

NORTH-EASTERN HILL UNIVERSITY
Shillong - 793 001

27TH MEETING OF THE EXECUTIVE COUNCIL

A G E N D A

Saturday, the 31st October, 1981
Shillong

NORTH-EASTERN HILL UNIVERSITY
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27th Meeting of the Executive Council.

A G E N D A

----- Contents -----		Page No.
1.	Confirmation of the Minutes of the 25th meeting of the Executive Council held on 29th August, 1981	1
2.	MATTERS ARISING OUT OF THE MINUTES -	
	(a) To consider the various points submitted by Dr P.M.Reddy, Lecturer, Department of Botany, NEHU	2
	(b) Grievances of the students of the College of Agriculture, Nagaland vis-a-vis the removal of the Principal	2
3	REPORTING ITEMS -	
	(a) To report the action taken by the Vice-Chancellor in nominating a nominee of the University to the Governing Body of Shillong College, Shillong	17
	(b) To report the action taken by the Vice-Chancellor in nominating a nominee of the University to the Governing Body of Synod College, Shillong	17
4.	RATIFICATION OF ACTION TAKEN BY THE VICE-CHANCELLOR -	
	(a) Grant of Lien to Shri K.O.N.Nambiar, Assistant Private Secretary to the Vice-Chancellor	18
	(b) Grant of study leave to Mrs T.Ao, Lecturer, Department of English, NEHU	18

Contd/..ii..

5	Ban on Air Travel by non-entitled persons	20
6	To consider modification of Sl.No. 8 of the Delegation of Powers made in terms of Section 24(r) of the NEHU Act, 1973	22
7.	To consider accumulation of Compensatory Leave upto six months	23
8	Duty Leave to Senior Library staff on invitation from other Universities, Organisa-tions and Institutions	24
9	Payment of charge allowance to Shri J.W.Smith for taking charge of he post of Principal, Pachhunga University College from 5 October, 1979 to 21 September, 1980	25
10	Entrusting of construction of he Main Campus of NEHU at Shillong to the Meghalaya Govern-ment Construction Corporation Ltd., as an agent of the University	26
11	To consider the Minutes of the Standing Library Committee held on 28th September,1981	55
12	Exercise of option for Contributory Provident Fund	58
13	Representation forre-fixation of pay of Teachers	59
14	Cancellation of extra-ordinary leave of Shri Sridhar Balan, Lecturer in Political Science Department, NEHU	60
15	Opening of an Extension Counter by the United Bank of India at Ma-yurbhanj Complex	61
16	Extension of study lea-ve of Mrs.Nandita Maitra, Assistant Librarian, NEHU, Shillong	63
17	Cancellation of extra-ordinary leave for two years granted to Dr C.L.Anand, Professor and Dea-n, School of Education, NEHU	63

18	Appointment of Dr. Shyam Singh as Reader in Horticulture of Agriculture, Medziphema, Nagaland.	65
19	To consider extension of the term of appointment of Smti. M.R.Mawlong as Registrar of the University	66-67

6

(A N N E X U R E S)

Annexure - 1	3
Annexure - 2	12
Annexure - 3	27
Annexure - 4	28
Annexure - 5	29
Annexure - 6	30
Annexure - 7	56
Annexure - 8	62
Annexure - 9	64

Item No. 1

Confirmation of the Minutes of the 26th meeting of the Executive Council held on 29th August, 1981 :

The Minutes of the 26th meeting of the Executive Council held on 29th August, 1981, were circulated amongst the members with a request to give comments, if any, on the Minutes. The Office had received the following comment from the members on Item No.32 - "Pay Fixation of the Teachers of the University".

The second para of the above Item be substituted by the following :

"As regards the implementation of the Council's decision on Pay Fixation of some teachers, the Chairman informed the Council that while the pay of the teachers is being fixed in terms of Item No. 34 of the 25th meeting of the Executive Council, the matter is being taken up with the Finance Committee for the payment of the arrears to the concerned teachers".

The Council may kindly confirm the Minutes of the 26th meeting with the above correction.

Item No. 2

MATTERS ARISING OUT OF THE MINUTES

- (a) To consider the various points submitted by Dr P.M.Reddy, Lecturer, Department of Botany, NEHU -

Vide Resolution No. EC:26:81:02(a), the Council had RESOLVED that the Report of the Committee appointed by the Vice-Chancellor to go into the various points submitted by Dr P.M.Reddy, Lecturer, Department of Botany, NEHU, be placed again at the next meeting of the Council, together with the comments of the Office.

The Report and Comments will be tabled by the Chair.

- (b) Grievances of the students of the College of Agriculture, Nagaland vis-a-vis the removal of the Principal -

The Council in its 26th meeting held on the 29th August, 1981, had RESOLVED that the letter of Dr M.C.Pandey, be placed again at the next meeting of the Council.

The Report of the Director of Education, Nagaland appointed by the Executive Council in its 24th meeting held on 3rd and 4th April, 1981, to go into the grievances of the students of the College of Agriculture, Nagaland and the letter of Dr M.C.Pandey is placed as Annexures - 1 and 2 for consideration of the Council.

The comments of the Office on the letter of Dr Pandey will be tabled by the Chair.

(Page-3)

Annexure - 1

(2)

(COPY)

GOVERNMENT OF NAGALAND
DIRECTORATE OF EDUCATION

No.ED/HIS/GEN/2/81 Dated Kohima, the 23rd May, 1981.

To

The Vice-Chancellor (Acting)
North-Eastern Hill University,
Shillong (Meghalaya).

Sub:- REPORT ON ENQUIRY INTO THE ALLEGATIONS
AGAINST DR M.C.PANDEY, PRINCIPAL,
COLLEGE OF AGRICULTURE, MED ZIPHEMA.

Sir,

In response to your D.O. letter No.25-1/PVC/81-28 dated 12 May, 1981, I am to furnish herewith my report on the enquiry into the allegations against Dr M.C.Pandey, Principal, College of Agriculture, Medziphoma, as desired.

Encl: as above.

Yours faithfully,

Sd/- K. Sekhose
Director

4

(Page - 4)
(3)

INQUIRY REPORT OF SURI K. SEKHOSI, DIRECTOR OF
EDUCATION, GOVERNMENT OF NAGALAND ON THE COMPLAINT
AGAINST DR M.C.PANDEY, PRINCIPAL, COLLEGE OF
AGRICULTURE, MEDZIPHEMA VIS-A-VIS HIS REMOVAL.

As per the decision of the Executive Council of the North-Eastern Hill University communicated vide D.O. letter No. 25-1/PVC/81-28 dated 12 May, 1981 of the Acting Vice-Chancellor, I was entrusted with the task of conducting an inquiry into the complaint against the Principal, College of Agriculture, Medziphema and the demand of the students for removal of Dr M.C.Pandey. The complaint letter from the students or the teaching staff of the College received by the University authorities were not furnished for conducting the inquiry. Only a background paper placed at the meeting of the Executive Council of the University was made available for conducting the inquiry.

Accordingly, I visited College of Agriculture Medziphema on 22.5.81 for the purpose and a series of discussions were held in the office room of the Principal with the under noted students Representatives, Teaching Faculties and non-teaching staff of the College and besides the Reader-in-charge of the College:

I. Students Representatives:

- (1) Shri K. Keyokhriso
- (2) Shri Y. Zhimomi
- (3) Shri M. Lotha
- (4) Shri Hoto
- (5) Shri B. Bhattacharjee
- (6) Shri Talitamjon
- (7) Shri M. Jamir

Contd/...

II. Teaching Faculties :

- (1) Dr. M.V. Haddy
- (2) Dr. J.S. Thakur
- (3) Dr. R.C. Gupta
- (4) Dr. D. Bhatnagar
- (5) Dr. D.P. Sharma
- (6) Dr. A.S. Malik
- (7) Dr. R.C. Laloo

III. Non-Teaching Staff:

- (1) Mr. Nair, Accountant
- (2) Mr. Mathow, L.D.A.-Cum-Typist
- (3) Mr. M.K. Das, Store-Keeper.

As stated earlier the details of complaint etc., were not furnished by the University except the background paper. First discussions were held with the students' representatives from 1030 hours to 1300 hours. The students' representatives furnished a copy of their Memorandum submitted to the Vice-Chancellor on 20.3.80 and discussions were held basing on this Memorandum. Since the points mentioned in the Memorandum relates verbal exchanges of words between the students and the Principal, Dr. M.C. Pandey, there was no documentary evidence in support of otherwise of the points indicated in the Memorandum.

From the discussion with the students' representatives it is gathered that two of the teaching staff namely Dr. Katharia and Mr. Nath had to resign from the College Service because of misbehaviour of the Principal, Dr. M.C. Pandey. Dr. Katharia is said to be working now in the Haryana Agricultural University while Mr. Nath is now a Research Scholar in the North-Eastern Hill University in Shillong. Their personal statements in this respect may have to be obtained if necessary by the University Authorities in this connection.

Secondly, it has been observed that the College hostel was not maintained properly. Even neither the basic needs like water, firewood, etc., were provided to the students hostel nor proper medical facilities were provided to the hostellers. Whenever the students approached the Principal for detailing the Jeep allotted to the Institution for these purposes, the Principal refused to provide the same even at times when some of the students were seriously ill.

There are other complaints against the Principal such as rejecting students' sentiments, giving false promises, strange relation with local people and neighbouring institutions, supply of sports goods etc. All these complaints were from the students. But they could not produce any documentary evidence in support of these complaints. Of course, that is not possible also. In order to find out the facts, I wanted to contact the heads of the neighbouring institutions also, but failed because of the reasons:-

(1) Indian Council of Agricultural Research :

The Joint Director was out on tour to Delhi.

(2) Integrated Extension Training Centre :

The Principal has already been transferred out.

(3) Veterinary Field Assistants Training Institute :

The Principal expired.

(4) Extra Assistant Commissioner, Medziphema :

The former Extra Assistant Commissioner has been transferred.

However, the present Extra Assistant Commissioner was contacted and it was found that the Principal was not maintaining good relation with the local people. This strange relation of the Principal with local people was confirmed by the teaching staff and other staff of the College also. It may also be observed from the representation submitted by the local M.L.A. to the Chief Minister, Nagaland earlier, a copy of which was endorsed to the Vice-Chancellor also (vide Annexure - I attached).

Cont d/..

(Page 7)
(6)

In one occasion sometimes during December, 1979, Dr Pandey tore off the Photograph of one girl student who submitted the same along with her Air Concession Form for countersignature by the Principal without assigning any reasons for it. The statement of Miss Eva is enclosed in Annexure - II. This was authenticated by other students as well as Dr R.C.Laloo one of the teaching faculty of the College who said that this strange action of the Principal was stated to the Vice-Chancellor in course of the discussion with the Vice-Chancellor when the Vice-Chancellor asked Dr Laloo about the Principal in Shillong.

As regards sports goods, the students were complaining that they were not provided sports goods. It is gathered from the accountant Shri Nair that the College is receiving annual grants of Rs 19,000/- for this purpose from the ICAR. If it is a fact there is no reason as to why the students should be deprived off from having provided with the sports goods. Since this involves financial aspects of the College, proper utilisation of finance of the College need to be verified by the authorities empowered for the purpose by the University. The teaching and other non-teaching staff of the College except confirming the points mentioned above did not have any other complaint against Dr Pandey. All the students are in favour of receiving him back although they do want a full-time Principal.

Leaving aside other points in undernoted two points, both the students and staff of the College were having same opinion:-

- (1) That Dr Pandey was not maintaining good relation with the neighbouring institutes like ICAR, IETC, FVATI and also with the Public of the locality.
- (2) That the situation in the College as well as relation with the public and other neighbouring institutes have been much improved after Dr Pandey left the Institute. The overall atmosphere of the Institution is much better now than what it was during the tenure of Dr Pandey.

Contd/...

(7) (1) *

Thus from the points indicated above and out of my discussions with students representatives, staff of the College it has been observed that Dr Pandey being a learned man should have proper relationship with the students and others. As Head of the Institute, he should have acted in a fatherly manner with the students. He should have maintained harmony in the Institute as well as with the public of the locality. But Dr Pandey failed to maintain the same even in times of need he was not helping the students though as the Head of the Institute he had the moral obligation to extend all possible helps to all the students as their guardian and also his staff. Moreover, the behaviour and action of the Principal, Dr Pandey did hurt the sentiments of the students as well as sentiment of the public for which both are not in favour of receiving Dr Pandey back to the Institute.

Hence, considering all these points, it is felt that reporting of Dr Pandey to the College of Agriculture, Medziphema will not improve the strained relation rather the situation may further deteriorate. It is, therefore, suggested that Dr Pandey may be adjusted against any other post in the University and a full-time Principal be appointed in the College of Agriculture, Medziphema in place of Dr Pandey for the all-round development of the College.

Dated Kohima, the
22nd May, 1961.

Sd/- K. Sekhose
Director of Education,
Nagaland, Kohima

(8) 10/1/70
Annexure - I

To

The Honourable Chief Minister,
Nagaland, Kohima.

Sub:- In the matter of instituting a thorough investigation of the Agriculture College functioning and for taking up necessary action to effect the present Principal of the College transferred.

Respected Sir,

The alarming menacing irregularities in the functioning of the Agriculture College, Medziphema needs prompt attention of its promoter if the college is to be properly maintained to serve the cause for which it is sponsored. How the college is serving the personal interest of the present Principal rather than that of the students, the college and the general public can be easily understood through a casual review of the Principal's activities as summarised below:-

1. During the short life of the college which starts from October, 1970 three capable and hard working lecturers have already resigned and left the college as a protest against the whimsical partizan and high handed attitude of the Principal treating irreparable loss to the carrier of the students. Why those lecturers leave the college one after another in such a short period needs thorough investigation if we are seriously concerned with the future of this college and if this college is to cater effectively and progressively to the need of the region served by it. This college should be meant for the interest of the region and not for the selfish interest of the present principal. Thorough reformation of the functioning of the college is now advisable if we are to save the college from further damage.
2. The academic atmosphere in the college is extremely deplorable and the problem of students unrest may erupt anyday if the existing strained relation of the students and the Principal is not plucked off in time. This discouraging development is traced to the rough and domineering attitude of the Principal. An important college, the only agricultural college of the entire north eastern region should not function under such deteriorating condition indefinitely. It will not be wise to retain a Principal who have already failed to promote the interest of this College. To avoid further damage to the interest of the students and the further prospect of the college, the present Principal must be released without further delay.
3. Appointment of class IV grade-non-technical employees of the college in free practice is distortion of standing norms. For appointment as above the Principal plays the master of all role freely. The standing order of recruiting local man and IV grade posts is no more deserved. The procedure of routing candidates through employment exchanges is completely by passed. In violation of the standing Government directives, the Principal appointed two Nepalese nationals recently. He is flagrantly flowing Government orders in his wicked scheme of depriving local people employment right. It is reliably learnt that the recent appointment has been made without proper selection board sitting. This is a challenge to us.

Contd/..

(9)

To sum up I pray to submit that our Government should not be a helpless spectator of this ridiculous freedom of the Principal. The damaging activities of the Principal must be stopped forthwith and proper steps should be taken up for a healthier and brighter future of the college by arranging a responsible, any duty conscious Principal before it is too late.

I beg to conclude my appeal by praying to look into this mess in debt and take up necessary steps to save our most important college from falling into the debris of dark uncertainties. I fervently, appeal that you will not allow to sacrifice the interest of the college for the sake of a prejudicial Principal.

Yours faithfully,

Copy to :-

1. Minister, Agriculture for necessary action.
2. Minister, Education for necessary action.
3. Vice-Chancellor, NEHU for necessary action.

(10)

Annexure - II

STATEMENT OF MISS EVA, A STUDENT OF 2ND YEAR.

During December, 1979 while going to my home town at Shillong. I submitted my Air Concession Form alongwith my passport size Photograph to the Principal, Dr M.C.Pandey for countersignature. But instead of countersigning the form, the Principal tore the Photograph into pieces and did not say anything.

Sd/- Miss Eva
Second Year Student,
College of Agriculture, Medziphema.

Signed before me.

Sd/- Illegible,
22/5
Director of Education,
Naaland, Kohima.

DR MAHESH C PANDEY
M.Sc.(Ran) M.S.(Minn.) Ph.D.(Minn.)

CONFIDENTIAL

Dt. 12 August, 1981.

To
The Vice-Chancellor,
North-Eastern Hill University,
Shillong.

Sir,

I refer to your letter No.F.25-1/PVC/Conf/D1-2067, dated August 5, 1981 and submit the following comments which are based on the report submitted by the Enquiring Officer. I may mention at the very outset that I have had no opportunity so far to see the complaints filed by the students and teachers of the College of Agriculture, Medziphema.

2. I joined the University in May, 1978 to establish the College of Agriculture in Nagaland, I realised it myself that the task ahead of me was quite challenging though the then Vice-Chancellor had kept me reminded of the need to be patient with the many problems confronted me in accomplishing the initial task of getting the College started. With the Vice-Chancellor's keen concern for the establishment and development of the College and his encouragement I worked with the zeal of a missionary. The stupendity of my task did not deter me from going ahead with it. After having worked for more than 10 years among the tribal peoples of Africa and in some of the western countries, I felt delighted to have been entrusted with a pioneering work of establishing an Agricultural College in my home land, that too, in an educationally backward tribal region. However, by October, 1978, it was possible to have the College inaugurated by the Union Agriculture Minister at its present temporary site, Medziphema.

3. I must submit that almost all the difficulties the students, teachers and I as the Principal had to face, and they are still facing, are due to the location of a resident type of institution at a temporary site, and its continuance thereon for an indefinitely long period without being able to have the essential facilities created to ensure the institution's smooth functioning. Official decision was that the College would be at Medziphema for only two years within which time, Panglwa was to be developed. The authorities, understandably, would not invest funds on capital items of the Campus at the temporary site. Had it not been for the keen interest shown by the Government of Nagaland, the Agricultural College could not have become a reality. I received the fullest co-operation of the Government of Nagaland in all matters concerning the College.

Contd/..

4. Development of the permanent site of the College and its shifting from Medziphema is hardly within the jurisdiction of the Principal. As long as it continues at Medziphema, the Principal is pre-occupied with the administrative problems, problems of accommodation, student welfare, academic problems arising from inadequate number of teachers and inadequate instructional and laboratory space. Thanks again to the Government of Nagaland who have found the ways and means to provide a few more buildings at Medziphema to tide over the acute accommodation problem. I am glad to point out that I lost no time in highlighting this problem to the concerned authorities.

5. The student unrest in educational institutions which have even established amenities and facilities is a phenomenon in our country. In Medziphema, a village with hardly any attractions to provide incentive and interest to life, our students would have felt happy if atleast they were provided with the minimum amenities. I feel the students were quite justified in asking for a College Bus and adequate sports grant. They would have felt happy with adequate provision for annual excursions. If I had a cine-projector, I could have provided some entertainment to not only students but to the staff and their families. The sports grant of the College was only Rs 5,000/- per annum. I had discussed all these problems and needs of the Collegewith the Vice-Chancellor on several occasions and I was given the impression that these basic needs would be met, I conveyed my impression to the students. Unfortunately, owing to the non-fulfilment of a number of promises and assurances my own credibility eroded, and the students and teachers began to lose confidence in the Principal.

6. It is natural that the administrative head of an educational institution of resident type should be entrusted with adequate administrative and financial powers to enable him to administer the College. Under the Delegation of Powers, authorised by the Executive Council, I understand, the Principal does not figure at all. Naturally, the Principal with no delegation of administrative and financial powers had to derive his powers from the Vice-Chancellor.

7. The Enquiring Officer has in his report referred to certain specific issues concerning my conduct as Principal. These are mainly :

- (i) My conduct with the students and teachers and
- (ii) With people outside the College community.

It appears that the Enquiring Officer did not have such time at his disposal to make a detailed enquiry as he visited the College on the 22nd of May for the enquiry and the report was submitted on the 23rd of May, 1981. I wish, the Enquiring Officer were able to examine the records maintained in the office of the Principal on various matters concerning the administration of the College which would have borne out enough evidences in support of the action I had taken to help mitigate the problems.

Contd/...

(i) Reference was made to two teachers of the College who resigned allegedly due to my 'misbehaviour'. There are records in the College as well as in the University of the reasons stated by these teachers while leaving the College. Dr Katharia, Reader, was a physically handicapped person being victim of Polio and he could not live in difficult terrain and topography and he stated this in his resignation. Shri Nath belongs to Shillong and was able to get admitted to M.Phil in NEHU and he also stated this as his reason for leaving the College. Incidentally, without even the knowledge of the Principal, a teacher was transferred to the P.G. Department of the University and I was surprised to find a copy of the transfer order lying on my table which I saw when I returned to the College after availing casual leave. This feeling was created among the remaining teachers that they could also get such transfers if they had access with authorities in Shillong Centre.

(ii) Regarding the running of the hostel, reference has been made of certain problems. Water supply used to be one of the most felt problems that vexed the students. I have done all within my capacity to solve this problem and have written several times to the State Government and the records would bear me out. Regarding medical facilities, perhaps, a Medical Officer is yet to be appointed in the College which is a genuine need. It was due to my initiative that the post has been sanctioned by the UGC. The log book of the jeep attached to the Principal could have been verified to ascertain whether the vehicle was not used on many occasions by the students and the teachers for various reasons concerning themselves. I have not neglected any matter affecting the welfare of my students and colleagues and I can claim to have gone out of my way to help them, at times. However, as an administrator of responsibility, I might have applied my judgement in rationalising some of the demands of the students or teachers as I have to draw a line between what was reasonable and what was not in allowing the use of the resources of the College. I take full responsibility for the errors of decision, if there was any.

(iii) Mention has also been made of a girl student's photograph having been torn off by me. The real fact of the incident was that a girl student was trying to use a copy of her passport size photograph for a second time by pulling it off from her identity card, the photograph was attested and stamped. She did not know that the photograph was no longer a photograph but a document. Nor did she react to my advice not to do such a thing, but her sentiments were aroused later on by some mischievous teachers to fan feelings against the Principal taking advantage of the issue though I did not tear off the photograph of the student, as alleged. I am also aware of similar other incidents of inciting the students against the Principal alleging that I had uttered statements against the Nagas. I hope, these individuals will be identified and proper action taken against them, as these constitute misconduct on the part of teachers.

Contd/...

(iv) As I stated earlier, the College deserved more sports and games amenities. The annual budget on this score was Rs 5,000/- only and not Rs 19,000. I do not wish to make any further comments regarding this allegation as records will bear me out.

8. As regards the alleged strenuous relations with the neighbouring institutions and Departments, I need not perhaps offer comments as no specific case has been cited or any issue involving any Department has been substantiated except a letter written by a local M.L.A. I have to state that I had initially maintained a good relationship with the M.L.A. who showed understanding of the problems of the College. I had no particular difficulty or problem in my relations with the M.L.A., had it not been for some of the teachers mis-informing the M.L.A. and persuading him to write a letter against me. Such a letter would not have been written. However, I have given my comments on his letter in July, 1979.

Among those Departments with which I was alleged to have not maintained good relationship, ICAR is also one. I may mention in this connection that both during my time as well as now, the staff of ICAR have been applying for posts in the College. If I were branded as a bad head of the College, these staff would not have tried to join the College. I am fully aware that one of the important reasons for the temporary location of the College at Medziphema was the presence of ICAR there and I could not have been blind to the help they were giving the College. Though no specific case has been mentioned by the Officer, I do not find it possible to accept the views expressed in this regard.

9. It has been contended that ever since my exit from the College there is peace and tranquility. Whatever reasons may be attributed, I will be very glad to see that the College, of which I was the founder Principal, functions well progresses on healthy lines with good reputation. I felt sad that in early March, 1981 this College had to be closed down due to student unrest, and that one of the political units of the North-Eastern Region is apprehensive about their students in the College as some of them were badly treated by some other section of the students.

I do not believe that the presence or absence of an individual should matter in the administration of a public institution, as such ideas may tend to dilute the principles of justice in public service. If the removal of an individual from the College is the ultimate goal, then the means adopted for achieving that goal would not be tempered with justice. In ordinary parlance, we call it 'politics'.

At Medziphema, I did not encounter any serious problems with my students, a majority of them were tribals. They understand my straightforwardness and honesty of approach as early as I understood the basic qualities of the tribal students. True to my nature, I called a spade a spade and I found my students fully appreciated it and understood my good intentions. Had it not been for some motivated persons from outside the College and some of the mischievous teachers from inside, systematically building up prejudices against me in the institution, ruthlessly using the students as their means, there would have been no trouble for me.

Contd/...

By the time I left the College, its enrolment was only 80 students of post-matric standard. Considering the fact that our planning - both academic and administrative - was already ahead of time, there should not have been any reason for student unrest in the College. I have to point out that during those days the administrative machinery of the University moved too slowly, there was no efforts to understand my problems. Had there been a little speed in implementing the proposals for which sanctions and even money already been received from the quarters concerned, the students discontent and resentment could have been averted.

Yours faithfully,

Sd/- M. C. Pandey.

REPORTING ITEMS

Item No. 3

- (a) To report the action taken by the Vice-Chancellor in nominating a nominee of the University to the Governing Body of Shillong College, Shillong -

As per decision of the Executive Council in its meeting held on the 27th June, 1981, the Vice-Chancellor had nominated Dr Mrinal Miri, Professor of Philosophy, NEHU, as a nominee of the University to the Governing Body of the Shillong College, Shillong.

The action taken is reported to the Council for information.

- (b) To report the action taken by the Vice-Chancellor in nominating a nominee of the University to the Governing Body of Synod College, Shillong -

As per Resolution No. EC:25:81:11 of the Executive Council meeting held on the 27th June, 1981, the Vice-Chancellor had nominated Dr H. Bareth, Head, Centre for Creative Arts, NEHU, and Dr R.L. Walli, Head, Department of Political Science, NEHU, as nominees of the University to the Governing Body of the Synod College, Shillong.

The matter is reported to the Council for information.

RATIFICATION OF ACTION TAKEN BY THE
VICE-CHANCELLOR :

- (a) Grant of Lien to Shri K.O.N.Nambiar,
Assistant Private Secretary to the
Vice-Chancellor -

Shri K.O.N.Nambiar had applied through proper channel for the post of Assistant Registrar in the University of Hyderabad. On his selection to the post, Shri Nambiar has applied for permission to retain his lien to his post for a period of two years and to relieve him from his post with effect from 26th October, 1981 (FN).

Considering that Shri K.O.N.Nambiar who was originally appointed as Personal Assistant to Vice-Chancellor with effect from 3 March, 1975 and subsequently appointed to the higher post of Assistant Private Secretary to Vice-Chancellor with effect from 16 February, 1978, has completed more than 6 (six) years of service in this University, the Vice-Chancellor has approved the grant of lien to Shri K.O.N.Nambiar for a period of two years with effect from 26th October, 1981 to 25th October, 1983.

The matter is placed before the Executive Council for ratification.

- (b) Grant of study leave to Mrs. T.Ao,
Lecturer, Department of English, NEHU -

Mrs. T.Ao, Lecturer, Department of English, NEHU, Shillong has requested the University to grant her study leave for a period of one year with effect from the 1st September, 1981. She joined this University on the 1st December, 1975, as such, she has to her credit a total service of five years, eight months on the 1st August, 1981.

Under the UGC Rules laid down on the qualifications of College Teachers, the teachers must acquire either an M.Phil or Ph.D. Degree. Mrs. T.Ao has applied for study leave to enable her to concentrate on her Doctoral project in the School of Languages, NEHU, Shillong.

Contd/....

The Vice-Chancellor has granted her study leave as prayed for, as per the provisions of the Ord-inance on regulating leave to teachers, subject to ratification of the Executive Council.

The matter is, therefore, placcd before the Executive Council for ratification.

Item No. 5

Ban on Air Travel by non-entitled persons

This University also complies with an adheres to the principles, guidelines and directives specified in the Circular letters issued from time to time by the Government of India on the subject. However, on limited occasions, the University under compelling circumstances had to allow staff of the University who are not entitled to travel by Air, to undertake air journeys. Under the Delegation of Administrative and Financial Powers of the University, the Vice-Chancellor is vested with such powers to grant special permission for Air travel to non-entitled officials of the University whereas, in the Ministry of Education & Culture, letter No. C.11011/4/8-CDN(Vol. II) dated 1 April, 1981, prior approval of the Ministry of Finance is to be obtained before air journey to non-entitled person is permitted. For journeys to Calcutta and other places in the North Eastern Region, the power for permitting Air travel is vested in the Secretaries of Ministries/Departments.

Besides the officers permitted to travel by Air in the North Eastern Region, the following officers were permitted to travel by Air between places shown against each during the year 1981-82 :

Name	Particulars of journey	Month	Remarks (Reasons justifying grant of special permission)
1. Dr R.L. Walli Reader, Pol. Sc. 1,360/-	Return journey from Delhi to Shillong F.24/Estt/Air-Sanc/ 80-81/2806, dt. 6.8.81.	July/81	In the interest of public service/University
2. Mrs. M. R. Mawlong Registrar 1,560/-	Gauhati/Delhi/Gauhati F.24-2/Estt/81-82/2354 dt. 10.7.81.	July/81	-do-

Contd/...

1	2	3	
3. Dr K. J. Joseph Reader/ Education 1,600/-	Gauhati/Hyderabad/ Gauhati/I/C Educational Management Staff College.	June/80.	In the interest of public service/University.
4. Dr Imdad Hussain Dean, Students' Welfare. 1,300/-	Onward journey to Delhi I/c with PGSU matters in Ministry of Education. F.24/2/Estt/80-81/570, dt. 18.4.81.	April/81	- do -

The matter is placed before the Executive Council for consideration and decision.

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Item No. 6

To consider modification of Sl.No. 8 of the Delegation of Powers made in terms of Section 24(r) of the NEHU Act, 1973 :

As per Sl.No. 8 of the Delegation of Powers made in terms of Section 24(r) of the NEHU Act, 1973, the power to grant leave without substitute has been delegated to Registrar/Finance Officer/Dean/Librarian and University Engineer in respect of the ministerial staff under their control.

Since the Leave Accounts and Service Records of Group 'B', Group 'C' and Group 'D' are maintained by the Registrar, it is considered appropriate that full powers to grant leave in respect of Group 'B', Group 'C' and Group 'D' staff be delegated to Vice-Chancellor/Registrar as per Statute 43 of the NEHU Act, 1973. Finance was also consulted in the matter and have agreed to the proposal.

The matter is placed before the Executive Council for consideration.

To consider accumulation of Compensatory
Leave upto six months -

Library being a service Institution has to function on all holidays to make its services available to the readers. The staff working on these holidays is being granted compensatory leave. It adversely affects the working of the Library on working days. This is why a proposal was placed before the 26th Executive Council to consider granting of extra duty remuneration to the Library staff.

The Executive Council after considering the proposal resolved vide Resolution No. EC;26:81:06 "that if due to exigency of work such staff as are not granted compensatory leave, be paid proportionate extra duty remuneration with the approval of the Vice-Chancellor". The above Resolution amounts to same provision as it exists currently. In this connection, it may be noted that according to University Rules, compensatory leave is allowed to be accumulated only upto one month. The staff has voiced their grievances against this Rule several times. Therefore, it is proposed that the Library staff may be allowed to accumulate compensatory leave upto six months.

The matter is placed before the Council for consideration and decision.

- - -

Duty leave to Senior Library staff on invitation from other Universities, Organisations and Institutions -

Librarianship being an academic profession, the senior members of the Library staff are invited from other Universities, Organisations and Institutions to deliver lectures and attend seminars and conferences. In such cases the inviting Institution bears the TA and DA expenses of the person concerned. The University has only to grant duty leave which is not permissible under the existing University Rules being followed for non-teaching staff.

It is, therefore, placed before the Council for consideration whether duty leave may be granted to the senior Library staff invited by other Organisations to deliver lectures and attend the seminars and conferences.

ItemNo. 9

Payment of charge allowance to Shri J.W.Smith for taking charge of the post of Principal, Pachhunga University College from 5 October, 1979 to 21 September, 1980 :

Shri J.W.Smith took charge of the office of the Principal, Pachhunga University College from 5 October, 1979 vice Shri Saingenga who was posted to NEHU, Shillong as Director, College Development Council. The scale of pay of Principal is Rs 1500-2500/- p.m. Shri J.W.Smith submitted a representation to the University to allow him to enjoy the scale of ^{the} Principal for the period of taking over charge from 5 October, 1979 to 21 September, 1980. As per the University Order there was no specific mention whether Shri Smith was to hold full charge or to discharge the routine duties only. The Office Order states that Shri J.W.Smith, Vice-Principal to be allowed to hold the charge of the Principal in addition to his own duties.

The Executive Council may kindly decide to remunerate Shri Smith for holding the charge of the Principal's Office. The possible alternatives are as follows:

- (i) He may be paid charge allowance as admissible in addition to his own pay and allowances.
- (ii) He may be allowed to draw an officiating pay in the scale of pay of Rs 1500-2500/-.

The Executive Council may kindly decide the matter.

Entrusting of construction of the Main Campus of NEHU at Shillong to the Meghalaya Government Construction Corporation Limited as an agent of the University :

In pursuance of the Executive Council's Resolution No. EC-5:81:10, adopted at its 25th meeting held on the 27th June, 1981, on the proposal of entrusting the construction work of the main University Campus at Shillong to the Meghalaya Government Construction Corporation Ltd., Shillong, the matter has been referred to the Secretary, PWD(R&B), Government of Meghalaya vide this Office letter No. CD-Bldg/P/188/78/490, dated 14 August, 1981 (Annexure - 3) for his considered opinion and comment. In this regard, the Secretary, PWD(R&B), Government of Meghalaya has furnished his replies vide letter No. PW/Admn/Estt-148/79/64, dated 29th August, 1981 and letter No. PW/Admn/Estt/148/79/62, dated 21st August, 1981 (Annexures - 4 & 5).

A copy of the Agreement signed between the University and the Architect is also placed as Annexure - 6 for consideration of the Council.

No. CD-Bldg/P/188/78/490

August 14, 1981.

The Secretary, PWD (R&B),
Government of Meghalaya,
Shillong.

Sub:- Construction of the Permanent Campus of the
North-Eastern Hill University Complex at Shillong.

Sir,

With reference to the above subject, I am directed to state that regarding the development and design of the Master Plan of the University Complex at Mawkynroh-Umshing, the University had already entered into agreement with the Architect Ms: Raj Rewal & Kuldip Singh, New Delhi.

In terms of the agreement, the Architect, Ms: Raj Rewal & Kuldip Singh had prepared the design and the preliminary estimate for Part I Phase 'A' project amounting to Rs 8.5 crores. But as a first step of development of the University Complex, we intend to undertake only the construction of some buildings and roads at an estimated cost of Rs 2.00 crores this year after approval of the estimates and the plans by the University Grants Commission.

For the execution of the buildings and roads, the Managing Director, Meghalaya Govt. Construction Corporation Ltd., Shillong has already given the offer that the Corporation would undertake the construction of the project by levying agency charges, as an agent of the University if the project work is entrusted to them. In this regard we have also referred the matter to the University Grants Commission and the Executive Council, but in the absence of full details of all its implications no comments can be given by us.

In view of the above facts, we would like to request you to please enlighten us with full details and informations in respect of the following points :

1. Whether the Meghalaya Govt. Construction Corporation Ltd., is an integral part of the State Public Works Department, Government of Meghalaya.
2. The functionary and administrative control of the State PWD over the Corporation.
3. Any other implications that may affect the construction of the project in view of the agreement already entered into with the Architect.
4. A copy of the agreement and relevant papers are endorsed for favour of information and necessary action.
5. Whether the State PWD would take over the execution of the project as a 'deposit work' if entrusted to them.

Yours faithfully,

Sd/- M. R. Mawlong,
Registrar

GOVERNMENT OF MEGHALA YA
PUBLIC WORKS (ROADS & BUILDINGS) DEPARTMENT::ADMINISTRATION BRANCH

No.PW/Admn/Estt-148/79/64, dated Shillong, the 29th August, 1981.

From: The Under Secretary (Admn.) to the Govt. of Meghalaya,
Public Works Department, Shillong.

To:

The Registrar,
North-Eastern Hill University,
Lower Lachauwierc, Shillong - 1.

Sub:- Construction of the permanent campus of the North-
Eastern Hill University complex at Shillong.

Ref:- Your letter No.CD-Bldg/P/188/78/490, dt. 14.8.81.

Sir,

I am directed to refer to your letter on the subject indicated above and to inform you that information on points 1 and 2 have already been furnished to you vide our letter No.PW/Admn/Estt-148/79/62, dated 21.8.81 which may please be referred to.

As regards points raised in (3) and

- (4), P.W.D. has no comment to offer since it is a matter between the Architect, NEHU and the M.G.C.C. Ltd., if the works are entrusted to the M.G.C.C.Ltd.
- (5) P.W.D. is not in a position to take up the work in view of our limited technical man power and since the work is proposed to be entrusted to the M.G.C.C.Ltd.

The Agreement in original is entered herewith.

Yours faithfully,

Sd/-

Under Secretary to the Govt. of Meghalaya
P.W.D. (R&B), Shillong.

Annexure - 5

GOVERNMENT OF MEGHALAYA
PUBLIC WORKS (ROADS & BUILDINGS) DEPARTMENT: ADMINISTRATION
BRANCH

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No. PW/Admn/Estt/148/79/62, Dated Shillong, the 21 August, 1981.

From:

The Under Secretary (Admn.) to the Govt. of Meghalaya,
Public Works Department, S-hillong.

To:

The Registrar,
North-Eastern Hill University,
Lower Lachauviere, Shillong-1.

Sub:- Meghalaya Government Construction Corporation Ltd.

Ref:- Your letter No. CDM-Bldg/P/2/78-460, dt. 3.8.81.

S-sir,

I am directed to refer to your letter on the subject indicated above and to say that the Meghalaya Government Construction Corporation has been established under the Companies Act 1956 of the Govt. of India and it is not an integral part of the State PWD.

The State PWD is the Administrative Controlling Department of the Corporation in regard to appointment of Board of Directors including Managing Director i.e., the function of the Governor and Government as laid down in the Memorandum and Articles of Associations forwarded herewith.

Yours faithfully,

Sd/- (Admn.)

Under Secretary/to the Govt. of
Meghalaya, Public Works (R&B), Department
Shillong.

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This agreement is made on this Sixteenth day of the month of March, 1978 between the North-Eastern Hill University a body corporate constituted under the North-Eastern Hill University Act, 1973 (Act 24 of 1973) (hereinafter called the Employer) of the one part, and M/S Raj Rewal and Kuldip Singh, the registered Partnership firm of Architects, having their office at E-12 Defence Colony, New Delhi-110024 (hereinafter called the Architect) of the other part.

Whereas the Architect has been selected for the work of developing the Master Plan of the University Campus at Mawkyaresh-Umshing in the State of Meghalaya and for detailed design of the various units of the complexes as shown below:

And whereas the Employer proposes to get the master plan prepared by the Architect to meet the requirements as spelt out in the annexed Brochure and after its approval by him (Employer), to get the detailed designs of the various units of the Campus complexes as described below, done by the Architect.

Now this Agreement witnesseth and the parties hereto hereby agree to as follows:-

1. Fees and Reimbursement - The Employer agrees to pay to the Architect as remuneration for the professional services to be rendered by the Architect in relation to the aforesaid works and in particular for the services hereinafter mentioned, fee as stipulated in Clause 6, the said fee being hereinafter called the 'Fees'.

- 2 -

2.

Scope of Work:

(A) Master Development Plan:

(i) The Architect shall prepare a general development plan of the entire area of the Campus to show the various complexes such as the staff housing complex, the students' Hostel complex, the academic complex, the Sports complex, the Bird Sanctuary, the deer parks, the landscaping including lakes, arteries of services like water supply, sewers, electric lines, roads etc. The shopping centres/market and the other units to include what is spelt out in the Brochure.

(ii) The Architect shall prepare layout master plan, preferably in bigger scale to show the detailed layout of the various units or buildings to correspond approximately to the areas/size as described in the Brochure.

(iii) The Architect shall prepare the detailed layout plan of each complex in suitable scale as to accommodate the layout in one drawing sheet showing the dimensions to facilitate the ground tracing for each unit or building.

(iv) The Architect shall modify the plan (a) if considered necessary by the Employer at any stage and obtain the Employer's approval to the same.

(B) Detailed designs, drawings, specifications and estimates -

(i) The Architect shall according to specific instructions prepare the detailed or schematic designs,

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drawings, specifications and estimates of water supply, sewer and sewage disposal plants and systems to show the details of different units, such as headworks, treatment plants, the conduits, the control points, etc. complete in all respects, and also the underground or surface drainage systems including the outfall.

✓(ii) The Architect shall prepare the detailed designs, drawings (Architectural and structural), specifications and estimates of the Academic complex to cover the various schools, centres and departments for the first stage for 2000 students (Male : Female 50:50) and faculty strength of 250 giving priority to the central facilities, schools of Physical Sciences, Life Sciences, Environmental Sciences to enable them to shift to the Campus as quickly as possible.

(iii) The Architect shall prepare the detailed designs, drawings (Architectural and Structural), specifications and estimates of the Staff Housing and Students' Hostel Complexes for 250 faculty members and 2000 students giving priority to the needs for the staff members and students belonging to the above schools.

✓(iv) The Architect shall design, prepare and show in the drawings the service facilities such as water supply and sanitary installations, electric installations, heating plants or heating arrangements, telephone conduits, laboratory equipments, approach roads and paths, drains interior/exterior decorations etc.

✓(v) The Architect shall modify the designs, drawings, estimates if considered necessary at any stage and obtain the Employer's approval to the same.

(vi) On advance intimation to the Architect and on mutual understanding with him, the Employer may limit the design of water supply, sewers, sewage

(Page 33)

disposal plants and system to schematic design only (without detail of structural/Architectural calculations of any sort) in which case the Architect's fee will 0.33% (One-third percent) of the actual cost of the works.

3. In the consideration of the fees hereby agreed to be paid to the Architect as aforesaid, the Architect shall faithfully, expeditiously and honestly perform the following services appertaining to the said works:-

(A) Preparation of Development Plan:

Preparation of (a) general development plan for the entire area of the University Campus and (b) detailed development plan of various sectors.

(a) The work relating to the preparation of the general development plan shall cover the following:-

Undertaking of all inspections, conferring with officials of local, State and Central authorities concerned and preparation of a general development plan to a scale of 1:2000 for the total area of the Campus, meeting fully with the requirements of the Employer and showing areas to be developed for Academic, Residential, Recreational and other purposes, roads, building sites, areas reserved for open spaces or other special purposes and supported by a Report dealing specially with the problems involved and adequately illustrated with plans and diagrams.

(N.B.- General Contour Survey Plan as available with the University showing contours for the purpose of the above general development plan will be supplied by the Employer).

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(Page 24)

- (A) The work relating to the preparation of the detailed development plan to be carried out by the Architect would cover the following:-

Inspection of site, conferring with officials of Local, State and Central Authorities concerned, Preparation of a detailed development plan to a scale of not less than 1:1000 showing:-

- (i) Building sites, and building lines and buildings, open spaces, lawns, roads with details of carriage ways, paved areas, verges and foot paths in plan and sections, giving formation levels, position of drains, sewer, water-mains, street lights, telephone conduits and such other services lines.
 - (ii) Sufficient road and sewer sections to indicate the practicality of the development scheme.
- (B) Building works and other infrastructure connected with the development of the site - Detailed designs, drawings, specifications and estimates.
- (i) These shall cover the following:-
 - (i) Visiting the site, discussing details with the Employer, attending necessary meetings, and advising the Employer regarding the suitability of the site.
 - (ii) Taking the Employer's instructions, preparing preliminary drawings and designs, i.e. preliminary sketches, plans, elevations, sections and perspectives adequate to explain the general planning and nature of the works with basic dimensions and

inclusive of ducts, shafts and such other features which are required for the services in each building.

- (iii) Outline specifications.
- (iv) Preparation and submission of preliminary estimates of cost on cubic content or area basis along with preliminary drawings, in quadruplicate, and obtaining approval of the Employer.
- (v) Modifying the drawings, designs, specifications, estimates etc., mentioned in (ii), (iii) and (iv) above, if considered necessary by the Employer, and obtaining the Employer's final approval to the same.
- (vi) Associating themselves with the Employer or representatives in important discussions with State/Central Officers or local bodies in connection with the permission for water supply connections, electric supply connections etc.
- (vii) (a) Preparing a list of basic materials proposed to be supplied departmentally and planning and advising the Employer on procurement of stores of special nature.
- (b) Coordinating arrangements for materials and equipment required to be arranged by the Employer, and giving complete details of requirements of stores, their specifications and programme of procurement to the Employer sufficiently in advance to enable him to make arrangements for procurement thereof by obtaining permits, quota certificates, licences and foreign exchange, if any, required at any stage.

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(viii) Preparation and submission of a model of work as and when required by the Employer.

(ix) (a) Preparation of working drawing, and details for all aspects of the work including architectural and structural, water supply, sanitary and electrical installations, and built in furniture, and obtaining approval of the Employer.

(b) Designing and preparation of working drawings and details of furniture, furnishings and interior decorations, when entrusted, and obtaining approval of the Employer.

(x) Preparation of the site plan and detailed development plans showing roads, paths, parks, paved areas, drains, culverts, sewer, compound walls and external lighting in the building areas etc.

(xi) Computation of all structural designs in accordance with the latest I.S. code of practice applicable to the particular designs taking into account of the seismic effect. These designs shall be made available to the Employer for any check he may like to exercise. The Employer reserves the right of scrutinising or effecting any check on the estimates, detailed drawings, specifications, structural design, draft notice inviting tenders, etc. However, the responsibility for the correctness and accuracy of the structural designs, and the safety of structures shall be entirely that of the Architect.

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(xii) Coordinating works connected with the overall designing drawing and detailing work pertaining to the structural, electrical, water supply, sanitary installations, fire fighting, air conditioning/central heating (if required), laying of telephone conduits, drainage and other engineering works as may be necessary.

(Page 37)

- (xiii) Drawing up of detailed specifications.
- (xiv) Preparation and submission of detailed estimates in quadruplicate supported by drawings and designs, detailed measurement sheets, calculations and abstracts of quantities and cost based on current P.W.D. (or C.P.W.D.), Schedule of Rates, and obtaining the approval of the Employer for the same.
- (xv) Advising and assisting the Employer on the form of contracts for works, supplies and services and method of placing the contracts. The contract forms will, generally be according to the forms prescribed by the C.P.W.D. or State P.W.D. or self developed contract forms of the University whichever is more suitable for the occasion.
- (xvi) Preparation of tender documents, assisting the Employer in inviting tenders, making 12 (twelve) sets or more of tender documents and drawings for issue to intending tenderers, detailed scrutiny and checking of tenders received, and commenting on them for the Employer's decision. The tenders shall be invited by the Employer, and the amount realised from their sale shall be retained by him. The Architect shall prepare analysis of tendered cost along with comparative statement of the tenders received.
- (xvii) Providing assistance as may be required, in carrying out negotiations with contractors, suppliers or manufacturers.
- (xviii) Assisting the Employer in the execution of contract/contracts with the contractor(s). The Architect shall supply to contractor(s)

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four copies of the working drawings, schedules, specifications, bill of quantities and other contract documents.

- (xix) supervision and coordination of development work, building works and other ancillary works, installations, furnishings, interior decorations, etc. to ensure the programme, quality, stability and timely execution of the work in accordance with the contract documents.
- (xx) Advise and/or furnishing the Employer with information on any other technical matters connected with the execution of the works and interior designs and decoration and furnishings of the buildings and installation of equipment therein, as may be required by the Employer from time to time.
- (xxi) Checking pari passu with the progress of work, the estimates and specifications and certifying that provisions made therein against each item and sub-head have not been exceeded.
- (xxii) Ensuring recording of proper measurement by the measuring officers in measurement books supplied by the Employer, of the work done by the contractors and supplied made to them/by them, checking of contractors' bill, issue of certificates by the Architect for interim and final payments to the contractors in the form required by the Employer and settle of Contractors' accounts with speed and diligence. The Employer reserves the right to get the work checked by his own officers and the bills modified according to what he deems correct, fit and proper.
- (xxiii) Getting the service installations and equipment inspected, tested and approved from the concerned authorities as required by the orders of the

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Government and Local Administration. Any liability as a result of violation of Bye-Laws, Rules and Orders shall be made good by the Architect.

- (xxiv) Issue of the certificate of completion of works.
- (xxv) Submission of two sets of completion plans with completion certificates of the competent Local authorities and connected documents to the Employer.
- (xxvi) Assisting in settlement of audit objections and other objections, if any, that may be raised in regard of works.
- (xxvii) Assisting the Employer in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.

4. The Employer reserves the right to restrict the activities of the Architect to specific items/units of the work, if it is considered as necessary by him and the fees fixed proportionately.

5. The Architect shall submit to the Employer simultaneously the detailed drawings and estimates for all the items of works viz. Civil, Electrical, Sanitary, Drainage, etc. which are entrusted to him. It shall be the responsibility of the Architect to ensure that all the items of work entrusted to him are completed in all respects by the stipulated time.

6. Payment of Remuneration:

The Employer agrees to pay to the Architect for the professional service to be rendered by him as herein described, the following fees, as remuneration:-

- 1) A lumpsum of Rs. 20,000/- for preparation of the general development plan (Master Plan) and layout plan of the entire Campus as described in 2(A) above and finally approved by the Employer

ii) A sum of Rs.5,000/- for preparation (modification of existing model) and submission of an approved model of the general developmental plan to the scale of 1:5000 and

iii) A fee calculated at the rate of 6 (Six) per cent of the actual cost of original and repetitive works will be paid to the Architect. This amount will be paid in instalments as specified in Clause 7.

The fee at the rate of 0.55% (One-third per cent) only of the actual cost of works in water supply, sewage, electrification etc. will be paid for schematic designs and preparation of specification and preliminary estimate.

In case the Architect's work for any sector restricted to preparation of detailed development plan only (vide Clause 3A(b)), he will be paid for the same at the rate of Rs.55/- per acre.

A lumpsum of Rs.20,000/- for submission of designs and incidents expenses already paid to the Architect shall be payment 'on account' towards the fees payable to him.

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III.

I.

The fees mentioned above cover the remuneration for the services performed by civil, structural, mechanical and electrical engineers, sanitary and water supply engineers, quantity surveyors and other consultants and specialists.

The client shall provide all field and laboratory tests and investigation surveys and levels etc. for the purpose of giving correct information to the Architect.

The Architect shall indicate levels on the plans in relation to the site levels and any discrepancy shall be brought to the notice of the Architect to amend the drawings without any additional fee.

No travel or allowance or any daily allowance or other charges shall normally be paid by the Employer to the Architect, his staff, consultants and specialists for their professional visits. But for the visits of the Architect, the travelling expenses will be borne by the University subject to a limit of ten visits in a year.

II.

If the Employer requires more number of sets of drawing tender, contract or other documents than stipulated in the various Clauses of this agreement, the extra cost incurred by the Architect, supported by details, shall be paid by the Employer.

7. Manner of payment:

Payment to the Architect on account of fees for work shall be made as follows:-

- i) On furnishing and obtaining approval of the preliminary plans, sections, perspectives and outline specifications and preliminary estimate (items i to iv of Clause 3B above). - 10% (ten percent) of the agreed fee.
- ii) On modifying the drawings, designs, specifications and obtaining the Employer's approval (item v of Clause 3B above). - 20% (twenty percent) of the agreed fee less amount paid before.
- iii) On furnishing the list of main materials proposed to be supplied departmentally, advising the Employer on the matter of procurement and submission of model of work where required by the Employer (items vi to viii of Clause 3B). - 15% (fifteen percent) of the agreed fee less amount paid before.
- iv) On furnishing the detailed working drawings (architectural and structural) specifications, estimates, providing assistance for settlement of contractors, etc. (items ix to xvii of Clause 3B). - 15% (fifteen percent) of the agreed fee less amount paid before.
- v) On completion of 25% of the constructions (items xviii to xxii of Clause 3B). - 70% (seventy percent) of the agreed fee less amount paid before.

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- vi) On completion of 50% of the construction (items xviii to xxv of Clause 3B) - 75% (seventyfive percent) of the agreed fee less amount paid before.
- vii) On completion of 75% of the construction (items xviii to xxii of Clause 3B). - 80% (eighty percent) of the agreed fee less amount paid before.
- viii) On completion of about 90% of the construction (items xviii to xxii of Clause 3B). - 85% (eightyfive percent) of the agreed fee less amount paid before.
- ix) On completion of the construction (items xviii to xxvii of Clause 3B). - 95% (ninetyfive percent) of the agreed fee less amount paid before.
- x) On completion of the period of six months from the date of completion. - 100% (one hundred percent) of the agreed fee less amount paid before.

For the purpose of payment of fees in the 1st to the 3rd stage, the amount of work may be based on the preliminary estimates and in the 4th to 8th stage, the amount of the work will be based on the detailed estimate and tenders and in the last stage, the amount of work will be as per final bill.

NOTE:-

1. On account payment may be made on the basis of the progress of services on various items of work rendered during each stage mentioned above.
 2. The fees payable after the completion and approval of each stage will be settled within a period not exceeding two months.
 3. Guarantee money of 5% of the total fees will be recovered during the progress of the work at the time of making payment from stage (iv) above. This will be refundable after a period of 6 months from the certified date of completion of work in all respects and on due fulfilment of all the conditions of the agreement.
- 8.(a) The Employer shall pay to the Architect a reasonable amount mutually agreed upon for any extra services rendered by him if the Architect is required to incur any drafting or other expenses due to the major changes ordered by the Employer after approval of designs and drawings.
- (b) Provided that in the event of reduction of scope of construction after approval of the work done by the Architect at any of the stages mentioned in Clause 7 above, the Architect shall be entitled to the appropriate percentages due up to the relevant stage on the value of the portion of the work that is abandoned in addition to the percentage due on the actual cost of the work completed.
- (c) If any work designed or specified by the Architect and approved by the Employer in writing is abandoned and suspended in whole

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or in part by the employer, the Architect shall be paid for the services rendered in the manner laid down in Clause 7 above.

9. Specialists' Jobs:

For any specialists' Jobs such as furnishing, interior decorations, structural work for lifts and air-conditioning, acoustics, etc. entrusted to the Architect, the fees and other expenses of any specialists engaged for the works shall be borne by the Architect. The fees of the Architect specified in Clause 6, also, cover the services of the specialists.

10. The cost of the work as herein referred to means the cost of the Employer excluding the following:-

- i) Cost of land.
- ii) Cost of machinery and equipment e.g. lifts, generators, transformers, boilers, shafts and air-conditioning equipment, computer, laboratory and library equipment, etc. i.e. all machinery and equipment not designed by the Architect. However, for any architectural and structural work required for installation of this machinery, the fees mentioned at Clause 6 above will apply.
- iii) Any other services, fittings and fixtures, which are not designed, planned or supervised by the Architect.
- iv) Any fruitless expenditure as a result of demolition etc. ordered by the Architect, and the cost of any rejected work.
- v) Payment to local authorities for approval of plans, sanction of electrical load and testing of installations and equipment, etc. which shall be borne by the Employer.
- vi) Cost of supervisory and other establishment employed on work by the Architect or the

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Employer.

vii) Other contingent expenditure like press advertisement, publicity, cost of foundation stones, inauguration ceremonies of buildings, etc.

In computing the cost of work, liquidated damages or deductions from the contractor's dues on account of defective work or other reasons will be accounted for in calculating Architect's fees.

When work is executed wholly or in part with old materials or where materials, labour or carriage is provided by the Employer the percentage shall be calculated as if the work has been executed wholly by the contractor supplying all labour and material.

11. The Architect shall follow a time schedule for the completion of the various services which shall not exceed the schedule as given under: The timings of performance so provided in this schedule shall be the essence of the contract.

(a) Preparation of Development master plan (as described in 2(A) above, sketch plans, elevations sections and perspectives, outline specifications, preparation of preliminary estimates, etc. for the purpose of obtaining approval of the Employer for the same 1 1/2 months from the date of work order.

(b) Preparation of working drawings and details for all aspects of the works, architectural, structural, sanitary, water supply and electrical works, furniture, furnishings and interior decoration designs for the purpose of obtaining approval of the Employer for

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the same, and submission of detailed estimates.

3 months from the date of communication of approval of the sketch plans, perspective drawings and preliminary estimates as at (a) above.

(c) Preparation of tender documents after getting approval to the detailed estimates.

3 months from the date of approval of detailed estimates.

(d) Detailed scrutiny and checking of tenders received and commenting on them, for Employer's decision.

5 (five) weeks from the date of opening the tenders.

✓ 12. The Employer reserves the right of restricting the Architect's services to the preparation of Architectural and structural detailed drawings, specifications and estimates and make other arrangements for inviting tenders and supervision of works after withdrawing such work from him. The Architect shall, in that case, be available to do periodical supervision to ensure that the work is carried out generally in accordance with his designs and drawings without claiming any additional remuneration for this part of the work. In such an event the Architect's fee will be reduced by one percent, that is, it will be 3% of the actual cost of works.

13. If it is found after the call of tenders that the acceptable tender as determined by the Employer is not within the amount sanctioned by the University Grants Commission, the Architect shall take steps to carry out necessary modifications in the designs and specifications to see that the tendered cost does not exceed the amount of sanctioned estimates. The

Architect shall not be paid anything extra for making such modifications. If the Employer is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architect shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.

14. The Architect shall not make any material deviation, alterations, addition to or omission from the work shown and described in the contract documents, except for structural emergencies, without first obtaining the written consent of the Employer.

15. All extra items, deviations and substituted items and their proposed rates shall be brought by the Architect to the notice of the Employer and supported by analysis of rates. Prior written approval of the Employer for all such items and their rates shall be obtained before the contractor is authorized by the Architect to execute them.

16. The cost of the individual works shall not exceed the sanctioned estimates as finally approved by the Employer. The Architect shall report to the Employer sufficiently in advance in case he anticipates any excess accruing on the estimate with detailed justification and shall, in such cases, seek approval of the Employer before incurring any additional liability on the work.

17. The Architect shall be fully responsible for the technical soundness of the work including those of specialists or consultants engaged, if any, by him and also ensure that the work is carried out strictly in accordance with drawings and specifications. For the proper day-to-day supervision and measurement of the work one or more properly qualified Technical Officers with one or more Assistant Engineers/Junior

Engineers considered by the Employer as necessary and reasonable shall be appointed by him (Employer). Their salaries and other contingent expenditures incurred on their day to day work will be paid by the Employer. They shall be under the administrative control of the Project Officer of the North-Eastern Hill University and work under the direction of the Architect.

18. The appointment of the Employer's own supervisory staff or technical officers does not absolve the Architect of his responsibility in the supervision. The Architect shall remain solely responsible for the quality of the materials, workmanship, structural soundness, designs and construction and for all provisions of the contract so as to satisfy the specific requirements of the specifications.

19. The Architect shall furnish to the Employer a list of staff to be employed by him at work site for supervision and liaison with the staff of the Employer. Any changes in the technical staff shall be intimated by the Architect to the Employer.

20. The measurement books, when completed shall be the property of the Employer. These, however, shall be made available to the Architect, if and when required for reference.

21. The over-all coordinating authority for the work on behalf of the Employer shall be the Project Officer or any other Officer who may be authorized or nominated by him in that behalf. The Architect shall address communications to the said Project Officer or any other officer who may be authorized in this behalf, who shall cause appropriate action to be taken on them. Similarly, the Architect shall act only on written communication, or, in any emergency on oral communication to be confirmed thereafter in writing by the said Project Officer, or the Officer authorized

in th' behalf.

The Employer may have the work inspected at any time by any officer nominated by him who shall be at liberty to examine the records and verify measurements and the quality of the work.

22. The Architect agrees that the staff of the Employer and/or technical examiner deputed for the purpose will carry out technical audit and recheck the measurements and other aspects arising out of Government procedure, before the final payment is made. Over payments, if any detected during the check, shall be duly recovered from the contractors.

23. The Architect shall supply to the Employer's supervisory staff of all documents, instructions issued to contractors relating to the work, drawings, specifications, bills of quantities and also such other documents as may be required for proper supervision, free of cost.

24. All instructions to the contractor affecting the rules and provisions of contract shall unless otherwise given direct by the Employer's office be issued by the Architect in writing with proper approval of the Employer and copies of such instructions shall simultaneously be supplied to the Employer.

25. Discharge of functions to be performed by the Architect,

The Architect hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall lie against the Employer in respect of any proprietary rights on the part of any other party relating to the plans, models and drawings. The Architect shall indemnify and keep indemnified the Employer against any such claims and against all

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costs and expenses paid by the Employer in defending himself against such claims.

26. In the event of failure on the part of the Architect to complete and to do his work within the time schedule and in a satisfactory manner or in the event of the Architect committing a breach of any one or more of the terms and conditions of the agreement, the Employer shall be entitled to rescind this agreement without prejudice to his rights to claim damages or any other rights or remedies under the law.

27. (a) If the Architect abandons the work in whole or in part or becomes incapacitated from acting as such Architect as aforesaid, the Employer may make full use of all or any drawings and designs prepared by the Architect.

(b) If the Architect abandons the contract for any reason whatsoever or becomes incapacitated from acting as such, he shall be liable to pay damages to the Employer.

(c) Such damages shall, notwithstanding anything contained in clause 35, be assessed by such person or body of persons as may be nominated by the Vice-Chancellor and the damages so assessed shall be final.

28. Five percent (5%) of the Architect's fees shall be withheld by the Employer for a period of six months from the certified date of completion of work as stipulated in note 4 below Clause 7. But completion certificates and such other formalities shall not be withheld by the Architect solely for the reason that full payment of the fees has not been made to him.

29. The copyright in respect of Architectural designs shall be in accordance with the Indian Copyright Act. These can, however, be made use of

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(Page 52)

by the Employer with the consent of the Architect.

30. The Employer will, on request, lend originals or tracings of the drawings of the works, as may be kept by the Employer, to the Architect who shall not make corrections or alterations in negatives of the drawings so lent or use them for any other purpose without the written permission of the Employer.

31. This agreement may be terminated at any time by either party, upon giving three calendar months' notice to the other; and in the event of such termination, the Architect shall be liable to refund the excess payment, if any, made to him, over and above what is due in terms of this agreement on the date of termination.

32. The stamp duty of this agreement shall be borne by the Architect.

33. In the event of any dispute, difference or question arising out of or touching upon or concerning the agreement for the execution of the work herein specified, the same shall be referred to the Vice-Chancellor who shall appoint an Arbitrator subject to Indian Arbitration Act, 1940. The decision of the Arbitrator thus appointed shall be final and binding on both the parties and shall be made Rule of Court of Law.

34. Even in any dispute, difference or question arise out of or concerning this agreement and whether the same has been referred to Arbitration under Clause 33 or not the Architect shall continue to perform his duties under this agreement with due diligence.

35. In case any necessity arises for any of the parties to this agreement to have recourse to a Court of Law the appropriate Court of Law in Shillong alone will have jurisdiction.

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36. The Brochure enclosed herein (Annexure I) giving broadly the suggestions for the consideration of the Architect, important design requirements, conditions of competition, etc. will also form a part of this agreement.

37. Subject to the provisions in clause 4 and 33 this agreement will be in force for 3 years or till the designs and construction of the works indicated in the master plan and allotted to the Architect are completed whichever is earlier. In the event that all the works indicated in the master plan and allotted to the Architects have been designed and the detailed drawings done but the construction have not or are still in progress on the expiry of 3 years the Architect will be remunerated at 3% of the cost of works estimated to the prevalent rates at the time.

Also, if the Architect is not required to carry out the works as mentioned in clauses 3(E), XIX to XXVII his fees will be restricted to 5% of the cost of works estimated at the prevalent rates as accepted by the Employer at that time.

38. The term "Employer" in this agreement shall also include the Project Officer, North-Eastern Hill University.

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(Page 54)

- 25 -

In witness whereof, the parties hereto have set their hands to this deed on the day, month and year against their respective signatures:

Raj Rewal

Signed for and
on behalf of
M/S Raj Rewal &
Kuldip Singh
New Delhi.

Chandran D. S. Iyengar

Signed for and
on behalf of the
North-Eastern Hill
University

In the presence of:

1. Raj Rewal

2. [Signature]

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(Page - 55)

Item No. 11

To consider the Minutes of the Standing
Library Committee held on 28th September,
1981:

Placed as Annexure - 7 is the Minutes of the
Standing Library Committee, NEHU held on 28th September,
1981, for consideration and decision of the Executive
Council.

MINUTES OF THE STANDING LIBRARY COMMITTEE HELD ON
28TH SEPTEMBER 1981

A meeting of the Library Committee was held on the 28th September 1981 at 11:30 a.m. in the Library, Department. Members present at the meeting were as follows :-

1. Dr. C.L. Anand - Dean, School of Educational Research & Studies (in the Chair)
2. Dr. R. R. Mishra - Dean, School of Life Sciences
3. Dr. H. Junjappa - Dean, School of Physical Sciences
4. Dr. D.P. Singh - Dean, School of Languages
5. Miss M.D. Pugh - Librarian, Meghalaya State Central Library
6. Dr. A.L. Verma - Head, Physics Department
7. Dr. R.L. Walli - Head, Pol. Science Department
8. Mr. B. Dam - Assistant Finance Officer
9. Mr. J.C. Binwal - Librarian (Secretary)

The Library Committee considered the following items in the agenda and resolved as follows :-

1. Considered the minutes of the last meeting held on 15th November, 1980. Resolved that the minutes be confirmed.
2. Considered the Academic Council Resolution No.AC:10:81:03(B) on the subject of teachers of affiliated colleges to be made members of the library without payment of caution money deposit.

Resolved to adopt the Academic Council Resolution subject to the acceptance of the responsibility by the Principals of the Colleges with regard to clearance of all library dues outstanding against their respective teachers on the eventuality of their leaving the College or resigning the post.

3. Considered the measures for implementation of Executive Council Resolution No.EC:24:81:23 with regard to space problem of the Library.

Resolved to request the Dean, School of Languages to vacate the space occupied by them in Mayurbhanj Palace and approach the authorities for alternative accommodation.

Further resolved to move the University authorities for the vacation of the three rooms on the ground floor of Mayurbhanj Palace (presently occupied by the Administrative Wing of the University) to enable the Library to accommodate bindery for which the University Grants Commission has recently sanctioned Rs. 50,000/- to purchase various machines, tools and equipments.

4. Considered the financial position for purchase of books and periodicals for 1981-82.

Resolved that renewal be made for all the existing journals and Finance Department be approached to make provision of additional Rs. 2,00,000/- under Non Plan for renewal of periodicals by means of re-appropriation from some other budget head.

Further resolved that the Finance Department be requested to take note of 10% yearly increase in subscription rates while providing budget allocations in future.

5. Considered the transfer of Economics books from Nagaland to Mizoram Campus.

Resolved that transfer of Economics books from Nagaland to Mizoram Campus be made in consultation with the Head, Department of Commerce, Nagaland.

6. Considered a proposal from the O.S.D. (Nagaland) for constituting a Library Advisory Committee for Nagaland Campus.

Resolved that the proposal be accepted in principle and the Librarian be requested to prepare a detailed note on the composition and functions of the Library Advisory Committee at campus level and present it in the next meeting.

7. Considered modifications in the following library rules:-
Exemption of fine of Rs. 5/- in case of loss of teachers' pass book as provided in rule "3" Loss of passbook/Card.

Resolved that the present rule be continued.

8. Considered modification in rule No. 13 "Fine for late return"

Resolved that cards of repeated defaulters be suspended for a period as may be decided by the Librarian as per his discretionary powers.

9. Considered the need for starting instruction programmes in the use of the library and literature for students from the next session.

Resolved that the proposal be accepted and the Librarian be requested to work out the modalities of such a programme.

10. Considered problems faced by the departmental libraries due to provision of only one staff each in these libraries and limited hours of working.

Resolved that the authorities be approached for providing part time staff out of research scholars or post graduate students on the basis of payment of Rs. 100/- per month.

Sd/-
(J. C. Binwal)
Secretary

Sd/-
(C. L. Anand)
Chairman

Item No. 12

Exercise of option for Contributory
Provident Fund :

In Resolution No. EC:25:81:07 of the Executive Council held on 27 June, 1981 as reproduced below, only the teachers of this University and its constituent colleges were allowed to exercise option towards CP Fund within a period of six months with immediate effect although it was proposed that both the teaching and non-teaching staff of the University be extended this facility. As this is likely to create a confusion in the minds of the non-teaching staff it is considered appropriate that the non-teaching staff of the University may also kindly be given the same opportunity in the matter of exercising their option.

"EC:25:81:07 - It was explained that many teachers were not aware of the time-limit prescribed by the Statute for exercising option in respect of the Provident Fund Scheme of the University. The Council Resolved that one more and last chance be given to those teachers of the University and its constituent colleges who could not exercise their option to exercise it now within a period of six months with immediate effect.

(ii) Resolved further that the above decision be notified for information of all teachers.

(iii) Resolved also that the statutory provision regarding the time-limit for exercise of option in respect of the Provident Fund Scheme be brought to the notice of the teacher at the time of his/her appointment".

Under the circumstances stated above, it is suggested for consideration of the Council that the earlier Resolution quoted above may be amended by adding to it the word "and non-teaching staff" after every word "teacher" appearing in the said Resolution.

ITEM NO : - 13 REPRESENTATION FOR RE-FIXATION OF PAY OF TEACHERS

A joint representation from the teachers have been received wherein they have asked for re-fixation of their pay on the basis of the U.G.C. guideline and E.C. resolution in its meeting held on 26.4.80 .

Recently the Pay Fixation Committee of the academic staff has considered some cases on the light of the E.C. resolution stated above. In this connection, it may be also mentioned here that more representation have been received in this regard.

The matter is placed before the Executive Council for consideration.

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Item No. 14

Cancellation of Extra-ordinary leave of Shri Sridhar Balan, Lecturer in Political Science Deptt. N.E.H.U.

Shri Sridhar Balan who was granted Extra-ordinary leave for 1 year with effect from 1.5.81 to 30.4.82 by the Executive Council in its meeting held on 27.6.81 to enable him to join his new assignment as Social Planner, National Institute of Urban Affairs, New Delhi was suddenly released by his employer on 27.8.81 without assigning any reason.

Meanwhile Shri Balan has applied for six weeks leave on medical ground duly supported by a medical certificate.

Shri Balan was earlier granted Study leave for 1 year with effect from 1.9.80 had discontinued the leave refunding the entire amount of leave salary, etc. with the interest as per rules to enable him to take up the above assignment.

The matter is placed before the Executive Council for consideration whether Extra-ordinary leave granted to Shri Balan be cancelled and regularise the entire period from 1.5.81 till he resume his duties in NEHU according to admissibility of leave at his credit.

Item No. 15

Opening of an Extension Counter by the
United Bank of India at Mayurbhanj Complex :

In Resolution No. EC:22:80:06(b), the Executive Council in its meeting held at Kohima on 26 April, 1980 had approved the opening of an Extension Counter by the United Bank of India at Mayurbhanj Complex. When the matter was taken up with the Bank, the Principal Agent requested the University in his letter No. IB/DVP/13/10/81, dated 22 June, 1981 (Annexure - 823) to open an account with them in the first instance to enable him to procure necessary licence from the Reserve Bank of India to meet the requirement for the purpose.

In view of this, it is proposed to open a current Deposit Account with the United Bank of India with the approval of the Executive Council.

The matter is placed before the Executive Council for favour of consideration and decision.

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Copy of letter No. IB/DVP/13/10/81, dated 22 June, 1981 received from the Principal Agent, United Bank of India, addressed to the Registrar, NEHU.

Sub: Opening of Extension Counter in Mayurbhanj Castle Compound.

Since receipt of your letter No. FA.VII/Cash/80-81/36456 dated 2.3.81 we approached the Reserve Bank of India through our Head Office for necessary licence for opening the above mentioned 'Extension Counter'. We have recently been advised by our Head Office that a letter from you as per enclosed proforma would be necessary to meet the requirements of Reserve Bank of India for this purpose.

You will please find that in order to write a letter in Reserve Bank of India prescribed proforma, it is a prerequisite that the University should have some sort of banking arrangement with us. In view of this, we would request you to consider opening of some primary account with us and thereafter favour us with your letter in the enclosed proforma.

We hope, this will enable us to get the licence without any further difficulties and without loss of much time.

ITEM NO. 16 EXTENSION OF STUDY LEAVE OF MRS. NANDITA MAITRA,
ASSTT. LIBRARIAN, N.E.H.U., SHILLONG.

Mrs. N. Maitra has again requested for extension of her Study Leave upto 19 December, 1981 instead of September 1981 which has already been approved by the Executive Council vide EC:26:81:14.

Mrs. Maitra stated that due to postponement of her end-semester examination which was due to be held in the second week of November, 1981, she has requested further extension of Study Leave upto 19th of December, 1981.

We have already informed the Officer for submission of the necessary Bond for extension period also vide this Deptt's Memo of even No.3685 dt.16.9.81.

The matter regarding extension from 1st of October to 9th of December, 1981 is placed before E.C. for consideration.

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ITEM NO. 17 CANCELLATION OF EXTRAORDINARY LEAVE FOR TWO YEARS GRANTED TO
DR. C.L. ANAND, PROFESSOR and DEAN, SCHOOL OF EDUCATION, NEHU,
SHILLONG

Dr. C.L. Anand has already been granted EOL for two years with effect from 6.8.81 to enable him to take up his new assignment as Professor of Education in the Banaras Hindu University, Varanasi.

Subsequently Dr. Anand has requested for cancellation of the aforesaid leave since he declined the offer of the Banaras Hindu University and decided to stay on (Annexure - 9).

The cancellation may be approved in the interest of this University.

The matter is placed before EC for consideration.

Contd.....

ANNEXURE -9.

PROF. & DEAN, SCHOOL OF EDUCATION

NO: D.E./306 - 6
September 15, 1981.

Subject:- Sanction of Extra-Ordinary Leave to self - Cancellation - Regarding.

Reference: Your letter No.F.17-15/Estt-II/81-3262, dt.August 29, 1981 and our
letter No. Nil dt.29th July, 1981.

Dear Mrs. Mawlong,

With reference to your letter cited above, I had written to you that I would like to postpone my departure to Varanasi and that the new date would be communicated to you later. But, as I have now decided to decline the offer of the post of Professor in the Department of Education at Banaras Hindu University, I would request you to cancel the sanction of Extra-Ordinary Leave to me vide your letter cited above.

If necessary, the Executive Council may be informed of this.

Yours sincerely,

Sd/- C.L. Anand

Mrs. M.R. Mawlong,
Registrar,
North Eastern Hill University, Shillong.

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DR. C.L. ANAND, PROF. & DEAN, SCHOOL OF EDUCATION, UPPER NONGTHY'11AI, SHILLONG-14.

No.F.306/DE/81-11
September 19, 1981.

Mrs. M.B. Mawlong,
Registrar,
North Eastern Hill University,
Shillong.

Sub: Grant of Extra Ordinary Leave to the undersigned - Cancelled - Regarding.

Madam,

Kindly refer to the letter No.FIN/P(o)/-D-4/10169, dt.17th September,1981 from the Asstt. Finance Officer, NEHU addressed to you on the subject cited and a copy endorsed to me.

It is to be noted that in my letter dated 29th July, 1981 addressed to you by name I informed the University about the postponement of my departure from this University. In a subsequent communication again addressed to you by name vide letter No.DE/306/6 dt. 15th September, 1981 I have requested that the Extra Ordinary Leave in question be cancelled since I have declined the offer of the B.H U. Varanasi and I decided to stay on and that the Executive Council of the University may be informed accordingly, if necessary.

I therefore, request you to kindly issue a communication to the concerned Officers/Units in this regard, so as to avoid any possible confusion.

Yours faithfully.

Sd/- C.L. Anand.

Item No :- Appointment of Dr. Shyam Singh as Reader in Horticulture of Agriculture, Medziphema, Nagaland.

The Selection Committee in its meeting held on 2.7.81 in the UGC Building, New Delhi recommended Dr. Shyam Singh a Scientist S-2 permanent employee of the ICAR posted at Medziphema for appointment as Reader in Horticulture, College of Agriculture, Medziphema on an initial pay of Rs. 1300/- p.m.

The offer of appointment was given to Dr. Shyam Singh and he was requested to join latest by 31.8.81. As the release of Dr. Shyam Singh has to be taken up with the ICAR Headquarters at New Delhi, the Director, ICAR Shillong has requested that extension of joining time be given to Dr. Shyam Singh.

Meanwhile, the Director has intimated that the ICAR Headquarters has agreed that since Dr. Shyam Singh is a permanent employee, he may be relieved on foreign service terms of deputation to NEHU so that he may retain his lien in the ICAR. Therefore, the position may be clarified whether NEHU would be willing to bear the leave salary and pension contribution in respect of Dr. Shyam Singh. Normally, in such cases, the leave salary and pension contribution are borne by the borrowing organisations.

There is no provision for the teaching staff to join this University on foreign service from other organisations.

It has been very difficult to get qualified teachers for the College of Agriculture. For Dr. Shyam Singh has already worked at Medziphema with the I.C.A.R. and is fully acquainted with the requirement of the College. In view of the above, it may be considered whether Dr. Shyam Singh whose services are urgently required in the College of Agriculture be taken on deputation to this University for a period of 2 years in the 1st instance as done for various officers of this University.

The matter is placed before the E.C. for consideration.

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Note for the Executive Council

The term of appointment of Smti. M.R. Mawlong, ACS., as Registrar, on deputation from the Government of Meghalaya, for the residue of the term of the first Registrar comes to an end on 19-10-81.

The University has not so far prescribed the manner of appointment of the Registrar, nor has it been provided in the University Act and the Statutes. The matter has been taken up with the Ministry of Education and the requisite amendments proposed by the University in respect of Statute 4 and 20 are awaiting the approval of the Visitor. In the absence of a prescribed procedure and approval by the Visitor to amendments of the Statutes, it will not be possible to make a regular appointment of the Registrar of the University. The University, however, cannot function without the Registrar. The only way open to the University, therefore, appears to be to retain the services of the present incumbent, namely, Smti. M.R. Mawlong as Registrar.

Smti. M.R. Mawlong, Registrar, on expiry of her term of appointment, desired to revert back to her parent Government and she accordingly conveyed her willingness to the Government in this regard. However, since her services are essential for smooth functioning of the University, the Vice-Chancellor requested her to continue as Registrar in the University for sometime more. Considering the circumstances prevailing in the University and the difficulties that the University may be confronted with in the absence of the Registrar and also in view of the acute shortage of Officers in the University, Smti. M.R. Mawlong gave her consent to continue as Registrar under the present terms and conditions of deputation.

It may be mentioned that the Officer has opted for the University scale of pay and no deputation allowance has been paid to her by the University. Normally, an Officer can be appointed on deputation for a period of three years, which may further be extended for another year. Smti. M.R. Mawlong served in the University only for one year eight months since she assumed charge of the office of the Registrar on 19.2.80. The Vice-Chancellor approached and requested the

Government of Meghalaya to extend the term of deputation of Smti. M.R.Mawlong for another period of six months with effect from 20-10-81.

The matter is, therefore, placed before the Executive Council for consideration and decision.