

II PART
AGENDA PAPERS FOR THE 150th MEETING OF THE EXECUTIVE COUNCIL TO BE HELD ON 30th MARCH, 2012

<u>ITEM NO.</u>	<u>C O N T E N T S</u>	<u>PAGE NO.</u>
3:	- <u>RATIFICATION OF ACTION TAKEN BY THE VICE-CHANCELLOR:</u>	
	(vi) Continuing the Service of the Non-teaching staffs of Academic Staff College on UGC Funding.	- 3:6:(1-24)
	(vii) Enhancement of Licence Fee.	- 3:7(1)
6:	- <u>ADMINISTRATIVE MATTERS:</u>	
6:2:	- <u>Appointment/Creation/Up-gradation of post/ Confirmation/Extension/Option/Transfer/Release /Termination etc.</u>	
	(vii) Engagement of Legal Officer.	- 6:2:7(1-2)
6:3:	- <u>Leave/Deputation:</u>	
	(i) Extension of period of lien in respect to Dr. S.M.Bendra, Professor, Department of Statistics, NEHU, Shillong.	- 6:3:1(1-3)
	(ii) Study Leave in respect of Shri J.Binong, Assistant Professor, Department of Electronic Communication Engineering(ECE)	- 6:3:2(1-3)
6:4:	- <u>Disciplines:</u>	
	(i) Report on an allegation of large scale corruption in the internet installation in the North-Eastern Hill University, Shillong.	- 6:4:1(1-26)
6:7:	- <u>Others:</u>	
	(iii) Empanelment of Shri Khalid Khan, Advocate as NEHU Legal Adviser.	- 6:7:3(1)
	(iv) Applications for Empanelment as Advocates before the Supreme Court	- 6:7:4(1-10)
	(v) Inclusion of integrity pact in the contract for all future works to be taken up by the University.	- 6:7:5(1-27)
	(vi) Leasing out of building to NIT.	- 6:7:6(1-7)

3: - RATIFICATION OF ACTION TAKEN BY
THE VICE-CHANCELLOR.

- (vi) Continuing the Service of the Non-teaching staffs of Academic Staff College on UGC Funding.

The UGC-Academic Staff College, NEHU, was established based on the funding UGC vide its letter No.F.27-1/2005(ASC) dated October 10, 2006 (Annexure-I), likewise, the posts of the its non-teaching staff are sanctioned. Accordingly, the University vide its letter No.PL-165/A. S.College/2006-359 dated February 7, 2007(Annexure-II) notified the creation of 7 nos. of Non-teaching posts for the newly established Academic Staff College in North Eastern Hill University. Similarly, the post were filled up as per the procedure for appointment of administrative staff (Annexure-III), and the mode of their appointment is the same as prescribed for such posts in the University. A question arose whether the same should continue after five years or not.

The letter from Dr.K.C.Pathak, Joint Secretary, UGC, New Delhi addressed to our Hon'ble Vice-Chancellor, NEHU says that the Commission decided to continue supporting the sanctioned posts of Central Universities under plan(Annexure-IV).

Based on the above, the matter was taken before the Academic Advisory Committee proposing it to consider continuing the services of the non-teaching staffs, the AAC in its 6th meeting held on 10th June, 2011 decided to consider the continuation of the non-teaching staffs on the same terms and conditions of appointment for another Plan period i.e. with effect from 1.4.2012 till continuation of the Scheme as per UGC Guidelines for ASCs

Below is the Extract of the Academic Advisory Committee decision/resolution:

The Advisory Committee consider the above proposal while observing that the appointment was made up to XIth Plan period on the recommendation of the duly constituted Selection Committee of the University, and approved that their appointment/ services will be continued on same terms and conditions for another plan period i.e. with effect from 1.4.2012 till continuation of the Scheme as per UGC Guidelines for ASCs.

The matter is placed before the Executive Council for information and ratification of the decision taken by the Academic Advisory Committee of the UGC-Academic Staff College, NEHU.

3:6(2)

ANNEXURE-I



ज्ञान-विज्ञान विमुक्तये

UNIVERSITY GRANTS COMMISSION
BAHADURSHAH ZAFAR MARG
NEW DELHI - 110 002

F.No. 27-1/2005(ASC)

October, 2006

The Registrar,
North - Eastern Hill University,
P.O. NEHU Campus,
Mawkyroh Umshing,
Shillong- 793 022 (Meghalaya)

12 OCT 2006

Subject : Establishment of an Academic Staff College in North- Eastern Hill University, Shillong - Convey of approval & sanction- regarding

Sir,

I am directed to refer to your request regarding opening of an Academic Staff College and to inform you that the Commission has considered and approved your proposal for opening up of new Academic Staff College in North - Eastern Hill University, Shillong.

The University Grants Commission in pursuance of the National Education Policy on Education 1986 and its programme of action, had set up Academic Staff Colleges (ASC) in fifty two Universities/Institutions till now. The Academic Staff Colleges so established are conducting specially designed academic staff Orientation Programmes for the newly appointed lecturers and Refresher Courses for serving teachers to keep abreast of the latest advances in various subjects, exchange expressions with their peers and learn mutually from each other.

I am also to convey the approval for allocation of a grant of Rs. 50,00,000/- (Rs. Fifty lakhs only) for conducting both Orientation Programmes and Refresher Courses so as to perform its functions and responsibilities as detailed briefly in this communication.

The UGC is also issuing a sanction of an "on account" grant of Rs. 30,00,000/- Lakhs (Rupees Thirty Lakhs Only) i.e. Rs. 18.50 lakhs (one time grant) for establishment of ASC and Rs. 11.50 lakhs for conduct of courses separately out of the allocation of Rs. 50 Lakhs (Rs. Fifty Lakhs Only) as mentioned above. The above grant is subjected to the terms and conditions of the establishment of new Academic Staff College of the UGC.

611
27/10/06



An Academic Staff College (ASC) to be located in a University, will have to depend on all the possible existing resource available in the University, as well as other Universities, Institutions in the State in addition to the organizations related to education, research, development and social. The University must take immediate action and intimate the U.G.C. about action taken on the following:

- ❖ Locate and identify the building in the University to be named as UGC-Academic Staff College with proper Name plate and Address.
- ❖ The University must prepare a consolidated Plan immediately within a week's time of the receipt of this letter so as to make effective utilization of the grant in planned manner for the purpose. The consolidated Plan should be such that the following matters are seriously taken care of :
- ❖ The University must prepare a priority list of essential items for the purpose of setting up of the Academic Staff College, keeping in line with the norms prescribed for financial assistance to Universities for organizing Orientation Programme and Refresher Courses towards Participant Cost, Working Expenses etc. under the Academic Staff College.
- ❖ The University may prepare a plan and submit a proposal for allotment of Orientation Programmes and Refresher Courses for the ASC for 2006-2007 in the broad areas mentioned and also send time schedule for the conduct of courses.
- ✓ ❖ As regards the staff, the University may consider appointment of following positions for the ASC on a very limited scale within the prescribed norms under the ASC:-

(a) Academic staff:

- i. Professor – Director – (Professor, scale of pay) : 1
- ii. Reader – (Reader's scale of pay) : 1
- iii. Lecturer – (Lecturer's scale of pay) : 1

(b) Non-teaching staff:

- i. Section Officer : 1
- ii. Senior Assistant : 1
- iii. Junior Assistant : 1
- iv. Librarian or Technician : 1
- v. Steno-typist / Computer operator : 1
- vi. Peon : 1
- Vii Hostel attendant : 1 (in case of those ASCs which have independent accommodation / hostel facilities).

With regard to the qualifications and procedure of appointment of administrative staff, the mode of appointment will be the same as prescribed for other posts in the university.

- ❖ A copy of the Xth Plan ASC guidelines is enclosed.
- ❖ Details of courses – its duration, preparation of the course curriculum, invitation of experts for course preparation; use of experts as resource persons; eligibility criteria of the participating teachers; preparation of time schedule; sending of course materials to the participants selected; issue of certificate to the participants by all the ASCs in the UGC designed format; separate maintenance of the accounts and submission of statement of accounts, Utilization and Audited Certificate; keeping records of the assets and liabilities of the ASC etc. must be followed as per the norms and guidelines of the Academic Staff College.
- ❖ The UGC-ASC may receive the requests from participating teachers in the broad areas so allocated and finally plan for refresher Courses to be conducted by your UGC-ASC in your University with intimation to the UGC.
- ❖ The University will also identify departments who will prepare course curriculum in consultation with the eminent experts in the subject fields as already stated under the programme.
- ❖ Any other action as is required as per the norms and guidelines under the programme.

An Academic Staff College will carry out Major Functions as detailed below:

- ❖ Plan, organize, implement, monitor and evaluate Orientation Courses for newly appointed lecturers in colleges and Universities within the jurisdiction of the State or outside the state as per the subject or programme allocated and approved by UGC.
- ❖ The newly established ASC may organize up to four Orientation Programme of four weeks duration, full time preferably residential course in a year with atleast 30 participants. The Colleges/ University departments will release interested eligible teachers to attend the course.
- ❖ Organize Refresher Courses for serving teachers as per subject allocation and jurisdiction defined by the UGC for the Purpose.
- ❖ Formulate a programme of Orientation Course along the broad guidelines having major five components with additional components of computer awareness, computer aided teaching and application of computers in the various subject disciplines as are essential to the programme. May kindly consult eminent subject specialists as per requirement in your subject/programme.

- ❖ Identify resource persons in various fields of specialization for preparing the Curriculum as well as in running the Orientation Programme and Refresher Courses in tune with the philosophy and guidelines for the programme and courses.
- ❖ Arrange accommodation for resource persons and participants preferably in the University Guest House or suitable hostel respectively.
- ❖ Set up quality documentation-cum-library with proper access with the electronic library and networked with the computer facilities for reference and resource materials for use of the Orientation Programme and Refresher Courses.
- ❖ Prepare specially designed reading materials and documents for effective implementation of the programme and circulate to the participants in advance so that the participants may interact. A copy of all the Course Curriculum so organized from time to time may be kept for future record in the bind form.
- ❖ Monitor the various components and stages of the Orientation Programmes and evaluate the effectiveness of the courses.
- ❖ Organize other programmes as per communication by the UGC. The UGC of course does not allow conduct of courses other than the UGC allocated ones under the banner of the UGC-ASC. All communications for inviting proposals from interested participating teachers as per circulation of the UGC may be endorsed with the UGC-ASC and so also all documents as UGC-ASC.
- ❖ Create an academic environment and set up proper plan for effective utilization of the expertise of the resource persons for mutual learning process. The respective University departments may also take advantage of the resource persons at a very low cost through invited guest lecturers for benefit of the researchers, students and other teachers of the University departments where the ASC is situated.
- ❖ All necessary steps for proper implementation of the activities under the ASCs.

The actions and implementation based on the details given above may please be taken up by the newly opened Academic Staff College.

Status of the Academic Staff College

The UGC supported Academic Staff College is a purely tenure based temporary scheme. At any moment of time the Scheme may be closed or opened as per the needs of running the Orientation Programme and Refresher Course. The staff teaching or non-teaching / administrative / maintenance is always temporary and has no claim of permanency at any stage. Courses under the UGC-ASC are conducted round the year and are non-vacationer.

The service rules of the staff are governed accordingly for a temporary tenure based non-vacationer staff as per rules and regulations of the University concerned where the UGC-ASC is opened. The ASC Staff (teaching of non-teaching) is under the administrative control and guidance of the Competent Authority of the University / Registrar and the Director of the ASC. The Concerned University / Institution vis-a-vis Academic Staff College will take administrative and financial responsibility.

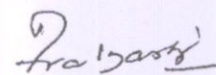
The University / Director of the UGC-ASC will also intimate the state government decision of taking over the liability after the cessation of the UGC support, if the ASC programme in the University continued for more than five years. The position of acceptance of taking over the recurring liability of the staff and other recurring items by the University / State Government after a period of five Years may please be intimated.

Monitoring and Review

Normally the UGC will review exhaustively the functioning of the ASC after a period of five years but the activities undertaken by the ASC may be monitored or assessed at any time even by sending expert Committees for the same. The UGC may also discontinue or withdraw the Academic Staff College programme at any time if it is not implemented in the spirit of the programme and the functions and responsibilities are not compliance with. The UGC decision is final.

With regards and best wishes for the New Academic Staff College.

Yours faithfully,




(P. Prakash)

Joint Secretary

Encl : As above

Copy to:-

1. The Vice-Chancellor, North -Eastern Hill University, P.O. NEHU Campus, Mawkyntroh Umshing, Shillong- 793 022 (Meghalaya)
2. The Education Secretary, State Govt. of Meghalaya, Shillong (Meghalaya).
3. Concerned file



(P. Prakash)

Joint Secretary



3:6(7)
पूवोत्तर पर्वतीय विश्वविद्यालय

ANNEXURE - 11

Phone :

Grams : NEHU

पू. प. विवि. परिसर, शिलांग-७९३०२२ (मेघालय)

North-Eastern Hill University

NEHU Campus, Shillong - 793 022 (Meghalaya)

No: PL-165/A.S. College/2006- 359

Dated, the 7th Feb, 2007

NOTIFICATION

In accordance with the UGC's Letter No: F.27-1/2005(ASC), dated 12.10.2006, the Vice-Chancellor, NEHU is pleased to approve creation of the following Non-Teaching Posts for newly established Academic Staff College in North Eastern Hill University.

Non-Teaching Staff:

Sl.No.	Name of the Posts	Scale of Pay	No. of Post
1.	Section Officer	Rs. 6,500-10,500	1
2.	Senior Asstt.	Rs. 5,500-9,000	1
3.	Junior Asstt/UDC	Rs. 4,000-6000	1
4.	Librarian/ Technician/ Professor Asstt.	Rs. 5,500-9,000	1
5.	Steno-typist/Computer Operator	Rs. 4,500-7000	1
6.	Peon	Rs.2,550-3,200	1
7.	Hostel Attendant (in case of those ACS's which have independent accommodation /Hostel facilities).	Rs.2,550-3,200	1

Salaries of the abovementioned staff are chargeable to the UGC grants released for Academic Staff College. Recruitment to the Posts will be as per the Recruitment Rules of the University. The Posts will remain in operation so long the Academic Staff College remains functional.

(Prof. D.T. Khathing)
Registrar

Copy to:

1. PS to the VC for VC's kind information
2. PA to the Registrar for Registrar's kind information.
3. Dy. Registrar (Estt-I), NEHU, Shillong, for information.
4. Prof. B.B.P. Gupta, Convener, ASC, department of Zoology, NEHU, Shillong for information & necessary action.
5. Dy. Registrar (C.R.C.), NEHU, Shillong.
6. Dy Registrar (Acad), NEHU, Shillong
7. Dy. Registrar (Finance), NEHU, Shillong.
8. Asstt. Registrar (Finance-Budget), NEHU, Shillong.
9. Asstt. Registrar (Finance-Salaries), NEHU, Shillong.

Registrar

3:6(8)

ANNEXURE-III

UGC- ACADEMIC STAFF COLLEGE
P.O. : NEHU, MAWLAI-MAWKYNROH, SHILLONG-793022

No. F.21-1/UGC-ASC/2007-03

Dt. 3/4/07.

APPOINTMENT ORDER

On the recommendation of the Selection Committee for the non-teaching post(s) of the UGC-Academic Staff College in NEHU, Mawlai-Mawkynroh, Shillong, Shri. Zenith Khonglah is hereby appointed against the post of Section Officer, in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the core pay scale of Rs. 6500-200-10500/- plus other allowances as may be admissible with effect from the date of taking over the charge of the post.

The initial basic pay of Shri. KHONGLAH is fixed at Rs. 6500/- p.m. of the scale.

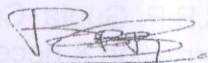
The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/withdrawal of funding by the UGC at any time whichever is earlier i.e., this temporary tenure post will remain so long the UGC-Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative or further appointment/absorption/regularisation in the University in the event the Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of Section Officer sanctioned. Vide Notification No: PL-165/A.S. College/2006-359 dated 07/02/2007.

This is in partial modification of the earlier Appointment Order of even No. 1033 dated 29.3.2007.


(Prof. B.B.P Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar (Acad), NEHU, Shillong.
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
5. Shri. Zenith Khonglah, Mawlai, Nongmali-III, Shillong-8.
6. The Appointment Register.

3:6(9)

UGC- ACADEMIC STAFF COLLEGE

P.O.: NEHU, MAWLAI-MAWKYNROH , SHILLONG-793022.

No. F.21-1/UGC-ASC/2007- 1074

Dt. 31.8.07

APPOINTMENT ORDER

On the recommendation of the selection Committee for the non-teaching post(s) of the UGC-Academic Staff College in NEHU, Mawlai,-Mawkynroh, Shillong, Miss. D AIAKMEN SHISHA R. LYNGDOH is hereby appointed against the post of Sr. Asstt./Asstt., in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the core pay scale of Rs. 5000-150-3000/- plus other allowances as may be admissible with effect from the date of taking over the charge of the post.

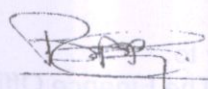
The initial basic pay of Miss. LYNGDOH is fixed at Rs. 5000/- p.m. of the scale.

The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the UGC-Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/withdrawal of funding by the UGC at any time whichever is earlier i.e., this temporary tenure post will remain so long the UGC-Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative or further appointment/absorption/regularisation in the University in the event the UGC-Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of Sr. Assistant / Assistant sanctioned, Vide Notification No: PL-165/A.S. College/2006-359 dated 07/02/2007.


(Prof. B.B.P. Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar, (Acad), NEHU, Shillong
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
5. Miss. D AIAKMEN SHISHA R. LYNGDOH , Mawlai, Nongmali-III, Shillong-8.
6. The Appointment Register.

(9) 3:6(10)

**UGC- ACADEMIC STAFF COLLEGE
P.O. MAWLAI, MAWKYNROH
SHILLONG-793022**

No. F.21-1/UGC-ASC/2007- 1070

DI. 31/03/2007

APPOINTMENT ORDER

On the recommendation of the Selection Committee for the non-teaching post(s) of the UGC-Academic Staff College, Mawlai, Mawkynroh, Shillong, Miss. Monalisa Kharmudai is hereby appointed against the post of Junior Assst/ UDC, in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the NEHU core pay scale of Rs. 4000-100-6000/- plus other allowances as may be admissible with effect from the date of taking over the charge of the post.

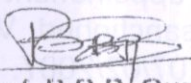
The initial basic pay of Miss. Monalisa Kharmudai is fixed at Rs. 4000/- p.m. of the scale.

The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/ withdrawal of funding by the UGC at any time, whichever is earlier i.e., this temporary tenure post will remain so long the Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative or further appointment/absorption/regularisation in the University in the event the Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of Junior Assistant/ UDC sanctioned, Vide Notification No: PL-165/A.S. College/2006-359 dated 07/02/2007.


(Prof. B.B.P. Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar, (Acad), NEHU, Shillong
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
5. Miss. Monalisa Kharmudai, Upper Lumparing, Lumsohphoh, Shillong-4.
6. The Appointment Register.

(90) 3:6(11)

**UGC- ACADEMIC STAFF COLLEGE
P.O. MAWLAI, MAWKYNROH
SHILLONG-793022**

No. F.21-1/UGC-ASC/2007-1073

Dt 31/03/2007

APPOINTMENT ORDER

On the recommendation of the Selection Committee for the non-teaching post(s) of the UGC-Academic Staff College, Mawlai, Mawkynroh, Shillong Miss. Hazel Linda Marbaniang is hereby appointed against the post of **Professional Asstt. (Library Cadre)**, in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the NEHU core pay scale of **Rs. 5500-175-9000/-** plus other allowances as may be admissible with effect from the date of taking over the charge of the post.

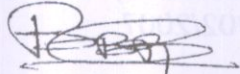
The initial basic pay of Miss. Hazel Linda Marbaniang is fixed at Rs. 5500/- p.m. of the scale.

The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/ withdrawal of funding by the UGC at any time, whichever is earlier i.e., this temporary tenure post will remain so long the Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative/ or further appointment/absorption/regularisation in the University in the event the Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of **Professional Asstt. (Library Cadre)** sanctioned, Vide Notification No: PL-165/A.S. College/2006-059 dated 07/02/2007.


(Prof. B.B.P. Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar, (Acad), NEHU, Shillong
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
5. Miss. Hazel Linda Marbaniang.
6. The Appointment Register.

3:6(12)

UGC- ACADEMIC STAFF COLLEGE
P.O. MAWLAI, MAWKYNROH
SHILLONG-793022

No. F.21-1/UGC-ASC/2007-1072

Dt. 31/03/07.

APPOINTMENT ORDER

On the recommendation of the Selection Committee for the non-teaching post(s) of the UGC-Academic Staff College, Mawlai, Mawkynroh, Shillong, Shri Guesstar J. Langstang is hereby appointed against the post of Computer Operator, in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the NEHU core pay scale of Rs. 5500-175-9000/- plus other allowances as may be admissible with effect from the date of taking over the charge of the post.

The initial basic pay of Shri. Langstang is fixed at Rs. 5500/- p.m. of the scale.

The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/ withdrawal of funding by the UGC at any time, whichever is earlier i.e., this temporary tenure post will remain so long the Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative or further appointment/absorption/regularisation in the University in the event the Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of Computer Operator sanctioned, Vide Notification No: PL-165/A.S. College/2006-359 dated 07/02/2007.

(Prof. B.B.P. Gupta)
Co-ordinator

(Prof. B.B.P. Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar, (Acad), NEHU, Shillong
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
5. Shri Guesstar J. Langstang,
6. The Appointment Register.

(M) 2-8 3:6(13)

**UGC- ACADEMIC STAFF COLLEGE
P.O. MAWLAI, MAWKYNROH
SHILLONG-793022**

No. F.21-1/UGC-ASC/2007- 23

Dt. ⁵ April, 2007

APPOINTMENT ORDER

On the recommendation of the Selection Committee for the non-teaching post(s) of the UGC-Academic Staff College, Mawlai, -Mawkynroh, Shillong, Shri Kyrmenkhem Kharir is hereby appointed against the post of Peon, in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the NEHU core pay scale of Rs. 2550-55-2660-60-3200/- plus other allowances as may be admissible with effect from the date of taking over the charge of the post.

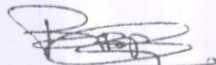
The initial basic pay of Shri Kyrmenkhem Kharir is fixed at Rs. 2550/- p.m. of the scale.

The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/withdrawal of funding by the UGC at any time whichever is earlier i.e., this temporary tenure post will remain so long the UGC-Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative or further appointment/absorption/regularisation in the University in the event the Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of Peon sanctioned vide Notification No: PL-165/A.S. College/2006-359 dated 07/02/2007.


(Prof. B.B.P. Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar, (Acad), NEHU, Shillong
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
- ✓ 5. Shri Kyrmenkhem Kharir, Nongshilliang, Nongthymmai, Shillong-14.
6. The Appointment Register.

(31) 315 3-6(14)

UGC-ACADEMIC STAFF COLLEGE
P.O. MAWLAI, MAWKYNROH
SHILLONG-795022

No. F.21-1/UGC-ASC/2007-28

Dt. 11/4 April: 2007.

APPOINTMENT ORDER

On the recommendation of the Selection Committee for the non-teaching posi(s) of the UGC-Academic Staff College, Mawlai, - Mawkynroh, Shillong, Smti. Rosa Syiemlieh is hereby appointed against the post of Hostel Attendant, in the newly established UGC-Academic Staff College, a purely tenure based temporary scheme of UGC, in the NEHU core pay scale of Rs. 2550-55-2660-60-3200/- plus other allowances as may be admissible with effect from the date of taking over the charge of the post.


The initial basic pay of Smti. Rosa Syiemlieh is fixed at Rs. 2550/- p.m. of the scale.

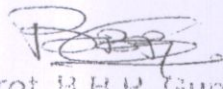
The aforesaid appointment will be governed by the UGC Norms/ Guidelines for the establishment of the Academic Staff College.

The appointment is purely temporary but likely to continue for 5 (Five) years or until further orders, subject to review/withdrawal of funding by the UGC at any time whichever is earlier i.e., this temporary tenure post will remain so long the UGC-Academic Staff College remains functional and the staff shall have no claim for permanency at any stage as per the UGC-ASC guidelines.

This appointment is subject to the condition that it will not bestow any right on the incumbent to claim for any other alternative or further appointment/absorption/regularization in the University in the event the Academic Staff College becomes defunct, discontinued, or withdrawn by the UGC at any time.

This appointment is made against the post of Hostel Attendant sanctioned, vide Notification No: PL-105/A.S. College/2006-359 dated 07/02/2007.


(Prof. B.B.P. Gupta)


(Prof. B.B.P. Gupta)
Co-ordinator

Copy to:

1. The Finance Officer, NEHU, Shillong.
2. The Deputy Registrar, (Acad), NEHU, Shillong
3. The Section Officer (Salary), NEHU, Shillong.
4. The Section Officer, SC/ST, NEHU, Shillong.
5. Smti. Rosa Syiemlieh, C/o Relis Mawlaie, Rynjah Pdengshhong, Shillong-06.
6. The Appointment Register.

3:6 (15)

ANNEXURE - IV

डॉ. सी. पाठक
Dr. K. C. Pathak

संयुक्त सचिव
Joint Secretary



दूरभाष OFF.: 011-23232783
फैक्स FAX : 011-23217124
E-mail : kcpatak@ugc.ac.in

विश्वविद्यालय अनुदान आयोग

बहादुरशाह ज़फर मार्ग, नई दिल्ली-110 002

UNIVERSITY GRANTS COMMISSION

Bahadurshah Zafar Marg, New Delhi-110 002

BY SPEED POST

No.F. 27-1/2008 (ASC)

November, 2010

✓ Prof. A.N. Rai,
Vice-Chancellor,
North-Eastern Hill University,
P.O. NEHU Campus,
Mawkynroh Umshing,
Shillong - 793 022
vcnehu@nehu.ac.in

20 NOV 2010

Dir (ASC)

Dear Sir,

Kindly refer to this office D.O. letter No 27-1/2005 (ASC) dated 06.06.2007 stating that during the 11th Plan the liability of the academic/administrative staff of ASC functioning in State Universities will be borne by the UGC. Thereafter, the concerned University will take over the financial liability of the academic/administrative staff of the ASC. As such you are requested to take up the matter with the State Government to take over the financial liability of the staff of the ASCs.

In regard to the above, the Commission in its 472nd meeting held on 27.09.2010 has resolved as under:

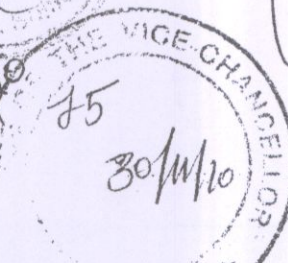
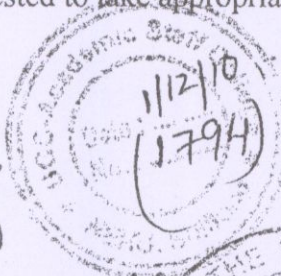
i) "A letter may be sent to all Vice-Chancellors of State Universities to get concurrence from the State Governments for taking over the liability of the posts sanctioned to the ASCs after the end of the current plan period. UGC may also write to the State Governments requesting them to take over this liability. UGC would continue to support the sanctioned posts under plan even in the XII Plan till such time that the liability is taken over by the respective State Government."

ii) "UGC would continue to support the sanctioned posts in the ASCs of Central Universities under plan."

In view of the above, you are requested to take appropriate necessary action in the matter.

Yours sincerely,

(K.C. Pathak)



Reg. This being a central university no request

S.C. 11/12



3:6(16)
Copy)

UGC-Academic Staff College North-Eastern Hill University

Fax: 0364-2550103
Phone: 0364-2721401 (Director)
0364-2721402 (Office)

Shillong – 793022, Meghalaya

E-mail: asc@nehu.ac.in, ascnehu@gmail.com

Minutes of the 6th Meeting of the Advisory Committee, UGC-ASC, NEHU, Shillong held on 10th June, 2011 at 2:30 pm at the Community Room, Administrative Building

Members present:

1. The Vice-Chancellor, NEHU, Shillong (In Chair)
2. Prof. K. G. Bhattacharya, Director ASC, Gauhati University (UGC Nominee)
3. Director, Academic Staff College, Gauhati University (Member)
4. Prof. S. K. Mishra, Deptt. of Economics, NEHU, Shillong (Member)
5. Head, Department of Geography, NEHU, Shillong (Member)
6. Head, Department of Sociology, NEHU, Shillong (Member)
7. Principal, St. Edmund's College, Shillong (Member)
8. Registrar, NEHU, Shillong (Special Invitee)
9. Finance Officer, Shillong (Special Invitee)
10. Reader, Academic Staff College, NEHU, Shillong (Special Invitee)
11. Assistant Professor, Academic Staff College, NEHU, Shillong (Special Invitee)
12. Director, Academic Staff College, NEHU, Shillong (Member Secretary/Convener)

Members who could not attend:

1. The Vice-Chancellor, Gauhati University (Member)
2. The Director, ASC, Jadavpur University (Member)
3. The Principal, Don Bosco College of Teacher Education (Member)

RESOLUTION: The Committee took note of the above

AGENDA: DECISIONS/RESOLUTIONS

The Chairman extended a warm welcome to all the new members of the Advisory Committee and advised the Director, UGC-ASC, NEHU to take up the agenda of the meeting.

1. **Confirmation of the minutes of the 5th Advisory Committee meeting held on 2nd June, 2010:**
The minutes (Annexure – I) of the Advisory Committee Meeting held on 2nd June, 2010 was circulated to all the members of the Advisory Committee on June 7, 2010. As no comments were received the same may be confirmed.

ASCAC2011:6-1: *The minutes were confirmed without any alterations.*

2. Action taken report:

A. Courses allotted by UGC during 2010-11:

Name of the Programme	Programmes allocated by the UGC
Orientation Programmes	5 Nos. of Orientation Programmes (Including Information Technology)
	Refresher Course in Adult & Continuing Education (ID)

3:6(17)

Refresher Courses 14 Nos.	Refresher Course in Botany
	Refresher Course in Business Studies (ID)
	Refresher Course in Bio-Sciences (ID)
	Refresher Course in Chemistry
	Refresher Course in English & Comparative Literature (ID)
	Refresher Course in Environmental Sciences (ID)
	Refresher Course in Folkloristic & Semiotics (ID)
	Refresher Course in Geography
	Refresher Course in History
	Refresher Course in Mathematics
	Refresher Course in Political Science
	Refresher Course in Sociology
	Refresher Course in Zoology
Workshop/Short Term Courses – 1 No.	Short Term Course in Intellectual & Property Rights

B. Courses conducted by ASC during 2010-11:

a) Refresher Courses (RCs): 13 Nos.

Refresher Courses	Duration	No. of Participants	Course Coordinator	Expenditure (Rs)
Environmental Studies	22 nd June to 12 th July, 2010	20	Dr. D. Walia & Dr. D. Paul Deptt. of Environmental Sciences	Rs.2,38,562/-
Folkloristic & Semiotics	28 th June to 18 th July, 2010	23	Prof. Desmond L. Kharmawphlang & Prof. P. Jhingan, Deptt. of Cultural & Creative Studies	Rs.2,06,826/-
Geography	1 st November to 20 th November, 2010	16	Prof. B. S. Mipun Department of Geography	Rs.2,17,117/-
Political Science	15 th November to 6 th December, 2010	28	Dr. Munmun Majumdar Deptt. of Political Science	Rs.2,66,837/-
Mathematics	25 th November to 15 th December, 2010	21	Dr. K. K. Singh Deptt. of Mathematics	Rs.2,08,173/-
History	25 th November to 15 th December, 2010	28	Dr. A. K. Thakur Department of History	Rs.2,64,232/-
Business Studies	29 th November to 19 th December, 2010	18	Dr. Jaynal Ud-din Ahmed Deptt. of Management	Rs.1,79,852/-
Adult & Continuing Education	2 nd December to 22 nd December, 2010	18	Dr. B. P. Sahu Deptt. of Adult and Continuing Education	Rs.2,46,155/-
Chemistry	23 rd February to 15 th March, 2011	19	Dr. Hassan Askari Deptt. of Chemistry	Rs.2,21,929/-
Sociology	24 th February to 16 th March, 2011	18	Dr. B. Panda & Dr. R. M. Shangpliang, Deptt. of Sociology	Rs.1,90,440/-
English and Comparative Literature	3 rd March to 23 rd March, 2011	18	Dr. Angela W. Ingty & Dr. Jacqueline R. Marak Deptt. of English and Garo	Rs.1,63,877/-
Botany	17 th March to 6 th April, 2011	18	Dr. H. Kayang Deptt. of Botany	Rs.2,31,797/-
Zoology	17 th March to 6 th April, 2011	15	Prof. S. B. Prasad Deptt. of Zoology	Rs.1,83,435/-

b) Orientation Programme (OP): 5 Nos.

Orientation Programmes	Duration	No. of Participants	Course Coordinator	Expenditure (Rs)
9 th Orientation Programme (General)	19 th April to 16 th May, 2010	35	Dr. Kuheli B. Das UGC-ASC, NEHU	Rs.3,86,883/-
10 th Orientation Programme (General)	24 th May to 20 th June, 2010	38	Dr. Q. Kharbuli UGC-ASC, NEHU	Rs.3,81,187/-

11 th Orientation Programme (General)	13 th September to 10 th October, 2010	17	Prof. Rakesh Mohan UGC-ASC, NEHU	Rs.1,72,314/-
12 th Orientation Programme (Information & Technology)	14 th February to 13 th March, 2011	29	Dr. Kuheli B. Das UGC-ASC, NEHU	Rs.2,52,760/-
13 th Orientation Programme (General)	16 th February to 15 th March, 2011	35	Dr. Q. Kharbuli UGC-ASC, NEHU	Rs.3,05,835/-

c) Short Term Course: 1 No.

Short Term Courses	Duration	No. of Participants	Programme Coordinator	Expenditure (Rs)
Intellectual & Property Rights	6 th September to 7 th September, 2010	47	Prof. Rakesh Mohan UGC-ASC, NEHU	Rs. 53,692/-

ASCAC2011:6-2A-2C: *The Committee took note of the above and expressed satisfactory that the ASC could train 461 teachers during the year and appreciated that ASC, NEHU ranked 8th position among ASCs of the country.*

C. Reasons for variation in the programmes allocated by UGC and programmes conducted by the ASC:

One Refresher course i.e. (1) Refresher Course in Bio- Sciences could not be conducted due to the following reasons:

- (i) Refresher course in Bio- Sciences which was scheduled to be held from 8/9/2010 to 28/9/2010 was postponed due to insufficient numbers of application received by ASC (7 nos.) only. The course was then rescheduled to 24/2/2011 - 16/3/2011 and re-advertised with this new date, however only 13 nos. of application was received, adding the number to 20. Due to the lukewarm responses, the Refresher Course in Bio-Sciences has to be cancelled.

ASCAC2011:6-2C (i): *The Head, Deptt. of Sociology, expressed dissatisfaction over the lukewarm responses by college/university teachers to apply for the Refresher Course in Biosciences and suggested that incase, this year too, the response is not encouraging, in the next proposal to be send to UGC, the same may be excluded. The Committee took note of the justification and accepted the suggestion.*

D. Construction of ASC Building:

The construction of the ASC Guest House which was scheduled to complete on March 2011 is behind the scheduled time. It may be mentioned that the Grants of Rs. 40.00 lakhs received for meeting the initial expenditure for constructing the ASC Guest House has been utilized. Progress Report and Utilization Certificate have been submitted for claiming the committed amount of Rs.35.00 lakhs from UGC to enable the CDD to complete the work.

ASCAC2011:6-2D: *The Committee took note of the above and advised the Director to follow up with UGC for remaining 35 lakhs grant and with CDD for speedy completion of the building.*

E. Implementation of 6th Pay Commission for the Non-Teaching Staffs of ASC:

On the approval of the Hon'ble Vice-Chancellor, NEHU the Non-Teaching Staffs of ASC were allowed to draw their pay in the new scales with effect from February 2011 along with Arrears in retrospect from the date of taking charge of their posts i.e. 2007 onwards. The total arrears payable to the Non-teaching staff is Rs. 17,68,724/-. However, only 38% of the 100% arrears were cleared on 31st March 2011 due to non-availability of funds under the salary head. It may be mentioned that the UGC on 31st March, 2011 sanctioned and grant additional amount of Rs. 10.00 lakhs towards "salary head" to enable ASC to clear a portion of the arrears. While as the remaining 62% arrears will be cleared in this current financial year 2011-12, subject to availability of funds.

(81) 316(19)

ASCAC2011:6-2E: *The Committee took note of the above and accepts the report.*

IV. ASC- Guest House Fees: Recently, University authority request the ASC to remit the Guest House Fees collected from the participants who attended Refresher Courses/Orientation Programmes etc conducted by ASC. It may be mentioned that since inception of the Guest House at Bijni Complex (August/September 2008) the Guest House fees generated has been accumulated to the tune of Rs.8,62,785/- (upto March 2011). On March 21, 2011 this amount of Rs. 8,62,785/- (Rupees Eight lakhs sixty-two thousand seven hundred eighty-five) only was remitted to the University vide cheque No.077989 dated 21-3-2011 in favour of the Finance Officer, NEHU.

ASCAC2011:6-2F: *The Committee took note of the above and accepts the report.*

3. Reporting Items:

A. Proposal submitted to UGC for conducting Refresher Courses and Orientation Programmes during 2011-12 (Annexure – II):

a) Refresher Courses (RCs)

Refresher Courses
1. Biotechnology
2. Botany
3. Chemistry
4. Folkloristic & Semiotics (Inter Disciplinary)
5. Economics
6. Education
7. English
8. Geography
9. Hindi
10. History
11. Library & Information Sciences
12. Mathematics (Inter Disciplinary)
13. Political Science
14. Sociology
15. Zoology
16. Commerce
17. Biosciences (Inter Disciplinary)

b) Orientation Programmes (OPs)

Orientation Programmes
Orientation Programme (General) – 4 Nos.
Orientation Programme (Information Technology) – 1 No.

c) Principal's Workshop/Short Term Course:

Short Term Courses: 4 Nos.
Principal's Workshop – 1 No.

B. Courses allotted by UGC during 2010-11 vide letter No. F.No.23-1/2011(ASC), dated 2nd April, 2011 (Annexure – III):

Name of the Programme	Programmes allocated by the UGC

3:6 (20)

Orientation Programmes	5 Nos. of Orientation Programmes
Refresher Courses	1. Biosciences & Biotechnology (Inter Disciplinary)
	2. Botany
	3. Chemistry
	4. Commerce
	5. Economics
	6. Education
	7. English
	8. Geography
	9. Geography
	10. Hindi
	11. Library Science
	12. Mathematics
	13. Political Science
	14. Sociology
	15. Zoology
	16. Tribal Studies*
Short Term Courses	4 nos. + 1 no. (on Disaster Management)**

(N. B.: UGC approved only 15 RCs out of the 17 RCs subjects proposed by the UGC-ASC, NEHU. It may be noted that RC in Biosciences and RC in Biotechnology were merged together as RC in Biosciences & Biotechnology. The other subject which was not approved is RC in Folkloristic & Semiotics. Moreover, besides the approved subjects, UGC directed ASC, NEHU to conduct 1 Refresher Course in Tribal Studies* and 1 Short Term Course in Disaster Management** during this current financial year 2011-12).

ASCAC2011:6-3A-3B: Approved.

C. Appointment of Non-teaching staff:

On the recommendation of the duly constituted Selection Committee of the University the Non-teaching staffs of Academic Staff College were appointed against the 7 Nos. of UGC-sanctioned posts i.e. (i) Section Officer (ii) Senior Assistant (iii) Junior Assistant (iv) Computer Operator (v) Professional Assistant (Library Cadre) (vi) Peon (vii) Hostel Attendant under Plan posts. Subsequently, steps were taken by the UGC to convert all 'Plan posts' into 'Non-Plan posts' (Annexure-IV). It may be mentioned that the UGC in its 472th meeting held on 27.09.2010 (Annexure-V) has deferred merging the 'Plan posts' to 'Non-plan posts' and resolved to continue to support the sanctioned posts in the ASCs of Central Universities under Plan Grant; this decision overrules the UGC letter No.27-1/2005 (ASC) dated 6th June, 2007. As decided by the UGC that all ASCs established in Central Universities will continue through this current XIth Plan to the XIIth Plan.

Since their appointment was made up to XIth Plan period it is proposed that their appointment/services should be continued on same terms and conditions for another Plan period i.e. with effect from 1.4.2012 to 31.3.2017.

The matter is placed before the Advisory Committee for consideration and approval.

ASCAC2011:6-3C: The Advisory Committee considered the above proposal while observing that the appointment was made up to XIth Plan period on the recommendation of the duly constituted Selection Committee of the University, it is therefore approved that their appointment/ services will be continued on same terms and conditions for another Plan period i.e. with effect from 1.4.2012 till continuation of the Scheme as per UGC Guidelines for ASCs.

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D. **Short Term Course:** The ASC conducted one Short Term Course for the year 2010-11 Intellectual and Property Rights. Altogether 47 Nos. of participants comprising of faculty from NEHU, ICAR, research scholars attended the Course held from 6th – 7th September, 2010.

ASCAC2011:6-3D: *The Committee took note of the above and expressed satisfactory.*

4. **Approval for conducting the following Courses/Programmes:** The Advisory Committee is requested to grant approval for conducting the following Refresher Courses / Orientation Programmes and Short Term Courses as sanctioned by the UGC, New Delhi, for the year 2011-12:

Refresher Courses			
Sl. No.	Course Name	Dates	Course Coordinator
1	Refresher Course in Library and Information Science *	27/4/2011 to 17/5/2011	Prof. M. Masoom M Raza, Deptt. of Library & Info. Sciences, NEHU, Shillong Tel: 0364-2723141; 9774480727 (M); masoomr@yahoo.com
2	Refresher Course in Hindi	20/5/2011 to 9/6/2011	Dr. D. K. Choubey, Department of Hindi, NEHU, Shillong Tel: 0364-2723517; 9436312134 (M); dkchoubey@live.com
3	Refresher Course in Education	30/5/2011 to 19/6/2011	Dr. C. Nongbri, Department of Education, NEHU, Shillong Tel: 0364-2723346; 9436102123 (M); creamlimon@gmail.com
4	Refresher Course in Botany	23/8/2011 to 12/9/2011	Dr. L. Kharlukhi, Department of Botany, NEHU, Shillong Tel: 0364-2722218; lkharlukhi@rediffmail.com
5	Refresher Course in Sociology	1/9/2011 to 21/9/2011	Dr. I. L. Aier, Department of Sociology, NEHU, Shillong Tel: 0364-2723047; 9436178501 (M); ila@yahoo.com
6	Refresher Course in Economics	12/9/2011 to 2/10/2011	Dr. B. K. Dutta, Department of Economics, NEHU, Shillong Tel: 0364-2723185/ 9863095237 (M); dutta.bijit@rediffmail.com Dr. U. K. De, Co-Course Coordinator, Tel:0364-2723182; de_u@yahoo.com
7	Refresher Course in Biotechnology & Biosciences **	10/10/2011 to 30/10/2011	Prof. B. K. Sharma, School of Life Sciences, NEHU, Shillong Tel: 0364-2722314; 9436110599 (M), bksharma@nehu.ac.in Dr. S. R. Joshi, Co-Course Coordinator Tel: 0364-2722405; srjoshi2006@gmail.com
8	Refresher Course in Geography	31/10/2011 to 20/11/2011	Prof. D. K. Nayak, Department of Geography, NEHU, Shillong Tel: 0364-2723207; 9436103290 (M), dknak@rediffmail.com
9	Refresher Course in Chemistry	14/11/2011 to 4/12/2011	Dr. T. S. Basu Baul, Department of Chemistry, NEHU, Shillong Tel: 0364-2722626; 9436118016 (M), basubaul@nehu.ac.in

3:6(22)

10	Refresher Course in Political Science	14/11/2011 to 4/12/2011	Dr. S. Sengupta, Department of Political Science, NEHU, Shillong Tel: 0364-2723032; ssg62@rediffmail.com
11	Refresher Course in History	21/11/2011 to 11/12/2011	Dr. Shobhan N. Lamare, Department of History, NEHU, Shillong Tel: 0364-2723012; 9863081945 (M)
12	Refresher Course in Commerce	21/11/2011 to 11/12/2011	Dr. V. K. Shrotriya, Department of Commerce, NEHU, Shillong Tel: 0364-2723167; 9436335581 (M); vkshro@gmail.com
13	Refresher Course in Zoology	24/11/2011 to 14/12/2011	Prof. N. Saha, Department of Zoology, NEHU, Shillong Tel: 0364-2722322; 9436100836 (M); nsaha@nehu.ac.in
14	Refresher Course in Mathematics	25/11/2011 to 15/12/2011	Dr. M. Ansari, Department of Mathematics, NEHU, Shillong Tel: 0364-2722709; 9436163816 (M); mansari12_2006@yahoo.co.in
15	Refresher Course in English	23/2/2012 to 14/3/2012	Dr. Utpala Sewa, Department of English, NEHU, Shillong Tel: 0364-2723507; 9436104004 (M); utpalasewa@yahoo.com
16	Refresher Course in Tribal Studies ***	23/2/2012 to 14/3/2012	Dr. G. Ranjan, Department of Anthropology, NEHU, Shillong Tel: 0364-2723104; 9436997824 (M) geetikaranjan@yahoo.co.in

(The above dates have been finalized in consultation with the concerned Departments)

Orientation Programmes			
Sl. No.	Programme Name	Dates	Coordinator
1	14th Orientation Programme	2/5/2011 to 29/5/2011	Dr. Quendarisa Kharbuli, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721404; 9863061750 (M); quenda_asc@nehu.ac.in
2	15th Orientation Programme	2/5/2011 to 29/5/2011	Dr. Kuheli Biswas Das, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721403; 9436100155 (M); kuhelibd_asc@nehu.ac.in
3	16th Orientation Programme	4/7/2011 to 31/7/2011	Dr. Quendarisa Kharbuli, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721404; 9863061750 (M); quenda_asc@nehu.ac.in
4	17th Orientation Programme	4/7/2011 to 31/7/2011	Dr. Kuheli Biswas Das, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721403; 9436100155 (M); kuhelibd_asc@nehu.ac.in
5	18th Orientation Programme	23/2/2012 to 21/3/2012	Dr. Kuheli Biswas Das, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721403; 9436100155 (M); kuhelibd_asc@nehu.ac.in

316(23)
Short-term Courses

Sl. No.	Course Name	Dates	Coordinator
1	Short-term Course for Academic Administrators	20/6/2011 to 25/6/2011	Prof. Rakesh Mohan, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721401; 9436386178 (M); rakeshmohan@nehu.ac.in
2	Short-term Course in Research Methodology for Non-science Faculty/Scholars	8/8/2011 to 13/8/2011	Dr. Quendarisa Kharbuli, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721404; 9863061750 (M); quenda_asc@nehu.ac.in
3	Short-term Course in Research Methodology for Science Faculty/Scholars	8/8/2011 to 13/8/2011	Dr. Kuheli Biswas Das, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721403; 9436100155 (M); kuhelibd_asc@nehu.ac.in
4	Short-term Course in Disaster Management	To be announced	Prof. Rakesh Mohan, UGC-Academic Staff College, NEHU, Shillong Tel: 0364-2721401; 9436386178 (M); rakeshmohan@nehu.ac.in

ASCAC2011:6-4: *Approved.*

5. **Approval for the Annual Progress Report:** The Annual Progress Report of the UGC-ASC for 2010-11 (Annexure - VI) is placed before the Advisory Committee for its kind consideration and approval.

ASCAC2011:6-5: *Approved.*

6. **Approval for Annual Accounts/Utilization Certificate:** The Annual Accounts/Utilization Certificate of the UGC-ASC for 2010-11 (Annexure - VII) is placed before the Advisory Committee for its kind consideration and approval.

ASCAC2011:6-6: *The Advisory Committee considered the Annual Accounts/Utilization Certificate of the UGC-ASC, NEHU for 2010-11 and approved as proposed.*

7. UGC, New Delhi has directed ASC, NEHU to conduct 1 **Short Term Course** on the topic of "Disaster Management" for college/university teachers during 2011-12. In this regard, the Academic Advisory Committee may kindly grant approval for the same.

ASCAC2011:6-7: *Approved.*

8. UGC vide its letter No.23-1/2011 (ASC) dated 7th April, 2011 (Annexure-VIII) conveyed the direction of the UGC Expert Committee to all ASCs to conduct a **Refresher Course in Tribal Studies**. The dates have been fixed from 23/2/2012 to 14/3/2012. The same is placed before the Academic Advisory Committee for its approval.

ASCAC2011:6-8: *Approved. Further, the Principal, St. Edmund's College, Shillong suggested the ASC to explore the possibility to collaborate with Institutions who are expert in the fields of Tribal studies while organizing the Refresher Course.*

9. **Transport facility:** The Director approaches the University authority to allot a vehicle for the ASC to utilize for its official purposes. The University considered the request and offered a Jeep which is to be auctioned and valued at Rs. 27, 000/-. Since, ASC do not have provision to take possession of the offered vehicle, a request was made to the University to reconsider allotting the vehicle without any charges whatsoever. The ASC can only meet nominal expenses under the "Working Expenses" head for salary of Driver on contractual basis/daily wages, P.O.L. and minor running repair works.

ASCAC2011:6-9: Since, the matter lies solely with the University authority, the Committee advised the Director to take up with it.

10. **Any other matter(s) with the kind permission of the Chair.**

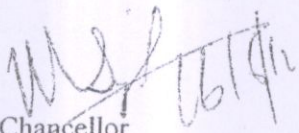
(a) **Health Care Facility:** Since inception of the ASC, the non-teaching staffs were unable to enjoy the Health clinic facility available in the University at par with its employees. As the non-teaching staffs of ASC do not enjoy Medical claims or any reimbursement towards medical treatment, extension of the same available health clinic facility may be considered.

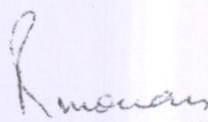
ASCAC2011:6-10(a): The Committee took note of the above and express it's concerned for the non-teaching staff of ASC. Since, there is no MOU signed between the UGC-ASC, NEHU with the University it was suggested that the same provision may be extended to ASC employees as extended to contractual employees.

(b) **Relaxation on Air India airfare for the Resource persons:** Approval is sought from the Advisory Committee to allow all External Resource Persons to travel by the cheapest airfare available while coming to deliver lectures in programmes conducted by ASC, NEHU.

ASCAC2011:6-10(b): Withdrawn.

At the close of the meeting, the Chairman thanks all the members of the Advisory Committee for attending the meeting and at the same time expressed appreciation to the works rendered by the staff of UGC-ASC, NEHU.


Vice-Chancellor
Chairman
Academic Advisory Committee
UGC-ASC, NEHU


(Rakesh Mohan) 16/6/11
Director/Convener
Academic Advisory Committee
UGC-ASC, NEHU

(vii) Enhancement of Licence Fee.

The University has accorded permission to the following persons for setting up of stalls as indicated below to cater to the needs of the students teachers, staff of the University. In absence of the stalls constructed by the University, these people are allowed to erect their own structures and pay Licence fee at the rate of Rs. 100/- per annum. This rate was fixed some 20 years ago and it is still in force. Since these stalls are still required to cater to the needs of the University community, and the University has not been able to construct the stalls, it was decided administratively that the Licence fee payable by these stall owners be revised keeping in view the raise in the cost of everything. The new rates will come into force with immediate effect. These stalls shall remain to function until further orders.

Sl.No.	Name of stall owners/type of stall	Revised monthly rate of Licence fee.
1.	Smti. H.Nongsiej, Teastall near Gate No.4	Rs. 400/-
2.	Smti. C.Thangkiew, Restaurant near Saramati Hostel.	Rs. 500/-
3.	Smti. P.Marbaniang, Teastall near Pol.Sc. Deptt.	Rs. 400/-
4.	Shri G.K.langrai, Xerox Stall near History, Deptt.	Rs. 400/-
5.	Shri F.Basaiawmoit, Xerox Stall near Science Lecture Hall	Rs. 400/-
6.	Smti K.Wanniang, Small grocery shop, near Sensiar Hostel	Rs. 400/-
7.	Smti. Ibandari Warjri, Small panshop near Maintenance Cell	Rs.100/-
8.	Smti. Ridalem Mawjaw, Telephone Booth & Xerox stall	Rs. 500/-

The matter is placed before the Executive Council for ratification.

6: - ADMINISTRATIVE MATTERS:

6:2: - Appointment/Creation/Up-gradation of post/
Confirmation/Extension/Option/Transfer/Release
/Termination etc.

(vii) Engagement of Legal Officer.

The Executive Council in its 149th meeting held on 25th November, vide resolution No:EC:149:2011:6:2(xvi), considered the engagement of Legal officer and resolved to engage Dr.Tiloik Dasgupta on part time basis. The Council authorized the Vice-Chancellor and the Registrar to work out the term and conditions of engagement.

After having discussion with the Registrar, Dr. Dasgupta submitted his willingness to accept the offer with the terms and condition Specified in the advertisement (Annexure-I). The Terms and conditions as appeared in the advertisement are as follows:-

1. The appointment shall be initially for a period of 1(one) year on a consolidated pay of Rs.25000/-per month.
2. The incumbent shall have to assist University's legal Counsel in the Court cases of the University. He will render legal advice to University on matter referred to him by the University authority.
3. He will prepare para wise comments for defending University cases in the Court.
4. The working hours shall be form 9 A.M. to 1.P.M. or 1-5 P.M. as the case may be and he should make himself available in the University in time of need.

In view of the above, the Council may like to consider the engagement of Dr. Tilok Dasgupta as Legal Officer on part time basis with the terms and conditions mentioned ibid .

The matter is placed before the Council for consideration.

G.2.F(2)

Annexure - I

137

Dr. Tilok Das Gupta

M. A., LL. B., Ph. D.

Advocate

GAUHATI HIGH COURT

Shillong Bench

Residence :

"PANORAMA"

Upper Laban, P.O. : Laban

Shillong - 793 004

Tel : 0364-2229067 (R)

0-94361-01156 (M)

E-mail : tilokdasgupta@yahoo.co.in

Ref. No.....

Date.....

To,

The Registrar,

North-Eastern Hill University,

NEHU Campus, Shillong-793022.

19thMar,2012

Sub: Offer of appointment to the Post of Legal Officer (Part-Time) and the acceptance thereof.

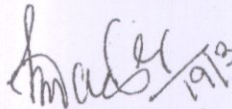
Sir,

While gratefully acknowledging the offer of the august Executive Council, NEHU, pertaining to my candidature for the abovementioned Post, I have the honour to inform you that as per verbal instruction of the authority(s) concerned, I had met the incumbent Legal Officer, NEHU, Shri T.R.Lyngdoh on 12.03.2012 and got duly apprised by the latter as to the nature of the assignment and the duties attached thereto. Though indisputably, it has transpired from the aforesaid briefing / interaction that the nature of the said assignment may call for an involvement of longer duration on day to day basis than what had been specified in the advertisement dated, 5th August,2011. Howsoever, keeping my other existing engagements in view, I, hereby, communicate my willingness and acceptance to join in the said post in the light of the terms and conditions specified in the relevant advertisement for Part-Time engagement and my application to that effect.

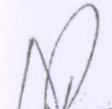
Kindly acknowledge receipt.

Thanking you,

Yours faithfully,


(TILOK DASGUPTA)

DR (G.A. II)
Jammalidoh
Part time up.
T
24/3/12


969
20/3/12

6: - ADMINISTRATIVE MATTERS:

6:3: - Leave/Deputation:

- (i) Extension of period of lien in respect to Dr. S.M.Bendra, Professor, Department of Statistics, NEHU, Shillong.

On having been appointed to the post of Professor at the Indian Statistical Institute, Tezpur Centre Assam. Dr.S.M.Bendre was granted lien for a period of 1(one) year w.e.f.28.04.2011 (AN) vide Annexure 'A'.

Dr. S.M.Bendre has now requested the University to extend her period of lien for a further period of 6 (six) months effective from 27.04.2012 as her confirmation in the Institute will take some time (Annexure 'B').

The matter is therefore placed before the Council for consideration.

613.1(2)

ANNEXURE-0A



पूर्वोत्तर पर्वतीय विश्वविद्यालय

Phone :

Grams : NEHU

पू. प. विवि. परिसर, शिलांग-७९३०२२ (मेघालय)

North-Eastern Hill University

NEHU Campus, Shillong - 793 022 (Meghalaya)

No. 17/254/Estt.II/2009

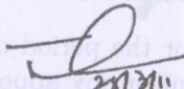
1525

Dated 29/3/2011 March, 2011

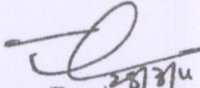
ORDER

Consequent upon the appointment of Prof. S.M.Bendre to the post of Professor at the Indian Statistical Institute, Tezpur, Assam, the Vice-Chancellor, subject to the ratification by the Executive Council, is pleased to relieve Prof. S.M.Bendre from the post of Professor, Department of Statistic NEHU, Shillong w.e.f. 27.04.2011(AN) on lien for a period of one year against the substantive post held by her in the University.

During the period of lien, either the employer or Prof. S.M.Bendre is required to remit the monthly leave salary and pension contribution, GPF subscription and any other deductions regularly to this University.


Deputy Registrar
Establishment II.

1. The Director, Indian Statistical Institute, 203 Barrackpore Trunk, Road Kolkata – 700108, India.
2. Dr. S.M.Bendre Professor Department of Statistic Department NEHU, Shillong.
3. The Dean, School of Physical Sciences NEHU, Shillong.
4. The Head, Department of Statistic, NEHU, Shillong.
5. The Finance Officer, NEHU, Shillong.
6. The SPS to the Vice-Chancellor, NEHU, Shillong.
7. The PS to the Pro-Vice Chancellor, NEHU, Shillong
8. The PS to the Registrar, NEHU, Shillong.
9. The Assistant Registrar, (Fin-Salary), NEHU, Shillong.
10. The Section Officer, Establishment –II (B), NEHU, Shillong
11. Personal file.


Deputy Registrar
Establishment II.

85

Sushama M. Bendre
Indian Statistical Institute,
North-East Centre, Tezpur 784028

March 7, 2012

To,
The Vice-Chancellor
North-Eastern Hill University,
Shillong 793022

Through : The Head, Dept of Statistics, NEHU

Dear Sir,

With reference to the Order No. 17/254/Estt.II/2009/1525 dated 29th March 2011, I am on lien for a period of one year from April 28, 2011 till April 27, 2012 against the post of Professor, Department of Statistics, NEHU to take up the appointment of Professor at the Indian Statistical Institute, North-East Centre, Tezpur.

I am on probation for the period of one year at Indian Statistical Institute and the formalities to confirm my appointment may not be over before my lien ends on April 27, 2012.

I, therefore, request you to extend my lien by six months, till October 27, 2012. In the event of my confirmation by Indian Statistical Institute before October 27, 2012, I shall terminate my lien and render technical resignation of my services in NEHU.

Your sincerely,

Sushama M. Bendre

DR (S) [Signature]
14/3/12

2929
14/3
14/3/12

Forwarded
[Signature]
13/3/12



SO
14/3/12

(ii) Study Leave in respect of Shri J.Binong, Assistant Professor, Department of Electronic Communication Engineering(ECE)

- Shri. J. Binong, Assistant Professor, Department of Electronic Communication Engineering (ECE) was sanctioned 2 years Study Leave w.e.f. 1.4.2010 to pursue Ph.D. Programme at Tezpur University approved by 140th Executive Council resolution No.140:2010:6:3: (i) and the period expires on 31.3.2012.
- Juwesh Binong vide his letter No. Nil dated 19.3.2012 has requested for extension of his study leave for a period of one year w.e.f. 1.4.2012 to 31.3.2013 duly recommended by the Head, ECE and Dean, School of Technology (Annexure – I)
- He has submitted the required progress report of the research guide as required under Sub Clause (i) of Clause 10 of Ordinance OC-6 (Annexure –II)
- In term of Sub Clause (ii) of Clause 10 of Ordinance OC-6 the Executive Council on the recommendation of the Head of department and School Board shall grant Study Leave upto a period of 3(three) years. The Dean, School of Technology in the body of the application dated 19.3.2012 has recommended the study leave subject to ratification by the School Board.
- In view of the period of two years which expires on 31.3.2012 the request for extension of study leave for 1(one) year w.e.f. 1.4.2012 is placed before the Executive Council for consideration.

6.3.2(2)

Date : 19-03-2012

To,

The Chairman
School Board,
School of Technology,
NEHU, Shillong-22

(Through the Head, Dept of ECE, NEHU)

Subject: To recommend my application for extension of study leave, request for.

Ref.: No. F.7-116/Acad/SL/ECE/2010-2205, dated 9.3.2012.

Sir,

With reference to the subject cited above, I would like to inform you that I had applied for extension of my study leave w.e.f 1st April, 2012. The above mentioned application was forwarded and recommended by both head , department of ECE and the dean , School of Technology and was submitted to deputy registrar (academic) for further action. But the application has been returned to me by deputy registrar (academic) seeking recommendation from the school board. In this regard, I am requesting you to do the needful so that I can resubmit the application.

I would like to inform you that my leave is ending on 31st march, 2012. Therefore an early action will be very much convenient for me.

Thanking you, sir

Yours Sincerely

[Signature]

(JUWESH BINONG)
Assistant Professor
Dept of ECE,
NEHU, Shillong-22.

*Forwarded with
Recommendation*

[Signature]
19/03/12

*calls will be placed in the
ext subject board in the
ratification of the school board
his application may be
numbered
14/03/12*

Existing.

Amended.

<p>time and 180 days in all may be otherwise on medical certificate. Such leave may be debited against the half-pay leave earned by him subsequently. Provided that the teachers who are appointed on probation against substantively permanent posts be treated as 'Probationers' for the purpose of granting leave not due.</p> <p>ii. Leave not due shall not be granted unless the Vice-Chancellor is satisfied that as far as it can reasonable be foreseen, the teacher will return to duty on the expiry of the leave and earn the leave granted.</p> <p>iii. A teacher to whom leave-not-due is granted shall not be permitted to tender resignation from service so long as the debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as pay or allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill-health incapacitating the teacher for further service, refund of leave salary for the period of leave to be earned may be waived by the Executive Council. Provided that the Executive Council may, in any other exceptional case, waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.</p>	<p>time and 180 days in all may be otherwise on medical certificate. Such leave may be debited against the half-pay leave earned by him subsequently. Provided that the teachers who are appointed on probation against substantively permanent posts be treated as 'Probationers' for the purpose of granting leave not due.</p> <p>ii. Leave not due shall not be granted unless the Vice-Chancellor is satisfied that as far as it can reasonable be foreseen, the teacher will return to duty on the expiry of the leave and earn the leave granted.</p> <p>iii. A teacher to whom leave-not-due is granted shall not be permitted to tender resignation from service so long as the debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as pay or allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill-health incapacitating the teacher for further service, refund of leave salary for the period of leave to be earned may be waived by the Executive Council. Provided that the Executive Council may, in any other exceptional case, waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.</p>
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<p>Study Leave 10.</p> <p>Study leave may be granted after a minimum of 3 years of continuous service to pursue a special line of study or research directly related to her/his work in the University or research in interdisciplinary areas of study or to make a special study of the various aspects of University organization and methods of education. The paid period of study leave shall be for 3 years, but 2 years may be given in the first instance, extendable by one more year, if there is adequate progress as reported by the research Guide. The number of teachers given study leave shall not exceed 20% of the total strength of the Department/Centres. For the purpose of calculation of the above percentage, teachers, both on study leave and sabbatical leave shall be taken into account. Provided that the Executive Council may, in the special circumstances of a case, waive the condition of three years service being continuous.</p> <p>Explanation: In computing the length of service, the time during which a person was on probation may be reckoned provided there is no break in her/his service in the University.</p> <p>Study leave shall be granted by the Executive Council on the recommendation of the concerned Head of the Department/Centres and the School Board. The leave shall not be granted for more than three years in one spell, save in very exceptional cases in which the Executive Council is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University.</p> <p>Study leave shall not be granted to a teacher who is due to retire within five years of the date on which she/he is expected to return to duty after the expiry of study leave.</p> <p>Study leave may be granted not more than twice</p>	<p>10. Study Leave</p> <p>i. Study leave may be granted after a minimum of 3 years of continuous service to pursue a special line of study or research directly related to her/his work in the University or research in interdisciplinary areas of study or to make a special study of the various aspects of University organization and methods of education. The paid period of study leave shall be for 3 years, but 2 years may be given in the first instance, extendable by one more year, if there is adequate progress as reported by the research Guide. The number of teachers given study leave shall not exceed 20% of the total strength of the Department/Centres. For the purpose of calculation of the above percentage, teachers, both on study leave and sabbatical leave shall be taken into account. Provided that the Executive Council may, in the special circumstances of a case, waive the condition of three years service being continuous.</p> <p>Explanation: In computing the length of service, the time during which a person was on probation may be reckoned provided there is no break in her/his service in the University.</p> <p>ii. Study leave shall be granted by the Executive Council on the recommendation of the concerned Head of the Department/Centres and the School Board. The leave shall not be granted for more than three years in one spell, save in very exceptional cases in which the Executive Council is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University.</p> <p>iii. Study leave shall not be granted to a teacher who is due to retire within five years of the date on which she/he is expected to return to duty after the expiry of study leave.</p>
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6:4: - Disciplines:

- (i) Report on an allegation of large scale corruption in the internet installation in the North-Eastern Hill University, Shillong.

An allegation of large scale corruption by Prof. M. Miri, the then Vice-Chancellor, NEHU had been made by one B. Swer, Upland Road, Laitumkhrach, Shillong vide his letter dated 12.2.2004 (**Annexure I**). The same was forwarded by Dr. Asha Kiran, Dy. Secretary UGC to the University vide her letter No.F.7-2/2003(CU) dated __ March, 2004 (**Annexure II**). In this connection the University had submitted a full report to Mr. V. Kannan, Director, Central Vigilance Commission, Govt. of India, vide letter No.2-5:CVO:Regr:2005:58 dated 25.4.2005 (**Annexure III**).

On receipt of the above report Mr. V. Kannan informed Dr. D.T. Khathing, the then Chief Vigilance Officer vide office Memorandum No.004/Edn/028/9854 dated 24.5.2005 (**Annexure IV**) that considering the fact and circumstances of the case the Central Vigilance Commission would treat the matter as closed. Incidentally the University was also advised that such limited tenders purchases should not be resorted to which would certainly give rise to complaints of this type.

However, the matter was revived after the works in question were inspected on 31.7.2007 and 1.8.2007 by the officers of CVC. Their observations are at **Annexure V**. As may be seen from **Annexure VI** (being letter from Shri Rajesh Yadav, Dy. Secretary, MHRD dated 4.5.2010) and from **Annexure VII**, (being letter from Shri K.S. Mahajan, Under Secretary, MHRD dated 13.5.2010) the conclusion of the CVC is that the report furnished by CVO NEHU has not brought out any new facts. The CVC therefore advised MHRD to identify the officials and fix responsibility. A number of letters have been received from the MHRD, the latest being No.F8-14/2009-Desk(U) dated 6.1.2012 from Mr. Ramji Pandey, Under Secretary, MHRD addressed to the

Vice-Chancellor, NEHU (**Annexure VIII**) and letter No.C-13011/60/2005-VIG dated 16.1.2012 from Shri K.S. Mahajan, Under Secretary, MHRD (**Annexure IX**). On receipt of these letters, the present Chief Vigilance Officer, Prof. B. Myrboh, examined the matter in depth and offered his comments on the observations of the CTE vide his letter No.7-3/CVO/SH/NEHU/2011-2 dated 27.1.2012 (**Annexure X**).

It may be seen that the para-wise comments of Prof B. Myrboh, CVO, NEHU had clearly brought out the fact that the requirement that open tender should be invited has been observed in spirit if not in letter as a total of 6 (six) firms of repute whose specialized in such projects were invited to quote for the work. The technical justification of awarding the work to TCL is also clear as the same had been vetted by Director, IIT Guwahati. It may be mentioned that the IIT, Guwahati which possesses the best acknowledged technical expertise in North East had specifically recommended TCL .The observation of CTE that there is a possibility of the contract having been awarded to the firm at a higher rate has also been clearly excluded in Prof. Myrboh's comments where he had stated that the rates negotiated by NEHU were comparatively lower than similar orders placed by other institutions.

No response to this letter has been received from the MHRD so far.

Opinion of the Legal Cell of the University is also annexed (**Annexure XI**).

It is therefore submitted that the University is collectively responsible for the decisions in question and identification of officials or fixing of responsibility cannot be done.

The matter is placed before the Executive Council for its information.

6:4:1(3)

ANNEXURE - I

S. N. B. (FR)

35 (1)

Dy. 590/04/00

11/8/04

DIARY NO. 1433A.S.

Date 10/3/04

CHAIRMAN'S SECRETARIAT
 Dy. No. 587
 8 MAR 2004
 University Grants Commission

B. Swer
 Upland Road
 Laitumkhrab
 Shillong 793 003, Meghalaya

February 27, 2004

Prof. Arun Nigavekar
 Chairman
 University Grants Commission
 Bahadur Shah Zafar Marg
 New Delhi 110 002

Sub.: Large scale corruption in the internet installation in the North Eastern Hill University, Shillong

Sir

We would like to bring to your kind notice the large scale corruption and mismanagement in the installation of internet and the communication system in the North Eastern Hill University.

The University has recently installed an Internet and telecommunication system in its campus at Shillong. The cost of this work was about Rs. 50 lakhs. However, no tenders were floated, and this work of Rs. 50 lakhs was given to a private party without any competitive bidding. The entire work, which is of technical nature, was done under the supervision of Dr. R. N. Sharan (copy enclosed) who is a teacher in the Biochemistry Department of the University, and has no technical qualifications for this work. He is merely a front man for the Vice Chancellor, Dr. M. Miri, and passes on the bribes from the contractors to the Vice Chancellor.

The University has a full fledged Computer centre. However, the Computer centre has never been involved in setting and maintaining the Internet facility. The reason is that there is large scale corruption in the purchase of various

1/10/04

6:4:1(4)

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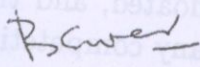
computers etc, and this is done directly by the Vice Chancellor through his front man Dr. R. N. Sharan, who has been made official incharge of this facility. There are no qualified people managing this facility, with the result that the facility never works. As a result the students and teachers cannot use this facility, and the entire amount of nearly half a crore has gone down the drain. The front man of the VC, namely Dr. Sharan, has got a connection even at his residence, whereas most of the teachers cannot even access it.

The UGC has recently initiated a programme to provide electronic access to various scientific journals. However, this remains inaccessible to the most teachers and students as the Internet facility in the University never works. This can be seen from the fact that even the Head of the Information and Library sciences, Mrs. Veena Sarafi, has been forced to use private email addresses to circulate notices about the electronic journals. And all this while Dr. Miri and his frontman, Dr. Sharan, are swindling the University. This Central University has become a laughing stock in the eyes of the public, thereby damaging the image of the Central Govt.

I am writing this letter to request you to kindly initiate a thorough probe into the large scale corruption by the VC, Dr. Miri and his frontman Dr. Sharan, so that action under law can be taken against them for large scale corruption. It is requested that this be done at the earliest so that Dr. Miri does not escape.

Thanking you,

Yours faithfully



B. Swer

G.4:1(5)

~~Total~~ ~~208~~ ~~251~~ (3)
ANNEXURE - II



ज्ञान-विज्ञान विमुक्तये
UNIVERSITY GRANTS COMMISSION
BAHADURSHAH ZAGAR MARG
NEW DELHI-110002

No.F.7-2/2003(CU)

✓ The Vice Chancellor
North Eastern Hill University
NEHU Campus
Shillong - 793 022

March, 2004

Registered
Mukul Kumar
29/3/2004

Sub:- Large scale corruption in the Internet Installation in the North Eastern Hill University, Shillong.

Sir,

I am directed to enclosed herewith a copy of the letter received from Shri B. Swer, which is self explanatory and request you to send your comments (para-wise) to facilitate this office to take further necessary action in the matter.

Yours faithfully,

(Dr. Asha Kiran)
Deputy Secretary

Encl.: As above

6:4:1(6)

ANNEXURE - III
(A)



पूवोत्तर पर्वतीय विश्वविद्यालय

पू. प. विवि. परिसर, शिलांग-७९३०२२ (मेघालय)

0364

2551497(R)

Fax: 0364 2551634

e-mail: khathing@nehu.ac.in

North-Eastern Hill University

NEHU Campus, Shillong - 793 022 (Meghalaya)

Professor D.T. Khathing
Registrar

Confidential

No. 2-5:CVO:REGR:2005

April 25, 2005

Mr. V. Kannan,
Director,
Central Vigilance Commission,
Govt. of India,
Satarkta Bhavan, GPO Complex,
Block A, INA,
New Delhi 110 023

Sub: "Large scale corruption by Dr. M. Miri, Vice-Chancellor, North-Eastern Hill University, Shillong"

Ref: OM dated 1st April, 2005

Dear Mr. Kannan,

On the matter of allegation "Large scale corruption by Dr. M. Miri, Vice-Chancellor, North-Eastern Hill University, Shillong" dated February 12, 2004 by one B. Swer, Upland Road, Laitumkhrah, Shillong, please find the following report:

1. "Large scale construction work by the Vice-Chancellor after resuming office has run into several crores of rupees"

Comments: True. It is thanks to the present Vice-Chancellor (Dr.M. Miri) that infrastructural development work was taken up in earnest. This work was supported under the Non-Lapsable Central Pool of Resources (NLCPR) of the Govt. of India and was for specific projects viz.

- (i) Construction of Additional floor for Social Science Department
- (ii) Construction of Central Library

-: 2 :-

- (iii) Construction of Additional space for Department of Botany, Zoology and Biochemistry
- (iv) Construction of Boundary wall
- (v) Construction of Kendriya Vidyalaya Building
- (vi) Construction of Kendriya Vidyalaya quarters (33 units)
- (vii) Construction of Academic Complex (9 Departments)
- (viii) Construction of Non-teaching staff quarters (12 units)
- (ix) Construction of Multi-use Conventional Hall Complex

The allocation under the NLCPR was Rs.25.00 (Twenty five crores). Except for the Conventional Hall, which final sanction was received only in March 2005, all the others are complete.

Additional construction work with IX Plan grant were the construction of the Administrative Building and construction of teaching/non-teaching quarters.

The process for all new construction works involves a Planning Committee (internal), a Building Committee (members of CPWD and State Electrical Board), endorsement of the Finance Committee (members of MHRD, UGC) and finally approval and sanction by the UGC. This latter is done on the basis of specific plan and drawing estimates.

The University, after more than 30 (thirty) years of functioning from temporary buildings in the city, could finally shift all its P.G. Departments to the main permanent campus.

2. "The Vice-Chancellor ordered an escalation cost of Rs.1.0 Crore on this (Administrative Building) in one go" overruling objection, etc.

Comments: As mentioned above, the final approval and sanction comes only from UGC and unless this process of vetting is done in particular by the Building Committee, where the Vice-Chancellor is not a member/Chairman, no construction proposals are approved/sanctioned.

The original estimate of the Administrative Building was sent to UGC in 1998 for an area of 4755.99 sq.m. amounting to Rs.498.94 lakhs. The UGC allocated only Rs.250.0 lakhs and advised that our construction be limited to this. Accordingly an estimate amounting to Rs.250.00 lakhs was prepared and sent to UGC in 1999, basing on a reduced area of 3897 sq.m. by adopting a low cost index of 148 (Base 100) over the CPWD plinth area rate of 1.1.92.

The limited building area was not sufficient for the Administrative Offices.

After approval from UGC, the Architect submitted the detailed drawing. Owing to the topography of the area, split floors and a second story in the rear side was planned. Later yet another floor was found feasible in the rear (basement).

A case was made again to the UGC for approval to increase the area, with the total built area coming to 5650 sq. m. and total cost Rs.635.43. UGC approved the same vide their letter No.F.7-8/98(CU) dated 15/4/2002.

The question of the VC on his own sanctioning the alleged escalation cost did not occur. The accusation of money being siphoned off is mischievous and with an intention to malign.

3. The University has recently installed a telecom system.

Comments: The University has installed a voice and data networking system, the first of its kind in this region.

The process followed was:-

- (i) The University Purchase Committee on 9.08.2002 met and recommended setting up of an EPABX in the entire campus (permanent campus). A sub-Committee was formed for this. Prof. R.N. Sharan was nominated one of the members.
- (ii) The sub-Committee for setting up of EPABX sent on 10.9.02. Prof. Sharan was nominated the Chairman of the committee. A major resolution passed was: The EPABX being a proprietary item, the Committee feels that it should be treated so and, therefore, open tendering was in the opinion of the Committee not a good approach. Instead the committee recommends that specialized firms of national and international repute such as Alcatel, Siemens, Tata Telecom and L&T should be approached and asked to submit a feasibility report including an estimated budget for executing this project. It is understood that these firms make such feasibility reports at their own cost. The committee recommends that this project be implemented on a "turn key" basis. The Committee also felt that this system and the whole cable networking of the campus will require continuous monitoring and maintenance. Therefore, making an annual maintenance contract (AMC) with the project implementing firm will be desirable.
- (iii) In the Purchase Committee meeting of 8.10.2002, had a detailed discussion on the minutes of the sub-Committee held on 10.9.02 and after deliberations, the following recommendations were made:

- (a) The EPABX being a proprietary items, the Committee feels that we should approach the specialized firms of national and international repute such as Alcatel, Siemens, Tata Telecom, L&T and BSNL to quote their rates for executing the project on turn key basis.
- (b) The Committee recommends a EPABX system with minimum 750 extension basis with provision for further expansion.
- (c) The firms are to specify their terms and conditions for running the project.
- (d) The Committee recommended that 60 days time may be allowed to the firms to submit their rates for the project.
- (e) The Committee also recommended that for queries the party may contact the Registrar at telephone No.2550067 or send e-mail at khathing@nehu.ac.in.
- (iv) Only Two firms viz. Tata Telecom Ltd. & Siemens Ltd. showed interest. BSNL were sent reminders and were contacted on phone by Prof. R.N. Sharan, but declined to make an offer.
- (v) The two firms were called to make a presentation to all members of the NEHU family (Faculty & Officers) on March 7, 2003 for an open evaluation of their proposals. Both firms made their presentation.
- (vi) Purchase Committee on 18.03.2003 approved to consider of proposals received from M/s Tata Telecom & M/s Siemens and recommended negotiation with the firms. Selection to be made subject to availability of funds. The project proposals of the two firms are to be evaluated by ERNET.
- (vii) ERNET was contacted but stated that they are now a society and would be an interested party in the project. Guwahati IIT was contacted and after discussions in the IIT with the Director and his technical personnel, together with Prof. Sharan and Mr. Somananda of VSAT-NEHU, the Tata Telecom offer was recommended.
- (viii) M/s Tata Telecom was awarded the contract.

The allegations made on this subject are imaginary, mischievous and with an intention to malign.

No.004/EDN/028 -9854

Government of India
Central Vigilance Commission

Satarkta Bhavan, GPO Complex,
Block-A, INA, New Delhi,

Dated the 24 MAY 2005

OFFICE MEMORANDUM


Sub: Complaint against Sh. M. Miri, Vice Chancellor, North Eastern Hill University, Shillong.

North Eastern Hill University may please refer to their letter No. 2-5:CVO:REGR:2005:58 dated 25.4.2005 on the subject cited above.

2. Considering the facts and circumstances of the case, the Commission would treat the matter as closed. However, it would advise that such limited tender purchases should not be resorted to which would certainly give rise to complaints of this type.


(V. KANNAN)
DIRECTOR

North Eastern Hill University
(Sh. Darlando T Khathing, CVO),
NEHU Campus,
Shillong-793022
(Meghalaya).


2/06/2005

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No. 005/EDN/052 / 53/56

Government of India
Central Vigilance Commission

Satarkta Bhavan, GPO Complex,
Block-A, I.N.A., New Delhi,
Dated 18.08.2009

OFFICE MEMORANDUM

Sub: Complaint against Prof. M.Miri, the then Vice Chancellor, NEHU, Shillong-Misappropriation of grants-regarding.

Ministry of Human Resource Development may refer to their letter No. C-13011/60/2005. Vig. dated 09.01.2009 on the above subject.

2. The observations of CTE organization on the allegations relating to the work of interlinking of NEHU Laboratory are enclosed. The CVO is requested to furnish his comments on the report.

Rohit Tiwari
(Rohit Tiwari)
Director

Ministry of Human Resource Development,
(Shri Sunil Kumar, JS/CVO),
Shastri Bhavan,
New Delhi.

Encl: As above.

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CVO's comments

On the orders of the Commission, the work was inspected between 31-7-07 to 01-8-07. Work orders amounting to Rs. 1.57 crores were issued as per documents made available at the time of inspection.

Some of the important observations are as under:-

1. No estimate was prepared for the work.
2. Open tender was not invited. Five firms were asked to give their feasibility report alongwith their proposals. Only two firms submitted their proposal.
3. Work was awarded to M/s TCL without a technical evaluation of offers of both the firms on the plea that M/s TCL's Justification was not prepared. Recommendations of Professor of IIT Gauwahati for technical capability of the firm, was also not available in the file and a fresh report was called when the CTE called for the documents to carry out Intensive Examination in March 2007. IIT Professor had only confirmed about the recommendations and did not give a complete report.
4. The possibility of awarding contract at higher rates to the firm cannot be ruled out, as the contractor is still willing to carry out additional work without any escalation (on the previously awarded rates). Additional payment of sales tax and excise duty were also agreed to later while as per quotation of the firm the sales tax and excise duty were included in their quote.
5. Six additional work orders were issued to the same firm for nearly Rs. 73 lacs without call of tenders in addition to original award for Rs. 85 lacs.
6. Rates for some of the items in additional work order were those which were not in the original work order i.e. TV and video conferencing etc.
7. No clear technical specification was framed for the work and technical specification attached with the offer by the firm was also not attached with the LOA.
8. Interest free advance of 20% of the work order value was agreed and given to the firm against only a bank guarantee of 10% value.
9. No formal agreement was made with the firm.
10. Some of the discrepancies observed at site are as under:-
 - a) Connection in panel was made through temporary multiple extension cord in the panel that was not fixed. Some of the cables were connected from the front and some from the back resulting in difficulty in closing of the front door of the panels.
 - b) The panels and some of the accessories were not earthed.
 - c) The cables were not properly bunched/laid.
 - d) Space heater and light arrangement were not provided in the panel. The accessories provided in the panel were also mounted/fixed from front only.
 - e) The exchange and other accessories are fixed at a location, where no arrangements are available for protection of the unit from dust.
 - f) The workmanship of conducting work for laying of cables is very bad.
11. Documents pertaining to the already existing system in the University were also not made available and not found in the files on record. The new system was installed without using the usable accessories of the old system.
12. The following discrepancies were observed in the DG set.
 - a) Battery Charger was fixed temporary with wire.

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(17)

- b) Oil storage Tank was not provided. Only 20 liter PVC tank with temporary PVC pipe was found connected to the DG set.
- c) DG was not properly grounded and not placed on proper foundation resulting in movement of DG set during operation.
- d) The capacity of the DG set may not be sufficient to run the whole system.

13. Following discrepancies were observed in payments made:-

- a) Advance was not adjusted as per the document made available.
- b) Income Tax and WCT have not been deducted from the contractor's bill.
- c) Payments were made without verifying the actual work done at site. Record was not maintained regarding which system was under defect liability.

Conclusion

1. The officials who processed the case have not followed the tender process for award of work.
2. No reasonableness of prices was arrived at before ordering. Additional contracts were awarded without tendering. Additional payment of sales tax and excise duty were also agreed to later while as per quotation of the firm the sales tax and excise duty were included in their quote.
3. Quality of workmanship was reportedly unprofessional, with poor or no supervision.
4. Statutory deductions do not appear to have been carried out.
5. The Members of the sub committee who awarded the work and supervisory officials were responsible for the lapses.

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ANNEXURE-VI (13)

CONFIDENTIAL

No. 005/EDN/052

135060

Government of India
Central Vigilance Commission

Satarkta Bhavan, GPO Complex,
Block-A, I.N.A., New Delhi,
Dated 04.05.2010

Handwritten notes:
The above case (135060)
is under the jurisdiction of
the Deputy Secretary (CVO)
at New Delhi. [Signature]

OFFICE MEMORANDUM

Sub. Complaint against Prof. M.Miri, the then Vice Chancellor,
NEHU, Shillong-misappropriation of grants-regarding.

Ministry of Human Resource Development may refer to their letter
No. C-13011/60/2005-Vig. dated 09.02.2010 on the above subject.

2. The case has been examined by the Commission. The report
furnished by CVO, NEHU has not brought out any new facts. The
observations of CTE/CVC conveyed vide Commission's OM of even
number dated 18.08.2009 are still relevant. The Commission advises the
Ministry to identify officials and fix responsibility and resubmit the case
for 1st stage advice of the Commission through CVO, NEHU.

(Rajesh Yadav)
Deputy Secretary

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✓ Ministry of Human Resource Development,
(Shri Amit Khare, JS/CVO);
Shastri Bhavan,
New Delhi-110115.

Copy to:

Chief Vigilance Officer, North Eastern Hill University, NEHU Campus
Shillong-793022.
Meghalaya

(Rajesh Yadav)
Deputy Secretary

Handwritten:
487/108/10
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Handwritten notes and signatures at the bottom:
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on 15/5/10
[Signature]
[Signature]

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Annexure - VII

CONFIDENTIAL

No.C-13011/60/2005-Vig.

Government of India
Ministry of Human Resource Development
(Department of Higher Education)
Vigilance Section

Room No 231 'C', Shastri Bhawan,
New Delhi, the 13th May, 2010.

To


Prof. D.R. Syiemlieh,
Chief Vigilance Officer,
North East Hill University,
Permanent Campus,
Shillong-793022 (Meghalaya)

Subject:-Complaint against Prof. M. Miri, the then Vice Chancellor, NEHU,
Shillong – misappropriation of grants – regarding.

Sir.

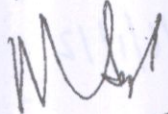
The undersigned is directed to forward herewith a copy of the CVC's
OM No. 005/EDN/052/85060 dated 4/5/2010 on subject cited above with the
request to take necessary follow up action on the CVC's advice under
intimation to the Ministry. A copy of the CVC's OM dated 18/8/2009 is
enclosed herewith for ready reference.

Yours faithfully,


(K.S. Mahajan)
Under Secretary (Vig.)

Encl. As above.

Prof. A.C. Malapatra
CVO.
for Mr.


31/5/10

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Annexure - VIII

BY Speed Post

CONFIDENTIAL

No F 8-14/2009-Desk (U)
Government of India
Ministry of Human Resource Development
(Department of Higher Education)
Shastri Bhavan,

New Delhi, the 06.01.2012

To,

The Vice Chancellor,
North East Hill University
Permanent Campus
Shillong-793 022 (Meghalaya)

Subject: Complaint against Prof. M. Miri, the then Vice-Chancellor, NEHU, Shillong – misappropriation of grants - regarding

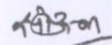
Sir,

I have been directed to refer to Vigilance Branch's letter No.C-13011/60/2005-Vig. dated 31st October 2011 (copy enclosed), addressed to Prof D R Syiemlieh, CVO and copy to Joint Secretary (CU&L) and this office letter of even no. dated 18.05.2011 on the subject mentioned above and to say that report on the follow up action taken on the advice of CVC has not been received so far.

It is therefore requested that the same may be furnished at the earliest to Vigilance Branch of Ministry under intimation to the undersigned. Simultaneously, other action as proposed by Vigilance Branch may also be taken.

Yours faithfully

Encls: As above


(Ramji Pandey)
Under Secretary to the Govt. of India
Tel No 23384412

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CVO
(Prof Myrboh)
16/1/12

CONFIDENTIAL

CONFIDENTIAL

No.C-13011/60/2005-Vig.
Government of India
Ministry of Human Resource Development
(Department of Higher Education)
Vigilance Section

Room No 231'C', Shastri Bhawan,
New Delhi, the 31st October, 2011.

To

Prof. D.R. Syiemlieh,
Chief Vigilance Officer,
North East Hill University,
Permanent Campus,
Shillong-793022 (Meghalaya)

Subject:-Complaint against Prof. M. Miri, the then Vice Chancellor, NEHU,
Shillong – misappropriation of grants – regarding.

Sir.

The undersigned is directed to refer to Vigilance Wing's letter of even number dated 13/5/2010 on subject cited above and to say that despite the lapse of more than one year the follow up action taken on the CVC's advice tendered vide their OM No.005/EDN/052/85060 dated 4/5/2010 is still awaited.

The University is therefore requested to identify the officials and fix responsibility and send the proposal to Central Vigilance Commission to seek the 1st stage advice under intimation to the Ministry without any further delay. .

Yours faithfully,

(K. S. Mahajan)
Under Secretary (Vig.)

Copy to Shri Anant Kumar Singh, Joint Secretary, (CU & L) for necessary follow up action.

(K. S. Mahajan)
Under Secretary (Vig.)

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Annexure - IX

By Speed Post

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CONFIDENTIAL

CONFIDENTIAL

No.C-13011/60/2005-Vig.
Government of India
Ministry of Human Resource Development
(Department of Higher Education)
Vigilance Section

Room No 231'C', Shastri Bhawan,
New Delhi, the 6th January, 2012.

To

Prof. D.R. Syiemlieh,
Chief Vigilance Officer,
North East Hill University,
Permanent Campus, Shillong-793022 (Meghalaya)

Subject:-Complaint against Prof. M. Miri, the then Vice Chancellor, NEHU,
Shillong – misappropriation of grants – regarding.

Sir.

The undersigned is directed to forward herewith a copy of the CVC's OM No. 005/EDN/052/159536 dated 29/12/2011 on the above mentioned subject. Reference is also invited to Vigilance Wing's letter of even number dated 13/5/2010 followed by reminders dated 3/12/2010, 2/5/2011 and 31/10/2011 and to that despite the lapse of more than one year the follow up action taken on the CVC's advice tendered vide their OM No.005/EDN/052/85060 dated 4/5/2010 is still awaited.

The University is therefore requested to identify the officials and fix responsibility and send the proposal to Central Vigilance Commission to seek the 1st stage advice under intimation to the Ministry without any further delay. .

Yours faithfully,



(K. S. Mahajan)
Under Secretary (Vig.)

Encl. as above.

(K. S. Mahajan)
Under Secretary (Vig.)

(18)

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CO-01-2012

Reminder
CONFIDENTIAL

No. 005/EDN/052 /159536
Central Vigilance Commission

Satarkta Bhavan, GPO Complex,
Block-A, I.N.A., New Delhi,
Dated 29.12.2011

OFFICE MEMORANDUM

Sub: Complaint against Prof. M. Miri, the then Vice Chancellor, NEHU, Shillong-misappropriation of grants-regarding.

Ministry of Human Resource Development may refer to Commission's O.M. of even no. dated 31.01.2011 on the above subject.

2. The desired report along with the proposal for seeking Commission's 1st stage advice is still awaited. CVO, M/o HRD may kindly forward the same without any further delay as considerable time has lapsed in this case.

Lila Chandran
(Lila Chandran)
Deputy Secretary

Ministry of Human Resource Development,
(Smt. Radha Chauhan, JS/CVO)
Shastri Bhavan,
New Delhi-110115.

using

Pls see
2/1/12

S/O
29/01/12



पूवोत्तर पर्वतीय विश्वविद्यालय

पू० प० विवि० परिसर, शिलांग-७९३०२२ (मेघालय)

North-Eastern Hill University

NEHU Campus, Shillong - 793 022 (Meghalaya)

Phone :

Grams : NEHU

Prof. B. Myrboh
Chief Vigilance Officer

Phone : 0364-2722612/9863021710

e-mail: bmyrboh@nehu.ac.in

Confidential / Speed Post

No.F.3-1/CVO/SH/NEHU/2011- 2.

Dated, the 27th Jan., 2012.

Sri K. S. Mahajan,
Under Secretary (Vigilance)
Ministry of Human resource Development
(Department of Higher Education),
Vigilance Section, Room No. 231 'C',
Shastri Bhawan, New Delhi - 110 115

Sub: Complaint against Prof. M. Miri, the then Vice Chancellor, NEHU, Shillong - misappropriation of grants- regarding.

Ref: Your letter No. C-13011/60/2005-Vig., dated 16th January, 2012 and
Letter No. F 8-14/2009-Desk (U), dated 6/1/12 from Sri. Ramji Pamdey, Under Secy.
Govt. India, MHRD, Department of Education.

Sir,

In drawing reference to the above letters pertaining to the subject mentioned, I am to state that the matter has been examined in depth and I would like to make the following comments to place things in the right perspective vis-a-vis the observation of the Director, CVC on the observation of the CTE (mentioned in bold letters):

1. No estimate was prepared for the work.

A detailed proper estimate was prepared - see Annexure 3A, B, C, D & E)

2. Open tender was not invited. Five firms were asked to give their feasibility report along with their proposals. Only two firms submitted their proposal.

Although open tender was not invited, the spirit of the tendering process was observed in as much as a total of six Firms with national and international credentials who specialize in the supply and installation of such projects were invited to give

(15) 6:4:1(22) (20)

their quotations in accordance with recommendation of the Purchase committee of the University held on 8.10.2002.

3. **Work was awarded to M/S TCL without a technical evaluation of offers of both the firms on the pleas that M/S TCL's justification was not prepared. Recommendations of Professor of IIT Guwahati for technical capability of the firm, was also not available in the file and a fresh report was called when the CTE called for the documents to carry out Intensive Examination in March 2007. IIT Professor had only confirmed about the recommendations and did not give a complete report.**

The work was entrusted to M/S Tata Telecom after obtaining technical vetting from Prof. Gautam Barua, Director, Indian Institute of Technology, Guwahati where the company has carried out similar work see Annexure 2N). It may be pointed out that Prof. Barua specifically confirmed that out of the two vendors, he had recommended the system offered by Tata Telecom.

4. **The possibility of awarding contract at higher rates to the firm cannot be ruled out, as the contractor is still willing to carry out additional work without any escalation (on the preciously awarded rates). Additional payment of sales tax and excise duty were also agreed to later while as per quotation of the firm the sales tax and excise duty were included in their quote.**

The rates negotiated by NEHU were comparatively lower than similar orders placed by other institutions (IITG, KIIT, etc.). NEHU was able to finalise the work contract at a much lower rate (see Annexure 6 A, B, C, D, E, F, G, H, I & J for comparative Pos). In fact NEHU may be complimented as it was able to get additional work done for new departments at old rates which normally would be expected to have escalated with time.

5. **Six additional work orders were issued to the same firm for nearly Rs.73 lacs without call of tenders in addition to original award for Rs.85 lacs.**

With the coming up of many new Departments and new Establishments in the University Campus, the University was able to save on escalation cost since the firm agreed to execute the work for the new Departments/Establishments at the old rate.

6. **Rates for some of the items in additional work order were those which were not in the original work order i.e. TV and video conferencing etc.**

Since compatibility and after sale services are of prime concern here in these remote areas, the extra items were ordered from the same firm but at competitive rates.

7. **No clear technical specification was framed for the work and technical specification attached with the offer by the firm was also not attached with the LOA.**

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In the purchase orders reference has been drawn to the project proposal, containing detailed technical and commercial terms and conditions which was accepted by NEHU (see Annexure 7A-B).

- 8. Interest free advance of 20% of the work order value was agreed and given to the firm against only a bank guarantee of 10% value.**

In principle an interest free advance should not exceed the bank guaranty. However since all supplies have been received and the project completed within stipulated dates, this one-off aberration may be excused. It may be added that the Intercom system has been functioning satisfactorily till date.

- 9. No formal agreement was made with the firm.**

The whole project was conceived as a turn-key project. Therefore acceptance of the proposal between M/S Tata Telecom and NEHU was essentially equivalent to an agreement. It must be noted that the project has been completed as per the proposal.

- 10. Some of the discrepancies observed at site are as under:**

(a) Connection in panel was made through temporary multiple extension cord in the panel that was not fixed. Some of the cables were connected from the front and some from the back resulting in difficulty in closing of the front door of the panels.

(b) The panels and some of the accessories were not earthed.

(c) The cables were not properly bunched/laid.

(d) Space heater and light arrangement were not provided in the panel. The accessories provided in the panel were also mounted/fixed from front only.

(e) The exchange and other accessories are fixed at a location, where no arrangements are available for protection of the unit from dust.

(f) The workmanship of conducting work for laying of cables is very bad.

The observation of the CTE team was made during the period when expansion and maintenance work were in progress where some makeshift arrangements had to be made so as not to disturb the connectivity throughout the campus.

- 11. Documents pertaining to the already existing system in the University were also not made available and not found in the files on record. The new system was installed without using the usable accessories of the old system.**

Since then all records have been properly filed and maintained.

6:4:1 (24)

(22)

12. The following discrepancies were observed in the DG set:

- (a) Battery Charger was fixed temporary with wire.
- (b) Oil storage tank was not provided. Only 20 liter PVC tank with temporary PVC pipe was found connected to the DG set.
- (c) DG was not properly grounded and not placed on proper foundation resulting in movement of DG set during operation.
- (d) The capacity of the DG set may not be sufficient to run the whole system.

The DG set was provided free of cost by M/S Tata Telecom and its capacity was sufficient for the components installed initially. In the later years NDVN has been expanded to keep pace with the growing requirement of the NEHU Campus. During the period of the CTE team visit, NDVN had requested the University to install a higher capacity Genset to cater to the growing needs.

13. Following discrepancies were observed in payments made:-

- (a) Advance was not adjusted as per the document made available.
- (b) Income Tax and WCT have not been deducted from the contractor's bill.
- (c) Payments were made without verifying the actual work done at site. Record was not maintained regarding which system was under defect liability.

- a. All advances were adjusted by the Finance Section as detailed in Annexure 4A-L.
- b. All applicable deductions of income and other taxes were done as per rules of the University.
- c. The payments were made after all measurements for the passive work on the campus LAN was checked by a team from the University along with representatives of the firm. The final reconciliation statement was signed by all concerned (See Annexure 4E-L).

In so far as the conclusion arrived at by the Commission it is submitted as follows:

1. The University feels that the officials who processed the case have, as pointed out earlier followed the spirit of the tendering process as they invited tenders from as many as six firms who are specialized in this kind of project and who have national and international reputation.
2. In so far as reasonableness of prices is concerned, there are two tenders, one from Tata Telecom and the other from Siemens which gave an idea of the reasonableness of the prices. As regards the award of additional contract, the University avoided escalation costs as mentioned above by awarding additional work at old rates. The quality of the work is apparently reasonable as the system continues to function without any major problems and continues to give good service till date.

6:4:1(25)

28

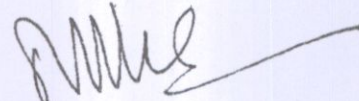
3. Statutory deduction have been carried out.

Overall the University has since been strictly following all the recommendations and suggestions/observations made by the CVC/CTE in all projects of the University.

It may be noted that the University will shortly place the entire matter before the Executive Council for its information, consideration and decision.

It may be mentioned that the CVC in its letter No. 004/EDN/028-9854, dated 24 May, 2005 had considered the matter closed with the advice that limited tender purchases should not be resorted to in the future. (See Annexure 1A)

In view of the above, the Commission may kindly consider closing the matter once and for all.



Prof. B. Myrboh
Chief Vigilance Officer
NEHU

Copy to:

1. Ramji Pandey, Under Secretary Govt. of India, MHRD (Department of Education)
Shastri Bhavan, New Delhi.
2. Lila Chandran, Deputy Secretary, Central Vigilance Commission, Satarkta Bhavan, GPO
Complex, Block-A, I. N. A., New Delhi.

o/c

6:7: - Others:

- (iii) Empanelment of Shri Khalid Khan, Advocate as NEHU Legal Adviser.

Empanelment of Shri Khalid Khan as the Legal Adviser of the University has been approved, in principle, by the Executive Council in its meeting No:EC:149:2011:6:7 held on the 25.11.2011.

As a follow-up of the aforesaid Resolution of the Council, Shri Khalid Khan met Registrar in his room on the 14.03.2012 where the legal Officer was also present. Registrar explained to him the terms and conditions of engagement and the manner for conducting Court cases by Legal Advisers of the University. Similar prescribed fees for conducting types of cases, that are being paid to the Standing Legal Council of the University for Shillong Bench of Gauhati High Court, were offered to which Shri. Khalid Khan, unhesitatingly accepts.

Submitted to the Executive Council for kind consideration and formal approval.

(iv) Applications for Empanelment as Advocates before the Supreme Court

Two applications, one each, have been received from Shri. Motahar Hossain and Shri. Apoorv Kurup, practicing Junior Advocates before the Supreme Court requesting for their empanelment as University Advocates before the Supreme Court. Their applications are briefly examined as under:-

- 1) **Shri. Motahar Hossain (sponsored by Shri. A.H. Khan Chowdhury, Member of Parliament, Kolkata)** – From his curriculum vitae, it is seen that he started practicing before the Supreme Court in the year 1999 and is having a running experience of 13 years as on date. He has also stated that he has been handling litigation independently before the Supreme Court, High Court, District Court and Commissions/Tribunals. It appears that his exposures are mostly on banking, financial and other business matters. However, he has not indicated whether he has conducted cases in service matters either of Central, State Governments or Autonomous Bodies.

Shri Hossain has also not mentioned whether he has been conducting cases independently or whether he has been assisting any Senior Advocate of Supreme Court. He has also not mentioned whether he expects to be paid retention fee normally payable to Standing Counsels on a monthly basis. In this connection, it may be mentioned that retention fees vary according to the seniority and standing of the advocate concerned. It is learned that at least in one case that the retention fee is Rs.25,000 per month for junior Supreme Court advocates.

The other option may be that Shri M.Hossain may be empanelled without payment of any retention fee and that he can be paid only fees for conducting cases for which he is to be specifically engaged. However, Shri M.Hossain has not indicated fees expected by him for conducting cases.

2) **Shri. Apoorv Kurup** - According to his curriculum vitae, it is seen that he obtained Law Degree from India in 2005 and Master Degree from USA in 2007. After obtaining his Master Degree, he served with some Private Firms in USA for a brief spell. It thus appears that he started his practice before the Supreme Court of India either in the later part of 2007 or early part of 2008. So, his experience in the legal profession would be around 5 years at the most. It is seen that since his coming to India, he began his practice by working with the Law Firm viz. "Amarchand & Mangaldas & Suresh A. Shroff & Co." and is continuing till date. His experience and exposure are mostly on Company Law and the like and there is no mention of his experience in service matters.

Has offered a professional fee of Rs.11,000/- per appearance, Rs.33,000/- for drafting charges of each Petition including Written Statement etc. and Rs.5,500/- for each conference with Senior Advocate and in addition other related expenses on actual basis. As may be seen below, the fees expected by him are slightly higher than those that are being paid to Shri. R.B. Phookan.

(3) Presently, the University has only one case in the Supreme Court namely, one SLP Appeal case and it is being handled by Shri. P.K. Goswami, Senior Advocate, assisted by Shri. R.B. Phookan, deemed Junior Advocate, whose fees are indicated below:-

Shri. P.K. Goswami –

- a) Rs. 1,10,000/- per appearance before the Supreme Court.
- b) Conference charges of Rs. 55,000/- per conference.

Shri. R.B. Phookan:-

- a) Rs. 10,000/- per appearance before the Supreme Court.
- b) Rs. 30,000/- for drafting of Petitions etc.
- c) Rs. 3,500/- per hour for conference charges with Senior Counsel.
- d) In addition related miscellaneous expenses as per actuals.

(4) In this context, it is pertinent to mention that Lawyers from all over India possessing a Licence from the Bar Council of India are eligible to appear before any Court in India including Supreme Court. Lawyers who are not declared and deemed as "Advocate on Records" by the Supreme Court are not entitled to file Petition, Statement, Affidavit and other documents before the Supreme Court. Both the aforesaid Lawyer applicants have not indicated in their application whether they are "Advocate on Records". However, these two advocates will be able to produce the same on demand.

The matter is placed before the Executive Council for its consideration.

A.H. KHAN CHOWDHURY

Member of Parliament
(Lok Sabha)



Mailing Address :

DELHI :

C-1/6, Tilak Lane, New Delhi-110 001

Tel. 23782066, Fax : 23782065

Mob.: 9868180995

KOLKATA :

12, Swinhoe Street, Kolkata-700 019

Tel. : 033-24409002

MEMBER:

- Parliamentary Standing Committee on Coal and Steel
- Parliamentary Standing Committee on Privileges
- Consultative Committee on Ministry of Urban Development
- Durgah Committee, Ajmer
- All India Congress Committee

PRESIDENT:

- Malda District Congress (West Bengal)

To,
The Vice Chancellor,
North-Eastern Hill University,
Umshing Mawkyroh Shillong 793022, Meghalaya

Date: 04/02/2012

Subject: Recommendation / personal request for empanelment as an Advocate to conduct Litigations of North-Eastern Hill University before The Hon'ble Supreme Court of India and Central Administrative Tribunal (CAT) at New Delhi

Dear Sir,

I would like to make a strong recommendation regarding the matter of **Mr. Motahar Hossain**, Advocate who has been practicing law before the Hon'ble Supreme Court of India, Hon'ble Delhi High Court as an independent Advocate. He is an expert on Education sector as he has been conducting litigation for IIT Delhi. I have personally known him since long as he comes from my Parliamentary constituency. He is a dedicated, hardworking and a meritorious lawyer. He is keen to be empanelled as a lawyer to conduct litigation on behalf of **North-Eastern Hill University**. I would be very grateful to you if you could help him by empanelling with **North-Eastern Hill University** as an Advocate.

Copy of resume and experience certificates enclosed for your perusal and consideration.

Thanking you with best regards,

Yours Sincerely,

A. H. Khan Chowdhury

(A. H. KHAN CHOWDHURY)

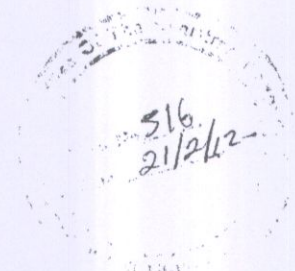
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21/2/12

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21/2/12



विधि प्रकोष्ठ

Legal Cell

प्राप्ति संद/Receipt No 1235

दिनांक/Date.. 22/2/12

6:7:4(5)

(2)

CURRICULUM VITAE'

MOTAHAR HOSSAIN

B.Sc. (Hons.), LL.B. (B.H.U., Varanasi)

(Advocate, Supreme Court & Solicitor)

Member, Supreme Court Bar Association (No.-H-00106)

**Correspondence Address:-
Ch. 424, M.C. Setalvad Chambers
Supreme Court of India
Bhagwan Das Road
New Delhi-110001
Tel: +91-1123388251**

**Office: O-55, Basement
Lajpat Nagar, Near Central Mkt.
Part-II, New Delhi- 110024
Mobile: +91- 9818533148
Fax: +91-11-23782065
e-mail:motaharhossain1@gmail.com**

-
- Panel Advocate. I. Govt. of India II. Bank of Baroda III. BSNL
IV. The NSIC Limited V. Union Bank of India
VI. The Shipping Corporation of India Ltd.
VII. The Power Finance Corporation of India Ltd.**
-

CAREER OBJECTIVE:

Seeking empanelment as a lawyer with a reputed PSU /Nationalized Bank /Corporate Entity to undertake Litigation / Arbitration / Corporate Transactional Works on behalf of that organization

PROFESSIONAL EXPERIENCE:

Total professional experience: 13 years

- A**
- Handling litigation independently before the Hon'ble Supreme Court of India, Hon'ble High Court of Delhi, District and Sessions Courts in NCT of Delhi and NCR, National and State Commissions of Consumer Disputes Redressal, Central Administrative Tribunal, BIFR & AAIFR, Company Law Board, TRAI, TDSAT, Electricity Appellate Tribunal, MRTD Commission, IRDA, Competition Commission of India and other various fora and authorities.
 - Conducted legal matters under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and SARFAESI Act before the Ld. DRT & DRAT since 1999.
 - Expert knowledge and understanding of Petroleum Laws (Oil & Gas Laws), Energy Laws (Laws of Electricity), Telecommunication Laws, Mineral and Mining Laws, Fertilizers and Cooperative Laws.
 - Conducting litigations under Copy Rights, Patents and Trade Mark matters under various IPR laws, cases pertaining to infringement of Trade Marks and Copy Rights, Registrations of Trade Marks and Copy Rights.
 - Arbitration matters before various Arbitral Tribunal, Suits / Petitions relating to Arbitration before the Courts for appointment of Arbitrator, for making award, rule of court and for validity of Arbitral Award.
 - Having expertise on finding of law points, substantial questions on Law, ground of appeal and drafting the Special Leave Petitions and carried on extensive legal research manually as well as from various on line legal research portals.

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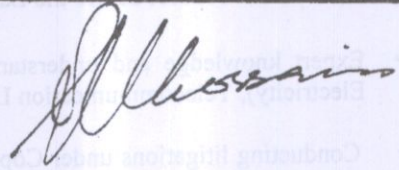
3

- Handled and managed cases involving Contract and Tender, Company/Corporate Law, Consumer Protection Act, Laws of Environment, Labour Laws and Copy Right & Trade Mark Laws.
- Drafting, vetting and negotiation of Conveyance Deeds of Sale, Lease, Leave & License, Gift, Wills, Mortgages, MOU and Power of Attorney, M&A, J.V. and Collaboration Agreements.
- Demonstrated skills in drafting of Construction Agreements, Consortium Agreements, Turnkey Projects Agreements, EPC Agreements, Concession Agreements and Project Appraisals.
- Drafting & vetting of Conveyance Deeds of Sale, Lease, Leave & License, Gift, Wills and Testaments, Mortgages, MOU and Power of Attorney, License Agreements, Franchise & Sponsored Agreements.
- Handled all kinds of legal work including but not limited to drafting all kinds of pleadings like plaint, written statements, replications, rejoinders, affidavits, notices, applications, counter affidavits and all kinds of petitions relating to court cases.
- Having expertise on finding of law points, substantial questions on Law, ground of appeal and drafting the Special Leave Petitions and carried on extensive legal research manually as well as from various on line legal research portals.
- Having substantial exposure in drafting Special Leave Petitions including brief summaries, list of dates and events, finding relevant judgments and authorities and appearing before the Hon'ble Benches of the Supreme Court.
- Drafting & vetting of Conveyance Deeds of Sale, Lease, Leave & License, Gift, Wills and Testaments, Mortgages, MOU and Power of Attorney, License Agreements, Developers Agreements, Collaboration Agreements, and Franchise & Sponsored Agreements.
- Drafting, review, negotiation, finalization and vetting of Agreements such as Agreement of Sale, Sale Deed, Conveyance Deed, Lease Deed, Contract Drafting and Management, Service Agreements, Shareholders Agreements, Subscription Agreements, MOAs/ AoA/ MOUs.

EDUCATIONAL BACKGROUND

- Bachelor's Degree in Law (L L. B.) from Faculty of Law, B.H.U. (Varanasi, U. P.) in 1st Division.
- B.Sc. (Hons.) in Chemistry in 1995 from Faculty of Science, B.H.U. (Varanasi), U.P. in 1st Division.
- Higher Secondary (10+2 Science, Maths. & English) in 1992 from WBCHSE, Kolkata in 1st Division.
- Madhyamik (10th) in 1990 from West Bengal Board of Secondary Education, Kolkata in 1st Division.

New Delhi



(MOTAHAR HOSSAIN)
Mobile: +91- 9818533148
D.o.B - 2nd January, 1975

(2) 6:7:4(7)

APOORV KURUP
ADVOCATE
SUPREME COURT OF INDIA

H-11, LOWER GROUND FLOOR
LAJPAT NAGAR - III
NEW DELHI 110 024

PHONES: +91-99994-64212
+91-88003-32253
FAX: (011) 2983-3001
(011) 2983-3002
EMAIL: APOORV@AKURUP.COM

23.02.2012

Prof. A. N. Rai
Vice Chancellor
North Eastern Hill University
Shillong 793022
Meghalaya

Sub: Empanelment as advocate for the University before the Supreme Court of India, the Delhi High Court and tribunals

Dear Sir,

I am an advocate currently practicing in the Supreme Court of India, the Delhi High Court, and in various national tribunals. I have held a licence to practice from the Bar Council of Delhi since 2005. I also hold a B.A., LL.B. (Hons.) degree from the National Law Institute University (Bhopal, 2005), where I received the University Gold Medal for attaining the first rank in my graduating class, and an LL.M. degree from Harvard Law School (USA, 2007).

I began my practice in Delhi by working for India's best known law firm – Amarchand & Mangaldas & Suresh A. Shroff & Co. – in its litigation department. As an associate at Amarchand Mangaldas, I was responsible for drafting various types of opinions and pleadings for litigation and arbitration on behalf of numerous government institutions and business houses. I also actively briefed senior counsels on matters and appeared before the Supreme Court of India, the Delhi High Court, and various other courts / tribunals within and outside Delhi.

Following my graduation from Harvard Law School, I worked for the leading international law firm of Milbank, Tweed, Hadley & McCloy LLP at its New York office. As an associate at Milbank Tweed, I drafted and negotiated complex outsourcing and licensing agreements for banks, insurance companies, stock exchanges and other financial institutions, and also represented clients in mediations and arbitrations.

After returning to India, I have re-established my practice at New Delhi and regularly appear before the Supreme Court of India, the Delhi High Court, as well as national tribunals.

I am confident that my experience in India and abroad can contribute immensely in protecting and furthering the interests of the North Eastern Hill University in various forums. To that end, may I request you to kindly consider my

Reg
Pl. put up to suitable EC agenda note.
29/2/12
EC in 30/3/12
29/4/12

1/3/12



बिधि प्रकोष्ठ
Legal Cell
प्राप्ति सं/Receipt No. 1239
दिनांक/Date. 01.03.2012

(F) N.F. 6:7:4(8)

application for appointment as a panel advocate for the University. I am sure you would find that my curriculum vitae (enclosed) meets the high standards that the University sets for its empanelled advocates.

Since I am not aware of the University's schedule of fees for its advocates, I am providing below my usual charges for representing private clients:

- 1. Appearances before courts: Rs. 11,000 per appearance (including one conference)
- 2. Drafting: a. Writs / Suits / Counter Affidavits / Written Statements - Rs. 33,000
b. Applications / Miscellaneous documents - Rs. 15,000
- 3. Conferences (including conferences with Senior Advocates): Rs. 5,500 per conference
- 4. Out-of-pocket expenses: As per actuals

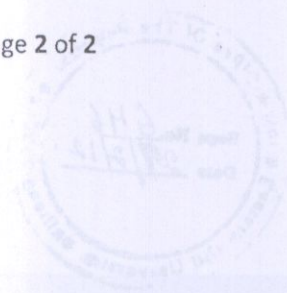
If there is any way in which I can assist you in considering my application, please feel free to let me know. I can be reached at your convenience at the address and telephone numbers given above. Thank you for your time and consideration.

Yours sincerely,

Apoorv Kurup

Enclosed: Curriculum Vitae (2 pages)

Legal Cell
Date: 02/11/2007



(01) 4:5:3 6.7.4(9)

APOORV KURUP

**Member of the Bar in Delhi since 2005 (Enrolment No. D/554/2005),
and in New York since 2007**

Residential Office: 76, Godavari Apartments, Alaknanda, New Delhi 110 019
Correspondence: H-11, Lower Ground Floor, Lajpat Nagar III, New Delhi 110 024
Phones: +91-88003-32253 and +91-99994-64212
Fax: (011) 2983-3001 and (011) 2983-3002
Email: apoorv@akurup.com

PANEL LAWYER FOR

Employees' Provident Fund Organisation (Ministry of Labour, Govt. of India) since August 2010; States of Chhattisgarh (since August 2010) and Himachal Pradesh (since July 2011); Union Bank of India (since August 2010) and Punjab National Bank (since July 2010)

BAR ASSOCIATION MEMBERSHIPS

Supreme Court Bar Association (New Delhi)
Delhi High Court Bar Association (New Delhi)

EDUCATION

Harvard Law School, Cambridge, LL.M., June 2007

Activities: Research Assistant to Prof. George Triantis, Eli Goldston Professor of Law (2006-07).

National Law Institute University, Bhopal, B.A., LL.B (Hon.), April 2005

Honours: Awarded University Gold Medal for standing 1st for all five years of the law programme and Gold Medal for standing 1st in the final year

Activities: Teaching Assistant in Constitutional Law (2005); President of the University Cell for Research in International Law (2004-05)

EXPERIENCE

Supreme Court of India, New Delhi (January 2005)

Judicial Clerk to the Hon'ble Justice S. B. Sinha

- Assisted in research for judgments and orders
- Prepared notes and drafts for Justice Sinha's presentations at national and international symposia

Amarchand & Mangaldas & Suresh A. Shroff & Co., New Delhi (June 2005 - June 2006)

Associate

- Litigated company and arbitration appeals before Appellate Courts, restrictive trade practice complaints before the MRTP Commission, and bank debt recovery claims before the DRT
- Drafted pleadings for international commercial arbitration, contractual disputes, restrictive trade practices suits, mergers, consumer claims, municipal penalties, and constitutional violations

6:7:4(10)

Milbank, Tweed, Hadley & McCloy LLP, New York (October 2007 - February 2010)

Associate

- Drafted and negotiated complex contracts on transactions relating to outsourcing and licensing for banks, insurance companies, stock exchanges and other financial institutions
- Assisted partners in firm marketing and client management activities

Independent Practice at New Delhi (Present)

- Litigating all types of original and appeal cases in the Supreme Court of India, the Delhi High Court and various tribunals
- Drafting all types of pleadings
- Also accept all types of junior briefs from law firms and senior advocates

MAJOR PUBLICATIONS

- Should you let your captive go? Why more companies are doing just that, *The Deal (New York)*, May 20, 2010 (co-authored with Robert M. Finkel)
- Refugee Protection in the Asia-Pacific after 9/11: Challenges and Opportunities, *Journal of the Indian Law Institute (Forthcoming in 2010)*
- Recognizing Tribal Law After The Gram Nyayalayas Act of 2008, *Journal of the Indian Law Institute (April-June 2009)*
- Tribal Law in India: How Decentralized Administration Is Extinguishing Tribal Rights and Why Autonomous Tribal Governments Are Better, *The Indigenous Law Journal (Univ. of Toronto) (2008)*
- Privatization and the Indian Judiciary, *Journal of the Indian Law Institute (July-September 2006)*

AWARDS AND HONOURS

- Won first prizes in two national legal essay writing competitions for law students (2004)
- Awarded the Bar Council of India Trust Scholarship for 'Best Speaker' at the 19th Bar Council of India Trust National Moot Court Competition (2002)

6:7:5(1)

- (v) Inclusion of integrity pact in the contract for all future works to be taken up by the University.

Agenda note received from the University Engineer regarding inclusion of integrity pact in the contract for all future works to be taken up by the University is placed at Annexure 'A'.

The matter is placed before the Council for consideration.

6.7.5(2)

ANNEXURE- 'A'

AGENDA ITEM FOR THE EXECUTIVE COUNCIL
MEETING TO BE HELD ON 30.3.2012

Item: Inclusion of Integrity Pact in the contract for all future works to be taken up by the University

The Integrity Pact binds all Ministries/departments including Central Universities, suppliers and contractors to adhere to certain ethical behavior to ensure that transparency is observed in all matters pertaining to procurements and contracts. The Pact will ensure that the principles of transparency, equity and competitiveness in the execution of civil works among other things.

With a view to achieve " Ethics in Governance" , the Ministry of Finance has constituted a Task Force with representatives of the Ministry of Law, Defence and Dept. of Personal & Training. The Ministry of Finance after examining the recommendations of the Task Force has decided to use the Integrity Pact by all Ministries/Departments in their procurement transactions /contracts with suitable changes specific to the situation in which the Pact is to be used and the threshold value above which the Integrity Pact is to be used.

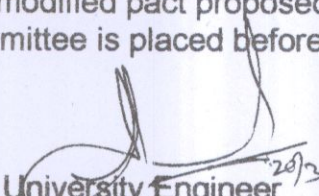
The above directive of the Ministry of Finance was endorsed by MHRD, Dept. of Education to all the Central Universities vide letter No. F.19-16/2011 Desk(U) dated 23.8.2011, for inclusion in the tender documents issued in future in respect of procurements/contracts.

The Campus Development Department of this University has prepared a draft Integrity Pact for inclusion in the tender document and was placed in the 107th Building Committee meeting held on 2.3.2012. The Committee vide BC:107:6 resolved to include Fall Clause in the Pact and further resolved to place the modified Integrity Pact(for contract works only) before the Executive Council for approval.

The salient features of the Pact are as under:-

1. The pact is to be used for all construction works costing Rs. 100.00 lakhs or more.
2. The duration of the pact shall be for a period of 5(five) years from the date of its signing or completion of the contract period including defect liability period , whichever is later.
3. Although the pact shall be in force for a period of 5(five) years, the security deposit of the contractor shall be released on the expiry of defect liability period of 12(twelve) months from the date of completion of the work.
4. For the application of Fall Clause of the pact vide Article-9 of the modified draft pact by NEHU, the comparison of the rate shall be limited to the State of Meghalaya only.

A copy of the original pact by the Ministry of Finance, modified pact proposed to be adopted by NEHU and the resolution of the 107th Building Committee is placed before the Council for perusal and approval.


University Engineer

6.7.5(3)

INTEGRITY PACT

To,
Intending Bidders,
.....,

Sub:

Dear Sir,

It is here by declared that NEHU is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Bid is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NEHU.

Yours faithfully

University Engineer
Campus Development Department
N.E.H.U, Shillong, Meghalaya



6:7:5(4)

INTEGRITY PACT

To,
University Engineer
Campus Development Department
N.E.H.U, Shillong, Meghalaya

Sub: Submission of tender / Bid for the work of _____

Dear Sir,

I/We acknowledge that NEHU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender/bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NEHU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NEHU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the bid/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

6.7.5(5)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of NEHU (For all works costing Rs. 100.00 lakhs & above)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

North-Eastern Hill University, an Autonomous Institution with its head quarter at Mawkynroh, Umshing, Shillong-793 022 represented through University Engineer (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

..... (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)

hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

6.7.5(6)

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

6:7:5(8)

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

6:7:5(9)

- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it and extend up to 5(five) years from the date of its signing or completion of the contract including defect liability period, whichever is later and for all other bidders, till the Contract has been awarded. However, the security deposit of the contractor shall be released on the expiry of defect liability period of 12(Twelve) months from the date of completion of the work.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NEHU.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarter** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all he partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

6:7:5(10)

Article 8- Relatives of the buyer not allowed to participate

No bidder shall be permitted to tender for works in NEHU in case his/her/their near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the University Engineer and Junior Engineer (both inclusive). He/She /they shall also intimate the names of persons who are working with him/her/them in any capacity or are subsequently employed by him/her/them and who are near relatives to any Gazetted Officer in the NEHU Any breach of this condition by the bidder would render him/her/them liable to be debarred from future tendering in NEHU.

NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

Article 9- Fall Clause

The BIDDER undertakes that it has not executed/is not executing similar items of work at a lower rate than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU within the state of Meghalaya and if it is found at any stage that rate so offered by the BIDDER to any other Ministry/Department of the Government of India or a PSU within the state of Meghalaya is lower, then that very rate, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

Article 10- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

6:7:5(11)

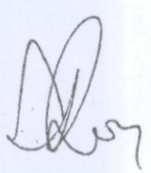
MINUTES OF THE 107th BUILDING COMMITTEE MEETING
HELD ON 02nd March 2012 AT 11.00 AM IN THE COMMITTEE
ROOM OF THE ADMINISTRATIVE BUILDING, NEHU,
SHILLONG.

The following members were present in the meeting:

- 1. The Vice Chancellor, NEHU, Shillong Chairman
- 2. The Registrar, NEHU, Shillong Member Secretary
- 3. The Finance Officer, NEHU, Shillong Member
Represented by Deputy Registrar (Finance)
- 4. Deputy Registrar (Planning) Member
- 5. The University Engineer, CDD, NEHU, Shillong. Member
- 6. The Additional Chief Engineer (Elect). Member
Eastern Zone, MeECL, Shillong.
- 7. The Senior Architect, Meghalaya PWD (Buildings), Shillong. Member

Item no BC: 107:1 **Confirmation of minutes of 105th and 106th Building Committee meeting held on dated 15th December 2011 and 09th February 2012 respectively.**

Since no comments were received from any members on the minutes of the 105th and 106th Building Committee meetings, circulated vide letter dated 20th December 2011 and 10th February 2012 respectively, the Committee confirmed the minutes.



WITNESSES
1
2
Place
Date

6:7:5(12)

Item no BC: 107:2 Award of work for the Construction of Guest House at Borjhar
Airport Guwahati.

After a threadbare discussion on the tenders received, comparative statement, justification of the tender etc. prepared by CDD, the Committee resolved to award the work to the lowest tenderer M/S J.C.Enterprise, for a tender value of Rs.6,25,84,107.00 which is well with in the justified amount of Rs.654.05 Lakhs.

However it was further resolved that the work order shall only be issued to the contractor upon receipt of all clearances from local authorities and Airport Authority of India.

During scrutiny of the tender it was observed that, items relating to Cabling for telephone and TV was inadvertently left out from the schedule of items of electrical work of the said tender. The CDD was directed to prepare cost for this component of the work and get the same executed through the same contractor after obtaining prior approval of the Chairman, Building Committee who was duly authorized by the members of the Committee for the purpose. The approved rate of the extra item shall be informed to the contractor and the tender value shall be enhanced accordingly. The expenditure towards this shall be met from the contingency provision of the estimate. The additional cost should not exceed 1% of the tender value.

The Building Committee reiterates its earlier decision that prior to calling of tenders the CDD shall ensure that the estimate shall include all components of the work that are required for the total completion of the Building. The Building Committee expressed its concern over the non inclusion of the aforesaid items in the present work.



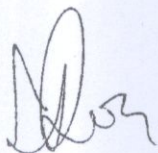
6:7:5(13)

Item no BC: 107:3 Award of the work for the Construction of Administrative Block Building Ph. I for Tura Campus at Tura.

After a threadbare discussion on the tenders received, comparative statement, justification of the tender etc. prepared by CDD, the Committee resolved to award the work to the lowest tenderer Sh.Harmel A Sangma for an amount of Rs. 1,21,60,697.00 which is within the justified amount of Rs. 1,33,74,076.00.

During scrutiny of the tender it was observed that, item relating to Cabling for telephone and internet was inadvertently left out from the schedule of items of electrical work of the said tender. The CDD was directed to prepare cost for this component of the work and get the same executed through the same contractor after obtaining prior approval of the Chairman, Building Committee who was duly authorized by the members of the Committee for this purpose. The approved rate of the extra item shall be informed to the contractor and the tender value shall be enhanced accordingly. The expenditure towards this shall be met from the contingency provision of the estimate. The additional cost should not exceed 1% of the tender value.

The Building Committee reiterates its earlier decision that prior to calling of tenders the CDD shall ensure that the estimate shall include all components of the work that are required for the total completion of the Building. The Building Committee expressed its concern over the non inclusion of the aforesaid items in the present work.



6:7:5(14)

Item no BC: 107:4 Award of the work for the Construction of R.C.C Overhead tank for One Lakh Liter Capacity for Tura Campus at Tura.

The Building Committee resolved to award the work to the lowest tenderer Shri Neil Armstrong A Sangma for an amount of Rs.10,90,993.00 (All inclusive) against the estimated cost of Rs. 10,91,390.00.

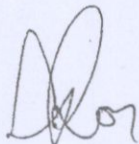
Item no BC: 107:5 Enhancement of Tender Value for "Installation, testing, and commissioning of transformers in the sub station of NEHU" under UPE, Main head Providing regular power supply under Holistic Development of UPE.

The Committee was informed that the total executed cost of work amounting to Rs. 6,71,040.00 against the original tender value of Rs. 6,22,800.00 was approved by the then Consultant Sh.K.Najiar exceeding his financial limit as conferred by the delegation of powers.

Such being the position the Committee has no other option but to approve the accrued liability.

Item no BC: 107:6 Implementation of Integrity pact in the contract document for the works undertaken by NEHU.

The draft Integrity Pact tabled before the Committee was perused in detail by the members and resolved to make the following amendments:



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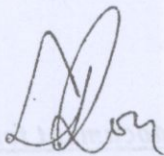
1. Fall clause is to be incorporated wherein the comparison of the rate shall be limited to the state of Meghalaya only.

2. The validity of the pact shall be a for a period of 5 (Five) years from the date of its signing or completion of the contract including warranty period which ever is later. However the security Deposit of the contractor shall be released on the expiry of defect liability period of 12 (Twelve) months from the date of completion of the work.

The modified Integrity Pact shall be adopted for construction work only. Further, the pact shall be placed before the Executive Council in its next meeting. The Committee further resolved that the Registrar, shall take up the matter with the CVC on the issue of appointment of monitor for which appointment of C.V.O NEHU as monitor may also be explored by suitable modification of the Integrity Pact.

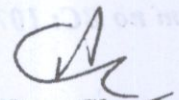
The pact shall come into force for all future works of the University costing Rs.1.00 Crore and above.

The Committee ended with thanks from the Chair.



Registrar,
NEHU, Shillong.

Member Secretary, Building Committee



Vice-Chancellor
NEHU, Shillong.

Chairman, Building Committee

New Delhi, dated the 19th July, 2011

OFFICE MEMORANDUM

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

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

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

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

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

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

(R. Prem Anand)

Under Secretary to the Government of India

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

Chief Vigilance Commissioner, New Delhi

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

61715(18)

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

6-7-5(20)

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of

617:5(21)

the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever

6:7:5(2d)

and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall

6:7:5(23)

stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(28) 2:512 6:7:5(24)

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU ^{in Meghalaya} and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

617:5(25)

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

6:7:5(26)

meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER-/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the

6:7:5(27)

satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer.
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

* Provisions of these clauses would need to be amended/ delated in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

6:7:6(1)

(vi) Leasing out of building to NIT.

In pursuance to the EC's resolution No.EC:147:2011:6:7:(i), the University has leased out the building to the National Institute of Technology, Meghalaya. This Institute besides taking the building for holding classes has also requested to University to arrange for allotment of Bamboo cottages to enable them to accommodate the students who at present are studying in NIT, Surat where NIT, Meghalaya is temporarily located. Now the Institute is all set to start the academic activities with effect from the next session, the University has considered the request of the Director vide letter No.NITM/NEHU/01/2012 dt.1.2.12 (Annexure-I) on the condition that the Institute ensures that adequate and effective precautionary steps are taken to forestall, prevent and avert any possible untoward incident in the Permanent Campus, where a large number of students are studying and residing. In this respect, VC has written a DO letter vide No. II-66/Estate/NIT/2011:3897 dt. 9.3.2012 (Annexure-II) to which the Director has responded vide letter No.NITMGH/NEHU/ 20111-12/22 dt. 15.3.2012 (Annexure-III). In view of the assurance given by the Director, NIT, Meghalaya, the allotment of 46 Units of Bamboo Huts (comprising of 5 Nos Dormitory, 11 Nos – Double bed cottages and 30 Nos single bed cottages) may be ratified by the Executive Council.

For the information of the Council, the rest chargeable for the Bamboo Cottages are as per the rate approved by the E.C. in its 148th meeting, a copy of the notification is placed at Annexure-IV.

The matter is placed for consideration of the Council.

6:7:6(2)

ANNEXURE-I (41)

National Institute of Technology, Meghalaya
Meghalaya State Technical Education Council Building
Laitumkhrach, Shillong-793003

Professor D. K. Saikia, Director

Ph : 0364-2501113(O)/ +919435084067(M)
Email: director.nit_meghalaya@rediffmail.com

Ref: NITM/NEHU/01/2012

Date: 1st Feb, 2012

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

Sub: Temporary accommodation of NIT, Meghalaya.

Sir,

At the outset I express my sincere gratitude to you for agreeing the rent out the old RSIC building and the ASC Guest House building in the Bijni Complex to us for starting of the academic activities of the Institute in Shillong. It is a significant relief for us to have got this support from the University at this initial stage of the Institute which the Govt. of India has established as an Institute of National Importance for the benefit of the State and the Nation. At this nascent stage the Institute however is in need of further support from the University as it has also become necessary to shift the 1st two batches of the students from Surat to Shillong. This has brought the immediate need for more space for academic activities as well as for accommodation of the students for their stay. As you are very much aware that in Shillong finding accommodation for 250 odd students is next to impossible, I approach you again for support in this respect.

I have learnt that the University has a cluster of "Bamboo Huts" in its campus a portion of which is currently not in use. It will be of great help if the University rents out the unused portion of these huts for use by the Institute for accommodating about 250 of its students along with a few faculty/ staff members as wardens. This temporary arrangement is required for the next 2 to 3 years till proper hostel accommodation is made ready in the permanent campus of the Institute. While it will be extremely helpful to the institute to be able to accommodate the students, due to use the huts will also remain maintained and I assure you that the Institute will take proper care of these beautiful huts. The Institute shall also take necessary steps to ensure that the students of the Institute maintain discipline in the University campus.

7.

Stamp: OFFICE OF THE VICE-CHANCELLOR
Date: 2/2/12
324

Stamp: OFFICE OF THE VICE-CHANCELLOR
888
2/2/12

AR (Estate)
Asst HC Estate
urgent pl.

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Further, the Institute is also in immediate need of more space for accommodating few more of its laboratories and class rooms. I therefore request you kindly to consider renting out to us some more of the space in the Bijni Complex that can be spared by the University.

Thanking you.

Yours sincerely,

(D. K. Saikia)

Director
National Institute of Technology
Meghalaya

Professor D. K. Saikia, Director

REC NITM NEHRAU 2012

To
The Vice-Chancellor
North Eastern Hill University, Shillong

Sub-Temporary Accommodation of NIT, Meghalaya

At the outset I express my sincere gratitude to you for agreeing the rent out the old R21C building and the ABC Guest House building in the Bijni Complex to us for starting of the academic activities of the Institute in Shillong. It is a significant relief for us to have got the support from the University at this initial stage of the Institute which the Govt. of India has established as an Institute of National Importance for the benefit of the State and the Nation. At this nascent stage the Institute however is in need of further support from the University as it has also become necessary to shift the "two batches of the students from Smt to Shillong. This has brought the immediate need for more space for academic activities as well as for accommodation of the students for their stay. As you are very much aware that in Shillong finding accommodation for 250 odd students is next to impossible, I approach you again for support in this respect.

I have learnt that the University has a cluster of "Bamboo Hut" in its campus a portion of which is currently not in use. It will be of great help if the University rents out the unused portion of these huts for use by the Institute for accommodating about 250 of its students along with a few faculty staff members as waiters. This temporary arrangement is required for the next 2 to 3 years till proper hostel accommodation is made ready in the permanent campus of the Institute. While it will be extremely helpful to the Institute to be able to accommodate the students, due to use the huts will also remain maintained and I assure you that the Institute will take proper care of these beautiful huts. The Institute shall also take necessary steps to ensure that the students of the Institute maintain discipline in the University campus.



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Annexure-II
54



पूवोत्तर पर्वतीय विश्वविद्यालय

पू० प० विवि० परिसर, शिलांग-७९३०२२ (मेघालय)

North-Eastern Hill University

NEHU Campus, Shillong:- 793 022 (Meghalaya)

Phone :
Grams : NEHU

Prof. A.N.Rai
Vice-Chancellor

Telephone Nos.0364-2550101/2721001 & 4

Email ID : vcnehu@nehu.ac.in

D.O.No.II-66/ESTATE/NIT/2011, 3897

Dated the 9th March, 2011

Dear Prof Saikia

As you may be aware, we have altogether 4072 students on our rolls. Moreover, in our Permanent Campus there are 21 hostels and about 1724 hostellers including undergraduate/post graduate students and research scholars. The students and hostellers hail from various parts of the country with a substantial number of them coming from the State of Meghalaya. The permission given by the University to the National Institute of Technology, Meghalaya to accommodate your students in the "Bamboo Huts" of the University has been done in response to the pressing need of the NIT for accommodating its students presently studying at NIT, Surat in Gujarat and in the larger interest of Meghalaya.

Given the natural exuberance of youth, the possibility of misunderstanding between NEHU students/hostellers and NIT hostellers if accommodated in "Bamboo Huts" cannot be entirely ruled out. I would, therefore, like to seek your assurance that adequate control and regulation on your students will be put in place, so as to forestall and prevent any untoward incident from developing between the various sections of students due to their close proximity.

It is our understanding that it is the responsibility of the State Government to provide various infrastructural facilities to enable the NIT, Meghalaya to start functioning immediately. In that context, I would suggest that the State Government may also be immediately sensitized about the temporary arrangement to provide hostel facilities for NIT students in our "Bamboo Huts" and about the need to take precautionary measures to ensure that no untoward incident takes place among the various students in the Campus.

6:7:6(5)

53

North-Eastern Hill University
NEHU Campus, Shillong, 793 022 (Meghalaya)



Prof. A.N. Rai
Vice-Chancellor

- 2 -

You will appreciate that the Executive Council of the University (which incidentally will meet on 30th March, 2012) will have to be apprised of this aspect of the matter. It is, therefore, necessary that assurance mentioned above may kindly be given to me in writing so as to enable me to place the matter before the Executive Council for its consideration and final decision.

Kindly treat the matter as Immediate and Important.

With kind regards

Yours

[Signature]
(A.N. Rai)

Prof. D.K. Saikia,
Director,
National Institute of Technology, Meghalaya,
Shillong.

[Handwritten initials]

6:7:6(6)

Annexure - III

National Institute of Technology Meghalaya
Meghalaya State Technical Education Council Building
Laitumkhrah, Shillong-793003

Ph : 0364-2501113(O)/2500901(R)
 +91 9435084067(M)

Professor D. K. Saikia, Director

Email: director.nit_meghalaya@rediffmail.com

Ref: NITMGH/NEHU/2011-12/22

Date: 15th March, 2012

To,
 Professor A. N. Rai,
 Vice-Chancellor
 North Eastern Hill University, Shillong-793 022

Please prepare note accordingly
cc. Agents
DR (Estate) 15/3/12

Sub: Temporary accommodation of NIT Meghalaya students in "Bamboo Huts".

Ref: D.O. No. II-66/ESTATE/NIT/2011-3897 dt. 9th March, 2012.

Dear Prof. Rai,

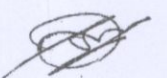
We are extremely grateful to you for being so kind and supportive by giving the permission to accommodate the students of NIT Meghalaya in the "Bamboo Huts" of your University in spite of the so valid concerns that you have regarding the issues and problems that may arise in situations of young students from different institutions and different backgrounds residing in close proximity. To prevent such untoward possibilities the institute shall take the following steps:

1. Faculty members of the Institute, in appropriate numbers, shall be appointed as Wardens/ Associate Wardens to closely monitor the activities of students.
2. Students violating Hostel Disciplinary Rules will not be allowed to continue their stay in the Bamboo Huts.
3. It shall be ensured that the hostlers do not venture out of the hostel premises after 8 pm.
4. Sufficient number of security guards shall be placed in the premises.

As per your advice we have also sensitized the State Government in this regard.

With best regards,

Yours sincerely,


 (D. K. Saikia)



183
19/3/12

DR
16/3/12

950
16/3/12

DR (Estate)
15/3/12

6:7:6(7)

Annexure-IV

**NORTH EASTERN HILL UNIVERSITY
PERMANENT CAMPUS**

No. F. II -10/Estate/Allot- BJ/2009 - 3648

Dated 4 October, 2011

NOTIFICATION

In pursuance of E. C's decision adopted in its 148th Meeting, the Bamboo Cottages of the University have been converted into Residential Complex by making allotment:-

1. To Non-Teaching Staff of the University as Residential Quarters.
2. As Transit accommodation to both Teaching and Non-Teaching Staff who are in urgent need of the quarters and willing to stay in these huts.
3. As short term allotment to other private agencies on payment basis subject to convenience to occupants as at 1 & 2 above.

The rates of rent and electricity charges on flat rate basis of these huts have been fixed as under:

Unit	Rent	Electricity
1. Dormitory -	@ Rs. 8400/- p.m.	Rs. 400/- p.m.
2. Single Bedroom Unit	@ Rs. 1500/- p.m.	Rs. 130/- p.m.
3. Double Bedroom Unit	@ Rs. 3600/- p.m.	Rs. 260/- p.m.

Allotment of the various Units will be done in accordance with Guidelines being framed for the purpose.


Registrar

Copy to:

1. P. S. to the Vice Chancellor, NEHU, Shillong for V.C's kind information.
2. All Deans of Schools, NEHU, Shillong.
3. All Heads of Departments/Centres, NEHU, Shillong.
4. Registrar/Librarian/C.O.E/ Finance Officer /U. E, CDD, NEHU, Shillong.
5. All Officers, NEHU, Shillong.

With a request to kindly bring this notification to the notice of all the employees working under their control

