pay leave in the same manner and on the same terms and conditions as applicable to employees of the Central University. Employees on contract shall be entitled to encashment as per orders applicable to similar employees appointed by Central University. Adhoc employees are not entitled to the benefit of encashment of leave.
- 6.12.3 Every application for leave on medical ground shall be accompanied by a medical certificate. The submission of such a certificate shall not itself confer upon the employee any right to leave unless sanctioned by the competent authority. The said authority may, at its discretion, secure a second medical opinion and decide the case on merit. An employee who has been granted leave on medical certificate may not return to duty without producing such medical certificate of fitness as the authority who granted leave may require.

6.13 RESIGNATION

- 6.13.1 An employee on probation may resign by giving one month's notice in writing addressed to the appointing authority or by paying one month's emoluments in lieu thereof.
- 6.13.2 A permanent employee may resign by giving three months' notice in writing addressed to the appointing authority or by paying three months' emoluments in lieu thereof.
- 6.13.3 The appointing authority may if it deems proper, in any special circumstances waive the requirement of notice.
- 6.13.4 A employee shall not be relieved in case an enquiry into his/her conduct is pending, till such time as a decision on the said enquiry is taken.

6.14 TERMINATION OF SERVICE

- 6.14.1 The service of an employee may be terminated by either party giving to the other not less than three months' notice in writing to terminate it, except during the period of probation when a period of notice shall be one month.
- 6.14.2 The service of an employee may be terminated by giving a shorter notice than that specified in 6.14.1 above on payment to him a sum equivalent to the amount of his/her pay plus allowances for the period by which such notice falls short of the period specified.
- 6.14.3 The appointing authority or the authority to whom the power has been delegated may reduce or waive this period of notice in special circumstances.

6.15 SUPERANNUATION

- 6.15.1 All employees except those appointed in a temporary capacity or on contract would continue in the post till the age of superannuation, namely, 60 years in the case of technical and academic staff and 58 years in the case of non-technical staff (Administrative Staff).
- 6.15.2 The Governing Body may re-employ a superannuated person, in special circumstances, but in no case such re-employment should continue beyond the age of 65 years in the case of technical and academic staff and 62 years in case of non-technical (administrative) staff provided that the governing Body is satisfied that the services of such employees are absolutely essential for the activities of the Consortium. Such extension will not, however, be granted for more than 2 years at a time.

6.16 RETIREMENT BENEFITS

The Consortium have two schemes for its employees, namely, (i) Contributory Provident Fund-cum-Gratuity and (ii) General Provident Fund-cum-Pension-cum-Gratuity. Both the schemes will be governed by the rules laid down by the Central Universities from time to time and the instructions issued by the University Grants Commission. The employees will exercise an option to be covered by either of the two schemes at the time of joining the Consortium. The option can be revised only once during the tenure of service. The officers appointed on contract basis and re-employed pensioners will also be eligible to CPF cum gratuity scheme subject to fulfilment of conditions laid down by Central Universities in this regard.

6.17 CHILDREN EDUCATIONAL ASSISTANCE

The employees of the Consortium will be entitled to children educational allowances and reimbursement of tuition fees in accordance with the rules and rates prescribed by the Central Universities from time to time.

6.18 TRAVELLING ALLOWANCES/DAILY ALLOWANCES (TA/DA)

TA/DA to employees for official purposes will be paid as per rules laid down by the Governing Body from time to time. These rules will, in general, conform to the rules of the Central Universities.

6.19 CEC MEDICAL ATTENDANCE REGULATIONS

These regulations may be called the CEC Medical Attendance Regulations and are effective from the date of their approval by the Governing Body.

6.19.1 SCOPE AND APPLICABILITY

These regulations shall apply to all regular employees and those who are on probation, extension, re-employment including those, who are on deputation from a Government Department or autonomous body or any other public sector undertaking who opt to be governed by these regulations instead of by the rules in force in their parent organisation. These regulations are not applicable to daily wage, part-time or adhoc employees and persons appointed through contractors.

6.19.2 DEFINITIONS

Authorised Medical Attendant (AMA) means any qualified and registered medical practitioner having qualifications not below of M.B.B.S. or equivalent in other systems of medicines (such as Homeopathy, Ayurvedic and Unani).

6.19.3 SPECIALIST AND SUPER SPECIALISTS

Specialists and Super Specialists shall be medical practitioners with specialisation and expertise in the field of specific kind of category of diseases. A panel consisting of names of suitable doctors with special qualification, expertise and professional experience shall be prepared by Director indicating the fees payable to them for visit at the clinic as well as at the house of the patient. Authorised Medical Attendants will refer cases to Specialists and Super Specialists wherever they consider necessary in the interest of medical treatment of the patient.

6.19.4 FAMILY

The term family shall include employee's wife or husband, as the case be, parents, widowed/unmarried sisters, widowed daughters, minor brothers, children and step children who are wholly dependent on the employee.

6.19.5 HOSPITAL

Hospital shall include the following :

- (a) All India Institute of Medical Sciences, New Delhi
- (b) All Central/State/Local Bodies Hospitals.
- (c) All Trust Hospitals/Nursing Homes and Clinics in Delhi and New Delhi.
- (d) Any Hospital/Nursing Home/Clinic registered with Municipal Corporation, NDMC, Delhi Administration and Ministry of Health.
- (e) Any other Hospital/Nursing Home or Clinic as may specifically be approved by the Director for medical treatment of Consortium's employees.

6.19.6 MEDICAL TREATMENT COVERED BY REGULATIONS

Medical treatment for the purpose of these regulations will include treatment :

- (a) at the consulting room of an AMA, Specialist and Super Specialist
- (b) at the residence of the family
- (c) at the outpatient department of any hospital, nursing home or clinic as defined in regulation no.6.19.5 above.
- (d) as indoor patient of any hospital, nursing home or clinic as defined in regulation no.6.19.5 above.


Medical treatment means the use of all medical and surgical facilities available to private individuals at the hospital in which the patient is treated as an indoor and outdoor patient as well as supply of drugs prescribed by the Authorised Medical Attendant who considered them to be essential for the recovery or prevention of deterioration in the condition of the patient. It will also include necessary specialised attention like pathological, radiological and other methods of diagnosis, dental and ophthalmological services, maternity and surgery, etc.

6.19.7 RATES OF CONSULTATION FEE

The maximum rate of consultation fee in the case of authorised medical attendant at the clinic shall be Rs.30/- for the first visit and Rs.20/- for subsequent visits within a period of one month. For specialist and super specialist, the rates of fee will be prescribed by the Director separately after negotiation with the doctors concerned and will be reported to the Governing Body. In the case of house visit the maximum charges will be double of the normal rates. However, in the case of house visit a certificate shall be required from the doctor that house visit was necessary for the health of the patient.

6.19.8 MEDICAL REIMBURSEMENT IN CASE OF HOSPITALISATION

The reimbursement for hospitalisation in any hospital, nursing home/clinic as defined in regulation 6.19.5 will be limited to the rates fixed by All India Institute of Medical Sciences in their private wards or by the Governing Body for specific categories of treatment.



6.19.9 REIMBURSEMENT NOT PERMISSIBLE

Reimbursement of expenses in respect of preparation which are not medicine but are primarily foods, tonics, toilet preparation or disinfectants shall not be reimbursed.

In matter not covered by these regulations, the provision of Medical Attendance Rules issued by the Government of India and instructions or decisions taken thereunder shall be applicable.

6.19.10 EMPLOYEES FALLING ILL WHILE OUTSIDE DELHI

If the employee or his/her family falls ill while he/she is on duty outside Delhi or lives outside Delhi, reimbursement will be permissible for treatment obtained from the registered medical practitioners but will be restricted to the approved rates.

6.19.11 TREATMENT ABROAD

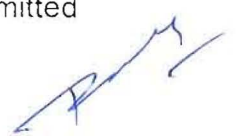
The employees going on duty outside the country will be required to take medical insurance before leaving the station, the cost of which will be borne by the Consortium.

6.19.12 MEDICAL FACILITIES AFTER RETIREMENT

The facilities will also be admissible to retired employees of the Consortium. However, the benefit will only be admissible to the employees and his/her spouse and not to any other member of family.

6.19.13 REIMBURSEMENT PROCEDURE

Reimbursement of expenses on medical treatment under these regulations will be made to the employee on preferring bills for this purpose enclosing the prescription of the AMA/hospital etc. and cash vouchers and list of medicines. In the case of hospitalisation a certificate of fitness or discharge etc. will need to be attached with the claim. The claim for reimbursement should be submitted within three months of the completion of treatment.



6.19.14 INTERPRETATION AND RELAXATION

The Director shall have power to interpret these regulations in case of doubt and his/her decision will be final. He/she may also relax the provisions of these regulations in individual cases of hardship for reasons to be recorded in writing.

6.20 FACILITY OF RESIDENTIAL ACCOMMODATION

6.20.1 SCHEME FOR PROVIDING RESIDENTIAL ACCOMMODATION TO STAFF

Leased accommodation may be provided to a limited number of employees, subject to availability of funds. The maximum monetary limit which the Consortium may provide to its employee, in different scales of pay, towards the leased accommodation and the licence fee recoverable from the employees is given in table below :

Basic Pay	Living Area (Sq.mt.)	Maximum Financial Limit (which CEC will bear) Rs.	Licence Fee (to be re- covered by CEC) Rs.
Upto 1499	26	1200	80
1500-2199	34	1500	100
2200-2799	50	2200	150
2800-3599	75	3300	190
3600-5899	106	4700	270
5900-7299	150	6700	395

The accommodation shall be provided upto 50% of the technical staff working in Consortium. In regard to the administrative staff the Director has to ensure that the facility of leased accommodation is strictly limited to 50% or less of the total strength of administrative staff. This arrangement will, however, be subject to review by the Governing Body from time to time. The financial limits will also be subject to review periodically.

6.20.2 Employees may either request Consortium to identify a house as per their requirements or may do it on their own or take help of a broker. Self leasing will not, however, be permitted. An employee will not be permitted to take a house on lease the ownership of which stands in the name of her/his spouse or close relations like parents, parent-in-laws, brother, brother-in-laws, sister, sister-in-law, etc.

6.20.3 Brokerage will be admissible upto 50% of one month's rent entitlement. This shall be allowed once in three years only. Payment shall be made directly to the agency/broker through crossed cheque only.

6.20.4 Security deposit amounting upto six months admissible rent may be paid to the house owner. In addition, an amount equal to three months rent may be given as an advance to be adjusted against the first three months' rent.

6.20.5 Lease agreement is to be executed between Consortium and the owner. The period of agreement shall be two years which can be extended by mutual consent.

6.20.6 Before executing a lease agreement, it should be ensured that the landlord produces a proof of ownership of premises to be leased out.

6.20.7 TERMINATION OF LEASE

Staff member shall give advance notice of at least 40 days before the expiry of original lease period or extended period of lease. He should obtain a certificate from the house owner that electricity and water charges have been paid upto date and that no damage has been caused to the building during the tenancy period.

6.20.8 RETENTION PERIOD OF ACCOMMODATION PROVIDED ON LEASE BY THE CONSORTIUM

A lessee or his/her dependents can retain the accommodation provided by the Consortium after the tenure/retirement/resignation/death for a specified period as per details given below:

EVENT	PERIOD OF RETENTION	RATE OF RECOVERY OF LICENCE FEE
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(i)(a)	Completion of tenure either on deputation/ contract or otherwise or	4 months	Normal rate upto 2 months. Double the normal rate for the next 2 months
(b)	Retirement from Service		
ii.	Resignation from service after obtaining no objection from Consortium	3 months	Normal rate for 1 month after resignation. Double the normal rate for the next 2 months.
iii(a)	Resignation from service without applying through proper channel and no objection from Consortium	1 month	Normal Rate
(b)	Dismissal, termination or removal from service or unauthorised absence without permission.	1 month	Normal Rate
iv.	Death while in service	4 months	Normal rate for 2 months and double the normal rate for next 2 months.

6.21 LOANS AND OTHER MISCELLANEOUS BENEFITS

6.21.1 HOUSE BUILDING ADVANCE

The employees of the Consortium may be given House Building Advances within the provision made in the budget each year as per rules and conditions laid down by the Governing Body from time to time. An employee who has completed 10 years of service including previous Government/University service shall be eligible for a House Building Advance subject to the availability of funds. The rules and conditions for House Building Advance will be framed by the Governing Body.

6.21.2 LOAN FOR PURCHASE OF CONVEYANCE

The Consortium will follow the rules applicable to the employees as applicable to employees of Central Universities.

6.21.3 OTHER LOANS

Other loans will be payable to the employees of the Consortium according to the rules laid down by the Governing Body. These rules will in general be based on similar rules of the Central Universities.

6.21.4 ADHOC BONUS

Adhoc bonus will be paid as per the guidelines and orders issued by the Central Universities from time to time.

6.21.5 LEAVE TRAVEL CONCESSION

Employees will be entitled to this benefit as per the rules framed by the Central Universities from time to time.

6.21.6 Other benefits for which no specific provision has been made in the Bye-laws, the rules, regulations, orders and instructions issued by the UGC or Central Government from time to time as applicable to Central Government employees shall apply mutatis mutandis.

7. DISCIPLINARY ACTION/PROCEEDINGS

7.1 DISCIPLINARY AUTHORITY

The appointing authority of an employee shall be the disciplinary authority competent to take disciplinary action against the employee for misconduct, misbehaviour or breach of the terms and conditions of appointment.

7.2 PENALTIES

The penalties will be imposed on an employee as per Government of India Rules on the subject.

7.3 APPELLATE AUTHORITY

An employee could prefer an appeal to the Governing Body, referred to hereinafter as the Appellate Authority against an order of penalty imposed upon him by the disciplinary authority.

7.4 APPEAL

The appeal should fulfil the following requirements :

- (a) It should be concise and not have any unparliamentary language.
- (b) It should specify the nature of relief which is being sought.
- (c) It should be submitted to the Appellate Authority within a period of 3 months from the date on which the appellant has received a copy of the order appealed against.

The appeal may be submitted, directly to the Appellate Authority and a copy may also be endorsed to the authority who has passed the order so that it can be forwarded with complete records and comments thereon to the Appellate Authority. The Disciplinary Authority has no power to withhold the appeal on any ground whatsoever.

7.5 CONSIDERATION OF APPEAL

The Appellate Authority would consider the following points in regard to the appeal:

- i) Whether the procedure laid down in the rules has been complied with and if not whether such non-compliance has resulted in failure of the provisions of the Constitution/ in failure of justice;
- ii) Whether the findings of the Disciplinary Authority are warranted in the circumstances of the case and
- iii) Whether the penalty imposed is adequate, inadequate or severe.

Thereafter the Appellate Authority is required to pass a speaking order either setting aside, reducing or enhancing the penalty. The Appellate Authority shall not impose any enhanced penalty unless the appellant is given 60 days for making a representation against such a proposal.

The Disciplinary Authority shall immediately implement the orders of the Appellate Authority notwithstanding anything contained in service regulations.

7.6 APPEAL ON ORDER OF APPELLATE AUTHORITY

There shall not be further appeal against any order made by the Appellate Authority.

The Appellate Authority either of its own motion or otherwise call for the records of the case in a disciplinary proceeding at any time within six months of the issue of the orders, review such orders and pass such orders as it deems fit.

7.7 SUSPENSION

The Appointing Authority may suspend any employee pending final disciplinary action against him/her. Suspension shall not be treated as punishment. The employee shall be placed under suspension in the following circumstances:

- (a) Where disciplinary proceedings against him/her is contemplated or is pending.
- (b) Where a case against him in respect of criminal offense is under investigation/enquiry or trial.
- (c) Where in the opinion of the Appointing Authority, he/she has engaged himself/herself in activities prejudicial to the interest of the security of the state.

7.8 DEEMED SUSPENSION

7.8.1 An employee shall be deemed to have been placed under suspension by an order of Appointing Authority:

- (a) with effect from the date of his/her detention, if he/she is detained in custody whether on a criminal charge or otherwise for a period exceeding 48 hours.
- (b) with effect from the date of his/her conviction, if in the event of a conviction he/she is sentenced to a term of imprisonment exceeding 48 hours and is not forthwith dismissed, retired or compulsorily retired on such conviction.

7.8.2 The order of suspension made or deemed to have been made shall continue to remain in force till it is modified or revoked by the authority which made it or is deemed to have made it.

7.9 REINSTATEMENT

7.9.1 CIRCUMSTANCES OF REINSTATEMENT

The employee shall be reinstated in the following circumstances after suspension, compulsorily retirement/removal/ dismissal:

- (a) if detention in police custody ends in release without prosecution, (deemed suspension cases)
- (b) when under suspension pending departmental proceeding, on the withdrawal of proceedings or on the award of penalty other than compulsorily retirement/removal or dismissal.
- (c) when under suspension pending criminal proceedings, if acquitted by a court of law.
- (d) on setting aside of the order of compulsorily retirement/removal or dismissal by the court of law or by the appellate/reviewing authority.

7.10 PAY AND ALLOWANCES AS ADMISSIBLE ON REINSTATEMENT:

Full pay and allowances are admissible if an employee is reinstated after he/she is full exonerated of the charges against him/her by a court of law/appellate authority etc. In case where the employee is not fully exonerated proportionate pay and allowances prescribed by the competent authority shall be given.

7.11 GENERAL

In all exigencies which are not covered by these rules, the rules prescribed by Central Universities shall apply and where such rules for Central University are not available, the rules prescribed by the Government of India for its employees shall be applicable.