



हरियाणा केंद्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF HARYANA
NAAC ACCREDITED 'A' GRADE UNIVERSITY

MINUTES

63rd Meeting of the Executive Council

Dated: 30-05-2025 (11:30 AM)

The 63rd meeting of the Executive Council of the Central University of Haryana was held on Friday, May 30, 2025 at 11:30 AM in the Central University of Haryana, Mahendergarh.

The following members attended the meeting:

- | | | |
|---|---|--------------------------------------|
| 1. Prof. (Dr.) Tankeshwar Kumar | - | Chairman |
| 2. Prof. Pawan Kumar Sharma | - | Member |
| 3. Prof. R.K. Gupta | - | Member (Joined via Video Conference) |
| 4. Prof. (Mrs.) Viney Kapoor Mehra | - | Member |
| 5. Prof. B. B. Goel | - | Member (Joined via Video Conference) |
| 6. Prof. Pardeep Kumar | - | Member |
| 7. Prof. Mukhtiar Singh | - | Member (Joined via Video Conference) |
| 8. Prof. Tahir Hussain | - | Member |
| 9. Prof. Ranjan Aneja | - | Member |
| 10. Prof. Rajesh Kumar Gupta | - | Member |
| 11. Prof. Payal Kanwar Chandel | - | Member |
| 12. Prof. Nandkishor | - | Member |
| 13. Prof. (Dr.) Suneel Kumar, Registrar (I/C) | - | Secretary |

The following members could not attend the meeting due to prior preoccupations: -

- | | | |
|-------------------------------------|---|--------|
| 1. Secretary, Higher Education, MoE | - | Member |
| 2. Prof. Sat Prakash Bansal | - | Member |
| 3. Prof. Dinesh Kumar Gupta | - | Member |

At the outset, the Vice-Chancellor welcomed all members of the Executive Council. The Vice-Chancellor apprised the members of the Council that the 62nd meeting of the EC, held on 02-05-2025, was convened without soliciting items from the branches, in order to comply with the directions of the Hon'ble High Court. However, some of the branches after knowing about the meeting of the EC, sent the items pertaining to their concerned branch. The same was included in the supplementary Agenda of 62nd meeting.

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Thereafter, the Vice-Chancellor briefed the Council members about the progress of the ongoing construction works in the University and also apprised the Council members about the signing of the agreement with NBCC (India) Limited & MoU with Chaudhary Charan Singh Haryana Agricultural University, Hisar, Haryana.

Thereafter, the Agenda Items were taken up.

Item No.	DESCRIPTION
63.1	Confirmation of the Minutes of the 62nd meeting of the Executive Council held on 02.05.2025. Note: Draft Minutes of the 62nd meeting were circulated to all the esteemed members of the Council for any comments/observations (If any), through email dated 05-05-2025. Since no comments were received from any member, the minutes were finalised accordingly. The approved minutes were circulated to all the esteemed members of the Council for information vide email dated 07-05-2025. <u>Resolution Passed:</u> The Minutes of the 62nd meeting of the Executive Council were confirmed.
63.2	To report, record and confirm the actions taken on the resolution of the 62nd meeting of the Executive Council held on 02.05.2025. (Annexure-I, Page-11 to 49) <u>Resolution Passed:</u> The Council members suggested to incorporate the following in the Action Taken Report of Item No-11 of the 62nd meeting: <i>The minutes of the 62nd meeting were provided to all concerned parties i.e. to Dr. Monika and Dr. D.P.S. Punia and also to Dr. Pardeep Singh vide email dated 16-05-2025.</i> The revised actions taken on the resolution of the 62nd meeting of the Executive Council, held on 02.05.2025, were reported, recorded and confirmed.
Items for Consideration	
63.3	To consider the Legal opinion obtained from the Hon'ble Judge (Retd.), Punjab and Haryana High Court Judge, as per the directions of the Executive Council vide Resolution No-11 of its 62nd meeting held on 02-05-2025. (Annexure-II, Page-50 to 56) <u>Resolution Passed:</u> The Council accepted the Legal Opinion. Opportunity be given to Dr. Monika and Dr. D.P.S. Punia by giving notice to defend their cases for recovery of the salary paid to them after their appointment as Associate Professor at Central University of Haryana.
63.4	This is with reference to the 57th meeting of the Executive Council, which was scheduled to be held on 04-07-2024. The agenda papers, alongwith annexures, were circulated to all the esteemed members via email dated 27-06-2024. However, the meeting was subsequently postponed. The Vice-Chancellor has taken action on Items No- 6, 7, 9, 10 & 13 listed in the Agenda of the postponed 57th meeting using the authority vested in the Vice-Chancellor under Section-11(3) of the Central Universities Act, 2009.

	The Vice-Chancellor approved to issue chargesheet to Prof. Rajesh Kumar Malik, a Professor in the Department of Law of the University. The Copy of the chargesheet issued to Prof. Rajesh Kumar Malik is attached at Annexure-III, Page-57 to 71, for reporting to the Executive Council. The matter could not be reported in the 62nd meeting, as the meeting was convened without soliciting items from the branches, in order to comply with the directions of the Hon'ble High Court before 15th May, 2025. <u>Resolution Passed:</u> Noted.
63.5	To consider the Legal Opinion rendered by Mr. Puneet Gupta, Advocate on the request of Prof. Pawan Kumar Sharma, Pro-Vice-Chancellor regarding withdrawal of his resignation from the post of Professor, Department of Chemistry, CUH. (Annexure-IV, Page-72 to 77) <u>Resolution Passed:</u> Approved the withdrawal of his resignation. Note: Prof. Pawan Kumar Sharma recused himself from the meeting of the Council during the course of this particular Agenda Item.
63.6	To consider the confirmation of services of Prof. Rajeev Kumar Singh, Professor, Department of Political Science, CUH w.e.f. 22.12.2023 (DoJ: 22-12-2022). <u>Resolution Passed:</u> After detailed deliberations, the Council members resolved to defer the item and suggested obtaining legal opinion on the matter.
63.7	To consider the recommendation of the committee, constituted by the Competent Authority to explore the possibilities to implement the promotion scheme of the DoPT for the Drivers of the University. (Annexure-V, Page-78 to 81) <u>Resolution Passed:</u> The Council resolved to adopt the promotion scheme of the DoPT for the Drivers of the University, as recommended by the Committee. It was further resolved that the same has to be incorporated in the Cadre Recruitment Rules of the University before implementation. The University should explore adoption of UGC Model CRR.
63.8	To consider the scheme for Compassionate Appointment prepared/recommended by the Committee constituted for the purpose in compliance of Resolution No-11 of the 55th meeting of the Executive Council of the University. (Annexure-VI, Page-82 to 105) <u>Resolution No-11 of the 55th meeting of the EC dated 25-01-2024:</u> <i>The Council accept the background note and approve the agenda item in principle. The Council recommend to prepare regulations for the University and submit the draft regulations for consideration of the Executive Council.</i> <u>Resolution Passed:</u> Approved. The Council members also suggested that the <i>Group Insurance Scheme</i> and <i>Employees' Welfare Fund</i> be made operational to further support the welfare of the employees. <i>SKumar</i>

63.9 To consider the proposal for the creation of the following two posts for the Legal Cell of the University:

S.No.	Name/Designation of Post	No. of Posts Required	Group	Pay Level of the post in Pay Matrix (7 th CPC)
1.	Law Officer	01 (One)	A	Pay Level-10 (₹ 56,100 - ₹ 1,77,500)
2.	Legal Assistant	01 (One)	B	Pay Level-6 (₹ 35,400 - ₹ 1,12,400)

Justification for the Proposal:

A. Need for Sanctioning the Posts:

- i. **Increasing Legal Obligations:** With the University's rapid growth, the number of legal issues have been increased significantly. Currently, the university is facing the challenges. Over 37 Court Cases are currently pending in various Courts and Tribunals and there is frequent receipt of Legal Notices and RTI appeals requiring prompt legal review. There is requirement of regular vetting of MoUs, Contracts, Agreements and University policies to align with National Legal Frameworks.
- ii. **Compliance with Statutory Mandates:** The University is bound to comply with various Acts and Regulations, including the RTI Act, UGC Regulations/Norms, Anti-Ragging Laws, and Service-related rules etc.

B. Cost Effectiveness:

The creation of these posts will significantly reduce recurring legal costs and enhance efficiency.

C. Proposed Roles and Responsibilities:

S.No.	Name/Designation	Roles and Responsibilities
1.	Law Officer	i. To Assist the Counsel/Advocates in all legal proceedings and to assist in dispute resolution. ii. Draft, vet, and finalize all legal documents, contracts, and agreements. iii. Provide legal opinions on statutory obligations and university ordinances. iv. Ensure compliance with government regulations and liaise with regulatory bodies
2.	Legal Assistant	i. Assist the Law Officer in preparing affidavits, replies, and case documents. ii. Maintain case records and oversee legal correspondence. iii. Support administrative units in legal documentation and procedures.

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D. Financial Implications:

S.No.	Post	Pay Level	Approximate Annual Financial Implication
1	Law Officer	Pay Level-10 (₹ 56,100 - ₹ 1,77,500)	₹ 12,00,000 /-
2	Legal Assistant	Pay Level-6 (₹ 35,400 - ₹ 1,12,400)	₹ 7,00,000 /-

This financial outlay is a prudent investment considering the long-term savings on external legal expenses and the mitigation of risks associated with delayed legal actions.

E. Benefits to the Institution:

Timely resolution of legal issues, thereby safeguarding the University's reputation Enhanced compliance with legal and statutory requirements. Improved internal efficiency by reducing dependency on external counsel

Resolution Passed:

Approved to forward to Finance Committee/UGC.

- 63.10 To reconsider the recommendations of the Committee constituted to consider the matter regarding counting of Post-Doctoral Research experience as Past-Service under CAS based promotions.
(Annexure-VII, Page-106 to 108)

Note: The Item was placed before the Executive Council in its 59th meeting held on 07-01-2025 (Item No-10). The Executive Council passed the following resolution:

"The Council deferred the item subject to the final outcome of the latest UGC Regulations 2025 and comparison with Central University of Punjab and Rajasthan be made. It may be approved through circulation, if required."

Resolution Passed:

Deferred.

Recommendation of the Finance Committee made in its 40th meeting held on 27-02-2025

- 63.11 To consider the following recommendations made by the Finance Committee in its 40th meeting held on 27-02-2025:
(Annexure-VIII, Page-109 to 116)

Item No.5: To consider the recommendation of the Committee for establishment of the University Computer Centre and sanctioning of various posts. Resolution No. 38.10 passed in the 38th meeting of the Academic Council is attached.

Resolution:

Resolved and recommended to be placed in the next meeting of the Executive Council. Then a detailed proposal should be sent to Ministry of Education through UGC.

Resolution Passed:

Approved.

Skumar

REPORTING ITEMS

63.12 To report the action taken by the Vice-Chancellor in approving the confirmation of services of the following teachers of the University w.e.f. the date mentioned against each:

(Annexure-IX, Page-117 to 121)

Sr. No.	Name	Designation	Department	Date of Joining	AN/ FN	Date of Confirmation of Services
1	Dr. Pavitra Kumari	Assistant Professor	Statistics	05-01-2024	AN	06-01-2025
2	Dr. Anoop Kumar	Assistant Professor	Statistics	10-01-2024	FN	10-01-2025
3	Dr. Ajay Kumar	Assistant Professor	Teacher Education (Pedagogy of Physical Sciences)	19-02-2024	FN	19-02-2025
4	Dr. Mahendar Kakkerla	Assistant Professor	Teacher Education (Pedagogy of Mathematics)	19-02-2024	AN	20-02-2025
5	Dr. Kiran Rani	Assistant Professor	Teacher Education (Education)	06-03-2024	FN	06-03-2025
6	Dr. Chandvir	Assistant Professor	Teacher Education (Education)	06-03-2024	FN	06-03-2025
7	Dr. Neha Bishnoi	Assistant Professor	Teacher Education (Education)	06-03-2024	AN	07-03-2025
8	Dr. Ritu Bala	Assistant Professor	Teacher Education (Pedagogy of Mathematics)	10-04-2024	FN	10-04-2025
9	Prof. Bir Pal Singh Yadav	Professor	Hindi	23-11-2022	FN	22-11-2024

Resolution Passed:

Noted.

63.13 To report, record and confirm the action taken by the Vice-Chancellor in approving the recommendations of the Screening-Cum Evaluation Committee /Selection Committees, in promoting the following faculty members under Career Advancement Scheme (CAS) as per UGC Regulations on Minimum Qualifications for Appointment of Teachers and Other Academic Staff in Universities and Colleges and Other Measures for The Maintenance of Standards in Higher Education, 2018 as per the details given below:

A. Assistant Professor (Academic Level-10) to Assistant Professor (Academic Level-11):

Sr. No.	Name of the teacher	Department	Date of meeting of screening-cum evaluation committee	Date of Eligibility (w.e.f)
1.	Dr. Bhushan Singh	Commerce	17.04.2025	18.07.2022
2.	Dr. Amit Kumar	Applied Science and Humanities	17.04.2025	28.01.2020
3.	Dr. Sandeep Boora	Printing & Packaging Technology	13.05.2025	28.08.2024

B. Assistant Professor (Academic Level-11) to Assistant Professor (Academic Level-12):

Sr. No.	Name of the teacher	Department	Date of meeting of screening-cum evaluation committee	Date of Eligibility (w.e.f)
1.	Dr. Rashmi Tanwar	Economics	17.04.2025	27.12.2024
2.	Dr. Azaj Ansari	Chemistry	17.04.2025	21.03.2025

S. Kumar

3.	Dr. Manoj Kumar Gupta	Chemistry	17.04.2025	12.02.2025
4.	Dr. Reema Gill	Sociology	17.04.2025	01.03.2025
5.	Dr. Anita Kumari	Nutrition Biology	13.05.2025	11.02.2025
6.	Dr. Inderjeet Kaur	Biotechnology	13.05.2025	30.01.2025
7.	Dr. Jitendra Kumar Saini	Microbiology	13.05.2025	01.03.2025
8.	Dr. Avijit Pramanik	Microbiology	13.05.2025	15.02.2025
9.	Dr. Vinod Yadav	Microbiology	13.05.2025	16.02.2025
10.	Dr. Puja Yadav	Microbiology	13.05.2025	15.02.2025

C. Assistant Professor (Academic Level-12) to Associate Professor (Academic Level-13A)

Sr. No.	Name of the teacher	Department	Date of Meeting of the Selection Committee	Date of Eligibility (w.e.f)
1.	Dr. Samiksha Godara	Law	26.04.2025	19.11.2023

Resolution Passed:

Noted.

- 63.14 To report, record and confirm the action taken by the Vice-Chancellor in approving the following recommendations of the Selection Committees for appointment to various teaching posts on regular basis in the University:

Sr. No.	Department	Post	Date of Meeting of Selection Committee	Category	No. of Posts	Name of Selected Candidates	Name of Candidates in Waiting
1.	Political Science	Associate Professor	12.03.2025	UR	01	Mukesh Kumar Mishra (Subject to final Outcome of CWP-4242 of 2025 titled Dr. Pawan Kumar versus Central University of Haryana and Others)	1. Shreesh Kumar Pathak 2. Sanjay Sharma
2.	Tourism and Hotel Management	Associate Professor	30.04.2025	OBC	01	Lokesh Kumar Kanakanam Neeli	1. Abilash Rajasekaran
3.	Journalism and Mass Communication	Associate Professor	30.04.2025	EWS/UR	01	Amita	1. Sunil Kumar Mishra 2. Neeraj Karan Singh

Resolution Passed:

Noted.

Skumar

63.15	To note the joining of the following teachers on regular basis in the University:																												
	<table><tr><th>Sr. No.</th><th>Name</th><th>Designation</th><th>Department</th><th>Category</th><th>DOJ</th><th>FN/AN</th></tr><tr><td>1.</td><td>Dr. Mukesh Kumar Mishra (T-258)</td><td>Associate Professor</td><td>Political Science</td><td>UR</td><td>05.05.2025</td><td>FN</td></tr><tr><td>2.</td><td>Dr. Pawan Singh (T-259)</td><td>Associate Professor</td><td>Computer Science and Information Technology</td><td>SC</td><td>08.05.2025</td><td>FN</td></tr><tr><td>3.</td><td>Dr. Amita (T-260)</td><td>Associate Professor</td><td>Journalism and Mass Communication</td><td>UR</td><td>21.05.2025</td><td>FN</td></tr></table>	Sr. No.	Name	Designation	Department	Category	DOJ	FN/AN	1.	Dr. Mukesh Kumar Mishra (T-258)	Associate Professor	Political Science	UR	05.05.2025	FN	2.	Dr. Pawan Singh (T-259)	Associate Professor	Computer Science and Information Technology	SC	08.05.2025	FN	3.	Dr. Amita (T-260)	Associate Professor	Journalism and Mass Communication	UR	21.05.2025	FN
Sr. No.	Name	Designation	Department	Category	DOJ	FN/AN																							
1.	Dr. Mukesh Kumar Mishra (T-258)	Associate Professor	Political Science	UR	05.05.2025	FN																							
2.	Dr. Pawan Singh (T-259)	Associate Professor	Computer Science and Information Technology	SC	08.05.2025	FN																							
3.	Dr. Amita (T-260)	Associate Professor	Journalism and Mass Communication	UR	21.05.2025	FN																							
	<u>Resolution Passed:</u>																												
	Noted.																												
63.16	To report, record and confirm the action taken by the Vice-Chancellor, in approving the Extra work allowance to the teacher assigned with additional charge of Chief Security Officer and Deputy Chief Security Officer at a Uniform rate of 2% of the basic per month for a maximum period of one-year w.e.f. date of issue of the Officer Order: (Annexure-X, Page-122)																												
	<table><tr><th>Sr. No</th><th>Name of Employee</th><th>Emp. ID</th><th>Addition Charge</th></tr><tr><td>1</td><td>Prof. Manoj Singh</td><td>T-93</td><td>Chief Security Officer</td></tr><tr><td>2</td><td>Dr. Indu Bala</td><td>T-236</td><td>Deputy Chief Security Officer</td></tr><tr><td>3</td><td>Dr. Sumit</td><td>T-170</td><td>Deputy Chief Security Officer</td></tr></table>	Sr. No	Name of Employee	Emp. ID	Addition Charge	1	Prof. Manoj Singh	T-93	Chief Security Officer	2	Dr. Indu Bala	T-236	Deputy Chief Security Officer	3	Dr. Sumit	T-170	Deputy Chief Security Officer												
Sr. No	Name of Employee	Emp. ID	Addition Charge																										
1	Prof. Manoj Singh	T-93	Chief Security Officer																										
2	Dr. Indu Bala	T-236	Deputy Chief Security Officer																										
3	Dr. Sumit	T-170	Deputy Chief Security Officer																										
	<u>Resolution Passed:</u>																												
	Noted and resolved that the same be forwarded to the Finance Committee of the University.																												
63.17	To report the action taken by the Vice-Chancellor, regarding confirmation of services of the following employee w.e.f. the date mentioned against each: (Annexure-XI, Page-123)																												
	<table><tr><th>Sr. No.</th><th>Name of Employee</th><th>Designation</th><th>Date of Confirmation</th></tr><tr><td>1</td><td>Sh. Rajesh Bansal</td><td>Assistant</td><td>03.08.2024</td></tr><tr><td>2</td><td>Sh. Basar Singh</td><td>Assistant</td><td>03.08.2024</td></tr><tr><td>3</td><td>Sh. Pradeep Jakhar</td><td>Assistant</td><td>03.08.2024</td></tr><tr><td>4</td><td>Sh. Dinesh Singh Chauhan</td><td>Assistant</td><td>18.08.2024</td></tr><tr><td>5</td><td>Sh. Harsh Kumar</td><td>Assistant</td><td>13.02.2025</td></tr></table>	Sr. No.	Name of Employee	Designation	Date of Confirmation	1	Sh. Rajesh Bansal	Assistant	03.08.2024	2	Sh. Basar Singh	Assistant	03.08.2024	3	Sh. Pradeep Jakhar	Assistant	03.08.2024	4	Sh. Dinesh Singh Chauhan	Assistant	18.08.2024	5	Sh. Harsh Kumar	Assistant	13.02.2025				
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4	Sh. Dinesh Singh Chauhan	Assistant	18.08.2024																										
5	Sh. Harsh Kumar	Assistant	13.02.2025																										
	<u>Resolution Passed:</u>																												
	Noted.																												
63.18	To note the purchase of new AC Bus, duly approved by the Executive Council (R.No-24 of its 55 th meeting dated 25-01-2024) and Finance Committee (R.No-9 of its 38 th meeting dated 01-07-2024). The Bus has been procured through GeM and the same has been put in service w.e.f. 22-04-2025.																												
	<u>Resolution Passed:</u>																												
	Noted.																												

SKumar

63.19 To report the joining of the following Non-Teaching employee to the post as mentioned against each.

Sr. No.	Name	Designation	Date of Joining
1	Smt. Parul Yadav	Deputy Registrar	20-05-2025 (FN)

Resolution Passed:

Noted. Agenda Item No. 63.29 was taken before taking up Item 63.19.

Supplementary Agenda Items

63.20 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and Maharshi Dayanand Saraswati University, Ajmer. (Annexure-S1, Page-124 to 128)

Resolution Passed:

Noted.

63.21 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and National Forensic Sciences University (NFSU), Gandhinagar. (Annexure-S2, Page-129 to 131)

Resolution Passed:

Noted.

63.22 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and Haryana Knowledge Corporation Limited (HKCL), Panchkula. (Annexure-S3, Page-132 to 140)

Resolution Passed:

Noted.

63.23 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and Telecommunications Consultants India Limited (TCIL), New Delhi. (Annexure-S4, Page-141 to 160)

Resolution Passed:

Noted.

63.24 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and Offset Printer's Association (OPA), Ludhiana. (Annexure-S5, Page-161 to 166)

Resolution Passed:

Noted.

63.25 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and Nakhon Ratchasima Rajabhat University (NRRU), Thailand. (Annexure-S6, Page-167 to 174)

Resolution Passed:

Noted.

63.26 To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and Indian Institute of Packaging (IIP), Delhi. (Annexure-S7, Page-175 to 183)

Resolution Passed:

Noted.

SKumar

63.27	To Report and Record the Signing of Memorandum of Understanding between Central University of Haryana and UltraTech Cement. (Annexure-S8, Page-184 to 188) <u>Resolution Passed:</u> Noted.																												
63.28	To Report and Record the Signing of agreement between Central University of Haryana and NBCC (India) Limited. (Annexure-S9, Page-189 to 293) <u>Resolution Passed:</u> Noted.																												
63.29	To report, record and confirm the action taken by the Vice-Chancellor in approving the following recommendations of the Selection Committees for appointment to the following posts on regular basis in the University: <table><tr><th>Sr. No.</th><th>Date of Meeting of Selection Committee</th><th>Post</th><th>Category</th><th>No. of Posts</th><th>Name of Selected Candidates</th><th>Name of candidate in waiting list</th></tr><tr><td>1.</td><td>11.03.2025</td><td>Deputy Registrar</td><td>UR</td><td>01</td><td>Sh. Radhe Shyam Singh</td><td>Sh. Sunder Lal Sharma</td></tr><tr><td>2.</td><td>11.03.2025</td><td>Deputy Registrar</td><td>OBC</td><td>01</td><td>Smt. Parul Yadav</td><td>Smt. Rekha</td></tr><tr><td>3.</td><td>11.02.2025</td><td>System Analyst</td><td>UR</td><td>01</td><td>Sh. Amit Kumar</td><td>Sh. Sumit Kumar</td></tr></table> <u>Resolution Passed:</u> Noted. This item was taken up before Item No-63.19.	Sr. No.	Date of Meeting of Selection Committee	Post	Category	No. of Posts	Name of Selected Candidates	Name of candidate in waiting list	1.	11.03.2025	Deputy Registrar	UR	01	Sh. Radhe Shyam Singh	Sh. Sunder Lal Sharma	2.	11.03.2025	Deputy Registrar	OBC	01	Smt. Parul Yadav	Smt. Rekha	3.	11.02.2025	System Analyst	UR	01	Sh. Amit Kumar	Sh. Sumit Kumar
Sr. No.	Date of Meeting of Selection Committee	Post	Category	No. of Posts	Name of Selected Candidates	Name of candidate in waiting list																							
1.	11.03.2025	Deputy Registrar	UR	01	Sh. Radhe Shyam Singh	Sh. Sunder Lal Sharma																							
2.	11.03.2025	Deputy Registrar	OBC	01	Smt. Parul Yadav	Smt. Rekha																							
3.	11.02.2025	System Analyst	UR	01	Sh. Amit Kumar	Sh. Sumit Kumar																							
Any Other Item with the permission of the Chair																													
63.30	The Council members were apprised that it has been observed that court cases are being filed against the Statutory Officers of the University by name due to the decisions taken by them in their official capacity. Since the term of the Statutory Officers, Executive Council members and Vice-Chancellor is term based, it can have a long term financial implications on the concerned officer. In this connection, the Council members unanimously resolved that in such cases, where the Vice-Chancellor, Statutory Officers or the Executive Council members having completed the term or retired from the services of the University, the University shall bear/reimburse the expenses incurred on hiring of his/her Legal Counsel by the concerned Officer and other expenses like travel etc. The meeting ended with a vote of thanks to the Chair.																												

T. Kumar
9/6/25
VICE-CHANCELLOR
(Chairperson)

S. Kumar
9/6/2025
REGISTRAR
(Secretary)

ACTION TAKEN REPORT

62nd Meeting of the Executive Council

Dated: 02/05/2025 at 11:30 AM

Item No.	DESCRIPTION	Action Taken
1.	Confirmation of the Minutes of the 59th meeting of the Executive Council held on 07.01.2025. Note: Draft Minutes of the 59th meeting were circulated to all the esteemed members of the Council for any comments/observations (If any), through email dated 13-01-2025. Since no comments were received from any member, the minutes were finalised accordingly. The approved minutes were circulated to all the esteemed members of the Council for information vide email dated 20-01-2025. <u>Resolution Passed:</u> The Minutes of the 59th meeting of the Executive Council were confirmed.	No action required
2.	To report, record and confirm the actions taken on the resolution of the 59th meeting of the Executive Council held on 07.01.2025. (Annexure-I, Page-19 to 45) <u>Resolution Passed:</u> The actions taken on the resolution of the 59th meeting of the Executive Council held on 07.01.2025, were reported, recorded and confirmed.	No action required
3.	To note the reporting of the Items covered under Agenda Item No-64 of the 59th meeting held on 07-01-2025, circulated and approved vide email dated 15-03-2025. (Annexure-II, Page-46 to 63) <u>Resolution Passed:</u> Noted.	No action required
4.	Confirmation of the Minutes of the 60th meeting of the Executive Council (Through Circulation) dated 28-01-2025. Note: The Agenda Item was circulated to all the members for consideration and approval through circulation vide email dated 28-01-2025. The same as approved by the members and the approved Minutes are attached at Annexure-III, Page-64 to 65. <u>Resolution Passed:</u> The Minutes of the 60th meeting of the Executive Council were confirmed.	No action required
5.	To report, record and confirm the actions taken on the resolution of the 60th meeting of the Executive Council (Through Circulation) dated 28-01-2025. (Annexure-IV, Page-66 to 67) <u>Resolution Passed:</u>	No action required

	The actions taken on the resolution of the 60 th meeting of the Executive Council (Through Circulation) dated 28-01-2025, were reported, recorded and confirmed.	
6.	Confirmation of the Minutes of the 61st (Emergent) meeting of the Executive Council held on 25-03-2025. Note: Minutes of the 61st (Emergent) meeting were circulated to all the esteemed members of the Council, through email dated 26-03-2025. <u>Resolution Passed:</u> The Minutes of the 61st (Emergent) meeting of the Executive Council were confirmed.	No action required
7.	To report, record and confirm the actions taken on the resolution of the 61st (Emergent) meeting of the Executive Council held on 25-03-2025. (Annexure-V, Page-68) <u>Resolution Passed:</u> The actions taken on the resolution of the 61st (Emergent) meeting of the Executive Council held on 25-03-2025, were reported, recorded and confirmed.	No action required
8.	To note the approval of the Executive Council, through circulation vide email dated 05-04-2025, regarding appointment of Prof. Pawan Kumar Sharma, retired from Department of Chemistry, Kurukshetra University, Kurukshetra as Pro-Vice-Chancellor of the University. (Annexure-VI, Page-69) <u>Resolution Passed:</u> Noted. The Council members congratulated Prof. Pawan Kumar Sharma for his appointment as Pro-Vice-Chancellor of the University. Note: Prof. Pawan Kumar Sharma recused himself from the meeting of the Council during the course of this particular Agenda Item.	No action required
9.	To report, record and confirm the actions taken on the approval of the Executive Council, through circulation vide email dated 05-04-2025, regarding appointment of Prof. Pawan Kumar Sharma, retired from Department of Chemistry, Kurukshetra University, Kurukshetra as Pro-Vice-Chancellor of the University. (Annexure-VII, Page-70) <u>Resolution Passed:</u> The action taken on the approval of the Executive Council, through circulation vide email dated 05-04-2025, regarding appointment of Prof. Pawan Kumar Sharma, retired from Department of Chemistry, Kurukshetra University, Kurukshetra as Pro-Vice-Chancellor of the University, was reported, recorded and confirmed. Note: Prof. Pawan Kumar Sharma recused himself from the meeting of the Council during the course of this particular Agenda Item.	No action required

10.	To recommend a fresh panel of persons (not less than three persons) of eminence in the academic or public life of the country for submission to the Visitor of the University, for appointment of the Chancellor of the University, for a period of five years, as per the provisions of Statute 1(1). (Annexure-VIII, Page-71 to 72) <u>Resolution Passed:</u> The Executive Council authorized the Vice-Chancellor to nominate panel of persons (not less than three persons) of eminence in the academic or public life of the country for submission to the Visitor of the University, for appointment of the Chancellor of the University.	Under process
11.	To consider the reply of the Show Cause Notices issued to Dr. Monika & Dr. D.P.S. Punia and to provide hearing opportunity. Office Note: Dr. Monika Malik was appointed to the post of Associate Professor in the Department of Law, Central University of Haryana in the year 2019. However, her appointment was challenged at Hon'ble High Court of Punjab & Haryana, Chandigarh by one of the candidates for the same post in CWP 36042 of 2019 and Revised CWP 29545 of 2023 titled Pardeep Singh Vs. Union of India and Others. Dr. Pardeep Singh is a Teacher (Now Associate Professor) at Department of Law. The Hon'ble High Court of Punjab & Haryana vide its order dated 19.07.2024 in CWP No. 29545 of 2023 titled Pardeep Singh Vs. Union of India and Others stayed the appointment of Dr. Monika Malik and ordered "In the meantime, the appointment of respondent Nos. 6 and 7 as an Associate Professor vide Annexures P-18 and P-19 shall stayed and they shall not be paid any emoluments or pay on the basis of Annexure P-18 and P-19 till further order. All the excess amount already paid to respondent Nos. 6 and 7 shall be subject to the outcome of this petition." It was only after the directions of Hon'ble High Court, made through an interim order, that University administration complied with the directions of the Hon'ble High Court. One of the Hon'ble High Court Judge (Retd.) through his/her legal opinion on the matter relating to appointment of Dr. Monika Malik, mentioned "...Therefore, if any lenient view is taken on the facts of the present case in favour of the selected candidates then it would amount to putting premium on dishonesty and corrupt practice which on the facts of the present case should not be permitted. Mere lapse of time does not legitimize a fraudulent practice and the same cannot subsequently attain any legal sanctity." Finally the case came for hearing on 17.02.2025, The relevant portion is reproduced.	1. The services of Dr. Monika and Dr. D.P.S. Punia has been discontinued. 2. The minutes of the 62nd meeting were provided to all concerned parties i.e. to Dr. Monika and Dr. D.P.S. Punia and also to Dr. Pardeep Singh vide email dated 16-05-2025 (Annexure-A, Page-30 to 49). 2. The Legal opinion, as per the resolution of EC, has been taken. The Legal opinion is listed in the main Agenda of the current meeting i.e. 63rd meeting of the EC at Sr. No-63.3 for the consideration of the Council.

Main case:

Raising a challenge to the minutes of meeting dated 13.12.2019 of the Selection Committee recommending private respondent(s) for appointment to the post of Associate Professor in the Department of Law, Central University of Haryana on regular basis, the present writ petition has been filed. A further prayer has been made for setting aside the consequent selection and appointment of respondents No.6 and 7 on the said post pursuant to the Advertisement No.CUH/4/T/R-2019 dated 11.09.2019.

Before going into the factual matrix and the dispute as well as the claims raised by the parties or commenting on the merits thereof, it would be sufficient to refer that on 28.11.2024, time was sought by the learned counsel appearing on behalf of the respondent-University, to obtain instructions as to whether the respondent-University stands by the selection or not.

Counsel for the respondent-University has handed over a communication bearing No.CUH/VCS/2024/1339 dated 17.12.2024, in a sealed cover in the Court today, the same has been opened and perused. As per the said communication, the respondent-University has taken a decision that it does not stand by the selection on the ground that the same is not in accordance with law. The said communication is taken on record as Mark-‘A’.

In view of the aforesaid stand now adopted by the respondent-University, learned counsel for the petitioner contends that he has no further grievance to press at this stage and would be satisfied in case the respondent-University is directed to take a consequential decision in pursuance of the decision taken by them vide communication dated 17.12.2024, in accordance with law.

Learned counsel appearing on behalf of the respondent- University submits that an appropriate decision in terms of the stand taken by the University shall be taken as per the procedure established by it, after affording opportunity of hearing to the respective parties.

Consequently the university issued show-cause notices to Dr. D.P.S. Punia and Dr. Monika Malik. Both have replied to show cause notices. Dr. Punia preferred for hearing before the Vice- Chancellor as per his desire.

A) Dr. D.P.S. Punia appeared for a personal hearing before the Vice-Chancellor, as he expressed his preference to present his case before the Vice-Chancellor rather than directly before the Executive Council. In view of this, and in exercise of the authority vested in the Vice-Chancellor under Clause 11(3) of the Central Universities Act, 2009, the Vice-Chancellor conducted the hearing and now places the matter before the Executive Council for its final consideration and decision.

Upon examination of the submissions and available records, it is observed that no material evidence has been brought on record to establish

that Dr. D.P.S Punia exerted any undue influence over the screening process, or that he was involved in any act of malafide. Accordingly, no malafide intent can be attributed to him at this stage.

However, the issue concerning his eligibility for being called for the interview was deliberated upon. Dr. Punia has submitted a written representation asserting that he was granted the full scale of pay only after he became fully eligible. Nevertheless, it remains unresolved whether the other mandatory requirements under the UGC Regulations on Minimum Qualifications for Appointment of Teachers and Other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018, particularly with respect to ad-hoc, temporary, or contract appointments within 10(f), were satisfied in his case. There is currently no documentary evidence available establishing the timeline or procedural compliance with respect to the advertisement, constitution of the selection committee, or adherence to institutional policy as per the norms of Panjab University, Chandigarh.

Relevant UGC Regulations are reproduced below:

“10.0 Counting of Past Services for Direct Recruitment and Promotion under CAS

Previous regular service, whether national or international, as Assistant Professor, Associate Professor or Professor or equivalent in a University, College, National Laboratories or other scientific/professional organisations such as the CSIR, ICAR, DRDO, UGC, ICSSR, ICHR, ICMR and DBT, should count for the direct recruitment and promotion under the CAS of a teacher as Assistant Professor, Associate Professor, Professor or any other nomenclature, provided that:

- (a) The essential qualifications of the post held were not lower than the qualifications prescribed by the UGC for Assistant Professor, Associate Professor and Professor, as the case may be.
- (b) The post is/was in an equivalent grade or of the pre-revised scale of pay as the post of Assistant Professor (Lecturer) Associate Professor (Reader) and Professor.
- (c) The concerned Assistant Professor, Associate Professor and Professor should possess the same minimum qualifications as prescribed by the UGC for appointment to the post of Assistant Professor, Associate Professor and Professor, as the case may be.
- (d) The post was filled in accordance with the prescribed selection procedure as laid down in the Regulations of the University/State Government/Central Government/ Institutions concerned, for such appointments.
- (e) The previous appointment was not as guest lecturer for any duration.

	(f) The previous Ad-hoc or Temporary or contractual service (by whatever nomenclature it may be called) shall be counted for direct recruitment and for promotion, provided that: (i) the essential qualifications of the post held were not lower than the qualifications prescribed by the UGC for Assistant Professor, Associate Professor and Professor, as the case may be (ii) the incumbent was appointed on the recommendation of a duly constituted Selection Committee/Selection Committee constituted as per the rules of the respective university; (iii) the incumbent was drawing total gross emoluments not less than the monthly gross salary of a regularly appointed Assistant Professor, Associate Professor and Professor, as the case may be; and (g) No distinctions shall be made with reference to the nature of management of the institution where previous service was rendered (private/local body/Government), while counting the past service under this clause. ” Accordingly, this item is submitted for the consideration and decision of the Executive Council. (B) Dr. Monika Malik has submitted a response to the Show Cause Notice, wherein she has primarily challenged the issuance of the notice itself by Registrar and attempted to annex various documents, many of which are not relevant to the core issue under consideration. It is observed that a significant number of these documents pertain to a period subsequent to her appointment in 2019, and as such, they bear no material relevance to the determination of the legality of her initial appointment. Accordingly, for the purpose of a fair, objective, and unbiased assessment, only those documents and records that relate to the period prior to her appointment should be taken into account while examining the validity and procedural propriety of her selection. It is further noted that certain allegations and complaints have been raised by Dr. Monika Malik against the Vice-Chancellor in her response. However, such complaints, being unrelated to the matter of her eligibility for the post and appointment, shall not be placed before the Executive Council, as doing so may unduly influence or divert the Council from the substantive issue at hand. Accordingly, she can be given hearing by EC only. The matter to be placed before the Executive Council may not be limited to the examination of: - The eligibility of the candidate(s) at the time of interview and selection for the post in question; and - Whether the selection process suffered from procedural irregularities or malafide intent.	
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UGC regulations 10(f) includes adhoc, temporary, and contract appointments on the same footing, whereas the certificate brought by the candidate, Dr. Monika exclude her from the above category and succeeded to be called for interview.

The document now attached in reply to show cause notice regarding query by screening committee has not been found on the records of the university and no proof of being sent by e-mail or otherwise, is attached in reply by Dr. Monika.

Therefore, the matter is placed before the Executive Council to determine whether it will go along with the honourable High Court Judge opinion or not in view of the reply submitted by Dr. Monika and Dr. D.P.S. Punia. There has been deviation from eligibility norms in Dr. Punia's case as well and the broader issue is of inclusion of ineligible candidates and exclusion of eligible candidates, which raises serious concerns about the integrity and legality of the whole selection process apart from other lapses listed in pleadings and office notes by Registrar.

Accordingly, this item is submitted for the consideration and decision of the Executive Council.

Enclosures:

- (i) Interim orders and final orders by Punjab and Haryana High Court.
- (ii) Show cause notices and their reply.

(Annexure-IX, Page-73 to 181)

The Executive Council deliberated at length before and after giving hearing to Dr. Monika. The part of finding and resolution are as follows:

The Executive Council, in its meeting held, considered *Agenda Item-11 in view of Judgement in case of CWP 29545 of 2023*, which pertained to the examination of the following after giving the hearing:

- The eligibility of the candidate(s) at the time of their interview and selection for the post of Associate Professor of Department of Law; and
- Whether the selection process suffered from procedural irregularities or was vitiated by malafide intent.

Pursuant to this agenda, personal hearings were granted—subsequent to receipt of replies to show cause notices—to Dr. D.P.S. Punia and Dr. Monika, both of whom were selected for the said post and had served the University for over four years. Dr. Punia was given hearing by Vice-Chancellor as per his desire as mentioned in the office note. Corresponding letters and his satisfaction report on 'hearing' in this regards are attached **(Annexure-R1, Page-182 to 183)**. Dr. Monika presented her case before EC today.

Findings:

1. Dr. D.P.S. Punia

Upon review of the records and the oral submissions, it was established that Dr. Punia did not fulfill the eligibility requirements (NET or Ph.D.) as per the UGC Regulations at the time of his first appointment. Specifically, his teaching experience gained at Rayat Bahra College is based on the qualifications not meeting requirements of Assistant Professor under UGC norms. Consequently, such experience which was produced before screening committee, should not have been counted toward eligibility for the post of Associate Professor at the Central University of Haryana. No proof of selection process after attaining eligibility is on records. Thus screening him as eligible candidate by screening committee and his subsequent selection is not as per UGC regulations 2018.

Dr. Punia was accordingly informed during the hearing that he was not eligible for the said post based on the experience he has gained.

His and/or Entire selection is therefore rendered invalid on this ground alone.

2. Dr. Monika

During her appearance before the Executive Council, Dr. Monika raised concerns regarding procedural fairness and questioned the applicability of CCS Rules to the present proceedings. Her signed statement is also put on records as **Annexure-R2, Page-184 to 207**.

Members were clarified that Certain issues raised, like court processes, are not in control of the University.

It was also clarified that the current hearing is confined strictly to determining her eligibility and examining irregularities or manipulation in the selection process, and does not pertain to service conduct matters under the CCS Rules.

Dr. Monika also contested the eligibility of the complainant, Dr. Pradeep Singh, by invoking Rule 10 of the UGC Regulations. However, the provision cited in her written statement by her was not applicable under the UGC-2018 Regulations, and her claim was found to be without merit.

It was further clarified that her written reply was submitted pursuant to directions of the Hon'ble High Court and was specific to the issues of screening and selection, not service conduct. Hence, her response is final and not to be treated as an interim reply. It was also emphasized that the role of the University Counsel is to defend the University's statutory position and its compliance with law—not to defend individual actions that may deviate from policy or regulation.

Dr. Monika had an appointment letter indicating her engagement as a temporary lecturer at C.R. College of Law. Under Clause 10(f) of the UGC Regulations, such experience may be considered after proper verification of certain condition as per clause 10(f). However, the screening committee accepted an experience certificate misrepresenting her as a regular employee, leading to inaccurate eligibility determination.

This is particularly concerning given that in the same process, another candidate (Dr. Pradeep Singh) was declared ineligible by applying the UGC-2018 Regulations 10(f) strictly. By those very standards, Dr. Monika would also have been ineligible and should not have been called for interview. Her selection is, therefore, vitiated by manipulated documentation and selective application of screening norms, possibly influenced by vested interests involved in the screening and selection processes.

3. Dr. Virender Singh Sindhu

Although not under current active consideration due to his subsequent resignation, it is relevant to note that Dr. Sindhu was initially declared ineligible in the first screening. He was later declared eligible by accepting documents submitted after the deadline and without approval of the Vice-Chancellor.

EC further noted that a member of the screening committee was also part of the selection committee, violating principles of natural justice and transparency. The fact that all three candidates: non-eligible—were presented before the selection committee and all three were selected, strongly indicates procedural irregularities and raises a presumption of malafide intent.

Resolution:

Based on the findings, the Executive Council resolved as follows:

- The selection process was not in accordance with regulations and suffers from procedural and regulatory violations;
- The eligibility criteria were not uniformly or lawfully applied across candidates; and
- There exists sufficient material to infer manipulation and malafide intent, as concluded by the legal opinion of a Retired Hon'ble High Court Judge.

Therefore, the University re-affirm its stand as submitted to the Hon'ble High Court. The directions given by Hon'ble High Court has been followed in true spirit.

Accordingly, it is resolved that the services of Dr. D.P.S. Punia and of Dr. Monika shall not be continued in the University.

	The Executive Council further resolved to seek a legal opinion on the future operational matter which may arise after implementing the above resolution: i.) Whether the salary paid to the ineligible candidates during their tenure is recoverable under law; ii.) Whether the experience gained during this disputed period may be counted for future employment or promotional considerations; and iii.) Whether any additional administrative or legal remedies may be pursued by the University to restore institutional integrity and compliance.	
REPORTING ITEMS		
12.	To report, record and confirm the action taken by the Vice-Chancellor in Extension of validity of Advt. No. CUH/01/R/T/2024 dated 16-02-2024 for further six months i.e. Upto 21-03-2025. Note: The advertisement for various teaching posts was issued vide Advt. No. CUH/01/R/T/2024 dated 16-02-2024. The last date for the same was 22-03-2024 and the validity of this advertisement was 21-09-2024. Since the recruitment process has been started and was under process, therefore, the validity of the above advertisement was further extended for 6 months i.e. upto 21-03-2025. <u>Resolution Passed:</u> The action taken by the Vice-Chancellor in Extension of validity of Advt. No. CUH/01/R/T/2024 dated 16-02-2024 for further six months i.e. Upto 21-03-2025, was reported, recorded and confirmed.	Noted.
13.	To report and record the receipt of approval of the University Grants Commission, Distance Education Bureau, MoE, GoI for recognition of programmes to be offered in ODL mode from academic year-2024-25 under “Centre for Distance and Online Education”. (Annexure-X, Page- 208 to 210) Consequential amendments in Statute-15(1) of the Statutes of the University relating to School of Studies and Departments may be carried out accordingly. <u>Resolution Passed:</u> Noted.	Noted.
14.	To note the receipt of letter No. F.No. 18-16/2025-CU.I dated 07-04-2025 conveying Assent of the Hon’ble President of India, in her capacity as the Visitor of the University for amendments to Statute-11 of the University. (Annexure-XI, Page-211) <u>Resolution Passed:</u> Noted.	Noted.

15.	To note the signing of the Tripartite MoU signed between Central University of Haryana, University Grants Commission and Department of Higher Education, Ministry of Education for the FY 2024-25. (Annexure-XII, Page-212 to 227) <u>Resolution Passed:</u> Noted.							Noted.
16.	To report, record and confirm the action taken by the Vice-Chancellor in approving the recommendations made by the Examination Disciplinary Committee in Academic Session-2024-25. (Annexure-XIII, Page-228 to 249) <u>Resolution Passed:</u> Noted.							Noted.
Supplementary Agenda Items								
Reporting Items								
17.1	To report the action taken by the Vice-Chancellor in approving the following recommendations of the Selection Committees for appointment to various teaching posts on regular basis in the University:							Noted.
	Sr . N o.	Department	Post	Date of Meeting of Selectio n Committ ee	Catego ry	No. of Post s	Name of Selected Candidates	Name of Candidates in Waiting
	1.	English and Foreign Languages	Professor	18.01.2025	UR	01	Tanu Gupta	Nikhilesh Yadav
	2.	English and Foreign Languages	Associate Professor	18.01.2025	UR	01	Shaweta Nanda	Kalyani Hazri
	3.	Teacher Education	Assistant Professor (Pedagog y of English)	01.02.2025	UR-PwBD	01	Sankalp Sharma	Radhe Shyam
	4.	Statistics	Associate Professor	01.02.2025	OBC	01	Sanjay Kumar	Joginder
	5.	Statistics	Associate Professor	01.02.2025	UR	01	Vinay Kumar	Sanjeev Bakshi
	6.	History & Archaeology	Professor	25.02.2025	SC	01	Tirtharaj Bhoi	-
	7.	History & Archaeology	Associate Professor	25.02.2025	OBC	01	Kailash Chand Gurjar	Khwaitrakp am Premjit Singh
	8.	Teacher Education	Professor	25.02.2025	UR	01	Renu Yadav	Anoj Raj
	9.	Management Studies	Associate Professor	12.03.2025	OBC	01	Anurag Bhadur Singh	Chand Prakash Saini

	10.	Sociology	Associate Professor	12.03.2025	ST	01	T. Longkoi Khamniung an	-																																																	
	11.	Pharmaceu- cal Science	Professor	18.03.2025	UR	01	Vipan Kumar Parihar	Bebapriya Garabadu																																																	
	12.	Computer Science & Information Technology	Associate Professor	17.03.2025	SC	01	Pawan Singh	Bechoo Lal																																																	
	13.	Geography	Assistant Professor	17.03.2025	SC	01	Vikram Kumar Ranga	Kajal Kumar Mandal																																																	
	14.	Economics	Associate Professor	21.03.2025	UR	01	Sumit Kumar	Sunil Kumar Singh																																																	
	<u>Resolution Passed:</u> Noted.																																																								
17.2	To report the action taken by the Vice-Chancellor in approving the following recommendations of the Selection Committees for engagement to the post of Professor of Practice in the University: <table><tr><th>Sr. No.</th><th>Date of Meeting of Selection Committee</th><th>Name of Selected Candidates</th></tr><tr><td>1</td><td>05.02.2025</td><td>1. Shri Prakash 2. Sanjiv Gupta 3. Harpreet Singh 4. Vijay Kumar Soni</td></tr></table> <u>Resolution Passed:</u> Noted.							Sr. No.	Date of Meeting of Selection Committee	Name of Selected Candidates	1	05.02.2025	1. Shri Prakash 2. Sanjiv Gupta 3. Harpreet Singh 4. Vijay Kumar Soni	Noted.																																											
Sr. No.	Date of Meeting of Selection Committee	Name of Selected Candidates																																																							
1	05.02.2025	1. Shri Prakash 2. Sanjiv Gupta 3. Harpreet Singh 4. Vijay Kumar Soni																																																							
17.3	To report the joining of the various teachers on the regular basis in the University: <table><tr><th>Sr . No.</th><th>Name</th><th>Designation</th><th>Department</th><th>Category</th><th>DOJ</th><th>FN/AN</th></tr><tr><td>1.</td><td>Dr. Tanu Gupta</td><td>Professor</td><td>English & Foreign Languages</td><td>UR</td><td>29.01.2025</td><td>AN</td></tr><tr><td>2.</td><td>Dr. Shaweta Nanda</td><td>Associate Professor</td><td>English & Foreign Languages</td><td>UR</td><td>31.01.2025</td><td>FN</td></tr><tr><td>3.</td><td>Dr. Vinay Kumar</td><td>Associate Professor</td><td>Statistics</td><td>UR</td><td>04.03.2025</td><td>FN</td></tr><tr><td>4.</td><td>Dr. Renu Yadav</td><td>Professor</td><td>Teacher Education</td><td>UR</td><td>05.03.2025</td><td>AN</td></tr><tr><td>5.</td><td>Dr. Kailash Chand Gurjar</td><td>Associate Professor</td><td>History & Archaeology</td><td>OBC</td><td>07.03.2025</td><td>FN</td></tr><tr><td>6.</td><td>Mr. Sankalp Sharma</td><td>Assistant Professor</td><td>Teacher Education (Pedagogy of English)</td><td>UR-PwBD</td><td>12.03.2025</td><td>AN</td></tr></table>							Sr . No.	Name	Designation	Department	Category	DOJ	FN/AN	1.	Dr. Tanu Gupta	Professor	English & Foreign Languages	UR	29.01.2025	AN	2.	Dr. Shaweta Nanda	Associate Professor	English & Foreign Languages	UR	31.01.2025	FN	3.	Dr. Vinay Kumar	Associate Professor	Statistics	UR	04.03.2025	FN	4.	Dr. Renu Yadav	Professor	Teacher Education	UR	05.03.2025	AN	5.	Dr. Kailash Chand Gurjar	Associate Professor	History & Archaeology	OBC	07.03.2025	FN	6.	Mr. Sankalp Sharma	Assistant Professor	Teacher Education (Pedagogy of English)	UR-PwBD	12.03.2025	AN	Noted.
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	7.	Dr. Tirtharaj Bhoi	Professor	History & Archaeology	SC	19.03.2025	FN
	8.	Dr. T Longkoi Khamniungan	Associate Professor	Sociology	ST	26.03.2025	FN
	9.	Dr. Sumit Kumar	Associate Professor	Economics	UR	27.03.2025	FN
	10.	Dr. Anurag Bhadur Singh	Associate Professor	Management Studies	OBC	07.04.2025	AN
	11.	Dr. Joginder	Associate Professor	Statistics	OBC	23.04.2025	FN
	<u>Resolution Passed:</u> Noted.						
17.4	To report the joining of the various Professor of Practice in the University:						
	Sr. No.	Name	Date of Joining	Part Time/Full Time	Department		
	1.	Dr. Vijay Kumar Soni	04.03.2025	Part Time	Journalism & Mass Communication		
	2.	Mr. Shri Prakash	09.03.2025	Full Time	Film Making under Journalism & Mass Communication		
	<u>Resolution Passed:</u> Noted.						
17.5	To report the action taken by the Vice-Chancellor in approving the recommendations of the Screening-Cum Evaluation Committee /Selection Committees, in promoting the following faculty members under Career Advancement Scheme (CAS) as per UGC Regulations on Minimum Qualifications for Appointment of Teachers and Other Academic Staff In Universities and Colleges and Other Measures For The Maintenance Of Standards In Higher Education, 2018 as per the details given below: A. Assistant Professor (Academic Level-10) to Assistant Professor (Academic Level-11)						
	Sr. No.	Name of the teacher	Department	Date of meeting of screening-cum evaluation committee	Date of Eligibility (w.e.f)		
	1.	Dr. Amit Kumar	Tourism & Hotel Management	13.01.2025	16.08.2022		
	2.	Dr. Pawan Kumar	Mathematics	13.01.2025	19.07.2020		
	3.	Dr. Vishal Passricha	Computer Science & Engineering	17.01.2025	28.08.2023		
	4.	Sh. Anant Rajee Bara	Computer Science & Engineering	17.01.2025	09.09.2024		
	5.	Dr. Inderjeet Kaur	Biotechnology	23.01.2025	27.01.2020		
	6.	Dr. Namrata Dhaka	Biotechnology	23.01.2025	25.04.2022		
	7.	Dr. Samiksha Godara	Law	23.01.2025	19.11.2015		

	B. Assistant Professor (Academic Level-11) to Assistant Professor (Academic Level-12)				
	Sr. No.	Name of the teacher	Department	Date of meeting of screening-cum evaluation committee	Date of Eligibility (w.e.f)
	1.	Dr. Divya	Management Studies	12.03.2025	24.12.2024
	2.	Dr. Renu	Economics	21.03.2025	13.05.2022
	3.	Dr. Samiksha Godara	Law	23.01.2025	19.11.2020
	C. Assistant Professor (Academic Level-12) to Associate Professor (Academic Level-13A)				
	Sr. No.	Name of the teacher	Department	Date of Meeting of the Selection Committee	Date of Eligibility (w.e.f)
	1.	Dr. Ajay Kumar	Management Studies	17.02.2025	22.11.2024
	2.	Dr. Ajai Pal Sharma	Management Studies	12.03.2025	20.12.2021
	D. Associate Professor (Academic Level-13A) to Professor (Academic Level-14)				
	Sr. No.	Name of the teacher	Department	Date of Meeting of the Selection Committee	Date of Eligibility (w.e.f)
	1.	Dr. Ankush Vij	Physics & Astrophysics	17.02.2025	15.09.2023
	2.	Dr. Rajendra Prasad Meena	Commerce	12.03.2025	22.03.2025
	3.	Dr. Suman	Commerce	12.03.2025	21.12.2024
	4.	Dr. Jitendra Kumar	Geography	17.03.2025	19.01.2025
	5.	Dr. Keshav Singh Rawat	Computer Science and Information Technology	17.03.2025	24.03.2025
<u>Resolution Passed:</u>					
Noted.					
17.6	To report the action taken by the Vice-Chancellor in revising the salary of teachers (Assistant Professor) appointed on contractual basis to ₹ 88,281/- (Basic Pay ₹ 57,700/- D.A. @ 53% w.e.f. 08.01.2025). (Annexure-S1, Page-250)				
	<u>Resolution Passed:</u>				
	Noted.				
17.7	To report the action taken by the Vice-Chancellor, on the recommendations of the HoD/TICs, in extension of contract of the Assistant Professor (Contract). (Annexure-S2, Page-251 to 252)				
	<u>Resolution Passed:</u>				
	Noted.				

17.8	To report the action taken by the Vice-Chancellor in relieving Dr. Renu Yadav on 05.03.2025 (AN) from the post of Associate Professor (CAS), Department of Teacher Education to enable her to join as Professor, Department of Teacher Education, CUH. The lien will be protected in respect of Dr. Renu Yadav on the post of Associate Professor in the Department of Teacher Education of this University for a period of one year or till confirmation on the post of Professor, Department of Teacher Education, CUH. (Annexure-S3, Page-253) <u>Resolution Passed:</u> Noted.	Noted.
17.9	To report the action taken by the Vice-Chancellor in relieving Dr. T. Longkoi Khamniungan on 26.03.2025 (FN) from the post of Assistant Professor, Department of Sociology to enable her to join as Associate Professor, Department of Sociology, CUH. The lien will be protected in respect of Dr. T. Longkoi Khamniungan on the post of Assistant Professor in the Department of Sociology of this University for a period of one year or till confirmation on the post of Associate Professor, Department of Sociology, CUH. (Annexure-S4, Page-254) <u>Resolution Passed:</u> Noted.	Noted.
17.10	To report the action taken by the Vice-Chancellor in relieving Dr. Anju on 17.12.2024 (FN) from the post of Assistant Professor, Department of Law to enable her to join as Associate Professor, Department of Law, CUH. The lien will be protected in respect of Dr. Anju on the post of Assistant Professor in the Law of this University for a period of one year or till confirmation on the post of Associate Professor, Department of Law, CUH. (Annexure-S5, Page-255) <u>Resolution Passed:</u> Noted.	Noted.
17.11	To report the action taken by the Vice-Chancellor in extension of Lien for one year w.e.f. 27.02.2025 to 26.02.2026 or till confirmation at Jawaharlal Nehru University, New Delhi in respect of Dr. Prakash Kanoo on the post of Assistant Professor, Department of Chemistry, CUH. (Annexure-S6, Page-256) <u>Resolution Passed:</u> Noted.	Noted.
17.12	To report the action taken by the Vice-Chancellor in extension of Lien for one year w.e.f. 21.11.2024 to 20.11.2025 or till confirmation at National Institute of Education (NIE), New Delhi in respect of Dr. Gaurav Singh on the post of Professor, Department of Teacher Education, CUH. (Annexure-S7, Page-257) <u>Resolution Passed:</u> Noted.	Noted.

17.13	To report the action taken by the Vice-Chancellor in accepting the technical resignation in respect of Dr. Devendra Kumar from the post of Associate Professor, Department of Statistics, CUH, the lien retained by him on the post of Associate Professor, Department of Statistics, CUH stands terminated w.e.f. 31.08.2024 (AN). (Annexure-S8, Page-258) <u>Resolution Passed:</u> Noted.	Noted.
17.14	To report the action taken by the Vice-Chancellor in extension of Lien for one year w.e.f. 30.01.2025 to 29.01.2026 or till confirmation at Chaudhary Charan Singh University, Meerut in respect of Dr. Kapil Kumar on the post of Associate Professor, Department of Statistics, CUH. (Annexure-S9, Page-259) <u>Resolution Passed:</u> Noted.	Noted.
17.15	To report the action taken by the Vice-Chancellor in accepting the technical resignation in respect of Dr. Manoj Kumar from the post of Assistant Professor, Department of Statistics, CUH, the lien retained by him on the post of Assistant Professor, Department of Statistics, CUH stands terminated w.e.f. 08.06.2023. (Annexure-S10, Page-260) <u>Resolution Passed:</u> Noted.	Noted.
17.16	To report the action taken by the Vice-Chancellor in termination of Lien of Dr. Kulwant Singh, Former Assistant Professor, Department of Law, CUH. (Annexure-S11, Page-261) <u>Resolution Passed:</u> Noted.	Noted.
17.17	To report the action taken by the Vice-Chancellor in extension for three months w.e.f. 16.04.2025 to 15.07.2025 or till confirmation whichever is earlier in respect of Dr. Benay Kumar Ray on the post of Assistant Professor, Department of Computer Science and Engineering, CUH. (Annexure-S12, Page-262) <u>Resolution Passed:</u> Noted.	Noted.
17.18	To report the action taken by the Vice-Chancellor in accepting the technical resignation in respect of Dr. Ajeet Kumar Sahoo from the post of Assistant Professor, Department of Economics, CUH and the lien retained by him on the post of Assistant Professor, Department of Economics, CUH stands terminated w.e.f. 23.03.2023 (AN). (Annexure-S13, Page-263) <u>Resolution Passed:</u> Noted.	Noted.

17.19	To report the action taken by the Vice-Chancellor in accepting the technical resignation in respect of Dr. Kapil Kumar from the post of Associate Professor, Department of Statistics, CUH and the lien retained by him on the post of Associate Professor, Department of Statistics, CUH stands terminated w.e.f. 29.01.2024 (AN). (Annexure-S14, Page-264) <u>Resolution Passed:</u> Noted.	Noted.																				
17.20	To report the action taken by the Vice-Chancellor in approving the withdrawal of terms and condition mentioned at Sr. No. 15 of Appointment Letter of Dr. Vinay Kumar, Associate Professor, Department of Statistics, CUH. (Annexure-S15, Page-265) <u>Resolution Passed:</u> Noted.	Noted.																				
17.21	To report the action taken by the Vice-Chancellor to confirm the services of Dr. Ashok Kumar, Associate Professor, Department of Journalism and Mass Communication, CUH w.e.f 17.08.2023. (Annexure-S16, Page-266) <u>Resolution Passed:</u> Noted.	Noted.																				
18.1	To Report the following joining of Non-Teaching employees to the posts as mentioned against each: (Annexure-S17, Page-267 to 270) <table border="1"><thead><tr><th>Sr. No.</th><th>Name</th><th>Designation</th><th>Date of Joining</th></tr></thead><tbody><tr><td>1</td><td>Himani Malik</td><td>Laboratory Assistant (For B.Ed and M.Ed Programmes)</td><td>02-01-2025</td></tr><tr><td>2</td><td>Mr. Amit Kumar</td><td>System Analyst</td><td>20-02-2025</td></tr><tr><td>3</td><td>Mr. Ravi Pratap Narayan</td><td>Junior Engineer (Civil)</td><td>18-03-2025</td></tr><tr><td>4</td><td>Sh. Radhe Shyam Singh</td><td>Deputy Registrar</td><td>12-03-2025</td></tr></tbody></table> <u>Resolution Passed:</u> Noted.	Sr. No.	Name	Designation	Date of Joining	1	Himani Malik	Laboratory Assistant (For B.Ed and M.Ed Programmes)	02-01-2025	2	Mr. Amit Kumar	System Analyst	20-02-2025	3	Mr. Ravi Pratap Narayan	Junior Engineer (Civil)	18-03-2025	4	Sh. Radhe Shyam Singh	Deputy Registrar	12-03-2025	Noted.
Sr. No.	Name	Designation	Date of Joining																			
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2	Mr. Amit Kumar	System Analyst	20-02-2025																			
3	Mr. Ravi Pratap Narayan	Junior Engineer (Civil)	18-03-2025																			
4	Sh. Radhe Shyam Singh	Deputy Registrar	12-03-2025																			
18.2	To report the action taken by the Vice-Chancellor, regarding issue offer of appointment to the post of Deputy Registrar to Mrs. Parul Yadav. (Annexure-S18, Page-271 to 274) <u>Resolution Passed:</u> Noted.	Noted.																				
18.3	To report the action taken by the Vice-Chancellor, regarding upgradation of Sh. Jitender, Assistant Registrar from Pay Level 10 to Pay Level 11 w.e.f from 28.11.2024. (Annexure-S19, Page-275) <u>Resolution Passed:</u> Noted.	Noted.																				

18.4	To report the action taken by the Vice-Chancellor, regarding placing the post of Deputy Librarian in Academic Pay Level 13 A, w.e.f the date of joining of Dr. Rajeev Vashistha to the post of Deputy Librarian i.e 11.08.2022. (Annexure-S20, Page-276) <u>Resolution Passed:</u> Noted.						Noted.																																										
18.5	To report the action taken by the Vice-Chancellor, regarding extension of Lien in respect of Sh. Amit Sindhu for a period of one year, i.e upto 13.02.2026 or till confirmation at IGDTUW, New Delhi. (Annexure-S21, Page-277) <u>Resolution Passed:</u> Noted.						Noted.																																										
18.6	To report the action taken by the Vice-Chancellor, in regularization of Adhoc Promotion of Sh. Davender Kumar to the post of Semi Professional Assistant w.e.f 10.10.2024. (Annexure-S22, Page-278) <u>Resolution Passed:</u> Noted.						Noted.																																										
18.7	To report the action taken by the Vice-Chancellor, regarding grant of MACP to the following Non-Teaching Employees as per the details given below: (Annexure-S23, Page-279) <table><tr><th>Sr. No.</th><th>Emp . ID</th><th>Name of Employee</th><th>Post</th><th>D.o.J</th><th>Date of Eligibility for MACP</th><th>Pay Matrix Level after Upgradation</th></tr><tr><td>1.</td><td>A23</td><td>Mr. Brahm Prakash</td><td>Driver</td><td>26.12.2013</td><td>26.12.2023</td><td>Level-03 (21700-69100)</td></tr><tr><td>2.</td><td>A24</td><td>Mr. Hitesh Kumar</td><td>Driver</td><td>27.12.2013</td><td>27.12.2023</td><td>Level-03 (21700-69100)</td></tr><tr><td>3.</td><td>A17</td><td>Mr. Sandeep Singh</td><td>LDC</td><td>10.12.2013</td><td>10.12.2023</td><td>Level-03 (21700-69100)</td></tr><tr><td>4.</td><td>A08</td><td>Mr. Manish Kumar</td><td>Office Attendant</td><td>03.12.2013</td><td>03.12.2023</td><td>Level-02 (19900-63200)</td></tr><tr><td>5.</td><td>A10</td><td>Mr. Anoop Kumar</td><td>Office Attendant</td><td>03.12.2013</td><td>03.12.2023</td><td>Level-02 (19900-63200)</td></tr></table> <u>Resolution Passed:</u> Noted.						Sr. No.	Emp . ID	Name of Employee	Post	D.o.J	Date of Eligibility for MACP	Pay Matrix Level after Upgradation	1.	A23	Mr. Brahm Prakash	Driver	26.12.2013	26.12.2023	Level-03 (21700-69100)	2.	A24	Mr. Hitesh Kumar	Driver	27.12.2013	27.12.2023	Level-03 (21700-69100)	3.	A17	Mr. Sandeep Singh	LDC	10.12.2013	10.12.2023	Level-03 (21700-69100)	4.	A08	Mr. Manish Kumar	Office Attendant	03.12.2013	03.12.2023	Level-02 (19900-63200)	5.	A10	Mr. Anoop Kumar	Office Attendant	03.12.2013	03.12.2023	Level-02 (19900-63200)	Noted.
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18.8	To report the action taken by the Vice-Chancellor , regarding the relieving of the following regular Non- Teaching Employees from the University as per the details mentioned below on with Lien for the period of One year: (Annexure-S24, Page-280 to 281) <table><tr><th>Sr. No.</th><th>Name</th><th>Designation</th><th>Date of Relieving</th></tr><tr><td>1</td><td>Mr. Amit Kumar</td><td>Senior Technical Assistant</td><td>20-02-2025</td></tr></table>						Sr. No.	Name	Designation	Date of Relieving	1	Mr. Amit Kumar	Senior Technical Assistant	20-02-2025	Noted.																																		
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1	Mr. Amit Kumar	Senior Technical Assistant	20-02-2025																																														

	2	Sh. Radhe Shyam Singh	Assistant Registrar	12-03-2025																	
	<u>Resolution Passed:</u> Noted.																				
18.9	To report the action taken by the Vice-Chancellor, regarding relieving of Sh. Sumit Kumar, System Analyst (On Contract) w.e.f 20.03.2025. (Annexure-S25, Page-282) <u>Resolution Passed:</u> Noted.				Noted.																
18.10	To report the action taken by the Vice-Chancellor, regarding rejoining of the below mentioned Non-Teaching Employees, working on deputation basis at various organizations at Central University of Haryana as per the details mentioned below: (Annexure-S26, Page-283 to 285) <table border="1"><tr><th>Sr. No.</th><th>Name</th><th>Designation</th><th>Date of Re-Joining</th></tr><tr><td>1</td><td>Sh. Dinesh</td><td>Assistant</td><td>18.02.2025</td></tr><tr><td>2</td><td>Sh. Mahesh</td><td>Junior Engineer (Electrical)</td><td>28.03.2025</td></tr><tr><td>3</td><td>Sh. Pradeep Kumar</td><td>Section Officer</td><td>16.04.2025</td></tr></table> <u>Resolution Passed:</u> Noted.				Sr. No.	Name	Designation	Date of Re-Joining	1	Sh. Dinesh	Assistant	18.02.2025	2	Sh. Mahesh	Junior Engineer (Electrical)	28.03.2025	3	Sh. Pradeep Kumar	Section Officer	16.04.2025	Noted.
Sr. No.	Name	Designation	Date of Re-Joining																		
1	Sh. Dinesh	Assistant	18.02.2025																		
2	Sh. Mahesh	Junior Engineer (Electrical)	28.03.2025																		
3	Sh. Pradeep Kumar	Section Officer	16.04.2025																		
18.11	To report the action taken by the Vice-Chancellor, regarding relieving of the below mentioned Non-Teaching Employees, working on Deputation basis in this University, as per details given below: (Annexure-S27, Page-286 to 287) <table border="1"><tr><th>Sr. No.</th><th>Name</th><th>Designation</th><th>Date of Relieving</th></tr><tr><td>1</td><td>Dr. Jaipal</td><td>Assistant Registrar</td><td>18.03.2025</td></tr><tr><td>2</td><td>Sh. Vivek Visaria</td><td>Internal Audit Officer</td><td>01.04.2025</td></tr></table> <u>Resolution Passed:</u> Noted.				Sr. No.	Name	Designation	Date of Relieving	1	Dr. Jaipal	Assistant Registrar	18.03.2025	2	Sh. Vivek Visaria	Internal Audit Officer	01.04.2025	Noted.				
Sr. No.	Name	Designation	Date of Relieving																		
1	Dr. Jaipal	Assistant Registrar	18.03.2025																		
2	Sh. Vivek Visaria	Internal Audit Officer	01.04.2025																		
18.12	To report the action taken by the Vice-Chancellor, regarding confirmation of services in respect of Dr. Heena Yadav, Medical Officer w.e.f 06.06.2024. (Annexure-S28, Page-288) <u>Resolution Passed:</u> Noted.				Noted.																
	The meeting ended with a vote of thanks to the chair.																				



Relevant Meeting Agenda item, minutes and Resolution

VC Office <vcoffice@cuh.ac.in>

Fri, May 16, 2025 at 9:40 AM

To: Dharampal Punia <dpspunia@gmail.com>, monikamalik@cuh.ac.in, "Dr. Pardeep Singh" <pardeep@cuh.ac.in>

Cc: Registrar CUH <registrar@cuh.ac.in>, VC-Haryana <vc@cuh.ac.in>

This is in reference to the hearing given to you as per direction of Hon'ble High Court, I am directed to share with you the agenda and minutes of the 62nd meeting of EC. Please find the relevant part of the meeting. Any other document required may be asked from the office.

To:

Dr. Monika

Dr. D.P.S. Punia

Dr. Pradeep Singh

With regards,

Yours sincerely,

कुलपति सचिवालय/Vice-Chancellor's Secretariat
हरियाणा केंद्रीय विश्वविद्यालय/Central University of Haryana
महेंद्रगढ़, हरियाणा/Mahendragarh, Haryana - 123031

2 attachments

 **Approved Minutes-62nd EC_item 11.pdf**
1215K

 **Annexure Item 11.pdf**
4214K

11. To consider the reply of the Show Cause Notices issued to Dr. Monika & Dr. D.P.S. Punia and to provide hearing opportunity.

Office Note:

Dr. Monika Malik was appointed to the post of Associate Professor in the Department of Law, Central University of Haryana in the year 2019. However, her appointment was challenged at Hon'ble High Court of Punjab & Haryana, Chandigarh by one of the candidates for the same post in CWP 36042 of 2019 and Revised CWP 29545 of 2023 titled Pardeep Singh Vs. Union of India and Others. Dr. Pardeep Singh is a Teacher (Now Associate Professor) at Department of Law.

The Hon'ble High Court of Punjab & Haryana vide its order dated 19.07.2024 in CWP No. 29545 of 2023 titled Pardeep Singh Vs. Union of India and Others stayed the appointment of Dr. Monika Malik and ordered "In the meantime, the appointment of respondent Nos. 6 and 7 as an Associate Professor vide Annexures P-18 and P-19 shall stay and they shall not be paid any emoluments or pay on the basis of Annexure P-18 and P-19 till further order. All the excess amount already paid to respondent Nos. 6 and 7 shall be subject to the outcome of this petition."

It was only after the directions of Hon'ble High Court, made through an interim order, that University administration complied with the directions of the Hon'ble High Court.

One of the Hon'ble High Court Judge (Retd.) through his/her legal opinion on the matter relating to appointment of Dr. Monika Malik, mentioned

"...Therefore, if any lenient view is taken on the facts of the present case in favour of the selected candidates then it would amount to putting premium on dishonesty and corrupt practice which on the facts of the present case should not be permitted. Mere lapse of time does not legitimize a fraudulent practice and the same cannot subsequently attain any legal sanctity."

Finally the case came for hearing on 17.02.2025, The relevant portion is reproduced.

Main case:

Raising a challenge to the minutes of meeting dated 13.12.2019 of the Selection Committee recommending private respondent(s) for appointment to the post of Associate Professor in the Department of Law, Central University of Haryana on regular basis, the present writ petition has been filed. A further prayer has been made for setting aside the consequent selection and appointment of respondents No.6 and 7 on the said post pursuant to the Advertisement No.CUH/4/T/R-2019 dated 11.09.2019.

Before going into the factual matrix and the dispute as well as the claims raised by the parties or commenting on the merits thereof, it would be sufficient to refer that on 28.11.2024, time was sought by the learned counsel appearing on behalf of the respondent-University, to obtain instructions as to whether the respondent-University stands by the selection or not.

Counsel for the respondent-University has handed over a communication bearing No.CUH/VCS/2024/1339 dated 17.12.2024, in a sealed cover in the Court today, the same has been opened and perused. As per the said communication, the respondent-University has taken a decision that it does not stand by the selection on the ground that the same is not in accordance with law. The said communication is taken on record as Mark- 'A'.

S Kumar

In view of the aforesaid stand now adopted by the respondent- University, learned counsel for the petitioner contends that he has no further grievance to press at this stage and would be satisfied in case the respondent- University is directed to take a consequential decision in pursuance of the decision taken by them vide communication dated 17.12.2024, in accordance with law.

Learned counsel appearing on behalf of the respondent- University submits that an appropriate decision in terms of the stand taken by the University shall be taken as per the procedure established by it, after affording opportunity of hearing to the respective parties.

Consequently the university issued show-cause notices to Dr. D.P.S. Punia and Dr. Monika Malik. Both have replied to show cause notices. Dr. Punia preferred for hearing before the Vice-Chancellor as per his desire.

A) Dr. D.P.S. Punia appeared for a personal hearing before the Vice-Chancellor, as he expressed his preference to present his case before the Vice-Chancellor rather than directly before the Executive Council. In view of this, and in exercise of the authority vested in the Vice-Chancellor under Clause 11(3) of the Central Universities Act, 2009, the Vice-Chancellor conducted the hearing and now places the matter before the Executive Council for its final consideration and decision.

Upon examination of the submissions and available records, it is observed that no material evidence has been brought on record to establish that Dr. D.P.S Punia exerted any undue influence over the screening process, or that he was involved in any act of malafide. Accordingly, no malafide intent can be attributed to him at this stage.

However, the issue concerning his eligibility for being called for the interview was deliberated upon. Dr. Punia has submitted a written representation asserting that he was granted the full scale of pay only after he became fully eligible. Nevertheless, it remains unresolved whether the other mandatory requirements under the UGC Regulations on Minimum Qualifications for Appointment of Teachers and Other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018, particularly with respect to ad-hoc, temporary, or contract appointments within 10(f), were satisfied in his case. There is currently no documentary evidence available establishing the timeline or procedural compliance with respect to the advertisement, constitution of the selection committee, or adherence to institutional policy as per the norms of Panjab University, Chandigarh.

Relevant UGC Regulations are reproduced below:

“10.0 Counting of Past Services for Direct Recruitment and Promotion under CAS

Previous regular service, whether national or international, as Assistant Professor, Associate Professor or Professor or equivalent in a University, College, National Laboratories or other scientific/professional organisations such as the CSIR, ICAR, DRDO, UGC, ICSSR, ICHR, ICMR and DBT, should count for the direct recruitment and promotion under the CAS of a teacher as Assistant Professor, Associate Professor, Professor or any other nomenclature, provided that:

- (a) The essential qualifications of the post held were not lower than the qualifications prescribed by the UGC for Assistant Professor, Associate Professor and Professor, as the case may be.
- (b) The post is/was in an equivalent grade or of the pre-revised scale of pay as the post of Assistant Professor (Lecturer) Associate Professor (Reader) and Professor.

Skumar

- (c) The concerned Assistant Professor, Associate Professor and Professor should possess the same minimum qualifications as prescribed by the UGC for appointment to the post of Assistant Professor, Associate Professor and Professor, as the case may be.
- (d) The post was filled in accordance with the prescribed selection procedure as laid down in the Regulations of the University/State Government/Central Government/ Institutions concerned, for such appointments.
- (e) The previous appointment was not as guest lecturer for any duration.
- (f) The previous Ad-hoc or Temporary or contractual service (by whatever nomenclature it may be called) shall be counted for direct recruitment and for promotion, provided that:
 - (i) the essential qualifications of the post held were not lower than the qualifications prescribed by the UGC for Assistant Professor, Associate Professor and Professor, as the case may be
 - (ii) the incumbent was appointed on the recommendation of a duly constituted Selection Committee/Selection Committee constituted as per the rules of the respective university;
 - (iii) the incumbent was drawing total gross emoluments not less than the monthly gross salary of a regularly appointed Assistant Professor, Associate Professor and Professor, as the case may be; and
- (g) No distinctions shall be made with reference to the nature of management of the institution where previous service was rendered (private/local body/Government), while counting the past service under this clause. ”

Accordingly, this item is submitted for the consideration and decision of the Executive Council.

(B) Dr. Monika Malik has submitted a response to the Show Cause Notice, wherein she has primarily challenged the issuance of the notice itself by Registrar and attempted to annex various documents, many of which are not relevant to the core issue under consideration. It is observed that a significant number of these documents pertain to a period subsequent to her appointment in 2019, and as such, they bear no material relevance to the determination of the legality of her initial appointment.

Accordingly, for the purpose of a fair, objective, and unbiased assessment, only those documents and records that relate to the period prior to her appointment should be taken into account while examining the validity and procedural propriety of her selection.

It is further noted that certain allegations and complaints have been raised by Dr. Monika Malik against the Vice-Chancellor in her response. However, such complaints, being unrelated to the matter of her eligibility for the post and appointment, shall not be placed before the Executive Council, as doing so may unduly influence or divert the Council from the substantive issue at hand. Accordingly, she can be given hearing by EC only.

The matter to be placed before the Executive Council may not be limited to the examination of:

The eligibility of the candidate(s) at the time of interview and selection for the post in question; and

Whether the selection process suffered from procedural irregularities or malafide intent.

S. Kumar

UGC regulations 10(f) includes adhoc, temporary, and contract appointments on the same footing, whereas the certificate brought by the candidate, Dr. Monika exclude her from the above category and succeeded to be called for interview.

The document now attached in reply to show cause notice regarding query by screening committee has not been found on the records of the university and no proof of being sent by e-mail or otherwise, is attached in reply by Dr. Monika.

Therefore, the matter is placed before the Executive Council to determine whether it will go along with the honourable High Court Judge opinion or not in view of the reply submitted by Dr. Monika and Dr. D.P.S. Punia. There has been deviation from eligibility norms in Dr. Punia's case as well and the broader issue is of inclusion of ineligible candidates and exclusion of eligible candidates, which raises serious concerns about the integrity and legality of the whole selection process apart from other lapses listed in pleadings and office notes by Registrar.

Accordingly, this item is submitted for the consideration and decision of the Executive Council.

Enclosures:

- (i) Interim orders and final orders by Punjab and Haryana High Court.
- (ii) Show cause notices and their reply.

(Annexure-IX, Page-73 to 181)

The Executive Council deliberated at length before and after giving hearing to Dr. Monika. The part of finding and resolution are as follows:

The Executive Council, in its meeting held, considered *Agenda Item-11 in view of Judgement in case of CWP 29545 of 2023*, which pertained to the examination of the following after giving the hearing:

- The eligibility of the candidate(s) at the time of their interview and selection for the post of Associate Professor of Department of Law; and
- Whether the selection process suffered from procedural irregularities or was vitiated by malafide intent.

Pursuant to this agenda, personal hearings were granted—subsequent to receipt of replies to show cause notices—to Dr. D.P.S. Punia and Dr. Monika, both of whom were selected for the said post and had served the University for over four years. Dr. Punia was given hearing by Vice-Chancellor as per his desire as mentioned in the office note. Corresponding letters and his satisfaction report on 'hearing' in this regards are attached (**Annexure-R1, Page-182 to 183**). Dr. Monika presented her case before EC today.

Findings:

1. Dr. D.P.S. Punia

Upon review of the records and the oral submissions, it was established that Dr. Punia did not fulfill the eligibility requirements (NET or Ph.D.) as per the UGC Regulations at the time of his first appointment. Specifically, his teaching experience gained at Rayat Bahra College is based on the qualifications not meeting requirements of Assistant Professor under UGC norms. Consequently, such experience which was produced before screening committee, should not have been counted

toward eligibility for the post of Associate Professor at the Central University of Haryana. No proof of selection process after attaining eligibility is on records. Thus screening him as eligible candidate by screening committee and his subsequent selection is not as per UGC regulations 2018.

Dr. Punia was accordingly informed during the hearing that he was not eligible for the said post based on the experience he has gained.

His and/or Entire selection is therefore rendered invalid on this ground alone.

2. Dr. Monika

During her appearance before the Executive Council, Dr. Monika raised concerns regarding procedural fairness and questioned the applicability of CCS Rules to the present proceedings. Her signed statement is also put on records as **Annexure-R2, Page-184 to 207**.

Members were clarified that Certain issues raised, like court processes, are not in control of the University.

It was also clarified that the current hearing is confined strictly to determining her eligibility and examining irregularities or manipulation in the selection process, and does not pertain to service conduct matters under the CCS Rules.

Dr. Monika also contested the eligibility of the complainant, Dr. Pradeep Singh, by invoking Rule 10 of the UGC Regulations. However, the provision cited in her written statement by her was not applicable under the UGC-2018 Regulations, and her claim was found to be without merit.

It was further clarified that her written reply was submitted pursuant to directions of the Hon'ble High Court and was specific to the issues of screening and selection, not service conduct. Hence, her response is final and not to be treated as an interim reply. It was also emphasized that the role of the University Counsel is to defend the University's statutory position and its compliance with law—not to defend individual actions that may deviate from policy or regulation.

Dr. Monika had an appointment letter indicating her engagement as a temporary lecturer at C.R. College of Law. Under Clause 10(f) of the UGC Regulations, such experience may be considered after proper verification of certain condition as per clause 10(f). However, the screening committee accepted an experience certificate misrepresenting her as a regular employee, leading to inaccurate eligibility determination.

This is particularly concerning given that in the same process, another candidate (Dr. Pradeep Singh) was declared ineligible by applying the UGC-2018 Regulations 10(f) strictly. By those very standards, Dr. Monika would also have been ineligible and should not have been called for interview. Her selection is, therefore, vitiated by manipulated documentation and selective application of screening norms, possibly influenced by vested interests involved in the screening and selection processes.

3. Dr. Virender Singh Sindhu

Although not under current active consideration due to his subsequent resignation, it is relevant to note that Dr. Sindhu was initially declared ineligible in the first screening. He was later

SKumar

declared eligible by accepting documents submitted after the deadline and without approval of the Vice-Chancellor.

EC further noted that a member of the screening committee was also part of the selection committee, violating principles of natural justice and transparency. The fact that all three candidates: non-eligible—were presented before the selection committee and all three were selected, strongly indicates procedural irregularities and raises a presumption of malafide intent.

Resolution:

Based on the findings, the Executive Council resolved as follows:

- The selection process was not in accordance with regulations and suffers from procedural and regulatory violations;
- The eligibility criteria were not uniformly or lawfully applied across candidates; and
- There exists sufficient material to infer manipulation and malafide intent, as concluded by the legal opinion of a Retired Hon'ble High Court Judge.

Therefore, the University re-affirm its stand as submitted to the Hon'ble High Court. The directions given by Hon'ble High Court has been followed in true spirit.

Accordingly, it is resolved that the services of Dr. D.P.S. Punia and of Dr. Monika shall not be continued in the University.

The Executive Council further resolved to seek a legal opinion on the future operational matter which may arise after implementing the above resolution:

- i.) Whether the salary paid to the ineligible candidates during their tenure is recoverable under law;
- ii.) Whether the experience gained during this disputed period may be counted for future employment or promotional considerations; and
- iii.) Whether any additional administrative or legal remedies may be pursued by the University to restore institutional integrity and compliance.

REPORTING ITEMS

12. To report, record and confirm the action taken by the Vice-Chancellor in Extension of validity of Advt. No. CUH/01/R/T/2024 dated 16-02-2024 for further six months i.e. Upto 21-03-2025.

Note: The advertisement for various teaching posts was issued vide Advt. No. CUH/01/R/T/2024 dated 16-02-2024. The last date for the same was 22-03-2024 and the validity of this advertisement was 21-09-2024. Since the recruitment process has been started and was under process, therefore, the validity of the above advertisement was further extended for 6 months i.e. upto 21-03-2025.

Resolution Passed:

The action taken by the Vice-Chancellor in Extension of validity of Advt. No. CUH/01/R/T/2024 dated 16-02-2024 for further six months i.e. Upto 21-03-2025, was reported, recorded and confirmed.

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Annexure-II

Reporting Items of Item 64 of 59th Meeting of EC held on 7th January 2025

Item 59.64.1: Reporting to the Executive Council on Hon'ble High Court case of Dr. Pradeep Singh vs Union of India & Others (CWP 29545 of 2023)

Subject: Stand of the University in Civil Writ Petition before the Hon'ble Haryana and Punjab High Court

Background:

The Hon'ble Haryana and Punjab High Court, in the civil writ petition filed by **Pradeep Singh vs Union of India & Others**, has sought the stand of the University.

Actions Taken:

1. The University office provided the relevant facts of the case.
2. These facts were submitted to a **retired Hon'ble High Court Judge** for legal opinion.
3. The legal opinion of the **Hon'ble Judge (retired)** was considered and agreed upon.
4. This decision was taken under the authority vested in the Vice- Chancellor under **Section 11(3) of the University Act-2009**.

This is submitted for the information of the Council.

Item 59.64.2: Reporting to the Council on the Disposal of Civil Writ Petition Dr. Pradeep Singh vs Union of India & Others

Subject: Compliance with the Directions of the Hon'ble Haryana and Punjab High Court

Background:

The Hon'ble Haryana & Punjab High Court has disposed of the civil writ petition filed by Dr. **Pradeep Singh** after the University submitted its stand, which was obtained based on the legal opinion of a **retired Hon'ble High Court Judge**.

Actions Taken:

1. The Hon'ble High Court directed the University follow the procedure resulting into issue of **Show Cause Notices** to Dr. **DPS Punia and Dr. Monika**.
2. In compliance with the court's direction and based on the legal opinion obtained, the **Show Cause Notices** have been issued.
3. This action has been taken under the authority vested in the Vice-Chancellor under **Section 11(3) of the University Act**.

This is submitted for the information of the Council.

Enclosures for item 1 and 2: Hon'ble Court interim decisions (Annexure 1 and 2) and final decisions (annexure 3) and Opinion of the Hon'ble High Court judge (retired) (Annexure IV name of the High Court and Judge is kept Confidential).

Agenda Item 59.64.3 : Reporting to the Executive Council on Action Taken Regarding EWS Certificate Verification of Dr. Gajinder Singh

Subject: Ineligibility of Applicant for Assistant Professor based on EWS Certificate Verification

Background:

The **EWS certificate** submitted by an applicant for the post of **Assistant Professor**, issued by the **Tehsildar**, was taken up for verification.

Actions Taken:

1. A **committee comprising two Ex-Vice-Chancellors and a Ex-Registrar** was constituted to examine the matter of EWS certificate on a Complaint. Show cause was issued and reply received was examined by the committee. The final Report is attached.
2. Upon verification of records, it was found that the **applicant's family owns more than 5 acres of land**, rendering him **ineligible** under the EWS criteria.
3. Based on the committee's **recommendation**, necessary action has been taken to cancel the appointment.
4. The decision was made under the authority vested in the **Vice-Chancellor under Clause 11(3) of the University Act** and has been duly conveyed and acted upon.

The matter went to Court and Interim decision is attached as Annexure 6.

This is submitted for the information of the **Executive Council**.

Enclosures: Report of the Committee (Annexure 5) and Interim High Court Decision (Annexure 6)

Registrar(I/c)

Annexure -1

112 CWP-29545-2023

PARDEEP SINGH VS UNION OF INDIA AND ORS

Present: Mr. Ravinder Malik, Advocate for the petitioner.

Mr. Puneet Gupta, Advocate for respondent Nos.3 and 4.

The present petition is for issuance of writ in the nature of certiorari *inter alia* praying for quashing of the minutes of meeting dated 13.12.2019 (Annexure P-18) as well as directing the respondent Nos.1 to 4 to carry out selection for the post of Associate Professor afresh pursuant to the said advertisement on 11.09.2019 (Annexure P-5).

Learned counsel for the petitioner has submitted that there are grave irregularities in the selection procedure and one of them is that respondent No.5 (Ex Dean) was a member of the Selection Committee which has selected respondent No.6 (wife of respondent No.5) as an Associate Professor. Moreover, there was no criteria fixed for the selection. The petitioner had already approached this Court by filing CWP-36042-2019, which was pending and despite that the respondents went ahead to give colour to their ill designs.

Notice of motion for **17.09.2024**.

Mr. Puneet Gupta, Advocate, accepts notice on behalf of respondent Nos.3 and 4 and prays for time to file his response.

In the meantime, the appointment of respondent Nos. 6 and 7 as an Associate Professor vide Annexures P-18 and P-19 shall stay and they shall not be paid any emoluments or pay on the basis of Annexures P-18 and P-19 till further order. All the excess amount already paid to respondent Nos.6 and 7 shall be subject to outcome of this petition.

Respondent Nos.5 to 13 be served *dasti* as well for the date fixed.

(ALOK JAIN)
JUDGE

MOHIT
2024.09.20 16:21
I attest to the accuracy and
integrity of this document
19.07.2024
Mohit Bishnoi

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CWP-29545-2023

PARDEEP SINGH V/S UNION OF INDIA AND ORS

Present: Mr. Ravinder Malik (Ravi), Advocate,
for the petitioner.

Mr. Ravi Sharma, Advocate and
Mr. Kamal, Advocate,
for respondent No.2.

Mr. Puneet Gupta, Advocate,
for respondents No.3 and 4.

Mr. Sajjan Singh, Advocate for
respondents No.5 and 6.

Mr. Kanwaljit Singh, Sr. Advocate with
Mr. Rahul Deswal, Advocate,
for respondent No.7.

Mr. Arjun Singh, Advocate,
for respondents No.8, 9, 11 and 13.

Mr. Surender Pal, Advocate,
for respondents No.10 and 12.
for respondent No.2

Learned counsel for respondents No.3 and 4 prays for time to
obtain instructions as to whether the University stands by the selection or
not.

Adjourned to 19.12.2024 at 02.00 p.m.

28.11.2024
parveen kumar

(AMAN CHAUDHARY)
JUDGE

Neutral Citation No: =2025:PHHC:023032

2025:PHHC:023032



Annexure - 11

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

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CWP-29545-2023 (O&M)
Date of decision: 17.02.2025

Pardeep Singh

...Petitioner

VERSUS

Union of India and others

...Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Ravinder Malik (Ravi), Advocate and
Mr. Garvit Mittal, Advocate for the petitioner.

Mr. Ravi Sharma, Sr. Standing Counsel, and
Mr. Raywant Kaushish, Advocate for respondent No.2.

Mr. Puneet Gupta, Advocate
for respondents No. 3 and 4-University.

Mr. B.S. Rana, Sr. Advocate with
Mr. Nayandeep Rana, Advocate;
Ms. Anu Chaudhary, Advocate;
Mr. Sajjan Singh, Advocate for respondents No.5 and 6.

Mr. Kanwaljit Singh, Sr. Advocate with
Mr. Rahul Deswal, Advocate for respondent No.7.

Mr. Krishan K. Chahal, Advocate for respondent No.8.

Mr. Arjun Singh, Advocate for respondents No.9, 11 and 12.

VINOD S. BHARDWAJ, J. (Oral)

CM-2404-CWP-2025

Application is allowed as prayed for subject to all just exceptions. Short rejoinder as well as annexures R-7/11 and R-7/12 are

Neutral Citation No:=2025:PHHC:023032

2025:PHHC:023032



237+108

CWP-29545-2023 (O&M)

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taken on record.

Registry is directed to tag the same at an appropriate place with its paging.

Main case:

Raising a challenge to the minutes of meeting dated 13.12.2019 of the Selection Committee recommending private respondent(s) for appointment to the post of Associate Professor in the Department of Law, Central University of Haryana on regular basis, the present writ petition has been filed. A further prayer has been made for setting aside the consequent selection and appointment of respondents No.6 and 7 on the said post pursuant to the Advertisement No.CUH/4/T/R-2019 dated 11.09.2019.

Before going into the factual matrix and the dispute as well as the claims raised by the parties or commenting on the merits thereof, it would be sufficient to refer that on 28.11.2024, time was sought by the learned counsel appearing on behalf of the respondent-University, to obtain instructions as to whether the respondent-University stands by the selection or not.

Counsel for the respondent-University has handed over a communication bearing No.CUH/VCS/2024/1339 dated 17.12.2024, in a sealed cover in the Court today, the same has been opened and perused. As per the said communication, the respondent-University has taken a decision that it does not stand by the selection on the ground that the same is not in accordance with law. The said communication is taken on record as **Mark- 'A'**.

Neutral Citation No:=2025:PHHC:023032

2025:PHHC:023032



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CWP-29545-2023 (O&M)

3

In view of the aforesaid stand now adopted by the respondent-University, learned counsel for the petitioner contends that he has no further grievance to press at this stage and would be satisfied in case the respondent-University is directed to take a consequential decision in pursuance of the decision taken by them vide communication dated 17.12.2024, in accordance with law.

Learned counsel appearing on behalf of the respondent-University submits that an appropriate decision in terms of the stand taken by the University shall be taken as per the procedure established by it, after affording opportunity of hearing to the respective parties.

In view of the above, the instant writ petition is **disposed of** as not pressed at this stage.

Liberty is, however, granted to the parties to take appropriate action, if so advised, against any subsequent action/decision that may be taken or is already taken by the respondent-University.

17.02.2025

Mangal Singh

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

Annexure - 4

Dated: 15.12.2024

To
The Registrar
Central University of Haryana
Village Jant Pali
District Mahendergarh.
Subject: Legal Opinion.

Mr. Puneet Gupta Advocate has approached me on behalf of Central University of Haryana to seek legal opinion with regard to the appointment to the 3 advertised posts of Associate Professor in the Department of Law in the Central University of Haryana, District Mahendergarh advertised vide Employment Notice dated 11.09.2019. Copy of the relevant record, including copy of CWP No.29545 of 2023, copies of the written statements and replications etc. have been sent to me to seek opinion as to whether the selection process of the 3 posts of Associate Professor carried out by the University is valid as per law or not and if the selection is bad in law what action is required to be taken at this stage.

I have gone through the entire official record, pleadings of pending CWP No.29545 of 2023, written statements and replications etc. with regard to the selection of the 3 Associate Professors in the Department of Law in the Central University of Haryana, District Mahendergarh advertised vide Employment Notice No.CUH/4/T/R/2019 dated 11.09.2019. The qualifications and experience etc. stipulated in the Advertisement for the post of Associate Professor was as per the "UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018". The last date for the

- ✓ submission of the online application form as well as for the submission of hard copy of the online application form alongwith self attested required documents was 11.10.2019.

From a perusal of the aforesaid records supplied to me, the following glaring discrepancies during the selection process to the post of Associate Professor in the Department of Law held during 2019 at Central University of Haryana are observed as under:

1. On 07.11.2019, an e-mail was sent to the members of Scrutiny Committee for the meeting of the Scrutiny Committee scheduled for 12.11.2019. However, the actual meeting of the Scrutiny Committee was held on 11.11.2019. The University has stated that it has no record with regard to the change of the date of the meeting of the Scrutiny Committee.
2. Dr. Rajesh Kumar Malik recused from participating in the Meeting of the Scrutiny Committee citing personal reasons but did not disclose regarding his relative (wife) had applied for the post of Associate Professor despite it being specifically mentioned in the email dated 07.11.2019 that "You are also requested to undertake that neither you nor any close relative is an applicant for the above-mentioned posts." No undertaking was ever given by Dr. Rajesh Kumar Malik in respect of the above and he also did not fill in the required form.
3. The Meeting of the Scrutiny Committee took place on 11.11.2019 despite the fact the date of meeting of the Scrutiny Committee was 12.11.2019.
4. The Official Noting (NP-5) shows the names of Dr. Preet Singh and Dr. Rajpal Sharma as members of the Scrutiny Committee for the scrutiny of the applications to the post of Associate Professor in the Department of Law. Dr. Rajesh Kumar Malik was not appointed as member of the Scrutiny Committee but an email has been sent to him on 07.11.2019 for meeting of

the Scrutiny Committee and his refusal dated 11.11.2019 on print out of the email sent to him on 07.11.2019. Nothing is forthcoming from the record as to why the email dated 07.11.2019 was sent to Dr. Rajesh Kumar Malik despite he was never nominated as a member of the scrutiny committee for the post of Associate Professor in the Department of Law.

5. The list of Scrutiny Committee members was never approved by the Vice Chancellor in respect of the aforesaid selection.
6. An e-mail was sent on 18.11.2019 to the candidates for furnishing the information/documents against the observations raised by the Scrutiny Committee members by 24.11.2019 through e-mail only at ~~recruitment@cul.ac.in~~ and the e-mail in respect of Dr. Monika (Selectee) was sent on the email id of Dr. Rajesh Malik (Her Husband).
7. The following observations were raised by the Scrutiny Committee in the application submitted by Dr. Monika:
“Provisionally Eligible subject to submission of the following:
(a) Evidence that no kind of leave was availed to pursue research degree simultaneously with teaching assignment.
(b) Evidence of publications mentioned in the application form at Sr. No. 4.1
(1) – 4,6,7,10,11,12,13,14,15,17,19,21,25 that the same are published in UGC listed Journals.”
8. In reference thereto, no e-mail from Dr. Monika was received as per official records.
9. The Second Meeting of the Scrutiny Committee was held on 26.11.2019 and Dr. Monika was found to be Provisional Eligible despite the above lacuna.
10. The Experience Certificates of other Candidates have been sent to Dr. Monika's e-mail on 11.12.2019 from the official email of Legal Cell of this University and to Dr. Rajesh Kumar Malik (Her Husband).

11. The representations of Candidates including Dr. D P S. Punia's were sent to Dr. Monika's e-mail id.
12. The intimation regarding the meeting of the Selection Committee as an Expert was sent through e-mail to Dr. Rajesh Kumar Malik (Husband of Dr. Monika) in the capacity of Dean of the School.
13. Dr. Rajesh Kumar Malik (Husband of Dr. Monika) attended the Meeting of the Executive Council held on 27.01.2020 which approved the selection of Dr. Monika.
14. The experience of Dr. Pardeep Singh (Petitioner) was not accepted by the Scrutiny Committee and the Selection Committee as he claimed but the claimed experience of Dr. Monika and Dr. Punia accepted and then they were selected.
15. Dr. Virender Singh Sindhu submitted the hard advance copy of his application form, without self-attested documents, which was a mandatory condition as per Clause 3 of the Advertisement. It was dispatched vide registered post dated **18.10.2019 i.e. after the last date of receipt of applications (11.10.2019).**
16. Dr. Virender Singh Sindhu had submitted his application form for recruitment after the cut-off date of receipt of the application form. The hard copy of his application form was received on **18.11.2019** i.e. after the alleged Scrutiny Committee meeting which took place on **11.11.2019**. As per the Advertisement the complete hard copy was also required to be submitted **by 11.10.2019**. Clauses 3 and 21 of the Advertisement dated 11.09.2019 specifically provided for the outright rejection of any late/incomplete application form.
17. The Scrutiny Committee did not consider Dr. Pardeep Singh eligible on the ground that the incumbent was drawing total gross emoluments not less than

the monthly gross salary of a regularly appointed Assistant Professor. Dr.Pardeep Singh who was paid salary ranging from Rs.35,000/- p.m. in January 2011 to Rs. 43,500/-p.m. in December 2013. Whereas, the experience of Dr. Monika was considered for the period from April 2011 to February 2012 and she had drawn salary of Rs.25,155/- to Rs.28,035/- as per the records submitted by the Chhaju Ram Law College, Hisar to the University vide letter dated 26.10.2024.

18. As per record supplied by the Chhaju Ram Law College, vide their letter No. CRLC/10/378 dated 30.06.2010 Dr. Monika was offered an appointment to the post of Lecturer in Law College on a "temporary" capacity and the selection committee counted this experience.
19. The Subject Experts for the selection were not approved by the Vice Chancellor and not drawn by the Academic Council of Central University of Haryana against the mandate of Rule 2(i) A (iii) of Statute 18 of the University Statutes and as per UGC Regulations 2018 Rule 5.1 II (a) (iii).
20. There is nothing in the official record of the University to show as to how the subject experts were called for taking Interview.
21. Dr.D.P.S. Punia, another selectee has stated in his written statement filed in CWP No.29545 of 2023 in paragraph no.1 of the preliminary submissions that he completed his Ph.D. in Criminal Law from Panjab University, Chandigarh in the year 2010. Dr.D.P.S. Punia was initially appointed as Assistant Professor on Adhoc basis in Rayat College of Law (Ropar) w.e.f. 01.09.2009, but was also not having the qualification of UGC NET as per the official record. One of the essential qualifications for appointment to the post of Assistant Professor at the relevant point of time i.e. on 01.09.2009 was UGC NET. Once the initial appointment of Dr.D.P.S. Punia was not valid or as per UGC Regulations applicable at that time, the experience of

that period i.e. w.e.f. 01.09.2009 to 20.07.2011 cannot be counted for appointment to the post of Associate Professor. However, the aforesaid experience of Dr.D.P.S. Punia has been counted by the scrutiny committee as well as the selection committee for appointment to the post of Associate Professor, which is contrary to the UGC Regulations, 2018.

Therefore, in view of the above it can be safely said that the entire selection process carried out for appointment to the post of Associate Professor is apparently based upon collusion and arbitrariness. Perusal of the record reflects clear high handedness on part of the higher officials of the University, who were involved in the selection process for the post in question, in order to ensure the selection of the candidates of their choices. The selection process does not appear to be fair and transparent.

Therefore, if any lenient view is taken on the facts of the present case in favour of the selected candidates then it would amount to putting premium on dishonesty and corrupt practice which on the facts of the present case should not be permitted. Mere lapse of time does not legitimize a fraudulent practice and the same cannot subsequently attain any legal sanctity.

Thus, it is advisable that the entire selection process be set aside as it is based upon collusion and arbitrariness and the selected candidates are liable to be relieved as per law.

It is further made clear that the aforementioned views are my personal opinion on the basis of the record supplied to me and cannot be used for the purposes of any litigation pending before any court of law.

Justice (Dr.) BHARAT BHUSHAN PARSOON

Senior Advocate, Supreme Court of India, New Delhi

Former Judge, Punjab & Haryana High Court, Chandigarh

- LLB (Merit Holder)
- LLM (Merit Holder)
- PhD in Law
- PhD in Management Studies
- PhD in Computer Science and Applications
- PhD in Journalism and Mass Communication
- PG Studies in Taxation Laws (Merit Holder)
- P G Studies in Corporate Law (Gold Medal)
- P G Studies in Journalism and Mass Communications (Gold Medal)
- P G Studies in Gandhian Philosophy (Gold Medal)
- Advanced Studies in UN & International Understanding (Merit Holder)
- Awardee of Dr. H P Diwedi Gold Medal for Emotional Integrator of the Country
- Life Member of Indian Institute of Law, Bhagwan Das Road New Delhi
- Life Member of Indian Institute of Criminology, Chennai (T.N).
- Fellow of Indian Council of Arbitration New Delhi
- Member of International Centre of Arbitration, Delhi, High Court, Delhi
- Member of Arbitration Centre, Punjab and Haryana High Court, Chandigarh
- Resource person for National Judicial Academy Bhopal India as also for Chandigarh Judicial Academy, Chandigarh
- Former Member, Supreme Court Committee on Process Re-engineering of Courts in India
- Former Member of the Committee, constituted by National Legal Services Authority, (NALSA), New Delhi, for Developing module for training of lawyers
- Former Member of the Committee, constituted by National Legal Services Authority, (NALSA), New Delhi, for Developing module for training of Protection Officers under the Juvenile Justice (Care and Protection of Children) Act, 2000.
- Former Member of the Committee, constituted by National Legal Services Authority, (NALSA), New Delhi, for developing module for training of Para Legal Service Volunteers.

Ref: LEGOP/CURH/MAY/01

LEGAL OPINION

Regarding: Post-Termination Legal Considerations arising from the Discontinuation of Services of Dr. D.P.S. Punia and Dr. Monika Malik.

Reference: Email dated 12.05.2025 along with Resolution No. 11 passed at the 62nd Meeting of the Executive Council held on 02.05.2025; Notification of Discontinuation dated 07.05.2025.

This legal opinion is being rendered pursuant to the resolution adopted by the Executive Council of the Central University of Haryana ("the University") at its 62nd meeting convened on 02.05.2025, wherein it was unanimously resolved to discontinue the services of Dr. D.P.S. Punia and Dr. Monika Malik, both appointed as Associate Professors in the Department of Laws.

The decision was taken in view of findings of ineligibility, procedural impropriety, and breach of regulatory compliance norms as per the University Grants Commission (UGC) Regulations, 2018.

Issues Raised:

1. Whether the salary paid to the aforesaid individuals during their tenure is legally recoverable;
2. Whether the experience gained during the period of their employment may be reckoned for future academic or promotional appointments;
3. Whether any further administrative or legal recourse may be pursued to preserve and reinforce institutional integrity and statutory compliance.

Background:

1. The appointments of Dr. Punia and Dr. Malik were challenged before the Hon'ble Punjab and Haryana High Court in *CWP No. 29545 of 2023 (Pardeep Singh v. Union of India & Ors.)*.
2. Vide interim order dated 19.07.2024, the Hon'ble Court stayed their appointments and payment of emoluments pending final adjudication.

3. On 17.02.2025, the University, having independently reviewed the legality of the appointments, informed the Hon'ble Court that it did not support or endorse the selections made.
4. The writ petition was, thus, disposed of on such basis.

ISSUE I:

RECOVERY OF SALARY QUA INVALID APPOINTMENTS

Legal Position:

The law establishes that any amount paid without lawful authority is liable to be recovered, especially when drawn through ineligible, illegal or fraudulent appointments.

Relevant Judgements:

In *Chandi Prasad Uniyal v. State of Uttarakhand*, (2012) 8 SCC 417, the Hon'ble Court held that:

"Any amount paid/received without the authority of law can always be recovered barring few exceptions of extreme hardships... but law implies an obligation on the payee to repay the money, otherwise it would amount to unjust enrichment." (Para 14, SCC p. 421)

Further in *State of Punjab v. Rafiq Masih (White Washer)*, (2015) 4 SCC 334, the Hon'ble Court observed:

"Recovery from employees in situations where the employee has not misrepresented anything and has received the money by mistake of the employer, would be permissible, unless it is shown that the recovery would result in a hardship that is wholly inequitable or arbitrary." (Paras 2–3, SCC pp. 336–337)

The Court has also carved out exceptions where recovery would be inequitable (e.g., recovery from Class III/IV employees, or those near retirement). However, these equitable shields (Para 18, *Rafiq Masih*) do not apply in the cases involving:

- Appointments held void ab initio;
- Violation of judicial stay/directions; or
- Misrepresentation, concealment or fraud.

Application to Present Case:

Since Dr. Punia did not meet UGC eligibility criteria at the time of appointment; and Dr. Malik misrepresented temporary experience as regular and benefitted from procedural irregularities, the appointments are not merely irregular, but are void ab initio.

Payments made pursuant to such void appointments are recoverable.

Institutional Obligations and Procedure:

The University is legally empowered to initiate recovery of:

1. All emoluments drawn during the period of void appointments, including any payments made before compliance with the interim stay granted on 19.07.2024;
2. Any payments procured by material misrepresentation, including any false declarations of eligibility or experience.

However, such recovery must conform to principles of natural justice and be carried out in accordance with:

1. Fundamental Rule 27 (FR 27), which permits recovery from past salary in cases of irregular payment;
2. General Financial Rules, 2017 (GFR 2017), which mandate accountability in public expenditure and provide for restitution of wrongful payments.

The following procedural steps are advised as well:

1. Issuance of a reasoned show-cause notice detailing the grounds of recovery;
2. Granting a reasonable opportunity to respond;
3. Passing of a speaking order with justification based on the reply filed, if any, by the employee/s;
4. Ensuring proportionality in recovery to avoid arbitrary financial burden.

Thereafter, it must also be administratively vetted and sanctioned by the competent financial authority of the University.

Hence, the recovery of salary in the present case is legally tenable and institutionally appropriate. The University may proceed to recover the salary drawn during the invalid tenure.

ISSUE II:

COUNTING OF EXPERIENCE FOR FUTURE EMPLOYMENT

The recognition of prior teaching or administrative experience for purposes of recruitment, promotion, or Career Advancement Scheme (CAS) is governed by *Clause 10 (d) & (f) of the UGC Regulations, 2018*, the relevant portion of which is appended on the next page for ready reference:

"(d) The post was filled in accordance with the prescribed selection procedure as laid down in the Regulations of the University/ State Government/ Central Government/ Institutions concerned, for such appointments.

(f) The previous Ad-hoc or Temporary or contractual service (by whatever nomenclature it may be called) shall be counted for direct recruitment and for promotion, provided that:

- i) the essential qualifications of the post held were not lower than the qualifications prescribed by the UGC for Assistant Professor, Associate Professor and Professor, as the case may be*
- ii) the incumbent was appointed on the recommendation of a duly constituted Selection Committee/Selection Committee constituted as per the rules of the respective university;*
- iii) the incumbent was drawing total gross emoluments not less than the monthly gross salary of a regularly appointed Assistant Professor, Associate Professor and Professor, as the case may be; and"*

The Regulations make it abundantly clear that only services rendered under valid and compliant appointments is countable. Experience flowing from an appointment later declared void *ab initio* is deemed *non est* in law, meaning legally non-existent.

Application to the Present Case:

The facts demonstrate a direct violation of these preconditions as Dr. Punia lacked the required qualifications at the time of his appointment. His candidature was ineligible *ab initio* under UGC norms and Dr. Malik mischaracterized temporary engagement as regular, thereby misleading the selection process.

Since the appointments were accepted as void by the University, any experience derived therefrom is legally contaminated. It does not qualify as valid service under UGC standards.

Institutional Position:

The University, in its capacity as the appointing and regulating authority, is within its rights to:

1. Refuse recognition of the experience for the purposes of future recruitment, promotion, or CAS benefits;
2. Convey its position to regulatory bodies such as the UGC, the Ministry of Education and any other relevant authority to prevent misuse of this experience in other institutions;

3. Include a disclaimer in experience certificates (if issued) clearly stating that the services were annulled and are not countable under the UGC norms.

Wherever appropriate, confidential advisories may also be issued to other public institutions or universities if any application or reference is received based on the impugned service period.

Therefore, experience gained under such appointments is legally inadmissible for any form of academic or institutional progression. The University is fully justified in refusing to recognize such experience and is advised to formally record and communicate this position to avoid future disputes and preserve the sanctity of regulatory compliance.

ISSUE III:

ADDITIONAL ADMINISTRATIVE AND LEGAL REMEDIES

Where appointments are found to be void *ab initio* as such, institutional self-correction becomes essential not just to assign responsibility but also to restore credibility.

The University is, accordingly, advised to:

1. Initiate departmental inquiries against officials or faculty members who:
 - i) Participated in or enabled the flawed selection process;
 - ii) Vetted and routed misleading or incomplete documentation;
 - iii) Failed to flag irregularities despite being in a position of scrutiny.
2. Examine conflict of interest scenarios especially where selection committee members or administrative officers had personal, professional, or supervisory proximity to the candidates.
5. Review file movement trails and internal notings to determine whether any step in the selection or post-appointment process was irregularly expedited, bypassed, or suppressed.

***Note:** Needless to mention herein that such inquiries must conform to principles of natural justice and be conducted under existing applicable service rules or University statutes.*

University is further advised to:

1. Formally notify the UGC and, where relevant, the Bar Council of India (BCI) of the annulment of the appointments, the institutional finding that the appointments were void *ab initio*.

and also the fact that the experience gained therein shall not be considered valid.

2. This may require submission of the Executive Council resolution and any consequential orders passed by the University.

The university may also request regulatory advisory, if required, on framing model disclaimers or blacklisting guidelines to be followed in such cases. This is essential to prevent future misuse of invalid appointments and protect institutional integrity.

Civil and Criminal Recourse:

If internal inquiry reveals deliberate suppression, document falsification, or collusion, the University may initiate proceedings under the *Bharatiya Nyaya Sanhita, 2023*, such as under Section 316(2) (cheating), Section 334(2) (forgery for cheating), and Section 336 (use of forged documents), subject to evidentiary support.

Civil recovery suits may also be instituted for restitution of salary and benefits, particularly if the individuals resist administrative recovery proceedings.

Long-Term Safeguards:

To prevent future regulatory lapses, the following structural safeguards are recommended:

1. Mandatory conflict of interest declarations by all selection and administrative officials.
2. Independent approval and vetting of subject experts for neutrality and qualification;
3. Digital archiving of all recruitment records for transparency and audit readiness;
4. Centralized communication routing through the Registrar or designated authority;
5. Legal vetting of appointment files prior to issuance of appointment letters.

Way Forward:

1. The University is advised to document all proceedings, ensure transparency in action, and proactively inform regulatory bodies of the steps taken.
2. Should any litigation or grievance arise, the University is well-placed to defend its actions as lawful, proportionate, and institutionally necessary.
3. While the University's actions are legally sound, Dr. D.P.S. Punia and Dr. Monika Malik may still attempt to challenge their discontinuation by filing a writ petition under Article 226 of the Constitution or a civil suit seeking recovery of salary or service benefits. Even

though such claims are unlikely to succeed, filing a caveat before the Hon'ble High Court is recommended to preclude any ex-parte relief.

RECOMMENDED CLAUSE FOR FUTURE ADVERTISEMENTS

"Experience gained under appointments subsequently annulled, cancelled, or declared void ab initio shall not be admissible for eligibility or promotional consideration."

CONCLUSION

The discontinuation of services of Dr. D.P.S. Punia and Dr. Monika Malik is legally and procedurally sustainable. The University is well within its rights to initiate calibrated recovery proceedings, deny recognition of experience acquired under void appointments, and pursue internal and legal remedies to enforce accountability. All recommended actions are consistent with statutory norms, judicial precedent, and institutional best practices as detailed earlier. The University's position is clear, defensible, and aligned with its commitment to regulatory compliance and administrative integrity.

You are welcome to discuss any related aspect any further or seek clarification in case of any confusion, incongruity or the like.

Disclaimer:

This legal opinion is based solely on the factual matrix and summaries presented. It does not constitute adjudication. Verification of documents and judicial orders is recommended prior to reliance. This opinion is without prejudice to the rights of the University in any other forum.

Date: 16.05.2025

Justice Dr. Bharat Bhushan Parsoon

Senior Advocate

Former Judge, Punjab & Haryana

High Court, Chandigarh

Delhi Office : # 406, Antriksh Bhawan, 4th Floor,
Address 22 Kasturba Gandhi Marg, New
Delhi - 110001.

**Gurugram
Office Address :** # 3116, Sector 46, Gurugram-122022

**Chandigarh
Office Address :** # Kothi No. 154, Sector 35 A,
Chandigarh - 160036

Faridabad Office : # 198, Sector 16A, Faridabad, Haryana
Address Pin Code-121002

**Kurukshetra
Office Address :** # Kothi No. 191, Sector 5,
Urban Estate, Kurukshetra-136118

**Panchkula
Office Address :** # Kothi No. 364, Sector 9, Panchkula
Pin Code-134115

Ph. No.: +91-99996 88558

E-mail ID: jbbparsoon@gmail.com



हरियाणा केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF HARYANA

(संसद अधिनियम 25 (2009) के तहत स्थापित)

(Established vide Act No. 25 (2009) of Parliament)

गांव जाट-पाली, जिला-महेन्द्रगढ़ (हरियाणा) 123029

Village: Jant-Pali, Distt: Mahendergarh (Haryana)-123029

No: CUH/2025/Estt. Sec/T/.....156

Date: 20.02.2025

MEMORANDUM

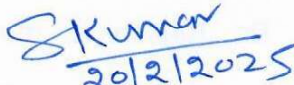
1. The **Authority** proposes to hold an enquiry against Dr. Rajesh Kumar Malik, Professor in the Department of Law, Central University of Haryana under Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University). The substance of the imputation of misconduct/misbehaviour in respect of which the enquiry is proposed to be held is set out in the enclosed statement of the Article of Charges (**Annexure-I**). A statement of the imputation of misconduct/misbehaviour in support of each article of charge is enclosed (**Annexure-II**). A list of Documents by which the Article of charges are proposed to be substantiated is enclosed (**Annexure III**) **alongwith** a list of witnesses by whom the articles of charges framed are proposed to be substantiated (**Annexure IV**).
2. Dr. Rajesh Kumar Malik, Professor, Central University of Haryana is directed to submit within 15 days of the receipt of this Memorandum a written statement of defense and also state whether he desires to be heard in-person or not.

S. Kumar

3. Dr. Rajesh Kumar Malik, Professor, Central University of Haryana is informed that an enquiry will be held only in respect of those articles of charge as are not admitted. He should, therefore, specifically admit or deny each article of charge.
4. Dr. Rajesh Kumar Malik, Professor, Central University of Haryana is further informed that if he does not submit his written statement of defense on or before the date specified in Para 2 above, the Inquiry Authority shall proceed as per the applicable Rules.
5. This issues with the approval of the Competent Authority under Section 11(3) of the Central Universities Act, 2009.

Enclosures:

1. Article of Charges of misconduct/misbehavior.
2. Statement of Imputation of misconduct/misbehavior.
3. List of Documents by which the articles of the charge are proposed to be substantiated.
4. List of witnesses by whom the articles of the charge are proposed to be substantiated.


20/2/2025
Registrar (I/C)

To,

Dr. Rajesh Kumar Malik
Professor, Department of Law
Central University of Haryana
Mahendergarh.

ARTICLE OF CHARGES OF MISCONDUCT/MISBEHAVIOR

**Statement of Article of Charge framed against Dr. Rajesh Kumar Malik,
Professor, Central University of Haryana.**

Article of Charge No.1

Dr. Rajesh Kumar Malik, Professor, Central University of Haryana, was found to have illegally entered and obstructed a meeting of the Board without permission from the Proctorial Board. You used derogatory language, verbally abused the members of the Proctorial Board and threatened them with dire consequences. Dr. Rajesh Kumar Malik also participated in inappropriate activities with male students and failed to maintain discipline in the University Department during a conflict among students, thus neglecting to uphold the decorum expected in such situations.

Thus, for the aforesaid acts of omission, commission, misconduct and misbehaviour, Prof. Rajesh Kumar Malik, Department of Laws, CUH making himself liable of disciplinary action against him under Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as applicable upon the employees of the CUH.

S Kumar

Article of Charge No.2

Dr. Rajesh Kumar Malik, Professor, Central University of Haryana have been found to not be taking the classes assigned to you by the Department of Law according to the Time-Table for the Academic Session 2024-25 (odd semester). The assigning of classes to other teachers including the guest teacher put extra loss to the Exchequer of the University.

Thus, for the aforesaid acts of omission, commission and misconduct, Prof. Rajesh Kumar Malik, Department of Laws, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

SKumar

Article of Charge No.3

Dr. Rajesh Kumar Malik, Professor, Central University of Haryana i.e. you have been found to be engaged in the abuse, misuse, manipulation and threat of powers and authority and created a hostile working environment at Department of Law for other faculty members. Thus, for the aforesaid acts of omission, commission and misconduct, Prof. Rajesh Kumar Malik, Department of Laws, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

S. Kumar

Article of Charge No.4

Dr. Rajesh Kumar Malik, Professor, Department of Law, Central University of Haryana, i.e. you have been involved in an act of cyber fraud. You have been found to be using your wife's email address as the referee's email in your application form for the position of Professor at the Central University of Haryana. As a result, the University received an appraisal from your wife's email instead of an actual referee, leading to the submission of a false and fabricated appraisal that misrepresented your qualities to the selection committee. This misconduct rendered Dr. Rajesh Kumar Malik's appointment marred by illegality and contrary to the norms set by the Department of Personnel and Training (DOPT) and the university's rules. Furthermore, your appointment violated rules as it was made despite your previous criminal records and without a No-Objection Certificate (NOC) from your parent institution at that time i.e. Ch. Devi Lal University, Sirsa. Dr. Rajesh Kumar Malik was requested to provide a response regarding these allegations; however his reply was deemed unsatisfactory by the competent authority.

Thus, for the aforesaid acts of omission, commission and misconduct, Prof. Rajesh Kumar Malik, Department of Laws, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

SKumar

ARTICLE OF CHARGE- 5

Dr. Rajesh Kumar Malik, Professor, Department of Law i.e. you have been found to be engaged in mala fide design of causing trouble, harassing, humiliating and threatening Mr. JumriKoyu, a Ph.D Research Scholar belonging to Schedule Tribe (ST) Category, in Department of Law before and during his Pre-submission Seminar at Department of Law. It appears that there is no reason except Mr. JumriKoyu's tribal identity, caste and regional background that he had to suffer such humiliation, mental agony and hostile treatment by you in bonafide pursuit of his Ph.D degree.

Thus, for the aforesaid acts of omission, commission and misconduct, the image of the University has been maligned by Dr.Rajesh Kumar Malik, Professor, Department of Laws, CUH and this making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

Skumar

ARTICLE OF CHARGE 6

Dr. Rajesh Kumar Malik, Professor, Department of Law has been found to be engaged in forcefully entering along with others including some person who claimed to be a youtuber press-reporter, into the Transit Camp of the University at Gurugram and obstructed the official work being carried out there by the officials on 24.04.2023 regarding the pre-screening committee meeting for promotion of Dr.D.P.S. Punia for the post of Professor.

Thus, you being faculty member illegally without the permission of the pre-screening committee forcibly entered in the ongoing meeting and used derogatory words, abused the members of the committee and threatened with dire consequences, failed to maintain the discipline in the University Department and also failed to maintain the decorum.

Thus, for the aforesaid acts of omission, commission and misconduct of forcefully entering the Vice-Chancellor office, interrupting the ongoing pre-screening meeting of the Screening Committee, bringing some media persons without the permission of the competent authority, making unsubstantiated allegations against your colleagues and the university authorities, and running a vilification campaign to malign colleague and the university administration on 24.04.2023 at CUH Transit Office, Gurugram, are making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed

S. Kumar

Teachers of the University) as made applicable to the employees of the CUH.

SKumar

ARTICLE OF CHARGE 7

Dr. Rajesh Kumar Malik, Professor, Department of Law at the Central University of Haryana, i.e. you have been found to be engaged in convening DRC (Departmental Research Committee) meeting without allowing the participation of other faculty members. Complaints have been received from the faculty members of Department of Law regarding the admissions process for the Ph.D. program, including which took place on September 11, 2023. It has been noted that Dr Rajesh Kumar Malik did not organize a virtual meeting nor shared the necessary link with the concerned teachers, which is deemed inappropriate. As a result of these omissions, misconduct, and actions taken without proper procedure, Dr. Rajesh Kumar Malik is subject to disciplinary action under Rule 14 of the CCS (CCA) Rules, 1965, and Ordinance V of the University, which pertains to the Conditions of Service for Appointed Teachers at the Central University of Haryana.



ARTICLE OF CHARGE-8

Dr. Rajesh Kumar Malik, Professor in the Department of Law, i.e. you have been found to be preventing LL.B. students and faculty members from using the Moot Court room located in the Department of Law of CUH. Additionally, you have threatened and falsely accused an innocent Ph.D. research scholar from the same department of breaking the lock on the Moot Court room.

Thus, for the aforesaid acts of omission, commission and misconduct, Dr. Rajesh Kumar Malik, Professor, Department of Law, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.



ARTICLE OF CHARGE 9

Dr. Rajesh Kumar Malik, Professor, Department of Law, CUH. i.e. you have been found in disobeying the directions of the competent authority which is insubordination. Despite various repeated requests since 11.03.2023 till date, Dr. Rajesh Kumar Malik, Professor, Department of Law, CUH. i.e. you have not uploaded the requisites publications on the 'Samarth Portal'. In response to the show-cause notice issued on 07.11.2024 regarding this matter, the reply submitted by you on 20.11.2024 was not found satisfactory. Till date no publications have been uploaded by Dr. Rajesh Kumar Malik, Professor, Department of Law i.e. you on the 'Samarth Portal' in compliance with the repeated directions of the competent authority. Thus, for the aforesaid acts of omission, commission and misconduct, Prof. Rajesh Kumar Malik, Department of Law, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.



Article of Charge 10

Dr.Rajesh Kumar Malik, Professor, Department of Law, i.e. you were appointed as a Professor in the University vide appointment letter in pursuance to the advertisement dated 06.07.2017. Clause 9 of the appointment letter mandates that: "You will be governed by the New Pension Scheme, as notified by the Government of India, Ministry of Finance, as amended from time to time." Dr.Rajesh Kumar Malik, Professor, Department of Law joined the service on 14.08.2018 and accepted all the terms and conditions mentioned in the offer of appointment. However, despite various letters/reminders issued from time to time including various opportunities, you have failed to open a Permanent Retirement Account Number (PRAN), rather you have refused to open the PRAN account. This is a clear insubordination of the directions issued by the competent authority. Thus, for the aforesaid acts of omission, commission and misconduct, Prof. Rajesh Kumar Malik, Department of Laws, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

SKumar

Article of Charge 11

Dr. Rajesh Kumar Malik, Professor, Department of Law, i.e. you have been found to be engaged in tendering a false affidavit to the Bar Council of India and illegally and unlawfully admitting students in LL.B. Programme in 2020 without approval from Bar Council of India which was mandatory and which contributed in bringing disrepute to the institution and putting academic life of the admitted students at peril.

Thus, for the aforesaid acts of omission, commission and misconduct, Dr. Rajesh Kumar Malik, Professor at Department of Laws, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

S Kumar

Article of Charge 12

Dr. Rajesh Kumar Malik, Professor, Department of Law, i.e. you have been found to be engaged in insubordination, indiscipline and hindrance to the Ambulance Service at the premises of the Central University of Haryana.

Thus, for the aforesaid acts of omission, commission and misconduct, Prof. Rajesh Kumar Malik, Department of Laws, CUH making himself for calling of disciplinary action against him under the provisions of Rule 14 of the CCS (CCA) Rules, 1965 and Ordinance V of the University (Conditions of Service of Appointed Teachers of the University) as made applicable to the employees of the CUH.

SKumar

To,

Dated: 02.05.2025

The In-Charge (Legal Cell),
Central University of Haryana,
Mahendergarh.

SUBJECT: Legal Opinion with regard to the request of withdrawal of resignation by Prof. Pawan Kumar Sharma.

Reference: Your letter No.CUH/2025/Legal/395 dated
02.05.2025.

Dear Sir,

I have gone through the email dated 02.05.2025 as well as the records of the case supplied by your goodself.

It is spelt out from the record that on 16.05.2023, Prof. Pawan Kumar Sharma joined the Central University of Haryana as a Professor in the Department of Chemistry while retaining his lien in the Kurukshetra University, Kurukshetra.

Upon the resignation dated 09.03.2025 submitted by Prof. Pawan Kumar Sharma, he was relieved from the Central University of Haryana after approval of the competent authority to enable him to join back his parent institution i.e. Kurukshetra University, Kurukshetra w.e.f. 17.03.2025 vide relieving order dated 17.03.2025. Thereafter he retired from

service on 31.03.2025 from the Kurukshetra University, Kurukshetra.

After retirement from the Kurukshetra University, Kurukshetra, he has joined the Central University of Haryana as Pro Vice Chancellor on 09.04.2025 and submitted the request dated 24.04.2025 for the withdrawal of his resignation dated 09.03.2025 from the post of Professor, Department of Chemistry.

The OM No.28035/2/2014-Estt.(A) dated 10.06.2019 issued by the Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training, Government of India has laid down the following conditions on which the appointing authority may permit a person to withdraw his resignation in the public interest:

“2. The appointing authority may permit a person to withdraw his resignation in the public interest on the following conditions namely:

(a) That the resignation was tendered by the Government Servant for some compelling reasons which did not involve only reflection on his integrity, efficiency, or conduct and the request for withdrawal of the resignation has been made as a result of a material

change in the circumstances which originally compelled him to tender the resignation;

(b) That during the period intervening between the date on which the resignation became effective and the date from which the request for withdrawal was made, the conduct of the person concerned was in no way improper;

(c) That the period of absence from duty between the date on which the resignation became effective and the date on which the person is allowed to resume duty as a result of permission to withdraw the resignation is not more than ninety days;

(d) That the post, which was vacated by the Government servant on the acceptance of his resignation or any other comparable post, is available.”

From a perusal of the OM dated 10.06.2019 it reveals that the request of the withdrawal of the resignation can be accepted (i) the resignation was made in compelling reasons which did not involve any reflection on his integrity, (ii) the conduct of the employee between the intervening period of resignation and request of the withdrawal of resignation should not be improper, (iii) the period from which the resignation became effective and the date of the resumption of services as a result of permission to withdraw the resignation is not more than

ninety days and (iv) availability of the post from which the person resigned or any other comparable post.

In view of the above, I am of the considered opinion that the withdrawal of the resignation of Prof. Pawan Kumar Sharma can be accepted by the competent authority of the University strictly subject to the aforementioned conditions laid down in the OM dated 10.06.2019 as apparently the compelling reason did not involve any reflection on his integrity and not has been brought to notice that his conduct was improper in the intervening period. Needless to state, the post held by the applicant should be still vacant as he has expressed his desire to teach the students. However, Prof. Pawan Kumar Sharma shall not be entitled for any service benefits of the intervening period i.e. from the date he has relieved from the University to the date of his joining post permission of the withdrawal of his resignation. The principle of "no work no pay" shall apply and the intervening period shall be treated as dies-non.

Opined accordingly.


(Puneet Gupta)
Advocate



हरियाणा केंद्रीय विश्वविद्यालय

(संसद के अधिनियम संख्या-25 (2009) के तहत स्थापित)

जांट-पाली, महेंद्रगढ़-123031 (हरियाणा)

CENTRAL UNIVERSITY OF HARYANA

(Established vide Act No. 25 (2009) of Parliament)

Jant-Pali, Mahendergarh-123031 (Haryana)

No: CUH/2025/Estt.Sec./T/215

Date: 17.03.2025

RELIEVING ORDER

Consequent upon the request made by Prof. Pawan Kumar Sharma, Professor, Department of Chemistry vide E-mail dated 09.03.2025 and with the approval of the Competent Authority, Prof. Pawan Kumar Sharma is hereby relieved w.e.f. from 17.03.2025 (FN) from the post of Professor, Department of Chemistry from this University to enable him to join back his parent department i.e. Kurukshetra University, Kurukshetra.

Assistant Registrar (Estt.)

To,

Prof. Pawan Kumar Sharma
Professor, Department of Chemistry
Central University of Haryana,
Jant-Pali, Mahendergarh

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

1. Finance Officer, CUH
2. Registrar, Kurukshetra University, Kurukshetra.
3. Vice-Chancellor Secretariat (for kind information of the Hon'ble Vice-Chancellor), CUH
4. Office of the Registrar (for kind information the Registrar), CUH
5. Assistant Registrar (Academic & Council Branch), CUH (for reporting to the next meeting of the Executive Council of the University)
6. System Analyst, CUH

Section Officer (Estt.)

प्राप्ति संख्या / Receipt No. 404
दिनांक / Date 24.04.2025 (T)
स्थापना शाखा / Establishment Branch

To

The Vice-Chancellor
Central University of Haryana, Mahendergarh

Subject: Withdrawal of Resignation from the post of Professor in Chemistry at Central University of Haryana, Mahendergarh.

Sir,

With due respect I wish to state that I joined Central University of Haryana (CUH) as Professor in the Department of Chemistry on May 16, 2023 after taking Extraordinary Leave (Without Pay) with Lien from Kurukshetra University, Kurukshetra (KUK). I was working with full dedication at CUH and was contributing to the progress of CUH in every role assigned to me by the competent authority. I was also working on State Level and National Level Committees in the field of Higher Education where I was bringing positive visibility to CUH. However, around mid-March, I came to know that I had to join back Kurukshetra University, Kurukshetra before my date of superannuation (17-03-2025) to get my retirement benefits. I apprehended that my retirement benefits may be curtailed in the event of my not joining back at KUK and I regarded retirement benefits as very important for me at this stage of life after working for 27 years at KUK. Due to this apprehension and understanding, I was compelled to resign from the post of Professor in Chemistry from Central University of Haryana, and I joined KUK on 17-03-2025.

Fortunately, I joined the Central University of Haryana as Pro-Vice-Chancellor on April 09, 2025. The students from the Department of Chemistry came to me and requested me to continue to teach them the 'Applications of Spectroscopy' course that I was teaching them before resigning from the CUH. I too like to teach the students with the purpose of making them critical thinkers and I am currently teaching them mostly the first class at 9 AM in the morning. Moreover, I have now retired from Kurukshetra University on March 31, 2025. The issue of retirement is also out of my way and I would like to teach and contribute as a Professor of Chemistry at the Central University of Haryana with the same dedication as I was working before my resignation. Accordingly, I would be highly grateful if I may be allowed to withdraw my resignation as Professor of Chemistry. Not only that I would be happy to teach, but CUH students will also get the benefit of my almost three decades of teaching and research experience.

In view of the above, it is humbly requested that I may be allowed to withdraw my resignation as Professor from the Department of Chemistry, CUH. I am sure I will not let suffer my responsibilities as Pro-Vice-Chancellor due to this withdrawal of resignation.

Thanking you,

Yours Sincerely,

Pawan Kumar Sharma
22/03/2025

Pawan Kumar Sharma

Pro-Vice-Chancellor

Ex-Professor, Department of Chemistry, CUH (Original Employee ID T-224)

AR/ent.) to put up on file with DPT rule in sec 4
cases

Tu
23/4/25

Skumar
24/4/2025

Pawan Kumar
24/4/25

Page 77

LDC

Refrik

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ent.

**Annexure-V**

Establishment CUH Non - Teaching <establishmentnonteaching@cuh.ac.in>

Approval of Minutes of Meeting

2 messages

Establishment CUH Non - Teaching <establishmentnonteaching@cuh.ac.in>

Wed, Apr 2, 2025 at 2:48 PM

To: Joint Registrar Admin <jradmin@curaj.ac.in>

Cc: Assistant Registrar Establishment <arestb@cuh.ac.in>

Sir,

The Final Minutes of Meeting of the committee constituted vide No: CUH/2025/Estt.Sec./68 dated 06.02.2025 are hereby submitted for kind perusal and consent from your side

सादर/ Regards,

स्थापना शाखा (शिक्षणेत्तर) / Establishment Branch (Non-Teaching)
हरियाणा केंद्रीय विश्वविद्यालय / Central University of Haryana
महेंद्रगढ़ -123031 (हरियाणा) /Mahendergarh-123031 (Haryana)
वेबसाइट / Website: www.cuh.ac.in

**Committe for Promotion of Drivers.pdf**

1363K

Joint Registrar Admin <jradmin@curaj.ac.in>

Wed, Apr 2, 2025 at 2:53 PM

To: Establishment CUH Non - Teaching <establishmentnonteaching@cuh.ac.in>

Dear Sir,

I convey my consent on the above Minutes of Meeting for consideration and further action.

With regards

Hari Singh Parihar
Joint Registrar
Central University of Rajasthan
[Quoted text hidden]



Establishment CUH Non - Teaching <establishmentnonteaching@cuh.ac.in>

Approval of Minutes of Meeting

Wed, Apr 2, 2025 at 2:53 PM

Joint Registrar Admin <jradmin@curaj.ac.in>

To: Establishment CUH Non - Teaching <establishmentnonteaching@cuh.ac.in>

Dear Sir,

I convey my consent on the above Minutes of Meeting for consideration and further action.

With regards

Hari Singh Parihar
Joint Registrar
Central University of Rajasthan
[Quoted text hidden]



हरियाणा केन्द्रीय विश्वविद्यालय

CENTRAL UNIVERSITY OF HARYANA

(संसद अधिनियम 25 (2009) के तहत स्थापित)

(Established vide Act No. 25 (2009) of Parliament)

गांव: जांट-पाली, जिला-महेन्द्रगढ़ (हरियाणा) . 123031

Village: Jant-Pali, Distt: Mahendragarh (Haryana)-123031

MINUTES OF THE MEETING

The Meeting of the Committee duly constituted by the Competent Authority to explore the possibilities to implement the promotion scheme of the DoPT for the Drivers of the University was held in the blended mode, at the Room No. 101, Establishment Branch, Central University of Haryana, on 25-03-2025 at 11:00 A.M. The following members were present:

- | | | |
|----|--|--------|
| 1. | Prof. Ajay Kumar Bansal
Department of Electrical Engineering
Central University of Haryana, Mahendergarh | Member |
| 2. | Prof. Phool Singh
Department of Applied Sciences and Humanities
Central University of Haryana, Mahendergarh | Member |
| 3. | Dr. Hari Singh Parihar
Joint Registrar,
Central University of Rajasthan | Member |
| 4. | Sh. Radhe Shyam Singh
Deputy Registrar
Central University of Haryana, Mahendergarh | Member |

Dr. Hari Singh Parihar attended the meeting via online mode.

The DoPT OM No. 35011/01/2022-Estt (D) dated 18.11.2022 regarding "Promotion scheme for staff car drivers" was placed before the Committee. The Committee observed that there are no promotion avenues available in the Existing CRR of the University for drivers except MACP scheme which is just a financial upgradation of 10, 20 and 30 years of service subject to fulfilling certain terms and conditions.

It is also observed that, UGC communicated DOPT OM for promotion of staff car drivers to universities for necessary actions from time to time. The Central universities like Central University of Rajasthan, Central University of Punjab etc. which were established by the same Act has also implemented promotion policy of staff car drivers as per DOPT OM issued from time to time.

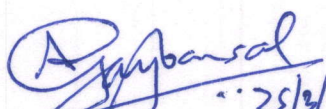
25/3/25

The University is also receiving grievances from existing drivers for promotion. Hence in view of above, the committee recommends that the Central University of Haryana may also consider above "promotion policy for staff car drivers" for University drivers, in the following manner:

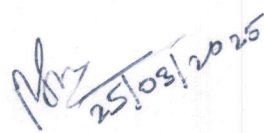
Sr. No.	Pay Level	Nomenclature
1	Pay Level-02	Staff Car Drivers Ordinary Grade
2	Pay Level-04	Staff Car Driver Grade-II
3	Pay Level-05	Staff Car Driver Grade-I

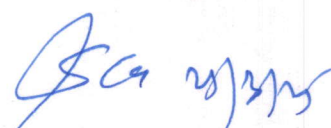
Also, the Committee recommended to introduce the aforesaid grades i.e., Staff Car Drivers Ordinary Grade, Staff Car Driver Grade-II, Staff Car Driver Grade-I. and distributed the present existing post in the three grades/ categories as 1,2 and 2 respectively.

The above policy may be implemented for University drivers after making necessary amendments in the existing CRR.


Prof. Ajay Kumar Bansal

Dr. Harj Singh Parihar


Prof. Phool Singh


Sh. Radhe Shyam Singh



हरियाणा केन्द्रीय विश्वविद्यालय CENTRAL UNIVERSITY OF HARYANA

(संसद अधिनियम 25 (2009) के तहत स्थापित)

(Established vide Act No. 25 (2009) of Parliament)

गांव: जांट-पाली, जिला-महेन्द्रगढ़ (हरियाणा) . 123031

Village: Jant-Pali, Distt: Mahendergarh (Haryana)-123031

Annexure-VI

MINUTES OF THE MEETING

A meeting of the Committee constituted to prepare the draft/background note on appointment of compassionate ground to a dependent family member of the regular employee, who died in service or who has retired on medical grounds in the Central University of Haryana vide Notification No. CUH/2024/Reg.off/1561 dated 06.03.2024, was held on 13-11-2024 at 03:00 pm, in the Establishment Branch, Central University of Haryana, Mahendergarh.

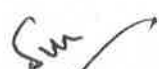
The following members were present:

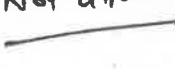
1.	Prof. Sanjiv Kumar Department of English & Foreign Languages Central University of Haryana, Mahendergarh	- Member
2.	Prof. Antresh Kumar Department of Biochemistry Central University of Haryana, Mahendergarh	- Member
3.	Dr. Pardeep Singh Department of Law Central University of Haryana, Mahendergarh	- Member
4.	Sh. Radhe Shyam Singh Assistant Registrar, Establishment Central University of Haryana, Mahendergarh	- Member

The Committee perused and examined the Master circular on Scheme of Compassionate Appointment, as amended from time to time, issued vide Letter F.No. 14014/1/2022-Estt,(D) dated 02.08.2022 by the Ministry of Personnel, Public Grievance and Pensions, Department of Personnel and Training, Government of India.

The Committee after due deliberation, the Committee prepared the draft/ background note on appointment of compassionate ground to a dependent family member of the regular employee, who died in service or who has retired on medical grounds in the Central University of Haryana and the same is attached herewith.

The proceedings of the Committee may be submitted for consideration of the Hon'ble Vice-Chancellor and the concerned Branch to ensure placing it before the appropriate authorities as per the provisions of the Central University of Haryana.


(Prof. Sanjiv Kumar)

Not attended

(Prof. Antresh Kumar)


(Dr. Pardeep Singh)


(Sh. Radhe Shyam Singh)



हरियाणा केंद्रीय विश्वविद्यालय
(संसद के अधिनियम 25 (2009) के तहत स्थापित)
महेन्द्रगढ़ (हरियाणा) भारत - 123031
नेक द्वारा 'ए' ग्रेड प्राप्त विश्वविद्यालय

Central University of Haryana
(Established vide Act No. 25 (2009) of Parliament)
Mahendergarh (Haryana), India - 123031
NAAC ACCREDITED 'A' GRADE UNIVERSITY

Achieving Through Believing

क्रमांक / No. CUH/2024/Reg. off/1561

दिनांक / Date: 06/03/2024

अधिसूचना/Notification

सक्षम प्राधिकारी के अनुमोदन से, नियमित कर्मचारी के आश्रित परिवार के सदस्य को अनुकंपा के आधार पर नियुक्ति, जो नौकरी के दौरान मर गए या जो हरियाणा केंद्रीय विश्वविद्यालय में चिकित्सा आधार पर सेवानिवृत्त हुआ है इस पर मसौदा पृष्ठभूमि नोट तैयार करने के लिए निम्नलिखित समिति का गठन किया गया है:

With the approval of the Competent Authority, the following committee has been constituted to prepare the draft/background note on appointment of compassionate ground to a dependent family member of the regular employee, who died in service or who has retired on medical grounds in the Central University of Haryana:

1	Prof. Sanjiv Department of English & Foreign Languages	Chairperson
2	Dr. Pardeep Singh Department of Law	Member
3	Prof. Antresh Kumar Department of Biochemistry	Member
4	Assistant Registrar Establishment Section	Member

SKumar
6/3/2024
कुलसचिव (प्रभारी)/Registrar(I/C)

उपरोक्त की प्रति निम्नलिखित को सूचना एवं आवश्यक कार्यवाही हेतु अग्रेषित की जाती है:

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

- कुलपति सचिवालय (माननीय कुलपति प्रमोद के सूचनार्थ), हरियाणा केंद्रीय विश्वविद्यालय, महेन्द्रगढ़
Vice-Chancellor's Secretariat (for information of the Hon'ble Vice-Chancellor), Central University of Haryana, Mahendergarh
संबंधित समिति के सदस्य को सूचना के लिए सूचित किया जाता है।
Concerned Committee Members, Central University of Haryana, Mahendergarh



हरीयाणा केंद्रीय विश्वविद्यालय CENTRAL UNIVERSITY OF HARYANA

(NAAC ACCREDITED 'A' GRADE UNIVERSITY)

SCHEME FOR COMPASSIONATE APPOINTMENT

The Central University of Haryana, located in Jant-Pali, Mahendergarh, Haryana has established its policy for Compassionate Appointments in accordance with the Office Memorandum F.No. 14014/1/2022-Estt. (D) dated August 2, 2022 issued by the Department of Personnel and Training (DOPT), Ministry of Personnel, Public Grievances and Pensions, Government of India. This policy incorporates some marginal modifications to better align with the specific needs and context of the University Employees.

1. OBJECT

The object of the Scheme is to grant appointment on compassionate grounds to a dependent family member of regular employee of the Central University of Haryana dying in harness or who is retired on medical grounds, thereby leaving his family in penury and without any means of livelihood, to relieve the family of the University Employee (Regular) concerned from financial destitution and to help it get over the emergency. By offering this support, the Scheme seeks to help families navigate the crisis and restore their financial stability in the wake of their loss.

[Para 1 of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

2. TO WHOM APPLICABLE

To a dependent family member of a regular employee of the Central University of Haryana who-

- (a) dies while in service (including death by suicide); or
- (b) is retired on medical grounds under Rule 2 of the CCS (Medical Examination) Rules 1957 or the corresponding provision in the Central Civil Service Regulations before attaining the age of 55 years (57 years for erstwhile Group 'D' Employees); or

- (c) is retired on medical grounds under Rule 38 of the CCS(Pension) Rules, 1972 or the corresponding provision in the Central Civil Service Regulations before attaining the age of 55 years (57 years for erstwhile Group 'D' Employees).

Note-I “Dependent Family Member” means

- (a) Spouse; or
 - (b) son (including adopted son); or
 - (a) daughter (including adopted daughter); or
 - (b) brother or sister in the case of unmarried University Employee
- who was wholly dependent on the University Employee at the time of his/her death in harness or retirement on medical ground, as the case may be.

Note-II “University Employee” for the purpose of these instructions means a University Employee appointed on regular basis and not one working on daily wage or casual or apprentice or ad-hoc or on contract or re-employment basis.

Note-III “Service” includes extension in service (but not re-employment) after attaining the normal age of retirement in civil post.

Note-IV “Re-employment” does not include employment of ex-serviceman before the normal age of retirement in a civil post.

[Para 2 of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

3. **AUTHORITY COMPETENT TO MAKE COMPASSIONATE APPOINTMENT**

The Appointing Authority of Group C Employees of University based on the recommendations made by a three-member Committee constituted

[as mentioned at Clause-14 (viii)] for the purpose and with due approval of the Vice-Chancellor/Executive Council.

4. **POSTS TO WHICH SUCH APPOINTMENTS CAN BE MADE**

Group 'C' posts against the direct recruitment quota.

[Para 4 of [DOPT O.M. No. 14014/02/2012-Estt. \(D\) dated 16.01.2013](#)]

5. **ELIGIBILITY**

- (a) The family is indigent and deserves immediate assistance for relief from financial destitution; and
- (b) Applicant for compassionate appointment should be eligible and suitable for the post in all respects under the provisions of the relevant Recruitment Rules.

[Para 5 of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

6. **EXEMPTION**

Compassionate appointments are exempted from observance of the Recruitment Procedure.

7. **RELAXATIONS**

(a) **Age Limit**

Upper age limit could be relaxed wherever found to be necessary. The lower age limit should, however, in no case be relaxed below 18 Years of age.

Note-I- Age eligibility shall be determined with reference to the date of application and not the date of appointment.

Note-II- Authority Competent to take a final decision for making compassionate appointment in a case shall be competent to grant relaxation of upper age limit also for making such appointment.

[Para 6 B of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

(b) Minimum Qualification

The University may consider recruiting persons not immediately meeting the minimum educational standards. The University may engage them as trainees who will be given the regular pay bands and grade pay only on acquiring the minimum qualification prescribed under the recruitment rules. The emoluments of these trainees, during the period of their training and before they are absorbed in the University as employees, will be equal to the lowest/first cell (minimum) of Pay Level-1 Rs. 18,000-56,900 (pre-revised -1S pay band). In addition, they will be granted all applicable Allowances, like Dearness Allowances, House Rent Allowances and Transport Allowances at the admissible rates. The same shall be calculated on the minimum of Pay Level-1. The period spent in Pay Level-1 by the future recruits will not be counted as service for any purpose as their regular service will start only after they are appointed in the Group 'C' post after acquiring minimum educational qualifications. The pay of those governed by the 1S scale under 6th CPC Pay Rules may be revised by using the Fitment Factor of 2.57 for placement in Level-1 in conformity with the Rule 7 of the CCS (RP) Rules, 2016. All pre-revised pay stages lower than pre-revised pay of Rs.7,000 in the pre-revised scale shall not be considered for determining the benefit of bunching, on the same lines as has been clarified by Department of Expenditure's O.M dated 03.08.2017 on application of the benefit on account of bunching. This will be effective from 01.01.2016.

*[Para 1 of [O.M. No.14014/2/2009-Estt.\(D\) dated 11.12.2009](#) and
Para 2 of [O.M. No.14014/2/2009-Estt.\(D\) dated 09.10.2017](#)]*

(c) Exemption from passing Typing Test for LDC (Lower Division Clerk)

In the matter of exemption from the requirement of passing the typing test, those appointed on compassionate grounds to the post of Lower Division Clerk will clear typing test in six months times, extendable upto maximum of two years with the permission of the Competent Authority.

No increment will be given unless he/she clears the typing test. Standard Typing Speed will be followed.

(d) Educational Qualifications of Widow

In case of appointment of a widow not fulfilling the requirement of educational qualification, against the post of MULTI TASKING STAFF, she will be placed in minimum of Pay Level-1 directly without insisting on fulfillment of educational qualification norms, provided the appointing authority is satisfied that the duties of the post against which she is being appointed can be performed with help of some on-the-job training. This dispensation is to be allowed for appointment on compassionate ground against the post of MULTI TASKING STAFF only.

[Para 2 of [O.M. No.14014/2/2009-Estt. \(D\) dated 03.04.2012](#)]

8. DETERMINATION/AVAILABILITY OF VACANCIES

- a. Appointment on compassionate grounds should be made only on regular basis and that too only if regular vacancies meant for that purpose are available.
- b. Compassionate appointments can be made upto a maximum of 5% of vacancies falling under direct recruitment quota in any Group 'C' post. The appointing authority may hold back upto 5% of vacancies in the aforesaid categories to be filled by direct recruitment or otherwise so as to fill such vacancies by appointment on compassionate grounds. A person selected for appointment on compassionate grounds should be adjusted in the recruitment roster against the appropriate category viz SC/ST/OBC/General depending upon the category to which she/he belongs. For example, if she/he belongs to SC category, she/he will be adjusted against the SC reservation point, if she/he is ST/OBC, she/he will be adjusted against ST/OBC point and if she/he belongs to General category, she/he will be adjusted against the vacancy point meant for General category.

- c. While the ceiling of 5% for making compassionate appointment against regular vacancies should not be circumvented by making appointment of dependent family member of University Employee on casual/daily wage/ad-hoc/contract basis against regular vacancies, there is no bar to considering her/him for such appointment if she/he is eligible as per the normal rules/orders governing such appointments
- d. The ceiling of 5% of direct recruitment vacancies for making compassionate appointment should not be exceeded by utilising any other vacancy e.g. sports quota vacancy.

[Para 7 of [O.M. No.14014/02/2012-Estt. \(D\) dated 16.01.2013](#)]

- e. The Committee constituted for considering a request for appointment on compassionate grounds should limit its recommendation to appointment on compassionate grounds only in a really deserving case and only if vacancy meant for appointment on compassionate grounds are available within a year in the University that too within the ceiling of 5% of vacancies falling under DR quota in Group 'C' posts.

[Para 1 of [O.M.No.14014/18/2000-Estt.\(D\) dated 22.06.2001](#)]

- f. Calculation of vacancies by grouping of posts- Grouping of various posts in Group-C for the purpose of calculation of vacancies for appointment on compassionate ground is allowed. Consequently, Group-C posts in which there are less than 20 direct recruitment vacancies in a recruitment year may be grouped together and out of the total number of vacancies, 5% may be filled on compassionate grounds subject to the condition that appointment on compassionate grounds in any such post should not exceed one. For the purpose of calculation of vacancies for compassionate appointment, fraction of a vacancy either half or exceeding half but less than one may be taken as one vacancy.

[Para 2 and 3 of [O.M. No. 14014/24/1999-Estt.\(D\) dated 28.12.1999](#)]

- g. Liberalized method of calculation of vacancies - The University may apply a more liberalized method of calculation of vacancies under 5%

quota for compassionate appointment. The University, for the purpose of these instructions, is defined as an organization where no vacancy for compassionate appointment could be located under 5% quota for the last 3 years. The University may add up the total of DR vacancies in Group 'C' and erstwhile Group 'D' posts (excluding technical posts) arising in each year for 3 or more preceding years and calculate 5% of vacancies with reference to the grand total of vacancies of such years, for locating one vacancy for compassionate appointment. This is subject to the condition that no compassionate appointment was/has been made by the University during 3 years or number of years taken over and above 3 years for locating one vacancy under 5% quota.

[Para 4 of [O.M. No. 14014/3/2005-Estt.\(D\) dated 09.10.2006](#)]

- h. The compassionate appointment can also be made against technical 'posts' at Group 'C' and erstwhile Group 'D' level. The 5% quota of vacancies will be calculated on the basis of total DR vacancies arising in a year in the technical posts.

[Para 2 of [O.M. No. 14014/3/2005-Estt\(D\) dated 19.01.2007](#)]

9. **TIME LIMIT FOR CONSIDERING APPLICATIONS FOR COMPASSIONATE APPOINTMENT:**

Any application for compassionate appointment is to be considered without any time limit and decision taken on merit i.e. Point Based Criteria for considering and recommending for appointment on compassionate ground in each case. All cases of Compassionate Appointment will be kept in order of merit (Point Based Criteria) and year of Death of the deceased employee for consideration subject to availability of posts in future.

10. **BELATED REQUESTS FOR COMPASSIONATE APPOINTMENT**

- (a) Request for compassionate appointment even where the death or retirement on medical grounds of a University employee took place long back, say five years or so, can be considered. While considering such

belated requests, it should, however, be kept in view that the concept of compassionate appointment is largely related to the need for immediate assistance to the family of the University Employee in order to relieve it from economic distress. The very fact that the family has been able to manage somehow all these years should normally be taken as adequate proof that the family had some dependable means of subsistence. Therefore, examination of such cases would call for a great deal of circumspection. The decision to make appointment on compassionate grounds in such cases may, therefore, be taken only at the level of a Committee constituted in this regard.

- (b) Whether a request for compassionate appointment is belated or not may be decided with reference to the date of death or retirement on medical ground of a University Employee and not the age of the applicant at the time of consideration.
- (c) The onus of examining the penurious condition of the dependent family will rest with the authority making compassionate appointment.

[Para 9 of [O.M. No.14014/02/2012-Estt. \(D\) dated 16.01.2013](#) and
Para 4 of [O.M No.14014/3/2011-Estt.\(D\) dated 26.07.2012](#)]

11. **WIDOW APPOINTED ON COMPASSIONATE GROUNDS GETTING REMARRIED**

A widow appointed on compassionate grounds will be allowed to continue in service even after re-marriage.

[Para 9 of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

12. **WHERE THERE IS AN EARNING MEMBER**

- (a) In deserving cases even where there is already an earning member in the family, a dependent family member may be considered for compassionate appointment with prior approval of the Vice-Chancellor concerned who, before approving such appointment, will satisfy himself that grant of compassionate appointment is justified having regard to

number of dependents, assets and liabilities left by the University Employee, income of the earning member as also his liabilities including the fact that the earning member is residing with the family of the University Employee and whether he should not be a source of support to other members of the family.

- (b) In cases where any member of the family of the deceased or medically retired University Employee is already in employment and is not supporting the other members of the family of the University Employee, extreme caution has to be observed in ascertaining the economic distress of the members of the family of the University Employee so that the facility of appointment on compassionate ground is not circumvented and misused by putting forward the ground that the member of the family already employed is not supporting the family.

[Para 10 of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

13. MISSING UNIVERSITY EMPLOYEE

Cases of missing University Employee are also covered under the scheme for compassionate appointment subject to the following conditions: -

- (a) A request to grant the benefit of compassionate appointment can be considered only after a lapse of at least 2 years from the date from which the University Employee has been missing, provided that:
- (i) an FIR to this effect has been lodged with the Police,
 - (ii) the missing person is not traceable, and
 - (iii) the Competent Authority feels that the case is genuine;
- (b) This benefit will not be applicable to the case of a University Employee:
- (i) who had less than two years to retire on the date from which he has been missing; or
 - (ii) who is suspected to have committed fraud, or suspected to have joined any terrorist organisation or suspected to have gone abroad.

- (c) Compassionate appointment in the case of a missing University Employee also would not be a matter of right as in the case of others and it will be subject to fulfillment of all the conditions, including the availability of vacancy, laid down for such appointment under the scheme;
- (d) While considering such a request, the results of the Police investigation should also be taken into account; and
- (e) A decision on any such request for compassionate appointment should be taken only at the level of the Vice-Chancellor.

14. **PROCEDURE**

- (a) The nominated Welfare Officer or a Senior officer may be deputed to meet the family members of the deceased University Employee and apprise them of the terminal benefits available to the family. This may be done at the earliest possible, preferably, within 30 days of death.
- (b) In case it is observed by the nominated Welfare Officer/Senior Officer that the condition of the family of the deceased University Employee is indigent, the family should also be apprised of the scheme for compassionate appointment.
- (c) In such cases, the nominated Welfare Officer/Senior Officer would assist the family member of the deceased University Employee in applying for appointment on compassionate grounds. The application should be made in the format prescribed as in **Annexure-I**. All assistance should be extended to enable such family member to fill the Application Form for compassionate appointment. The applicant should be advised in person about the requirements and formalities to be completed by him/her. The Applicant should also be given detailed information of the posts to which they can apply.
- (d) The Administration shall satisfy itself regarding the correctness of the details entered in the application form and family income and other details computed for processing the application. During scrutiny, if any

additional details or information, having a bearing on the case, emerge, the same should be added as supplementary note to the application.

- (e) Every application found to be in order, should be acknowledged by assigning a unique registration number. All pending applications should also be assigned unique registration number. This may be done within 2 to 3 weeks of time. Once a unique registration number has been assigned to an application, the applicant, including those whose applications are pending, may be informed through email or other forms of communication (including digital modes of communication) of their Unique Application Registration Number.
- (f) While informing the applicants of the registration number of their application, they may also be informed of the number of vacancies likely to be available to be filled on compassionate grounds. They may also be provided with a copy of the point based merit system.
- (g) To consider the various applications and to recommend individual applicant for grant of compassionate appointment, a Committee, comprising three members (one Chairman and two Members), may be constituted. The Committee may be chaired by an Officer not below the rank of Registrar or Officers of equivalent rank in the University. The following will be composition of the Committee:
 - 1. Registrar / Officers of equivalent or higher rank to the Registrar-Chairperson
 - 2. Nominated Welfare Officer or Other Senior Officer -Member
 - 3. Joint Registrar (Estt.)/ Deputy Registrar (Estt.) / Assistant Registrar (Estt.)-Convener
- (h) The Committee may preferably meet once in a year, to consider all fresh requests received in the last calendar year, in addition to pending applications. In case large number of applications are received during the calendar year, the Committee may meet twice or more to consider the applications.

- (i) Prior to every meeting of the Committee, the applicants whose applications are being considered, should be informed, through email or other forms of communication (including digital modes of communication), of the number of vacancies in each grade for which they are being considered as also the date the Committee is due to meet to consider their application. However, the applicant(s) would not be required to have any personal interaction, either with the administration or the Committee and that the applicants may not be asked to be present during the meeting of the Committee.
- (j) Every valid application shall be assessed strictly on the basis of the point based merit system formulated/adopted by the University.
- (k) The Committee should make its recommendation for appointment on compassionate ground as per the total points obtained by each applicant, under the applicable point based merit system.
- (l) The result of each round of selection should be communicated to the applicants. The points awarded against each parameter alongwith total merit points earned, should be provided to the applicants through email or other forms of communication.
- (m) The minutes of each meeting of the Committee including the merit points earned by each applicant should also be placed, within a period of three weeks from the date of meeting of the Committee, in public domain, on the website of the University for Information of all concerned.
- (n) Recommendations of the Committee should be placed before the Competent Authority for consideration and approval. If the Competent Authority disagrees with the recommendations of the Committee, the case may be referred to the next higher authority for a decision.

[\[O.M No.43019/9/2019-Estt.\(D\) dated 23.08.2021\]](#)

15. **UNDERTAKING FOR MAINTENANCE OF THE FAMILY OF THE DECEASED EMPLOYEE**

A person appointed on compassionate grounds under the scheme should give an undertaking in writing (as in Annexure-I) that he/she will maintain the other family members who were dependent on the University Employee in question, properly and in case it is proved subsequently (at any time) that the family members are being neglected or are not being maintained properly by him/her, his/her appointment may be terminated forthwith. It has been decided that it should be incorporated as one of the additional conditions in the offer of appointment applicable only in the case of appointment on compassionate grounds.

[Para 1 of [O.M No.14014/ 16/ 1999-Estt.\(D\) dated 20.12.1999](#)]

16. **POINT BASED MERIT CRITERIA**

- (a) The point criteria to be followed for considering and recommending the cases for appointment on compassionate grounds covering various attributes/parameters viz. (i) monthly family pension (ii) terminal benefits (DCRG, GPF, Leave Encashment, DGEGIS, pension commutation etc.) (iii) monthly income of earning members of the family or income from property (iv) immovable property in the name of the govt. servant or any of his dependent (v) no of dependents (vi) no of unmarried/divorce daughters (vii) no of minor children (viii) remaining service of the deceased govt. servant and (ix) applicant being physically handicapped/disabled dependent daughter(s), Physically/Mentally Challenged and Chronic disease case (x) Liabilities i.e. bank loan, borrowings etc.
- (b) The details of the Relative Merit Point Assessment on 100 Point Scale for compassionate appointment is given in [OM No.-12012/01/2021-Ad.I-dated 6th April, 2022](#), issued by Cabinet Secretariat, Rastrapati Bhavan.

- (c) The Proforma as in [OM No.-12012/01/2021-Ad.I-dated 6th April, 2022](#) issued by Cabinet Secretariat, Rastrapati Bhavan may be used by Committee for ascertaining necessary information and processing the cases of compassionate appointment.
- (d) An application for appointment on compassionate grounds should be considered in the light of the University Policy and instructions issued from time to time by the Department of Personnel and Training (Establishment Division) on the subject by a committee constituted for the purpose. The applicant may also be granted personal hearing by the Committee, if necessary, for better appreciation of the facts of the case.
- (e) Recommendation of the Committee should be placed before the Appointing Authority of Group C for decision.
- (f) While applying point based merit scheme, as mentioned in [OM No.-12012/01/2021-Ad.I-dated 6th April, 2022](#), if situation arises that some candidates secure equal marks in merit and cadre controlling authority is unable to decide the merit of such candidates, in such cases the tie-breaking factor can be income available per dependent i.e. total of first three financial parameter prescribed in [OM No.-12012/01/2021-Ad.I-dated 6th April, 2022](#) (pension annualized), total terminal benefits and income of earning members and income from property) divided by total number of dependents. The lesser the per dependent available income, the higher the rank amongst the applicants whose scores had a tie.
- (g) In case of tie even after applying the factor of per dependent available income, then the left over service of University Employee may be taken into account.

17. REQUEST FOR CHANGE IN POST/PERSON

When a person has been appointed on compassionate grounds to a particular post, the set of circumstances, which led to such appointment, should be deemed to have ceased to exist. Therefore, -

- (a) he/she should strive in his/her career like his/her colleagues for future advancement and any request for appointment to any higher post on considerations of compassion should invariably be rejected.
- (b) an appointment made on compassionate grounds cannot be transferred to any other person and any request for the same on considerations of compassion should invariably be rejected.

[Para 14 of [DOPT O.M. No. 14014/6/94-Estt. \(D\) dated 09.10.1998](#)]

18. **SENIORITY**

A person appointed on compassionate ground in a particular year may be placed at the bottom of all the candidates recruited/appointed through direct recruitment, promotion etc. in that year and seniority will be governed as per Cadre Recruitment Rules/Rules for Seniority.

19. **TERMINATION OF SERVICE**

The compassionate appointments can be terminated on the ground of noncompliance of any condition stated in the offer of appointment after providing an opportunity to the compassionate appointee by way of issue of show cause notice asking him/her to explain why his/her services should not be terminated for non-compliance of the condition(s) in the offer of appointment and it is not necessary to follow the procedure prescribed in the Disciplinary Rules/Temporary Service Rules for his purpose.

In order to check its misuse, it has also been decided that this power of termination of services for non-compliance of the condition(s) in the offer of compassionate appointment should vest only with the Disciplinary Authority as per [Ordinance-V \(B\)](#).

20. **GENERAL GUIDELINES**

- (a) Appointments made on grounds of compassion should be done in such a way that persons appointed to the post do have the essential

educational and technical qualifications and experience required for the post consistent with the requirement of maintenance of efficiency of administration.

- (b) It is not the intention to restrict employment of a family member of the deceased or medically retired (erstwhile) Group 'D' University Employee to a erstwhile Group 'D' post only. As such, a family member of such erstwhile Group 'D' University Employee can be appointed to a Group 'C' post for which he/she is educationally qualified, provided a vacancy in Group 'C' post exists for this purpose.
- (c) An application for compassionate appointment should, however, not be rejected merely on the ground that the family of the University Employee has received the benefits under the various welfare schemes while considering a request for appointment on compassionate ground balanced and objective assessment of the financial condition of the family has to be made taking into account its assets and liabilities (including the benefits received under the various welfare schemes mentioned above) and all other relevant factors such as the presence of an earning member, size of the family, ages of the children and the essential needs of the family, etc.
- (d) Requests for compassionate appointment consequent on death or retirement on medical grounds of erstwhile Group 'D' Staff may be considered with greater sympathy by applying relaxed standards depending on the facts and circumstances of the case.
- (e) Any request to increase the upper age-limit of 55 years for retirement on medical grounds prescribed in para 2(A) (b) and above in respect of Group 'A'/'B'/'C' University Employees and to bring it at par with the upper age-limit of 57 years prescribed therein for erstwhile Group 'D' University Employees on the ground that the age of retirement has recently (May, 1998) been raised from 58 years to 60 years for Group 'A'/'B'/'C' University Employees (which is at par with the age of retirement of 60 years applicable to erstwhile Group 'D' University Employees) or on any other ground should invariably be rejected so as

to ensure that the benefit of compassionate appointment available under the scheme is not misused by seeking retirement on medical grounds at the fag end of one's career and also keeping in view the fact that the higher upper age-limit of 57 years has been prescribed therein for erstwhile Group 'D' University Employees for the reason that they are low paid University Employees who get meagre invalid pension in comparison to others.

[Para 18 of [O.M. No. 14014/02/2012-Estt\(D\) dated 16.01.2013](#)]

21. **IMPORTANT COURT JUDGEMENTS**

The ruling contained in the following judgements may also be kept in view while considering cases of compassionate appointment: -

- (a) The Supreme Court in its judgement dated April 8, 1993 in the case of Auditor General of India and others vs. G. Ananta Rajeswara Rao [(1994) 1 SCC 192] has held that appointment on grounds of descent clearly violates Article 16(2) of the Constitution; but if the appointment is confined to the son or daughter or widow of the University Employee who died in harness and who needs immediate appointment on grounds of immediate need of assistance in the event of there being no other earning member in the family to supplement the loss of income from the bread winner to relieve the economic distress of the members of the family, it is unexceptionable.
- (b) The Supreme Court's judgement dated May 4, 1994 in the case of Umesh Kumar Nagpal vs. State of Haryana and others [JT 1994(3) S.C. 525] has laid down the following important principles in this regard:
 - (i) Only dependents of an employee dying in harness leaving his family in penury and without any means of livelihood can be appointed on compassionate ground.
 - (ii) The posts in Group 'C' and 'D' (formerly Class III and IV) are the lowest posts in non-manual and manual categories and hence they alone can be offered on compassionate grounds and no other post

i.e. in the Group 'A' or Group 'B' category is expected or required to be given for this purpose as it is legally impermissible.

- (iii) The whole object of granting compassionate appointment is to enable the family to tide over the sudden crisis and to relieve the family of the deceased from financial destitution and to help it get over the emergency.
 - (iv) Offering compassionate appointment as a matter of course irrespective of the financial condition of the family of the deceased or medically retired University Employee is legally impermissible.
 - (v) Neither the qualifications of the applicant (dependent family member) nor the post held by the deceased or medically retired University Employee is relevant. If the applicant finds it below his dignity to accept the post offered, he is free not to do so. The post is not offered to cater to his status but to see the family through the economic calamity.
 - (vi) Compassionate appointment cannot be granted after lapse of a reasonable period and it is not a vested right which can be exercised at any time in future.
 - (vii) Compassionate appointment cannot be offered by an individual functionary on an ad-hoc basis.
- (c) The Supreme Court has held in its judgement dated February 28, 1995 in the case of the Life Insurance Corporation of India vs. Mrs Asha Ramchandra Ambekar and others [JT 1994(2) S.C. 183] that the High Courts and Administrative Tribunals cannot give direction for appointment of a person on compassionate grounds but can merely direct consideration of the claim for such an appointment.
- (d) The Supreme Court has ruled in the cases of Himachal Road Transport Corporation vs. Dinesh Kumar [JT 1996 (5) S.C. 319] on May 7, 1996 and Hindustan Aeronautics Limited vs. Smt A. Radhika Thirumalai [JT 1996 S.C. 197] on October 9, 1996 that appointment on compassionate grounds can be made only if a vacancy is available for that purpose.

- (e) The Supreme Court has held in its judgement in the case of State of Haryana and others vs. Rani Devi and others [JT 1996(6) S.C. 646] on July 15, 1996 that if the scheme regarding appointment on compassionate ground is extended to all sorts of casual, ad-hoc employees including those who are working as Apprentices, then such scheme cannot be justified on Constitutional grounds.
- (f) The Hon'ble Supreme Court in its judgment dated 05.04.2011 in Civil Appeal No. 2206 of 2006 filed by Local Administration Department vs. M. Selvanayagam @ Kumaravelu has observed that "an appointment made many years after the death of the employee or without due consideration of the financial resources available to his/her dependents and the financial deprivation caused to the dependents as a result of his death, simply because the claimant happened to be one of the dependents of the deceased employee would be directly in conflict with Articles 14 & 16 of the Constitution and hence, quite bad and illegal. In dealing with cases of compassionate appointment, it is imperative to keep this vital aspect in mind"

[Para 19 of [O.M. No. 14014/02/2012-Estt\(D\) dated 16.01.2013](#) and Para 1 of [O.M. No. 14014/3/2011-Estt.\(D\) dated 26.07.2012](#)]

22. Notwithstanding anything stated in this Policy, for any unforeseen issue arising, and not covered by this Policy, or in the event of difference in interpretation, the matter may be referred to the Executive Council for appropriate decision.

ANNEXURE-I

PROFORMA REGARDING EMPLOYMENT OF DEPENDENTS OF UNIVERSITY EMPLOYEE DYING WHILE IN SERVICE/RETIRED ON INVALID PENSION

PART-A

- I. a. Name of the University Employee (Deceased/retired on medical ground) :
- b. Designation of the University Employee :
- c. Whether it is MTS or other (erstwhile Group-D) or Not :
- d. Date of Birth of the University Employee :
- e. Date of death/retirement on medical ground :
- f. Total length of service rendered :
- g. Whether permanent or temporary :
- h. Whether belonging to SC/ST/OBC :
- II. (a) Name of the candidate for appointment :
- (b) His/Her relationship with the University Employee :
- (c) Date of Birth :
- (d) Educational Qualifications :
- (e) Whether any other dependent family member has been appointed on Compassionate grounds :
- III. Particulars of total assets left including amount of :
- (a) Family Pension :
- (b) D.C.R. Gratuity :
- (c) G.P.F. Balance :
- (d) Life Insurance Policies (Including Postal Life Insurance) :
- (e) Moveable and Immovable properties & annual income earned therefrom by the family :
- (f) C.G.E. Insurance amount :
- (g) Encashment of leave :
- (h) Any other assets :
- Total** :
- IV. Brief particular of liabilities, if any :

V. Particulars of all dependent family members of the University Employee (if some are employed, their income and whether they are living together or separately) :

Sr. No.	Name(s)	Relationship with Govt. servant	Age	Address	Employed or not if employed particulars of employment and emoluments

VI. Declaration/Undertaking

1. I hereby declare that the facts given by me above are, to the best of my knowledge, correct. If any of the facts herein mentioned are found to be incorrect or false at a future date, my services may be terminated.
2. I hereby also declare that I shall maintain properly the other family members who were dependent on the University Employee mentioned against 1(a) of Part-A of this form and in case it is proved at any time that the said family members are being neglected or not being properly maintained by me, my appointment may be terminated

Date:

Signature of the candidate

Name :

Address :

.....

Mobile :

Email ID :

PART-B

(TO BE FILLED BY OFFICE IN WHICH EMPLOYMENT IS PROPOSED)

- I. a. Name of the candidate for Appointment :
- b. His/Her relationship with the University Employee :
- c. Age (date of birth), education qualification and experience, if any :
- d. Post (Group C) which employment is Proposed :
- e. Whether there is vacancy in that post within the ceiling of 5% prescribed under the scheme of compassionate appointment :
- f. Whether the post to be filled is included in the Central Secretariat Clerical Service or not :
- g. Whether the relevant Recruitment Rules provide for direct recruitment :
- h. Whether the candidate fulfils the requirements of the Recruitment Rules for the post :
- i. Apart from waiver of observance of the Recruitment Procedure what other relaxation are to be given :
- II. Whether the facts mentioned in Part-A have been verified by the Office and if so, indicate the records :
- III. If the University Employee died/retired on medical grounds more than 5 years back, why the case was not sponsored earlier :
- IV. Personal recommendation of the Head of the Department (With his signature and office Stamp/seal) :



हरियाणा केंद्रीय विश्वविद्यालय

CENTRAL UNIVERSITY OF HARYANA

(संसद अधिनियम 25 (2009) के तहत स्थापित)

(Established vide Act No. 25 (2009) of Parliament)

गांव: जांट-पाली, जिला-महेन्द्रगढ़ (हरियाणा)-123031

Village: Jant-Pali, Distt: Mahendergarh (Haryana)-123031

MINUTES OF THE MEETING

A meeting of the Committee constituted to consider the matter regarding counting of Post-Doctoral Research experience as Past-Service under CAS based promotion was held on 03.05.2024 at 10.00 A.M in the Administrative Block, CUH. The following members were present in the Meeting:

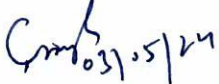
- 1) **Prof. Surender Singh**, Professor
Department of Microbiology, Central University of Haryana
- 2) **Prof. A.K. Yadav**, Professor
Department of Mathematics, Central University of Haryana
- 3) **Prof. Pawan Kumar Maurya**, Professor
Department of Biochemistry, Central University of Haryana
- 4) **Prof. Manish Dev Shrimali**, Dean, Research
Central University of Rajasthan

The Committee deliberated the issue in detail. The Committee also perused the counting of Past Service as Post-Doctoral Research experience adopted at University of Delhi, Tezpur University, Central University of Rajasthan, Pondicherry University and Central University of Punjab. The Committee members after perusal of the UGC Regulation 2010 and 2018 regarding counting of Past Service and recommended the following:

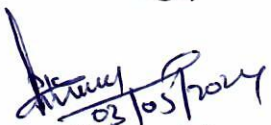
1. The UGC Regulations 2018 under clause 10.0(f) speaks of counting of Ad hoc or Temporary or Contractual service (by whatever nomenclature it may be called). Therefore, experience on account of post-doctoral research alongwith other Ad hoc or Temporary or Contractual service should be accounted for the purpose of promotions in addition to the regular service of the applicant, subject to the provisions of Clause 10.0(f) of the UGC Regulations 2018.
2. The Post-Doctoral experience from an Indian University/Research Institute shall be considered only if the concerned University/Research Institute has a ranking among the top 200 in NIRF ranking or minimum NAAC "A" grade accredited (at least once during the service of claimant). Further, post-doctoral research experience of national laboratories or other scientific/professional organisations such as CSIR, ICAR, DRDO, UGC, ICSSR, ICHR, ICMR, DBT and Institutes of Eminence/Institutes of National Importance as declared by Government of India shall be counted for CAS promotions, subject to the provisions of Clause-10.0(f) of UGC Regulations 2018.

3. The Post-Doctoral Research experience of a foreign University/research Institute would be considered only if the concerned University/ Research Institute has a ranking among top 1000 in the world University Ranking (at any time) by any one of the following: (i) Quacquarelli Symonds (QS) (ii) the Times Higher Education (THE) (iii) The Academic Ranking of World Universities (ARWU) of the Shanghai Jiao Tong University (Shanghai) (iv) Leiden Ranking or (v) among the top 50th percentile in SCImago Rankings.
4. Any period of Post-Doctoral Research experience is to be counted only after date of award of PhD.
5. The minimum period of Post-Doctoral Research experience should be atleast three months for counting as Past service for CAS.
6. The benefit of CAS for Post-Doctoral Research experience /Teaching Experience will be considered for a total period of four years for Stage-1 promotion only or as per the provision of CAS promotion under UGC Regulations.
7. The faculty will submit PBAS and other Proforma as per the UGC/University requirements for CAS. The faculty should meet minimum eligibility criteria for CAS as per PBAS Proforma and other requirements as per prevailing UGC/University Rules.
8. The faculty who have already been given the benefit of additional increment citing Post-Doctoral Research experience by the Selection Committee, his/her case for counting past-service is to be dealt accordingly.
9. The requirements of Orientation course and Refresher course for counting of past-service is to be considered as per the prevailing UGC regulations.
10. Promotion in above such cases, will be effective from the next date of joining of the University or thereafter as the case may be, as per their eligibility. However, such cases will be taken up, once the services are confirmed after completion of the prescribed probation period.
11. A Standing Committee at University Level may be constituted to consider all the cases of counting of Past service including members from Establishment Branch.
12. The University has right to amend the guidelines keeping the UGC guidelines intact from time to time. Any modification in guidelines by UGC/ Ministry of Education, Govt. of India shall supersede these guidelines of the University.

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


(Prof. Surender Singh)


(Prof. A.K. Yadav)


(Prof. Pawan Kumar Maurya)


(Prof. Manish Dev Shrimali)



हरियाणा केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF HARYANA

(संसद अधिनियम 25 (2009) के तहत स्थापित)
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Village: Jant-Pali, Distt: Mahendragarh (Haryana)-123031

No.: CUH/2024/Estt. Sec./T/..92....

Date: 07.02.2024

NOTIFICATION

With the approval of the Competent Authority, a Committee consisting of the following members is hereby constituted to consider the matter regarding counting of Post-Doctoral Research experience as Past-Service under CAS based Promotions:

1. Prof. Surender Singh
Professor, Department of Microbiology
Central University of Haryana
2. Prof. A.K Yadav
Professor, Department of Mathematics
Central University of Haryana, Mahendergarh
3. Prof. Pawan Kumar Maurya
Department of Biochemistry
Central University of Haryana, Mahendergarh
4. Prof. Manish Dev Shrimali
Dean, Research
Central University of Rajasthan, Ajmer

Mr. Radhe Shyam Singh, Assistant Registrar, Establishment Branch to present the case.


Assistant Registrar (Establishment)

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

1. Concerned Members of the Committee, CUH, Mahendergarh.
2. Assistant Registrar, Vice-Chancellor Secretariat (for Information of Hon'ble Vice-Chancellor), CUH, Mahendergarh.


Section Officer (Establishment)



हरियाणा केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF HARYANA
NAAC ACCREDITED 'A' GRADE UNIVERSITY

MINUTES OF THE MEETING

40th Meeting of the Finance Committee

Date: 27.02.2025 at 12:00 Noon

Venue: Conference Room, Administrative Block, Central University of Haryana, Mahendergarh, Haryana.

The 40th Meeting of the Finance Committee of Central University of Haryana was held at Conference Room, Administrative Block, Central University of Haryana at 12:00 Noon on 27.02.2025.

The Agenda was circulated to all the members of Finance Committee for submitting their comments/approval through email.

The following attended the meeting: -

1. Prof. Tankeshwar Kumar, Vice-Chancellor : Chairman
2. Prof. B.B. Goel : Member (Attended online)
3. Prof. Om Prakash Arora : Member (Attended online)
4. Dr. Vikas Gupta : Member (Attended online)
5. Prof. (Dr.) R.K. Gupta : Member
6. Sh. Mukesh Kumar, Director (Finance) : Nominee, JS & FA (Attended online)
7. Dr. Mriganka Sekhar Sarma, Deputy Secretary : Nominee, JS & UGC (Attended online)
8. Dr. Sunil Kumar, Registrar(i/c) (Special invitee).
9. Dr. Ran Bir Singh, OSD Infra (Special invitee).
10. Sh. Kumar Gaurav, EXN, Special Invitee).
11. Dr. Vikas Kumar, Finance Officer : Secretary.

At the outset, the Vice-Chancellor welcomed all the members and thereafter the agenda items were taken up.

The Finance officer placed on record the comments of Ministry of Education, Department of Higher Education (Integrated Finance Division) received vide letter No. F. No. 9-8/2017-IFD.pt dated 25.02.2025 (Pages 52 & 53).

8/3/2025

After detailed deliberations on the Agenda items, the following resolutions were passed:

Item No.	DESCRIPTION
1.	To consider the minutes of 39th Meeting of the Finance Committee held on 24.10.2024 as confirmed. (Minutes already circulated). (Annexure I, Pages 5 to 7) Resolution: Confirmed.
2.	To consider the Action Taken Report on resolutions of 39th Meeting of Finance Committee held on 24.10.2024. (Annexure II, Page 8) Resolution: Passed with small modification in agenda No 4 & 5.
3.	To report that no grievance related to Central University of Haryana is pending on the grievance Portal. (Annexure III, Pages 9 to 10) Resolution: Noted, the members appreciated that there is no grievance on the portal. However, the portal may be monitored regularly.
4.	To consider the recommendation of 35th meeting of the building committee: (a) To report the new infrastructure works sanctioned by HEFA/MoE vide sanction memorandum Reference: SAN/CUH/766/2024-25 Dated 31.12.2024. (b) To consider the award of works mentioned in the aforesaid HEFA sanction (except procurement of instrument for CIC) to Selected PMC i.e. NBCC (India) Ltd. on the negotiated lump sum fee of Rs. 8,86,41,000/- (Rupees Eight Crore Eighty-Six Lakhs Forty-One Thousand Only) excluding GST. The minutes of 35th meeting of Building Committee dated 30/01/2025, negotiation committee meeting dated 04/02/2025 and Consent letter of the NBCC dated 10/02/2025 for the confirmation of the negotiated rates are attached. (c) To consider the execution of work of "Procurement of instrument for Central Instrumentation Centre" sanctioned by HEFA/MoE vide sanction memorandum Reference: SAN/CUH/766/2024-25 Dated :31/12/2024 through a high-level purchase committee of the University. (Annexure IV, Pages 11 to 28) Resolution: (a) Noted. (b) The matter was discussed at length and it was also informed to the members of the Finance Committee that similar nature of work of approximately same sanctioned cost has been awarded at Central University of Punjab and Delhi University to NBCC India Limited at PMC fees of 4% of the actual cost. However, the PMC fees quoted by NBCC India Limited for Central University of Haryana was 5.01% for which the University has already done negotiation to 4.5% (i.e. lump-sum fees of Rs. 8,86,41,000/-). It was also informed to the members of the Finance Committee

that terms and conditions of the published RFP were different for Central University of Haryana and Central University of Punjab. Some of the major differences in the terms and conditions of both the RFPs are mentioned below: -

Sr. No.	Central University Haryana	Central University of Punjab
1.	Defect Liability Period is for 3 years	Defect Liability Period is for 2 years
2.	Time allowed for execution is 18 Months	Time allowed for execution is 24 Months
3.	Unconditional Performance Guarantee @ 5% of the PMC Fees.	Unconditional Performance Guarantee @ 3% of the PMC Fees
4.	Deduction of Security Deposit @ 5% of total amount payable to PMC for each bill.	No deduction for Security Deposit
5.	Compensation for delay of works @ 0.25% per week subject to maximum of 10% of total PMC fees.	Compensation for delay of works @ 0.5% per month subject to maximum of 5% of agency charges of balance work.
6.	Compensation for cost-overflow @ 0.5% of the fees payable to the PMC for every 1% cost-overflow on approved project cost subject to maximum of 10%.	No compensation for cost-overflow.
7.	50% of Security Deposit will be withheld till the completion of Defect Liability period.	No provision of Security Deposit deduction.
8.	Clause exist to forfeit 50% of Security Deposit and Performance Bank Guarantee in case of failure by PMC to get the defect rectified during Defect Liability Period.	No such clause exist.
9.	Minimum number of Staff to be deployed at site has been mentioned exclusively in the RFP.	No such minimum staff position required at site is defined.
10.	In case of dispute the parties may approach appropriate Court of Law having competent jurisdiction at Mahendragarh. No Arbitration clause is exists.	Provision of Arbitration as per the provision of Arbitration and Conciliation Act 1996 exist.
11.	At the stage of appointment of contractor, the CUH shall release 15% of the quoted lump-sum fees by the PMC such as Rs. 8.86 Crores	At the stage of appointment of contractor, the CU Punjab shall release 10% of the quoted lump-sum fees by the PMC along with additional 10% of the award amount (i.e. Rs. 201 Crore) as an advance.

Keeping in view the aforesaid, the members of the Finance Committee insisted that the University shall go for further negotiation and the matter be taken up with the highest level of NBCC and the outcome be submitted for perusal and approval of the members of the Finance Committee through circulation.

(c) Passed.



5.	To consider the recommendation of the Committee for establishment of the University Computer Centre and sanctioning of various posts. Resolution No. 38.10 passed in the 38 th Meeting of the Academic Council is attached. Resolution: Resolved and recommended to be placed in the next meeting of the Executive Council. Then a detailed proposal should be sent to the Ministry of Education through UGC.	(Annexure V, Pages 29 to 33)
6.	To consider the honorarium and allowances in respect of NCC officers (ANOs) as per the policy and guidelines issue by DGNCC, Delhi letter No 3372/Hon/DGNCC/P&F (Coord)/724/D(GS-VI)/2015 dated 24 July 2015. Resolution: Adopted the DGNCC, Delhi letter No 3372/Hon/DGNCC/P&F (Coord)/724/D(GS-VI)/2015 dated 24 July 2015.	(Annexure VI, Pages 34 to 48)
7.	To consider the Budget Allocation, additional and new demand for the F.Y. 2025-26 for different department of the University. Resolution: Passed.	(Annexure VII, Pages 49 to 51)
8.	Any other item with the permission of the Chair. Nil.	

Meeting ended with vote of thanks to the chair.

T.Kumar
5/3/25

(Prof. (Dr.) Tankeshwar Kumar)
Vice-Chancellor

Vikas Kumar
(Dr. Vikas Kumar)
Finance Officer

Resolution regarding Item No. 4 (b):

Since only positive comments have been received from the Members of the Finance Committee within the stipulated time frame and the Vice-Chancellor has approved to place this Item before the Executive Council of the University along with other Items passed in the 40th meeting of the Finance Committee of the University.

Approved with Resolution that the Item with new rates stands recommended for placement to the Executive Council.

Vikas Kumar
Dr. Vikas Kumar
Finance Officer

T.Kumar
22/3/25
Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor



No: CUH/2022/A&C/110

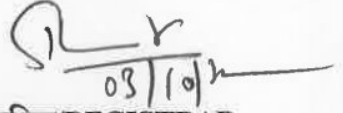
Date: 03.10.2022

अधिसूचना /NOTIFICATION

सक्षम प्राधिकारी के अनुमोदन से विश्वविद्यालय कम्प्यूटर केन्द्र की स्थापना का विकल्प खोजने के लिए निम्नलिखित सदस्यों की एक समिति गठित की गई है:

With the approval of the Competent Authority, a Committee constituting of the following members have been constituted to find alternative for establishment of the University Computer Centre:

1. **Sh. Mukesh Kumar**, Director, Pt. Deendayal Upadhyaya Computer & Informatics Centre, Guru Jambheshwar University of Science & Technology, Hisar
2. **Dr. Rakesh Kumar**, Associate Professor, Department of Computer Science and Engineering, CUH
3. **Dr. Keshav Singh Rawat**, Associate Professor, Department of Computer Sciences and Information Technology, CUH
4. **Dr. Priti Maratha**, Assistant Professor, Department of Computer Sciences and Information Technology, CUH


03/10/22
कुलसचिव/REGISTRAR

प्रतिलिपि सूचना एवं आवश्यक कार्रवाई के लिए निम्नलिखित को अग्रेषित की गई है

Copy forwarded to the following for information and necessary action:

1. समिति के सभी सदस्य, हकेवि / All the members of the Committee, CUH
2. कुलपति सचिवालय (कुलपति महोदय के सूचनार्थ), हकेवि/ Vice-Chancellor's Secretariat (for kind information of Vice-Chancellor), CUH
3. कुलसचिव कार्यालय (कुलसचिव महोदय के सूचनार्थ), हकेवि/ Office of the Registrar (for kind information of Registrar), CUH


03/10/2022
सहायक कुलसचिव /Assistant Registrar
शैक्षणिक एवं परिषद शाखा/Academic & Council Branch



MINUTES OF MEETING OF CENTRAL COMMITTEE FOR ESTABLISHMENT OF UNIVERSITY COMPUTER CENTRE

Date: 31/01/2023

A meeting of the Committee for the Establishment of the Computer Centre at Central University of Haryana, was held on 31st January, 2023 in offline/online mode (<https://meet.google.com/ynr-ccba-nky>). The following members were present in the meeting:

1. Dr. Rakesh Kumar, Associate Professor, Dept. of Computer Science & Engineering, CUH and In-Charge, ICT Section (Joined Offline)
2. Sh. Mukesh Kumar, Director Pandit Dindayal Upadhyaya Computer & Informatics Centre (PDUCIC), GJUST Hisar (Joined Online)
3. Dr. Keshav Rawat, Associate Professor, Dept. of Computer Science & Information Technology, CUH (Joined Offline)
4. Dr. Priti Maratha, Assistant Professor, Dept. of Computer Science & Information Technology, CUH (Joined Offline)

At the outset, Dr. Rakesh Kumar, In-charge, ICT Section welcomed the committee members and apprised them about the requirement and establishment of the Computer Centre at Central University of the Haryana.

Dr. Rakesh Kumar elaborated the works and functions of the ICT Section of the CUH. The ICT Section of the university manages the Central Computing and Networking facilities for the whole university. The ICT Section is the central technological resource centre for providing critical technical support to the entire University community including all its Offices/Departments. It also provides internet service to all branches and departments of University. The ICT Section hosts the websites of the University and acts as a dedicated Data Centre for administration, recruitments, examinations, admissions etc.

The Committee discussed the need of establishment of the University Computer Centre in the University Campus with following main points:

- i) Requirement of the technical manpower for the Computer Centre
- ii) Requirement of dedicated building, rooms and labs for the Computer Centre
- iii) Requirement of Computers, Servers and other necessary equipment's for the Computer Centre

Resolutions:

i) The Committee discussed the objective of Computer Centre for the growth and development of IT related infrastructure and allied activities in the University and requirement of the Technical Staff and the Technical hierarchy of the Computer Centre as per the model Recruitment rules of the Central Universities vide its letter F.No.7-1/2022 (JCRC) Dated 27.09.2022.

The committee unanimously resolved that as per the Model CRR of the Central Universities the Following posts may be sanctioned to the Computer Centre.

Sr. No	Name of the Post	Group	Pay Band	Grade Pay	Level	Post Required
1.	Director Computer Centre	A	15600 – 39100	8700	Level 14	1
2.	System Manager / Senior System Analyst	A	15600 – 39100	7600	Level 12	1
3.	System Engineer / Senior Maintenance Engineer	A	15600 – 39100	7600	Level 12	1

Dr. Rakesh Kumar
31/1/2023

Sh. Mukesh Kumar
Dr. Keshav Rawat

4.	Junior Maintenance Engineer / Networking Engineer	A	15600-39100	5400	Level 10	2
5.	System Analyst/ Programmer/ Computer Programmer/ System Programmer	A	15600-39100	5400	Level 10	4
6.	Senior Technical Assistant (Computer) / Junior Programmer/ Assistant Programmer	B	9300 – 34800	4200	Level 6	5
7.	Technical Assistant (Computer)	C	5200-20200	2800	Level 5	3

ii) The Committee discussed the requirement of dedicated building, rooms and labs for establishment of the Computer Centre. The Committee unanimously resolved that budget requirement may be sent for the dedicated building, rooms and labs, Computers, Servers, CCTV Surveillance and other necessary equipment's for the Computer Centre as per the given table below:

Sr.No.	Name of Item	Quantity	Specification and Description	Estimated Budget
1	Building for Computer Centre	1	With all necessary facilities such as fire Alarm/ Equipment's etc.	10 Crore
2	Director Computer Centre Office including Staff/PA/PS Room along with waiting/visitors room with attached toilets	1	-	
3	System Manager / Senior System Analyst Office	1	-	
4	System Engineer / Senior Maintenance Engineer Office	1	-	
5	Junior Maintenance Engineer/ Networking Engineer Office	2	-	
6	System Analyst/ Programmer/ Computer Programmer/ System Programmer Office	4	-	
7	Senior Technical Assistant (Computer) / Junior Programmer/ Assistant Programmer/ Technical Assistant (Computer) Office	4	-	
8	Computer Labs with 50 Computers in each lab	6	i7 Computers, 16GB RAM, SSD and with necessary furniture/Networking devices/CCTV Surveillance	5 Crore
9	In House Servers	5	Application, Website, Backup, Email Server, AD DS, with 256 GB RAM and 6TB SSD with all necessary equipment's	40 lakhs
10	Workstations/High Configuration Systems	2	i7, 64GB RAM, 1 TB SSD	10 Lakhs
11	Furniture for Computer Centre and Various labs	-	-	1 Crore
	Total			16.5 Crore

Dr. Mani
31/1/2023

Dr. B.

Dr. S.

In addition to the above-mentioned basic requirements of the Computer Centre building, the committee resolved that the building should also include the following features/facilities:

- The building shall consist of Ground Floor and First Floor with proposed area of 2000 Sqm. and shall have the provision for extension in future.
- Parking space for students and staff.
- Natural light and air circulation.
- Public Addressing System.
- CCTV cameras/security.
- Automatic DG Sets.
- VRF type Air Conditioning system.
- Separate toilets for boys, girls and divyangjans.
- Firefighting system.
- Drinking water facilities
- Lifts/Elevators.
- GRIHA 3 Star rating building including the features of energy efficient, water conservation, and rain water harvesting etc.
- PWD friendly building.
- The building shall be in accordance with the theme of the University.
- External development and horticultural development of the surrounding area providing provisions of lights in the periphery.
- Any additional relevant features as per the latest/modern technology/trends adopted for creation of Academic Library Infrastructure

The meeting ended with the vote of thanks to all Committee members.


(Dr. Rakesh Kumar)

*
(Sh. Mukesh Kumar)


(Dr. Keshav Rawat)


(Dr. Priti Maratha)

* given consent through email



हरियाणा केंद्रीय विश्वविद्यालय

Annexure-IX

(संसद के अधिनियम संख्या-25 (2009) के तहत स्थापित)

जांट-पाली, महेंद्रगढ़- 123031 (हरियाणा)

CENTRAL UNIVERSITY OF HARYANA

(Established vide Act No. 25 (2009) of Parliament)

Jant-Pali, Mahendergarh-123031 (Haryana)

No: CUH/2025/Estt.Sec./T/362

Date: 08.05.2025

कार्यालय आदेश /OFFICE ORDER

परिवीक्षा अवधि के संतोषजनक पूर्ण होने के परिणामस्वरूप कुलपति महोदय द्वारा विश्वविद्यालय के निम्नलिखित शिक्षकों की सेवाओं को प्रत्येक के सामने उल्लिखित पुष्टिकरण की दिनांक से, पुष्टि किया जाता है:

Consequent upon the satisfactory completion of the probation period the Vice-Chancellor is pleased to confirm the services the following teachers of the University w.e.f. the date mentioned against each:

Sr. No.	Name	Designation	Department	Date of Joining	AN/FN	Date of Confirmation of Services
1	Dr. Pavitra Kumari	Assistant Professor	Statistics	05-01-2024	AN	06-01-2025
2	Dr. Anoop Kumar	Assistant Professor	Statistics	10-01-2024	FN	10-01-2025
3	Dr. Ajay Kumar	Assistant Professor	Teacher Education (Pedagogy of Physical Sciences)	19-02-2024	FN	19-02-2025
4	Dr. Mahendar Kakkerla	Assistant Professor	Teacher Education (Pedagogy of Mathematics)	19-02-2024	AN	20-02-2025
5	Dr. Kiran Rani	Assistant Professor	Teacher Education (Education)	06-03-2024	FN	06-03-2025
6	Dr. Chandvir	Assistant Professor	Teacher Education (Education)	06-03-2024	FN	06-03-2025
7	Dr. Neha Bishnoi	Assistant Professor	Teacher Education (Education)	06-03-2024	AN	07-03-2025
8	Dr. Ritu Bala	Assistant Professor	Teacher Education (Pedagogy of Mathematics)	10-04-2024	FN	10-04-2025

SKumar
8/5/2025
कुलसचिव / Registrar **Page 117**

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

1. सभी संबंधित संकाय सदस्य, हर्केवि /All Concerned Faculty members, CUH
2. सभी संबंधित अधिष्ठाता/विभागाध्यक्ष/प्रभारी, हर्केवि /All Concerned Dean/HoDs/TIC, CUH
3. सहायक कुलसचिव, शैक्षणिक एवं परिषद शाखा (कार्यकारी परिषद, हर्केवि की अगली बैठक में रिपोर्टिंग के लिए)
/Assistant Registrar, Academic & Council Branch (for reporting in the next meeting of the Executive Council, CUH)
4. कुलपति सचिवालय, (माननीय कुलपति महोदय के सूचनार्थ), हर्केवि / Vice-Chancellor's Secretariat (for kind information of Hon'ble Vice-Chancellor), CUH
5. कुलसचिव कार्यालय, (कुलसचिव महोदय के सूचनार्थ), हर्केवि /Office of the Registrar (for kind information of Registrar), CUH
6. कार्यालय प्रतिलिपि/ Office Copy

Pawan Kumar

सहायक कुलसचिव (स्था.)/ Assistant Registrar (Estt.)



हरियाणा केंद्रीय विश्वविद्यालय

(संसद के अधिनियम संख्या-25 (2009) के तहत स्थापित)
जांट-पाली, महेंद्रगढ़-123031 (हरियाणा)

CENTRAL UNIVERSITY OF HARYANA

(Established vide Act No. 25 (2009) of Parliament)
Jant-Pali, Mahendergarh-123031 (Haryana)

Date: 19.05.2025

No: CUH/2025/Estt.Sec./T/397

To,

Dr. Bir Pal Singh Yadav (T-210)
Professor
Department of Hindi
Central University of Haryana
Mahendergarh-123031

Subject: Regarding your Confirmation of Services at Central University of Haryana.

Sir,

1. Please refer to the letter No. CUH/2025/Estt.Sec./T/262 dated 27.03.2025 (**Annexure-A**) and letter No. 006/ACD/105/24/Vol.III/275 dated 18.02.2025 (**Annexure-B**) received from Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha, Maharashtra regarding your extension of lien till 21.11.2024 at their institute.
2. In view of the above, it is to inform you that you are hereby confirmed on the post of Professor, Department of Hindi at Central University of Haryana w.e.f. 22.11.2024.

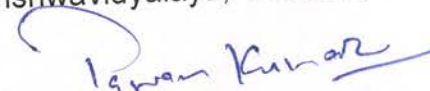
This issues with the approval of the Competent Authority.

Yours sincerely,


19/5/2025
Registrar I/C

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

1. Vice-Chancellor Secretariat (for kind information of the Hon'ble Vice-Chancellor), CUH.
2. Office of the Registrar, CUH
3. Assistant Registrar (Academic & Council Branch), CUH (for reporting in the next meeting of the Executive Council of the University)
4. Registrar, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha, Maharashtra.


Assistant Registrar (Estt.)



हरियाणा केन्द्रीय विश्वविद्यालय CENTRAL UNIVERSITY OF HARYANA

(संसद अधिनियम 25 (2009) के तहत स्थापित)

(Established vide Act No. 25 (2009) of Parliament)

गांव: जांट-पाली, जिला-महेन्द्रगढ़ (हरियाणा) . 123031

Village: Jant-Pali, Distt: Mahendergarh (Haryana)-123031

No: CUH/2025/Estt.Sec./T/.262

Dated: 27/03/2025

To

Dr. Bir Pal Singh Yadav,
Professor
Department of Hindi
Central University of Haryana
Mahendergarh, Haryana – 123 031

Subject: Regarding to extension of Lien.

**Reference: Letter No. CUH/2024/Estt.Sec./T/152 dated 01.03.2024.
Letter No. CUH/2024/Estt.Sec./T/1056 dated 31.12.2024.**

Respected Sir,

1. With reference to letter dated 18.02.2025 received from MGAHV, Wardha.
2. In this context, it is to inform you that go back to your parent institution within 15 days or you will stand confirmed at the Central University of Haryana.
3. This issues with the approval of the Competent Authority.

With Regards

Skumar
27/3/2025

कुलसचिव

Registrar

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

1. A.R, Vice Chancellor's Secretariat (for kind information of Hon'ble Vice Chancellor), Central University of Haryana, Mahendergarh.
2. Registrar, Central University of Haryana, Mahendergarh.
3. A.R, Academic Branch, Central University of Haryana, Mahendergarh- For reporting in the next meeting of the Executive Concil.

Pawan Kumar
27/3/25

सहायक कुलसचिव (स्थापना)

Assistant Registrar (Establishment)



महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya
(संसद द्वारा पारित अधिनियम 1997, क्रमांक 3 के अंतर्गत स्थापित केंद्रीय विश्वविद्यालय)
(A Central University established by Parliament by Act No. 3 of 1997)

प्रो. आनन्द पाटील
Prof. Anand Patil
कुलसचिव (कार्यवाहक)
Registrar (Acting)

दूरभाष/Phone : +91-7152-230902
ई-मेल/E-mail: registrar@mgahv.in

क्रमांक : 006/ACD/105/24/Vol.III/275
दिनांक : 18/02/2025

प्रति,

कुलसचिव
हरियाणा केंद्रीय विश्वविद्यालय
गांव- जांट-पाली, जिला- महेन्द्रगढ़
हरियाणा - 123031

विषय:- डॉ. बीर पाल सिंह यादव, सहायक प्रोफेसर की धारणाधिकार (Lien) अवधि के विस्तार के संबंध में।
महोदय,

हरियाणा केंद्रीय विश्वविद्यालय में प्रोफेसर के पद पर नियुक्ति होने पर, डॉ. बीर पाल सिंह यादव को कार्यालयादेश क्रमांक 006/ACD/105/24/Vol.III/2022 दिनांक 22.11.2022 के अंतर्गत सहायक प्रोफेसर के पद पर एक (01) वर्ष की धारणाधिकार (Lien) अवधि के साथ इस विश्वविद्यालय से कार्यमुक्त किया गया था। हरियाणा केंद्रीय विश्वविद्यालय द्वारा जारी नियुक्ति पत्र में स्पष्ट रूप से एक (01) वर्ष की परिवीक्षा अवधि का उल्लेख है, जिसे नियमानुसार बढ़ाने का प्रावधान भी है।

उपर्युक्त के आलोक में इस अवधि के पूर्ण होने पर, उनके निवेदन पर इसे पुनः एक (01) वर्ष अर्थात् 21.11.2024 तक के लिए विस्तारित किया गया। अब, दिनांक 14.11.2024 को उन्होंने पुनः छह (06) माह के धारणाधिकार विस्तार का निवेदन किया है। सामान्यतः दूसरे वर्ष के उपरान्त धारणाधिकार अवधि का विस्तार केवल अपवादस्वरूप (Exceptional Case) में ही किया जाता है।

सक्षम प्राधिकारी के निर्देशानुसार आपसे अनुरोध है कि हरियाणा केंद्रीय विश्वविद्यालय में प्रोफेसर के पद पर कार्यरत डॉ. बीर पाल सिंह यादव की परिवीक्षा अवधि समाप्त हुई है अथवा नहीं, अवगत कराने का कष्ट करें। यदि नहीं, तो उपर्युक्तानुसार अपवाद की स्थिति से अवगत कराएँ ताकि इनकी धारणाधिकार अवधि के विस्तार के संबंध में निर्णय लिया जा सके।

सधन्यवाद,

भवदीय

(प्रो. आनन्द पाटील)

प्रतिलिपि -

- 1) डॉ. बीर पाल सिंह यादव, प्रोफेसर, हिंदी विभाग, हरियाणा केंद्रीय विश्वविद्यालय, महेन्द्रगढ़ (हरियाणा)
- 2) माननीय कुलपति के निजी सचिव, म.गां.अं.हिं.वि., वर्धा



हरियाणा केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF HARYANA
 (संसद अधिनियम 25 (2009) के तहत स्थापित)
 (Established vide Act No. 25 (2009) of Parliament)
 गांव: जांट-पाली, जिला-महेन्द्रगढ़ (हरियाणा) . 123031
 Village: Jant-Pali, Distt: Mahendragarh (Haryana)-123031

No.: CUH/2025/Estt. Sec./NT/179..

Date: 01-05-2023

कार्यालय आदेश /OFFICE ORDER

अतिरिक्त कार्य भत्ता प्रदान करने के संबंध में व्यय विभाग, वित्त मंत्रालय द्वारा जारी कार्यालय ज्ञापन संख्या 12-3/2016.ई.आई.ए दिनांक 20 जुलाई 2017 के अनुसरण और सक्षम प्राधिकारी के अनुमोदन के परिणामस्वरूप, नीचे दिए गए विवरण के अनुसार मुख्य सुरक्षा अधिकारी और उप मुख्य सुरक्षा अधिकारी का अतिरिक्त प्रभार सौंपे गए शिक्षकों को इस पत्र के जारी होने की तारीख से अधिकतम एक वर्ष की अवधि के लिए प्रति माह मूल वेतन का 2% (दो प्रतिशत) की एक समान दर से अतिरिक्त कार्य भत्ता का भुगतान किया जाएगा।

In pursuance of OM No. 12-3/2016.E.IIIA dated 20th July 2017 issued by Department of Expenditure, Ministry of Finance regarding Grant of Extra Work Allowance, and consequent approval of the Competent Authority, the teachers assigned with addition charge of Chief Security Officer and Deputy Chief Security Officer, as per the details given below, will be paid Extra Work Allowance at a Uniform rate of 2% (Two Percent) of the basic per month, for a maximum period of one year, w.e.f date of issue of this Office Order.

Sr. No	Name of Employee	Emp. ID	Addition Charge
1	Prof. Manoj Singh	T-93	Chief Security Officer
2.	Dr. Indu Bala	T-236	Deputy Chief Security Officer
3	Dr. Sumit	T-170	Deputy Chief Security Officer

Ramesh Kumar
 सहायक कुलसचिव/Assistant Registrar (स्थापना)

उपर्युक्त की प्रतिलिपि निम्नलिखित को सूचना एवं आवश्यक कार्रवाई हेतु प्रेषित की जाती है:

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

1. कुलसचिव, हरियाणा केन्द्रीय विश्वविद्यालय, महेन्द्रगढ़/ Registrar, Central University of Haryana, Mahendergarh
2. सहायक कुलसचिव, कुलपति सचिवालय (माननीय कुलपति की जानकारी हेतु), हरियाणा केन्द्रीय विश्वविद्यालय, महेन्द्रगढ़/Assistant Registrar, Vice-Chancellor Secretariat (for Information of Hon'ble Vice-Chancellor), CUH, Mahendergarh.
3. वित्त अधिकारी, हरियाणा केन्द्रीय विश्वविद्यालय, महेन्द्रगढ़/Finance Officer, Central University of Haryana, Mahendergarh.
4. संबंधित कर्मचारी, हरियाणा केन्द्रीय विश्वविद्यालय, महेन्द्रगढ़/Concerned Employees, Central University of Haryana, Mahendergarh.

18/5/25
 अनुभाग अधिकारी (स्थापना)/Section Officer (Establishment)



हरियाणा केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF HARYANA
(संसद अधिनियम 25 (2009) के तहत स्थापित)
(Established vide Act No. 25 (2009) of Parliament)
गांव: जांट-पाली, जिला-महेन्द्रगढ़ (हरियाणा) . 123031
Village: Jant-Pali, Distt: Mahendragarh (Haryana)-123031

No.: CUH/2025/Estt. Sec./NT/.180....

Date: 07-05-2025

OFFICE ORDER

On the recommendation of the Departmental Confirmation Committee made in its meeting held on 25.04.2025 and subsequent approval of the competent authority, the below mentioned Employees are hereby confirmed on the posts as mentioned against each, as per the details given below:

Sr.No.	Name of Employee	Designation	Date of Confirmation
1	Sh. Rajesh Bansal	Assistant	03.08.2024
2	Sh. Basar Singh	Assistant	03.08.2024
3	Sh. Pradeep Jakhar	Assistant	03.08.2024
4	Sh. Dinesh Singh Chauhan	Assistant	18.08.2024
5	Sh. Harsh Kumar	Assistant	13.02.2025

Rajesh Kumar
Assistant Registrar (Establishment)

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

1. Registrar, Central University of Haryana, Mahendergarh
2. Assistant Registrar, Vice-Chancellor Secretariat (for Information of Hon'ble Vice-Chancellor), CUH, Mahendergarh.
3. Finance Officer, Central University of Haryana, Mahendergarh.
4. Assistant Registrar, Academic & Council Branch, Central University of Haryana, Mahendergarh (for reporting in the next meeting of the Executive Council).
5. Concerned Employees, Central University of Haryana, Mahendergarh.

[Signature]
Section Officer (Establishment)



Memorandum of Understanding (MoU)
between
Central university of Haryana
And
Maharshi Dayanand Saraswati University, Ajmer

This Academic Alliance is made on the 14th day of March, 2024

BY AND BETWEEN THE PARTIES

Central University of Haryana (CUH) is a Central University established under the Central Universities Act, 2009 of the Parliament. It is one of the 15 Central Universities established by MHRD (now MoE), GoI under XIth Five Year Plan (2007-12). The University is fully funded by the University Grants Commission (UGC). Permanent Campus of the University is situated in 488 acres of land at Jant-Pali Villages, Mahendergarh district of Haryana from where CUH is running its academic operations.

Maharshi Dayanand Saraswati University, Ajmer is a State University of govt. of Rajasthan situated at Ajmer.

For the development of joint collaboration in accordance with our mutual interests in developing programmes of academic and scholarly exchanges and for research, **Central University of Haryana, Mahendergarh** and **Maharshi**

Dayanand Saraswati University, Ajmer, mutually agree to join this Academic Alliance. Both parties agree to exercise their best efforts to develop the following forms of cooperation:

1. To establish ties for academic cooperation in the relevant areas of academics and research.
2. To promote mutual understanding, academic collaboration and research to explore the ways and means to achieve self-reliance in India.
3. To jointly organize seminars, conferences, workshops and short-term continuing education programmes on the topics of mutual interest with participation from faculty from both sides.
4. To guide research candidates registered in either of the institutions for doctoral and post-graduate programmes with joint-supervision.
5. To cooperate on any other activities that may be identified on a consensual basis as and when such an opportunity arises.
6. To mutually share the research facilities available with both the universities.
7. The exchange of students, scholars and faculty for internships, focused research projects, quality initiatives and innovations in academics, research and governance.
8. To form the research groups for collaborative researches in various disciplines.
9. To mutually share the expertise of human resources available with both the universities.
10. To jointly organize Faculty Development/ Leadership programmes, professional trainings, symposia and colloquia on the themes of national/international relevance.
11. To mutually facilitate each other in phased implementation of NEP-2020, Academic Bank of Credits, CBCS and Multiple Entry/Exit Options.

The Collaborative Platform will connect the faculties, students and researchers across different disciplines. Both parties can develop specialized group for

academic and research, leading to cutting-edge innovations and research with the fruitful translational outcome.

Both, **Central University of Haryana, Mahendergarh** and **Maharshi Dayanand Saraswati University, Ajmer** are committed to work together to develop specific agreements on the points above. The agreement will provide logistics and management details appropriate to the successful operation of the programme. The agreement will fulfil the spirit and purpose of this general Academic Alliance. The operational details regarding implementation of the agreement shall be finalized with mutual consent.

DURATION and TERMINATION

This Academic Alliance shall commence on its date of execution by the Parties and will be terminated:

(a) after 5 years; or

(b) at any time for convenience by either party with 30 days' written notice;
or

whichever of the above occurs the earlier.

Notwithstanding this understanding, the Academic Alliance may be subject to modification or revision by mutual written agreement.

ASSIGNMENT

No party can assign this agreement to any other party without the consent of each other.

LEGAL COMPLIANCE

Jurisdiction Laws: The parties acknowledge that activities under this Academic Alliance, depending on their nature, be subject to law of the land. Each party agrees to assist the other party to understand the requirements of the local laws in relation to activities undertaken under this Academic Alliance.

LOGOS, NAMES AND MARKS

The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them, and that neither shall advertise, state or otherwise imply anything to the

contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other.

DISPUTE RESOLUTION

The parties resolve to negotiate on all issues in an open and cooperative manner. Should any dispute arise between them in relation to this Academic Alliance, the parties shall seek to resolve them on the basis of mutual trust and cooperation. Should no such resolution be achieved, the parties shall state their disagreement in writing and either party may exercise its right to terminate this memorandum forthwith and without prejudice or penalty.

FORCE MAJEURE

Neither Party shall have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this Academic Alliance, resulting from acts beyond the control of that Party, including but not limited to acts of God, war or national emergency, accident, fire, riot or epidemics.

NOTICE

Any notice, approval, consent, request or other communication required or permitted to be given or made under this Academic Alliance will be in writing in the English language and will be served or delivered to the registered office address of individual party as placed in this alliance in its preamble.

SEVERABILITY

If any provision of this agreement becomes invalid, unenforceable or prohibited by law, such provision shall be considered as inoperative and remainder will be operative and shall continue remain valid.

RELATIONSHIP

This duty shall survive even after the termination of this Academic Alliance for next 5 years after the expiry of this Academic Alliance.

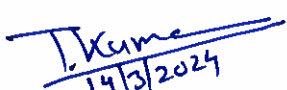
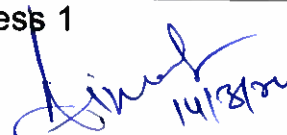
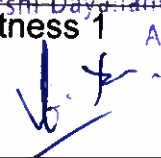
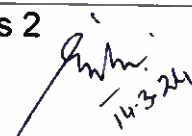
AGREEMENT

The following signatories, on behalf of their respective organizations, agree, without prejudice, to meet the terms of the Academic Alliance. Each Party shall bear its own cost to implement this Academic Alliance. All information and/or



data that may be exchanged, acquired and shared in connection with the areas of cooperation shall be treated as strictly confidential and shall not be divulged without the written consent of the disclosing party unless the same has already been in public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of the Academic Alliance.

Signatories

Central University of Haryana, Mahendergarh  14/3/2024	Maharshi Dayanand Saraswati University, Ajmer  14.3.24 Vice Chancellor Maharshi Dayanand Saraswati University
Witness 1  14/3/24	Witness 1 Ajmer 
Witness 2 	Witness 2  14.3.24



**MEMORANDUM OF
UNDERSTANDING
FOR
ACADEMIC COLLABORATION
Between**

**National Forensic Sciences University
(NFSU)**

Gandhinagar, Gujarat, India

And

**Central University of Haryana
(CUH)**

Mahendergarh, Haryana, India

NFSU and CUH have many areas of common interest and considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

The general objective of this Memorandum of Understanding (MoU) is to stimulate and facilitate the development of collaborative and mutually beneficial academic activities which serve to enhance the intellectual life and cultural development for both the Institutes / Parties Universities. Thus, NFSU and CUH have agreed as under in support of their mutual interests in the field of education and research.

Whereas, the National Forensic Sciences University, an. Institution of National Importance, having its headquarter at Sector - 9, Gandhinagar - 382007, Gujarat is established by an Act passed in the year 2020 by the Parliament of India, to facilitate and promote studies and research and to achieve excellence in the field of forensic science in conjunction with applied behavioural science studies, law, criminology and other allied areas and technology and other related fields, and to provide for matters connected therewith or incidental thereto. The status of "Centre of Excellence" and &"Institute of Strategic or Security related Interest" is also, granted to the University by the Government of Gujarat and the status of "Center of Excellence for Narcotics Drugs and Psychotropic Substances" is conferred by the Ministry of Home Affairs, Government of India.

Whereas, Central University of Haryana (Henceforth referred to as "CUH"), has been established by Ministry of Education through an Act of Parliament of India—The Central Universities Act, 2009. The University is located at Mahendergarh in Haryana. The University has been accredited with Grade-A in the first two cycles of NAAC assessment and accreditation. The University is fully funded by the University Grants Commission (UGC), India.

Whereas the above named institutions recognize that academic collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation with the National Forensic Sciences University, Gandhinagar, Gujarat, India and the Central University of Haryana, it is agreed that:

1. The purpose of the cooperation between NFSU and CUH under this MoU are as follows:

- a. To promote interest in the teaching and research activities of the respective universities in general and in the specific field of Forensic Biology and Serology, Forensic Chemistry and Toxicology and Questioned Documents and Fingerprint Examination;
- b. The two Educational Institutions shall seek to promote:
 - I. Exchange of faculty to the mutual benefit of both institutions;
 - II. Organize symposia, conferences, workshops, short courses and meetings on research issues;
 - III. Carry out joint research and continuing education programs;
 - IV. Exchange information pertaining to developments in teaching, student development and research at each institution;
 - V. Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest;
 - VI. Exchange of academic materials and publications;
 - VII. Conducting lectures;
 - VIII. Undertaking joint research;
 - IX. Attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills;
 - X. Participating in seminars, symposiums, and other types of academic discussions;
 - XI. Co-supervising post-graduate students; and
 - XII. Conducting study tours and joint consultancy work.



A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning Financial implications will be worked out between the institutes. A separate agreement will be entered into giving such details including terms of exchange of any intellectual property.

2. **Coordination:** Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement as under. Both the coordinators will periodically review and identify ways to strengthen cooperation between the two institutions.

3. This general agreement of cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties.

4. Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement. Before planning any joint activity, financial responsibilities of each party shall be reduced in writing and agreed upon.

5. This agreement shall remain in effect for a period of five (5) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety(90) days advance written notice of its intention to terminate.

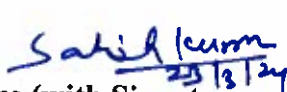
~~6. This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.~~

7. **Legal Effect:** Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

Executed by the National Forensic Science University and Central University of Haryana in duplicate copies, each of which shall be deemed an Original.


23/3/2024
Campus Director
National Forensic Sciences University


23/3/24
Vice-Chancellor
Central University of Haryana


23/3/24
Witnesses (with Signature and Date):

Witness-1:

Sign.

Name: Prof. (Dr) SATISH KUMAR

Designation Dean NFS

Stamp:



Date: 23-3-2024

Witness-2:

Sign.

Name: S L SHARMA

Designation DEPUTY REGISTRAR

Stamp:

Date: 23-3-2024

Bond



Indian-Non Judicial Stamp
Haryana Government



Annexure-S3

Date : 26/02/2024

Certificate No. P0Z2024B173



Stamp Duty Paid : ₹ 101

GRN No. 113358082



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Haryana knowledge corporation Limited

H.No/Floor : Plot/1

Sector/Ward : 22

Landmark : 4th floor hsiidc it park

City/Village : Panchkula

District : Panchkula

State : Haryana

Phone : 87*****68



Purpose : AGREEMENT to be submitted at Concern

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

This Agreement is made at Mahendergarh, Haryana on the 25th April 2024

BETWEEN

The Central University of Haryana was established by the Ministry of Human Resource Development, Government of India (GoI) under the Central University Act-2009 of the Parliament and having its permanent campus at Jant-Pali Village, Mahendergarh district of Haryana, herein referred to as the "University" (which expression shall mean and include its executors and assignees), as the party of the First part;

AND

Haryana Knowledge Corporation Limited, a Company incorporated under the Companies Act, 1956, having CIN U80904HR2013PLC050331 and having its registered office at, 4th Floor, HSIIDC IT Park Plot No 1, Sector 22, Panchkula, Haryana - 134109 India, hereinafter referred to as the "HKCL" or "Company" (which expression shall mean and include its executors and assignees), as the party of the Second part;

WHEREAS the Central University of Haryana, is one of the premier institutes of higher education in India and has been accredited with an 'A' Grade by NAAC. The University has been listed among the top 150-200 Universities in the NIRF ranking. Also, the University is fully funded by the University Grants Commission (UGC).

WHEREAS HKCL has been promoted jointly by the Government of Haryana, INDIA ("the Government"), Maharashtra Knowledge Corporation Ltd. ("MKCL"), Board of School Education ("BSEH"), Haryana, Haryana State Electronics Development Corporation (HARTRON) and four State Universities named Deen Bandhu Chhotu Ram University of Science & Technology, Murthal, Sonipat; Bhagat Phool Singh Mahila Vishwavidyalaya, Khanpur Kalan, Sonipat; Kurukshetra University, Kurukshetra; Guru Jambheshwar University of Science & Technology, Hisar to provide interalia IT enabled education and IT enabled services,

AND WHEREAS a Mass IT Literacy Movement has been launched by HKCL in the form of the HKCL Certificate Courses in the State of Haryana ("the State") during the last decade,

For Central University of Haryana

Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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AND WHEREAS the University has recognized that with the rapid transformation of societies in social, political, economic, technological, governance, business and education spheres, there has been a change in the perspectives on the need for and nature of IT literacy. New challenges have begun to emerge, and old ones to remerge,

AND WHEREAS the University has recognized that it is now imperative that due importance be given to computer penetration and IT literacy, as a result of which there is an effort to bridge the Digital Divide resulting in the Knowledge Divide and the Opportunity Divide,

AND WHEREAS the University has decided that it can forge a collaborative endeavour with HKCL to launch and implement on an urgent basis a Mass IT Literacy Movement in the form of HKCL Career Oriented Courses (HCOC), modelled on the successful pattern of HKCL and with necessary adaptations across the state of Haryana by seeking necessary support of HKCL on a mutually agreed basis by avoiding the expense of time and resources in reinventing the essentials, and

NOW THEREFORE the parties hereto agree to enter into an Agreement specifying their rights, duties, and responsibilities for the promotion and propagation of the state-wide IT literacy movement in the state of Haryana in particular as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Without limiting any other terms defined elsewhere herein as used in this Agreement, the following terms shall, unless the context otherwise require, have the following respective meanings:

- a) ALC means Authorized Learning Center which is authorized by HKCL as per its norms issued from time to time for conducting HCOC.
- b) Learner means the individual registered at the ALC for HCOC after full payment of the course fee and certification fee and receipt by HKCL of these fees within the specified period and after issuance of valid login id and password to him/her by HKCL to access eLearning framework installed at the ALC.
- c) HCOC means "HKCL Career Oriented Courses" started by HKCL and these courses are NSQF aligned with 120/240 hrs of duration. List of courses is given at Annexure 'A' of this MOU.

2. RIGHTS & RESPONSIBILITIES OF UNIVERSITY

The University as the Joint Certifying Authority shall undertake the following broad responsibilities for the implementation/delivery of HCOC in the University Campus.

- a) Establish an ALC in the university premises for delivery of HCOC to the students of various courses running in different departments of the University.
- b) In order to accomplish the long-term developmental objectives described in the Preamble stated above, take a policy decision to launch the certification on a state-wide scale for the propagation of Skill Development in the form of the HKCL Career Oriented Courses (HCOC) with the overall academic, management and assessment support of HKCL.
- c) Send appropriate official communications, circulars, and notifications to all the departments, and newly admitted students/learners about the necessity, benefits, and availability of HCOC in the University.
- d) Annually provide the inputs to HKCL about the revision of curriculum and continuous comprehensive assessment process proposed by HKCL in July every year so as to launch the revised curriculum in the month of January of the subsequent calendar year.

For Central University of Haryana

Prof. (Dr.) Tanakeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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e) Carry out periodic supervision of the Final (Course End) Online Examination of HCOC at the established center in the University premises in consultation with HKCL and offer guidance and advice in the improvement of the quality of assessment from time to time.

f) The Certificates given to the successful Learners will have printed signatures of the designated official of the University and HKCL.

g) Identify and appoint/nominate/designate with adequate authority and accountability a Project Leader for the implementation of Skill Development in the form of HCOC who will act as a single point contact with HKCL for successful implementation of the mission in a time-bound manner and participate in monthly review meetings convened by HKCL.

3. RIGHTS & RESPONSIBILITIES OF HKCL

HKCL shall undertake the following broad responsibilities for the implementation/delivery of HCOC in the University Premises:

3.1 Appointment of Project Leader

HKCL shall appoint with adequate authority and accountability a Project Leader with requisite support staff for the implementation of the Skill Development in the form of HCOC and who will act as a single point of contact with the university for the successful implementation of the mission in a time-bound manner and convene and participate in the monthly review meetings with University.

c) HKCL shall undertake periodic training of the various categories of the staff of ALCs such as coordinators, learning facilitators, counsellors, System Administrators, etc. so as to keep them updated about HKCL's norms and revisions thereof and thereby keep them equipped with state-of-the-art technology and management practices. HKCL shall undertake the entire process of the Online Certification Test for learning facilitators, System Administrators, and various other service providers.

d) HKCL shall host and maintain the web-based management software framework for the smooth conduct of HCOC and its all-other allied aspects.

e) HKCL shall regularly seek feedback from the learners and implement improvements in the services, wherever necessary. HKCL shall organize regular coordination meetings, training, and orientation programs with the University as and when necessary.

3.3 Launch of Courses

HKCL shall launch the Courses at ALC established in the University Premises in a mutually agreed date and shall undertake the overall management of the conduct of the HCOC.

3.4 Marketing & Promotion

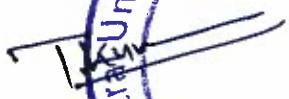
HKCL in collaboration with the University shall undertake the marketing, advertisement and promotional programs through various media to give wider publicity to HCOC. HKCL shall create, host and maintain the website for HCOC.

3.5 Conduct of HCOC and Associated Methodologies

a) HKCL will offer the necessary leadership, technological, academic, assessment-related, and managerial support and guidance from time to time to the ALC for the smooth conduct of HCOC.

b) HKCL shall manage the web servers and database servers as well as their hosting and maintenance for the conduct of HCOC.

c) HKCL shall specify the academic, continuous comprehensive assessment and management methodology for HCOC, including the processes for marketing and promotion, learner intake capacities per computer per day, application, selection, admission, fee collection, academic, assessment-related administrative and

For Central University of Haryana

Prof. (Dr.) Parkeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited


Abhijeet Kulkarni
Managing Director & CEO

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financial schedule/calendar for the HCOC, requisition of stationery and study material distribution among the learners.

d) HKCL shall specify academic delivery and continuous comprehensive assessment model as well as final online examination including the use of requisite software's and the HCOC eContent provided therein by HKCL

e) HKCL shall ensure carrying out of the installation, commissioning, up-gradation, from time to time, if necessary, and uninterrupted operations of the server and client computer hardware, operating system software, application software's, and the HCOC eContent provided therein by HKCL, and in adherence to the specifications as specified by HKCL from time to time.

f) HKCL shall create the login id of each Learner on the provided framework and ensure weekly upload of the learner's progress profile to the HKCL server by using the Internet facility at the ALC. HKCL shall analyse this data and take corrective action to ensure satisfactory completion of the course by the Learners. HKCL shall also provide supervisory Login to the University's Project Leader for monitoring the continuous comprehensive assessment of all the learners undergoing the HCOC as well as the status of results of the Final Online Examination.

3.6 Syllabus

a) HKCL shall undertake to conceive the course content of HCOC and prescribe its syllabus.

The syllabus will be revised every year to match the state-of-the-art by responding to the emerging trends in technology and market and emerging aspiration of the learners. HKCL shall obtain the academic inputs from the College for curriculum revision and revision in the continuous comprehensive assessment process every year in the month of July to launch the revised curriculum from the month of January of the subsequent calendar year.

3.7 Admissions

a) HKCL shall design the stationery required for the admission process like brochures, forms, receipts, etc., and send it to ALC. The specifications of the stationery will be revised from time to time whenever felt necessary by HKCL.

b) HKCL shall provide the licenses of Admission software on ALC LAN as well as on the HKCL website and support thereof to the ALC from time to time.

3.8 Assessment and Joint Certification

a) HKCL shall undertake smooth, impartial, and trustworthy conduct of the continuous and comprehensive assessment of the Learners at the ALC throughout the duration of HCOC under periodic supervision of the University. The final online examination at the end of the course will also be conducted at the ALC where the Learner is registered himself in the last week of every month as per HKCL norms.

b) HKCL shall on a monthly basis electronically transfer the data of successful learners to the University for joint certification.

c) The certificates printed by HKCL for the successful Learners on a monthly basis will have printed signatures of the designated authority of the College and HKCL.

d) HKCL shall arrange to deliver the certificates to the successful learners through the concerned ALC.

3.9 Feedback

a) HKCL shall collect feedback from the university as well as the learners for improvement of the admission process, study material, academic delivery, assessment, and certification process Analyse the data, and make appropriate improvements accordingly.

For Central University of Haryana



Prof. (Dr.) Tanmishwar Kumar
Vice-Chancellor



For Haryana Knowledge Corporation Limited



Abhijeet Kulkarni
Managing Director & CEO



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3.10 Finance & Accounts

- a) The fees applicable for the registered course will be paid by the learner at the ALC situated on the university premises.
- b) The fees can also be borne out by the university itself.
- c) In case of the payment done by the learner, HKCL shall disburse for each successful learner the certificate fee to the University on a monthly basis as per share specified in the financial terms below and mode of payment as mutually agreed, after deducting the taxes as applicable.

4. FINANCIAL TERMS

- a) HKCL shall forward the data of successful learners (who have completed the course and passed the examination successfully as per HKCL norms) to the University by 10th day of the succeeding month. HKCL shall authenticate the data and issue the certificates by 15th day of the same month.
- b) HKCL shall accordingly pay share of Rs.75/- (Rupees Seventy-Five only) for each successful learner, to the University before the 25th day of the next month as certification fee for all learners for whom certificates have been issued in the previous month by University and HKCL.
- c) Applicable Taxes, deductions i.e TDS, etc; shall be deducted while making payments to the University and the same shall be duly intimated to it in writing along with every payment made.
- d) All necessary expenses for the performance of individual responsibilities of parties hereto shall be incurred by them on their own, unless specifically being understood to be otherwise.
- e) University shall submit the Tax Invoice of Certification Fee on monthly basis in case Regular GST Certificate is obtained by it.
- f) The certification fee may be made revised with mutual consent between both the parties in the form of an amendment to its agreement, if and when necessary.

5. INTELLECTUAL PROPERTY RIGHTS

- a) Intellectual Property in the context of this agreement shall refer to all such patents, trademarks, and copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of this agreement.
- b) Intellectual Property also includes study material, course material, educational and promotional content whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement.
- c) The software frameworks for the delivery of HCOC are developed by a third party. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of any third-party components licensed by HKCL, if any, and shall remain the property of those respective third parties only.
- d) All the intellectual property rights, to and in the content, methodologies, processes, assignments, question banks, etc. concerning HCOC are the exclusive intellectual property of a third party and any third-party components licensed by it shall remain the property of that third-party only.
- e) All the intellectual property rights, to and in the course name "HCOC" (HKCL Career Oriented Courses) is the intellectual property of HKCL. HKCL's Company Logo is exclusive property of HKCL.

For Central University of Haryana


Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor



For Haryana Knowledge Corporation Limited


Abhijeet Kulkarni
Managing Director & CEO



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f) The data (including learner profile, assessment results, learner assignments) regarding the learners registered with HKCL for HCOC, shall be the property of HKCL and the College shall have right of access thereto only to the extent of and for performing its responsibilities hereunder.

g) Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

5. CONFIDENTIALITY

a) Both the parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:

- Inconsequential or obvious;
- Already in its possession other than as a result of a breach of this clause; or
- in the hands of the public other than as a result of a breach of this clause.

b) In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

6. INDEMNITY

Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to

(a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;

(b) failure to perform any obligations contained herein.

(c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements.

(d) any wilful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

7. CONTRACT INTERPRETATIONS

In this agreement unless otherwise specified:

- All words/terms denoting the singular shall include the plural and vice-versa;
- All words/terms denoting any gender shall include all genders.

8. HEADINGS

The Headings used under this agreement for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the Agreement.

For Central University of Haryana


Prof. (Dr.) Tankeeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited


Abhijeet Kulkarni
Managing Director & CEO


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9. WAIVER

The party that is entitled to the benefit hereof may waive any term or condition of this Agreement at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion.

10. VALIDITY

- a) This Agreement embodies the entire sole, and exclusive Agreement and understanding between the parties hereto with respect to the subject matter hereof.
- b) Signing of this Agreement shall result in cancellation and replacement of all past understandings, appointments, and agreements amongst the parties hereto whether in writing or otherwise
- c) Any amendment or modification or waiver in connection with this Agreement will not be effective unless made in writing and signed by both parties.
- d) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- e) This Agreement shall be effective from the date of its signing and shall remain valid unless terminated by either of the party.

11. TERMINATION

- a) This Agreement may be terminated by either party by giving the other party a notice in writing of three months of its intention to do so, but without dishonouring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the Learners.
- b) The Agreement shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
- c) The Agreement may be terminated by both parties by mutual consent.
- d) Both parties shall honour commitments made prior to the date of notice, complete the ongoing commitments to avoid major inconveniences.
- e) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- f) The Clauses of this Agreement, which by nature are intended to survive termination of this Agreement shall remain in effect after such termination.

12. FORCE MAJEURE

- a) Neither party to this Agreement shall be liable for any failure or delay on its part in performing any of its obligations under this Agreement if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b) Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this agreement, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations, or order of any Government

For Central University of Haryana

Prof. (Dr.) Tanvishwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this Agreement then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

13. JURISDICTION

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Panchkula, INDIA which shall be the courts having jurisdiction to entertain and try the same.

14. NOTICES

Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by courier/registered mail or by facsimile/e-mail followed by a confirmation letter by courier, registered mail, at or to each of the parties at the addresses set forth below in this Agreement or to address as intimated from time to time.

For Central University of Haryana

Signature: 
Name: Prof. (Dr.) Tankeshwar Kumar
Designation: Vice-Chancellor

Witness

Signature: 
Name: Ashish Kumar

Signature: 
Name: Tarun Singh

For Haryana Knowledge Corporation Limited

Signature: 
Name: Abhijeet Kulkarni
Designation: Managing Director & CEO

Signature: 
Name: Ashish Kumar, Program Manager

Signature: 
Name: VIKAS BISHNOI, Business Analyst

For Central University of Haryana


Signature: 
Name: Prof. (Dr.) Tankeshwar Kumar
Designation: Vice-Chancellor

For Haryana Knowledge Corporation Limited


Signature: 
Name: Abhijeet Kulkarni
Designation: Managing Director & CEO

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Annexure 'A': List of HKCL Courses

Sr. No.	Course Name	Proposed Fees (INR)	HKCL Share (INR)	Authorised Learning Centre Share (INR)	Duration	NSQF Level	QP Code
1	Certificate in Information Technology (HS-CIT)	Rs.4,500/-	Rs.1,325/-	Rs.3,175/-	132 Hours	3	2019/ITES/HKCL/3552
2	Certificate in Financial Accounting	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/BFSI/HKCL/3551
3	Certificate in Advanced Accounting	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/BFSI/HKCL/3550
4	Certificate in Advanced Excel	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3553
5	Certificate in AutoCAD	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3554
6	Certificate in IT Network Support	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3557
7	Certificate in IT Desktop & Hardware Support	Rs.9,000/-	Rs.2,100/-	Rs.6,900/-	240 Hours	4	2019/ITES/HKCL/3561
8	Certificate in IT Security Support	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3558
9	Certificate in Office Assistance	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/OAFM/HKCL/3549
10	Certificate in Photo Editing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ME/HKCL/3546
11	Certificate in Coral Draw (DTP)	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3560
12	Certificate in Adobe (DTP)	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3560
13	Certificate in Graphic Designing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ITES/HKCL/3556
14	Certificate in Web Designing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3562
15	Certificate in Video Editing	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/ME/HKCL/3547
16	Certificate in C & C++ Programming	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	4	2019/ITES/HKCL/3555
17	Certificate in English Communication & Soft Skills	Rs.4,500/-	Rs.1,050/-	Rs.3,450/-	120 Hours	3	2019/OAFM/HKCL/3548

***Rates mentioned above are inclusive of all taxes as applicable.**

Note: As per NEP 2020 policy 1 credit can be awarded for each 30 hours of duration of NSQF aligned course curriculum.

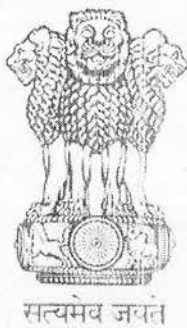
For Central University of Haryana

Prof. (Dr.) Tankeshwar Kumar
Vice-Chancellor

For Haryana Knowledge Corporation Limited

Abhijeet Kulkarni
Managing Director & CEO

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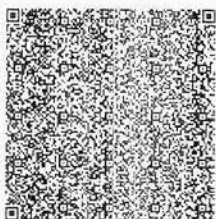
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL32487479004951W
Certificate Issued Date : 24-Jan-2024 04:15 PM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL-SELF27489060256084W
Purchased by : BENAY RAY
Description of Document : Article 5 General Agreement
Property Description : AGREEMENT BETWEEN CENTRAL UNIVERSITY OF HARYANA AND
TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED (TCIL)
Consideration Price (Rs.) : 100
(One Hundred only)
First Party : CENTRAL UNIVERSITY OF HARYANA
Second Party : TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED
Stamp Duty Paid By : CENTRAL UNIVERSITY OF HARYANA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

Memorandum of Understanding

BETWEEN

CENTRAL UNIVERSITY OF HARYANA

AND

TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED

This Agreement (hereinafter referred to as "Agreement") is made on _____
day of _____ 2024

[Signature]

[Signature]

[Signature]

[Signature]

Between

CENTRAL UNIVERSITY OF HARYANA (referred as "Institution" henceforth), established under the Central University Act-2009 of the Parliament, located at Jant-Pali, Mahendergarh Haryana Pin: 123031 represented by Prof. (Dr.) Tankeshwar Kumar, the Vice-Chancellor (which terms of expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) of the **One Part**.

And

Telecommunications Consultants India Limited (TCIL), a Government of India Enterprise under the Ministry of Communications, registered under the Indian Companies Act 1956, having its registered & corporate office at TCIL Bhawan, Greater Kailash-I, New Delhi- 110048 (hereinafter called the 'TCIL/Implementing Agency'), represented by Shri Sanjay Kumar General Manager, Telecommunications Consultants India Limited and the term 'TCIL/Implementing Agency' shall mean and include its heirs, administrators, executors, successors and its permitted assigns of **Other Part**.

"Institution" and "TCIL" are individually referred to as "Party" and collectively as "Parties".

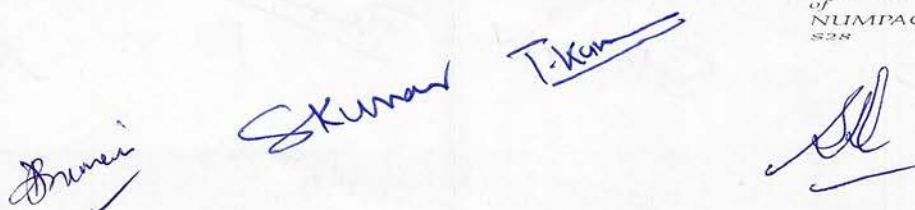
Whereas the Institution Central University of Haryana is one of the fifteen new Central Universities established by Ministry of Human Resource Development, Government of India (GoI) in XI Five Year Plan (2007-2012) under the Central University Act-2009 of the Parliament. The University has been accredited with 'A' Grade in the second cycle of NAAC assessment and accreditation conducted in August 2023. The University has been listed among the top 150-200 Universities in NIRF ranking. The University is fully funded by the University Grants Commission (UGC). Presently the University offers 83 academic programmes (UG/PG/Research).

Whereas TCIL is a prime engineering and consultancy company for providing Indian telecom expertise in all fields of Telecommunications and Information Technology to India and abroad having its core competence in the fields of Switching, Transmission Systems, Wireless Communications, Mobile communication for Security Forces and Railways, Business Critical Communications, VSAT Communications, Rural Telecommunication, Optical fibre systems, IT Networking Solutions, Application Software, e-Governance, e-Health & e-Education, Cyber Security, Video Surveillance, Utility Smart Metering, etc;

Whereas 5G Use Case Labs are setup in higher educational Institutions with an objective,

- a) To build competencies and engagement in 5G technologies in students and academic fraternity.

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- b) To enable projects at under-graduation and post-graduation level for students using 5G environment.
- c) To Encourage academia-industry engagement to ideate and develop 5G use cases.
- d) To Provide local access to 5G test setup for Startups and MSMEs around the institution.
- e) Making Indian academia & startup ecosystem 6G ready

And the TCIL has the necessary expertise, experience, and resources to provide a turnkey solution for deployment, testing, commissioning, and maintenance of 5G network infrastructure. The aforementioned scope of activities will be performed by TCIL in co-ordination with Department of Telecommunications (DoT), as per the implementation guidelines and will be termed as Implementation Agency (IA) or TCIL here onwards.

And to promote proliferation of 5G use case labs with different configurations and flavors, TCIL may continue the partnership with empaneled vendors and Institutions to carry out similar projects (not limiting to the scope of the above project).

Now, therefore, it is agreed between the Parties as under:

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1.0 Definitions

In the AGREEMENT, the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assign to them.

- 1.1 'Institution' shall mean Central University of Haryana.
- 1.2 'Approval' shall mean approval in writing by the designated officer of the Institution.
- 1.3 'TCIL' or 'IA' shall mean the Telecommunications Consultants India Limited.
- 1.4 'Contractor' shall mean the contractor(s) or suppliers or agencies employed by TCIL for execution of the work or any connected work, including the TCIL itself in case any work is done directly by the TCIL.
- 1.5 'Agencies' shall mean parties coming together and engaging to complete a work.
- 1.6 "Work" means all the tasks, deliverables and other obligations specified in the Agreements
- 1.7 "Competent Authority" for Institution shall mean Head of the Institution.

2.0 PURPOSE OF AGREEMENT

- 2.1 In line with the budget announcement with an objective to build competencies and engagement in 5G technologies for students & startup communities, DoT is setting up one hundred 5G Use case labs at Higher Educational Institutions across all States/Union territories to facilitate the development, experimentation of 5G applications in various socioeconomic verticals.
- 2.2 The use cases could span across socioeconomic verticals including education, agriculture, health, power, urban management, mining, logistics, resource management, tourism, sports, security, e-governance etc.
- 2.3 The scope of activities will be performed by TCIL in co-ordination with DoT, as per the implementation guidelines and will be termed as Implementation Agency (IA) here onwards.
- 2.4 This Agreement is intended to constitute, create, give effect to and contemplate a strategic partnership between INSTITUTION and TCIL in establishing a 5G Use case Lab. This document describes the framework of the Project to be entered into between the two parties.
- 2.5 New Projects can be initiated between INSTITUTION and TCIL under this Agreement by attaching hereto additional Addendums along with applicable schedules by mutual consent. The Project Agreements shall become effective upon execution by both parties, on the Effective Date of commencement of the corresponding Projects, after due approvals.

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3.0 SCOPE OF 5G USE CASE LAB PROJECT

- 3.1 Empanelment of domestic 5G and Use Cases vendors.
- 3.2 Installation coordination for setting up of Labs at selected institutions.
- 3.3 Oversight and coordination for O&M and utilization of labs for period of 5 years
- 3.4 Hosting of dedicated portal (Digital Network of 100 use case Labs) | reg performance monitoring, Remote O&M support, utilization of Labs by faculty, students, startups.
- 3.5 Digital platform for networking and utilization of labs.
- 3.6 Supporting institutions to host hackathons.
- 3.7 Knowledge disseminating platform (web portal) for other institutions/students/startups etc., on use-cases being tested/developed/demonstrated.
- 3.8 Maintaining database of 5G domestic vendors available, 5G devices (incl IoT), successful 5G projects/pilots related to Health, Agri, intelligent Transport systems, Industry 4.0 etc.
- 3.9 Providing other needful facilitation to Industry & Academia w.r.t IPRs

4.0 DELIVERY / IMPLEMENTATION SCHEDULE

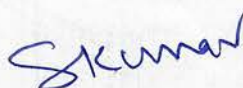
- Rollout duration (4-6 months)
 - o February 2024- Delivery of Equipment by Vendors & Receipt of Equipment by Institutions
 - o March 2024 (onwards)-operationalization of Labs & start of User acceptance testing
- Stability / Performance Period: 3 months along with UAT (User Acceptance Test)
- Warranty post installation and commissioning: 1 year (Warranty starts post UAT)
- Operation & Maintenance: 4 years post warranty

5.0 5G USECASE LAB PACKAGE & SERVICE VENDORS (As per the Zone allotted)

5G use case lab is an integrated setup of Network Technologies, OT & IT technologies for academic learning and experimentation

Vendor Name : Coral Telecom Ltd

Equipment details:



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S.N o	Equipment/Devices	Product/Make Model	Name
1	5G Core	Coral Air	Coral Telecom Ltd
2	5G Radio	BRIC7401	Resonous Technologies Pvt Ltd
3	IMS solution	R760xs	DELL/ Coral Telecom Ltd
4	MEC & Application server	R760xs	DELL/ Coral Telecom Ltd
5	NMS (with Dashboard)	Coral NMS	Coral Telecom Ltd
6	Router with Firewall	NFRxG	Cosgrid Networks
7	5G SIMs	Standard	
8	5G Evaluation Board / Hardware and Software Development Kit.		Coral Telecom Ltd
9	IoT Gateway	IG4xG	Cosgrid Networks
10	IoT sensors with analytics software (Loaded in Application server)	Coral GYAN	Coral Telecom Ltd
	Temperature & Humidity sensor	Standard	
	Light sensor	Standard	
	Soil sensor (NPK)	Standard	
	Water (TDS/chlorine) sensor	Standard	
11	5G Mini Drone	SUPARNA	Menthosa Solutions

Shruti

S. Kumar

T. Kumar

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S.N	Equipment/Devices	Product/Make Model	Name
12	5G XR(AR/VR/MR) headset or Device (with loaded application such as remote maintenance / training/skill development/ education etc.)	NXGXR2205	Ajnalens
13	5G Indoor CPE	KAP510	Kenstel Comm. Pvt Ltd
14	5G Camera with AI enabled Video Analytics (Face/Object/Motion detection, people counting etc.)	SC-IS 22 BP (Sparsh)	(Sparsh)Samriddhi Automations Private Limited
15	5G Handsets	Galaxy F23 5G	Samsung
16	Adjustable Tripod Pole (3m)	Standard	
17	24 U Rack	27U D-link	D-Link
18	UPS 5KVA (1hr backup)	Maxipower	Uniline Energy Systems Pvt Ltd
19	32 inch FHD Display	M5 FHD	Samsung
20	L2 Managed Switch (24 port)	DGS-1250-28XMP	D-link
21	Testing & Tracing Tools	Coral ANANT	Coral Telecom Ltd

- Basic Training & subsequent trainings during features upgrade- both offline & online (Training plan will be made available)
- User Acceptance Testing: UAT Test Procedure (Test Cases, expected results, assumptions, boundaries etc.) & Support for Testing
- Remote expertise support
- O&M support

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Brunar

SKumar

T. Kumar

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- Usage guide
- Other necessary support services through the Help Desk/Portal

6.0 DELIVERABLES OF INSTITUTION

- 6.1 At least 50 no. of Students and 10 nos. faculty utilizing the lab for testing/project development per year
- 6.2 At least 5 nos. of Start-ups/MSMEs engaged in the lab for testing/product development in a year
- 6.3 At least 10 no. of Products/solutions/IPs developed/tested in a year
- 6.4 Efforts to contribute in standardization process and drive the technologies developed/being developed to become part of the standards.
- 6.5 Efforts to pilot/commercialize/deploy the tested/developed products got in field
- 6.6 At least two papers to be published in a year.

The deliverables at 6.2-6.5 are time taking considering the fact that use case development is a time taking process (ideation-development-standardization-deployment). The deliverables 6.4, 6.5 are included as aspirational targets to be monitored and respective outcomes would be captured.

7.0 100 5G Labs portal (Bharat5Glabs.gov.in):

All the 100 Labs will be connected through a dedicated portal (Digital network of 100 5G Labs). It also acts as a knowledge dissemination platform for other institutions/students/startups etc. Bharat5Glabs portal is going to be a one-stop solution for all the 5G/6G-related works capturing Academic R&D developments, Standards (TEC/TSDSI/WPC- ITU, 3GPP, etc.), Industry, OEMs, Startups/MSMEs, Students, subject matter experts, etc. Also, other Digital services-related State portals will be linked through this portal. The portal broadly consists of the following

- 7.1 Digital Network of 100 5G Labs (100 Institutions with student & Start-up ecosystem across India will be connected)
- 7.2 Telecom IPR facilitation for Start-ups & Academia (supported by TEC & C-DOT)
- 7.3 Telecom PoCs/Pilots for Start-ups & Academia (supported by BSNL)
- 7.4 6G & Quantum related activities
- 7.5 Other upcoming initiatives will be suitably made available in the portal

8.0 RESPONSIBILITIES OF THE INSTITUTION

- 8.1 Provisioning of proper built-up space incorporating AC (1000 sq ft or more).
- 8.2 Further, as the space may be utilized for standard 5G Lab Package, Additional use case equipment devices + Innovation workspace for Start Ups, experts from global OEMs, TSPs, TCOE, NTIPRIT, Govt. Officials etc.

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Therefore, Institutions may ensure that adequate space is already available to convert these labs into innovation centers.

- 8.3 Necessary power supply and arrangements for the same (as per the need along with UPS backup)
- 8.4 High speed Internet/intranet connectivity (along with dedicated bandwidth)
- 8.5 Skilled -manpower for maintenance of the lab and equipment's. The vendor will provide requisite training for the same.
- 8.6 Institution will also provide needful equipment/item (if required) in the installation of Lab & support for the same.
- 8.7 The institute shall pay its contribution of Rs. 14.25 Lakh inclusive of 18% GST (which amounts of 20% of CAPEX) to the TCIL within 6 months from the date of the signing of this agreement
- 8.8 The institution shall take care of the safety and security of the Lab.
- 8.9 Institution shall take adequate steps to enable the maximum utilization of the Lab by students/ faculty/MSME ecosystem etc. Institution shall extend connectivity to portal for updating the Labs utilization and shall do value addition reg 5G use cases being tested/developed as part of knowledge dissemination for the benefit of other institutions/students/startups etc. Institution shall utilize the 100 5G labs portal creating the profiles of faculty, students & other experts, regularly updating the R&D projects & activities, access to other institutions/students.
- 8.10 Institution shall extend necessary support to DoT in organizing/conducting workshops/ Hackathons/Adoption of labs/mentoring & upskilling of faculty, students, startups etc. in collaboration with TSPs/OEMs/CoEs etc.
- 8.11 Institution shall facilitate the visits by DoT & its field units (LSAs/CCAs/WMOs etc.) and shall proactively share the R&D activities information viz. Technology working areas, IPRs, Research projects (ongoing & completed), R&D infrastructure (equipment/Labs), collaboration with industries, Startup ecosystem etc. This will enable DoT and other technical departments to support the institutions in a focused way.
- 8.12 Institution shall obtain the spectrum (experimental License) in the n78 band (3300MHz to 3600 MHz) for developing & testing use cases, through the Saral-Sanchar portal (<https://saralsanchar.gov.in>)
- 8.13 Institution shall facilitate Lab Access to other institutions, students, Startups/MSMEs to support digital innovation in Emerging Communication Technologies by utilizing the portal
- 8.14 Institutions may put their best efforts to collaborate with other Industry members/TCOE to convert these Labs into Centers of Innovation
- 8.15 Institution will also be part of User Acceptance Testing team
- 8.16 Institutions are actively encouraged to take ITU Accademia membership to get benefit from Global Technology expertise subsequently contribute to standardization process considering the Indian specific needs.
- 8.17 Institutions may have separate engagement with TCIL/Vendors to procure additional equipment/use case devices to enhance the functionality and diversity as per the need.

Dr. Anurag

S. Kumar

T. K.

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[Signature]

- 8.18 Institution are encouraged to be part of Sanchar Mitra Scheme which aims to engage students as volunteers for creation of awareness towards citizen centric services including awareness on cyber security. The scheme seeks to establish a bridge between the Department of Telecommunications (DoT) and citizens, fostering a collaborative approach towards telecom issues.

9.0 RESPONSIBILITIES OF TCIL

- 9.1 TCIL shall undertake the following activities regarding the 100 5G Use Case Lab: -
- Implementation, testing and commissioning of the project.
 - Project Management & change management support.
 - Operation and Maintenance
 - Optimal utilization of Labs in co-ordination with DoT & its field units (LSAs, NTIPRIT etc.)
- 9.2 TCIL will develop, host and maintain a 100 5G labs portal for implementation, monitoring and management of the project which inter alia includes i.e. publishing guidelines/terms and conditions, receiving the applications for Hackathons & workshop requests, publishing shortlisted Institutions, project Status Tracking, status of Institution contribution, monitoring milestones, submission of periodic fund utilization certificates by beneficiary institutions, Remote O&M support, Database of institutions & industry partners, Projects / use cases developed, Lab Utilization etc.
- 9.3 TCIL will extend O&M support, Remote support, Basic Training, periodic upgradations etc. to keep the Labs up & running.
- 9.4 TCIL will submit quarterly consolidated lab utilization certificates to DoT provided by the institutions through Portal and institution shall provide any requisite information, if desired for the same.
- 9.5 TCIL will make provision in the portal for Institutions to upload all the information related to deliverables including successful 5G projects/pilots related to Health, Agriculture, intelligent Transport systems, Industry 4.0 etc.
- 9.6 TCIL will extend necessary field support to all the DoT initiatives (Hackathons, Workshops, adoption etc.) in co-ordination with field units of DoT (LSAs/CCAs etc.)
- 9.7 TCIL is also encouraged to explore and execute similar projects independently with other institutions as well to promote the proliferation of 5G use case labs with different configurations and flavors (not limiting to the scope of the above project).

10.0 PAYMENT TERMS

- 9.1 Institution shall make payment of 20% of the CAPEX - Rs. 14.25 Lakh inclusive of 18% GST (Price discovered through financial bids)
- 9.2 The payment shall be made by INSTITUTION to TCIL in full within 6 months of signing of this Agreement.



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11.0 OWNERSHIP

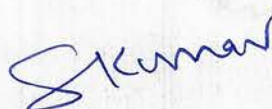
- 11.1 The ownership of the Lab will be with the beneficiary INSTITUTION, during and after the project completion.
- 11.2 The beneficiary institution in co-ordination with TCIL, shall be taking full responsibility for safety, security, utilization of the Lab by student/faculty/start-up ecosystem etc.
- 11.3 The beneficiary institution shall provide necessary facilities such as: Space, power supply, internet & intranet connectivity, other equipment, tech-manpower (for local maintenance) etc. <<as mentioned in DOT OM>>

12.0 FORCE MAJEURE

- 11.1 The Implementing Agency shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots act of unsurpassed power, lockdowns, pandemic, quarantine restrictions etc. The Implementing Agency shall notify CENTRAL UNIVERSITY OF HARYANA in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.
- 11.2 The Implementing Agency shall not be liable in any way to bear any losses and no compensation of any kind whatsoever will be payable by the Implementing Agency to CENTRAL UNIVERSITY OF HARYANA in the event of force majeure.
- 11.3 A suitable force majeure clause shall be incorporated in all the agreements entered into by the Implementing Agency with the contractors/ agencies.
- 11.4 The party seeking to rely on an event of force majeure shall bear the burden of proving that the event of force majeure has occurred and has caused its failure or delay in performing its obligations under this Agreement.
- 11.5 This clause shall not affect any rights or remedies available to either party under this Agreement or at law, including the right to claim for any Agreement due and payable under this Agreement up to the date of termination due to force majeure.

13.0 DISPUTE RESOLUTION

- 13.1 Any matter which is not stipulated in the Agreement, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
- 13.2 "In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th Dec, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.



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13.3 This Agreement shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts at New Delhi.

13.4 In case of Non-Government Organization, the following clause shall be applicable:

- i) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a "Conciliation and Settlement Mechanism (CSM)" and the detailed guidelines/procedure for such CSM is annexed hereto as Annexure-A (Section-19 to made part of MOU). That it is understood and agreed between the parties that the CSM annexed as Annexure-A with the present agreement forms and shall be treated as part and parcel of the present agreement.
- ii) If the parties fail to resolve such disputes through the conciliation proceedings, then and only then, a party shall refer the dispute to arbitration as mentioned in the following manner:
 - a. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU shall be referred to and decided by a sole arbitrator, who shall be appointed by the CMD, TCIL only. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996, as amended from time to time, and the venue of the arbitration shall be in New Delhi.
 - b. Notwithstanding the generality of the above, it is a term of this contract that no person other than a person appointed by CMD, TCIL as aforesaid, should act as arbitrator and if for any reason that is not possible or any party does not agree to such appointment of Arbitrator by CMD, TCIL for whatsoever reason, then the matter is not to be referred to arbitration at all and such disputes shall be resolved under the mechanism provided by the state in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- iii) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- iv) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under this clause

14.0 MODIFICATIONS OR VARIATIONS



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14.1 Any modification(s) or variation(s) of the terms and conditions of this AGREEMENT / scope of the Services, may only be made by the Parties in writing. Each Party shall give due consideration to any proposals for modification(s) or variation(s) made by the other Party and cost implication thereof.

15.0 TERMINATION OF AGREEMENT

15.1 The Implementing Agency may terminate this AGREEMENT before the expiry of the term by giving the <INSTITUTION> a prior and written notice of at least three (3) months in advance indicating its intention to terminate the AGREEMENT. In such an event, the <INSTITUTION> shall make the full payment, payable as per the agreement, to Implementing Agency in respect of the work completed upto the date of such termination.

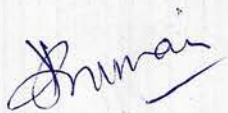
15.2 Nothing in this AGREEMENT shall constitute, create or give effect or recognize a JV, Partnership or business entity of any kind.

16.0 DURATION AND VALIDITY

This AGREEMENT is valid for a period of six years from the date of signing ("Effective Date") unless renewed/extended by mutual agreement. In case, the implementation of the project gets extended then all the provisions of this AGREEMENT shall continue to operate till this AGREEMENT is formally renewed/extended/ replaced or terminated or the Project gets completed in all respects.

17.0 CONFIDENTIALITY

Both the parties agree to keep confidential all information shared with the other party and clearly marked as 'Confidential' in connection with this AGREEMENT <<may be seen whether all information shared shall be confidential otherwise TCIL would have to take care to mark the information as confidential for the applicability of this clause>>and disclose to third party only after taking prior written consent of the other party. This clause excludes information available in public domain or the information required to be disclosed pursuant to a court order or is independently developed by the Parties without any reference to confidential information or was already known to Parties prior to its disclosure by the other party. The confidentiality provisions of this Agreement shall remain in full force and effect during the term of this Agreement and 12 months thereafter.

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18.0 AUTHORITY SIGNATORY:

The Director/Registrar/Principal/Head of the Institution is the authorized signatory for the signing of the Agreement.

19.0 CO-ORDINATION OF THE AGREEMENT

19.1 This Agreement will be coordinated by <name of post> for TCIL, and by <name of post> for <INSTITUTION>. Any Party may change its representative by providing written notice thereof to the other Parties at least fifteen (15) days before such change.

19.2 The above representatives, or their delegates, may meet or otherwise communicate as required in order to:

- (a) review the progress and results of Work performed under any Project Agreement;
- (b) propose, as necessary, any modifications to the Work or the terms of reference of an Agreement;
- (c) discuss, as necessary, the terms of reference of this Agreement, and propose modifications as appropriate; and
- (d) discuss and endeavor to resolve any difficulties arising from the joint activities carried out under this Agreement.

20.0 NOTICES

Notices and other communications under this Agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the Agreement.

in the case of Central University of Haryana to:

Prof. (Dr.) Tankeshwar Kumar,
Vice Chancellor,
Central University of Haryana,
Jant-Pali, Mahendergarh
Haryana Pin: 123031
Telephone: +91-1285- 260201
Email: vc@cuh.ac.in

And in the case of TCIL to:

Sanjay Kumar, General Manager (Digital Transformation)
Telecommunications Consultants India Limited
TCIL Bhawan, Greater Kailash – I
New Delhi – 110048
Telephone: +91-11-26202409
Facsimile: +91-11-26242266



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or to such other addressee as the Parties may designate by giving thirty (30) days prior written notice.

21 WAIVER

Any failure or delay by either Party to exercise any right, power, or privilege hereunder or to insist upon observance or performance by the other of the provisions of this agreement shall not operate or be construed as a waiver thereof.

22 SEVERABILITY

This agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by the court of competent jurisdiction to be invalid and unenforceable, such provisions will be deleted from this agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions of this agreement will be unaffected.

By signing this Agreement, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.

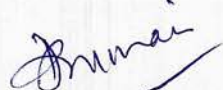
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed, in duplicate to be effective as of the Effective Date, by its duly authorized representative.

FOR and on behalf of

Central University of Haryana


कुलपति
Vice-Chancellor
Authorised Signatory
Name: Prof. T. Kumar
Designation: Vice-Chancellor
Central University of Haryana
महेंद्रगढ़, हरियाणा-123031

WITNESS


Name: Prof. Rakesh Kumar
Designation: Professor

FOR and on behalf of

TELECOMMUNICATIONS
CONSULTANTS INDIA LIMITED


Authorised Signatory
Name: SANJAY KUMAR
Designation: GM (DT)


WITNESS


Name: RAHUL
Designation: Deputy Manager

21.0 Acronyms:

- CCA- Controller of Communication Accounts
- CoE- Centre of Excellence
- DoT-Department of Telecom
- LSA- Licensed Service Area
- NTIPRIT- National Telecommunications Institute for Policy Research Innovation & Training
- OEM- Original Equipment Manufacturer
- RLO- Regional Licensing Offices
- TCIL- Telecommunications Consultants India Limited
- TEC- Telecom Engineering Centre
- TSP- Telecom Service Providers
- WMO- Wireless Monitoring Organization

Annexure-A to Dispute Resolution Clause

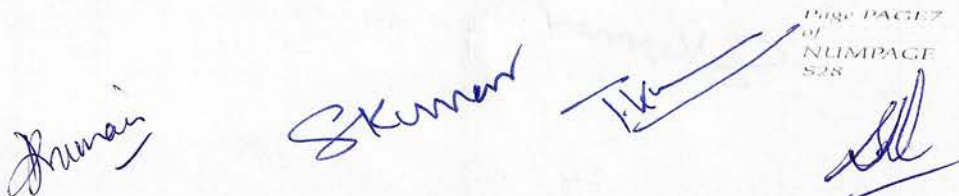
Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.

1. Objective:

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

2. The Standing Operating Procedure (SoP)

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:



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- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL along with a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD, TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the

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parties.

- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.
- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
- 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then

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the conciliation proceedings shall be concluded in this extended period.

12) If no settlement is arrived between the parties in the time mentioned in clause 5) above, then the conciliation proceedings shall be deemed to have been failed.

13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

3. Resort to arbitral or judicial proceedings:

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

4. Admissibility of evidence in other proceedings.

1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—

(a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;

(b) admissions made by the other party in the course of the conciliation proceedings;

(c) Proposals made by the parties or conciliator;

(d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.

5. Confidentiality.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement

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agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

6. Termination of conciliation proceedings.

The conciliation proceedings shall be terminated on happening of any of the conditions below:-

- 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 5) by the lapse of time or extended time as provided in clause 2(12) above

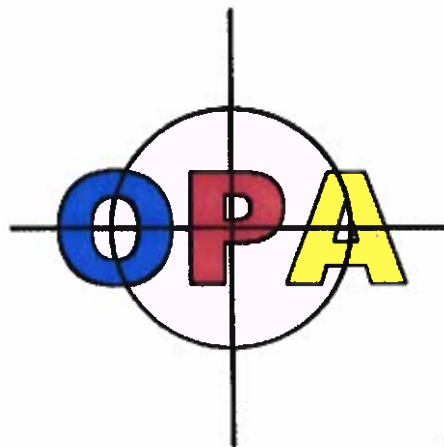
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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**Department of Printing and Packaging Technology
School of Engineering and Technology
Central University of Haryana, Mahendergarh, Haryana
(‘A’ Grade, NAAC Accredited)**

&

**Offset Printer’s Association, 2051, B-XX,
Gobind Nagar, Ludhiana, Punjab
Registered Under Societies Act,
Registration No. 1694 of 1995-96**

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU' is entered on the 26th day of -September- Two Thousand Twenty Four (23/09/2024),

Between

Department of Printing and Packaging Technology, School of Engineering and Technology, Central University of Haryana, Mahendergarh, Haryana, the First Party represented herein by its **Name of Competent Authority / Representative** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in- office, administrators and assigns).

AND

Offset Printer's Association, 2051, B-XX, Gobind Nagar, Ludhiana, Punjab, the Second Party, and represented herein by its Zonal / Divisional Head, **Name of Competent Authority / Representative**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

WHREAS:

- A) First Party & Second Party will collaborate to promote effective use of mutual resources for enhanced opportunities for students.
- B) The Parties intend to cooperate for Skill Based Training, Education and Research.



**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH
IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The building graduates from the institutions can play a key role in technological up gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology for better training & placement of students.



- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placements of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of – **Printing and Packaging Technology**.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gaps and make them industrial ready.
- 2.7 **Expert Lectures:** Second Party to extend the necessary support to deliver expert lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure / training as per the industrial requirements considering the National Occupational Standards in concerned sector, if available.
- 2.9 There is no financial commitment on the part of the **Department of Printing and Packaging Technology, School of Engineering and Technology, Central University**
-

of Haryana, Mahendergarh, Haryana, the First Party to take up any activity mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

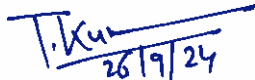
- 4.1 This agreement will be valid initially for a period of 3 years. It can be extended further with mutual consent.
- 4.2 Both parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge existing obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent entities, and the relationship established under this MoU shall not be constructed as a partnership. Neither Party is authorized to use the other Party' name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party' credit, or to extend credit on behalf of the other Party.



FOR AND ON BEHALF OF CUH


Prof. Tankeshwar Kumar
(Vice Chancellor, CUH)

**Department of Printing and
Packaging Technology**

Central University of Haryana
Phone No. 01285-260189
E-mail:- hodppt@cuh.ac.in
Website:- www.cuh.ac.in

FOR AND ON BEHALF OF OPA


Prof. Kamal Mohan Chopra
(General Secretary, OPA)

Offset Printers' Association

2051, B-XX, Gobind Nagar,
Ludhiana
Phone No.0161-2404979, 2404221
E-mail: -
offsetprintersassociation@gmail.com
Website:- opaindia.in

Witnesses


Prof. (Dr.) Suneel Kumar
Registrar (Off.)
Central University of Haryana
Email: registrar@cuh.ac.in
Contact: 01285-260202


Prof. (Dr.) Phool Singh
(Dean, SoET)

**MEMORANDUM OF UNDERSTANDING
FOR
ACADEMIC COLLABORATION**

Between

**CENTRAL UNIVERSITY OF HARYANA
(INDIA)**



and

**NAKHON RATCHASIMA RAJABHAT UNIVERSITY
(Thailand)**



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MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is entered into this 10th September, 2024

BETWEEN

Central University of Haryana (CUH) is a Central University in India established by Ministry of Human Resource Development, Government of India (GoI) in XI Five Year Plan (2007-2012) under the Central University Act-2009 of the Parliament, P.O.Box 129031 with its office located at Jant-Pali, Mahendergarh, Haryana, India (hereinafter referred to as CUH),

AND

Nakhon Ratchasima Rajabhat University, a Public University established under the Rajabhat University Act B.E. 2547 (2004) by Bhumibol Adulyadej, REX given on the 10th Day of June, RE. 2547 (2004), P.O. Box No 30000 with its office located at 340 Suranarai Rd., Nai Muang, Muang, Nakhon Ratchasima, Thailand (herein after referred to as NRRU)

1. Preamble

WHEREAS, the above named parties (the "Parties") wish to explore possibilities for collaboration in promoting progress in all research areas of common interest, to build academic ties, collaborate on research projects and to jointly organize conferences.

NOW THEREFORE, (the "Parties") HEREBY agree to enter this Memorandum of Understanding between the two institutions to explore opportunities for collaboration according to the terms and conditions set out in the articles following hereunder:

2. Aim of the MoU

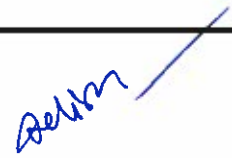
The aim of this MoU is to provide for cooperation on academic activities of the two universities that will strengthen mutual understanding, foster friendly cooperation and promote sustainable and productive academic collaboration and exchange between faculty, researchers and students of both the parties.

3. Scope of the MoU

Areas of joint activity may include (but are not necessarily limited to) the following:



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- 3.1 Training in (Ph.D. and Master programme) engineering, STEM Engineering, Information Technology, Mathematics, Physical and Life Sciences, Tourism, Community and Cultural studies, Language studies, Artificial Intelligence and technological applications, DATA Science, Teacher Education, Population / Demographic studies, Yoga and Sports etc.
- 3.2 Joint curriculum development (Joint degree, Double degree, Twin Degree)
- 3.3 Exchange of academic staff for the purpose of research, teaching and the presentation of special courses in their fields of specialization
- 3.4 Student exchange and study abroad programmes on credit transfer system
- 3.5 Establishment of joint research programmes;
- 3.6 jointly organization of conferences, seminars and symposia of mutual interest to the institutions;
- 3.7 Interaction between teaching and administrative programs
- 3.8 Jointly conducting need-based Online/offline Short-Term courses
- 3.9 Exchange of scientific and educational literature, software.
- 3.10 Other partnerships that strengthen the mutual commitment of the Parties to a long-term relationship

4. Commencement, Duration and Termination

- 4.1 This MoU will commence on the date of its signing by both parties and shall remain in force for an initial period of Five Years.
- 4.2 Any amendment of and/or modification to the MoU will require the written approval from both parties.
- 4.3 The MoU shall renew itself automatically for successive periods of five years unless either of the parties notifies the other party in writing of its desire to terminate or revise the memorandum.
- 4.4 Termination may take place at any time by any of the parties and is fully discretionary and a notice period will apply to any party wishing to terminate the MoU of 90 days. No reasons have to be provided for termination.
- 4.5 Termination shall, however, not affect the implementation of the projects or programmes established under it prior to such termination.
- 4.6 Any student who has commenced studies at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.





5. Activities Envisaged

In pursuit of the aim of the MoU, the Parties hereby agree to undertake to promote, within the framework of the provisions of the respective government regulations applying in each of the institutions, and subject to the availability of resources, the following activities:

6. Indemnity

- 6.1 No party shall be liable to the other Party or its servants, agents, employees or any other person or legal entity associated with the business of the other Party for any loss, injury or damages which may be sustained as a result of this Agreement, unless there is negligence on the part of that party.
- 6.2 Subject to Clause 6.1, the Parties hereby indemnifies the other Party against any direct claim, liability, loss, proceedings, expense and costs of whatsoever nature (save and to the extent caused by the negligence or intentional act(s) (whether direct or indirect, consequential or otherwise).

7. Programme Specific Agreements

- 7.1 This MoU is designed to facilitate development of mutually beneficial exchanges/programmes and to promote research and educational relationships.
- 7.2 Before any of the activities referenced above may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Programme Specific Agreement").
- 7.3 The term of such Programme Specific Agreements shall not extend beyond three 3 years in length unless specifically agreed upon and in the event of a period longer than five years needs to comply with all relevant policies and procedures.

8. Funding

- 8.1 The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Programme Specific Agreement related thereto.
- 8.2 The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programmes undertaken pursuant to this MoU.



9. Confidentiality

Both parties acknowledge that any information disclosed by or on behalf of any of the parties which is not in the public domain is confidential and may not be used or disclosed to any other party (whether before or after the termination of this MoU) for any reason whatsoever save as strictly necessary for the due and effectual collaboration under this MoU or where it becomes a legal requirement to release information.

10. Cancellation

- 10.1 Should any of the parties fail to comply with any of their obligations in terms of this memorandum, the other party may cancel the memorandum without prejudice to any rights it may have in terms of the memorandum, by giving three (3) months written notice.
- 10.2 Any student who may have commenced at either institution before the date of termination may complete his or her study programme as if this agreement had not been terminated.

11. Intellectual Property

- 11.1 Both parties agree that any intellectual property belonging to an institution, which may include but will not be limited to the following: research material, publications, articles and other academic materials, will belong to that institution and no other party will have a claim against such intellectual property.
- 11.2 It is the intention of the institutions that all research derived from the collaborative efforts of the two parties will be the joint property of both Parties, proportionate to the Parties' respective contributions, unless otherwise specified in a particular departmental MoU or the specific institutional policies on intellectual property or legislation.
- 11.3 In the event of any of the parties wanting to use the jointly owned research for any further purpose i.e. delivering of papers and publishing of academic articles, the other party's written consent will be obtained.

12. General Considerations

- 12.1 The terms of, and the necessary resources for, such joint activities and exchange programmes shall be discussed and mutually agreed upon in writing by both Parties through the liaison officers specified by the parties prior to the initiation of the particular activity or programme.

- 12.2 The activities under the MoU will be undertaken by specific appointees from each institution.
- 12.3 Any amendment of and/or modification to the MoU will require the written approval from both Parties.
- 12.4 The termination of this MoU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 12.5 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future, including but not limited to any privacy legislation and data protection legislation.
- 12.6 Exchange of academic information and materials, publications, research databases, and courseware, in between both the universities will comply with the policy of concerned university, as well as all relevant legislations pertaining to access to information.
- 12.7 In the unlikely event of any litigation such litigation will take place in the country of the aggrieved party.
- 12.8 In the unlikely event of any dispute between the parties, the parties will use their best endeavors to resolve the dispute amicably. Should the dispute not be resolved within a reasonable time and it is considered to be of a serious nature, the aggrieved party may inform the other party of its intention of arbitration. Such arbitration will take place in the country of the aggrieved party and that country's arbitration legislation will take precedence.

13 Communication:

- 13.1 Any Notice, request, document, or other communication submitted by either Central University of Haryana or the Nakhon Ratchasima Rajabhat University under this agreement will be in writing or by other available source of communication, to the following contact persons:

For CUH

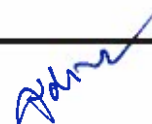
(1) Dr. Dinesh Chahal

Dean, Office of International Affairs

Central University of Haryana, India

Jant- Pali Village, Mahendergarh, Haryana, India, PIN-123031

Email: uia@cuh.ac.in Phone Number +91-9416313411



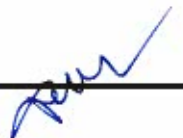
(2) Dr. Kheraj,
Member, Office of the International Affairs,
Central University of Haryana,
Jant- Pali Village, Mahendergarh, Haryana, India, PIN-123031
Email: kheraj@cuh.ac.in Phone Number +91-9968914075

For NRRU

Miss Donlaya Petchdee,
Acting Director of International Affairs Office,
Nakhon Ratchasima Rajabhat University,
340 Suranarai Rd., Nai Muang, Muang,
Nakhon Ratchasima, P.O. Box 30000 Thailand
Email: donlaya.p@nrru.ac.th, Phone Number +66 (0) 44 009009 Ext. 1548

- 13.2 All notices and any other communications by either Party in terms of this Agreement or relating to it shall be given in writing and sent by registered post or delivered by hand to the recipient Party at its relevant address.
- 13.3 Either Party may, by written notice to the other Party, change any of the addresses at which, (or the designated person for whose attention) those notices or other communications are to be given.
- 13.4 Any notice or other communication given by any Party to the other Party which:
- 13.4.1 is sent by registered post to the addressee at its specified address shall be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of posting; or
- 13.4.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be deemed to have been received by the addressee at the time of delivery; or
- 13.4.3 is transmitted by way of email to the above mentioned email addresses, shall be deemed to have been received by the addressee on the day of sending the email.
- 13.5 The provisions of this clause shall not invalidate any notice or other communication actually given otherwise than as described in these provisions.





14. Signatories

We, the undersigned, do hereby commit ourselves into undertaking the assigned tasks as contained in this Memorandum of Agreement as well as any other activities as shall mutually be discussed and agreed upon by the parties from time to time.

IN WITNESS whereof, the parties hereto have caused this MoU to be signed and delivered as of the day and year first above written and, in the manner, hereunder;

For CUH

SIGNED BY  Prof. Tankeshwar Kumar, Vice-Chancellor, Central University of Haryana, India. Email: vc@cuh.ac.in Date 10th Sept. 2024
--

For NRRU

SIGNED BY  Assoc. Prof. Adisorn Naowanondha, Ph.D. President, Nakhon Ratchasima Rajabhat University, Thailand. Email: adisorn.n@nrru.ac.th Date: 10 September 2024

WITNESSED BY


10-09-2024
Prof. (Dr.) Suneel Kumar
Registrar (Off.)
Central University of Haryana,
Mahendergarh, India
Email: registrar@cuh.ac.in
Date.....


Assist. Prof. Arnut Jaisamrarn, Ph.D.
Vice President for the University Council, Special and
International Affairs
Nakhon Ratchasima Rajabhat University, Thailand
Email: arnut.j@nrru.ac.th
Date.....


Dr. Dinesh Chahal
Dean, Office of International Affairs
Central University of Haryana, India
Email: oia@cuh.ac.in
Date 10/9/24


11/09/2024
Assoc. Prof. Sirivadee Wiwithkhunakorn, Ph.D.
Dean of Faculty of Humanities and Social Sciences
Nakhon Ratchasima Rajabhat University, Thailand
Email: sirivadee.w@nrru.ac.th
Date.....

MEMORANDUM OF UNDERSTANDING

BETWEEN



Central University of Haryana, Mahendergarh, Haryana

(‘A’ Grade, NAAC Accredited)

Department of Printing and Packaging Technology

(School of Engineering and Technology)

AND



Indian Institute of Packaging (IIP)



1. MEMORANDUM OF UNDERSTANDING:

- 1.1. The present Memorandum of Understanding (hereinafter referred to as “MoU”) made and entered into on 20/1/2025 at IIP Delhi between Central University of Haryana, Jant-Pali, Mahendergarh (hereinafter referred to as “CUH”) which expression shall, where the contexts so admit, include its employees and officers, of the First Part.
- 1.2. Indian Institute of Packaging (hereinafter referred to as “IIP”), which expression shall, where contexts so admit, include its employees and officers of the Second Part.
- 1.3. CUH and IIP are referred to herein collectively as the “Parties” and each individually as a “Party”.

2. PREAMBLE:

WHEREAS, IIP is an Autonomous Body under the Aegis of Ministry of Commerce & Industry, Government of India situated in Delhi. The mandates of the institute are education (Masters Degrees and Post Graduate diploma), research (in food packaging) and outreach (Dissemination of knowledge, technologies to food & allied industries).

AND WHEREAS, Central University of Haryana is one of the fifteen new Central Universities established by Ministry of Human Resource Development, Government of India (GoI) in XI Five Year Plan (2007-2012) under the Central University Act-2009 of the Parliament.

The University has been accredited with ‘A’ Grade in the second cycle of NAAC assessment and accreditation conducted in August 2023. The University has been listed among the top 150-200 Universities in NIRF ranking. The University is fully funded by the University Grants Commission (UGC). CUH has a well-established Department of Printing and Packaging Technology, started in the year 2016 under the umbrella of the School of Engineering & Technology with the aim to impart high quality and practical education to the students in the field of Printing and Packaging Technology. The department currently offers a Bachelor of Technology (B.Tech.) Programme in Printing and Packaging Technology.



3. SCOPE OF AGREEMENT:

- 3.1. This Agreement deals with modalities and terms and conditions for academic cooperation between IIP and CUH, the rights and obligations of either party thereto and other arrangements between the parties.
- 3.2. The MoU shall come into force from the date of signing of this agreement (hereinafter called the “effective date”) and shall remain valid for a period of 5 (five) years or until superseded or cancelled by both the parties mutually.
- 3.3. This MoU will be applicable for faculty and students of CUH and IIP, for academic, PG and joint Ph.D research work, development of infrastructure, orientation/refresher programme/ faculty development program (FDP)/STC.

4. RESPONSIBILITIES OF CENTRAL UNIVERSITY OF HARYANA, JANT-PALI MAHENDERGARH, HARYANA AND IIP, DELHI:

- 4.1. It is agreed that the collaboration between CUH and IIP shall be established in the area of mutual interest to both the institutions for academic and research activities. Accordingly, all the students of CUH or IIP may undertake their PG and Ph. D research work in the areas of mutual interest of both the institutes.
- 4.2. The parties will support sharing of research facilities commensurate with collaborative research projects. Faculty/Scientific staff of the respective parties will be reciprocally welcomed on the partner site. Prior consent of the collaborating faculty/scientists may be undertaken on project-to-project basis.
- 4.3. The parties agree to extend their infrastructure, laboratory and library facilities to faculty/scientist/research worker/student of the CUH and IIP for accomplishing collaborative/joint research programme/project or research work.



- 4.4. Faculty member/Scientist of the collaborating institutions may be assigned as a Supervisor/Co-supervisor of the students for their research/project work on the recommendation of competent authority of CUH and IIP. For student registered in technical programme at CUH and participating in the project under MoU, the faculty of CUH will be the Supervisor and the faculty of IIP will be co-supervisor and vice versa.
- 4.5. Such a faculty member/scientist shall abide by the academic rules and regulations of the CUH and IIP. The concerned Director/Head of Institute shall ensure observance of the Academic rules and regulations of the parties.
- 4.6. The technical programme of student's research/project work can be decided by the Supervisor/Co-supervisor of CUH and IIP as the case may be.
- 4.7. The costs of specific consumables/operational costs of the equipment etc. will be borne by the respective parties (laboratory materials which can include chemicals, reagents, solvents, and solutions etc.; research supplies such as glassware, filters, and disposable items like pipettes, gloves, and masks etc.)
- 4.8. chemicals, reagents, glassware, etc.).
- 4.9. The number of students from CUH and IIP to be accommodated under the MoU will be decided by the Heads of the parties.
- 4.10. Student/faculty member/scientist will be bound by the rules and regulations of both the institutes from time to time and will be provided accommodation subject to availability at mutually agreed cost.
- 4.11. If the faculty/scientist of both institutes submit a collaborative project, the said project will be approved by both the parties. Both CUH and IIP will promote submission of collaborative research proposals of mutual interest to outside agencies for funding.
- 4.12. IIP will assist the development of infrastructure and orientation/refresher



programme/Faculty Development Program (FDP)/STC for the early and mid-career faculty members of CUH and vice versa. Duration, frequency, adequacy and other modalities of such programme can be decided on mutually agreeable basis.

- 4.13. Both parties will collaborate to provide training programme/expert lectures for students and faculty members on the latest technologies in the printing and packaging industry, with the goal of addressing skill gaps.

5. INTELLECTUAL PROPERTY:

- 5.1. Intellectual property, research publications and benefits arising out of commercialization of technology generated out of cooperation under this agreement shall be jointly owned by CUH and IIP or as per guidelines of funding agency on mutual agreeable terms between CUH and IIP.
- 5.2. Emergence of any intellectual property issue/publications from the joint research/project/student's research work shall be dealt by both institutions on sharing basis between CUH and IIP.
- 5.3. In case of patentable inventions, both parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties. Commercialization in any other country shall be done jointly through a separate agreement. The ownership of IP rights shall be in proportion to research contribution by each party, which shall be borne out through properly maintained data and available records.

6. TERMINATION OF AGREEMENT:

The MoU shall be effective from the date of its signing by both the parties and shall remain in operation for 5 (five) years or until both the parties agree to terminate. In case, both the parties agree to terminate the MoU, the ongoing thesis or research work shall be allowed to be completed.



7. NOTICES AND COMMUNICATIONS:

Any notice to be given under this MoU shall be in writing and notice sent by registered post, courier or e-mail to the other party or its nominee shall be deemed to have been given on the date of dispatch. All notices by one Party to the other shall be deemed to be valid at receipt of the notice if sent by registered post, courier or e-mail to the address of the other Party as shown below:

To,

Registrar,

Central University of Haryana, Jant-Pali,
Mahendergarh, Haryana- 123031

Email: registrar@cuh.ac.in

Contact: 01285-260202

To,

Additional Director,

Indian Institute of Packaging
Delhi

Email: rodel.iip@gov.in

8. AMENDMENTS TO THE AGREEMENT:

The parties of this MoU may, by mutual written consent, add, modify, amend or delete any word, phrase, sentence or article in this MoU at any time during the operation of MoU.

9. SETTLEMENT OF DISPUTES ETC.:

No disputes are foreseen in the implementation of the MoU. The parties however, agree that if any dispute arises between them efforts will be made to settle the same amicably as possible. If the dispute still remains unsettled, it will be referred for resolution bilaterally to Vice-Chancellor (CUH) and Director (IIP). The decision so arrived at shall be final and binding on the parties of this MoU.

10. GOVERNING LAW:

The provisions of this MoU shall be governed by laws of India in so far as it relates

to the subject matter of this MoU. In the event of disagreement or dispute in matters pertaining to the MoU, it shall be addressed through mutual discussion and agreement in the first instance. Instance of such dispute or disagreement shall be communicated to the other party through a written communication to the physical address/email of the other party.

11. ARBITRATION CLAUSE:

In the event such mutual discussion does not result in an agreement, such disputes shall be settled under the laws of arbitration applicable to India by the sole arbitrator in accordance with the rules. The Director/Head of the Institute shall be the sole arbitrator for this purpose. The place of the arbitration shall be in CUH Mahendergarh / IIP New Delhi (India) and shall be carried out in the English language and the decision of the arbitrator(s) shall be binding.

In cases of ambiguity by interpretation of provisions of Clauses of MoU or where the MoU is silent, Director, IIP, and the Head of the institution would be final authority to decide on the issue.

12. JURISDICTION CLAUSE:

"The district courts of Mahendergarh, India/ District Court of Delhi shall have exclusive jurisdiction to hear any disputes arising from this MOU."

13. FORCE MAJEURE EVENT:

Any failure or delay of a Party to perform any obligation under this MOU solely by reason of acts of God, government acts / restrictions, riots, wars, strikes, lockouts, fire, flood, power failures, or other causes beyond its control (a "Force Majeure Event") shall not be deemed to be a breach of this MOU provided, however, that the Party so prevented from complying shall continue to take all action within its power to comply as fully as possible with the provisions of this MOU. Performance of this



MOU shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist.

14. INDEMNITY CLAUSE:

Each party agrees to indemnify and hold harmless the other party from any claims, damages, losses, or expenses (including legal fees) arising from its actions or omissions under this MOU, except in cases of gross negligence or willful misconduct.

15. SEAL OF PARTIES:

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by the hands of duly authorized representatives on the day, month and year first before written and that Parties hereto caused this MoU to be executed by their duly authorized signatories in two original copies. The Parties mutually acknowledge and declare to have effectively negotiated and understand all the terms and conditions of this MoU and that; their concurrence on the MoU is the consequence of such negotiations and free will and without any misrepresentation, undue influence, coercion etc.





भारतीय पैकेजिंग संस्थान
Indian Institute of Packaging

An autonomous body under the Ministry of Commerce & Industry, Govt. of India

Delhi Centre

FOR AND ON BEHALF OF CUH

T. Kum
20/11/25

Hon'ble Prof. Tankeshwar Kumar,
Vice-Chancellor
Central University of Haryana
Email: vcoffice@cuh.ac.in

FOR AND ON BEHALF OF IIP

Shri R K Mishra
20.01.2025

Shri R K Mishra
Director
Indian Institute of Packaging
Email: director.iip@mah.gov.in

Phool Singh
20/11/2025

Prof. (Dr.) Phool Singh
Dean (SoET)

afisim / Dean
School of Engineering and Technology
Central University of Haryana
Plot No. 21, Patparganj Industrial Estate, Delhi-110092

Signature with seal

Tanweer Alam
20/11/25

Prof. Tanweer Alam,
Addl. Director & RO-IIP Delhi

Signature with seal

DR. TANWEER ALAM
Additional Director
INDIAN INSTITUTE OF PACKAGING
PLOT NO. 21, PATPARGANJ INDUSTRIAL
ESTATE, DELHI-110 092



Annexure-S8



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on 14th May 2025

Between
UltraTech Cement Limited
And
Central University of Haryana (CUH)
Mahendergarh, Haryana, India.

ULTRATECH Cement Limited, and **CUH** have many areas of common interest and considerable advantages may be gained from their pursuit on a collaborative basis in the fields of industry-academic relationships for mutual benefits.

The general objective of this memorandum of understanding (MoU) is to stimulate and facilitate the development of collaborative and mutual beneficial industry-academic relationships for mutual benefit, building fruitful and mutual relations and proposing to offer programs of mutual interest as agreed by the parties.

INTRODUCTION

UltraTech Cement Ltd. is the largest manufacturer of grey cement, Ready Mix Concrete (RMC), and white cement in India. It is also one of the leading cement producers globally. Its operations span across India, UAE, Bahrain, Bangladesh, and Sri Lanka. UltraTech is the largest manufacturer of concrete in India. UltraTech is the one-stop shop for every primary construction need. Its meteoric rise as India's largest cement brand reflects on the organization's focus on cutting edge technology, research and technical services. UltraTech Cement provides a range of products that cater to the various aspects of construction, from foundation to finish.

A handwritten signature in blue ink, likely representing UltraTech Cement Limited.

A handwritten signature in blue ink, likely representing Central University of Haryana.

UltraTech's parent company, the Aditya Birla Group, is in the league of Fortune 500 companies. It employs a diverse workforce comprising of 120,000 employees, belonging to 42 different nationalities across 36 countries. The Group has been ranked number 4 in the global 'Top Companies for Leaders' survey and ranked number 1 in Asia Pacific for 2011.

Whereas Central University of Haryana (Hence forth referred to as "CUH") has been established by **Ministry of Education** through an act of Parliament of India – The Central Universities Act 2009. The University is located at Mahendergarh in Haryana. The University has been accredited with Grade -A in the first two cycles of NAAC assessment and accreditation. The University is fully funded by the University Grants Commission (UGC) India.

The purpose of the cooperation between UltraTech Cement Ltd and CUH under this MoU are as follows:

1. This MoU is signed with the objectives of furthering industry-academic relationship for mutual benefit, building fruitful and mutual relations, and of proposing to offer programs of mutual interest as agreed by the parties.
2. To establish Centre of Excellence to promote Sustainable Construction Practices (CUH-CEPSCP) benefits of students, skilled and unskilled labour, contractors, Builders and working professional of construction sector.
3. To organize technical seminars, workshops, conferences and training programs in association with the ULTRATECH to provide the civil engineering community with the latest developments in research and developments of the construction industry.
4. To organize Seminars / Workshops/ Training programs for the benefit of teachers, scientists and students.



5. To arrange for **industrial visits, seminars and guest lectures** from Industryprofessionals/HR/Placement Agencies/Technology vendors to interface the students with global industry trends.
 6. To initiate research and development projects and shall carry out **collaborative research** in cement and construction industry.
 7. Visit and exchange of technology between CUH& ULTRATECH. This will help research at PG and doctoral levels at MRIIRS.
 8. To extend its**consultation** to regular development and provide solutions for technical complexities at ULTRATECH based on the post-graduate level and doctoral level research projects carried out at CUH-CEPSCP as per the consultancy policy of CUH.
- To develop curriculum by including the latest materials, technologies in cement, RMC and building products. ULTRATECH will provide subject expertise and train faculty and students. The trained students who meet the expectation of ULTRATECH will be placed in different sectors of ULTRATECH.
 - To organize industry visits to Cement & RMC plants, Concrete Road/ White topping / Mass housing project sites.
 - To engage students of CUH for internship in Cement and RMC Plants.
 - To visit Campus for placement of Students.

A Specific plan will be worked out for each activity, setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit



or an assignment or such exchange, including those concerning Financial implications will be worked out between the UltraTech Cement Ltd and CUH. A sperate agreement will be entered into giving such details including terms of exchange of any intellectual property.

2. **Coordination:** UltraTech Cement Ltd and CUH shall designate a coordinator to oversee and facilitate the implementation of Agreementas under. Both the Coordinators will periodically review and identify ways to strengthen cooperation between UltraTech Cement Ltd and CUH.

3. This general agreement of cooperationshall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall be providing details of concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representative of the parties.

4. Except as may be stipulated in specific program agreement. UltraTech Cement Ltd and CUH shall be responsible expenses occurred by its employees under this agreement. Before planning any joint activity, financial responsibilities of each party shall be reduced in writing and agreed upon.

5. This agreement shall remain in effect for a period of five (5) years unless terminated by either institution. Such termination by one institution shall be affected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate.

6. This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

7. **Legal Effects:**Nothing in the Memorandum shall be considered as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.





ADITYA BIRLA
CEMENT



For Registrar
Central University of Haryana

Signature:

SKuman
14/05/2025

Name:

Designation:

कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्द्रगढ़ हरियाणा 123029
Mahendergarh, Haryana-123029

Witness-1:

Sign.

Bhaskar Das

Name. *BHASKAR DAS*

Date. *14 May 2025*

For UltraTech Cement Ltd.:

Signature:

Rahul Goel

Name: Er. Rahul Goel, ZH-TCS

Designation: Senior Vice President

Witness-2:

Sign.

Aman Sehgal

Name. *AMAN SEHGAL*

Date. *14-May-2025*



Indian-Non Judicial Stamp Haryana Government



Annexure-S9

Date : 09/05/2025

Certificate No. G0I2025E373



GRN No. 132046578

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Nbcc India Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurgaon

District : Gurugram

State : Haryana

Phone: 99*****95



Buyer / Second Party Detail

Name : Central university Of haryana Mahender garh

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Mahender garh

District : Mahender garh

State : Haryana

Phone : 89*****54

Purpose : ARTICLE 5 GENERAL AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT

This Agreement is made on this...^{14TH}.....day of May-2025, between the **Central University of Haryana, Mahendergarh** (hereinafter called the '**CUH**') and the terms '**CUH**' shall mean and include its heirs, successors, agents, administrators, executors and assigns on **ONE PART**.

AND

NBCC (India) Limited having its registered office at NBCC Bhawan, Lodhi Road, New Delhi - 110 003 (hereinafter called the '**PMC/ NBCC**') and the term '**PMC/ NBCC**' shall mean and include its heirs, administrators, executors and assigns on the **OTHER PART**.

Whereas, CUH vide Request for Proposal (RFP) No. CUH/RFP/34/2024 dated 13.12.2024 called bid for Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University at Mahendragarh, Haryana.

And whereas, NBCC submitted Bid No. 3138747 dated 02.01.2025 in response of the RFP called by CUH.

Whereas, the CUH called NBCC for negotiation meeting on 04.02.2025 and 13.03.2025.

The final negotiation meeting was held on 13.03.2025 between Vice-Chancellor of CUH and Chairman-cum-Managing Director NBCC along with Sr. Officials from both sides.

S. Kuman

कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्द्रगढ़ हरियाणा-123029
Mahendergarh, Haryana-123029

1 of 17

राजीव कुमार/RAJEEV KUMAR
महानिदेशक (इंजी.) / General Manager (Engg.)
एनबीसीसी (इंडिया) लिमिटेड NBCC (INDIA) LIMITED
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
SBG Office : Delhi Zone-II, NBCC Plaza,
Pushp Vihar, Saket, New Delhi-110017

After detailed discussion, NBCC agreed to reduce quoted lumpsum PMC fees to **Rs. 8,66,71,200/- (Rs. Eight Crore Sixty Six Lakhs Seventy One Thousand Two Hundred only) excluding GST**, which is 4.40% of the project cost of Rs. 196.98 Cr.

Whereas, NBCC submitted confirmation of final negotiated price vide letter No. NBCC/BD/CUH/2025/73 dated 17.03.2025.

Whereas, CUH has agreed to award the works to NBCC as Project Management Consultant (PMC) after approval of 35th meeting of Building Committee held on 30.01.2025, 40th meeting of Finance Committee held on 27.02.2025 and 61st meeting of Executive Council held on 25.03.2025 and issued Letter of Award in this regard vide letter No. CUH/2025/Reg.Off./1720 dated 01.04.2025 for "Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University at Mahendergarh, Haryana" (hereinafter referred to as '**Project**') and whereas NBCC has agreed to undertake and complete the works on the terms and conditions set forth. The letter of acceptance vide letter No. NBCC/ED(BD)/CUH/LOA/2025/86 dated 03.04.2025 has been submitted by NBCC to CUH.

Whereas, in reference to the clause 4.5.4 of RFP, after issue of Letter of Award (LOA), CUH and NBCC shall enter into an Agreement.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1.0 DEFINITIONS.

In the Agreement, the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to him

- 1.1 '**Fee**' means charges to be paid to NBCC for the services rendered by it.
- 1.2 '**DLP**' means Defect Liability Period- the warranty period beyond the actual date of completion of project.
- 1.3 '**O&M Services**' means the operation and maintenance of assets created under the project.
- 1.4 '**Estimated Project Cost**' means the project cost published in the RFP document which is equals to Rs. 196.98 Cr.
- 1.5 '**VC**' means Vice-Chancellor, Central University of Haryana.
- 1.6 '**Approval**' means approval in writing by the competent authority of the Owner.
- 1.7 '**Contractor**' means the contractor or contractors or suppliers or agencies employed by the NBCC for the work(s) as detailed herein, or any connected work/ services, including the NBCC itself in case any work is done directly by the NBCC.
- 1.8 '**CTE**' means Chief Technical Examiner.
- 1.9 '**CPWD**' shall mean Central Public Works Department.
- 1.10 '**CVC**' means Central Vigilance Commission, Government of India.


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- 1.11 '**CAG**' means Comptroller Auditor General, Government of India.
- 1.12 '**HEFA**' means Higher Education Financial Agency.
- 1.13 '**PMC**' means Project Management Consultant.
- 1.14 '**MoE**' means Ministry of Education.
- 1.15 '**DSR**' Delhi Schedule of Rates.
- 1.16 '**EPC**' Engineering Procurement Contract.
- 1.17 '**UGC**' University Grants Commission.
- 1.18 '**BoQ**' Bill of Quantities.
- 1.19 '**CUH**' Central University of Haryana.
- 1.20 '**MoRS&T**' means Ministry of Road, Surface & Transport.

2.0 TERMS AND CONDITIONS

PMC shall have site office at CUH, Mahendergarh, with adequate and appropriate manpower as required from time to time, right through the entire PMC Services- from site survey to completion of the Project including the DLP and O&M Services if entrusted to PMC. CUH may provide water and electricity for site office, but will charge cost for the same.

3.0 SCOPE OF SERVICES OF PMC

The broad scope of services of PMC includes, but not limited to

- i) Competitive selection of Architectural agencies for 'Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123031'.
- ii) Obtaining required regulatory/ statutory approvals.
- iii) Preparations of detailed estimates on the basis of approved Architectural Drawings for submission to CUH for according Administrative Approval and Financial Sanction.
- iv) NBCC shall submit breakup of activities in detailed mentioned at **Annexure-'2'** for the purpose of monitoring by the CUH. The NBCC shall submit the same within two weeks from the date of signing of the agreement.
- v) Competitive Selection of construction agencies on EPC mode as per applicable rules & regulations.
- vi) Construction supervision.
- vii) Project Management Services.
- viii) To provide O&M Services on a selective basis, if CUH requires it to do so, for a period of 5 years beyond the Defect Liability Period (DLP).

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- ix) Identifying defects, if any and ensuring timely rectification of defects from the concerned contractors during the Defect Liability Period (DLP). Also ensuring the timely rectification of all the defects identified by CUH during Defect Liability Period.

The detailed scope of Services at various stages shall be as under:

3.1 Pre-Construction Stage:

- i) Conduct site survey and prepare contour plans, ascertaining requirements including Geotechnical investigation of the site and prepare concept designs for the buildings to be constructed and get the same approved from CUH.
- ii) Preparing detailed list of necessary regulations/ statutory approvals required and preparing the necessary documents & reports and timely submission of same to the competent authorities for approvals.
- iii) To assess whether the buildings proposed to be constructed falls within the Master Plan or some modification of Master Plan is required. If the modification of Master Plan is required, then accordingly, arranging approval of the revised Master Plan.

3.2 Preliminary Designs: Site Planning, Architectural Designs & other Engineering Services required under Project:

- i) PMC shall provide preliminary architectural design & preliminary structural design for the projects attached as **Annexure-'1'**.
- ii) Preliminary Design of exterior envelope including walls, openings, glazing, parapets, ramps, lifts etc.
- iii) Preliminary design of Interior Systems including finishing of floors, walls, washrooms, stairs & lifts etc.
- iv) Preliminary design of Services such as water supply, sewerage, storm-water drainage system, rain water harvesting etc.
- v) Planning for building automation, transportation systems including roads, footpaths & traffic control devices, parking facilities etc.
- vi) Conducting preliminary design for mechanical, electrical, electronic and HVAC and communication system design.
- vii) The various provisions taken in the Preliminary Estimates prepared by CUH at the time of sanction of the project for funding under HEFA will be duly considered by the PMC while preparing the aforesaid architectural & structural designs, interior systems, roads, parking, lifts and other required services.
- viii) Obtaining required approvals from all statutory bodies, e.g., Local Bodies, Fire Department, Environment Authority, Ground water board, electricity board, airport authority, Pollution Control Board, Forest Department, P.W.D (B&R) etc. Though the PMC will be responsible for obtaining all the necessary approvals, CUH will issue necessary officials requests/letters wherever required.


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- f. Audio/Video systems, furniture design & planning etc.

The fee of the specialist or consultants for all the above services shall be borne by PMC.

3.5 Contingencies of the work:

The contingencies of the work shall be used by the CUH only for making payment of necessary fees to statutory authorities for required approvals and other miscellaneous payments.

3.6 Appointment of Contractors:

- i) The PMC in consultation with Architectural Consultant decide regarding optimal number of tender packages, required to be prepared for successful completion of the project without any cost/time overruns and will obtain 'No Objection' from CUH in this regard. The eligibility conditions for the tenders, especially for the building works, should be such as to attract reputed contractors besides ensuring fair competition. The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions will be followed to engage contractors on EPC mode.
- ii) The PMC shall be responsible to prepare detailed bill of quantities, specifications and cost estimates and/or other such details/particulars as may be necessary to invite tenders beside complete tender documents with general and special conditions of contract specific to the work.
- iii) The detailed estimates based on latest CPWD DSR for the scheduled items and non-scheduled items based on market rates supported with analysis of rates as per CPWD norms will be prepared by the PMC. The PMC will preferably prepare the detailed estimate on the basis of Scheduled items as per latest CPWD DSR and will submit to CUH for according Administrative and Financial Sanction before floating tenders. After preparation of detailed estimates of the works and further Administrative and Expenditure sanction accorded by the CUH, the competent authority of the PMC shall accord Technical sanction for the estimates before inviting the bids with a copy to CUH.
- iv) The PMC will be fully responsible for the necessity and sufficiency of the estimated quantities and cost, estimated time for completion of work, the detailed nomenclature of items along with the specifications, General & Special Conditions of contract and overall correctness of the tender document before floating the tenders.
- v) PMC will be responsible for bid process management i.e. invitation of tenders, processing and evaluation of bids, preparation of comparative statements, justification of rates quoted by the bidders. However, before awarding any work the 'No Objection' of CUH shall be obtained.
- vi) To expedite the completion of the project, the PMC may propose to invite separate tenders for different buildings of Project. However, prior 'No Objection' of the CUH is must for inviting separate tenders for different buildings.


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3.7 During the execution of works:

- i) Vetting of all working drawings and details of proper execution of works during construction.
- ii) Check and approve shop drawings submitted by the contractors/ vendors.
- iii) Clarify and offer interpretation of all drawings/ specifications.
- iv) Keep a strict watch and control upon substituted/extra items. The final consequences of such deviations, if any, shall be the sole responsibility of the PMC & the PMC shall compensate CUH for such consequences.
- v) No extra item/substitute items/deviations shall be done by the PMC during the execution of the work which may cause cost over run without 'No Objection' from CUH.
- vi) Ensure that the time and cost overrun do not occur. Take required course correction wherever required and impose penalties for any deviation, failures or delays.
- vii) Issue certificate of final completion of work after 'No Objection' from CUH.

3.8 After completion of works:

- i) Prepare and submit completion reports and drawings of the works as required and obtaining "NOC/ Completion/ Occupancy Certificate" from the statutory/ competent authorities where required.
- ii) Obtain from the Consulting Architect the as-built drawings including all services minimum 2 sets besides digitized copies and supply the same to CUH for record.
- iii) Supply 2 sets besides digitized copies of structural design & drawings including calculations of all buildings to CUH for record.
- iv) Provide all the drawings in proper electronic format for use in future for any modifications or interior design. In addition, wherever possible, provide drawings in PDF format. All drawings and documents in electronic format will be provided on a CD/DVD/Pen drive.
- v) Prepare maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/facilities.
- vi) Prepare Standard Measurements Books (SMBs) for annual maintenance and repair of buildings.

3.9 During Defect Liability Period (DLP):

- i) Inspect the completed works at regular interval and identify defects, if any, and ensure timely rectification of defects from the concerned contractors.
- ii) Ensure timely rectification of all the defects identified by CUH.

3.10 Quality Control of Works:

- i) The PMC shall check the quality of materials and workmanship with the specifications laid down in the contracts of different works.


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- ii) Ensure compliance to design and specifications during execution of works.
- iii) Ensure proper documentation of all quality control tests and procedures implemented.
- iv) Ensure the rectification of all the defects pointed out by CUH.
- v) Ensure timely conduct of all critical tests and conduct inspection (both on site and off site) to ensure quality of works as per laid down requirements/ CPWD specifications/ CPWD Quality Control Manual/BIS standards.
- vi) Ensure that the testing of materials is got done from the approved labs only.

4.0 PROCEDURE, GUIDELINES AND SPECIFICATIONS TO BE ADOPTED FOR EXECUTION OF WORKS:

The PMC will follow the procedures and guidelines as specified in the latest CPWD Manual of Works (amended up to date) and CPWD Specifications & relevant BIS Codes (in case there are no CPWD specifications for an item) for execution of all works. For road work MORS&T Specification will be followed. In addition the Manual of CUH and conditions imposed by HEFA/ MoE/UGC shall be followed if these are different from CPWD Manual or Specifications.

5.0 TIME SCHEDULE:

The total time period from the date of start of PMC services till the completion of the full project shall be 24 months for planning, designing & development/ execution and 36 months of defect liability period. The date of start of PMC services will be date of issue of letter of award No. CUH/2025/Reg.Off./1720 dated 01.04.2025 by CUH to the PMC. The timelines for different stages of the consultancy shall be as table mentioned under Clause 3.2 of Agreement.

6.0 RESPONSIBILITY FOR DELAY:

Any delay on schedule in achieving completion of different stages as specified in 'Annexure- '2' and completion of different buildings and full completion of the project other than the delay purely attributable to CUH will be attributed to PMC irrespective of the source of delay. In case of such delay, compensation, as specified in **Clause 9.0 of the agreement**, will be levied by CUH.

7.0 SECURITY DEPOSIT (SD):

In addition to the Performance Bank Guarantee (PBG) required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5 of the RFP, an amount equivalent to 5% of the total fees payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The PBG will be retained till the completion of the DLP. No interest shall be paid on EMD, BG and SD.

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8.0 EXTENSION OF TIME (EOT):

EoT may be granted by CUH if reasonable and sufficient grounds as per assessment of the CUH exists for the delay by PMC in fulfilling their obligations. No financial claims of the PMC shall be entertained by CUH attributable to such extension except the EoT if agreed. The EoT, if granted, will also be without prejudice to the right of the CUH to levy compensation on the PMC for the delay.

9.0 COMPENSATION FOR DELAY:

The time allowed for completing the project as specified shall be strictly observed by the PMC and shall be the essence of the contract. The work shall throughout the stipulated period of the contract be processed with due diligence and in event of failure of PMC to get the work completed within agreed time schedule, the PMC shall pay a compensation of 0.25% per week subject to maximum of 10% of the total fee payable to the PMC. The decision of the Vice-Chancellor, CUH or any other authority authorized by the Vice-Chancellor, CUH to levy compensation for delay and the amount of compensation levied shall be final and binding and shall be completely excluded from preview of conciliation or judicial review. The amount of compensation may be adjusted against any sum payable to the PMC under this contract.

10.0 COMPENSATION FOR COST OVERRUN:

Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attributed to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will be levied. Further, in cases of cost overrun, the amount of cost overrun, no matter whether it is exempted or excess, will not be included in the approved project cost while calculating the fee payable to the PMC. The decision about the % age of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the VC, CUH or any other authority authorized by VC, CUH and shall be final and binding and completely excluded from preview of conciliation or judicial review.

11.0 ACTION IN CASE OF FAILURE TO GET THE DEFECTS RECTIFIED DURING THE DEFECT LIABILITY PERIOD (DLP):

- 11.1 The PMC shall be solely responsible for getting the defects rectified from the concerned contractors during the Defect Liability Period.
- 11.2 In the event of failure of the PMC to get the defects rectified in time, the CUH will be entitled to take any/all the following actions:



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- i) To forfeit the remaining 50% of the Security Deposit of the PMC which was to be refunded after DLP is over.
- ii) To get the Performance Bank Guarantee (PBG) encashed and forfeit the amount.
- iii) To get the defects removed at the risk & cost of PMC and recover the expenditure from available Security Deposit/PBG or any sum payable to PMC under the Contract.
- iv) To debar the PMC for future consultancy work in CUH.
- v) The decision of the Vice-Chancellor, CUH or any other authority authorized by VC, CUH for any or all the aforesaid actions against PMC shall be final and binding and shall be completely excluded from preview of conciliation or judicial review.

12.0 RESPONSIBILITY OF THE PMC WITH REGARD TO OBSERVATIONS OF CTE/ CVC/ CAG/ HEFA/ MoE/ UGC:

PMC will be responsible for observations of CTE/CVC/CAG/HEFA/MoE/UGC etc., if any, and will prepare the reply of all the observations within the stipulated time and will submit to CUH. PMC will be solely responsible for getting all the observations of the aforesaid statutory authorities settled on behalf of CUH.

13.0 RIGHT OF CUH AND/OR ITS REPRESENTATIVE TO SUPERVISE/ INSPECT THE WORK OF PMC:

The CUH and/ or its authorized representative shall have the right to supervise/ inspect the work of PMC and/or its sub-consultants at any time. CUH will also be at liberty to examine/check the estimates/designs and demand any changes as per CUH's assessment. However, the supervision/inspection by the CUH's own Engineering Staff shall not absolve the PMC or its representatives from full accountability for services entrusted to PMC as specified in the RFP or any other subsequent document including the Agreement for PMC services till the completion of defect liability period and also till settlement of legal disputes, if any and closure of all queries of CTE/CVC/CAG/HEFA/MoE/UGC/PAC etc.

14.0 FEES FOR THE PMC SERVICES:

- 14.1 Lump sum amount of Rs. 8,66,71,200/- excluding GST (Rupees Eight Crore Sixty Six Lakhs Seventy One Thousand Two Hundred only, excluding GST) towards fee for PMC services to complete the six numbers of the projects as per Clause-1.3 of RFP.
- 14.2 The above Lump sum amount of fee quoted by the PMC towards its services shall be re-adjusted based upon the 'Approved Project Cost' i.e. the amount for which Administrative & Financial Sanction has been accorded by CUH. The re-adjustment shall be done as under:

$$\text{Readjusted Lump sum F} = \text{Quoted Lump sum Fee} \times \frac{\text{Approved Project Cost}}{\text{Estimated Project Cost}}$$

(The Estimated Project Cost is Rs. 196.98 Cr.)


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- 14.3 The above calculated re-adjusted Lump sum fee shall be ceiling amount payable to PMC for its services even if the actual project cost increases at the time of completion due to various reasons except the additional works ordered and approved by the CUH.
- 14.4 In case the actual project cost decreases after completion of the Project due to competitive rates quoted by the contractors or due to decreases in scope of work, then the fee for PMC Services shall be reduced in proportion to the actual project cost.
- 14.5 The GST or any other statutory tax payable on PMC services shall reimbursed as per actual.
- 14.6 The fees shall include cost of all the operations, personnel, office expenses, insurances, incidentals, overheads, travel expenses, hotel expenses, architectural consultants/sub-consultant's fee/charges, T&P, Stationery etc. involved for completion of project.
- 14.7 The fee shall also be deemed to include the cost of necessary subordinate staff deployed for the project and any other expenditure which the PMC may incur in the course of carrying out PMC services. The PMC shall not be entitled to any additional/extra payment over and above the fees herein stipulated, on the ground that the project completion has been delayed, except delays attributable to the CUH.
- 14.8 All necessary deductions as per laws of local bodies/Govt. of Haryana/ Central Govt. shall be effected from the bills payable to the PMC.
- 14.9 The fees proportionately payable to PMC shall be payable in stages as given below:

Sr. No.	Stage	% of the total fees payable
1	On signing of Agreement (against a Bank Guarantee as mobilization advance)*	4% of the quoted LS fee
2	On completion of services related to Pre- construction stage	4% of the quoted LS fee
3	On completion of Preliminary Design services	4% of the quoted LS fee
4	On Selection/ Appointment of Architect and engagement of specialist/ consultants for other services (if required)	4% of the quoted LS fee
5	On appointment of Contractors	4% of the fee based on total tendered cost with adjustment of excess amount, if any, already paid up to stage 4 above.
6	During execution based on 10 milestones, pro rata basis on tendered cost	60% of fees based on tendered cost
7	Upon completion of project	15% of fees based on actual cost of completion with adjustment for excess amount, if any, up to stage 6
8	After completion of defect liability period	5% of fees based on actual cost of completion

*The bank guarantee in the scheduled/ commercial bank for mobilization advance will be returned after the appointment of Contractors.

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15.0 RELEASE OF FUNDS TO PMC FOR PAYMENT TO CONTRACTORS FOR EXECUTION OF VARIOUS WORKS:

Initially an amount equal to 5% of the 'Approved Project Cost' will be deposited to PMC on appointment of L-1 Contractors for the smooth execution of the works. The PMC will pay the bills of the contractors from the aforesaid 5% deposited amount and thereafter will raise the demand of funds to CUH in advance on the basis of the actual expenditure incurred. The reimbursement on the basis of actual expenditure will be made to PMC by CUH on submission of Utilization Certificates by the PMC in the desired format by the CUH/HEFA.

Any delay in making the payment to PMC on submission of Utilization Certificate beyond Fifteen working days will be considered while granting time extension.

Funds released by funding agency to PMC for the Project shall be credited to a separate bank account in a scheduled Bank. Bank details shall be submitted by the PMC to CUH after signing of this agreement.

Any interest accrued on deposits in this account will be treated as part of the funds to be provided by CUH and the same shall be utilized for the project. NBCC shall make all Project related payments from this account only.

16.0 RIGHT TO LIMIT THE SCOPE OF THE SERVICES:

CUH reserves the right to restrict the scope of services of the PMC to the full or part or parts of the project. No financial claim on account of restriction of scope of services of PMC shall be entertained at a later date.

17.0 TERMINATION OF CONTRACT:

17.1 Either party may terminate the contract in the following situation with a 3 months' notice in writing:

- i) Performance of PMC is not satisfactory in respect of quality/ quantity and timely completion of work.
- ii) Sufficient funds are not available with CUH.
- iii) On Administrative grounds.

17.2 In the event of termination of services of PMC due unsatisfactory performance, the PMC will not be entitled to claim any compensation on account of reduction in scope of work or for the period of contract not completed. However, the CUH will reserve the right to levy appropriate compensation on the PMC for the losses incurred by the CUH on account of unsatisfactory services of the PMC or due to disruption or delay in completion of project.


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Central University of Haryana
महेन्द्रगढ़ हरियाणा-123029
Mahendergarh, Haryana-123029

12 of 17

राजीव कुमार/RAJEEV KUMAR
महा प्रबन्धक (इंजी) / General Manager (Engg.)
एनबीसीसी (इंडिया) लि./NBCC (INDIA) LIMITED
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
SBG Office : Delhi Zone-II, NBCC Plaza,
Pushp Vihar, Saket, New Delhi-110017



18.0 STAFF TO BE DEPLOYED AT SITE:

- 18.1 Suitably qualified & experienced staff shall be deployed at site for execution of works. The minimum number of staff to be deployed and their qualification/experience shall be as per 'Annexure-3' of agreement.
- 18.2 The PMC will be at liberty to increase the staff at site as per its own assessment. However, the minimum staff will be as per Clause- 18.1 of agreement. If deployed staff is required be replaced due to some reasons, the same will be done after 'No Objection' from CUH. The substituted staff shall have the same minimum qualification/ experience as that of replaced staff.
- 18.3 CUH shall have full liberty to ask the PMC to remove any official deployed at site without assigning any reason.

19.0 INDEMNITY:

- 19.1 The PMC shall indemnify and hold CUH and each of its representative and employees against and from any claims, demands or costs arising from the acts, neglect or omission of PMC, its representatives or employees including those causing death, injury or damage to property of any individual or party.
- 19.2 The PMC shall also indemnify and hold harmless the CUH and each of its representative and employees against and from any claims, demands, damages or costs arising from or at the instance of the staff, employees or workmen of contractors involved in the project including the PMC architect including under the Workmen's Compensation Act or any other Statutory provisions.

20.0 FORCE MAJEURE:

- 20.1 PMC shall not be considered in default if delay in completion of work occurs due force majeure conditions like natural calamities, civil disturbances, war, fire, floods, riots and strike etc.
- 20.2 The PMC shall notify the CUH in writing within (07) seven days from the date of occurrence. In the event of delay due to such causes, the completion schedule will be extended for a period equal to the period of force majeure.

21.0 DISPUTE RESOLUTION:

- 21.1 In case of any dispute/ difference between CUH and the PMC arising out of or in any way concerning this project in respect of any matter, both parties shall sincerely attempt to resolve any disputes amicably, if it cannot be settled mutually, the dispute shall be referred to a Dispute Resolution Committee (DRC) wherein one member of the DRC will be appointed by the PMC and second member will be appointed by the CUH. The Chairman of the DRC will be appointed by the Vice-Chancellor, CUH. The DRC shall include the members having experience with the type of construction and services involved in the contract and with the interpretation of the contractual documents.

S. Kumar
कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्द्रगढ़ हरियाणा-123029
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21.2 The fees if any to be charged by the DRC will be paid by the PMC and CUH in equal proportion.

21.3 The decision of the DRC shall be final & binding on both the parties.

21.4 In case any of the parties is not satisfied with the decision of the DRC, in that case, the party may approach appropriate court of law having competent jurisdiction at Mahendergarh.

22.0 Monitoring of progress of projects:

- i. The monitoring of the progress of the works shall be done by a committee of CUH constituted by the Vice-Chancellor. The meetings of the Monitoring committee shall be held every month. The meeting of the committee shall be attended by the SBG Head, NBCC along with concerned officers.
- ii. Overall coordination: Both NBCC and CUH shall nominate one of their senior officers for overall co-ordination on day to day basis.

23.0 The following documents shall form the part of this Agreement:

- i) Request for Proposal (RFP) No. CUH/RFP/34/2024 dated 13.12.2024 (**Annexure-'4'**).
- ii) Minutes and resolutions/clarifications of pre bid meeting dated 19.12.2024 (**Annexure-'5'**).
- iii) Negotiation letters of NBCC dated 10.02.2025 and dated 17.03.2025 (**Annexure-'6'**).
- iv) Letter of Award (LoA) dated 01.04.2025 (**Annexure-'7'**).
- v) Letter of Acceptance of NBCC dated 03.04.2025 (**Annexure-'8'**).
- vi) Presentation copy submitted by NBCC dated 09.01.2025 (**Annexure-'9'**).
- vii) Financial bid submitted by NBCC on CPP portal dated 02.01.2025 (**Annexure-'10'**).
- viii) Letter of Transmittal submitted by NBCC dated 02.01.2025 (**Annexure-'11'**).
- ix) Projects sanction letter no. SAN/CUH/766/2024-25 Dated: 31/12/2024 by HEFA (**Annexure-'12'**).

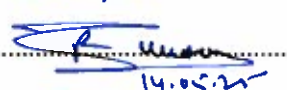
24.0 JURISDICTION

This Agreement is subject to the jurisdiction of Courts of Mahendergarh only.

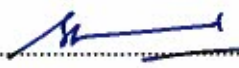
Signed at MAHENDERGARH on this day as mentioned above.


14/05/2025
For and on behalf of CUH
कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्दगढ़ हरियाणा-123029
Mahendergarh, Haryana-123029

WITNESS: 
1. KUMAR CHAUHAN
EXECUTIVE ENGINEER
(CUH)

2. 
14.05.25
Dr. Ron Bir Singh
Assistant Prof. / OSD to VC
14 of 17

राजीव कुमार/RAJEEV KUMAR
महा प्रबन्धक (इंजी.) / General Manager (Engg.)
एनबीसी (इंडिया) लि./NBCC (INDIA) LIMITED
एनबीसी कार्पोरेशन/AGC (India) Enterprise)
SBG Office: Delhi, Zone 1, Plot No. 110/17
For and on behalf of NBCC

WITNESS:
1. B. Prathapasha
B. Prathapasha, SPE (Civil).
2. 
SALEEM AHMAD
DIRECTOR (P)

Annexure-'1'

Project details

Sr. No.	Project	Area (Sqm.)	Estimated cost (Rs. in Crores)	Time period for completion (in months)	Stipulated date of start of project	Stipulated date of completion of project
1	Construction of School of Engineering & Technology Block at CUH	14000	77.06	24	01.04.2025	31.03.2027
2	Construction of 16 Nos. of Lecture Halls, behind the existing Academic Block-1 at CUH	1636	6.64	12	01.04.2025	31.03.2026
3	Construction of Central Instrumentation Centre at CUH	2600	14.59	18	01.04.2025	30.09.2026
4	Construction of 02 Nos. Girls' Hostel Blocks for 630 Nos. students at CUH	15660	58.96	24	01.04.2025	31.03.2027
5	Construction of Multi-purpose hall at Central University of Haryana	4000	16.56	18	01.04.2025	30.09.2026
6	Construction of University Computer Centre Building	2800	23.17	18	01.04.2025	30.09.2026
	Total	40696	196.98			



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(भारत सरकार का उद्यम/A Govt. of India Enterprise)
SBG Office : Delhi Suburb, NBCC Plaza,
Pushp Vihar, Sector New Delhi-110017

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Annexure-'2'

Timeline for various stages of Project

Sr. No.	Stage	Time/Duration in months	Remarks
1	Pre-Construction stage	01	
2	Preliminary Design	01	
3	Selection/Appointment of Architect along with engagement of specialists/consultants for other services	01	This activity can start simultaneously with Pre-construction stage & Preliminary Design
4	Preparation & finalization of Architectural Designs & Drawings by appointed Architect	02	
5	Appointment of Contractors	01	
6	Execution of works	18	
	Total	24 months	From the issue of LoA

S. Kumar

कुल सचिव/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्द्रगढ़ हरियाणा-123029
Mahendergarh, Haryana-123029

16 of 17

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SBG Office : Delhi Zone-II, NBCC Plaza,
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Annexure-'3'

Minimum Staff to be deployed at site

Sr. No.	Position	Qualification	Experience	Minimum number
1	Team Leader (Not below the rank of Executive Engineer in CPWD)	Degree in Civil Engineering	20 years	1
2	Site Engineers (Not below the rank of Assistant Engineer in CPWD)			
(i)	Civil	Degree in Civil Engineering	10 years	1
(ii)	Electrical	Degree in Civil Engineering	10 years	1
3	Junior Engineer/Construction Supervisors	Diploma in Civil/Electrical	8 years	
(i)	Civil	Diploma in Civil Engineering	8 years	2
(ii)	Electrical/Mechanical	Diploma in Electrical/Mechanical Engineering	8 years	1

S Kumar

कुल साधय/Registrar
हरियाणा केंद्रीय विश्वविद्यालय
Central University of Haryana
महेन्द्रगढ़ हरियाणा-123029
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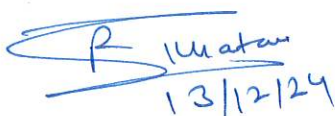
Central University of Haryana
Mahendergarh



**Request For Proposal (RFP) for Appointment
of
Project Management Consultant (PMC)**

for

**DEVELOPMENT OF THE INFRASTRUCTURAL
FACILITIES AND OTHER RELATED WORKS IN CAMPUS OF
CENTRAL UNIVERSITY OF HARYANA AT
MAHENDERGARH, HARYANA-123029**


13/12/24

Executive Engineer
Central University of Haryana
Jant-Pali, Mahendergarh-123029
Phone: 01285-260125
Email: xen@cuh.ac.in

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Press Notice
CUH/RFP no. 34/2024

The Executive Engineer, Central University of Haryana, Village Jant-Pali Mahendergarh, Haryana-123029 invites online bids in two bid system (i.e. Technical Bid and Financial bid) from shortlisted Central Public Sector Undertakings (CPSUs) for providing "Project Management Consultancy Services for Planning, Designing and Development of The infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana- 123029. Request for Proposal (RFP) document will be available online from 03:00 PM on 13/12/2024 till 03:00 PM on 26/12/2024. A Pre-bid conference will be held at 11 AM on 19/12/2024 at Central University of Haryana, Village-Jant-Pali, Mahendergarh, Haryana-123029.

The Last date & time of submission of bids through E-tendering is 26/12/2024 up to 3:00 P.M.

The Bid forms and other details can be seen and downloaded from the website:
<https://eprocure.gov.in/eprocure/app> or cuh.ac.in or gem.gov.in


13/12/24

Executive Engineer
Central University of Haryana
Jant-Pali, Mahendergarh-123029
Phone: 01285-260125
Email: xen@cuh.ac.in

IMPORTANT INSTRUCTIONS

Name of work: Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Central University of Haryana invites RFP in online mode from shortlisted Central Public Sector Undertakings (CPSUs) Empaneled vide NIT/EOI no. 33/2024 for **Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University at Mahendragarh, Haryana-123029.**

The PMC Agency shall be selected /Appointed based on Quality-cum-cost based selectionsystem (QCBS) as per GFR 2017 and as defined in this document:

1)	Estimated Cost (Indicative of the complete Project)	:	Rs. 196.98 Crores
2)	Duration of PMC to be selected	:	24 months for planning, designing & development/execution + 36 months of defect liability period
3)	Cost of Tender Documents. (In Form of DD/ NEFT/RTGS)*	:	Rs. 15,000/- (Non-Refundable)
4)	Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in favour of Registrar, Central University of Haryana payable at Mahendergarh)*	:	Rs 10 Lakhs (Ten Lacs only)
5	Date of Pre-bid Meeting	:	At 11:00 AM on 19/12/2024 in the Conference room , Central University, Jant-Pali, Mahendergarh, Haryana

6	Last Date & Time of submission of bids online		26/12/2024 by 3 PM
7	Date of opening of Technical Bid	:	Shall be intimated.
8	Date of Presentation	:	Date of Presentation will be intimated later.
9	Date of opening of Financial Bid	:	Date of Presentation will be intimated later.
10	Validity of Bid	:	90 calendar days from the date of opening of Technical bid
11	Bid documents	:	Bid documents can be seen on the website: " https://eprocure.gov.in/eprocure/app or www.cuh.ac.in or www.gem.gov.in and will be submitted on " https://eprocure.gov.in/eprocure/app "

* Name of the Bank & Branch: Punjab National Bank.

Account No.: 7824000100000392

Name of the account holder: Central University of Haryana

IFSC Code: PUNB0782400

0.0 Definitions

- 0.01 **‘CUH, Mahendergarh’** means Central University of Haryana at Mahendergarh Haryana.
- 0.02 **‘PMC’** means the applicant bidding for providing Project management Consultancy Services. PMC responsibilities includes pre-planning, detailed planning, execution, supervision and monitoring, timely completion, post completion review & rectification and all other responsibilities related to completing the project as agreed under contract with CUH.
- 0.03 Request for Proposal **‘RFP’** means this document specifying the requirements, terms & conditions, scope and other related particulars of selection and appointment of PMC.
- 0.04 **‘Bid’** means the application for providing Project Management Services by PMC.
- 0.05 **‘Bidder’** means applicant for PMC Services.
- 0.06 **‘Technical Proposal’** means the technical part of the bid that includes data and document required for evaluating the technical capability of the bidder.
- 0.07 **‘Financial Proposal’** means financial part of the bid that specify the fee Bidder is willing to charge from CUH for providing PMC Services.
- 0.08 **‘Fee’** means charges to be paid to PMC for the services rendered by it.
- 0.09 Defect Liability Period **‘DLP’** means the warranty period beyond the project completion.
- 0.10 **‘O&M Services’** means the operation and maintenance of assets created under the project.
- 0.11 **‘Estimated Project Cost’** means the project cost published in the RFP document.
- 0.12 **‘VC’** means Vice-Chancellor, Central University of Haryana.
- 0.13 **‘Tendered Cost’** means the cost of the project quoted by the L-1 Contractors selected on the basis of competitive evaluation process.

0.1 Abbreviations

- 0.1.1 **BOQ-** Bill of Quantities.
- 0.1.2 **CAG-** Comptroller & Auditor General
- 0.1.3 **CPWD-** Central Public Works Department.
- 0.1.4 **EMD-** Earnest Money Deposit.
- 0.1.5 **HVAC-** Heating, Ventilation & Air-Conditioning
- 0.1.6 **HEFA-** Higher Education Financing Agency
- 0.1.7 **MoE-** Ministry of Education.
- 0.1.8 **CTE-** Chief Technical Examine
- 0.1.9 **PG-** Performance Guarantee.
- 0.1.10 **IIT-** Indian Institute of Technology
- 0.1.11 **NIT-** National Institute of Technology
- 0.1.12 **PMC-** Project Management Consultant
- 0.1.13 **DSR-** Delhi Schedule of Rates
- 0.1.14 **CUH-** Central University of Haryana
- 0.1.15 **STP-** Sewage Treatment Plant
- 0.1.16 **EPC-** Engineering Procurement Contract
- 0.1.17 **DLP-** Defect Liability Period.
- 0.1.18 **UGC-** University Grants Commission.
- 0.1.19 **EoT-** Extension of Time
- 0.1.20 **CVC-** Central Vigilance Commission.
- 0.1.21 **LoA-** Letter of Award.

1.0 Introduction

1.1 Central University of Haryana (CUH) is out of the 15 Central Universities established by Ministry of Human Resources, Govt. of India in XI Five Year Plan (2007-2012) under Central University Act-2009 of Parliament. The University has been accredited with 'A' Grade in the first cycle of NAAC assessment and accreditation conducted in 2023. The University is fully funded by the University Grants Commission (UGC). The CUH Campus at Village-Jant-Pali, is under development on 484 Acre of land.

1.2 Present Campus of CUH at Mahendergarh:

The present campus of CUH consists of following buildings and infrastructure in fully functional:

- i. Administrative Building.
- ii. Hostels (Boys' & Girls').
- iii. Guest House.
- iv. Academic Blocks.
- v. Health Centre.
- vi. Residential Quarters.
- vii. Shops.
- viii. Banks and ATMs.

The total built-up area of above buildings is 1,28,883 Sqm.

1.3 Details of projects/buildings to be taken up by PMC:

Sr. No.	Project	Area (Sqm.)	Estimated cost (Rs. in Crores)	Time period for completion (in months)
1	Construction of School of Engineering & Technology Block at CUH	14000	77.06	24
2	Construction of 16 Nos. of Lecture Halls, behind the existing Academic Block-1 at CUH	1636	6.64	12
3	Construction of Central Instrumentation Centre at CUH	2600	14.59	18
4	Construction of 02 Nos. Girls' Hostel Blocks for 630 Nos. students at CUH	15660	58.96	24
5	Construction of Multi-purpose hall at Central University of Haryana	4000	16.56	18
6	Construction of University Computer Centre Building	2800	23.17	18
	Total	40696	196.98	

Note:

- The above time period is the total time available for planning, designing, engaging contractual agency & execution of work for each building.
- The abovesaid estimated cost includes contingency charges, Third Party Quality Assurance Charges and Consultancy Charges. As such the total amount available for execution of works will be 'Net Estimated Cost' after deducting contingency charges, Quality Assurance charges and consultancy charges.

1.4 The funding of the project will be through Higher Education Financing Agency (HEFA).

1.5 The site location plan, site plan of existing buildings and the approved Master Plan of the CUH is enclosed as **Annexure-'1'**.

2.0 Invitation of bids

2.1 CUH invites on-line proposals for Selection of a Project Management Consultant (PMC) for 'Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029'. The brief scope of services shall be including, but not limited to the following:

2.1.1 Competitive Selection of Architectural agencies for preparation of Comprehensive Architectural Design & Drawings of various buildings taken in the RFP and modification of Master Plan if required,

2.1.2 Obtaining required regulatory/Statutory approvals.

2.1.3 Preparations of detailed estimates on the basis of approved Architectural Drawings for submission to CUH for according Administrative Approval and Expenditure Sanction.

2.1.4 Competitive Selection of construction agencies on EPC mode as per applicable rules & regulations,

2.1.5 Construction supervision

2.1.6 Project Management Services

2.1.7 Undertaking to provide O&M Services on a selective basis, if CUH requires it to do so, for a period of 5 years beyond the Defect Liability Period (DLP).

- 2.1.8 Payment to be made by CUH for O&M Services to be rendered by PMC shall be decided at an appropriate stage and shall not be included in the 'Fee' to be quoted in the 'Financial Proposal'.
- 2.1.9 Identifying defects, if any and ensuring timely rectification of defects from the concerned contractors during the Defect Liability Period (DLP). Also ensuring the timely rectification of all the defects identified by CUH during Defect Liability Period.
- 2.2 The selection of PMC will be through on-line bid process as per this RFP circulated only to the agencies already shortlisted based on applications received in response to EoI published earlier.
- 2.3 The RFP document is also available on the website www.eprocure.gov.in, www.cuh.ac.in and www.gem.gov.in
- 2.4 The bid submitted by a bidder should be complete in all respects. Incomplete bids or conditional bids are liable for rejection.
- 2.5 All Corrigendum's/Addendums or reply to clarifications sought, if any, will be posted on website only. The bidders are advised to visit the website regularly.
- 2.6 The bid as well as any other communications related to PMC services shall be in English language only.

- 2.7 The bid should remain valid for a period of **90** calendar days from the date of opening of technical bid. In exceptional circumstances prior to original bid validity date & time, the Executive Engineer may request the bidders to extend the period of validity for a specified additional period.
- A bidder may refuse the request without forfeiting his/her EMD. However, a bidder agreeing to the request will not be required or permitted to modify his/her bid.
- 2.8 Bids must be submitted on-line through the website <https://eprocure.gov.in/eprocure/app> on or before the date & time specified for submission of bids (as per server clock). CUH doesn't take any responsibility for delay caused due to non-availability of internet connection or network traffic jam etc. for on-line bids.
- 2.9 The bidder are also required to upload 'Letter of Transmittal' as per Appendix-'5' (duly signed by authorized person & duly stamped) along with its bid.
- 2.10 CUH reserves the right to reject any or all the bids without assigning any reason.
- 2.11 CUH reserves the right to verify the particulars/documents furnished by the bidders independently. If any information furnished by the bidder is found to be incorrect at a later stage, the bidder/PMC shall be liable to be debarred for future tendering in CUH.

- 2.12 In case the date of opening of bids is declared or happens to be a holiday, the bids will be opened on the next working day at the same stipulated time.
- 2.13 The bidders at their own responsibility, expenses and risk, are advised to visit and examine the project site and surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the bid and entering into the contract. No extra charges consequent on any mis-understanding or otherwise shall be allowed.
- 2.14 All disputes concerning in any way with this work are subject to Mahendergarh jurisdiction only.

3.0 Eligibility Criteria & other Instructions:

3.1 Primary Eligibility Criteria

To be eligible for being considered to be PMC, a bidder should fulfil the following conditions of eligibility:

- (A) The bidder shall, during the last five (5) financial years immediately preceding the RFP due date, have (i) received payment for providing PMC Services for '**Similar Projects**' amounting to minimum of Rs. 5.00 Crore per annum.
- (B) Should have proven record of successful and timely completion of projects. This shall be supported with documentary evidence.

(C) Should not have been debarred/blacklisted by any Semi Govt./Govt/Board/Corporation.

(D) No contract for PMC Services awarded to bidder should have been terminated because of breach of contract by the bidder.

(E) Should have O&M experience of 'Similar Project' either through itself or through its Associates a minimum experience of at least 5 years.

The following categories of projects would qualify as '**Similar Projects**':-

- a) Campuses of University/Colleges, Higher Education Institutions, R&D Institutions and other such institutional campuses having at least one facilities under the following categories:

Institutional Buildings/Educational building:

- i. Academic/Training/Resource complex.
- ii. Infrastructure related works.
- iii. Laboratories.
- iv. Library building.
- v. Auditorium.
- vi. Administrative Block/other complex.
- vii. Residential complex/colony.
- viii. Students Hostels.
- ix. Guest House Complex/Community Centre.

4.0 Selection Process

4.1 Each bidder will upload the documents regarding proof of payment of tender fees and EMD, technical proposal and financial proposal on the website on the prescribed performas.

4.2 Proposals of only those bidders who have deposited tender fees and EMD would be taken up for evaluation of Primary Eligibility Criteria.

4.3 Evaluation of Technical Proposals:

4.3.1 In this first stage, the technical proposal will be evaluated on the basis of marking criteria given in **Appendix-‘1’** of RFP. The bidders shall provide necessary data and proof documents, as required in **Appendix-‘1’** in their proposal.

4.3.2 The bidder shall be required make a presentation before an expert committee constituted by CUH. The presentation will be for approx. 45 minutes and will consist of following:

- i) Past projects for which PMC Services have been provided with focus on special features and quality aspects (alongwith some photos or videos) and special management techniques that might have been used to execute the project speedily and within initial estimated cost,
- ii) The Project Management approach and methodology the bidder want to use for this project.

- iii) The Project Management team, the bidder wants to deploy for PMC services and their minimum qualifications, experiences and responsibilities.
- iv) The proposal of the bidder regarding arranging of Architectural services, Proof checking of structural designs, designing of specialized services such HVAC, Lifts, landscaping etc.

4.3.3 The CUH or any expert evaluation committee appointed by CUH may choose, before deciding the bid, to inspect the project sites of the bidder that have been mentioned by the bidder in his/her technical proposal offer due notice to the bidder at their own cost. In such a case, the bidder shall have to corroborate the statement made in his/her proposal.

4.3.4 Each bidder shall be ranked on the basis of his/her **Technical Score (T_s)**.

4.4 Evaluation of Financial Proposals:

4.4.1 Each financial proposal will be assigned a **Financial Score (F_s)**.

4.4.2 The CUH will determine whether the financial proposal is complete, qualified and unconditional and will consider only those proposals which are found satisfactory on all afore-mentioned counts.

4.4.3 The financial proposal quoting the lowest lump sum fee (F_m) will be given a financial score (F_s) of 100 points. The financial score of other proposals will be computed as follows:

$$F_s = 100 \times F_m / F$$

(F= Lump sum fee quoted by the other bidders for which the F_s to be computed)

4.5 Combined and final evaluation

4.5.1 Proposal will finally be ranked according to their combined Technical Score (T_s) and Financial Score (F_s) as follows:

$$S = T_s \times T_w + F_s \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

4.5.2 The selected applicant shall be the first ranked applicant (having the highest combined score).

4.5.3 If at any later stage the first ranked bidder is disqualified or withdraws, the second ranked bidder may be considered for further process. The EMD of the first ranked bidder shall be forfeited in the condition he/she withdraws.

4.5.4 After final selection, a Letter of Award (LOA) shall be issued by CUH. The bidder shall, within the date specified in the LOA, enter into an agreement with CUH.

4.5.5 Before signing the agreement, an unconditional performance guarantee, in the form of Bank Guarantee (BG) from scheduled/commercial bank of 5% of the consultancy fee will be required to be remitted by the PMC to CUH. The performance guarantee shall remain valid for a period of 60 days beyond the

date of completion of all the contractual obligations of PMC including warranty obligations.

- 4.5.6 The EMD shall be refunded to the successful bidder/PMC on receipt of the performance guarantee.

5.0 Terms and conditions

- 5.1 PMC shall have site office at CUH, Mahendergarh, with adequate and appropriate manpower as required from time to time, right through the entire PMC Services- from site survey to completion of the Project and O&M Services if entrusted to PMC, during that period as well. CUH may provide water and electricity for site office, but will charge cost for the same.

5.2 Scope of Services of PMC

The broad scope of services of PMC includes, but not limited to

- (i) competitive selection of Architectural agencies for 'Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029.
- (ii) Obtaining required regulatory/statutory approvals,
- (iii) Preparations of detailed estimates on the basis of approved Architectural Drawings for submission to CUH for according Administrative Approval and Financial Sanction,
- (iv) Competitive Selection of construction agencies on EPC mode as per applicable rules & regulations.
- (v) Construction supervision
- (vi) Project Management Services

- (vii) Undertaking to provide O&M Services on a selective basis, if CUH requires it to do so, for a period of 5 years beyond the Defect Liability Period (DLP).
- (viii) Identifying defects, if any and ensuring timely rectification of defects from the concerned contractors during the Defect Liability Period (DLP). Also ensuring the timely rectification of all the defects identified by CUH during Defect Liability Period.

The detailed scope of Services at various stages will be as under:

5.3 Pre-Construction Stage:

- i) Conduct site survey and prepare contour plans, ascertaining requirements including Geotechnical investigation of the site and prepare concept designs for the buildings to be constructed and get the same approved from CUH.
- ii) Preparing detailed list of necessary regulations/statutory approvals required and preparing the necessary documents & reports and timely submission of same to the competent authorities for approvals.
- iii) To assess whether the buildings proposed to be constructed falls within the Master plan or some modification of Master Plan is required. If the modification of Master Plan is required, then accordingly, arranging approval of the revised Master Plan.

5.4 Preliminary Designs: Site Planning, Architectural Designs & other Engineering Services required under Project:

- i) PMC shall provide preliminary architectural design & preliminary structural design for all the building proposed in RFP.
- ii) Preliminary Design of exterior envelope including walls, openings, glazing, parapets, ramps, lifts etc.

- iii) Preliminary design of Interior Systems including finishing of floors, walls, washrooms, stairs & lifts etc.
- iv) Preliminary design of Services such as water supply, sewerage, storm-water drainage system, rain water harvesting etc.
- v) Planning for building automation, transportation systems including roads, footpaths & traffic control devices, parking facilities etc.
- vi) Conducting preliminary design for mechanical, electrical, electronic and HVAC and communication system design.
- vii) The various provisions taken in the Preliminary Estimates prepared by CUH at the time of sanction of the project for funding under HEFA will be duly considered by the PMC while preparing the aforesaid architectural & structural designs, interior systems, roads, parking, lifts and other required services.
- viii) Obtaining required approvals from all statutory bodies, e.g., Local Bodies, Fire Department, Environment Authority, Ground water board, electricity board, airport authority, Pollution Control Board, Forest Department, P.W.D (B&R) etc.. Though the PMC will be responsible for obtaining all the necessary approvals, CUH will issue necessary officials requests/letters wherever required. All the plans shall have to be approved/accepted by CUH before submission for Statutory approvals. Necessary fees to be paid for obtaining approvals shall be reimbursed by the CUH on submission of original receipt and bills etc. by the PMC.

5.5 Selection/Appointment of Architect:

- i. The PMC shall appoint a competent Architectural Consultant through an open competitive process to develop a complete design/plan for all the proposed buildings including all the services to make CUH a world class state of the art University.

- ii. The scope of services and eligibility criteria for selection of the Architectural Consultant shall be decided in consultation with CUH and after obtaining 'No Objection' from the CUH. For expediting the completion of the Project, CUH will prefer simultaneous execution of all the buildings.
- iii. Selection of the Architectural Consultant will be done through a competitive process consistent with the relevant norms and guidelines applicable in such selection. The preparation of bid documents, publishing notice, managing bid process, evaluation bids etc. shall be responsibility of the PMC. The CUH or its officer will be part of the evaluating process and 'No Objection' from CUH shall be taken before finally selecting the Architectural Consultant.
- iv. The PMC shall help the Architectural Consultant in developing the designs with inputs and guidelines from CUH and arrange modifications, if required, till the CUH is fully satisfied.
- v. The PMC will also arrange meetings between Architectural Consultant and CUH from time to time. CUH may at its discretion designate PMC as Member Secretary of the meetings. The minutes of such meetings will be subject to the approval of CUH.
- vi. Once the final design has been prepared by the Architectural Consultant and 'No Objection' accorded by the CUH, it will be the responsibility of the PMC to obtain the drawings and submit the same for mandatory sanctions and statutory approvals.

5.6 Engagement of specialists/consultants for other services:

- i. Once the detailed structural calculations & drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be borne by PMC.

- ii. The PMC in co-ordination with the Architectural consultant will engage the services of well-qualified specialists or consultants for design of following systems/services, in case in-house competence is not available with PMC:
 - a. Electrical (internal & external) services.
 - b. Mechanical works such as ventilation systems, HVAC.
 - c. Fire detection/protection system.
 - d. Building Automation services.
 - e. Security systems, Plumbing Services, Waste Management services.
 - f. Audio/Video systems, furniture design & planning etc.

The fee of the specialist or consultants for all the above services shall be borne by PMC.

5.7 Contingencies of the work:

- 5.7.1 The contingencies of the work shall be used by the CUH only for making payment of necessary fees to statutory authorities for required approvals and other miscellaneous payments.

5.8 Appointment of Contractors:

- i. The PMC in consultation with Architectural Consultant decide regarding optimal number of tender packages required to be prepared for successful completion of the project without any cost/time overruns and will obtain 'No Objection' from CUH in this regard. The eligibility conditions for the tenders, especially for the building works, should be such as to attract reputed contractors besides ensuring fair competition. The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions will be followed to engage contractors on EPC mode.

- ii. The PMC shall be responsible to prepare detailed bill of quantities, specifications and cost estimates and/or other such details/particulars as may be necessary to invite tenders beside complete tender documents with general and special conditions of contract specific to the work.
- iii. The detailed estimates based on latest CPWD DSR for the scheduled items and non-scheduled items based on market rates supported with analysis of rates as per CPWD norms will be prepared by the PMC. The PMC will preferably prepare the detailed estimate on the basis of Scheduled items as per latest CPWD DSR and will submit to CUH for according Administrative and Financial Sanction before floating tenders. The PMC will be fully responsible for the necessity and sufficiency of the estimated quantities and cost, estimated time for completion of work, the detailed nomenclature of items alongwith the specifications, General & Special Conditions of contract and overall correctness of the tender document before floating the tenders.
- iv. PMC will be responsible for bid process management i.e. invitation of tenders, processing and evaluation of bids, preparation of comparative statements, justification of rates quoted by the bidders. However, before awarding any work the 'No Objection' of CUH shall be obtained.
- v. To expedite the completion of the project, the PMC may propose to invite separate tenders for different buildings of Project. However, prior 'No Objection' of the CUH is must for inviting separate tenders for different buildings.

5.9 During the execution of works:

- i. Vetting of all working drawings and details of proper execution of works during construction.
- ii. Check and approve shop drawings submitted by the contractors/vendors.
- iii. Clarify and offer interpretation of all drawings/specifications.

- iv. Keep a strict watch and control upon substituted/extra items. The final consequences of such deviations, if any, shall be the sole responsibility of the PMC & the PMC shall compensate CUH for such consequences.
- v. No extra item/substitute items/deviations shall be done by the PMC during the execution of the work which may cause cost over run without 'No Objection' from CUH.
- vi) Ensure that the time and cost overrun do not occur. Take required course correction wherever required and impose penalties for any deviation, failures or delays.
- vii) Issue certificate of final completion of work after 'No Objection' from CUH.

5.10 After completion of works:

- i) Prepare and submit completion reports and drawings of the works as required and obtaining "NOC/Completion/Occupancy Certificate" from the statutory/competent authorities where required.
- ii) Obtain from the Consulting Architect the as-built drawings including all services minimum 2 sets besides digitized copies and supply the same to CUH for record.
- iii) Supply 2 sets besides digitized copies of structural design & drawings including calculations of all buildings to CUH for record.
- iv) Provide all the drawings in proper electronic format for use in future for any modifications or interior design. In addition, wherever possible, provide drawings in PDF format. All drawings and documents in electronic format will be provided on a CD/DVD/Pen drive.
- v) Prepare maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/facilities.

- vi) Prepare Standard Measurements Books (SMBs) for annual maintenance and repair of buildings.

5.11 During Defect Liability Period (DLP):

- i) Inspect the completed works at regular interval and identify defects, if any, and ensure timely rectification of defects from the concerned contractors.
- ii) Ensure timely rectification of all the defects identified by CUH.

5.12 Quality Control of Works:

- i) The PMC shall check the quality of materials and workmanship with the specifications laid down in the contracts of different works.
- ii) Ensure compliance to design and specifications during execution of works.
- iii) Ensure proper documentation of all quality control tests and procedures implemented.
- iv) Ensure the rectification of all the defects pointed out by CUH.
- v) Ensure timely conduct of all critical tests and conduct inspection (both on site and off site) to ensure quality of works as per laid down requirements/CPWD specifications/CPWD Quality Control Manual/BIS standards.
- vi) Ensure that the testing of materials is got done from the approved labs only.

6.0 Procedure, Guidelines and Specifications to be adopted for execution of works:

The PMC will follow the procedures and guidelines as specified in the latest CPWD Manual of Works (amended up to date) and CPWD Specifications & relevant BIS Codes (in case there are no CPWD specifications for an item) for execution of all works. For road work MORS&T Specification will be followed. In addition the Manual of CUH and conditions imposed by HEFA/MoE/UGC shall be followed if these are different from CPWD Manual or Specifications.

7.0 Time Schedule:

The total time period from the date of start of PMC services till the completion of the full project shall be 24 months for planning, designing & development/execution and 36 months of defect liability period. The date of start of PMC services will be date of issue of letter of award by CUH to the PMC. The timelines for different stages of the consultancy shall be as per **Appendix-‘2’**

8.0 Responsibility for Delay:

Any delay on schedule in achieving completion of different stages as specified in **Appendix-‘2’** and completion of different buildings and full completion of the project other than the delay purely attributable to CUH will be attributed to PMC irrespective of the source of delay. In case of such delay, compensation, as specified in **Clause- 11** will be levied by CUH.

9.0 Security Deposit (SD):

In addition to the Performance Bank Guarantee required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5, an amount equivalent to 5% of the total amount payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The BG will be retained till the completion of the DLP. No interest shall be paid on EMD, BG and SD.

10.0 Extension of Time (EoT):

EoT may be granted by CUH if reasonable and sufficient grounds as per assessment of the CUH exists for the delay by PMC in fulfilling their obligations. No financial claims of the PMC shall be entertained by CUH attributable to such extension except the EoT if agreed. The EoT, if granted, will also be without prejudice to the right of the CUH to levy compensation on the PMC for the delay.

11.0 Compensation for Delay:

The time allowed for completing the project as specified shall be strictly observed by the PMC and shall be the essence of the contract. The work shall throughout the stipulated period of the contract be processed with due diligence and in event of failure of PMC to get the work completed within agreed time schedule, the PMC shall pay a compensation of 0.25% per week subject to maximum of 10% of the

total fee payable to the PMC. The decision of the Vice-Chancellor, CUH or any other authority authorized by the Vice-Chancellor, CUH to levy compensation for delay and the amount of compensation levied shall be final and binding and shall be completely excluded from preview of conciliation or judicial review. The amount of compensation may be adjusted against any sum payable to the PMC under this contract.

12.0 Compensation for Cost Overrun:

Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attributed to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will be levied. Further, in cases of cost overrun, the amount of cost overrun, no matter whether it is exempted or excess, will not be included in the approved project cost while calculating the fee payable to the PMC. The decision about the % age of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the VC, CUH or any other authority authorized by VC, CUH and shall be final and binding and completely excluded from preview of conciliation or judicial review.

13.0 Action in case of failure to get the defects rectified during the Defect Liability Period (DLP):

13.1 The PMC shall be solely responsible for getting the defects rectified from the concerned contractors during the Defect Liability Period.

13.2 In the event of failure of the PMC to get the defects rectified in time, the CUH will be entitled to take any/all the following actions:

- i) To forfeit the remaining 50% of the Security Deposit of the PMC which was to be refunded after DLP is over.
- ii) To get the Performance Bank Guarantee (PBG) encashed and forfeit the amount.
- iii) To get the defects removed at the risk & cost of PMC and recover the expenditure from available Security Deposit/PBG or any sum payable to PMC under the Contract.
- iv) To debar the PMC for future consultancy work in CUH.
- v) The decision of the Vice-Chancellor, CUH or any other authority authorized by VC, CUH for any or all the aforesaid actions against PMC shall be final and binding and shall be completely excluded from preview of conciliation or judicial review.

14.0 Responsibility of the PMC with regard to observations of CTE/CVC/CAG/HEFA/MoE/UGC:

PMC will be responsible for observations of CTE/CVC/CAG/HEFA/MoE/UGC, if any, and will prepare the reply of all the observations within the stipulated time and will submit to CUH. PMC will be

solely responsible for getting all the observations of the aforesaid statutory authorities settled on behalf of CUH.

15.0 Right of CUH and/or its representative to supervise/inspect the work of PMC:

The CUH and/or its authorized representative shall have the right to supervise/inspect the work of PMC and/or its sub-consultants at any time. CUH will also be at liberty to examine/check the estimates/designs and demand any changes as per CUH's assessment. However, the supervision/inspection by the CUH's own Engineering Staff shall not absolve the PMC or its representatives from full accountability for services entrusted to PMC as specified in the RFP or any other subsequent document including the Agreement for PMC services till the completion of defect liability period and also till settlement of legal disputes, if any and closure of all queries of CTE/CVC/CAG/HEFA/MoE/UGC/PAC.

16.0 Fees for the PMC Services:

16.1 PMC shall quote Lump sum amount (not in fraction) towards fee for PMC services to complete the six number of the projects as per Clause-1.3. The PMC shall submit the quoted L.S fees in the Performa attached as **Appendix-‘4’**.

16.2 The Lump sum amount of fee quoted by the PMC towards its services in its ‘Financial Bid’ shall be re-adjusted based upon the ‘Approved Project Cost’ i.e. the amount for which Administrative & Financial Sanction has been accorded by CUH. The re-adjustment shall be done as under:

$$\begin{array}{lcl} \text{Readjusted} & = & \text{Quoted Lumpsum Fee X } \frac{\text{Approved Project Cost}}{\text{Estimated Project Cost}} \\ \text{Lumpsum Fee} & & \end{array}$$

(The Estimated Project Cost means the project cost published in the RFP document)

16.3 The above calculated re-adjusted Lumpsum fee shall be ceiling amount payable to PMC for its services even if the actual project cost increases at the time of completion due to various reasons except the additional works ordered and approved by the CUH.

16.4 In case the actual project cost decreases after completion of the Project due to competitive rates quoted by the contractors or due to decreases in scope of work, then the fee for PMC Services shall be reduced in proportion to the actual project cost.

16.5 The GST or any other statutory tax payable on PMC services shall reimbursed as per actual.

16.6 The fees shall include cost of all the operations, personnel, office expenses, insurances, incidentals, overheads, travel expenses, hotel expenses, architectural consultants/sub-consultant's fee/charges, T&P, Stationery etc. involved for completion of project.

16.7 The fee shall also be deemed to include the cost of necessary subordinate staff deployed for the project and any other expenditure which the PMC may incur in the course of carrying out PMC services. The PMC shall not be entitled to any additional/extra payment over and above the fees herein stipulated, on the ground that the project completion has been delayed, except delays attributable to the CUH.

16.8 All necessary deductions as per laws of local bodies/Govt. of Haryana/Central Govt. shall be effected from the bills payable to the PMC.

16.9 The fees proportionately payable to PMC shall be payable in stages as given below:

Sr. No.	Stage	% of the total fees payable
1	On signing of Agreement (against a Bank Guarantee as mobilization advance)*	3% of the quoted LS fee
2	On completion of services related to Pre-construction stage	3% of the quoted LS fee
3	On completion of Preliminary Design services	3% of the quoted LS fee
4	On Selection/Appointment of Architect and engagement of specialist/consultants for other services	3% of the quoted LS fee
5	On appointment of Contractors	3% of the fee based on total tendered cost with adjustment of excess amount, if any, already paid up to stage 4 above.
6	During execution based on 10 milestones, pro rata basis on tendered cost	60% of fees based on tendered cost
7	Upon completion of project	15% of fees based on actual cost of completion with adjustment for excess amount, if any, up to stage 6
8	After completion of defect liability period	10% of fees based on actual cost of completion

*The bank guarantee in the scheduled/commercial bank for mobilization advance will be returned after the appointment of Contractors.

17.0 Release of funds to PMC for payment to Contractors for execution of various works:

Initially an amount equal to 5% of the 'Approved Project Cost' will be deposited to PMC on appointment of L-1 Contractors for the smooth execution of the works. The PMC will pay the bills of the contractors from the aforesaid 5% deposited amount and thereafter will raise the demand of funds to CUH in advance on the

basis of the actual expenditure incurred. The reimbursement on the basis of actual expenditure will be made to PMC by CUH on submission of Utilization Certificates by the PMC in the desired format by the CUH/HEFA.

18.0 Right to limit the scope of the services:

18.1 CUH reserves the right to restrict the scope of services of the PMC to the full or part or parts of the project. No financial claim on account of restriction of scope of services of PMC shall be entertained at a later date.

19.0 Termination of Contract:

19.1 Either party may terminate the contract in the following situation with a 3 months' notice in writing:

- i) Performance of PMC is not satisfactory in respect of quality/quantity and timely completion of work.
- ii) Sufficient funds are not available with CUH.
- iii) On Administrative grounds.

19.2 In the event of termination of services of PMC due unsatisfactory performance, the PMC; will not be entitled to claim any compensation on account of reduction in scope of work or for the period of contract not completed. However, the CUH will reserve the right to levy appropriate compensation on the PMC for the losses incurred by the CUH on account of unsatisfactory services of the PMC or due to disruption or delay in completion of project.

20.0 Staff to be deployed at site:

- 20.1 Suitably qualified & experienced staff shall be deployed at site for execution of works. The indicative composition and minimum number of staff to be deployed and their qualification/experience shall be as specified in **Appendix-‘3’**.
- 20.2 The PMC will mention the details of its proposed staff in Technical Bid.
- 20.3 The PMC will be at liberty to increase the staff at site as per its own assessment. However, the minimum staff proposed in the technical bid if required be replaced due to some reasons, the same will be done after ‘No Objection’ from CUH. The substituted staff shall have the same minimum qualification/experience as that of replaced staff.
- 20.4 CUH shall have full liberty to ask the PMC to remove any official deployed at site without assigning any reason.

21.0 Indemnity:

- 21.1 The PMC shall indemnify and hold CUH and each of its representative and employees against and from any claims, demands or costs arising from the acts, neglect or omission of PMC, its representatives or employees including those causing death, injury or damage to property of any individual or party.
- 21.2 The PMC shall also indemnify and hold harmless the CUH and each of its representative and employees against and from any claims, demands, damages or costs arising from or at the instance of the staff, employees or workmen of contractors involved in the project including the PMC architect including under the Workmen’s Compensation Act or any other Statutory provisions.

22.0 Force Majeure:

22.1 PMC shall not be considered in default if delay in completion of work occurs due force majeure conditions like natural calamities, civil disturbances, war, fire, floods, riots and strike etc.

22.2 The PMC shall notify the CUH in writing within (07) seven days from the date of occurrence. In the event of delay due to such causes, the completion schedule will be extended for a period equal to the period of force majeure.

23.0 Dispute Resolution:

23.1 In case of any dispute/difference between CUH and the PMC arising out of or in any way concerning this project in respect of any matter, which cannot be settled mutually, the dispute shall be referred to a Dispute Resolution Committee (DRC) wherein one member of the DRC will be appointed by the PMC and second member will be appointed by the CUH. The Chairman of the DRC will be appointed by the Vice-Chancellor, CUH. The DRC shall include the members having experience with the type of construction and services involved in the contract and with the interpretation of the contractual documents.

23.2 The fees if any to be charged by the DRC will be paid by the PMC and CUH in equal proportion.

23.3 The decision of the DRC shall be final & binding on both the parties.

23.4 In case any of the parties is not satisfied with the decision of the DRC, in that case, the party may approach appropriate court of law having competent jurisdiction at Mahendergarh.

Appendix-‘1’

Criteria & marks for evaluation of Technical Bids

Sr. No.	Criteria	Max. Marks	Remarks
1.	Experience in providing PMC services for ‘Similar Projects’ any where in India or abroad during last (5) Five Financial years as per following details: Project Cost between i) Rs. 25 Cr. to 50 Cr.- 05 Marks ii) Rs. 50 to 100 Cr.- 07 Marks iii) More than 100 Cr.- 10 Marks The total maximum marks shall be 20 only.	20	Satisfactory completion certificate of each ‘Similar Project’ duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.
2	Total amount of payment received for providing PMC services for ‘Eligible Projects’ during the last (05) five financial years immediately preceding the RFP due date. For receiving minimum average payment of Rs. 5.00 Cr. per annum during last (05) five financial years, 10 marks will be given. Additional marks @ 1 mark for additional amount of Rs. 1.00 Cr. received as payment for PMC consultancy for ‘Similar Projects’ subject to maximum total marks of 20.	20	Certificate from Chartered Accountant regarding payments for PMC services for ‘Similar Project’ during last (05) five financial years be enclosed with technical bid.
3	Experience in providing consultancy for Green Buildings of Three/Five Star GRIHA rating. For Three Projects- 05 Marks For Two Projects- 03 Marks	05	Certificate to be issued by competent authority to be enclosed in the Technical bid.

Sr. No.	Criteria	Max. Marks	Remarks
	For One Project- 02 Marks		
4	Completion of Project without time or cost overrun during last (05) five financial years. 01 mark for every project with completion time within the stipulated date of completion and 01 mark for every project with actual cost within the tendered cost	10	Satisfactory completion certificate of each 'Similar Project' duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.
5	Technical Manpower on permanent basis of the bidder for the last 3 years:	15	A certificate indicating exact no. of personnel of each category on permanent basis of the bidder along with their qualification and experience duly signed by competent authority of the organization to be enclosed with the Technical Bid.
i.	Civil Engineers: B.E/B.Tech with minimum experience of 15 years- 5 marks a) Between 50 to 100- 03 marks b) Between 100 to 200- 04 marks c) More than 200- 05 marks		
ii.	Post-Graduation/Masters in structures or construction management with minimum experience of 10 years- 03 Marks a) Between 5 to 10- 01 marks b) Between 10 to 20- 02 marks c) More than 20- 03 marks		
iii.	Electrical/Mechanical Engineers: B.E/B.Tech with minimum experience of 10 years- 4 marks a) Between 10 to 20- 02 marks b) Between 20 to 40- 03 marks c) More than 40- 04 marks		

Sr. No.	Criteria	Max. Marks	Remarks
iv	Architects: B.Arch with minimum experience of 10 years- 03 marks a) Between 3 to 5- 01 marks b) Between 5 to 10- 02 marks c) More than 10- 03 marks		
6	Presentation of approx. 45 minutes consisting of past projects, approach and methodology for this project etc.	30	-

Appendix-‘2’**Timeline for various stages of Project**

Sr. No.	Stage	Time/Duration in months	Remarks
1	Pre-Construction stage	1	
2	Preliminary Design	01	
3	Selection/Appointment of Architect along with engagement of specialists/consultants for other services	01	This activity can start simultaneously with Pre-construction stage & Preliminary Design
4	Preparation & finalization of Architectural Designs & Drawings by appointed Architect	02	
5	Appointment of Contractors	01	
6	Execution of works	18	
	Total	24 months	From the issue of LoA

Appendix-‘3’

Minimum Staff to be deployed at site

Sr. No.	Position	Qualification	Experience	Minimum number
1	Team Leader (Not below the rank of Executive Engineer in CPWD)	Degree in Civil Engineering	20 years	1
2	Site Engineers (Not below the rank of Assistant Engineer in CPWD)			
(i)	Civil	Degree in Civil Engineering	10 years	1
(ii)	Electrical	Degree in Civil Engineering	10 years	1
3	Junior Engineer/Construction Supervisors	Diploma in Civil/Electrical	8 years	
(i)	Civil	Diploma in Civil Engineering	8 years	2
(ii)	Electrical/Mechanical	Diploma in Electrical/Mechanical Engineering	8 years	1

Appendix-‘4’

**Financial Bid Performa
(On bidders letter head)**

From

To

The Vice-Chancellor
Central University of Haryana
Mahendergarh (Hry.)

**Subject: Financial bids for the Appointment Project Management Consultancy
Services for Planning, Design and Development of the infrastructural
facilities and other related works in Campus of Central University of
Haryana at Mahendergarh, Haryana-123029.**

Dear Sir,

We the undersigned, offer to provide subject cited PMC services in accordance with
RFP dated.....

1. Our lump sum fee for the PMC services shall be Rs..... **(To be filled in the
online mode only in Excel Performa)** (Rs.....in
words) and this is inclusive of payments to all other consultants for the complete
scope of services as per RFP Clause- 16.
2. The above quoted lump sum fee shall be considered only for the purpose of
evaluation of bids and the ceiling amount of fee payable shall be calculated after

re-adjusting the above quoted lump sum fee as per RFP Clause 16.1 and the same shall be binding upon us.

3. We understand the CUH is not bound to accept any proposal received by it.
4. We undertake that if O&M Services also entrusted to us, then 'Terms & Conditions' shall be mutually decided with CUH at a later stage and shall be binding on us.

Yours Sincerely,

Authorized Signatory

Name and Designation of Signatory

(with office seal)

[Letter of Transmittal]

Appendix-‘5’

(On bidders letter head)

To
The Vice-Chancellor
Central University of Haryana
Mahendergarh (Hry.)

Subject: Appointment Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029.

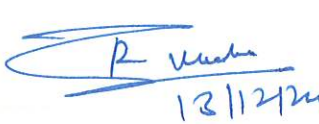
Dear Sir,

In reference to subject cited as above, it is submitted as under:

- i) We have read/examined the complete RFP document.
- ii) We hereby express our interest for undertaking the consultancy referred to in the RFP.
- iii) We agree to abide by and fulfil all the terms, conditions and provisions of the RFP document which shall be binding on us.
- iv) We confirm that the information provided by us in our proposal is true and correct.
- v) We understand that we are liable to be disqualified if any information provided by us is found to be false, inaccurate or incorrect at any stage.

Yours Sincerely,

Authorized Signatory
Name and Designation of Signatory
(with office seal)



Central University of Haryana

Pre-bid meeting dated 19/12/2024 on RFP document for the work of "Selection of Project Management Consultant (PMC) for Development of Infrastructural facilities and other related works in campus of Central University of Haryana, Mahendergarh".

The details of the queries received from the shortlisted CPSUs and the reply of CUH is as under:

A. NBCC (India) Limited.

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
1	Clause 03 Page no. 6	Cost of Tender Documents. (In Form of DD/NEFT/RTGS): Rs. 15,000/- (Non-Refundable)	It is requested to clarify whether the said amount of Rs. 15,000/- as Cost of Tender Documents is inclusive of GST or not. Also, please provide the payment details for the preparation of DD.	The cost of tender document is inclusive of all taxes. The tender document cost is to be paid through RTGS/NEFT as per account details mentioned in RFP document (Page No. 7).
2	Clause 4. Page. No. 16	Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in the favour of Registrar, Central University of Haryana payable at Mahendergarh)	Please provide the format of Bank Guarantee for the preparation of EMD.	EMD will not be in the form of Bank guarantee. The amended clause is as under: The Earnest Money Deposit (in the form of DD/NEFT/RTGS in the favour of Registrar, Central University of Haryana payable at Mahendergarh).

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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
				The account no. of University is mentioned at Page No.-7 of RFP.
3	Point no. 5), Page no. 6	Date of Pre-bid Meeting: At 11:00 AM on 19/12/2024 in the Conference room , Central University, Jant-Pali, Mahendergarh, Haryana	It is requested to conduct the pre-bid meeting in online mode also to get more participation. The VC link for the same shall also be provided.	Resolved.
4	Clause 1.3, Page no. 11	Details of projects/buildings to be taken by PMC.	Please clarify whether the total estimated cost i.e. 196.98 Cr. is inclusive of GST or not. It is also requested to please clarify the whether different works/buildings mentioned in the said clause are simultaneous nature of works.	The total estimated cost i.e. 196.98 Cr. is inclusive of all applicable taxes. Yes. All the works may be started simultaneously.
5	Clause 3.1 (E), Page no. 16	Should have O&M experience of 'Similar Project' either through itself or through its Associates a minimum experience of at least 5 years	It is requested to amend the said clause as follows: Should have O&M experience of 'Similar Project/any project' either through itself or through its Associates a minimum experience of at least 5 years	The clause 3.1 (E) is deleted.



Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
6	Clause 5.6 (i), Page no. 23	Once the detailed structural calculations & drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be borne by PMC	As per standard MOU practice, the fee for proof checking from any reputed institute (IIT/NIT) is included in the actual project cost. Therefore, it is requested to amend the said clause as follows: Once the detailed structural calculations & drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be included in Estimated project cost.	No change. Original clause remains.
7	Clause 5.8 (i), Page no. 24	5.8 Appointment of Contractors: i. The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions will be followed to engage contractors on EPC mode.	NBCC has its own GCC for appointment of EPC Contractors which is in line with CVC guidelines. Hence this clause to appoint EPC contractor following "The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions" may please be removed. The special clauses as per project requirement can be made part of tender documents in the form of	No change. Original clause remains.

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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			Special Conditions of Contract (SCC), if required.	
8	Clause 11.0, Page no. 29	11.0 Compensation for Delay:, the PMC shall pay a compensation of 0.25% per week subject to maximum of 10% of the total fee payable to the PMC.	PMC executes the project on behalf of Client and receives very nominal fee. In this regard, it is requested to modify the said clause as per standard practice i.e.: , the PMC shall pay a compensation of 0.25% per month subject to maximum of 5% of the total fee payable to the PMC.	No change. Original clause remains.
9	Clause 12.0, Page no. 30	12.0 Compensation for Cost Overrun: Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attributed to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will	This clause is stringent. Therefore, it is requested to delete the said clause.	No change. Original clause remains.

EF

3/7

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
		be levied. Further, in cases of cost overrun, the amount of cost overrun, no matter whether it is exempted or excess, will not be included in the approved project cost while calculating the fee payable to the PMC. The decision about the % age of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the VC, CUH or any other authority authorized by VC, CUH and shall be final and binding and completely excluded from preview of conciliation or judicial review.		
10	Clause 13.2, Page no. 31	13.2 In the event of failure of the PMC to get the defects rectified in time, the CUR will be entitled to take any/all the following actions: i) To forfeit the remaining 50% of the Security Deposit of the PMC which was to be refunded after DLP is over. ii) To get the Performance Bank Guarantee (PBG) encashed and forfeit the amount. iii) To get the defects removed at the risk & cost of PMC and recover the expenditure from available Security	This clause is stringent. Therefore, it is requested to delete the said clause.	No change. Original clause remains.

B

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
		Deposit/PEG or any sum payable to PMC under the Contract. iv) To debar the PMC for future consultancy work in CUR. v) The decision of the Vice-Chancellor, CUR or any other authority authorized by VC, CUR for any or all the aforesaid actions against PMC shall be final and binding and shall be completely excluded from preview of conciliation or judicial review.		
11	Clause 16.3, Page no. 33	16.3 The above calculated re-adjusted Lumpsum fee shall be ceiling amount payable to PMC for its services even if the actual project cost increases at the time of completion due to various reasons except the additional works ordered and approved by the CUH.	This clause is stringent. In this regard, there should not be any ceiling on PMC fee if the actual project cost increases at the time of completion due to various reasons.	No change. Original clause remains.
12	Clause 16.9, Page no. 34	8. After completion of defect liability period-- 10% of fees based on actual cost of completion.	A large amount of payment in percentage of actual cost of completion (i.e. 10% of fees) is kept hold on completion of work. It is requested to modify it as follows and change the other payment stages accordingly: After completion of defect liability	The amended clause is enclosed as Annexure-'A'.



Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			period-- 5% of fees based on actual cost of completion.	
13	Appendix-1, Page no. 38	2. Total amount of payment received for providing PMC services for 'Eligible Projects' during the last (05) five financial years immediately preceding the RFP due date. For receiving minimum average payment of Rs. 5.00 Cr. per annum during last (05) five financial years, 10 marks will be given. Additional marks @ 1 mark for additional amount of Rs. 1.00 Cr. received as payment for PMC consultancy for 'Similar Projects' subject to maximum total marks of 20.	It is requested to please clarify whether the criteria of minimum amount of payment received for providing PMC services i.e. 5 Cr. per annum shall be considered for respective 'Eligible Project' or for total nos. of eligible projects.	No change. Original clause remains.
14	Appendix-1, Page no. 39	4. Completion of Project without time or cost overrun during last (05) five financial years. 01 mark for every project with completion time within the stipulated date of completion and 01 mark for every project with actual cost within the tendered cost	Due to COVID period and GRAP restrictions by CPCB in last 5 financial years, it is very difficult to provide such large (20 nos.) of Project completion certificate having without the time or cost overrun during the last 5 financial years. Therefore, it is requested to either increase the duration of last 5	No change. Original clause remains.



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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			financial years to last 10 financial years OR increase the no. of marks for each projects (for one project-02 marks) having completion time within the stipulated date of completion and with actual cost within the tendered cost.	
15	Appendix-1, Page no. 39-40	5. Technical Manpower on permanent basis of the bidder for the last 3 years:	The requirement of the said technical manpower having such high experience (10-15 yrs. experience) is not inline with this value of project (i.e. 196.98 Cr.). Therefore, it is requested to amend the said clause as follows: i.Civil Engineers: B.E/B.Tech with minimum experience of 5 years- 5 marks a) Between 50 to 100- 03 marks b) Between 100 to 200- 04 marks c) More than 200- 05 marks ii. Post-Graduation/Masters m structures or construction management with minimum experience of 5 years- 03 Marks	The amended clause is enclosed as Annexure-'B'.

CF

(3/3)

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			a) Between 5 to 10- 01 marks b) Between 10 to 20- 02 marks c) More than 20- 03 marks iii. Electrical/Mechanical Engineers: B.E/B.Tech with minimum experience of 5 years- 4 marks a) Between 10 to 20- 02 marks b) Between 20 to 40- 03 marks c) More than 40- 04 marks iv. Architects: B.Arch with minimum experience of 5 years- 03 marks a) Between 0 to 1- 01 marks b) Between 1 to 3- 02 marks c) Between 3 to 5- 03 marks	
16	Appendix-2, Page no. 41	Timeline for various stages of Project	Please clarify whether the given timeline for various stages of Project is for each building mentioned in the clause 1.3. If no, then it is requested to provide timeline for different buildings since the time period for completion of each building is different.	It is clarified that Sr. No.-1 to 5 mentioned at Page No.-41 of the RFP document will remain same for all the projects. The timeline for execution of works may be adjusted accordingly to complete the projects within stipulated time mentioned in the RFP document.



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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
17	Point no. 5), Page no. 7	Last Date & Time of submission of bids online: 26/12/2024 by 3 PM	In view of the above queries & preparation of EMD and above documents, it is requested to kindly extend the last date for bid submission from 26.12.2024 to atleast two weeks.	Last Date & Time of submission of bids is amended from 26/12/2024 by 3:00 PM to 03/12/2024 by 3:00 PM.

B. RITES Limited:

Sr. No.	RITES Query/Suggestion	Response of CUH
1	The bid has to be submitted in two packet system Technical & financial bid. As per procedure technical bid (weightage 70%) score shall be disclosed before opening of financial bid of qualified bidders. - Kindly conformed that the same procedure shall be followed in evaluation of the tender.	It is clarified that technical bid score will be disclosed and uploaded on the website before opening of the Financial bid.
2	The EMD of Rs. 10 Lakhs to be deposited in form of Bank Guarantee in favour of Registrar, Central University of Haryana payable at Mahendergarh. - Kindly provide the form for bank guarantee and period of its validity required.	EMD will not be in the form of Bank guarantee. The amended clause is as under: The Earnest Money Deposit (in the form of DD/NEFT/RTGS in the favour of Registrar, Central University of Haryana payable at Mahendergarh). The account no. of University is mentioned at Page No.-7 of RFP.

C. Engineer India Limited:

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
1	Clause 0.0	Bidder understands that "Project Cost" include the following: - • All the final payments made to the contractor(s), sub-contractor(s), vendors/supplier(s), TPQM agency etc. as agreed upon in the tender for the construction of all the buildings, services, related facilities etc. • All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to CUH. • All cost of labour and manpower deployed on the Project works by the contractor on its own or through labour contractors or PMC for execution of the works. • Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory. • The cost towards watch & ward staff, construction of site office, other field requirements etc. • All monetary liabilities of the PMC towards the	The total 'Project Cost' has been defined as 'Estimated Cost' i.e. Rs. 196.98 Cr. at Page No.-11 of the RFP document. The items included in this Project Cost has been clearly defined in the Notes below the table at Page No.-11 of RFP document. As such no changes are required in the RFP Clause- 1.3.



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies. • All additional costs as payable to contractors/ vendors/ labors etc. on account of risk & cost action against contractor with due approval of the CUH. • All liabilities arising out of any court decree or arbitration award and/ or any additional costs transpiring due to the direction of any court/tribunal/ statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the 'CUH' in any suitor arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges, subject to the prior approval of the CUH. • This sub-clause only addresses disputes/ arbitrations/suits with any or all of the contractors or any other person(s) body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the 'CUH' and	



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		the PMC, in which case, each party shall bear its own costs. The cost of the project shall include all direct and indirect taxes and also any other statutory payments on account of cess etc. to the State/Central Government. Client to kindly consider and confirm.	
2	Clause 3.1 (E)-Primary Eligibility Criteria on Page 16.	The above criteria regarding O&M experience for Selection of PMC was not mentioned in EOI 33/2024. As this criterion seems to be restrictive and shall also not be evaluated in QCBS evaluation. Further as per the clause 5.2 (vii) . The PMC may be appointed during the O&M period if CUH requires. Hence, Bidder requests to delete the said clause for Eligibility Criteria. Client to kindly consider and confirm.	The clause 3.1 (E) is deleted.
3	General	As per RFP, bidder is required to submit Bank Guarantee for EMD. It has been noticed that the form of Bank Guarantee is not available in RFP. Also, validity of the same is not mentioned. Hence, it is requested to kindly provide the BG format and validity of Bank Guarantee for EMD, urgently.	EMD will not be in the form of Bank guarantee. The amended clause is as under: The Earnest Money Deposit (in the form of DD/NEFT/RTGS in the favour of Registrar, Central University of Haryana payable at Mahendergarh).

(308)

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
			The account no. of University is mentioned at Page No.-7 of RFP. EMD will be released as per rule applicable in GFR-2017.
4	Clause 9 (Security Deposit) on Page 29.	Bidder requests to modify the said clause as below:- In addition to the Performance Bank Guarantee required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5, an amount equivalent to 5% of the total fees payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The BG will be retained till the completion of the DLP. No interest shall be paid on BMD, BG and SD.	The amended clause is as under: In addition to the Performance Bank Guarantee required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5, an amount equivalent to 5% of the total fees payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The BG will be retained till the completion of the DLP. No interest shall be paid on BMD, BG and SD.



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Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		Further, it is also requested to kindly consider submission of Bank Guarantee of equivalent amount towards security deposit instead of deduction towards SD in each bill. Client to kindly consider and confirm.	No change in the clause with regard to deduction towards Security Deposit.
5	Clause 11 (Compensation for Delay) on Page 29	Bidder requests to kindly modify the compensation of delay to be paid by PMC at maximum of 5% of the total fee payable to the PMC.	No change. Original clause remains.
6	Clause 12 (Compensation for Cost Overrun) on Page 30	Bidder requests to kindly delete the said Clause : Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attribute to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will be levied. Client to kindly consider and confirm.	No change. Original clause remains.
7	Clause 16.3 (Fees for PMC Services)	Bidder requests Client to kindly consider PMC fees on the actual project cost instead of the approved project cost.	No change. Original clause remains.



(306)

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH																		
		Client to kindly consider and confirm.																			
8	Clause 16.9 (Fees for the PMC services) on Page 34	Bidder requests to kindly modify the said Clause as below:- <table><tr><th>Sr. No.</th><th>Stage</th><th>% of the total fees payable</th></tr><tr><td>1.</td><td>On submission and approval of Master Plan and Preliminary Estimates (PE) to CUH</td><td>20% of the quoted LS fee</td></tr><tr><td>2.</td><td>On preparation of Detailed Estimates and issuance of NIT Tender Documents for inviting bids from contractors</td><td>20% of the quoted LS fee</td></tr><tr><td>3.</td><td>On award of Works for execution.</td><td>5% of the quoted LS fee</td></tr><tr><td>4.</td><td>Installments during execution of the Project based on actual +execution progress of work</td><td>50% of the quoted LS fee</td></tr><tr><td></td><td>i. On completion of 20% of Value of work</td><td>12.5% of the quoted LS fee</td></tr></table>	Sr. No.	Stage	% of the total fees payable	1.	On submission and approval of Master Plan and Preliminary Estimates (PE) to CUH	20% of the quoted LS fee	2.	On preparation of Detailed Estimates and issuance of NIT Tender Documents for inviting bids from contractors	20% of the quoted LS fee	3.	On award of Works for execution.	5% of the quoted LS fee	4.	Installments during execution of the Project based on actual +execution progress of work	50% of the quoted LS fee		i. On completion of 20% of Value of work	12.5% of the quoted LS fee	The amended clause is enclosed as Annexure-A .
Sr. No.	Stage	% of the total fees payable																			
1.	On submission and approval of Master Plan and Preliminary Estimates (PE) to CUH	20% of the quoted LS fee																			
2.	On preparation of Detailed Estimates and issuance of NIT Tender Documents for inviting bids from contractors	20% of the quoted LS fee																			
3.	On award of Works for execution.	5% of the quoted LS fee																			
4.	Installments during execution of the Project based on actual +execution progress of work	50% of the quoted LS fee																			
	i. On completion of 20% of Value of work	12.5% of the quoted LS fee																			

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion			Response of CUH
			ii. On completion of 40% of Value of work	12.5% of the quoted LS fee	
			iii. On completion of 60% of Value of work	12.5% of the quoted LS fee	
			iv. On completion of 80% of Value of work	12.5% of the quoted LS fee	
			v. On Completion of Project	100% of cumulative LS fees	
9	General	Bidder requests CUH to kindly add the following Clause: - PMC shall appear and defend any claims of the contractors against itself or Client in arbitration or before courts or tribunals or government authority or quasi-judicial authority pertaining to execution of work. However, in case if the award is decreed by an arbitrator or a court of law in favor of the contractor, the PMC will get the arbitration awards examined by the appropriate authority and the decision of the Competent Authority in PMC to accept the award or to challenge the same in a court of law will be binding on the client department and the funds for making payment of all amounts which may be decreed by a court of			Not accepted.



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of Client not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work. In addition to the above, the cost of PMC's efforts shall also be reimbursed by the Client to the PMC at the man-hour rates of PMC/mutually agreed rates. Client to kindly consider and confirm.	
10	Clause 21.0 (Indemnity) on Page 36	Bidder requests to modify the said clause as below: The parties shall indemnify each other in the event of property damage or bodily injury or death of the employee of either Party or property damage or bodily injury or death of a third party for the reasons attributable to the other party occurring during the course of execution of this Project. Client to kindly consider and confirm.	No change. Original clause remains.
11	Clause 22.1 (Force Majeure) on Page 37.	Bidder requests to kindly modify the said clause as below:-	No change. Original clause remains.



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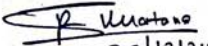
Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		PMC shall not be considered in default if delay in completion of work occurs due force majeure conditions like natural calamities, civil disturbances, war, fire, floods, pandemic, riots and strike etc. Client to kindly consider and confirm.	
12	Clause 23 on Page 37.	Bidder being a CPSE and CUH is a Government entity the arbitration / dispute settlement shall be done as per DPE guidelines in line with AMRCD. Hence, the said clause may be replaced by following: <i>"In the event of any dispute that may arise between CUH and CPSU, the Office Memorandum dated 14th December, 2022; DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 shall be made applicable."</i> Client to kindly confirm.	No change. Original clause remains.
13	General	Bidder requests Client to kindly add the following clause : Liability of PMC shall be limited to re-engineering of any defective services under PMC Scope of Services. No liabilities whatsoever shall be entertained by PMC other than getting the defective parts rectified from the respective	Not accepted.



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		contractor(s). No penalty/recoveries shall be levied from FEES of PMC whatsoever. PMC shall make contractor(s) responsible for rectification of defects in works. It is agreed between Client and PMC that the aggregate liability of PMC arising from total recoveries/adjustments on account of delays / mistakes at PMC end and / or any other account, from Fees of PMC shall not exceed 5% of "consultant's Fees" on the balance Works, effectively received under this Agreement. To protect their interest, PMC shall keep the matter on record and shall maintain file /register with the acknowledgements etc. for issue of drawings, clarifications/ instructions given to the Contractors/ Agency / Client in writing. Neither Party shall be responsible to the other Party for any penalty of consequential direct or indirect losses and damages such as loss of revenue, products or profits. The PMC responsibilities will be deemed to have been discharged with rectification of all defects through contractors with the end of Defect Liability Period for different items of work as specified above. Client to kindly consider and confirm.	
14	General	Whilst we are keen to take up this prestigious assignment and are in process of preparing our response for the subject Tender, we request you for an extension to the bid	Last Date & Time of submission of bids is amended from 26/12/2024 by 3:00 PM to 03/01/2025 by 3:00 PM.



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		submission due date by a minimum period of 15 days from the date of issuance to the queries issued by prospective bidders so as to enable us to submit the most responsive bid. Client to kindly consider and confirm.	


 20/12/24
 (Executive Engineer)

Annexure-'A'

16. 9 The fees proportionately payable to PMC shall be payable in stages as given below:

Sr. No.	Stage	% of the total fees payable
1	On signing of Agreement (against a Bank Guarantee as mobilization advance)*	4% of the quoted LS fee
2	On completion of services related to Pre-construction stage	4% of the quoted LS fee
3	On completion of Preliminary Design services	4% of the quoted LS fee
4	On Selection/Appointment of Architect and engagement of specialist/consultants for other services	4% of the quoted LS fee
5	On appointment of Contractors	4% of the fee based on total tendered cost with adjustment of excess amount, if any, already paid up to stage 4 above.
6	During execution based on 10 milestones, pro rata basis on tendered cost	60% of fees based on tendered cost
7	Upon completion of project	15% of fees based on actual cost of completion with adjustment for excess amount, if any, up to stage 6
8	After completion of defect liability period	5% of fees based on actual cost of completion

*The bank guarantee in the scheduled/commercial bank for mobilization advance will be returned after the appointment of Contractors.

[Signature]
20/12/24

(Ex. Engrs. / 11)

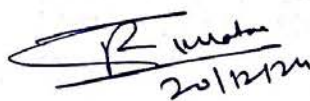
Criteria & marks for evaluation of Technical Bids

Sr. No.	Criteria	Max. Marks	Remarks
1.	Experience in providing PMC services for 'Similar Projects' any where in India or abroad during last (5) Five Financial years as per following details: Project Cost between i) Rs. 25 Cr. to 50 Cr.- 05 Marks ii) Rs. 50 to 100 Cr.- 07 Marks iii) More than 100 Cr.- 10 Marks The total maximum marks shall be 20 only.	20	Satisfactory completion certificate of each 'Similar Project' duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.
2	Total amount of payment received for providing PMC services for 'Similar Projects' during the last (05) five financial years immediately preceding the RFP due date. For receiving minimum average payment of Rs. 5.00 Cr. per annum during last (05) five financial years, 10 marks will be given. Additional marks @ 1 mark for additional amount of Rs. 1.00 Cr. received as payment for PMC consultancy for 'Similar Projects' subject to maximum total marks of 20.	20	Certificate from Chartered Accountant regarding payments for PMC services for 'Similar Project' during last (05) five financial years be enclosed with technical bid.
3	Experience in providing consultancy for Green Buildings of Three/Five Star GRIHA rating. For Three Projects- 05 Marks For Two Projects- 03 Marks For One Project- 02 Marks	05	Certificate to be issued by competent authority to be enclosed in the Technical bid.
4	Completion of Project without time or cost overrun during last (05) five financial years. 01 mark for every project with completion time within the stipulated date of completion and 01 mark for	10	Satisfactory completion certificate of each 'Similar Project' duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.



98)

Sr. No.	Criteria	Max. Marks	Remarks
	every project with actual cost within the tendered cost		
5	Technical Manpower on permanent basis with the bidder:	15	A certificate indicating exact no. of personnel of each category on permanent basis of the bidder along with their qualification and experience duly signed by competent authority of the organization to be enclosed with the Technical Bid.
i.	Civil Engineers: B.E/B.Tech with minimum experience of 15 years- 5 marks a) Between 50 to 100- 03 marks b) Between 100 to 200- 04 marks c) More than 200- 05 marks		
ii.	Post-Graduation/Masters in structures or construction management with minimum experience of 10 years- 03 Marks a) Between 5 to 10- 01 marks b) Between 10 to 20- 02 marks c) More than 20- 03 marks		
iii.	Electrical/Mechanical Engineers: B.E/B.Tech with minimum experience of 10 years- 4 marks a) Between 10 to 20- 02 marks b) Between 20 to 40- 03 marks c) More than 40- 04 marks		
iv	Architects: B.Arch with minimum experience of 10 years- 03 marks a) Between 3 to 5- 01 marks b) Between 5 to 10- 02 marks c) More than 10- 03 marks		
6	Presentation of approx. 45 minutes consisting of past projects, approach and methodology for this project etc.	30	-


20/12/24

(Ex. Engineer)

No. NBCC/BD/CUH/2025/29

Dated: 10.02.2025

To,
The Registrar,
Central University of Haryana
Jant-Pali, Mahendergarh-123029
Email: xen@cuh.ac.in

Annexure -6(i)

Attn: Prof. (Dr.) Suneel Kumar

Sub: "Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-reg."

Ref.:

1. CUH/RFP no. 34/2024 dated 13.12.2024
2. NBCC bid submitted for the subject tender.
3. CUH email dated 30.01.2025 regarding negotiation.

Sir,

This is in reference to your email dated 30th January 2025 wherein meeting was scheduled on 04th February 2025 at 11:00 AM in the Transit office of CUH, Gurugram for negotiation on lumsum PMC fee quoted by NBCC in the subject tender. The estimated cost of the subject work is Rs. 196.98 Crores.

NBCC's official attended the said meeting with Negotiation Committee chaired by the Registrar, CUH on due time & place. The Negotiation Committee of CUH in the meeting requested NBCC to reduce the quoted lumsum PMC fee of Rs. 9,92,77,920/- excluding GST.

After detailed discussion and considering our long term association with CUH Haryana for upcoming building and O&M works of CUH in next five years on the same terms and conditions, as a special case, we hereby agree to reduce the quoted lumsum PMC fee of Rs. 9,92,77,920/- excluding GST to lumsum PMC fee of Rs. 8,86,41,000/- excluding GST.

Thus, our negotiated lumsum PMC fee now works out to **Rs. 8,86,41,000/- (Rupees Eight crore Eighty Six Lakhs Forty One Thousand only) excluding GST**. All other terms and conditions of the RFP shall remain same.

Hope this suffices your requirement and consider us as Project Management Consultant for the subject work.

Thanking You,

Yours faithfully,


(Pradeep Sharma)
Executive Director (Engg.)
Head- Business Development

No. NBCC/BD/CUH/2025/ 73

Dated: 17.03.2025

Vice-Chancellor,

Central University of Haryana
Jant-Pali, Mahendergarh-123029
Email: xen@cuh.ac.in

Annexure -6(ii)

Attn: Prof. (Dr.) Tankeshwar Kumar

Sub: "Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-reg."

Ref.:

1. CUH Letter No. CUH/VCS/2025/GGN/334 dated 04.03.2025 regarding negotiation.
2. NBCC Letter No. NBCC/BD/CUH/2025/29 Dated 10.02.2025 regarding revised offer.
3. CUH email dated 30.01.2025 regarding negotiation.
4. NBCC bid submitted for the subject tender.
5. CUH/RFP no. 34/2024 dated 13.12.2024

Sir,

This is in reference to your letter dated 04.03.2025. Accordingly, meeting was held on 13.03.2025 between VC -CUH and Chairman-cum-Managing Director NBCC along with Sr. Officials from both side.

During discussion, NBCC was requested to further reduce the NBCC's revised offer of Rs. 8,86,41,000/- excluding GST to align with PMC Fee of NBCC for the work of Central University Punjab i.e. 4 % excluding GST. NBCC informed that the terms & condition of both the RFP's are different. The PMC fee quoted by NBCC is based on the techno-commercial requirement and major points that are affecting the NBCC PMC fee for two works are enumerated in **Annexure-I**.

Further, some of the recently signed MoU with organizations/ departments wherein NBCC is getting PMC more than 5% are attached at **Annexure-II**.

Thus, it is evident that NBCC's quoted fee is quite reasonable & competitive to commensurate with the scope and terms & condition of engagement for the subject work.

However, after detailed discussion and considering our long term association with CUH Haryana for upcoming building and O&M works of CUH in next five years on the same terms and conditions, as a special case, we hereby agree to further reduce PMC fee of Rs. 8,86,41,000/- excluding GST submitted vide letter 10.02.2025 to lumsum PMC fee of Rs. 8,66,71,200/- excluding GST.

Thus, our final negotiated lumsum PMC fee now works out to **Rs. 8,66,71,200/- (Rupees Eight Crore Sixty-Six Lakhs Seventy-One Thousand Two Hundred only) excluding GST**. All other terms and conditions of the RFP shall remain same.

Hope this suffices your requirement and consider us as Project Management Consultant for the subject work.

Thanking You,

Yours faithfully,

(Pradeep Sharma)

Executive Director (Engg.)

Head- Business Development

Encl.: As above

प्रदीप शर्मा / Pradeep Sharma
प्रबंधन निदेशक (इंजी.) / Executive Director (Engg.)
R&B-Head, Business Development Division
एनबीसीसी (इंडिया) लिमिटेड / NBCC (INDIA) LTD.
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
एन.बी.सी.सी. भवन, लोधी रोड, नई दिल्ली-110003
NBCC Bhawan Lodhi Road, New Delhi-110003

CORPORATE OFFICE

NBCC Bhawan, Lodhi Road, New Delhi-110003
Tel. EPABX : 91-11-24367314-15
CIN-L74899DL1960GOI003335

Annexure-I

Features	Central University of Punjab	Central University of Mahendergarh, Haryana	Remarks
Estimated cost:	Approx. Rs. 201 crores	Approx. Rs. 196.98 crores	
Completion time:	30 months (Sl. No. 3 of Important Instruction)	24 months (Sl. No. 2 of Important Instruction)	Extra Manpower Considered in CUH considering lesser time of completion that exceeded cost of salary
DLP	24 months (Sl. No. 3 of Important Instruction)	36 months (Sl. No. 2 of Important Instruction)	Extra manpower considered for exceeded 12 months period of DLP that exceeded cost of salary
Minimum mandatory Manpower required	Clause 8.1 (G) (XI) The PMC shall ensure sufficient and qualified Manpower at site to oversee the effective execution of the project by the contractor.	Appendix -3 (Minimum Staff to be deployed at site) - 6 nos. 1 no Team Leader, 20 yrs experience. 2 nos Site Engineer, 10 yrs experience 3 Nos JE , 8 yrs experience	Requirement of Minimum manpower at CUH exceeded the cost of Salary
Performance Security	Clause 7.6 @3% of PMC fee	Clause 4.5.5 @5% of PMC fee.	Extra Cost for banking charges
Security Deposit:	Nil	Clause 9.0 5% of the total amount payable to PMC to be deducted proportionately from each bill.	Since PMC is manpower based services and deduction of SD in each bill increased the overall cost of services.
Payment terms & Schedule:	Clause 9.8 As per Monthly Expenditure Statement (MES)	Clause 16.9 Mile stone Basis Payment - On signing of the Agreement to PMC- 4% of quoted fee - On completion of services related to pre-construction-4% - On completion of Preliminary Design services -4% - On appointment of Architect/Consultant -4% - On appointment of Contractor-4% - During execution based on 10 milestones-60%	

		• Upon completion of project-15% • After completion of DLP-5%	
Compensation for Cost Overrun:	Nil	Clause 12.0 @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost, subject to maximum of 10% of the total fee.	
Penalties in case of failure to get the defects rectified during DLP:	Nil	Clause 13.0 - To forfeit the remaining 50% SD of the PMC which was refunded after DLP is over. - To get the PBG encashed and forfeit the amount. - To get the defects removed at the risk & cost of PMC and recover the expenditure from available SD/PBG or any sum payable to PMC. - To debar the PMC.	



Annexure -II

Sl. No.	Name of Project	Name of Client	MoU/ LOI Date	PMC Fee
1.	Construction and Development of various Buildings along with External development work & allied services at Central University of Odisha, Main Campus, Sunabeda	Central University Odisha	03.01.2025	6.49%
2	Development of Unused and Purchasable FAR for 5 nos Greater Noida Project	Court Receiver- Amarpali Supreme Court of India	20.02.2024	8%
3	Construction of Multi-facility Healthcare Complex at Sector-1, C.G.S. Colony, Kane Nagar, Antop Hill, Mumbai- 400037	CGHS Mumbai	08.05.2024	7%
4.	Construction of Permanent Building of Composite Regional Centre (CRC) at Samba, Jammu, UT of J&K	Ministry of Social Justice & Empowerment, Govt. of India.	15.12.2023	7%





हरियाणा केंद्रीय विश्वविद्यालय

(संसद के अधिनियम 25 (2009) के तहत स्थापित)

महेंद्रगढ़ (हरियाणा), भारत - 123031

नैक द्वारा 'ए' ग्रेड प्राप्त विश्वविद्यालय

Central University of Haryana

(Established vide Act No. 25 (2009) of Parliament)

Mahendergarh (Haryana), India - 123031

NAAC ACCREDITED 'A' GRADE UNIVERSITY

Achieving Through Believing

क्रमांक / No. CUH/2025/Reg. 86/1720

दिनांक / Date: 01.01.2025

LETTER OF AWARD

To

Executive Director (Engg)
Head-Business Development
NBCC (India) Ltd.
NBCC Bhawan, Lodhi Road,
New Delhi-110003

Subject: Comprehensive Project Management Consultancy Services for planning, designing and development of infrastructure facilities and other related works in the Campus of Central University of Haryana, Jant-Pali, Mahendergarh.

Reference: RFP reference no. CUH/RFP/34/2024 dated 13/12/2024 and tender bid ID: 3138797 dated 02/01/2025.

Dear Sir,

In reference to above cited subject and your tender bid ID: 3138797 dated 02/01/2025, your proposal of Consultancy Services as a Project Management Consultant in reference to RFP No. CUH/RFP/34/2024 dated 13/12/2024 have been accepted for and on behalf of Central University of Haryana at your negotiated agreed lump sum consultancy fees of Rs. 8,66,71,200/- (Rs. Eight Crore Sixty Six lakhs seventy one thousand two hundred only) excluding GST, which is 4.40% of the project cost of Rs. 196.98 Cr. Both the parties will be bound to follow the terms & conditions of the aforesaid RFP, minutes of pre-bid meeting dated 19/12/2024 and presentation of NBCC dated 09/01/2025.

You are requested to deposit performance guarantee of Rs. 43,33,560/- (Rs. Forty Three lakhs thirty three thousand five hundred sixty only), which is 5% of the quoted lump sum fees within 10 days from the date of issue of the Letter of Award (LoA). The performance guarantee should be valid for a period of 60 days beyond the date of completion of all the contractual obligations of PMC including warranty obligations as per the RFP document.

SKumar

You are requested to attend this office for execution of formal agreement within 07 days after deposition of the Performance Guarantee. The Project timeline for the selected PMC will be 24 months for planning, designing and development/execution plus 36 months of Defect Liability Period. The date of issue of LoA may be treated as date of start of project timeline.

Please acknowledge the receipt of this LoA, confirm and provide a copy of acceptance of Letter of Award duly signed & stamped as a token of valid acceptance within 03 days.

Skumar
01/04/2025
(Registrar)

Copy to:-

1. OSD to Vice Chancellor, for the information of the Hon'ble Vice Chancellor.
2. TO to CMD, NBCC (India) Limited for the information of CMD, NBCC please.
3. Finance Officer, for information and further necessary action, please.
4. Executive Engineer, for information and further necessary action. please.

कुलसचिव/Registrar
हरियाणा केन्द्रीय विश्वविद्यालय
Central University of Haryana
महोदय, कलकत्ता - 123020
Meerut, Haryana - 123

No. NBCC/ED (BD)/CUH/LOA/2025/86

Dated: 03/04/2025

The Registrar

Central University of Haryana,
Mahendergarh, Haryana-123031
Phone: 01285-260102-202
Email: registrar@cuh.ac.in;

Kind Attn: Prof. (Dr.) Suneel Kumar

Sub: Comprehensive Project Management Consultancy Services for Planning, designing and development of infrastructure facilities and other related works in the Campus of Central University of Haryana, Jant-Pali, Mahendergarh.

Ref.:

1. Your Tender reference no. CUH/RFP/34/2024 dt. 13.12.2024
2. Minutes of pre-bid meeting dt. 19-12-2024.
3. Corrigendum - CUH/Infra/ 2024/1257 dt. 20.12.2024
4. Corrigendum - CUH/Infra/ 2024/1260 & CUH/Infra/2024/1261 dt.26.12.2024.
5. Our tender bid ID:3138797 dt. 02-01-2025.
6. Our presentation on 09-01-2025.
7. Technical bid opened on 10-01-2025.
8. Financial Bid opening on 23-01-2025.

Sir,

We hereby convey our acceptance on Letter of Award No. CUH/2025/Reg.off/1720 dated 01.04.2025 for Comprehensive Project Management Consultancy Services for Planning, designing and development of infrastructure facilities and other related works in the Campus of Central University of Haryana, Jant-Pali, Mahendergarh for a lump sum consultancy fees of **Rs. 8,66,71,200/- (Rs. Eight Crore Sixty Six lakhs seventy one thousand two hundred only) excluding GST, which is 4.40% of the project cost of Rs. 196.98 Cr.** All the terms & conditions of the aforesaid RFP, minutes of pre-bid meeting dated 19-12-2024 along with corrigendum's and presentation of NBCC dated 09-01-2025 will be followed.

We are submitting the duplicate Letter of Acceptance duly signed and stamped as a token of acceptance. **(Enclosed)**

It is requested to kindly inform us convenient date and time for signing of the agreement with Central University of Haryana for implementation of the subject work.

Thanking you and assuring you of our best services always,

Yours faithfully

Pradeep Sharma

Executive Director (Engg.)

Business Development

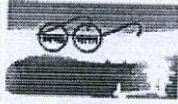
प्रदीप शर्मा / Pradeep Sharma
कार्पोरेट निदेशक (इंजी) / Executive Director (Engg.)
RBG-Head, Business Development Division
एनबीसीसी (इंडिया) लिमिटेड / NBCC (INDIA) LTD.
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
एन.बी.सी.सी. भवन, लोधी रोड, नई दिल्ली-110003
NBCC Bhawan Lodhi Road, New Delhi-110003

CORPORATE OFFICE

NBCC Bhawan, Lodhi Road, New Delhi-110003

Tel. EPABX : 91-11-24367314-15

CIN-L74899DL1960GOI003335



हरियाणा केंद्रीय विश्वविद्यालय

(संसद के अधिनियम 25 (2009) के तहत स्थापित)

महेंद्रगढ़ (हरियाणा), भारत - 123031

नैक द्वारा 'ए' ग्रेड प्राप्त विश्वविद्यालय



Central University of Haryana

(Established vide Act No. 25 (2009) of Parliament)

Mahendergarh (Haryana), India - 123031

NAAC ACCREDITED 'A' GRADE UNIVERSITY



Achieving Through Believing

क्रमांक / No. C.U.H./2025/Reg. 86/1720

दिनांक / Date: 01.01.2025

LETTER OF AWARD

To

Executive Director (Engg.)
Head-Business Development
NBCC (India) Ltd.
NBCC Bhawan, Lodhi Road,
New Delhi-110003

Subject: Comprehensive Project Management Consultancy Services for planning, designing and development of infrastructure facilities and other related works in the Campus of Central University of Haryana, Jant-Pali, Mahendergarh.

Reference: RFP reference no. CUH/RFP/34/2024 dated 13/12/2024 and tender bid ID: 3138797 dated 02/01/2025.

Dear Sir,

In reference to above cited subject and your tender bid ID: 3138797 dated 02/01/2025, your proposal of Consultancy Services as a Project Management Consultant in reference to RFP No. CUH/RFP/34/2024 dated 13/12/2024 have been accepted for and on behalf of Central University of Haryana at your negotiated agreed lump sum consultancy fees of Rs. 8,66,71,200/- (Rs. Eight Crore Sixty Six lakhs seventy one thousand two hundred only) excluding GST, which is 4.40% of the project cost of Rs. 196.98 Cr. Both the parties will be bound to follow the terms & conditions of the aforesaid RFP, minutes of pre-bid meeting dated 19/12/2024 and presentation of NBCC dated 09/01/2025.

You are requested to deposit performance guarantee of Rs. 43.33,560/- (Rs. Forty Three lakhs thirty three thousand five hundred sixty only), which is 5% of the quoted lump sum fees within 10 days from the date of issue of the Letter of Award (LoA). The performance guarantee should be valid for a period of 60 days beyond the date of completion of all the contractual obligations of PMC including warranty obligations as per the RFP document.

Page 1 of 2

SKumar

Pradeep Sharma
प्रदीप शर्मा / Pradeep Sharma
कार्यपालक निदेशक (इंजीनियरिंग) / Executive Director (Engg.)
RBG-Head, Business Development Division
एनबीसीसी (इंडिया) लिमिटेड / NBCC (INDIA) LTD.
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
नई दिल्ली-110003

वेबसाइट/Website: www.cuh.ac.in

Page 284

You are requested to attend this office for execution of formal agreement within 07 days after deposition of the Performance Guarantee. The Project timeline for the selected PMC will be 24 months for planning, designing and development/execution plus 36 months of Defect Liability Period. The date of issue of LoA may be treated as date of start of project timeline.

Please acknowledge the receipt of this LoA, confirm and provide a copy of acceptance of Letter of Award duly signed & stamped as a token of valid acceptance within 03 days.

SKumar
01/04/2025
(Registrar)

कुलसचिव/Registrar

हरियाणा केन्द्रीय विश्वविद्यालय

Central University of Haryana

फैजलपुर, हरियाणा - 122002

Fazlpur, Haryana - 122002

Copy to:-

1. OSD to Vice Chancellor, for the information of the Hon'ble Vice Chancellor.
2. TO to CMD, NBCC (India) Limited for the information of CMD, NBCC please.
3. Finance Officer, for information and further necessary action, please.
4. Executive Engineer, for information and further necessary action, please.

Pradeep Sharma
प्रदीप शर्मा / Pradeep Sharma
कार्यपालक निदेशक (इंजी.) / Executive Director (Engg.)
RBG-Head, Business Development Division
एनबीसीसी (इंडिया) लिमिटेड / NBCC (INDIA) LTD.
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
एन.बी.सी.सी. भवन, लोधी रोड, नई दिल्ली-110003
NBCC Bhawan Lodhi Road, New Delhi-110003

Item Rate BoQ

Validate Print Help

Tender Inviting Authority: Executive Engineer

Name of Work: Project Management Consultancy Services for Planning, Design and Development of the Infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029

Contract No:

NBCC (INDIA) LIMITED

Name of the Bidder Bidding Firm / Company

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Project cost (Rs. in lakhs)	Lumsun PMC Fees (not in fraction) in Rupees inclusive of payment to all other consultants for the complete scope of services as per RFP Clause-16	TOTAL AMOUNT In Words
1	Project Management Consultancy Services for Planning, Design and Development of the Infrastructural facilities and other related works	4	5	6	13	55
1.01	School of Engineering & Technology Block, 16 Nos. Lecture Halls, Central Instrumentation Centre, 02 Nos. Girls' Hostel blocks of 630 capacity, Multi-Purpose Hall, University Computer Centre Building	1.0	Nos	19698.00	99277920.00	INR Nine Crore Ninety Two Lakh Seventy Seven Thousand Nine Hundred Twenty & Paise Zero Only
Total in Figures		INR Nine Crore Ninety Two Lakh Seventy Seven Thousand Nine Hundred Twenty & Paise Zero Only				
Quoted Rate in Words						

For 23/01/25

23.01.25

23/01/25
(OSC Haryana)

Appendix-‘5’

(On bidders letter head)

To
The Vice-Chancellor
Central University of Haryana
Mahendergarh (Hry.)

Subject: Appointment Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029.

Dear Sir,

In reference to subject cited as above, it is submitted as under:

- i) We have read/examined the complete RFP document.
- ii) We hereby express our interest for undertaking the consultancy referred to in the RFP.
- iii) We agree to abide by and fulfil all the terms, conditions and provisions of the RFP document which shall be binding on us.
- iv) We confirm that the information provided by us in our proposal is true and correct.
- v) We understand that we are liable to be disqualified if any information provided by us is found to be false, inaccurate or incorrect at any stage.

Yours Sincerely,



Authorized Signatory
Name and Designation of Signatory
(with office seal)

SANCTION MEMORANDUM

REF: SAN/CUH/766/2024-25

DATE: 31-12-2024

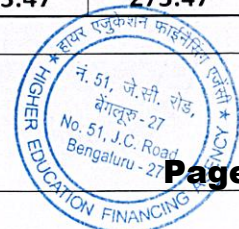
THE REGISTRAR,
CENTRAL UNIVERSITY OF HARYANA
JANT-PALI, MAHENDERGARH,
HARYANA – 123031.

Dear Sir,

Sub: Term Loan of Rs. 273.47 Crores sanctioned to the University.

We are pleased to inform you that the Institute's proposal for Term Loan of Rs. 273.47 Crores has been sanctioned on the following terms and conditions:

Nature of facility	Term Loan III				
Amount	Rs. 273.47 Crores (Rupees Two Hundred Seventy-Three Crores Forty-Seven Lakhs Only)				
Purpose and Project Cost	For the purpose of construction of residential building, Academic building and procurement of instruments at CU Haryana campus as under: (Rs.in crore)				
	Sl. No	Name of the Project	Built up Area in sqm	Project cost	Loan required
	1	Construction of School of Engineering & Technology Block at CUH	14000	77.06	77.06
	2	Construction of 16 Nos. of Lecture Halls, behind the existing Academic Block-1 at CUH (No of Storey G+3)	1636	6.64	6.64
	3	Construction of Central Instrumentation Centre at CUH (No of Storey G+1)	2600	14.59	14.59
	4	Construction of 02 Nos. Girls' Hostel Blocks for 630 Nos. students at CUH (No of Storey G+2)	15660	58.96	58.96
	5	Construction of Multi-purpose hall at Central University of Haryana	4000	16.56	16.56
	6	Construction of University Computer Centre Building	2800	23.17	23.17
	7	Procurement of instrument for Central Instrumentation Centre	NA	76.49	76.49
		TOTAL	40696	273.47	273.47
Margin	NIL				



REF: SAN/CUH/766/2024-25

Security	Primary: Hypothecation of Equipment / furniture purchased out of HEFA loan. Collateral: Charge on the following to the extent of our Loan amount / outstanding dues: 1. Fee Receivables Account 2. Grants Receivables Account 3. Escrow Bank 3 Receivables Accounts	
Interest		
Applicable	5.55% p.a. (Rate of interest as advised by the Board). ROI is subject to revision from time to time as per the directions of the HEFA Board).	
Reset of ROI	Next reset shall be on 01.01.2025 and every quarter thereafter on the said date. The ROI may also be reset any time before the said date, as per the directions of the HEFA Board.	
Repayment	A) Principal: The Loan is repayable in 20 Half Yearly Installments of Rs.13.6735 crore each. Repayment to commence after 6 Months from the date of first disbursement and subsequent installments to be repaid every 6 months thereafter. The Institute falls under Window Category III (a) as per “Revised HEFA Scheme conveyed vide MoE LETTER F.NO. 41-01/2023 TS-VII (PT. 1) MoE dated 19.12.2023”, accordingly, the University has to repay 10% of the principal portion from internal resources. The balance 90% of Principal portion shall be serviced out of MOE Grants. B) Interest: Interest is charged to the loan account at monthly rests on compounded basis. However, interest accrued at the end of the calendar quarter (i.e., March, June, September and December) has to be repaid within 30 days from the completion of the quarter. Due Date will be 30th of the subsequent month after the completion of quarter. Note: As per MoE LETTER F.NO. 41-01/2023 TS-VII (PT. 1) MoE dated 19.12.2023, Institutes falling in Window category III(a) shall pay 100% Interest obligation from Govt. Grant to Institution.	
Scheduled Project completion date.	Sl. No.	Name of Projects Expected date of completion after tendering
	1	Construction of School of Engineering & Technology Block at CUH 24 Month
	2	Construction of 16 Nos. of Lecture Halls, behind the existing Academic Block-1 at CUH (No of Storey G+3) 12 Month
	3	Construction of Central Instrumentation Centre at CUH (No of Storey G+1) 18 Month
	4	Construction of 02 Nos. Girls' Hostel Blocks for 630 Nos. students at CUH (No of Storey G+2) 24 Month
	5	Construction of Multi-purpose hall at Central University of Haryana 18 Month



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	6	Construction of University Computer Centre Building	18 Month
	7	Procurement of instrument for Central Instrumentation Centre	24 Month
Validity of Sanction	One Year. (However, Institute has to execute the loan documents within 45 days from the date of sanction conveying letter)		
Disbursement	Directly to Vendor/Agency Conditions: All disbursements from the loan shall be made directly to CPWD / contractor / Vendor/ Implementing Agency / Project monitoring consultant (PMC) against production of bills / certificate. Disbursements are permitted at the request of the institution, in cases where advance payments have to be made to CPWD / Contractors as per the MOU signed by the institution with CPWD/Contractors against submission of copy of MOU and demand notice.		
Upfront fee	Nil		
Documentation charges	Nil		
Commitment Charges	Nil		
Annual Review Charges	Nil		
Stamp Duty on Documentation	Actuals to be paid by the institute		

CONDITIONS:

A.) MOE Conditions as per the Minutes of Delegated Investment Board Meeting held on 04.10.2024 enclosed to MOE approval letter dated 06.11.2024:

- Funding support from the government will be provided under Window III(a) as per revised structure of HEFA as recommended by EFC in its meeting dated 17.07.2023. The university will repay 10% of the principal amount from its internal revenue. The remaining amount of principal along with interest component will be borne by the government.
- The university will adopt Engineering Procurement and Construction (EPC) mode in order to ensure implementation of projects to specified standards with a fair degree of certainty relating to cost. The provisions of GFR-2017 and relevant Gol orders, issued from time to time, shall be strictly adhered to.
- All infrastructure constructed should be barrier free and accessible to Divyangjan. All projects should follow the green construction approach and GRIHA norms with provision of energy efficiency, water conservation and use of renewable energy sources.
- The University to ensure that the projects be completed within stipulated time as stated in DIB Note and there should not be cost or time over run.
- All the scientific/lab instruments procured should be put on the I-STEM portal for use of other institutions.
- Institutes are advised to increase their IRG.

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B.) HEFA Conditions:

1. Institute to submit an undertaking for the following:

- Institute will ensure submission of all contract agreement/letter of award/Work orders in respect of all project components which are awarded and yet to be awarded.
- Institute will ensure submission of all necessary approval / clearance & Expenditure sanction of the projects to HEFA at appropriate time.
- A detailed implementation schedule linked to disbursement of loan have to be drawn in detail referring to civil contract and the same to be informed to MoE for approval as per prevalent guidelines and the same to be forwarded to HEFA for monitoring.
- Any deviation in the scope of the proposed project will be reported to MoE and HEFA.
- Institute to ensure submission of the agreement between the University and the executing contractors.

2. Institute to execute the loan documents within 45 days from the date of sanction conveying letter. Further, the Managing director of the company is hereby authorized to permit extension of another 30 days on case-to-case basis.

3. For the proposed loan, Institute to comply with the Escrow Arrangement as under:

- The existing main "Fee receivables" account of the borrower Institution shall be treated as Escrow Account No 1 and the corresponding bank shall be Escrow Bank1.
- The existing "Grants receivable" account of the Borrower Institution shall be treated as Escrow Account No 2 and corresponding bank shall be Escrow Bank 2.
- The Institution shall open two more escrow accounts i.e., Principal repayment account (Escrow account 3) and interest repayment account (Escrow account 4) with Canara Bank.
- The Institute falls under Window III (a) of HEFA scheme, wherein 10% of the principal repayment shall be met by the University out of internally generated budgetary resources and balance 90% out of general grants released by MoE.

Therefore, on the date of disbursement, upon intimation from HEFA, Escrow Bank 1 shall debit "Fee Receivables" account to the extent of Rs.1.36735 crore [being 10% of half-yearly instalment of Rs.13.6735 crore] and Escrow Bank 2 shall debit the "Grants Receivables" account to the extent of Rs.12.30615 crore [being 90% of half-yearly instalment of Rs.13.6735 crore] and similar amounts every 6 months thereafter [in the same proportion of 10% and 90% respectively], till closure of the loan account and remit the amounts to principal repayment account maintained with Canara Bank (Escrow Bank 3).

- The Escrowed amount so received in Principal Repayment Account with Canara Bank shall be first invested in short term fixed deposits as per borrower's instruction, for the period that maturity date of deposit to coincide with the due date of half yearly term loan installment and then transferred to HEFA's account on due dates by Canara Bank as advised by HEFA. This amount so received in HEFA's account will be appropriated towards installment due in respect of loan account(s) by HEFA.



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- f. As per MoE LETTER F.NO. 41-01/2023 TS-VII (PT. 1) MoE dated 19.12.2023 under Revised HEFA Scheme conveyed that Institutes falling in Window category III (a) 100% Interest obligation shall be served through Govt. grant to Institute, hence upon receipt of Interest demand notice from HEFA, Escrow 2 bank shall debit the Grant receivable account to the extent of 100% quarterly interest (being the interest debited monthly to the loan account during the calendar quarter i.e., March, June, September and December quarters) before 10th of April, July, October and January months every year, and in any case within 30 days from the closure of quarter and same shall be transferred to Interest Repayment Account maintained with Canara Bank (Escrow Bank 3). Such amount shall be transferred to HEFA's account immediately but not later than 2 working days. This Amount will be appropriated towards interest due by HEFA. Last Due date of payment of interest will be 30th of April, July, October and January months respectively. Penal interest @ 2% shall be charged from due date for the period of delay in payment of interest.
4. University shall ensure that Grant will be provided by MOE for servicing 90% of principal amount and complete servicing of interest towards the proposed loan, as applicable to Window category III (a) of HEFA Loans.
5. University shall ensure that the contractor entrusted with the work is having good track record in implementing project of this scale and related guidelines of Central Vigilance Commission are adequately complied with.
6. University to submit quarterly Physical Progress Report through PMS portal of HEFA.
7. University to confirm that terms of MoU/agreement with the PMC / Contractor / Executing Agency facilitate for timely completion of the project and also close monitoring of the project. Further, Institute shall also ensure that proper covenant is in place to safeguard the Institute's interest from time overrun and other associated project risks.
8. The responsibility of carrying out due diligence before issuing a request for release of funds lies with the Institute. It shall be the responsibility of the Institute to ensure that the process laid down in their Statutes and the guidelines issued by the Government are followed scrupulously.
9. Disbursement from the loan shall be made directly to Vendor/Executing Agency, as per their demand notice. Loan amount shall be released in stages based on the progress of work. Following documents/papers should be submitted for each disbursement:
 - i. Request letter signed by the Director/Registrar.
 - ii. Demand Notice/Bill of the PMC/Contractor.
 - iii. Copy of the Internal Approvals permitting payment of the Bill.
 - iv. Progress Report submitted by PMC along with the expenditure statement.
 - v. Recent Photographs of the Project indicating the progress.
 - vi. In case of payment of bills under LC:
 - a) Request from the University signed by the Director/Registrar.
 - b) Copy of LC
 - c) Confirmation from the Bank that documents under the LC are in order and strictly in compliance of LC terms.
 - d) Demand from LC opening bank for payment specifying the amount and account number to which the remittance has to be made.

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10. In cases, where advance payments have to be made to CPWD/Vendor/Executing Agency/Contractors as per the MOU signed by the institution with CPWD/Vendor/Executing Agency/Contractors, disbursements are permitted at the request of the institution, against submission of copy of MOU along with demand notice issued by the Executing Agency/Contractors.
11. During review of the project (from time to time), if it is found that the project is not being implemented as per the laid down plans, the Board may take a decision to stop further funding. The University shall abide by the decision of the Board in this regard.
12. Insurance cover for Theft, Burglary and Fire to be obtained for all equipment, machinery, furniture etc, proposed to be purchased out of HEFA finance. The policy shall be assigned in favour of HEFA, wherever applicable.
13. Inspection by HEFA will be carried out as and when deemed necessary.
14. The applicable stamp duty expenses in connection with execution of documents for the proposed loan is to be paid by the University.
15. Notwithstanding anything contained herein above:

This sanction does not vest in anyone, the right to claim any damages against HEFA, for any reason whatsoever.

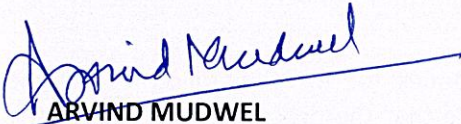
The disbursement under this sanction is subject to:

➤ **Availability of fund**

Please return the duplicate copy of the sanction letter duly signed by the authorized signatories, for having accepted all the terms and conditions contained herein.

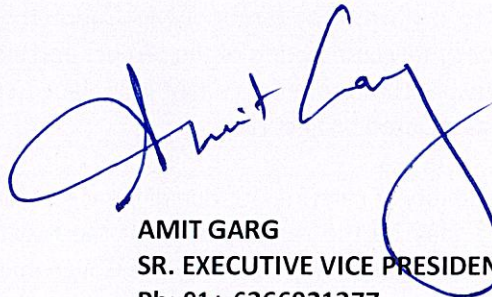
“As per the Orders of the Board dated 31-12-2024”

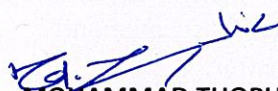
Yours faithfully,


ARVIND MUDWEL

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Copy to:

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Shastri Bhavan, New Delhi.