

CHAPTER-I
CONSTITUTION OF PUNJABI UNIVERSITY
TEACHERS ASSOCIATION

I. Name

The association shall be known as 'Punjabi University Teachers Association' (to be registered under the Societies Registration Act).

II. Objectives

- (a) To promote academic and professional interests of the members;
- (b) To help organise scheme of social security for the members;
- (c) To arrange conferences and organise discussions, symposia from time to time, with a view to augmenting literary and intellectual pursuits of the fraternity; and
- (d) To launch cultural activities in order to foster the spirit of co-operation among the members of the teaching profession.

III. Membership

- (a) The membership of the Association shall be open to the wholetime teachers of the University.
- (b) Every member shall pay initial enrolment fee of Re. 1/- and annual subscription for each financial year at the rate of Rs. 5/-.

IV. General Body

There shall be a General Body of the Association consisting of all the members of the Association. This body shall be the supreme controlling and policy-making authority of the Association.

V. Executive Committee

- (a) The General Body shall, in its annual meeting, elect by the method of single transferable vote from amongst its members, the managing body of the Association hereinafter referred to as the Executive Committee.
- (b) Right of vote to elect the Executive Committee and the right to get elected will be available to only those members who have paid their annual subscription for the year during which the Executive Committee is to hold office.
- (c) Registrar will act as the returning officer for the election of the Executive Committee.
- (d) Voting at the election shall be by secret ballot.
- (e) The Executive Committee shall comprise eleven members duly elected by the General Body.
 - 1. The office-bearers, namely:-
 - (i) President;
 - (ii) Vice-President;
 - (iii) Secretary;
 - (iv) Joint Secretary-cum-Treasurer.
 - 2. Seven members elected by the General Body. Not more than two members of the Executive will be elected from any one department.
- (f) In case of a casual vacancy of an office-bearer, the Executive Committee shall have the power to nominate one from amongst its members to the office for the remaining part of the tenure.

VI. Office Bearers

1. *President*

The President shall be the principal executive and administrative head of the Association. He shall preside over all meetings of the General Body and the Executive Committee.

2. *Vice-President*

In the absence of President, the Vice-President will perform all the functions of the President.

3. *Secretary*

- (i) The Secretary shall convene the meetings both of the Executive Committee and the General Body;
- (ii) shall keep the members posted with all the relevant information concerning the activities of the Association and the programmes; and

4. *Joint Secretary-cum-Treasurer*

The Joint Secretary-cum-Treasurer shall be responsible for maintaining accounts of the Association and presenting the same to the President or the Secretary whenever required to do so.

VII. Term of Office

Members of the Executive Committee shall hold office for one year.

Members can be re-elected to hold office for the second term in succession. But no member of the Executive Committee shall hold office for more than two years in succession.

VIII. Financial Year

The financial year shall be from July 1st to June 30th. The account of the Association will be got audited every year immediately after the expiry of the financial year.

IX. Meetings

- (a) The Executive Committee shall meet at least once in two months during an academic year. The Secretary shall send a notice of meeting of the Executive Committee together with a copy of the agenda at least four days before the meeting.
- (b) *General Body*
 - (i) The General Body will meet, in conference or otherwise as and when necessary, but shall meet at least three times a year and hold its annual meeting in the month of August.

- (ii) The Secretary shall, not less than seven days before each meeting of the General Body, issue to each member a notice of the same and append the agenda as well.
 - (iii) The President may, in consultation with the Executive Committee, convene a special meeting of the General Body whenever necessary.
 - (iv) He shall also convene a meeting of General Body upon a requisition in writing signed by not less than ten members of the Association within seven days of the receipt of such a requisition.
- (c) *Emergency Meeting*
An emergency meeting of the Executive Committee may be called either by the President or the Secretary or at least five members of the Executive in writing at 24 hours notice.
- (d) *Annual Meeting*
At the annual meeting, the outgoing Secretary shall place before the General Body an annual report of the activities of the Association during his tenure and the Treasurer a copy of the Accounts duly audited.

X. Quorum

- (i) The quorum of the General Body meeting shall be one-third of the total membership of the Association.
- (ii) As regards the Executive Committee, five members will constitute the quorum.
- (iii) If a meeting of the General Body or the Executive Committee is adjourned for want of quorum, another meeting will be convened with due notice and at the reconvened meeting the members present shall constitute the quorum.

XI. Amendment

Amendments to the constitution may be made at a special meeting of the General Body for which at least fifteen days notice shall be necessary. A copy of the notice of the meeting shall be accompanied by the proposed amendment. No amendments shall be proposed unless at least ten members have given in writing their consent for the same. The quorum for the meetings specially convened to amend the constitution shall be half of the total membership or twenty, whichever is more. No amendment shall be deemed to have been carried unless it is supported by 2/3rd majority of the members present and voting. Such amendment shall take effect only when approved by the Syndicate of the University.

CHAPTER-II
CONSTITUTION OF THE RESEARCH SCHOLARS ASSOCIATION
PUNJABI UNIVERSITY, PATIALA

OBJECTIVES

Article-I

The objectives of the Association shall be:-

- (i) To provide a forum for Research Scholars to make their academic life in this University more meaningful;
- (ii) To adopt suitable means for improving research facilities and obtaining the requisite institutional support from all bodies concerned with research, including the University and the State;
- (iii) To provide closer contacts and friendly relations among the Research Scholars;
- (iv) To work for improving the existing system of conducting research in this University;
- (v) To adopt suitable means for bettering economic and financial problems of Research Scholars;
- (vi) To advocate, secure, maintain and safeguard the rights liberties of Research Scholars and help them pursue their academic work freely and raise the status of Research Scholars;
- (vii) To suggest and initiate moves for greater participation by Research Scholars in the academic life of the University.

CONSTITUTION

Article-II

The Research Scholars Association, Punjabi University, Patiala will include:-

- (i) The General Body;
- (ii) The Executive Council;
- (iii) The Office Bearers;
- (iv) Any Committee/Committees or Person/Persons appointed by the Executive Council/General Body.

MEMBERSHIP

Article-III

- (a) All persons engaged in full time research with any type of research fellowship in the Punjabi University can become members of the Association.
- (b) All those research fellows who had been receipt of any type of fellowship and were engaged in full time research will remain as full fledged members of the Association even when their fellowship gets suspended or terminated by one reason or the other: provided he/she is still engaged in full time research.
- (c) All persons engaged in full time research work with any type of fellowship at Punjabi University as post-doctoral can also become members of the Association.

GENERAL BODY

Article-IV

Ordinary Meetings of The General Body

- (a) The General Body of the Association shall consist of all the persons who fulfil the conditions laid down under Article-III.
- (b) The quorum for the General Body meeting shall be 1/3 of its strength unless otherwise stated by Clause (m).
- (c) The General Body of the Association shall be the supreme authority of the Association. It can make any amendment in the constitution according to the procedure laid down.

- (d) The General Body shall elect by vote, the President, the Vice-President, the General Secretary, the Joint-Secretary-cum-Treasurer and three persons (including at least one lady member if not otherwise elected as office bearer) for Executive Council every year on the floor of the house by secret ballot.
- (e) The official term of the office bearer shall be from 1st September to 31st August every year. The annual meeting shall be held in the first half of the August every year. However, in some special circumstances the General Body can extend the official term of the office bearer, but not by more than three months.
- (f) The General Secretary shall notify to the members at least three days before the date fixed for a meeting.
- (g) The General Body can appoint any person to preside over the meetings of the General Body if President and Vice-President both are absent.
- (h) A meeting of the General Body shall be held at least thrice a year.
- (i) Meeting of the General Body shall consider resolutions recommended to it for adoption by the Executive Council in the first instance.
- (j) There after the meeting shall take up any substantive motion not included in (i) above, but which, seven members of the Association have, before the commencement of the meeting requested the President in writing to allow them to place before the General Body.
- (k) It shall be obligatory for the Association/Union to notify immediately to the Registrar the date, time and venue of every meeting and shall also supply to the Registrar a copy of the agenda for the meeting.
- (l) The Association/Union shall also supply a copy of the proceeding of every meeting of the Executive or General Body, as the case may be within four days of such meeting.

Special Meeting

- (m) A special or emergency meeting of the General Body shall be held in case the Executive Council so decides or if at least 10 members, in writing, request the General Secretary of the Association to convene such a special meeting or by General Secretary or President within 24 hours notice.

EXECUTIVE COUNCIL

Article-V

- (a) The Executive Council shall consist of the President, the Vice-President, the General Secretary, the Joint Secretary Cum-Treasurer, three persons (including at least one lady member accordingly) elected by the General Body and one representative of associate members.
- (b) The President and the General Secretary of the Association shall be the Chairman and the Secretary of the Executive Council respectively.
- (c) The quorum for a meeting of the Executive Council shall be 2/3 of its strength.
- (d) The Executive Council shall be the highest executive authority of the Association and shall have the powers to carry out the policies and programmes laid down by the General Body.
- (e) The Executive Council shall place before every meeting of the Genral Body a report of the proceedings of the previous meeting of the General Body and Executive Council and also the agenda of business for the meeting be circulated in advance at least 24 hours before the meeting and shall allot time for non-official resolutions of which due notices may have been given by the members of the Association in accordance with the rules prescribed in the constitution.

POWERS AND FUNCTIONS OF THE OFFICE BEARERS

Article-VI

The office bearers shall make all efforts to execute the decisions taken by the Executive Council or General Body as the case may be.

1. *The President*

The President shall preside over the meetings of the General Body and the Executive Council. He will have the right of casting vote in the General Body and the Executive Council each. He will have the right to render advice in all matters related to the Association.

2. *Vice-President*

The Vice-President shall assist the President and shall act as President in his absence. If President resigns or is removed from his post, the Vice-President shall take over as President of the Association, till the new President is elected by the General Body.

3. *The General Secretary*

The General Secretary shall convene the meeting of the Executive Council and General Body. He shall conduct the proceedings of the house. He shall look after all the affairs of the Association. The General Secretary on behalf of the Executive Council shall place before General Body a report of the proceedings of the previous meetings of the Executive Council and General Body. He can spend up to Rs. 25/- for any work of the Association which he deems necessary without the prior sanction of the Executive Council.

4. *The Joint Secretary-cum-Treasurer*

The Joint Secretary-cum-Treasurer shall act as General Secretary in his absence. If General Secretary resigns or is removed from his post, the Joint Secretary shall act as General Secretary of the Association. He will keep the accounts of the funds of the Association. He will collect the money from the members against official receipt.

REMOVAL OF THE OFFICE BEARER

Article-VII

The office bearer of the Association can be removed after an emergent meeting of the General Body called for this purpose only and by 2/3 majority of the total membership and also present at that meeting.

Meeting can only be called on the written request of 1/3 of the total members of the Association.

AUDITING OF THE ACCOUNTS

Article-VIII

Auditing of accounts of Research Scholars Association shall initially be done by the Executive Council and shall then be deposited and cleared after the expiry of the tenure of the Executive Council to the office concerned in the University administration, within a period of one month, in the name of the President.

PROCEDURE FOR ELECTION PETITION/DISPUTE

Procedure for dealing with the election dispute etc. shall be within the jurisdiction of the Returning Officer in the light of the constitution of the Association. The Returning Officer will be appointed by the University authorities.

CHAPTER-III
PUNJABI UNIVERSITY EMPLOYEES ASSOCIATION*

CONSTITUTION

I. Name

The name of the Association shall be “Punjabi University Employees Association” hereinafter referred to as “The Association.”

II. Office

The office of the association shall be at the Punjabi University Campus, Rajpura Road, Patiala.

III. Aims and Objects

1. To promote and maintain the organization of the University employees and to foster a spirit of co-operation and fellow feelings and solidarity amongst persons employed in the University;
2. To promote and maintain amongst the members a sense of dignity, discipline, duty and responsibility befitting the citizens of free India;
3. To create, maintain and promote cordial relations and mutual understanding between the members of the Association and the authorities of the University and to work in collaboration with the authorities for the progress of the University;
4. To devise and to suggest to the University authorities the ways and means of increasing efficiency in the discharge of duties, and to work for their implementation;

* The word 'Registered' shall be added after the registration of the Association.

5. To promote and safeguard the economic, educational and social interests of the University employees and to make efforts for their general uplift;
6. To safeguard and promote the interests, rights, and the privileges of the members in all matters concerning the conditions of their service, and to devise and work for the enforcement of a uniform policy of such matters;
7. To provide suitable moral, legal, and/or financial or any other assistance to the members in the time of adversity arising as a result of their unemployment, long illness or involvement in litigation etc., etc.
8. To establish multipurpose co-operative societies for the general benefit of the employees and to take such other action as may be conducive to develop amongst the University employees an understanding of the advantages and facilities of an organized life;
9. To create, hold, control and administer funds and to spend such funds and to utilize property of the Association for the furtherance of its objects.
10. To represent to the University authorities on matters of common interest and to take all suitable steps including publication of journal or other literature for the achievements and furtherance of its aims and objects.

IV. Membership

1. Subject to the provisions of this constitution, all the employees (non-teaching) of the Punjabi University shall be entitled to become members of the Association.
2. Membership shall require fulfilment of the following conditions:-
 - (a) Subscribing to the aims and objects of the Association;
 - (b) Pledging to abide by the provisions of this Constitution;
 - (c) Pledging to honour the decisions taken from time to time by the Executive Committee and the General Body; and

- (d) Making regular payments of subscription as laid down in the Constitution and such other contributions as may, under the provisions of the constitution, be raised by the Executive Committee, from time to time.

V. Forfeiture of Membership

1. A member who defaults the payment of subscription fee for two consecutive quarters shall cease to be a member of the Association. Such a member may be re-admitted as a member on payment of arrears of the subscription fee, re-admission fee and such other special contributions as the Association might have raised from time to time.
2. The Executive-Committee may by two-third majority of the total number of its members cancel the membership of any person if it is satisfied that continuing of that person as a member of the Association is prejudicial to the interests of the Association; provided, however, that it shall be open to such a member to appeal to the General Body and the decision of the General Body shall be final. On re-admission, such members shall not be required to pay the arrears of the subscription fee and such other special contributions as the Association might have raised from time to time, if any.
3. A member who is found to be a member of any other trade/labour organization shall, unless otherwise provided, be expelled from the membership of the Association. He may be re-enrolled as a member if he severs all relations with that trade/labour organization. Such a member shall have to pay the new admission fee only.
4. An employee who leaves the University service shall cease to be a member of the Association.
5. Employees who proceed on long leave shall retain their membership for the duration of their leave. On return, however, they shall be required to pay the arrears of the subscription fee and such other special contributions as might have been raised from time to time.

VI. Restriction to become a member of any other trade/labour organization

The members of the Association shall not be entitled to enrol themselves as members of any other trade/labour organization.

VII. Fees

1. Unless otherwise provided admission/re-admission fee of Re. 1/- per member shall be charged at the time of enrolment/re-enrolment.
2. A subscription fee of Re. 1/- per quarter will be charged from each member as under:-

First Quarter	January-March
Second Quarter	April-June
Third Quarter	July-September
Fourth Quarter	October-December
3. A member may, at his option, pay the subscription fee in advance for any number of quarters.
4. On a written application, the Executive Committee may reduce/remmit the amount of subscription to be paid by a member.

VIII. Rights and privileges of the Members

All members of the Association who are not in arrears of their dues to the Association will enjoy all rights and privileges assured by the constitution and other benefits, namely:-

- (a) to elect and to be elected as an office-bearer of the Association;
- (b) to participate in all functions of the Association which are open to ordinary members;
- (c) to enjoy the benefits of all such welfare activities which the Association may undertake from time to time;
- (d) every member shall have one vote only.

IX. Funds

1. For the general working of the Association, the admission fee and the subscription fee shall constitute the funds of the Association.

2. For special purposes, just as establishment of multipurpose co-operative societies etc., funds shall be raised from the participating members.
3. If the circumstances so warrant, the Association may raise special contribution for the working of the Association. Such special contributions shall be raised from amongst the members of the Association only.
4. Not more than 75% of subscription may be spent by the Executive Committee.
5. 25% of subscription and the admission fee shall be transferred to the 'Reserve Fund' which will be utilised with the approval of the General Body on purposes of extraordinary nature.

X. Maintenance of Accounts

1. Register of members shall be maintained by the Assistant Secretary.
2. Registers of accounts shall be maintained by the Treasurer.
3. The accounts shall be subject to audit by the auditors appointed by the General Body.
4. The funds of the Association shall be deposited in the State Bank of Patiala or Post Office Savings Bank Account at the Punjabi University Campus, Patiala.
5. Balances of the special funds/contributions raised under clauses IX (2) and IX (3), if any, 25% share of the subscription fee and the amount of admission fee shall be deposited in the State Bank of Patiala or the Post Office at the Punjabi University Campus, Patiala in a separate account titled "The Punjabi University Employees Association's Reserve Funds".
6. The Bank/Post Office account shall be operated by the President and the General Secretary jointly. The Treasurer shall, however, be entitled to deposit amounts in the Association's account with the Bank/Post Office on behalf of the Association.
7. No portion of any fund of the Association shall be distributed amongst its members/office bearers.

XI. Constituents

The Association shall consist of:-

1. The General Body consisting of all members.
2. *The Executive Committee consisting of the following office bearers:-*
 - (i) President-one-elected;
 - (ii) Vice-President-one-elected;
 - (iii) General Secretary-one-elected;
 - (iv) Secretary-one-elected;
 - (v) Propaganda Secretary-one-elected;
 - (vi) Treasurer-one-elected;
 - (vii) Assistant Secretary-one-elected;
 - (viii) Executive members-five-elected.

In addition the President may co-opt a number of members. The number of co-opted members shall, ordinarily, not exceed two but with, a view to giving due representation to different departments/sections/branches, the number of co-opted may, with the approval of the Executive Committee be increased to five.

3. *Special Committees*

A Special Committee may be constituted by the Executive Committee/General Body for the achievement of some specific purpose. The members of a Special Committee shall not exceed five including the Chairman. One member of every Special Committee shall represent the Executive Committee.

XII. Privileges, Tenure and duties of the Bodies and Office Bearers of the Association

A. General Body

1. Supreme authority shall vest in the General Body of the Association. It will act in accordance with the provisions of the constitution. The general policy of the Association shall always be decided by the General Body.

2. The General Body shall ordinarily meet once in a year in December/January to elect the office bearers and to elect members of the Executive Committee and to review its general policy, but if the circumstances so warrant the meeting of the General Body may be convened more frequently.
 3. A special meeting of the General Body shall be convened when 25% of members of the Association give in writing for convening such a meeting.
 4. Ordinarily a notice of 21 days will be served in advance for each meeting of the General Body, but in extraordinary circumstances the meeting may be convened at a shorter notice.
- B. *The Executive Committee*
1. The Executive Committee shall act in accordance with the provisions of the constitution and shall carry out the general policy laid down by the General Body.
 2. The Executive Committee shall present the Annual Report of the working of the committee and the balance sheet of the accounts of the Association, duly audited by the auditors appointed by the General Committee at its previous Annual Meeting.
 3. It shall also conduct election of the office-bearers.
 4. Tenure of the Executive Committee shall be one year, from January to December, but, if under certain circumstances election is not conducted by the end of December, the Executive will remain in office for a further period of 30 days or till the new election is held, whichever is earlier.
- C. *Special Committee*
- A Special Committee, if and when appointed, shall act in accordance with the duties specified at the time of its appointment and shall submit its report to the Executive Committee/General Body, as the case may be, within the stipulated time. If the report cannot be finalized within the stipulated time, it shall get prior permission of the Executive Committee/General Body, as the case may be, for the extension of time for the submission of the report.

D. *Office Bearers*

In addition to the duties specified below, all the office bearers shall perform all such other duties as (a) laid down, elsewhere, in the constitution and (b) entrusted to them by the Executive Committee/General Body.

(i) *The President*

The President shall preside over all the meetings of the Executive Committee/General Body and shall conduct the proceedings of the meetings.

(ii) *The Vice-President*

The Vice-President shall, in the absence of the President, perform the duties of the President; provided that, when none of the President or the Vice-President is present to conduct a meeting, the members present shall elect any member to perform the duties of the President for that meeting only.

(iii) *The General Secretary*

The General Secretary shall

- (a) prepare the agenda for the meetings and shall convene meetings;
- (b) be the custodian of all the moveable and immoveable property of the Association and shall maintain the stock book and inventory of all property belonging to the Association. The stock book and inventory shall be duly signed by each in-coming General Secretary after verification within a fortnight of his taking charge of the office.

(iv) *The Secretary*

The Secretary shall maintain record of proceedings of all meetings of the Association. The proceedings of a meeting as recorded by the Secretary shall be confirmed by the Executive Committee/General Body, as the case may be, at its next meeting. In the absence of the General Secretary, the Secretary shall perform the duties of the General Secretary.

(v) *The Assistant Secretary*

The Assistant Secretary shall assist the General Secretary and the Secretary in the performance of their duties, and, in the absence of the Secretary, shall perform the duties of the Secretary.

(vi) *The Treasurer*

The Treasurer shall maintain the accounts of the funds of the Association and shall produce it before the Executive Committee for final approval as a token of which the President and the General Secretary shall countersign the account books.

He shall prepare the Annual Balance Sheet for Presentation to the General Body in the annual meeting.

He shall remit all the money received or collected to the Bank/Post office for deposit in the respective accounts of the Association.

(vii) *The Propaganda Secretary*

The Propaganda Secretary shall be responsible for propagating amongst the employees and the authorities the basic policy of the Association and for creating an atmosphere favourable for the achievement of aims and objects of the Association.

In the absence of the General Secretary and the Secretary, he shall perform the duties of the General Secretary.

XIII. Decisions

All issues shall be decided, except as otherwise provided in the constitution, by a simple majority vote : Provided that the President may, in case the votes are evenly divided, exercise a casting vote to decide an issue.

XIV. Financial Powers

The President can spend up to Rs. 20/- on a single item. For higher amounts prior approval of Executive Committee shall be essential.

In the absence of the President, the General Secretary shall be entitled to spend up to Rs. 20/- on a single item.

All cheques shall be signed by the President and the General Secretary jointly.

In the absence of the President or the General Secretary or both, the Executive Committee shall be empowered to delegate the financial powers of the President or the General Secretary or both to one or two members, as the case may be, of the Executive Committee for the period of their absence, for the smooth running of the Association's work.

XV. Elections

1. Every member shall have one vote only.
2. Election shall be by secret ballot.
3. Names of the candidates for the offices shall be proposed and seconded in the annual meeting of the General Body. Before the polling of the votes, the candidates will be allowed to withdraw, if any of them so likes.
4. Election shall be by majority vote. In case of a tie for any office, the Chairman of the meeting shall decide the issue through casting vote.

XVI. Meetings

1. The Executive Committee shall meet at least once in a quarter.
2. The General Body shall meet at least once in a year, in the month of December or January.
3. A Special Committee may hold as many meetings as decided by the members of the Special Committee.

XVII. Quorum

Quorum, unless otherwise provided, shall be one third of the strength of the members for the meetings of the Executive Committee and the Special Committees and one fifth for the meetings of the General Body.

XVIII. No Confidence Motion

No motion expressing want of confidence in the Executive committee shall be tabled by less than a minimum number of members equivalent to one fifth of the total number of members on roll. All decisions on such motions shall be made by the simple majority of all the members on roll on the date of meeting.

XIX. Amendments

Amendments to the provisions of the constitution may be made by the General Body by a majority of 2/3rd of the members present. No amendment shall, however, become effective unless approved by the Syndicate of the Punjabi University.

XX. Dissolution

The Association may be dissolved by the General Body by a two-third majority of all the members on roll on the date of the meeting. Balances of the funds, after clearing the liabilities shall be utilised in such a way as is agreed upon by the members, but the balances shall not be distributed among the members in cash.

The constitution shall be deemed to have come in force from the date it is approved by the General Body and the Syndicate.

CHAPTER-IV
THE CONSTITUTION OF THE MANAGING COMMITTEE
OF THE SENIOR SECONDARY MODEL SCHOOL,
PUNJABI UNIVERSITY, PATIALA

I. Name

The name of this Managing Committee shall be 'The Managing Committee of the Senior Secondary Model School, Punjabi University, Patiala'.

II. Functions

1. To formulate educational and administrative policy for the school consistent with the rules and regulations of the Education Department, Punjab;
2. To control and run the school efficiently;
3. To provide necessary building, staff and equipment for the efficient running of the school;
4. To appoint teachers, to fix grades of pay, to grant annual increment according to grades, to decide cases of punishment and reward and to decide all issues concerning the school management, administration and organisation;
5. To formulate rules and regulations for running the school.

III. Composition

The Managing Committee shall consist of the following members:-

- | | |
|---|----------------|
| 1. Vice-Chancellor | President |
| 2. Registrar | Vice-President |
| 3. Assistant Registrar (Accounts) | Treasurer |
| 4-7. Deans of Education, Science,
Arts and Social Sciences, and
Languages Faculties of the University | Members |

- | | | |
|--------|--|-----------|
| 8. | University Medical Officer | Member |
| 9. | Head, University Library | Member |
| 10. | President, Parent Teacher Association,
Senior Secondary Model School | Member |
| 11-12. | Teachers Representative (Two)
(By rotation according to age) | Members |
| 13-14. | Two experts in school education to be
nominated by the President and the other
by the Education Department | Members |
| 15. | Principal, Senior Secondary Model School | Secretary |
| 16. | District Education officer or his nominee | Member |
- The committee shall have a two year term.

Note:-The President will have the authority to co-opt more members.

IV. Meetings

- (a) The committee shall ordinarily meet twice a year. Emergent meeting can be called at any time by the President.
- (b) Agenda for ordinary meetings be circulated three clear days before the meetings for which atleast one week notice shall be necessary. Emergency meeting may be held on 24 hours notice.
- (c) 1/3 or nearest of 1/3 of the members will constitute a quorum.
- (d) The time and the place of meetings will be fixed by the Secretary in consultation with the President.
- (e) The President, and in his absence, the Vice-President will preside over the meetings.
- (f) The Secretary shall record and keep minutes of the meetings.

V. Powers of the Office Bearers

- (a) *President*
 - (i) He can delegate his powers to the Vice-President or any other member.
 - (ii) He will have the casting vote.
 - (iii) He shall summon the meetings and preside over them.

- (iv) He shall appoint teachers and other staff in the school on adhoc basis on the advice of the school Principal.
- (b) *Vice-President*
 - (i) He will preside over the meetings of the committee in the absence of the President.
 - (ii) He will assume all or such powers as delegated to him by the President.
- (c) *Secretary*
 - (i) To supervise the work of the school and run it according to directions of the Managing Committee.
 - (ii) To correspond on behalf of the Managing Committee.
 - (iii) To record the proceedings of the meeting and report their compliance at subsequent meetings.

VI. Property and Accounts

The property (moveable and immoveable) of the school will vest in the University Administration. The budget as sanctioned by the University Syndicate on the advice of the Managing Committee will be operated by the Principal and Assistant Registrar (Accounts) jointly. Accounts will be got audited by the Assistant Registrar (Accounts) and report submitted to the Managing Committee at its budgetory meeting in every February.

CHAPTER-V
REGULATION COMMITTEE

1. There shall be a regulation committee to be appointed by the Syndicate for a term of two years.
2. The committee shall have the power to co-opt more members according to the exigencies of the work.
3. Three members shall form a quorum.
4. All proposals for framing or amending of Statutes, Ordinances and Rules would be examined by the Regulation Committee before these are submitted to the Academic Council, Syndicate as the case may be and the Committee would perform such other functions and duties as might be assigned to it by the Vice-Chancellor from time to time.

CHAPTER-VI
SPORTS COMMITTEE-ITS CONSTITUTION

1. There shall be a 'Punjabi University Sports Committee', here-in-after referred to as P.U.S.C., for organizing and regulating sports activities within the territorial jurisdiction of the Punjabi university, constituted as follows:-
 - (a) Dean of Students and Dean of College Development Council;
 - (b) Principals of all colleges admitted to the privileges of the University and two representatives of the University Teaching Departments;
 - (c) Registrar, Punjabi University;
 - (d) Director Sports, Punjabi University;
 - (e) Five nominees of the principals of affiliated colleges who should be Directors of Physical Education or Professors associated with the sports activities of the college: Provided that such nomination shall be by rotation according to the date of affiliation of the college to this University or to the Panjab University, Chandigarh.
 - (f) Director, Physical Education (Joint Secretary).
2. The President and Vice-President of the committee will be appointed by rotation from amongst Principals and Dean, College Development Council according to seniority, to be determined according to age.
3. The Director Sports, Punjabi University shall be the Ex-Officio Secretary of the Committee.
4. Except for Ex-Officio members, of the committee other members shall hold office for one year.

5. Nine members shall form a quorum of the meeting of the Punjabi University Sports Committee.
6. There shall be an Executive Council consisting of the following members:-
 - (i) The President;
 - (ii) The Vice-President;
 - (iii) Dean of Students and Dean of College Development Council;
 - (iv) Principal, Government College of Physical Education;
 - (v) One nominee of the Syndicate;
 - (vi) Four Principals, two by rotation starting with youngest in age and two by rotation commencing with the eldest in age from amongst principals of non-professional colleges;
 - (vii) One Principal from professional colleges by rotation according to age;
 - (viii) One Principal to be nominated by the Vice-Chancellor in consultation with the president;
 - (ix) Secretary of the Sports Committee;
 - (x) The Registrar, Punjabi University, Patiala;
 - (xi) One member be taken on the University Sports Executive Council out of the five Physical Education Lecturers, from the General House on the basis of seniority in age, subject to the condition that no two members will represent the same College on the Executive Council. In such cases the Principal of the college will get precedence and the Physical Education Lecturer, next senior in age, will be taken on the Executive Council.

Note: In case any affiliated college fails to enter atleast two teams for the Punjabi University Inter-College competitions in a particular year, the Principal of that college will forfeit his turn of representation on the University Executive Council if it is due in the following year.

The Executive Council should ordinarily meet at least once in two months during the year (excluding the period of summer vacations).

7. Except for ex-officio members, other members of the Executive Council shall hold office for one year.
8. Five members shall form a quorum at the meetings of the Executive Council.
9. **Powers and Functions of the Executive Council**
 - (a) To organise, conduct and control the Punjabi University Sports Clubs and all other sports activities in which the P.U.S.C. participates in accordance with the rules, framed in that behalf by the P.U.S.C.
 - (b) To raise and spend funds of the P.U.S.C. in accordance with the budget estimates sanctioned by the general body, to sanction re-appropriations of funds from one budget head to another, to write off irrecoverable dues and items of stock and to condone delay in the submission of entries;
 - (c) To fill up any vacancy, occurring among its members or among the members of any club, in the course of the year, for the un-expired term pertaining thereto;
 - (d) To frame new bye-laws to meet any emergency that may arise in the bonafide discharge of its duties: Provided that such action is duly reported to the next general meeting of the P.U.S.C. for obtaining its approval thereto;
 - (e) To consider and recommend, for adoption by the annual general meeting, with its appropriate comments, the annual reports of the Secretary on the year's activities, the reports and statements of accounts of the various sports clubs, the annual budget estimates and the general fixtures list for the ensuing year.
10. **Duties and powers of the Punjabi University Sports Committee shall be:-**
 - (a) To organize, conduct and control the Punjabi University sports tournaments and to organize various University sports clubs and all other sports activities in which the P.U.S.C. participates, and to frame rules for the organization, conduct and control of the Punjabi University Sports Tournaments;

- (b) To interpret and enforce and to give decisions and rulings on any point not covered by these rules;
- (c) To frame bye-laws consistent with its rules, and to appoint sub-committee, committees, if and when necessary and fix their terms of reference;
- (d) To appoint once a year, Presidents, Honorary Secretaries and members of the various University Sports Clubs and to frame rules pertaining to the selection of University teams;
- (e) To consider and approve the annual budget and the general fixtures list;
- (f) To consider and adopt annual reports and audited statements of accounts of the P.U.S.C. and the University sports clubs;
- (g) To raise funds and to incur expenditure in accordance with the budget estimates approved by it;
- (h) To condone delay in the submission of entries by colleges for the Punjabi University Sports Tournaments;
- (i) To fill up any vacancy occurring among the members of any club in the course of the year, for the unexpired term pertaining thereto;
- (j) To decide which University teams shall participate in the inter-varsity tournaments and to select on the recommendations of sub-committees, players to represent the University in such tournaments;
- (k) To appoint official/officials to accompany the Punjabi University Sports teams for inter-varsity matches;
- (l) To sanction re-appropriations of funds from one budget head to another, to write off irrecoverable dues and items of stock and to condone delay in the submission of entries;
- (m) To take any other action to further the aims and objects of P.U.S.C.

11. **Duties and Powers of the Officers**

President

The President will preside over meetings of the P.U.S.C. and discharge such functions as may be assigned to him by the P.U.S.C. In case of votes being equal, he shall have a casting vote. He shall have the power to sanction an expenditure of Rs.100/- in case of an individual item. In an emergency, he shall have powers to take decisions to meet the situation. Such decisions shall be reported to the Sports Committee at its next meeting.

Vice-President

In the absence of the President, the Vice-President shall act as President and shall exercise powers vested in the President.

Secretary

The Secretary shall carry on correspondence on behalf of the P.U.S.C. and give effect to the resolutions of the P.U.S.C. as its executive officer. He shall issue notices of meetings and record minutes. He shall be responsible for the maintenance of all records and shall be the custodian of the property of the P.U.S.C. He shall carry out such other duties as may be assigned to him from time to time.

He shall have an imprest of Rs. 200/- and shall have the power to incur an expenditure of Rs. 50/- on any one item at a time. He shall issue receipts for all sums received. All payments shall be made by him in accordance with the rules of the P.U.S.C. He shall maintain accounts of the P.U.S.C. funds and shall present an audited statement of accounts for the year.

12. **Annual General Meeting**

An annual general meeting of the P.U.S.C. shall be held in August/September each year. There shall be fifteen days' notice for the annual general meeting.

The President shall convene the meeting on a date to be determined by him.

The annual general meeting shall:-

- (a) Appoint office-bearers and members of clubs;
- (b) Adopt the annual reports of the club for the preceding year;
- (c) Accept and pass the audited statement of accounts of the P.U.S.C. and its associated clubs;

- (d) Consider and approve the budget estimates and the general fixtures list for the ensuing session;
- (e) Transact any other business with the permission of the President;
- (f) Make amendments to old rules or make new rules of the P.U.S.C.

Note : (i) Proposals and suggestions for inclusion in the agenda of the annual general meeting should reach the Secretary by the 30th of May at the latest.

(ii) Until the annual general meeting has been held the old office-bearers and committees shall continue to function.

13. Ordinary and Special Meetings

On a written application by one-third of the total members of the P.U.S.C. stating specifically the purpose for calling such a meeting, the President shall convene a special meeting of the P.U.S.C. within six days of the receipt of such application.

No business other than that given in the application shall be conducted at the special meeting.

All decisions shall be taken by a simple majority vote; in case of votes being equal, the President/Chairman shall have a casting vote.

Members cannot record their vote by proxy.

14. Submission of Reports and Accounts to University Bodies

The following reports and accounts of the P.U.S.C. as approved by it shall be submitted to the Syndicate:-

- (i) Report by the secretary;
- (ii) Annual accounts of the P.U.S.C. duly audited by the Resident Senior Auditor;
- (iii) Audit report of the Resident Senior Auditor.

The Syndicate shall have the power of general supervision on the P.U.S.C.

15. Powers of issuing Cheques out of Sports Committee Fund

- | | | |
|-------------------------------------|----------------|----------------------------------|
| (i) Secretary, Sports Committee | upto Rs. 500/- | } As determined by the Syndicate |
| (ii) Assistant Registrar (Accounts) | | |
| (iii) Finance Officer | | |
| (iv) Registrar | | |

CHAPTER-VII
SPORTS COMMITTEE (WOMEN)-ITS CONSTITUTION

1. There shall be a 'Punjabi University Women Sports Committee' hereinafter referred to as P.U.W.S.C. for organizing and regulating sports activities within the territorial jurisdiction of the Punjabi University, constituted as follows:-
 - (a) Dean of Students and Dean, College Development Council;
 - (b) Principals of all affiliated women colleges and two women representatives of the University teaching departments;
 - (c) Principals of all affiliated co-educational colleges: Provided that if the principal is a man, his nominee (woman) shall be a member of the committee;
 - (d) The Registrar, Punjabi University, Patiala;
 - (e) Director Sports, Punjabi University;
 - (f) The Directress of Physical Education, Punjabi University, Patiala;
 - (g) One Directress of Physical Education having a minimum experience of five years in the colleges admitted to the privileges of the University by rotation according to age.
2. The President and Vice-President of the committee will be appointed by rotation from amongst women Principals and Dean, Students according to seniority-to be determined according to age.
3. The Director Sports, Punjabi University shall be the Ex-Officio Secretary and the Directress of Physical Education shall be the Joint Secretary of the Committee.
4. Seven members shall form a quorum of the meeting of the Punjabi University Women Sports Committee.

5. There shall be an Executive Council consisting of the following members:-
 - (i) The President;
 - (ii) The Vice-President;
 - (iii) Dean, Students and Dean, College Development Council;
 - (iv) Principal, Government College of Physical Education;
 - (v) Two women Principals, one by rotation starting with the youngest in age and one by rotation commencing with the eldest in age from amongst principals of women colleges;
 - (vi) One woman Principal to be nominated by the Vice-Chancellor in consultation with the President;
 - (vii) Secretary of the Women Sports Committee;
 - (viii) One member be taken on the University Sports Executive Council out of the five Physical Education lecturers from the general house on the basis of seniority in age, subject to the condition that no two members will represent the same college on the Executive Council. In such cases the Principal of the college will get precedence and after that the Physical Education Lecturer next senior in age, will be taken on the Executive Council.
6. The members of the Executive Council shall hold office for one year.
7. Three members shall form a quorum at the meetings of the Executive Council.
8. **Aims and Objects**
 - (a) To promote true spirit of sportsmanship and camaraderie among students;
 - (b) To conduct annual tournaments in various sports events for women students of all colleges admitted to the privileges of the University;
 - (c) To organize and prepare teams for participation in inter-university contests, to hold such tournaments and to promote inter-university fellowship.

9. **Duties and powers of the Punjabi University Women Sports Committee shall be:-**

- (a) To organize, conduct and control the Punjabi University Women Sports Clubs and all other sports activities in which the P.U.W.S.C. participates, and to frame rules for the organisation, conduct and control of the P.U.W.S.C. tournaments;
- (b) To interpret and enforce its rules and to give decision and rulings on any point not covered by these rules;
- (c) To frame bye-laws consistent with its rules, and to appoint sub-committee/committees, if and, when necessary, and fix their terms of reference;
- (d) To appoint once a year, Presidents, Honorary Secretaries and members of the various University Sports Clubs and to frame rules pertaining to the selection of University teams;
- (e) To consider and approve the annual budget and the general fixtures list;
- (f) To consider and adopt annual reports and audited statements of accounts of the P.U.W.S.C. and the University Sports Clubs;
- (g) To raise funds and to incur expenditure in accordance with the budget estimates approved by it;
- (h) To condone delay in the submission of entries by colleges for P.U.W.S.C. tournaments;
- (i) To fill up any vacancy occurring among the members of any club, in the course of the year, for the unexpired term pertaining thereto;
- (j) To decide which University teams shall participate in the inter-university tournaments and to select on the recommendation of sub-committees, players to represent the University in such tournaments;
- (k) To appoint officials to accompany P.U.W.S.C teams for inter-university matches;

- (l) To sanction re-appropriations of funds from one budget head to another, to write off irrecoverable dues and items of stock and to condone delay in the submission of entries;
- (m) To take any other action to further the aims and objects of P.U.W.S.C.

10. **Duties and Powers of the Officers**

President

The President will preside over meetings of the P.U.W.S.C. and discharge such functions as may be assigned to him in that capacity by the P.U.W.S.C. In case of votes being equal, he shall have a casting vote. He shall have the power to sanction an expenditure of Rs. 100/- in case of an individual item. In an emergency, he shall have power to take decisions to meet the situation. Such decisions shall be reported to the Women Sports Committee at its meeting.

Vice-President

In the absence of the President, the Vice-President shall act as President, and exercise powers vested in the President.

Secretary

The Secretary shall carry on correspondence on behalf of the P.U.W.S.C. and give effect to the resolutions of the P.U.W.S.C. as its executive officer. He shall be responsible for the maintenance of all records and shall be the custodian of the property of the P.U.W.S.C. He shall carry out such other duties as may be assigned to him from time to time.

He shall have an imprest of Rs. 200/- and shall have the power to incur an expenditure of Rs. 50/- on anyone item at a time. He shall issue receipts for all sums received. All payments shall be made by him in accordance with the rules of the P.U.W.S.C. He shall maintain accounts of the P.U.W.S.C. funds and shall present an audited statement of accounts for the year.

11. **Annual General Meeting**

An Annual General Meeting of the P.U.W.S.C. shall be held in August/September each year. There shall be fifteen days notice for the annual general meeting.

The President shall convene the meeting on a date to be determined by him.

The Annual General Meeting shall:-

- (a) Appoint office-bearers and members of clubs;
- (b) Adopt the annual reports of the clubs for the preceding year;
- (c) Accept and pass the audited statement of accounts of the P.U.W.S.C. and its associated clubs;
- (d) Consider and approve the budget estimates and general fixtures list for the ensuing session;
- (e) Transact any other business with permission of the President;
- (f) Make amendments to old rules or make new rules of the P.U.W.S.C.

Note: (i) Proposals and suggestions for inclusion in the agenda of the annual general meeting should reach the Secretary by the 30th of May at the latest.

(ii) Until the annual general meeting has been held, the old office bearers and committees shall continue to function.

12. Ordinary and Special Meetings

On a written application by one-third of the total members of the P.U.W.S.C. stating specifically the purpose for calling such a meeting, the President shall convene a special meeting of the P.U.W.S.C. within six days of the receipt of such application.

No business other than that given in the application shall be conducted at the special meeting.

All decisions shall be taken by a simple majority vote and in case of votes being equal the President/Chairman shall have a casting vote.

13. Submission of Reports and Accounts to the University Bodies

The following reports and accounts of the P.U.W.S.C. as approved by it shall be submitted to the Syndicate:-

- (i) Report by the Secretary;
- (ii) Annual accounts of the P.U.W.S.C. duly audited by the Resident Senior Auditor;

(iii) Audit report of the Resident Senior Auditor.
The Syndicate shall have the power of general supervision on the P.U.W.S.C.

14. **Powers of Issuing Cheques out of Sports Committee Fund**

- | | |
|-------------------------------------|-------------------------------------|
| (i) Secretary, Sports Committee | up to Rs. 500/- |
| (ii) Assistant Registrar (Accounts) | } as determined
by the Syndicate |
| (iii) Finance Officer | |
| (iv) Registrar | |

CHAPTER-VIII

FUNCTIONS OF BOARDS OF STUDIES

The following shall be the functions of the Boards of Studies :

1. To prepare syllabi and suggest courses of reading, scheme of studies and examination, detailed instructions for the paper-setter in the light of guide lines given by the Academic Council from time to time.
2. To recommend panels of paper-setters.
3. To consider the report of examiners and to take corrective measures, if necessary.
4. To suggest measures for maintenance and improvement of the standard of teaching and assessment and to review the standard of question papers.
5. To recommend panel of experts on the selection committees for teaching and research posts in the University Departments; Provided that in case the Chairman of a Board of Studies is to appear before a selection committee as a candidate, the panel recommended under his Chairmanship shall not be used and in that event the Vice-Chancellor will draw a panel of experts of his own.
6. To advise on any other matter assigned to it by the Vice-Chancellor/Dean Academic Affairs from time to time.

CHAPTER-IX
YOUTH WELFARE COMMITTEE
ITS CONSTITUTION

1. There shall be a 'Punjabi University Youth Welfare Committee' hereinafter referred to as P. U. Y. W. C. for planning youth welfare activities within the territorial jurisdiction of the Punjabi University, constituted as follows:-
 - (a) (i) Dean, College Development Council,
Ex-Officio Member;
 - (ii) Dean, Academic Affairs,
Ex-Officio Member;
 - (iii) Dean, Students,
Ex-Officio Member;
 - (iv) Director, Youth Services, Punjab, Chandigarh
Ex-Officio Member;
 - (b) Principals of all the colleges affiliated to this University;
 - (c) Two teachers to be nominated by the Vice-Chancellor every year; one from University teaching departments and one from affiliated colleges who are associated with youth activities;
 - (d) Two students to be nominated by the Vice-Chancellor every year on the basis of their achievements in youth activities;
 - (e) Director, Youth Welfare, Punjabi University, Patiala-
Ex-Officio Member, Secretary.
2. The President of the committee will be appointed by rotation from amongst Principals, Dean, College Development Council and Dean of Students, according to seniority to be determined according to age.

3. Nine members shall form a quorum of the meeting of the Punjabi University Youth Welfare Committee.
4. **Aims and Objects**
 - (a) To plan youth welfare programmes including hikes, camps, educational tours etc.;
 - (b) To plan youth cultural programmes, festivals, extension lectures etc.
 - (c) To maintain active liaison with the teaching departments and colleges admitted to the privileges of the University with a view to locating likely youth talent;
 - (d) To plan functioning of youth club, hiking and trekking club and other clubs and societies formed for welfare of students.
5. There shall be 'Punjabi University Youth Welfare Executive Committee' consisting of the following members for organising and regulating various youth activities in the territorial jurisdiction of the Punjabi University, Patiala and for making suitable recommendations to various University bodies for taking appropriate decisions in this regard:-
 - (i) President, P.U. Y.W.C. (Ex-Officio President);
 - (ii) Dean, College Development Council;
 - (iii) Dean, Academic Affairs;
 - (iv) Dean, Students;
 - (v) Director, Youth Services, Punjab;
 - (vi) Eight principals to be nominated by the Vice-Chancellor every year; 4 each from private and government colleges affiliated to this University; one of whom shall be a Principal of a Women College.
 - (vii) Two teachers to be nominated by the Vice-Chancellor every year; one from University teaching departments and one from affiliated colleges who are actively associated with youth activities;
 - (viii) Two students to be nominated by the Vice-Chancellor every year on the basis of their achievements in youth activities;
 - (ix) Director, Youth Welfare, Punjabi University, Patiala, Ex-Officio Member-Secretary.

6. This committee will work under the over all supervision of the Vice-Chancellor.
7. Five members shall form a quorum of the meeting of the Punjabi University, Youth Welfare Executive Committee.
8. **Duties and Powers of the Punjabi University Youth Welfare Executive Committee shall be:-**
 - (a) to organise, conduct and control the youth welfare activities including youth festival and other competitions and to organise various University Youth Welfare Clubs and to frame rules for the organisation, conduct and control of the Punjabi University Youth Welfare Committee.
 - (b) to consider and adopt annual reports and audited statements of accounts of the Punjabi University Youth Welfare Committee, and the youth club.
 - (c) to interpret, enforce its rules and to give decisions and rulings on any point not covered by these rules.
 - (d) to make recommendations to the Punjabi University Youth Welfare Committee for approval regarding the framing of bye-laws consistent with its rules and in the appointment of sub-committees, committees, if and when necessary and fix their terms of reference;
 - (e) to make recommendations to Punjabi University Youth Welfare Committee for approval regarding the writing off irrecoverable dues and items of stock.
9. **Duties and Powers of the Officers**

President
The President will preside over the meetings of the Punjabi University Youth Welfare Committee and discharge such functions as may be assigned to him.

Secretary
The Secretary shall carry on correspondence on behalf of the Punjabi University Youth Welfare Committee and give effect to the resolutions of the P.U.Y.W.C. as its executive officer. He shall issue notices of meetings and record minutes. He shall be responsible for the maintenance of all records and shall be the custodian of the property of the P.U.Y.W.C. He shall carry out such other duties as may be assigned to him from time to time.

10. **Annual General Meeting**

Annual General Meeting of the P.U.Y.W.C. shall be held in August/September every year. There shall be fifteen days notice for the Annual General Meeting.

The Secretary shall convene the meeting on a date to be determined by him.

The Annual General Meeting shall:-

- (a) Adopt the annual reports of the clubs for the preceding year;
- (b) Accept and pass the audited statement of accounts of the P.U.Y.W.C. and its associated club;
- (c) Transact any other business with the permission of the President.

Note: (i) Proposals and suggestions for inclusion in the agenda of Annual General Meeting should reach the Secretary by July 30 at the latest.

(ii) All decisions shall be taken by simple majority vote. In case of votes being equal, the President shall have a casting vote.

(iii) Annual report together with the audited statement of accounts of P.U.Y.W.C. will be submitted to the Vice-Chancellor who shall place it before the Syndicate every year.

CHAPTER-X
THE COLLEGE DEVELOPMENT COUNCIL

The College Development Council is a vital link between University Grants Commission, the University, Affiliated Colleges and State Education Department. It would serve as an academic guide to college system on one end and ensure inter-action between academic facilities available in the University and college teachers on the other.

Functions

The Council shall:-

- (i) function as a policy making body in regard to proper planning and integrated development of colleges;
- (ii) conduct surveys of all the affiliated colleges, districtwise, with a view to prepare and maintain and up-to-date profile of each college under the University, reviewing the existing facilities and identifying the needs and gaps that need to be filled for the development of colleges and make such information available to the UGC and other concerned bodies;
- (iii) advise the University on all matters relating to development of affiliated colleges, such as provision of adequate facilities, academic and teaching and research and its periodic evaluation for enabling the University to maintain reasonable continuity of policy in regard to development of colleges;
- (iv) prepare perspective plan for the development and opening of new colleges to enable the University and State Education Authorities to take long term decisions on the planning and development of colleges and may advise the University on matters relating to different disciplines taught in colleges at different levels of University education;

- (v) advise the University in regard to rationalisation and implementation of University's policy in respect of affiliation of colleges;
- (vi) keep close contact with the colleges with a view to help them in their proper development, selection of teachers, students amenities, proper utilisation of grants and efficient implementation of UGC approved projects and reforms viz. Examination Reforms Courses, College Science Improvement Programme, College Humanities and Social Sciences Improvement Programme, restructuring of courses to make them more relevant and significant not only to students, but also to the region as a whole by assessing social transformation and regional development;
- (vii) review the facilities for Post-graduate departments of colleges in terms of the norms prescribed by the UGC, and assist those having the potential of coming up to the norms within a few years;
- (viii) help in the selective development of some colleges to remove regional imbalance and also assist colleges to realise their potential and in identification of colleges for autonomous status;
- (ix) evaluate and assess the impact of UGC grants utilised by colleges for implementation of various development projects;
- (x) ensure that the UGC grants released to the University for disbursement to colleges are not held/locked up or utilised by the University for its own purposes, and also ensure that these grants are properly and expeditiously disbursed to colleges for specified purposes according to the guidelines laid down by the Commission;
- (xi) obtain from colleges and furnish to the Commission utilisation certificates and completion documents in respect of UGC grants released/disbursed to colleges through the University, and help in monitoring the UGC programmes, implemented by the affiliated colleges;
- (xii) ensure close and continued contact and interaction between the academic facilities at the University teaching departments and at the colleges;

- (xiii) review the inspection reports of the colleges and suggest remedies for the defects and irregularities reported, and
- (xiv) perform such other functions as may be prescribed or may be deemed necessary by the University for advancing the cause of collegiate education as may be incidental or conducive to the discharge of the above functions.

CHAPTER-XI

CLUBS/ASSOCIATIONS IN COLLEGES

1. **Societies**

Every college, admitted to the privileges of the University, should have societies for co-curricular activities aiming at the Cultural, Aesthetic and Physical development of its students. Each of these societies shall work under the guidance of a college teacher.

There may be societies of the following varieties in colleges:-

- (i) Societies for the promotion of studies in different subjects;
- (ii) Cultural societies for music, dramatic and other arts;
- (iii) Social service societies;
- (iv) Hobby clubs;
- (v) Sports clubs.

The office-bearers of these clubs shall be selected by the teachers-in-charge on the basis of merit.

2. **Central Association**

In addition to these societies there should be a Central Association in each college with the following aims, objects and functions:-

- (i) To co-ordinate and integrate the activities of various clubs and societies in the college;
- (ii) To promote corporate life in the college;
- (iii) To ensure the maintenance of proper discipline and orderliness among students of the college;
- (iv) To help in the preparation of the budget and allocation of Students' (Amalgamated) Fund for different authorized purposes and activities in the college;
- (v) To help in the organization of annual academic, cultural and sports functions in the college;
- (vi) To help in the general supervision of the college canteen/ tuckshop, etc.

The strength of the Central Association may vary from 20 to 30 members and , broadly, its composition shall be as under:-

- (a) The Principal of the college (Chairman, Ex-officio);
- (b) Two to four members of the staff; one for every 250 students, but not exceeding four;
- (c) Two to four representatives of the subject societies to be elected by the office-bearers of those subject societies in the college;
- (d) Four representatives of the sports clubs to be elected by the office-bearers of the different sports clubs in the college;
- (e) Two representatives of the cultural and the other societies to be elected by the office-bearers of these societies in the college;
- (f) Four representatives to be elected by the different classes, one each from the Pre-University and three classes of the Three-Year Degree Course. In the case of Professional Colleges, one representative elected by each class;

In a college where the enrolment is above 1200 students, there may be two representatives of each class, one to be elected by the Science students and the other by Arts students.

In the case of colleges having M.A. teaching, the number to be elected by different classes shall be six instead of four;

- (g) Four top students (each standing first in his class in the last University examination passed), one from each class. In the case of Professional Colleges one top student from each class;
- (h) One Prefect of the hostel. If there are a number of hostels in a college, the Prefects of different hostels shall elect one from among themselves;
- (i) The senior-most Student Editor of the college magazine.

Conditions of Membership of the Association

- (a) Only such students shall be eligible for membership of the Central Association as have not failed in any University examination. In the case of Sports Clubs representatives on the Association, this condition will be relaxed to the extent that those who have failed in one University examination will also be eligible for membership.
- (b) If a student member of the Association subsequently fails in a house examination or is found guilty of gross misconduct, he shall *ipso facto* cease to be a member of the Association.

The Central Association shall be formed in the College every year by the second week of August at the latest. The Association shall meet at least once in a term.

CHAPTER-XII
QUALIFICATIONS FOR THE POST OF PRINCIPAL

- 1 (a) PRINCIPAL (Professor`s Grade) :
- (i) A Master's Degree with at least 55% of the marks or its equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E. & F.
 - (ii) Ph. D. or equivalent qualification.
 - (iii) Total experince of 15 years of teaching/ Research in Universities/ Colleges and other institutions of higher education.
 - (iv) An approved Lecturer
 - (v) Has passed subject of Punjabi of Matric level or 'Punjabi Prabodh'.
- (b) PRINCIPAL (Reader's Grade)
- (i) A Master's Degree with at least 55% of the marks or its equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E. & F.
 - (ii) Ph.D. or equivalent qualifications.
 - (iii) Total experience of 10 years of teaching/Research in Universities/Colleges and other institutions of higher education.
 - (iv) An approved Lectuerer
 - (v) Has passed the subject of Punjabi of Matric level or 'Punjabi Prabodh'

2. The minimum requirement of 55% marks at Master's Level in the concerned subject shall not be insisted upon for Principals, for the existing incumbents who are already in the University system. For them the minimum requirement in their cases shall be at least 50% of marks at Master's Level. However, these marks should be insisted upon for those entering the system from outside.
3. Selection committee for the selection of Principal of Private Colleges affiliated to the University.
 - (i) Chairperson of the Governing Body of the college concerned.
 - (ii) One member to be nominated by the President out of the members of the Management Board.
 - (iii) Two representatives nominated by the Vice-Chancellor.
 - (iv) One member to be nominated by the chairman of the Governing Body out of a panel of first ten Principals of Government Colleges, prepared by Director, Public Instructions (Colleges).
 - (v) Director Public Instructions Punjab (Colleges) or his representative.

For the selection of a Principal of a private college affiliated to the University in place of subject expert a representative is to be sent and hence forth two representatives of the University have to be sent.
4. In case only one application is received for the post of a Principal and the candidate fulfills the prescribed qualification/experience, the candidate should be interviewed by the selection committee constituted as per rules. In case the candidate is found fit he may be appointed.

CHAPTER-XIII
CONSTITUTION OF THE PUNJABI
UNIVERSITY CATEGORY 'A' OFFICERS
ASSOCIATION (NON-TEACHING), PATIALA

1. **NAME**

This Association shall be known as the Punjabi University Category 'A' Officers Association (Non-Teaching) hereinafter referred to as the Association.

2. **OFFICE**

The Office of the Association shall be located at Punjabi University Campus, Patiala.

3. **AIMS AND OBJECTIVES**

The Aims and objectives of the Association shall be:

- (i) To secure for officer's community their rightful status—professional, Social and Economic.
- (ii) To strive for:-
 - (a) Improvement of professional standards;
 - (b) expansion of administrative positions;
 - (c) making administration as servant of the people and more relevant to the needs of the society.
- (iii) to establish contacts with other organizations with similar aims and objects.
- (iv) to undertake and organise such activities as may be deemed necessary and proper for the attainment of the aforesaid aims and objectives.
- (v) to promote cordial inter-personal relationship amongst the officers in particular and all other employees of the University in general.

4. **MEMBERSHIP**

- (a) The membership of the Association shall be open to:-
 - (i) All 'A' Class Officers of the University.
 - (ii) Heads of the Non-teaching Departments.
- (b) Every member shall pay Rs 50/- as annual subscription. The Secretary of the Association shall maintain an upto-date list of members of the Association, clearly showing against each name whether the member concerned has, or has not paid his annual subscription and the date on which such subscription was paid alongwith the receipt No.
- (c) A member of this Association shall not become a member of any other Association/Union recognised by the University.

QUALIFICATIONS FOR MEMBERSHIP

- (i) That he is a whole-time employee of the University;
- (ii) That he has paid the prescribed membership fee and subscription;
- (iii) That he is not charged with any offence involving moral turpitude or any other criminal offence.
- (iv) That he is not a suspended employee. In case of his suspension from service after his enrolment as member of the Association/Union his membership from the Association/Union shall, *ipso facto*, be deemed to have been suspended.

5. **GENERAL BODY**

All the members of the Association will constitute the General Body of the Association. The General Body shall be the controlling and policy making body of the Association.

6. **EXECUTIVE COMMITTEE**

- (i) (a) The Executive Committee shall consist of a President, a Vice-President, a Secretary, a Joint Secretary, a Treasurer and 6 other members;

- (b) The General Body at its annual meeting to be held in the month of January every year shall elect through secret ballot, office bearers and other members of the Executive as per procedure laid down in Regulation 18 *infra*.
 - (ii) Not more than one member from one Department or Branch shall be elected for the Executive.
 - (iii) A member of the Executive Committee may tender his resignation at any time, provided that no resignation shall become effective before the conclusion of the meeting in which the resignation is accepted by the General Body.
 - (iv) In case of resignation of the President and/or the Secretary, the resignation shall be placed before the General Body which may or may not accept it. In the case of acceptance of the resignation, the bye-election to fill the vacancy will be notified, with approval of the Executive Committee within 15 days of the acceptance of the resignation. The bye-election shall also be through secret ballot under the same procedure as is adopted for the annual election. The person so elected shall hold office for the remaining term.
 - (v) In case of a vacancy in any of the offices other than the President and the Secretary or in the membership of the executive, the Executive Committee shall have the power to fill in the vacancy for the remaining part of the term.
 - (vi) In case of any member of the Executive Committee other than the President and the Secretary remains absent in four of its consecutive meetings, he may be removed from its membership, if the Executive Committee is not satisfied with the reasons for the absence.
7. **DUTIES AND FUNCTIONS OF THE OFFICE-BEARERS**
- (i) The President shall be *primus inter pares* member of the Executive. He shall preside over all the meetings of the General Body and the Executive Committee.
 - (ii) Vice-President shall in the absence of the President, perform all the functions of the President.

- (iii) The Secretary shall with the approval of the President convene the meetings of the Executive Committee and the General Body. The Secretary shall keep a summary record of the meetings.
- (iv) The Joint Secretary shall assist the Secretary in the performance of his duties, and in case of absence of the Secretary, shall act in his place.
- (v) The Treasurer shall be responsible for the collection and disbursement of funds and for maintaining the accounts. He shall present duly audited accounts to the Executive and with its approval to the General Body at its annual meeting.

8. **TERM**

The members and office-bearers of the Executive Committee shall hold office for a period of one year. They shall be eligible for re-election to a second term. No office-bearer or a member; however, shall be eligible for re-election to the same office for the third successive term. In case a mid-term election is held, the residual period equivalent to half or more than half of the term shall be counted a full term.

9. **MEETINGS**

- (i) The General Body shall meet at least twice in one year. The first meeting, which shall be the annual meeting, shall be held in June each year.
- (ii) The quorum of the General Body shall be 1/4 of total membership of the Association. If a meeting had to be postponed for want of quorum, a second notice will be issued with the provision that whatever the number of members present at the subsequent meeting, the meeting shall be in order.
- (iii) The Secretary shall issue a notice for the meeting of the General Body to each member of the Association with the agenda not less than seven days before the date of meeting.

- (iv) The President may, in consultation with the Executive Committee, convene an emergent meeting of the General Body whenever necessary at two days' notice.
- (v) The President shall also convene a meeting of the General Body on a requisition in writing signed by not less than one fifth of the total membership or any 15 members whichever is less.
- (vi) The decision shall be taken by a majority of the members present and voting.
- (vii) The Executive Committee shall meet atleast once in a month. The Secretary shall send a notice of meetings of the Executive Committee with a copy of the agenda atleast four days before the meeting. Quorum for the meeting of this committee shall be five.
- (viii) (a) An emergent meeting of the Executive Committee may be called under orders of the President at 24 hours notice.
- (b) A meeting shall be convened by the Secretary, whenever a request to this effect is received from a minimum of five members of the Executive Committee in writing.
- (ix) It shall be obligatory for the Association to issue a notice of every meeting immediately to the Registrar and shall also supply a copy of the agenda. The proceedings of every meeting of the Executive and General Body shall also be supplied to the Registrar within 4 days of such meeting.

10. **ELIGIBILITY TO VOTE**

A member shall be eligible to cast his vote in any general meeting if he had paid his membership fee for the financial year by the 5th of May each year.

11. **ELECTIONS**

Each member eligible to vote shall have, in any election of the members of the Executive Committee, as many votes as the total number of elected members to be returned; provided that no member shall be entitled to cast more than one vote for any one candidate for Elected Membership.

12. ELECTION PROCEDURE

- (i) Latest by 15th December, the Secretary with the approval of the Executive Committee shall notify.
 - (a) Last date for finalisation of voters list –15 days before the date of election.
 - (b) Last date for receipt of nomination papers –12 days before the date of election.
 - (c) Date of scrutiny of nomination papers –10 days before the date of election.
 - (d) Last date for withdrawal of candidature –8 days before the date of election.
 - (e) Publication of the final list of candidates –6 days before the date of election.
 - (f) Date of election. Not later than 15 January each year.
- (ii) Nomination papers shall be duly proposed and seconded by the members eligible to vote and shall contain in the consent of the person concerned.
- (iii) Returning Officer to conduct the elections shall be appointed by the outgoing Executive Committee. In case of bye-election to the mid term vacancy the Returning Officer shall be appointed by the working Executive Committee.
- (iv) The General House will appoint a commission consisting of three members to dispose of any petition or dispute relating to the election.

13. AD HOC COMMITTEE/S

The Executive Committee may appoint committee/s on *ad hoc* basis to advise on special issues or problems that may arise from time to time.

14. VESTING AND MANAGEMENT OF FUNDS AND PROPERTIES

- (i) The funds, properties and other assets of the Association shall vest in the Association, i.e. the General Body.

- (ii) All cash receipts, whether collected as annual subscription or accruing to the Association in any other manner, shall be deposited in any of the scheduled banks as may be decided by the Executive Committee. The account shall be in the name of the Association and shall be operated jointly by the Treasurer and the President.
 - (iii) The account of the Association shall be audited by a recognised auditor to be appointed by the General Body.
 - (iv) The funds of the Association shall be spent entirely and solely for the purposes defined in the aims and objects of the Association and in the manner prescribed or approved by the Executive Committee.
15. **FINANCIAL YEAR**
The financial year shall be from June 1 to May 31 of the following year.
16. **BYE-LAWS**
- (i) The General Body may from time to time frame such bye-laws as may be necessary for proper functioning of the Association and to carry out the aims and objects of the Association, and are consistent with the provisions of the constitution.
 - (ii) The bye-laws may be amended at any time by the General Body by a simple majority of the members present and voting, provided that a clear seven days notice of the proposed amendment has been given to members.
17. **AMENDMENTS**
The general body may propose an amendment to the constitution provided that
- (i) The proposed amendment shall be placed on the agenda of the meeting duly convened with a notice of at least 10 days
 - (ii) the amendment has been passed in a meeting when at least 3/4 of the total members are present and at least 2/3 of the members present vote for the amendment.

Every amendment will require the approval of the Syndicate. Notwithstanding anything contained in this constitution the syndicate may from time to time review and make changes, if necessary in the constitution of the Association.

18. **NO-CONFIDENCE MOTION**

A no-confidence motion against any office-bearer/member of the Executive Committee may be proposed by 1/5 of the total membership of the Association or 15 members whichever is less. A special meeting of the General Body shall be convened for the purpose within seven days of the receipt of such a proposal. The quorum for such a meeting shall be 51% of total membership. To be carried, a motion of no-confidence shall require atleast a two-third majority of the members present.

19. **DIRECT ACTION**

No member of the Association/Union shall resort to any form of direct action nor such call shall be given by the Association/Union unless a decision to this effect is taken through secret ballot by not less than 3/4th of the members on the rolls of the Association/Union. Duly sealed ballot papers of such a poll would be deposited in the Registrar's Office within 12 hours of the declaration of result, where that will be kept for three months.

20. **DISQUALIFICATION OF OFFICE BEARERS**

In addition to provision already made, a member shall stand disqualified for election to any office of the Association/Union if he had indulged in any corrupt practice in connection with the election.

The following shall constitute corrupt practices:-

Briefly that is to say any gift, offer or promise by a candidate or by any other person on his behalf of any gratification to any person whomsoever, with the object, directly or indirectly of inducing:-

- (a) a person to stand or not to stand as, or to withdraw from being a candidate; or
- (b) an electorate vote or refrain from voting at such elections or as a reward to:-

- (i) a person for having so stood or not stood, or for having withdrawn his candidature;
- (ii) an old elector for having voted or refrained from voting.

EXPLANATION : For the purposes of this paragraph the term:-

- 1. "Gratification" is not restricted pecuniary gratification estimable in money, and if included all forms of entertainment and all forms of employment for reward but it does not include, the payment of any expenses bonafide incurred for the purpose of such election.
 - 2. Undue influence, that is to say, any direct or indirect interference or attempt to interfere on the part of a candidate or any other person with his knowledge/connivance or authority with the free exercise of any electoral right.
 - 3. The systematic appeal by a candidate or by any other person on his behalf to vote or refrain from voting on grounds of caste, race community or religion or the use of, or appeal to religious symbols or the use of, or appeal to, national symbols, such as, the national flag or the national emblem, for the furtherance of the prospects of that candidate's election.
 - 4. The publication by a candidate or by (any other person with his knowledge/connivance or authority) of any statement of fact which is false, and which he either believes to be false or does not believe to be true, in relation to the personal character, or conduct of any candidate, or in relation to the candidature or withdrawal or retirement from contest of any candidate, being a statement reasonable calculated to prejudice the prospects of that candidate's election.
21. **MISC.**
- 1. No meeting of the Association will be held during office hours.
 - 2. Ordinarily a loud speaker will not be used outside the meeting hall. In case an urgency arises prior permission of Registrar/Vice-Chancellor will be obtained.
 - 3. The Syndicate will have the right to review the approved constitution of the Association from time to time.

CHAPTER-XIV
THE PLANNING AND MONITORING BOARD

The University shall have a 'Planning and Monitoring Board' with following terms of reference :

1. To examine the questions and suggest measures for raising the standard of education and research, to strengthen interdisciplinary programmes and inter-departmental cooperation, to create links and develop specific schemes of inter-university and university/industry/agriculture/community inter-action. To develop ideas and schemes on improving corporate life and cultural activities on the campus.
2. To prepare university development plans both short and long term, keeping in view the objectives of the University as laid down in the Act, and with due regard to national policy.
3. To monitor regularly implementation of schemes approved by UGC and other agencies and suggest methods for proper implementation.
4. The Academic Council/Syndicate may ask the Board's advice on any issue.
5. The Board may consist of :
 - (i) Vice-Chancellor(Chairman);
 - (ii) Four outside experts to be nominated by the Vice-Chancellor;
 - (iii) Deans of all faculties;
 - (iv) Three nominees of the Vice-Chancellor from the University's own staff for their special interest in educational progress and development;
 - (v) Registrar;

CHAPTER-XV
GUIDELINES FOR CONSULTANCY WORK BY
THE ACADEMIC STAFF

Guidelines for Professional Consultancy

Preamble :

In order to ensure effective teaching in the technological institutions, there is a great need for interaction with the industry and other comparable institutions of higher learning in the form of :

- (a) Industrial Consultancy;
- (b) Sponsored Research;
- (c) Transfer of know-how in the shape of patents etc.;
- (d) Inter-institutional collaboration in selected research areas of mutual interest.

Consultancy services may be categorized as under :

- (a) *Individual Consultancy :*
Consultancy that does not involve the use of any institutional facilities.
- (b) *Institutional/Departmental Consultancy :*
It involves the use of University facilities such as equipment, instrument, computer, laboratory staff and administrative persons etc.

Organisational set-up :

The Syndicate of University may set-up a small unit headed by a senior Professor (same as Dean consultancy or Director consultancy or any other designation) who will co-ordinate and guide the consultation activities of the University and to take suitable administrative actions to control such activities as per rules framed by the University in this regard. He may exercise such authority as may be vested in him by the Vice-Chancellor.

Payment for Consultancy and Permissible Limits :

1. All consultancy assignments by faculty members should be undertaken with prior concurrence of head of the department and permission of Dean Consultancy.
2. A faculty member may be allowed to spend normally a maximum of forty days a year for consultancy. In special cases Vice-Chancellor's permission may be sought.
3. Examinations, lectures, selection committees and other professional work of faculty are not to be included in the consultancy.
4. All remuneration for consultancy should be received by a cheque/draft in favour of Registrar of the University. Individual faculty members should not receive any cash directly.
5. Consultancy fee shall be received through a cheque drawn in favour of the Registrar, Punjabi University, Patiala to be deposited in consultancy fee fund.
6. Remuneration paid to an individual faculty member for consultancy as his share in one academic year should not exceed his total salary for the year. Any amount in excess of this prescribed limit due to a faculty member will be remitted to the University development fund.
7. Quarterly statement of consultancy services rendered by each faculty shall be forwarded by the Dean, Consultancy for information and record of the Vice-Chancellor. This statement will also show the totals of fees received by individuals upto date in the academic year.
8. D.A./T.A. are to be paid as permissible according to University rules or as per agreement with the client.
9. The consultant can use the institute computer on payment basis or computer from outside for the consultancy job. The payment for the use of the computer will be made on the actual basis.
10. The consultancy work should not interfere with the normal teaching/research work of the Department/University and other duties which may be assigned to staff by University authorities.

11. Before, accepting the consultancy job, the faculty member shall obtain the approval of the Dean/Director consultancy through the Head of the department giving the following details :
 - (a) Name and address of the client/organization.
 - (b) Title of the consultancy job.
 - (c) A brief description of the work to be done.
 - (d) Names of the staff members and other outside experts who will be involved in giving their consultancy.
 - (e) Whether the consultancy will make use of any University facilities like lab., equipments or lab. staff ?
 - (f) An estimate of the charges proposed to be recovered from the client under the following headings :
 - (i) Expenses to be incurred on laboratory work/O.T.A./ honorarium to staff of lab. and others who are not consultants.
 - (ii) Cost of material used in carrying out this consultancy.
 - (iii) Computer charges.
 - (iv) Charges for use of laboratory equipments and instruments.
 - (v) T.A./D.A. for visits to site etc.
 - (vi) Administrative/overhead charges to be paid to the University.
 - (vii) The technical fees.

The expenses under the first five categories will be on actual basis and any savings will be credited to "the Consultancy Fee Fund". However, any shortage under these heads will be debited to the amount under the heading of "Technical Fees".

The administrative charges for use of equipment/instruments will be decided by the University as a percentage of the actual amount of fees to be charged so that the proportion remains same for all cases of consultation. However, for individual consultancy, where laboratory facilities are not needed, no charges may be levied for use of equipment and instruments. The expenses on labour and material should be regulated as per the usual procedure of the University.

The consultancy fee shall be distributed as under :-

- | | |
|--------------------------------|-----|
| (i) Concerned teacher/teachers | 50% |
| (ii) Concerned department | 25% |
| (iii) University | 25% |

The above break up of the consultancy charges is for the internal administrative use of the University only and may not be given to the client for whom a lump sum figure of total consultancy charges may be quoted.

CHAPTER-XVI
ORDINANCES MADE UNDER STATUTE 14
RELATING TO PENSION SCHEME

1. The powers of the 'Head of the office' under the pension Scheme shall be exercised by the Registrar.
2. Except as otherwise provided in the Ordinances, the function of Accountant General, Punjab, under the scheme will be discharged by the Deputy Controller (Local Audit), Punjabi University, Patiala or such other officer as may be appointed by the Department of Local Fund Accounts, Punjab, to head the staff appointed for audit of the University Accounts.
3. The Registrar shall notify the list of employees who are due to retire from the University service a year before the date of retirement.
4. The Deputy Controller (Local Audit) shall apply requisite checks to Certify well before the date of retirement of the employee that the University share of Contributory Provident Fund has been correctly calculated, and deposited in the Pension Fund. He will also check & pass deduction vouchers of "CPF matching contribution" and "subscription/contribution to C.P.F. Account" under Statutes 1 and 12 of the Pension Scheme. This work must be finished at least two months before the date of retirement of the employee on priority basis if not already completed in advance.
5. The Registrar shall after the verification of service and calculation of Pension including commuted Pension etc. forward the *Pension Papers* to the Deputy Controller. (Local Audit.) at least two months before the date of the retirement of the employee.

6. On receipt of the Pension papers from the Registrar the Deputy Controller (Local Audit) shall apply the requisite checks and assess the amount of Pension, Commuted Pension etc. at least one month before the date of retirement. After the certification of Pension papers by the Audit as above, the Registrar will issue the notification of Pension Payment order to the pensioner with a copy to Audit, Finance Officer and Dy. Registrar (Establishment). The bills for payment of pension including Commuted Pension etc. presented by the Accounts Branch will be paid after pre-audit by the Deputy Controller (Local Audit).
7. Pension payment will be automatic. No bill will be required to be submitted by the pensioner. The amount of monthly pension will be credited to the pensioner's individual Savings or Current Account at the commencement of the following month. Every pensioner will open Savings/Current Account in his own name, unless he is already having one, with the State Bank of Patiala, Punjabi University, Patiala and intimate the Account Number to the Accounts Branch. Pension will not be paid in cash or through Joint or an either or survivor Account.
8. If the payment of pension is desired to be paid by the pensioner through Bank Draft/Money Order, the same shall be remitted to him/her through money order or bank draft at his cost.
9. Till the University has formulated a procedure and executed an Agreement with the Bank for automatic payment of pension through the Bank after issue of the Pension Payment Order, the payment under the pension scheme will be made monthly (with the same procedure in which the payment of salary is made) by the University in the pension payment register (form to be approved by the Vice-Chancellor). On finalisation of the arrangement with the Bank, the Pension payment order shall be issued by the Registrar.

10. The pensioner would be required to furnish to the Registrar a life certificate once in a year in the month of April in the form attached at appendix 'A' duly signed by him and certified by any University Officer (not below the rank of Deputy Registrar) or Head of the University Teaching/ Research Department or Gazetted Officer of Government or any Registrar or Sub-Registrar under Registration Act or Magistrate of any class and non-employment/ Re-employment certificate in the proforma attached at Appendix 'B' and such other documents as per Punjab Government Pension Rules.
11. PROVISIONAL PAYMENTS : If the Registrar is of the opinion that the employee is likely to retire or has retired before his pension is assessed and settled in accordance with these provisions, he shall without delay take steps to determine the qualifying years of service and the emolument qualifying for pension after making the summary investigation carefully. For this purpose he shall rely upon information available in the office record. After the amount of pension including commuted pension etc. has been determined, the Registrar shall recommend the case to the Vice-Chancellor for making provisional payment.
12. The Vice-Chancellor shall be competent to sanction 100% provisional pension for a period of six months which can be extended for sufficient reasons. On receipt of the orders of the Vice-chancellor for making provisional payment of pension, the Registrar shall make the payment subject to post-audit.

If the amount of provisional pension disbursed to a University employee is found to be in excess of the final pension assessed by the DC.(LA), it shall be open to recover the excess amount of pension in instalments by making short payments of pension payable in future.

13. Under Statute 9 reproduced below, the employee will be required to furnish a certificate from the parent department certifying the period of service in the parent department and that no CPF/ Pensionary benefits had been obtained for the service rendered in the parent department. The certificate given by the parent department on the application of the University employee at the time of entry into the University service will be sufficient for counting the previous service for pensionary benefits at this University. Unless otherwise mentioned it shall be presumed that the service does not include any period which does not qualify for pension and the employee shall give an affidavit that the service in the parent department does not include any period which does not qualify for pension.

"9 A person who after having served in any Punjab Government Department/Government college in Punjab has joined this University shall also be allowed the benefit of previous service while calculating qualifying service under the Pension Scheme at this University at the time of retirement, superannuation or pre-mature retirement, as the case may be, provided he had put in atleast three years service in his parent department and no CPF/ Pensionary benefits had been obtained for the service rendered in the parent department".

14. **HIGH POWERED COMMITTEE FOR PENSION CASES**
A high powered committee of the following shall consider and finalize cases of pensionary benefits where even after the sanction of provisional payment these have not been finalized upto two months after the date of retirement.
 1. Vice-Chancellor (Chairman)
 2. Dean, Academic Affairs
 3. Registrar
 4. Finance Officer
 5. Deputy Controller (Local Audit).

LIFE CERTIFICATE

(Certificate to be submitted by the Pensioner in April every year)

Certified that I have seen the Pensioner.....
(Name of the Pensioner)

holder of Pension Payment order No.....and that he/
she is alive on this date.

Name
Signatures :
Designation &
Seal of the
Certifying Officer.

Signatures of the Pensioner

Place :

Date :

EMPLOYMENT CERTIFICATE

I declare that I have not received any remuneration for serving in any capacity either in Government Establishment or an establishment paid from Local Fund or University during the period from _____(Date of retirement) to _____(Date of submitting the application form)

I declare that I have been employed in a Permanent/ Temporary capacity in the _____(Name of the Deptt. / Branch) on a pay of Rs. _____ per mensem w.e.f. _____.

Signature _____
Name of the Pensioner _____
PPO No. _____

Place :
Dated :

NON EMPLOYMENT CERTIFICATE

*I declare that I have accepted Commercial employment after obtaining/ without obtaining sanction of the University (during first two years from the date of retirement).

*I declare that I have/ have not accepted any employment under any Government/Organisation outside India after obtaining/ without obtaining sanction of the University (during first two years of retirement).

*Delete whichever is not applicable.

Signatures _____

Name of Pensioner _____

PPO No. _____

* (This certificate is to be furnished by a pensioner who has retired as an Officer of the University/teacher/ Grade A employee or equivalent).

Liberalisation of pensionery benefits of the State Government pensioners on the recommendations of the Third Punjab Pay Commission.

It is to invite a reference to the subject noted above and to state that vide para-9 of Punjab Government letter No. 1/15/89-Fp-III/8070; Dated 31st August, 1989, travel concession equal to one month basic pensioner after completion of every block of two years was granted to all the pensioners. Some of the pension disbursing authorities have sought clarification through the accountant General (A & E) Punjab as to whether travel concession can be allowed to both husband and wife, who are Punjab Government pensioners, separately on their pension or some limit is to be imposed in such cases.

2. Government have considered this matter at length and it has now been decided that where husband and wife are both Punjab Government Pensioners, this concession would be allowed to one of them who may be entitled for higher amount. This decision will be applicable with effect from 1st January, 1995. The travel concession which may become payable on a block of two years completing on or before 31st December, 1994 shall not be regulated under these instructions.
3. All pensioners while claiming travel concessions shall submit a declaration in form enclosed.

No. 1/43/93-IFP-III/9029

Dated 28th December, 1994

NO: 1/7/98-1 FP3/8709

GOVERNMENT OF PUNJAB
DEPARTMENT OF FINANCE
(FINANCE PERSONNEL-III BRANCH)

Dated, Chandigarh, the 16.7.1998

To

All Heads of Departments
Registrar Punjab and Haryana High Court
Commissioners of Divisions,
District and Sessions Judges and
The Deputy Commissioners in the State.

Subject :- Implementation of recommendations of the Fourth Punjab Pay Commission regarding pension and other retirement benefits.

Sir,

I am directed to address you on the subject cited above and to say that after careful consideration of the recommendations of the Fourth Punjab Pay Commission, the Governor of Punjab is pleased to revise/modify/grant various benefits to the pensioners of the State as indicated in the succeeding paragraphs :-

DATE OF EFFECT

1. The revised provisions as per these orders shall take effect from 1.1.1996.

EMOLUMENTS AND AVERAGE EMOLUMENTS:

- 2.1 The term 'Emoluments' for the purpose of calculating various retirement and death-cum-retirement benefits shall mean Basic Pay, Personal Pay, if any, and Non-Practising Allowance, in the revised scales promulgated under the Punjab Civil Services (Revised pay) Rules, 1998, as amended from time to time.

The average emoluments shall be determined on the basis of the emoluments (as defined in para 2.1 above) drawn during the last ten months of service.

2.3 The average emoluments of those employees who retire within ten months from the date of coming over to the revised scales of pay shall be calculated as follows :-

- | | |
|--|--|
| (i) For the period during which pay is drawn in pre-revised scales. | Basic pay, personal pay if any, NPA DA actually admissible upto CPI 1510 in the un-revised scales, 1st and 2nd instalments of Interim Relief ; and |
| (ii) For the period during which pay is drawn in the revised scales. | Basic Pay, personal pay, if any and NPA in the revised scales according the Punjab Civil Services Rules (Revised pay) Rules, 1998. |

Such employees are given an option to have their pension computed on the basis of their pre-revised recognizable emoluments in the manner as if they retired on 31st December, 1995 (ignoring the revised emoluments drawn by them after 1st January, 1996), and gave such pension consolidated and up-dated to 1st January, 1996 level in accordance with the general formula notified in that behalf. They shall be allowed such up-dated pension if it is more beneficial with effect from the date of their actual retirement. Such option shall be exercised within three months of the issue of these orders. Such an option may be given by the eligible legal heir, in the case of a deceased employee.

DATE OF PENSION

- 3.1 The minimum rate of pension/family pension shall be Rs. 1310/- P.M.
- 3.2 Full pension shall be calculated at the rate of 50% of the average emoluments, and would be available on a qualifying service of 33 years. In case the qualifying service for pension is less than 33 years, the pension shall first be computed at the rate of 50% of the average emoluments and then it will be proportionately reduced. If the Pension so computed falls short of Rs. 1310/-, the same will be raised to Rs. 1310/- per month w.e.f. the 1st January, 1996.

RATES OF FAMILY PENSION

- 4.1 The rate of family pension in respect of employees who die in harness during the first seven years or till the Government employee would have attained the age of superannuation had survived, which ever period is less shall be as follows:-

Pay in the revised Pay Scales	Rate of Enhanced Family Pension per mensem
Pay upto Rs. 4500	60% of pay
Pay above Rs. 4500	50% of pay subject to a Minimum of Rs. 2700/-

- 4.2 The rates of family pension admissible to the families of deceased pensioners shall be as under. The separates will also be applicable in respect of pension payable to the families of employees, who die in harness after first seven years of his death or the date of superannuation of the employee, had he survived, which ever period is less.

Pay in the revised Pay Scales	Rate of family Pension per mensem.
Pay upto Rs. 4500	40% of Pay
Pay above Rs. 4500	30% of Pay subject to a Minimum of Rs. 1800.

Pay for this purpose would include the same elements mentioned in para 2.1 above.

- 4.3 For the purpose of Rule 6.17(s) on Punjab Civil Services Rules Volume II, the definition of family shall also include the following relatives of the deceased Government employee:-
- i) Son/daughter including widowed/divorced daughter till he/she attains the age of 25 years or upto the date of his/her marriage/remarriage or till he/she starts earning his/her livelihood, which ever is earlier; son/daughter including widowed/divorced daughter shall be deemed to be earning his/her livelihood if his/her income is Rs. 2620/-per mensem or more.
 - ii) Parents who were wholly dependent on the Government employee when, he/she was alive provided the deceased employee had left behind neither a widow nor a child. The parents whose total income from all sources was Rs.2620/- per mensem or more at the time of death of employee shall not be considered to be dependent.

RATES OF RETIREMENT-CUM-DEATH GRATUITY

- 5.1 The maximum limit of Retirement-cum-Death Gratuity is raised from the present Rs.2.50 lacs to Rs. 3.50 lac.
- 5.2 In the case of death of an employee in harness the gratuity shall be admissible at the following rates:-

Qualifying Service	Amount of Death Gratuity
i) Less then one year	2 times the emoluments
ii) One year or more but less than 5 years.	6 times the emoluments
iii) 5 years and more but upto 12 years.	12 times the emoluments

iv) Above 12 years Half of the emoluments
for each completed six
monthly period of
qualifying service subject
to a maximum of 33 times
the emoluments and a
ceiling of Rs. 3.50 lacs.

5.3 For the purpose of calculating the Retirement-cum-Death Gratuity, Dearness Allowance admissible to a Government employee on the date of his retirement or on the date of his death shall also be treated as emoluments, alongwith the emoluments as defined in paragraph 2.1 above.

5.4 Other existing provisions relating to payments of gratuity shall remain unchanged.

6. EX-GRATIA GRANT :

Ex-gratia admissible vide Rule 2.7 of Punjab Civil services Rules Vol.II to members of family of an employee who dies in harness shall be paid at the rate of Rs. 50,000/- on a uniform basis. It has also been decided that the employees who, while in service are permanently disabled and rendered unfit for further service shall also be given ex-gratia grant at the rate of Rs. 50,000/- on a uniform basic.

LEAVE TRAVEL CONCESSION AND OLD AGE ALLOWANCE :

7. The existing provisions relating to Leave Travel Concession and grant of old age allowance shall remain unchanged.

GENERAL :

8.1 Orders regarding rate of commutation of pension and matters ancillary thereto are being issued separately.

8.2 Where pension /family pension/retirement-cum-death gratuity has already been sanctioned on or after 1.1.96, the same shall be revised in terms of these orders.

8.3 In respect of matters not provided in the above orders, the existing rules/instructions on the subject shall continue to be in force. The Punjab Civil services (Revision of Pay) Rules, 1998 shall also apply, wherever required in the context of above orders. The relevent provisions of the Punjab Civil Services Rules Volume-II shall be deemed to have been amended to the extent of the contents of this letter, and a notification for the same will be issued in due course.

Yours faithfully,

(ASHOK KUMAR GOEL)
special secretary Finance

Endst. No. 1/7/98-1 FP/III/ 8710

Dated 16th July, 1998

A copy is forwarded to the following for information and necessary action:-

- i) Secretary to Government of Haryana, Department of Finance, Chandigarh;
- ii) Secretary to the Government of Himachal Pradesh, Department of Finance, Shimla; &
- iii) Finance Secretary, Chandigarh Administration (UT), Chandigarh.

(ASHOK KUMAR GOEL)
Special Secretary Finance.

Endst. No. 1/7/98-1FP/III/8711

Dated: 16th July, 1998

A copy each is forwarded to :-

- 1) Accountant General (Accounts and Entitlement), Punjab, Pension-III Branch, Sector-17, Chandigarh. (A copy signed in ink alongwith two spare copies is sent herewith);
- 2) Accountant General (Audit), Punjab, Chandigarh;
- 3) Accountant General, Haryana, Chandigarh;
- 4) Accountant General, Himachal Pradesh, Shimla;
- 5) Deputy Accountant General, Office of the Accountant General, Himachal Pradesh and Union Territory, Sector-17, Chandigarh;
- 6) All Treasury Officers and Assistant Treasury Officers in the State of Punjab;
- 7) Assistant pay and Accountants Officer, Punjab, Punjab Bhawan, New Delhi;
- 8) Director, Pension and Pensioners' Welfare, Punjab, Chandigarh.
- 9) Director, Public Relations, Punjab, Chandigarh;
- 10) Chief Accountant, Reserve Bank of India, Department of Government and Bank Accounts, Central Office, C-7, Bandra-Kurla Complex, Post Box No. 8143, Bandra (E),

For information and necessary action.

(ASHOK KUMAR GOEL)
Special Secretary Finance

A copy is forwarded to the :-

- 1) The Chief Secretary to Government, Punjab;
- 2) All the Financial Commissioners and Secretaries to Government, Punjab;
- 3) Resident Financial Commissioner, Punjab, Punjab Bhawan, Corpernicus Marg, New Delhi.

For information.

(ASHOK KUMAR GOEL)
Special Secretary Finance

To

1. The Chief Secretary to Government, Punjab;
2. All the Financial Commissioners and the secretaries to Government, Punjab;
3. Resident Financial Commissioners, Punjab, Punjab Bhawan Copernicus Marg, New Delhi.

I.D.No : 1/7/98-1FP/8712

Dated: 16th July, 1998

No : 1/7/98-1FP III/8830
GOVERNMENT OF PUNJAB
DEPARTMENT OFFINANCE
(FINANCE PERSONEL BRANCH-III)

Dated, Chandigarh, the 21.7.1998.

To

All the Heads of Department,
Commisioners of Divisiones,
Registrar, High court of Punjab & Haryana,
District and Session Judges and
Deputy Commissioners in the state.

Subject : Commutation of pension in respect of employees reitred
on or after 1-1-1996.

Sir,

I am directed to invite a reference to the subject cited above to para 8.1 of letter No. 1/7/98-1 FP III/8709, dated 16.7.1998 and to say that after careful consideration of the recommedations of the Fourth Pay Commission in respect of pensionary benefits to the pensioners and family pensioners, the Governor of Punjab is pleased to decide that employees retiring on or after 1.1.1996 will now be permitted to commute pension equivalent to 40% of their basic pension. Commuted portion of pension shall be eligible for restoration after 15 years from the actual date of commutation.

The provisions of Chapter 11 of Punjab Civil Services Rules, Volume-II shall be deemed to heve been amended to the extents as stated above and necessary notification shall be issued in due course. Other provisions and the Table referred to in Rule 11.5(2) of the said rules shall, however, remain managed.

The receipt of this letter may please be acknowledged.

Your`s faithfully

(ASHOK KUMAR GOEL)
Special Secretary Finance.

(TO BE SUBSTITUTED FOR THE LETTER WITH SAS NO. AND DATE)

No. 1/7/98-IFP III/8825

Government of Punjab

Department of Finance

(FINANCE PERSONNEL BRANCH-III)

Dated, Chandigarh the 21st July, 1998/18 th August, 1998.

To

All Heads of Departments,
Commissioners of Divisions,
Registrar, Punjab and Haryana High Court,
District & Session Judges and
All Deputy Commissioners in the State.

Subject : Rationalisation of Pension/ Family Pension of pre-1st
January, 1996 Pensioners/ Family Pensioners-
Implementation recommendations of the Fourth Punjab
Pay Commission– Pensionary Benefits.

Sir,

I am directed to invite a reference to the subject cited above and to state that after careful consideration of the recommendations of the Fourth Punjab Pay Commission in respect of pensionary benefits to pre 1st January, 1996 pensioners, the Governor of Punjab is pleased to rationalise the pension of pre-1st January, 1996, pensioners, family pensioners and recipients of extraordinary pension as indicated in the succeeding paragraphs with effect from 1st January, 1996.

In case of employee who retired or died during the period 1st January, 1986 to 31st December, 1995.

Pension/Extraordinary pension in cases of retirement or death during the period 1st January, 1986 to 31st December, 1995 shall be consolidated and revised with effect from 1st January, 1996 by the Pension Disbursing Authority by adding the following:-

- a) Basic pension/ Basic Family pension/ Basic Extraordinary pension admissible of the date of retirement/ death.

- b) Dearness Relief Admissible on (a) above upto CPI 1510 @ of 148%, 111% and 96% sanctioned- vide Punjab Government letter No. 16/66/84-IFP III/3447, dated 30th April, 1996.
- c) I.R.I.
- d) I.R.II
- e) 40% of (a) above.

Where the consolidation Pension/ Family Pension worked out above is less than Rs. 1, 310 p.m the same shall be stopped upto Rs.1, 310.

The amount is ready paid on account of Interim Relief III will be encourage from the arrears becoming due on account extraordinary pension.

Endst.N. 1/7/98-1FP III/8831 Dated, Chandigarh, the 21.7.1998

A copy is forwarded to the following for information necessary action:-

- i) Secretary to Government of Haryana, Department of Finance, Chandigarh.
- ii) Secretary to the Government of Himachal Pradesh, Department of Finance, Shimla; and
- iii) Finance Secretary, Chandigarh Administration (U.T.), Chandigarh.

(ASHOK KUMAR GOEL)
Special Secretary, Finance

Epdst. No. 1/7/98-1FP III/8832 Dated, Chandigarh, the 21.7.1998

A copy each is forwarded to:-

- 1) Accountant General (Accounts and Entitlement), Punjab, Pension-III Branch, Sector-17, Chandigarh (A copy signed in ink alongwith two spare copies is sent herewith);
- 2) Accountant General (Audit), Punjab, Chandigarh;

- 3) Accountant General, Haryana, Chandigarh;
- 4) Accountant General, Himachal Pradesh, Shimla;
- 5) Deputy Accountant General, Office of the Accountant General, Himachal Pradesh and Union Territory, Sector-17, Chandigarh;
- 6) All Treasury Officers and Asistant Treasury Officers in the State of Punjab;
- 7) Assistant Pay and Accounts Officers, Punjab, Punjab Bhawan, New Delhi;
- 8) Director, Pension and Pensioner`s Welfare, Punjab, Chandigarh;
- 9) Director, Public Relation, Punjab, Chandigarh;
- 10) Cheif Accountant, Reserve Bank of India, Department Government and Bank Accounts, Central Office, C-7 Bandra, Kurla Complex, Post Box No. 8143, Bandra (E), Bombay (60 Copies).

For information and necessary action.

(ASHOK KUMAR GOEL)
Special Secretary, Finance.

A copy is forwarded to the :-

1. The Cheif Secretary to Government, Punjab;
2. All the Financial Commissioners and Secretaries to Government, Punjab;
3. Resident Financial Commissioner, Punjab, Punjab Bhawan, Copernicus Marg, New Delhi.

for information.

(ASHOK KUMAR GOEL)
Special Secretary, Financial.

1. The Cheif Secretary to Government, Punjab;
2. All the Financial Commissioners and Seretaries to Government, Punjab;

3. Resident Financial Commissioners, Punjab, Punjab Bhawan,
Corpernious Marg, New Delhi.

I.D.No. 1/7/98-1FP/III/8833 Dated, Chandigarh, the 21.7.1998.

Punjabi University, Patiala Annexure-D

No. 3/44/90-2 FP . 3/2739.

Government Punjab,
Finance Department,
(Finance Personnel por-3)

Dated, Chandigarh, 27 March, 1991

To

1. All Heads of the Department
2. Commissioner of Divisions
3. Registrar, Punjab & Haryana High Court,
4. All the District & Session Judges (In the State)
5. All the Deputy Commissioners & Sub-Divisional Officers
(Civil)

Subject : Grant -8 Pensionary Benefits in cases of missing
Government Employees.

Sir,

I am directed to invite your attention to the Subject cited above & say that presently as per prevelant procedure the hairs of such employees as go missing & are not traceable, are granted Pension & other retirement benefits after the lapse of period seven years. This period of 7 years is besed on section 108 of the Indian Evidence Act. This is to longish a period and members of the Family have to face grat hardships. While adopting the guide-lines of the Govt. of India laid down in their letter No. 1/17/86-P Wo.P. dated 29.8.86, Punjab Govt. after careful consideration have decided that:-

- 1) If a Government employee goes missing the Family members nominated by the employee should in the first instance be paid the amount due in account of pay & leave encashment and amount standing to his credit in the G.P.F.
- 2) After Completion of one year, subject to the conditions laid down in the next para, other family pensionary benefits such as Gratuity / Family pension may also be granted to the family of the missing employee.
2. Above pensionary benefits can be sanctioned subject the under mentioned conditions:-
 - (a) First Information Report by the members of family regarding the employee having gone missing must be lodged with the police station having jurisdiction in the area and a report obtained from the police that despite the best efforts made by the police it has not able to locate the missing employee.
 - (b) An idemnity Bond be furnished by the dependents/ nominated members of the family to the effect that if the missing employee is found out or in case he claims the amount of arrears of pay all amounts of pensionary benefits that had been paid shall be got adjusted.
4. Head of the Departments/ Officers shall have to make an assessment that are the dues showing against the employee have been recovered as per rules/ instructions.
5. The family of the concerned employee after the lapse of a period of one year since the employee became missing may apply to the Head of the Department/ Office for the sanction being accorded to the grant of family pension & gratuity. If the gratuity is not disbursed to the applicant within a period of three months of the date of application the Department/Office will have to pay the interest at the rate applicable from time to time and after fixing responsibility, discliplinary action will be taken against the employee responsible for the delayed payment of gratuity.

6. It is requested that these instructions may please be brought to notice of all concerned.

Your`s Faithfully,
Sd/-
(Tirath Singh)
Under Secretary, Finance (3)
Dated, Chandigarh, 27.3.91.

CHAPTER XX
SERVICE AND CONDUCT RULES OF TEACHERS IN
NON-
GOVERNMENT COLLEGES

1. The following Ordinances to govern service and conduct of teachers shall apply to all the teachers employed in non-government colleges, admitted to the privileges of the Punjabi University including those already in service unless otherwise specified in these ordinances.
2. In these ordinances, unless the Context-otherwise requires :
 - (i) 'college' means a Non-Government college admitted to the privileges of the University; and
 - (iii) 'employee' means a teacher including the Principal in the service of a Non-Government College.
3. The appointment of every employee in a non-government college admitted to the privileges of this University shall be in writing in the form of a contract to be prescribed by the University from time to time and it shall be executed within one month from the date of appointment. (Appendex-I)
- 4.(a) The appointment will be valid only if the selection has been made through a duly constituted selection committee as below and is approved by the University :-
 - (i) for Principal of a college the selection committee shall consist of :-
 1. Chairperson of the Governing body of the concerned college.
 2. One member of the Managing Board to be appointed by the president.
 3. Two representations to be nominated by the Vice-Chancellor.
 4. One representation to be nominated by Chairperson of the Governing Body out of a panel of ten first Principals of

- Government College, Constituted by the DPI (College) ;
5. Director Public Instruction (colleges) or his representative

If only one application is received for the post of Principal and the candidate fulfills the qualifications/experience prescribed, he shall be interviewed by the selection committee constituted as per rules. In case the candidate is found fit he may be selected

(ii) The selection committee for selection of Lectures :-

1. Chairperson of the Governing Body of the college concerned.
2. Principal of the college concerned
3. Two representatives of the vice-chancellor of the University concerned. One of the representatives should be a subject expert.
4. Representative of the Director Public Instructions Punjab (Colleges of the rank of Principal)
5. subject expert (senior Lecturer of Govt. college) detailed by the Director, Public Instructions Punjab (colleges)

4 (iii) If a university representative is sent to represent the university on a selection committee for private colleges affiliated to the university and he has to represent the university on more than one selection committee in one day, he shall be paid remunerations separately for each of the selection committee. Rate remuneration payable to the representative/subject expert nominated by the university for participation in selection committees of non-Government colleges shall be Rs. 300/- per selection committee. No DA shall be paid to the Members.

4 (iv) For recruitment of teachers for the colleges affiliated to the university appointment policy shall be as laid down in Annexure II

4 (b) In case of the post of Principal in a college (Govt. & non-Govt. Professional & Non-Professional) affiliated to the university falling vacant the senior-most teacher shall be appointed as officiating Principal.

- 4 (c) Rate Sumptuary allowance payable to the Principal of Government as also non-Government colleges affiliated to the University shall be Rs. 200/- pm w.e.f. 23-05-2003.
- 6 (a) Every employee shall be paid atleast the minimum pay-scale as laid down by the Punjab Government.
- 6 (b) The pay scales of teaching personnel of the Privately affiliated aided Colleges in the State have been revised at par with University/Government Colleges with effect from 1.1.1996.
- 6 (c) The Qualifications for appointment of the Principal of Non-government Colleges shall be as under :-

Principal)Professor's Grade)

- 1 A Master's Degree with at least 55% of the marks or its equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E&F.
- 2 Ph.D.or equivalent qualification
- 3 Total experience of 15 years of teaching/Research in University/ Colleges and other institutions of higher education.

Principal)Professor's Grade)

- 1 Master's Degree with at least 55% of the marks or its equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E&F.
- 2 Ph.D.or equivalent qualification
- 3 Total experience of 15 years of teaching/Research in University/ Colleges and other institutions of higher education.

The minimum requirement of 55% marks at Master's Level in the concerned subject shall not be insisted upon for Principals for the existing incumbents who are already in the University system. For them the minimum requirement in their cases shall be atleast 50% of marks at Mater's Level. However, these marks should be insisted upon for those entering the system from outside.

- 7 The empoyee appointed on one year probation would be confirmed if his work and conduct is found satisfactory, subject to availability of a permanent post.

The employer shall notify to the employee in writing before the expiry of one year's probationary period, if his period of probation is to be extended and in the absence of such a notice, the teacher would be deemed to have been confirmed. The probationary period shall in no case be extended beyond two years from the date of appointment. In case a person appointed temporarily is re-appointed on probation, the period of his service in temporary capacity shall be counted towards his probationary period. The rules regarding Medical Fitness and verification of Character and Antecedents in the case of Teaching/Non-teaching staff working in non-govt. colleges shall be applicable on the pattern of teaching/Non-teaching staff working in Punjab Government Colleges.

8. No college teacher shall be required to teach for more periods than laid down by the University apart from such co-curricular activities as may be assigned to him by the Principal as per UGC guidelines and work load of teachers adopted by the University. Further, if a teacher is given some extra teaching work temporarily for a fortnight or more he shall be paid proportionately for that ;

Provided that the additional work load given to a teacher shall not exceed 12 periods a week. If it exceeds this limit, then lecturer would be appointed by the college and paid at the rates approved by the University.

9. The Principal and the teachers of a college shall be paid their salary regularly, and in no case later than the 10th day of the month following that for which salary is due.
10. Annual increment shall be granted to teachers by the Principal as a matter of course unless it is specifically withheld. The teachers shall have a right to prefer an appeal to the Vice-Chancellor against the with-holding of such increment within a period of 90 days.
11. An employee appointed whether permanent or on probation or temporarily shall be entitled to summer vacation salary as under

:

- (a) (i) Those who complete Nine F u l l
salary
month's service.
- (iii) Those who complete Proportionate
salary
service for three months on the basis of full
or more but less than salary for nine
nine months. months.

Provided that no employee who had served for less than three months will be entitled to any summer vacation salary.'

Provided that no one shall draw salary for the period of summer vacation from two sources;

Provided further that an employee who leaves service of his own accord, shall no be entitled to summer vacation salary or any portion thereof.

- 12 The Governing Body/Principal shall maintain proper and regular service record of the Principal/teachers and as and the service record shall be taken into account. Adverse remarks, if any, shall be communicated to the person concerned by the 30th Sept. of the current year and the concerned employee shall have the right to appeal within 30 days of receipt of the said remarks.
- 13 The age of superannuation of an employee in an affiliated college shall be 60 years ;

Provided that the employee would retire on the last day of the month in which his retirement becomes due.

13 (A) The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by the Provisions of the Punjab Affiliated Colleges. (Security of Service of Teachers) Act, 1974.

- 14 The Governing Body of a non-government college shall have

on its management in addition to the Principal (who shall be an ex-officio member), two representatives of teachers elected through secret ballot by simple majority by regularly appointed whole time teachers, whose probationary period is over. Each teacher shall have two votes; provided that both votes shall not be exercised in favour of the same candidate. The two representatives so elected shall have not less than five years service to their credit and the term of office of such representatives shall be the same as for the remaining members of the Governing Body; provided that in no case it shall exceed three years.

The teaching experience gained by a teacher while working in the different colleges admitted to the privilege of any statutory University shall be counted towards the total teaching experience for the purpose. Provided that objection, if any in this behalf can be filed by any teacher of the concerned college, to reach the University within thirty days of the election. Provided further that a casual vacancy occurring and members elected shall continue for the residuary term of the outgoing members.

- 15 In case of moral turpitude or misconduct the Governing Body shall have the right to suspend the employee with immediate effect. The period of suspension shall not exceed six months within which the case must be decided. During the period of suspension the employee shall be paid an allowance equal to half amount of his salary. If ultimately the employee is removed from service, notice period of such removal shall not be allowed nor will any salary be paid in lieu thereof.
- 16 A permanent employee may, at any time, terminate his engagement by giving the Governing body three month's notice in writing or three month's basic pay in lieu thereof.
- 17 During the period of probation and when an employee is holding temporary appointment the notice period required on either side shall be one month. Or one month's basic pay in lieu thereof.
- 18 All colleges shall follow the general pattern of the contributory Provident Fund Rules, as recommended by the University Grants

Commission; Provided that the contribution of the college towards the Provident Fund of an employee shall not be less than 10% of his pay.

II. Leave Rules :

19 Leave account shall be maintained by the Head of the Institution. All leave other than casual leave must be duly entered in the service book of the teacher and his leave account completed as soon as it is sanctioned.

Leave cannot be claimed as matter of right. When the exigencies of service require, a discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

20 Casual Leave

Casual leave will be admissible to a teacher in a year (1st Jan to 31st Dec) as follows :

- | | |
|--|---------|
| (i) To teachers with 10 years service or less. | 10 days |
| (ii) To teachers with more than 10 years service but less than 20 years service. | 15 days |
| (iii) To teachers with over 20 years service. | 20 days |

How to be Calculated :

From the date on which a teacher completes his 10th or 20th years of service, as the case may be, he will be given leave in that year according to the next higher scale. Thus if a teacher completes 10 years service on the 30th September, he will be entitled to 15 days casual leave for the entire year.

Casual leave shall always be applied for before it is availed of. In case of urgency, however, this condition may be waived of at the discretion of the sanctioning authority. The authority competent to grant casual leave shall be the Principal in case of

teachers working under his administrative control.

In cases where all applications for leave cannot, in the interests of the public service, be granted an authority competent to grant leave should, in deciding which application should be granted, taken into account following considerations :

- a) the teacher who can, for the time being best be spared.
- b) the amount of leave due to the various applicants.
- c) the amount and character of the service rendered by each applicant since he last returned from leave.
- d) the fact that any such applicant was compulsorily recalled from his last leave.
- e) the fact that any such applicant has been refused leave in the public interest.

Casual leave will be sanctioned by the Principal at his discretion and shall not be combined with any other leave or summer vacation.

It may, however, be combined with holidays and in hard circumstances to be determined by the Principal, it may be combined with autumn/winter/spring recess; provided that the total spell in either case is not allowed to exceed 16 days.

In the case of Principal, leave will be sanctioned by the President/ Secretary of the Governing Body or any other person authorised by the Governing Body.

If a teacher has not been in service for whole of a calendar year, he will be entitled to casual leave in proportion to the service put in by him during the calendar year.

All women employees in service shall be entitled to 20 casual leaves every year irrespective of number of years of service put in by them.

21 Duty Leave :

Duty leave may be allowed to the teachers for attending meeting of the University, NCERT, State Government, Punjab school Education Board and Educational Seminars, Conferences,

Workshops, Youth Feativals etc. and for delevering extension lectures, if the sanctioning authority is satisfied that such Attendance/Participation is in the interest of the college.

22. Half Pay Leave/Commutated Leave :

Half pay leave admissible to a teacher in permanent employment of the college under the same management in respect of each completed year of service will be 20 days, Cummutated leave not exceeding half the amount of half pay leave due, may be granted to a teacher on medical certificate. Commuted leave during the entire service of teacher shall be limited to a maximum of 240 days.

Absence without prior permission even on medical certificate is liable to be treated as absence without leave which can be converted into leave without pay.

Leave on medical grounds shall be proverned by the rules applicable to the teachers working in Punjab government colleges.

23 Study Leave :

A teacher who has put in five years service may be given study leave on such terms as may be settled between him and the Governing Body mutually.

24 Maternity Leave :

The maximum limit of maternity leave admissible to the women employees shall be 180 days without the necessity of production of a medical certificate. Extension ig, any, beyond 180 days shall however, be permissible by the grant of leave of the kind due. The other eligibility conditions shall continue to be applicable as here-to-fore. Leave on account of miscarriage, abortion shall be admissible only in those cases where a women employee has less than two living children. The others having two or more children shall not be entitled to avail of this kind due on the production of medical certificate. The crtificate of the Cheif Medical Officer, Senior Medical Officer, Medical Officer of the Punjab Governemtn may, however, be called for

in case of doubt.

In case of emergency, Leave (If due) other than casual leave be combined with maternity leave.

25. Accumulation of earned leave by an employee shall be restricted to 360 days. The existing employees shall, however have the opinion either to continue to be governed by the existing rules or by this decision.
26. Enhancement of leave at the time of retirement shall be admissible up to 240 days those employees who opt for the revised rules. The Other conditions shall remain unchanged.
27. The period spent on duty shall include all kinds of leave except extraordinary leave for the purpose of calculation of earned leave.
28. There will be restriction of 120 days on availing of earned leave at a time.
29. In the case of without pay and other kinds of leave where the rules framed by Academic Council/ Syndicate are not clear or where there is no provision in the existing rules, the rules of Punjab Government Colleges will be applied.

III Conduct Rules

30. (i) No employee shall take part in subscribe to or assist in any way, any movement which tends to promote feelings of hatred or enmity between classes of citizens of the Indian Union, or to disturb public peace.
(ii). A teacher offering himself for election to Parliament/ State Legislature shall have to resign from service; provided that on the date, the nomination of the teacher for election of the parliament/ State Legislature is accepted, he would be deemed to have automatically vacated his office, even if he had not resigned of his resignation has not been accepted.
31. No employee shall, except with previous permission of the governing body, own wholly or in part or conduct or participate in editing or managing of any newspaper or any periodical, or

- act as correspondent of newspaper.
32. No employee shall in any manner criticise adversely in public any administrative action of the Governing Body of the college.
 33. No. employee shall, except in accordance with any special or general order of the governing body or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly any Official document or information to any employee or to any person to whom he is not authorised to communicate such document or information.
 34. (i) No employee shall, except with the previous sanction of the Governing Body, engage directly or indirectly in any trade, occupation or business or undertake any employment. the permission of the Principal for undertaking private tuition work, which will not be more than one hour a day will be necessary. No employee shall appear in any examination without obtaining prior permission of the Governing Body/ Principal; provided that a teacher may without such sanction. Undertake honorary work of a purely social or charitable nature or occasional work of a Literary, artistic or scientific character, subject to condition that his official duties do not thereby suffer, but he shall not undertake or shall discontinue such work, if so directed by the Principal if so directed by the Governing Body.
Provided further that no permission shall be necessary for examination work of this University or any other Indian University when the total emoluments accruing from such work do not exceed Rs. 3,000/- per annum, in case the total emoluments for all examinations work exceeds Rs. 3,000/- the previous permission of the Governing Body shall be necessary.
 - ii) No employee in an affiliated college shall write a guide or a help book or cheap notes. he shall follow the procedure laid down by the University in case he intends to publish any work.
 35. An employee shall avoid habitual indebtedness or insolvency, an employee who becomes the subject of legal proceedings of his insolvency shall forthwith report the full facts to the Principal of his college.

36. No. employee shall bring or attempt to bring any outside influence to bear upon the authorities of his college to further his interest in respect of matters pertaining to his service in the college.
37. No. employee shall be a member representative or office-bearer of any association, representing or purporting to represent teachers unless such association satisfies the following conditions:
 - (a) Its membership is confined to teachers.
 - (b) Meetings of such an association may be held in the premises of the college after college hours or on a non-teaching day with prior permission of the principal which would normally be granted.
 - (c) The decision taken at such meeting pertaining to the college administration shall be communicated, in writing, to the Principal within ten days.
38. General
 - (i) Every employee shall at all time serve efficiently, act in a disciplined manner and maintain absolute integrity and devotion to duty.
 - (ii) Unless in any case it be expressly provided for, the whole time of an employee shall be at the disposal of College in such capacity and at such places as may from time to time, be directed by the Principal/Governing Body of his College, subject to such conditions as may be laid down by the University.
 - (iii) No employee in a college shall apply for any other job, post or scholarship without the previous sanction of the Principal of his college or, in case of the Principal, without the previous sanction of the Governing Body.

Provided that persons appointed on contract basis may apply for a job or a post if the post or the job for which they are applying is to commence from a date after the expiry of the period of contract.

- (iv) Save in exceptional circumstances, no employee shall absent

- himself from his duties without having first obtained the permission of the authority in the leave rules.
- (v) No employee shall take part in any activity which in the judgement of the Principal is calculated to lead/to indiscipline in the college.
39. Gratuity Rules.

In addition to the benefits of the Provident Fund a teacher at the time of retirement shall be granted by the Governing Body a gratuity of sum equivalent to one fourth of his pay last drawn for each completed six monthly period of qualifying service subject to 16½ (sixteen and half) times the pay ; provided that in no case gratuity shall exceed the amount as fixed by the Punjab Government from time to time for its employees.

In the event of death of a teacher while in service the gratuity shall be subjected to minimum of 12 times the pay of the teacher drawn at the time of his death; provided that in no case shall it exceed the amount as fixed by the Punjab Govt. from time to time for its employees.

AGREEMENT FORM FOR COLLEGE TEACHERS IN A NON-GOVERNMENT COLLEGE

An agreement made this _____ day of _____ 199 _____ between _____ son of Shri _____ the first Party and the Governing Body of Managing Committee of the _____ college, through its Chairman/Secretary, hereinafter known as the Second Party.

Whereas the Second Party has engaged the First Party to serve the _____ College as _____ subject to the terms and conditions hereinafter set out:

1. That this agreement shall take effect and commence from the day of _____ 1999 _____ and shall be determinable as hereinafter provided.
2. That the First Party is employed in the first instance on probation for a period of one year and shall be paid a monthly salary of Rs. _____. The period of probation may be extended further by one year, but the total period of probation shall in no case exceed two years.
3. In case the second Party in managing a number of colleges it shall have the right to transfer the First Party to any other similar institution in the same agreement ; provided it does not adversely affect his emoluments and further prospects.
4. That on confirmation (after the period of probation) the Second Party shall pay to the First Party during the continuance of his engagement for his services a salary at the rate of Rs. _____ per month rising by annual increments of Rs _____ to Rs. _____. These annual increments shall be granted on the recommendations of the Principal and shall not be withheld without assigning specific reasons in writing and further the First Party shall have the right of appeal to the Vice-Chancellor.
5. That the First Party shall subscribe to and be entitled to, the benefit of the Standard Provident Fund Rules as recommended by the University Grants Commission and gratuity in accordance with the rules laid down by the Punjabi University.
6. Except in ceases where the First Party is employed in a temporary vacancy up to the begining of the long vacation, the first party shall be entitled to the full summer vacation salary; provided he has continously worked for nine months immediately before and up to the commencement of the summer vacation; provided further that if the First Party leaves services of his own accord, he shal not be entitled to summer vacation salary or proportion thereof.
7. That the First Party shall be entitled to leave in accordance with the rules laid down by the Punjabi University.

8. That the First Party shall not be required to teach for more periods than laid by the Punjabi University, apart from such co-curricular activities as may be assigned by the Second Party through the Principal of the College. However, if the First Party is given some extra teaching work for a fortnight or more shall be paid proportionately for that.
9. That the First Party shall be paid his salary regularly but in no case later than the tenth day of the calendar month, following the month for which his salary is due.
10. That the First Party shall not take part in any activity which, in the judgment of the Principal is calculated to, lead to indiscipline in the college.
11. That the First Party shall devote his whole time to his duties of his appointment, and shall not engage, directly, or indirectly in any trade, occupation or business, whatsoever, or without the sanction, in writing of the Second Party, engage himself or take any part in any private tuition work or take up any occupation, whatsoever, directly or indirectly, which in the opinion of the Second Party, is likely to interfere with the duties of his appointment.
12. That the First Party shall at all times maintain absolute integrity and devotion to duty.
13. That the First Party shall not take part in, subscribe to or assist, in any way, any movement which tends to promote feelings of hatred or enmity between different classes or subjects of the Indian Union, or to disturb public peace.
14. That the First Party shall not stand for election to Parliament/ State Legislature/Local Bodies, without the prior permission of the Managing Committee.
15. That the First Party shall not, except with the previous permission of the Managing Committee, own wholly or in part or conduct or participate in editing or managing of any newspaper or any periodical.
16. That the First Party shall not in any document publish anonymous or in his own name or in the name of any other person or in any

- communication to the press or in any public utterance, make any statement of fact or express an opinion involving adverse criticism of the actions and policy of the Managing Committee of his college.
17. That the First Party shall not, except in accordance with any general or special order of the Managing Committee or in the performance, in good faith of the duties assigned to him, communicate, directly or indirectly, and official document or information to any employee or to any other person, to whom, he is not authorized to communicate such document or information.
 18. That the First Party shall not write a guide or a help-book or cheap notes, and shall follow the procedure laid down by the University in case he intends to publish any book.
 19. That the First Party shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings for insolvency shall forth with report the full facts to the Principal of the college.
 20. That the First Party shall not bring or attempt to bring any outside influence to bear upon the authorities of his college to further his interest in respect of matters pertaining to his service in the college.
 21. That the First Party shall not be a member representative or office-bearer of any association representing or purporting to represent teachers or any class of teaching profession, unless such association satisfies the following conditions :
 - (a) Its membership is confined to teachers or a distinct class of teachers and it is open to all such employees or class of employees as the case may be;
 - (b) It is not in any way connected with any political party or organisation or does not engage in any political activity.
 22. That the First Party shall not apply for any other job, post, or scholarship without the previous sanction of the Principal of his college or in case of the Principal without the previous sanction of the Managing Committee.

23. That the First Party shall not absent himself from his duties without having obtained the permission of the principal or in the case of the Principal, of the Managing Committee. Leave in all cases must be applied for and got sanctioned before it is taken.
24. That the Second Party shall be entitled summarily to determine the engagement of the First Party for misconduct, but subject as aforesaid to determine the engagement after giving three month's notice in writing or on payment; of three month's salary in lieu of the said notice Provided in case of serious moral turpitude, on the part of the First Party, the Second Party shall have the right to terminate the services of the First Party with immediate effect.
25. That the Second Party shall not determine the engagement of the First Party, whether summarily or otherwise without informing in writing of the grounds on which they propose to take action, giving him a reasonable opportunity of stating of his case in writing and before coming to a final decision shall consider the statement of the First Party, and, if he so desires, give him a personal hearing.
26. The First Party may, if he so wishes, terminate his engagement with the Second Party by giving the Second Party three month's notice in writing or pay the Second Party a sum equivalent to three month's salary in lieu thereof.
The Second Party may not, if it so decides, realise such sum from the First Party in any particular case.
27. If the First Party is holding a temporary appointment or is on probation, then said notice for either shall be one month only.
28. The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by the Provisions of the Punjab Affiliated Colleges (Security of Service of Teachers) Act, 1978.
29. On the termination of this agreement from whatever cause, the First Party shall deliver to the Second Party, all books, apparatus,

records, and such other articles belonging to the said college or to the Second Party or to the University, as may be in his possession or charge.

POLICY AND SYSTEM TO BE ENFORCED FOR THE RECRUITMENT OF THE TEACHING FACULTY IN THE COLLEGES AND UNIVERSITIES.

The Governor of Punjab is pleased to lay down the following criteria and guide-lines for recruitment of lecturers in the Colleges and Universities :-

1. No. of candidates to be invited for interview :

Presently, there is no clear and transparent system for calling the candidates for interviews for the posts of lectures in Colleges/Universities. Generally the practice of calling large number of candidates for interviews for a few posts is adopted which leads to a number of problems and complications. If the number of candidates to be invited for interview is restricted then such problems and complications can be avoided. It is therefore, decided that the following norms for inviting candidates for interview be applied :-

- (a) For One vacancy-maximum 6 candidates subject to eligibility.
- (b) For two vacancy-maximum 10 candidates subject to eligibility.
- (c) For three vacancy-maximum 12 candidates subject to eligibility.
- (d) For four vacancy-maximum 14 candidates subject to eligibility.
- (e) For five vacancy-maximum 16 candidates subject to eligibility.

Beyond that, for every additional vacancy 3 candidates may be invited.

That means that if there are 10 vacancies, then maximum 31 candidates shall be invited for interview (16 for first five

- vacancies and 15 for next five vacancies and so on).
2. Screening of applications for short listing the highest ranking candidates :

The selection of candidates for interview will be made only on the basis of their performance and achievement in their respective subject(s) alongwith certain other qualifications. The applications shall be screened on the following grounds giving marks in each field out of the total maximum marks indicated against each parameter as below :-

(A) Basic qualification marks	3	0
(B) Higher qualification marks	1	5
(C) Extra currucular activities marks	1	5
(D) Publications in the National/ International Referral Journals or Books.	1	5
(E) Experience	15 marks	

On the basis of inter-se merit of the applicants after Screening, the candidates shall be invited for interview as per para 1 above. The remaining 20 marks shall be for (a) Interview-10 marks (b) Resume-Writing- 10 marks as per guidelines mentioned in Paras 4 & 5 below.

3. Method for calculating and granting Marks
- (A) For the basic qualification as laid-down by the UGC for Humanities, Social Sciences, Sciences, Commerce, Education, Physical Education, Foeign Languages and Law.
- (i) "Good academic record with at least 55% of the marks or, an

equivalent grade of B in the 7 point scale with latter grades O,A,B,C,D,E& F at the Master's Degree level, in the relevant subject from an Indian University, or, an equivalent degree from a Foreign University.

- (ii) Besides fulfilling the above qualifications, candidates should have cleared the eligibility test (NET) for lecturers conducted by the UGC, CSIR or similar test accredited by the UGC."
- (iii) An applicant shall get pro-rata marks out of the 30 marks as per the performance in qualifying degree. For example, if a candidate has got 56% marks in M.A./M.Sc. and has passed NET, then he/she will get only 56% out of 30 marks qualifications, he/she will get 70% out of the 30 marks.

Note : (1) Wherever required qualification is M.Ed. or M.Ph.Ed. or LLB/LLM etc. etc., there the marks in these degrees i.e. M.Ed./M.P.Ed./LLB/LLM etc. shall be taken into account and not the preliminary degree. For example if a post of lecturer in laws requires B.A./B.Sc. or M.A./M.Sc. etc.

- (2) In case of lecturers in Engineering subjects, the required qualification is either B.E./B.Tech 1st class or M.E./M.Tech. 1st class. In such cases the marks for basic qualification of either B.E./B.Tech 1st class or M.E./M.Tech 1st class are to be considered.
- (3) Where a candidate B.E./B.Tech 1st class and thus fulfils basic qualification & has also passed M.E./M.Tech, such a candidate will be given 7 marks for higher qualification (as in case of M.Phil).
- (4) Where a candidate is M.A./M.Sc., LLM, M.Ed. etc. etc., but has not cleared NET and has either the Degree of Ph.D. or has submitted the thesis for Ph.D. upto December, 2002 and, therefore, claims exemption from NET, his/her basic qualifications shall be considered as M.A./M.Sc. etc. with Ph.D. and marks shall be awarded for M.A./M.Sc. as mentioned above. But such a candidate shall not get extra marks for having got degree of Ph.D.

(B) Higher Qualifications

In addition to basic qualification, a candidate having achieved any of the following shall get additional marks :-

- | | | | |
|-------|--|----------|---|
| (i) | First Class First with Gold Medal | 5 marks | |
| (ii) | Basic qualification and M.Phil. | 7 marks | |
| (iii) | Basic qualification and Ph.D. | 1 | 0 |
| | marks | | |
| (iv) | First Class First and Gold Medal with M.Phil. | 12 marks | |
| (v) | Double Gold Medal both in basic qualification and M.Phil. | 13 marks | |
| (vi) | First class First with Gold Medal either in basic qualification or in M.Phil. with Ph.D. | 15 marks | |

(C) For Extra-Curriculum Activities For having participated in any International or National or Zonal meet(s) in any event such as Sports/Athletics/Games/Theatre/Music/Dance both folk or Classical/Painting/Deceamation/Literature/NCC/Scouting/ NSS or any other activity, the marks will be awarded as following:

International Meets

- | | | | |
|-----|--|---|---|
| I | For winning Gold Medal in any International meet | | |
| | 15 marks | | |
| II | For winning Silver Medal in any International meet | | |
| | 13 marks | | |
| III | For winning Bronze Medal in any International meet | 1 | 1 |
| | marks | | |
| IV | Simple participation in any International meet | | |
| | 10 marks | | |

National Meets

- | | | | |
|---|---|--|--|
| V | For winning Gold Medal in any National meet | | |
| | 13 marks | | |

VI	For winning Silver Medal in any National meet marks	1	1
VII	For winning Bronze Medal in any National meet 9 marks		
VIII	Simple participation in any National meet 7 marks Inter-Zonal or Inter State or Inter-University level where atleast 3 Zones/States/Universities have participated		
IX	For winning Gold Medal/1st Position 12 marks		
X	For winning Silver Medal/2nd Position 10 marks		
XI	For having Bronze Medal/3rd Position 8 marks		
XII	For having participated 5 marks NCC/NSS OR Similar Activites		
XIII	For having attended Republic Day Contingent Camp marks	1	5
XIV	NCC having attended atleast 4 Campus & Passed 'C' marks Certificate.	1	5
XV	NCC having attended atleast 3 Campus & Passed 'C' marks Certificate.	1	2
XVI	NCC having attended atleast 3 Campus & Passed 'B' marks Certificate.	1	2
XVII	NCC having attended atleast 2 Campus & Passed 'B' marks Certificate.	1	0
XVIII	NCC javomg attended atleast 1 Camp. 8 marks		
XIX	NSS or Similar Activities and having attended atleast 2 Campus	3	marks

(D) For Published Work

- (i) For at least 2 paper published in the International/ or 1 5 marks

least 4 papers published in National referral Journal(s)/ or combination of 3 papers in International and National Referral Journals out of which at least 1 should be in International Journals.

- (ii) For publication of at least 1 paper in International or at 10 marks

least 3 papers in National Journals out of which at least 1 should be in International Journal.

- (iii) For 1 Paper in International or 2 Papers in National Journal 7 marks

- (iv) For 1 Paper in National Referral Journal 5 marks

OR

- (v) Publication of at least 2 books on the subject 15 marks

- (vi) Publication of at least 1 books on the subject 10 marks

- (vii) Publication of at least 4 Articles on the subject 7 marks

published in reputed Journal or News Paper

OR

- (viii) Publication of at least 3 books on any subject 15 marks

- (ix) Publication of at least 2 books on any subject 10 marks

- (x) Publication of at least 1 books on any subject 7 marks

OR

- (xi) If 10 or more Articles on the subject or any 15 marks

- subject are published in News Paper(s)/Journal(s) of recognised standing
- (xii) If 6 or more Articles on the subject or any subject 10 marks are published in News Paper(s)/Journal(s) or recognised standing.
- (xiii) If 3 or more Articles on the subject or any subject 5 marks are published in News Paper(s)/Journal(s) or recognized standing.
- (xiv) If 1 or more Articles on the subject or any subject are 3 marks published in News Paper(s)/Journal(s) of recognised standing.

Notes : (1) The minimum duration of a camp should be atleast 7 days.

- (2) If a candidate has participated in more than one event(s) in same or different fields or competition, and where participation in two or more than two events together entitles for more than 15 marks, then the candidate shall get maximum 15 marks.

For example, in an International meet, a candidate has won bronze medal (11 marks) and participated in two other items (each entitling him/her 10 marks), such a candidate shall be entitled to maximum 15 marks because his/her combined score is 11+10+10 which is more than 15. Similarly in case of a candidate having participated in NCC, NSS or similar other activity and, thus, has earned the combined marks of more than 15 marks, he/she shall be entitled for maximum 15 marks.

- (E) For Experience a candidate will get 1 mark for each competed year in the teaching or research areas. The period for less than six month will be ignored and period for more than six month will be taken as whole year. For experience of 5 years or more, a candidate will get maximum 5 marks only. In case of part time lecturers the experience will be considered at half the scale e.g. four academic years as part timer lecturer will be considered as

equal to two years experience only. Particularly for recruitment of lecturer(s) in the Universities the following shall also be considered towards experience :-

- (i) Post-doctoral experience on an International Fellowship. Which should be atleast 6 months duration. 2 marks for each fellowship subject to maximum 5 marks

OR

- (ii) Research Projects: (only major research Projects awarded by ICCSSR,DST,DBT,CSIR,ICAR etc.) in the form of PI or CI 2 marks subject to maximum 5 marks

OR

- (iii) Research work done in affiliated College/ University/National/International recognised whole timer and 500 days Research Labs. for Part timer maximum 5 marks. 2 marks f o r

OR

- (iv) For each Ph.D. produced each subject to 2 marks maximum 5 marks.

Note: Research work done for obtaining Degree of M.Phil or Ph.D. will not be considered for granting of marks under the heading "Research Project" or "Research Work".

4. The Interviews

Every candidate shall have to appear for interview before a Selection Committee Constituted by the Competent Authority. It will be compulsory that every candidate should be asked to deliver a talk on any subject or any area of his/her subject as suggested by the interview Board or even of his/her own choice for atleast 3-5 minutes. This is to judge whether the candidate can communicate & convey properly and confidently or not.

The marks in Interview may be awarded either by the Members individually and then the aggregate average may be taken or the Committee can assess the performance of the candidate collectively and award the marks as it may deem fit.

5. The Resume Writing
Maximum 10 marks

After the interview is over, the candidates be asked to move to the adjoining room and write-down in maximum 10 minutes whatever he/she experienced in the Interview. At the end of 10 minutes time, the resume paper be collected from the candidate and be sent to the Chairman of the Selection Committee without any delay. The Chairman or any other Member of the committee may read the resume to all the Members of the Committee and then by unanimous opinion award the marks or the Committee may authorise the Chairman to go through the resume paper and award the marks.

6. (a) By following the above procedure the marks out of 80 marks can be awarded at the time of screening of the application on the basis of attached documents. The merit list be prepared accordingly as per the number of available vacancies and highest ranking candidates should be invited for interview. The list of eligible candidates being invited for interview be displayed

- publicity so that every candidate may know about his/her status.
- (b) The same procedure be followed for the vacancies belonging to reserve categories and separate eligibility list(s) are to be prepared for each category.
 - (c) The procedure of video-recording the interview of the candidates may be adopted, wherever possible.

- 7. The above-mentioned policy is to be followed in toto and strictly while recruiting the lecturers in Government Colleges and Government aided Colleges. It will be appreciated if even the un-aided Colleges also adopt this policy.
- 8. PPSC and the Universities are also advised to adopt the above policy for recruitment of lecturers.

cum-merit and to the recommendation of Principal regarding work and conduct of employee.

- (ii) The appointment, suspension and dismissal of the clerical staff shall rest with the Managing Committee of the college. However a temporary appointment for a period upto three months may be made by the Principal.
- (iii) The appointment, suspension, and dismissal of the peons, daftries, chowkidars, attendants or other employee of this cadre shall rest with the Principal of the college.

All the appointments of class-III employees may be made through open advertisement and the concerned Principal shall submit the case of selected employee to the University for approval.

3a. Qualifications

The minimum educational qualifications for appointment to the various categories, shall be as under :-

- (i) Office Superintendent/ M.A. OR equivalent degree with 2 years

- | | |
|---|--|
| Accounts Officer
Accountant OR | experience as Head Clerk/
B.A. OR equivalent degree with 5
years
experience as Head Clerk or
Accountant. |
| (ii) Head Clerk/Accountant
years experience
with | Graduate with atleast 2
of office work OR under-graduate
10 years experiece of office work.
Ist Division in Matric, 80
hand & 30 W.P.M. in typing. |
| (iii) Steno-Typist
W.P.M. in short | Matric Ist Division or 2nd
equivalent examination Or
W.P.M. speed of type-writing. |
| (iv) Clerk-cum-Typist
Division in +2 Or
graduate & 30 | B.Lib. Science or Library
years experiece. |
| (v) Assistant Librarian
Assistant with 10 | |
-
- (i) Office Superintendent Grade-I/Accounts Officers :
M.A.or equivalent degree with seven years experience as Senior
Assistant/Accountant or equivalent post.
OR
B.A. or equivalent degree with 10 years experience as Senior
Assistant/Accountant or equivalent post.
- (ii) Office Superintendent Grade-II/Assistant Accounts Officer :
M.A. or equivalent degree with Two years experience as Senior
Assistant/Accountant or equivalent post.
OR
B.A. or equivalent degree with Five years experience as Senior

- Assistant/Accountant or equivalent post.
- (iii)a Senior Assistant/Accountant :
- B.A. or equivalent degree with 5 years'experience of office work.
OR
Under-Graduate with 10 years experince of office work.
For the post of Accountant preference will be given to a person
having experience in accounts.

- | | |
|---|---|
| (vii) Library Assistant
Library | Matriculate with a Certificate in
Science. |
| (viii) Library Attendant | Matriculate. |
| (ix) Restorer | Matriculate. |
| (x) Lecture Assistant
Science subjects

group or its

Laboratory | Ist division in Matric with

or 2nd division in +2 Science

equivalent exam. B.Sc. or

Assistant with 3 years experience. |
| (xi) Laboratory Assistant
division with Science subjects
or Laborotary Bearer/Attendant with Science subject having 3 years
experience as Laboratory Bearer/attendant. | Matric 2nd |
| (xii) Dipsenser | Qualified Dispenser/ Pharmacist. |

- (xiii) Laboratory Attendant/ Bearer Matriculate.
(xiv) Peons/Daftries/Chowkidars (Preferably Matriculate).

4. Pay-Scale

The minimum pay-scales for different categories of staff shall be the same as are applicable, from time to time, to such Non-Teaching employees working in the Government Colleges in the State. The Dearness allowance and other allowance as admissible under the term of appointment shall be at the rate fixed by the State Government.

Provided that in case of any incumbent already in service, if the existing pay-scale is better, he shall be allowed to continue to draw pay in existing pay-scale.

5. Age of Entry

No person shall be appointed to any post whose age is less than 18 years or more than 35 years on the date of appointment.

6. Medical Fitness and Antecedents

The rules regarding Medical Fitness and verification of character and Antecedents in the case of Teaching/Non-Teaching staff working in Non-govt. colleges shall be applicable on the pattern of Teaching/Non-Teaching staff working in Punjab Govt. Colleges.

7. Probation

Every person appointed to a substantive post shall be on probation for a period of one year. In case his work and conduct has not been found satisfactory, during the period, the Employer may extend his period of probation by one year more. In this case the employer must inform the employee in writing about it before expiry of his one year's probation. The probationary period expiry of his one year's probation. The probationary

period shall, in no case, be extended beyond two years from the date of appointment.

After the expiry of the probation period, the employee shall be deemed to have been confirmed; Provided that if during the period of probation, the appointing authority may :-

- (i) In the case person appointed by promotion/transfer, may revert him to the post held by him immediately before such appointment.
- (ii) In the case person appointed by direct recruitment, terminate his services.

8. a) Pay on appointment

The initial pay of an employee who is appointed by promotion or transfer to a post shall be fixed as follows :

- (i) When appointment to the new post involves the assumption of duties or responsibilities of greater importance than attaching to the post he is holding, he will draw as initial pay the stage of time-scale next above his substantive pay in respect of the old post or the minimum of the time-scale of the new post whichever is higher.
 - (ii) When appointment to the new post does not involve such assumption, he will draw as initial pay the stage of the time scale which is equal to his substantive pay in respect of the old post, or, if there is no such stage, the stage next below that pay plus personal pay equal to the difference and in either case will continue to draw that pay until such time as he would have received an increment in the time-scale of the new post, whichever is less. But if the minimum of the time-scale of the new post is higher than his substantive pay in respect of the old post he will draw that minimum as initial pay;
- (b) The initial pay of an employee who is recruited by direct appointment will be fixed at the minimum or at such higher stage in the sanctioned scale as may be determined by the appointing authority.
- (c) The authority which orders the reduction in rank of an employee

- as penalty from a higher form a higher grade to a lower grade of pay, may allow him to draw pay not exceeding the maximum of the lower grade of post which it may think proper.
- (d) If an employee is on account of misconduct or inefficiency reduced to a lower grade or post or to a lower stage in his time-scale, the authority ordering such reduction may determine the period for which it shall be effective.

9. Termination of Services

- (i) The services of an adhoc employee may be terminated by appointing authority without assigning any reason and giving any notice.
- (ii) The service of an employee on probation can be terminated at any time on the ground of his work and conduct being not satisfactory. If an employee on probation wishes to resign from service, he shall give one month's notice in writing to the college. If the employee fails to give such a notice, the college shall recover one month's salary or salary for the period by which the notice falls short of one month from him in lieu of such notice unless otherwise directed by the appointing authority.
- (iii) The Service of confirmed employee may be terminated by following procedure laid down under the Punjab affiliated Colleges (security of service of teachers) Act, 1974.

NOTE :- Salary for the purpose of this Ordinance shall mean total emoluments drawn monthly by the date of relinquishing the charge of his duties.

10. Revision of pay-Scales.

The holder of a post, the pay-scale of which is revised shall be allowed pay in the revised scale in accordance with the instructions issued by the Govt. in this behalf.

11. Increment

An increment shall be drawn as a matter of course, unless it is withheld by the appointing authority. An increment may be withheld if work and conduct of an employee has not been satisfactory. When it is proposed to withhold the annual increment of an employee no order shall be passed imposing this penalty unless the employee concerned has been given an adequate opportunity to make any representation that he may desire to make and such representation has been taken into consideration.

12. Age if retirement

All whole-time employees of the college not holding a tenure post, shall retire on attaining the age of 60 years.

13. An employee, before leaving the college service, shall hand over the charge of his post to a duly authorised employee and shall return to the college all books, apparatus, furniture etc. issued to him and shall pay in full all the charges due from him for occupation of residential quarters, municipal taxes, water and electricity charges etc. If he fails to do so, the Principal shall recover the amount due from him, on account of the above itmes, from his last salary or from the college contribution to his provident fund.

14. An employee who is an occupant of residential accommodation of the college shall be in the status of licensee and shall on leaving the service of the college vacate the residence allotted to him by the college.

15. Service Record.

- (i) Service Record of each employee of the college shall be maintained by the Principal's office on the printed service books prescribed for the purpose.
- (ii) Separate personal files of the employees shall be maintained by the Principals office.
- (iii) Confidential report in the proforma of each employee shall be recorded every year in the month of April and shall be maintained by the Principals.

Adverse remarks; if any, shall be communicated to the concerned employee who will be entitled to represent against such remarks to the appointing authority within three months of the communication of such remarks the Orders passed by the appointing authority in this behalf shall be final.

16. Working Hours.

The working hours for class III employees would be 42 hours per week of six working days and class IV employees 48 hours per week of 6 working days. The total span of duty for class IV employees should not exceed 12 hours a day.

17. Payment of Salary

The Non-teaching staff in a college shall be paid their salary regularly and ordinarily not later than the 10th of the month of following the one for which the salary is due.

18. Medical Facilities.

The Medical facilities will be provided to the employees in accordance with such rules as are framed for the teachers of the college in this behalf from time to time.

19. Leave.

Leave cannot be claimed as a matter of right. When the exigencies of service so require, a discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

Leave account shall be maintained by the Head of the institution. All leave other than casual leave must be duly entered in the service book of the employee & his leave account completed as soon as it is sanctioned.

20. An employee, who resigns or is discharged from the employment of the college cannot, if re-employed after an interval, count his former service towards leave without the permission of the authority re-appointing him.

21. If an employee, who is dismissed or removed or suspended is reinstated the authority competent to order the reinstatement shall make specific order as suspension, as the case may be, counted as the duty for the purpose of leave.

22. An employee shall be entitled to half the summer, autumn and

winter vacations.

If an employee is not permitted by the Principal to avail of the due vacation spell, he would be entitled to privilege leave subject to a maximum of 30 days to be calculated in the proportion of total of summer, autumn and winter vacations to the total entitlement of 30 days. For example, if the total spell of three vacations is 50 and in a particular vacation spell of 10 days the employee could not be granted vacation then the entitlement to privilege leave would be in the ratio of 3:5. Full pay shall be granted to an employee while on privilege leave. Such leave may be combined with medical leave.

23. The college shall follow the rules of Punjab Government for leave on Medical grounds viz. half leave pay leave or commuted leave. Such leave will be granted on production of Medical Officer or such other authority as the college management may prescribe.
24. In case of necessity, leave without pay may be granted at the discretion of Principal, subject to the condition that no employee may be granted such leave for more than 2 years during the whole period of service; Provided that in the case of leave without pay, the annual increment of the employee shall be deferred by the period spent as such on leave without pay.
25. The maximum limit of Maternity Leave to the women employees shall be 180 days without the necessity of production of a medical certificate. Extension, if any beyond 180 days shall, however, be permissible by the grant of leave of the kind due. The other eligibility conditions shall continue to be applicable as here-to-fore.

Leave on account of miscarriage abortion shall be admissible only in those cases where a woman employee has less than two living children. The others having two or more children shall not be entitled to avail of this concession but, if required can be sanctioned leave of the kind due, on the production of medical certificate. the certificate of a Principal Medical Officer or Assistant Civil Surgeon or Gazetted Medical Officer may

however be called for in case of doubt.

26. (a) Casual leave may be granted to a permanent employee during a calendar year, as under :
- | | |
|---|---------|
| (i) With service up to 10 years | 10 days |
| in a year | |
| (ii) With service between 10 and 20 years | 15 days |
| in a year | |
| (iii) Exceeding 20 years | 20 days |
| in a year. | |

Mode of calculation

- (a) From the date on which an employee completes his 10th or 20th years of service as the case may be, he will be entitled to leave in that year according to the next higher slab. Thus, if an employee completes 10 years service on the 30th September, 1990, he will be entitled 15 days casual leave for the entire year of 1990.
- (b) Casual leave shall always be applied for and got sanctioned before it is availed of. In case of urgency, however, this condition may be waived of at the discretion of the sanctioning authority.
- (c) The authority competent to grant casual leave shall be the Principal in case of employees working under his administrative control.

Note:-1. Sundays and other college holidays falling within the period of casual leave shall not be counted as a casual leave.

2. Not more than 10 days casual leave will be allowed at a time. Casual leave cannot be combined with any other leave. It can be combined with holidays. Provided that the total period including the holidays does not exceed ten days.

In accordance with the conditions/ recommendations contained in Punjab Government letter No. 1/10/98/-3FP 2/3187 dated 9.4.2002. make employee shall also be entitled to paternity leave for 15 days.

All women employees in service shall be entitled to 20 casual

- leaves every year irrespective of number of years of service put in by them.
27. Five casual leaves may be allowed to office bearers of teacher`s Association of Non-Govt. affiliated colleges as is being allowed in case of office bearers of Punjabi University Teachers Association. It is understood that half of such casual leave so availed, shall be deducted from their Casual leave account and the remaining half of the Casual Leave will be counted as special Casual Leave. The maximum Special Casual Leave should not exceed five in a year.
 28. The Non-teaching staff of the colleges shall be entitled to eight days earned leave for every completed year spent on duty. This concession of earned leave of eight days shall not be admissible to such employee in respect of any year in which he is prevented from availing himself of the full vacation as he is entitled to the earned leave as is admissible to the vacation staff. If any employee avails himself of a part of vacation the earned leave proportionately admissible to him in lieu of unavailed vacation together with eight days additional earned leave will not exceed the maximum earned leave admissible to him under the rules.
 30. In addition to the benefit of the Provident Fund an employee at the time of retirement shall be granted by the Governing Body a gratuity of a sum equivalent to one fourth of his pay last drawn for each completed six monthly period of qualifying service subject to 16½ (Sixteen and half) times the pay; provided that in no case gratuity shall exceed the amount as fixed by the Punjab Government from time to time for its employees. In the event of death of an employee while in service the gratuity shall be subject to minimum of 12 times the pay of an employee drawn at the time of his death; provided that in no case shall it exceed the amount as fixed by the Punjab Govt. from time to time for its employees.

Provided that:

In case of Class IV employees no gratuity shall occur for

29. Library staff working in the affiliated Non-Government colleges shall be deemed to be Non-vacational staff.

Labortary staff be deemed to be vacational staff subject to the condition that they will be on duty during Theory & Practical examinations.

Labortary staff of the non-Government colleges shall deemed to be vacational staff subject to the condition that the principal will have full powers to assign them any Iniversity/Government/college work, as may be required during the vacation;

31. In case of death of any non-teacing employee in service, his/her next of the kin may be appointed in the college if a post is available and the incumbment fulfillls the requisite qualifications.
Conduct:

32. Every employee shall at all times maintain absolute integrity and devtion to duty.

33. Every employee shall abide be and comply with the rules of the college and all orders and directions of his authorities issued from time to time.

34. Every employee shall extended utmost courtsey and attention to all persions with whom he ahs to deal in the course of his duites.

35. Every employee shall endeavour to promote the interest of the college and shall not act in any manner pre-judicial to the interest of the college.

36. No employee shall, except with the previous sanction of the college authority wholly or in part, conduct or participate in editing or managing of any newspaper or any other periodical publication.

37. No employee shall, in any Radio-Broadcast or any documents published anonymously or in his own name or the name of any other person, or in any communication to the Press or in any public utterence, make any statemnt or express any opinion.

(i) Which has effect of any adverse cricism of any decision of his Principal/Governing Body of the college concerning the

- Management or the college authorities or any current or recent policy or action of the college authorities.
- (ii) Which is capable of embarrassing the relations between the services in the college;
- OR
- (iii) Which involves personal attacks insitutions against his colleagues and subordinates/superiors.
38. No employee shall, except in accordance with the general or special orders of the Principal or college Authorities or in the performance of the duties assigned to him, convey directly or indirectly any official documents or information to any person to whom he is not authorised to convey the said documents or information.
39. No employee shall bring or attempt to bring political or other outside influence to bear upon any authority to further his interests in respect of matters pertaining to his services under the college.
40. The employee shall so manage his affairs as to avoid habitual indebtedness or insolvency. Any employee against whom any legal proceedings are instituted for the recovery of any debt due from him adjudging him as an insolvent shall forthwith report the full facts of the legal proceedings to the college concerned.

NOTE:

- The burden of proving that the insolvency for indebtedness was the result of circumstances which with the exercise of ordinary diligence the employee could not have foreseen or over which he had no control and has not proceeded from extravagant or dissipated habits, shall be upon the employee concerned.
- 41. No employee of the college shall apply for any post outside the college except through the Principal. In one calendar year, not more than two applications for outside post will be forwarded and the record will be maintained by the Principals office.
 - 42. The following minor penalties may, for good and sufficient reasons be imposed upon an employee:

- (i) Censure
 - (ii) Withholding of increments(s) with or without commulative effect or promotion.
 - (iii) Recovery from pay of the whole or part of any pecuniary loss caused to the college by negligence or breach of orders.
43. Procedure for imposing of penalties :
- (a) No order imposing on employee any of the penalties specified in clause (i) to (ii) or rule 43 shall be made except after:--
 - (i) Information the employee in writing of the proposal to take action against him and of the imputations of misconduct or misbehaviour on which it is proposed to be taken and giving him a reasonable opportunity or making such representation as he may wish to make against the proposal;
 - (ii) Holding an inquiry in every case in which the punishing authority is of the opinion that such inquiry is necessary;
 - (iii) taking the representation, if any submitted by the employee under clause (i) and (ii) and the record of inquiry, if any held under clause (ii) into consideration; and
 - (iv) recording a finding on each imputation of misconduct or misbehaviour; and
 - (b) the record of the proceedings in such cases shall include :
 - (i) A copy of the intimation to the employee of the proposal to take action against him;
 - (ii) A copy of the statement of imputation of misconduct or misbehaviour delivered to him;
 - (iii) his representation, if any;
 - (iv) the evidence during the inquiry if held;
 - (v) the findings on each imputation of misconduct or misbehaviour ; and
 - (vi) the orders on the case together with reasons thereof.
44. No employee shall be dismissed or removed or reduced in rank except after an enquiry in which he has been informed of the charges against him and given a reasonable opportunity of being heard in respect of these charges.

The imposition of such penalties shall be governed by the Punjab
affiliated colleges (security of service Act), No. 25 of 1975 as
amended from time to time.

CHAPTER-XVII
ANNUAL CONFIDENTIAL REPORTS
IN RESPECT OF UNIVERSITY EMPLOYEES

- I. Annual confidential report is a very important record which is required to be consulted for various purposes, e.g., promotion, to clear efficiency bar (s), punishments, appeals, etc. etc. A confidential report should therefore, depict a true assessment about the work and conduct of employees in an explicit and concise manner. It is, therefore, necessary to maintain it carefully.
- II. **THE NEED FOR REGULAR AND PUNCTUAL RECORDING OF REPORTS IN PERSONAL FILES**

It is essential that all officers write confidential reports in the personal files of their subordinates regularly and punctually. Not only should every official/officer possess a personal file or character roll, but it should be kept up to date and not allowed to remain without remarks for over a period of 12 months, otherwise its utility as confidential record disappears. It must be remembered that the personal file of an official/officer is required to be consulted for various purposes e.g., promotion, punishment, appeal, etc. etc. If it is not carefully maintained, it is robbed of much of its value. Indeed, the very purpose for which it is maintained stands defeated.

The need for observance of punctuality and regularity in the writing of reports is essential for the reasons that :

- (a) delay in writing of reports especially by the officers relinquishing charge of the post is not administratively desirable because by the passage of time, the assessment becomes unrealistic;

- (b) the possibility of the reports being biased on account of delay in writing cannot be ruled out;
 - (c) If a representation against adverse remarks so recorded at later stage comes, the officer concerned will not be in a position to give proper appreciation to the basis of remarks; and
 - (d) the cases involving the consideration of the latest report for deciding several matters such as crossing of efficiency bar, grant of annual increment, etc. have to be kept pending.
- III. MINIMUM PERIOD FOR WHICH A REPORTING OFFICER SHOULD HAVE SEEN THE WORK OF A SUBORDINATE BEFORE RECORDING REMARKS IN HIS REPORT

No reporting officer should record his remarks in the confidential report of an officer/official under him unless he has seen his work and conduct for at least three months. If the officer/official has served under the reporting authority for less than three months, the opinion of the officer under whom he previously served for at least three months should be obtained.

A reporting officer while recording annual remarks may request his predecessor, who has seen the work of the subordinate concerned for a period of more than 3 months to record his remarks but the predecessor officer should submit his remarks direct to the next higher authority who before adding his own remarks will take both sets of remarks; that is, those recorded by the present reporting officer as well as those recorded by his predecessor into consideration.

In the case of a subordinate whose work has been seen by the reporting officer for a period of less than six months in the year (and of course more than 3 months) if there is another officer who has seen the work for more than six months during the same year, the latter must invariably be called upon to record his remarks and submit these direct to the next higher authority before the present superior records his own remarks.

The period of three months referred to above means the period for which the reporting authority has actually seen the work of the officer/official reported upon. Regular leave/casual leave is treated as duty, whereas the period of suspension when a University employee does not attend to his duties, is not to be counted in calculating this period, nor the leave and suspension period of the reporting officer, if any, is to be taken into consideration when it does not see the work of the subordinate.

IV. RECORDING OF REMARKS ON THE OCCASION OF RELINQUISHMENT OF CHARGE BY REPORTING AUTHORITY

A confidential report shall also be written when either the Reporting Officer or the employee reported upon relinquishes charge of the post and, in such a case it shall be written within two months of the relinquishment of his charge of the post.

The reviewing/accepting authorities may also, if he had not done so previously, record remarks on the confidential report of officers/officials subordinate to him within two months of his relinquishing of the charge of the post.

If an officer wishes to record his remarks either on account of his own transfer or because of the transfer of the subordinate in the middle of the year, there is no objection to his doing so and he may be supplied blank forms for the purpose if he asks for these but these remarks should not be taken into consideration for any purpose, whatsoever, except at the end of the year, or any other reporting period prescribed. Such a report will however, be processed in the same manner as other normal report.

V. RECORDING OF REMARKS BY AN OFFICER WHILE UNDER SUSPENSION OR AFTER RETIREMENT

An officer under suspension is not competent to record confidential reports on the work of his previous subordinates.

An officer who retires from university service on superannuation or prematurely/voluntarily may not record/accept the reports after his relinquishing the charge of the post.

VI. FREQUENCY AND PERIOD OF WRITING OF REPORT

All officers are required to write the reports to be recorded by them immediately after 31st March of the reporting year and transmit to the reviewing/accepting authority by the reporting authority by 31st May each year. The reviewing authority and accepting authority shall record their remarks within a period of one month from the date of receipt of the report from reporting authority. All authorities shall indicate the date of recording their remarks on the confidential report.

In case the annual confidential report in respect of any employee is not recorded by the 30th September by the authorities concerned, the report written thereafter shall not be placed on his personal file and only a certificate, duly signed by the competent authority, should be added in personal file of the employee that the work and conduct of the officer/official concerned during the period in question, was satisfactory.

A certificate shall be furnished by all Heads of Departments to the Registrar by 30th September every year certifying that all confidential reports in their departments have been duly recorded and forwarded to Deputy Registrar (Establishment).

Where unreasonable and unjustified delay takes place and policy laid down is infringed, responsibility may be fixed so as to take suitable disciplinary action where warranted. Further adverse notice should be taken of those Reporting Authorities who do not record the reports on time, and superior officers of such reporting authorities may record his lapse in the annual Confidential Reports of such defaulting reporting authorities.

VII. DISCOUNTING OF HEAVILY DELAYED REPORTS

In the event of abnormal delay accruing in isolated cases, it should be possible for the higher authorities to discount, to the extent necessary, such reports as had been written after a lapse of very long period of time and as were attended with suspicious features on one ground or the other. The assessment of the record as a whole of the officer/official concerned would thus not be affected unduly by such a report.

VIII. REPORTS ARE TO BE WRITTEN REALISTICALLY WITHOUT THE ELEMENT OF APPROACH, SIFARISH OR MALAFIDE

The annual confidential reports should be written in a fair, impartial and objective manner. Officers recording confidential reports should realize the value and importance of such reports especially while making adverse remarks affecting the careers of the employees reported upon. While reporting/accepting authorities have the fullest freedom and right to record their opinion about the work and conduct of their subordinates, but in doing so they are to be guided solely by the consideration of merit, justice and consistency. No personal consideration, approach or sifarish of any kind should be allowed to supervene and their conscience alone should be sole guide in the matter.

IX. FORM OF THE REPORT AND WHAT THE REPORT SHOULD CONTAIN

The prescribed forms for writing Annual Confidential Reports and what the report should contain for categories A, B and C officers/officials of employees shall be as per Annexures I, II and III respectively.

X. REPORT REGARDING INTEGRITY

The integrity of the employees, being of greatest importance, needs a special mention in the confidential reports. It should be clearly stated if the officer/official is suspected of corruption or is believed to be corrupt and this opinion should generally be fortified by reasons, which may be in the possession of the reporting officer. Any ill-considered remarks in this respect may do a lot of harm to the officer/official reported upon. The reporting officers should give a definite, frank and honest opinion on the integrity of their subordinates in the column "Defects, if any" or elsewhere. The practice of making non-committal/ill-considered remarks in this regard should be discouraged. Reporting officers should give a definite opinion on the integrity of their subordinates, and avoid remarks like "no complaints."

Further instances have come to the notice in which even though, officers/officials reported upon were proceeded against for serious forms of corruption, their confidential reports for the same periods certified their integrity to be good. The contradictions of this type arise only because reporting officers fail in their duty to make entries in the column relating to integrity forthrightly and without hesitation. In case an officer/official has been given a good report of integrity which is later proved to be wrong, the reporting officer will run the risk of earning authorities displeasure. Ordinarily, the inference would be that either he did not exercise proper supervision or he was in dishonest collusion with his subordinate. The intention is that the truth about subordinates should be known to reporting officers and brought to the notice of higher authorities. This would not, however, justify the entering of ill-considered remarks based on inadequate observation.

XI. PROCEDURE TO BE FOLLOWED WHERE A REPORTING AUTHORITY IS RELATED TO THE OFFICER TO BE REPORTED UPON

When the reporting officer is the first reporting authority, he should be competent to record his remarks, but while doing so, he should clearly mention that he is related to the officer/official reported upon and bring out the exact nature of relationship.

When the reporting officer is the second authority and not the initiating authority to report, he need not write any remark. If, however, he feels that for some reasons he must enter some remarks he should, while doing so, act as indicated in preceding paragraph.

XII. SOLICITING OF REMARKS TO BE DISCOURAGED

The confidential remarks on the work of employees are recorded by the competent authority in the normal course when due. The officers/officials should, therefore on no account, SOLICIT OR APPROACH, out of way, for remarks in their personal files from their superiors.

XIII. COMMUNICATION OF ADVERSE REMARKS

(i) ALL ADVERSE REMARKS ARE TO BE COMMUNICATED

Adverse remarks in all cases are to be communicated so that the employee concerned should get an opportunity to know his defects, if any, which he should consciously endeavour to remedy in the subsequent year.

(ii) GENERAL PRINCIPLES FOR COMMUNICATING ADVERSE REMARKS

For communicating adverse remarks to the employee concerned, following general principles are to be followed:

- (a) (i) When report is built up on the individual opinions as noted of different departmental superiors in gradation, it is only the opinion as accepted by the highest authority which need be considered from the point of communication;
- (ii) Only the adverse remarks recorded or endorsed by the highest authority, reporting upon an officer/official should be communicated. Where, however, an adverse remark has not been specifically denied by a higher authority should be conveyed. It is, however, open to that authority to decide that any adverse remark need not be communicated. Where it is so decided a specific order to this effect should be recorded. The criterion for such a decision should be based as in sub para (c).
- (b) An officer/official should not at any time be kept ignored of reporting officer's opinion where his service is not considered satisfactory; criticism should be communicated promptly and should indicate in suitable language the nature of the defect(s) in question.

- (c) The practice of discriminating between remediable and irreparable defects should be abandoned as far as practicable, except that a certain degree of discretion should be regarded as permissible in communicating reported defects of an irreparable nature. For instance, it might do more harm than good to inform an officer/official year after year that his brain is below average or he is unduly sensitive.
- (d) The reporting officer should specifically state while writing the report whether the defect (s) reported has/have already been brought through any other communication to the notice of the officer/official concerned or not. Any departure from these instructions will be seriously viewed.
- (e) Remarks in cases in which the highest authority or Head of a department or other officer competent to record the report suspends judgement should not be communicated.
- (f)
 - (i) Great attention should be paid to the manner and method of communication in order to ensure that the advice given or the warning or censure administered, whether orally or in writing, shall having regard to the temperament of the officer/official concerned, be most beneficial to him;
 - (ii) The practice of conveying adverse remarks only is rather discouraging and leaves the officer/official guessing as to the general total purport of the report. To avoid anxiety on this account, the officer/official should know briefly (in a sentence or part-sentence) the general total impression of his report. For example, it may be, 'while your work has been assessed as of a good standard of efficiency and competence, it has been pointed that you tend to delay cases'; or though your work is generally assessed as satisfactory during the year, you show a communal tendency which is brought to your notice for correction'; or'

'while you are a hard working officer, you sometimes lose your temper in dealing with the public.' The adverse remarks which have been washed out by the remarks of the superior authority or the highest authority should not be conveyed.

- (g) The words 'No remarks' by the higher/highest authority do not mean that the remarks of first or second reporting authority cease to exist. On the other hand, they mean that the higher/highest authority agrees with the remarks or has no reason to differ from them, whether good or bad, recorded by the lower authority/authorities.
- (h) All competent authorities should make an occasional check of confidential reports entrusted to their custody in order to ensure that adverse remarks have actually been conveyed to the officer/official concerned. At the time of promotion, crossing of efficiency bar, premature retirement etc. no notice can be taken of such adverse remarks as have not been conveyed. Where a competent authority does not convey adverse remarks to the officer/official concerned, the omission will be treated as discriminatory action on its part and due notice should be taken of it. The official/officer responsible for the unjustified delay in communicating the adverse remarks beyond three months shall also be liable to disciplinary action.
- (i) The highest reporting authority should be consulted at the time of communication of any adverse remarks if at the time of writing the report his views were not by any chance recorded therein.
- (j) Except to the extent indicated above, confidential reports are not to be communicated or shown to the officer concerned.

- (k) While communicating the adverse remark(s) to an employee the identity of the superior officer making such remark(s) should not normally be disclosed. If, however in a particular case, it is considered necessary to disclose the identity of the superior officer, the authority dealing with the representation may at his discretion allow the identity to be communicated.

XIV. RESPONSIBILITY TO BE FIXED FOR NON-COMMUNICATION OF THE ADVERSE REMARK(S)

Certain officer/official manage to have adverse remark(s) not conveyed to him in time, so that he can take shelter behind the plea of being not aware of the adverse remark(s) at the time of his promotion, crossing of efficiency bar, premature retirement, etc. In such cases collusion between the official reported upon and certain person(s) working in the office of the authority required to convey the adverse remarks cannot be ruled out. It should, therefore, be ensured that the adverse remark(s) recorded in the annual confidential report of an officer/official is/ are conveyed to him immediately after the report is duly completed. In cases of delay, the responsibility for non- conveyance of adverse remark(s) must be fixed and suitable action taken against the defaulter(s).

XV. REPRESENTATIONS AGAINST ADVERSE REMARKS

- (i) SPIRIT IN WHICH THE ADVERSE REMARKS ARE TO BE TAKEN

There is a strong tendency among officials at all levels not to take adverse remark(s) in the spirit in which this/ these are intended and as a part of the normal incident(s) of a whole career of service but to indulge in all kinds of pressure to get such remark(s) expunged. Such tendency produces ill-effects in regard to the recording of remark(s), without fear or favour, by the reporting officers and such practice must be strictly and firmly discouraged and eliminated to every possible extent. It is often forgotten

that the primary purpose of maintaining a record of annual remarks in regard to an officer's/official's work is to accumulate over a period of years, a varied assessment regarding the performance, character, ability and integrity of the officer/official in discharging the responsibilities entrusted to him. This record is meant to enable the authorities to assess the total worth of an individual officer/official with a view to utilizing him in the best way possible for the public service. Primarily, therefore, the record of an officer/official is a document to be utilized for promotions, postings, transfers, encouragement, caution, etc. This main purpose of the record must, therefore, be borne in mind, namely, that it is an accumulated assessment of an officer's/official's worth to be utilized for official purposes and for public ends and it is only incidentally a means of bringing to the officer's/official's notice defects which he should consciously endeavour to remedy.

(ii) REPRESENTATION IS TO BE ALLOWED IF ADVERSE REMARKS ARE BASED ON PATENT ERROR OF FACT OR ARE MALAFIDE

Ordinarily, department should not enter into any controversy with the officer/official in the matter of adverse remark(s) communicated to him on the basis of his confidential report. Occasionally, however, cases arise where the adverse remark(s) is/are not made bonafide, or is/are based on a patent error of fact and examination of the representation in such a case is, therefore, called for, and it should not be turned down automatically. Where the preliminary examination of the representation does not prima facie establish that the adverse remark(s) is/are malafide or based on a patent error of fact, there should be no hesitation in disposing of the representation on the basis of general policy referred to above. Where, however,

it appears prima facie that the remark(s) is/are not bonafide or that this/these are based on a clear error of fact, the representation should be examined on merits. If as a result, it is found that the adverse remark(s) was/were not justified, after obtaining the orders of the highest administrative authority, a note should be recorded on the confidential report expunging the remarks and the officer/official concerned should be informed of the action taken. The reporting officer may also be informed and suitably warned where malafide intent is indicated. Recourse to expunction of remarks may be had only in cases of exceptional character after observing the procedure laid down above. There may also be border line cases in which there may be some substance in the adverse remark(s) conveyed to the officer/official and also some justification for the representation made by the officer/official against the adverse remark(s). In such cases, the proper course to adopt would be to place the representation on the personal file after obtaining the orders of the highest administrative authority.

(iii) **TIME LIMIT FOR MAKING REPRESENTATION AGAINST THE ADVERSE REMARKS**

A representation for the expunction of adverse remarks, communicated to the employee, can be filed within a period of three months.

The communication of the adverse remarks should in no case be delayed beyond three months of the receipt of the annual confidential report from the reporting/reviewing authority. It has also to be ensured by this prompt communication of adverse remarks, which are to be made within three months of the communication, are settled at the earliest. This will enable the employee concerned to know finally the impact of the adverse remarks so that he has full opportunity to rectify his defects at the earliest.

A representation for the expunction of adverse remark(s) communicated to the employee can be filed within a period of three months from the date of letter communicating adverse remarks to the officer/official concerned. This time limit is to be followed rigidly and that time-barred representations should be rejected. It is dangerous to allow officers to go on putting up representations whenever they think the situation is favourable to them, and post facto attempts to clean up personal files must be resisted.

The officer/official, who wanted to represent against adverse remarks, but could not do so because he was unable to lay hands on the relevant record in order to prepare his representation is required to intimate to the authority conveying the adverse remark(s) that he would be making a detailed representation after examining the relevant record. As far as possible, the detailed representation should also be sent within the prescribed time limit of three months, but where this is not practicable owing to the circumstances beyond an officer's/official's control and the authority dealing with the representation is satisfied about it, the representation may be entertained and dealt with as if it had been received within the prescribed time limit of three months.

(iv) **GUIDELINES FOR DEALING WITH THE REPRESENTATIONS AGAINST ADVERSE REMARKS**

The following guidelines for dealing with the representation against adverse remarks are laid down :-

- (a) The representation against adverse remark(s) communicated to the employee, if made, is required to be disposed of finally within a period of three months from the date of its submission. This time limit is fixed keeping in view the fact that the employee concerned does not remain in suspense as to the fate of his representation.

Delay in deciding such representation also causes repercussion on the cases of promotion, crossing of efficiency bar etc. of the employee concerned.

- (b) The instructions to dispose of the representation against adverse remarks within a period of three months should be observed meticulously. A monthly review of each case may also be made so as to take necessary steps where called for.
- (c) The representation should not contain any slinging and baseless charges. In case any officer/official uses filthy or unparliamentary language in his representation for the expunction of adverse remarks the same will be straight-away rejected and action against him be taken.
- (d) If a representation is made by any officer/official against the remarks communicated to him, such representation should be brought to the notice of highest administrative authority and his order obtained. It would be very undesirable that an officer against whose adverse remark(s) representation is submitted, should himself dispose of such a representation.
- (e) It is also incumbent upon the reporting authority to send his comments within the time prescribed for the purpose to obviate delay in the speedy disposal of representation against adverse remarks.
- (f) Before passing final orders on a representation against adverse remark(s) the comments of the reporting authority/ authorities should invariably be obtained.
- (g) For purposes of rejection and acceptance of representation against adverse remark(s), there should be one authority and it should be the highest administrative authority.
- (h) The representation or explanation against the adverse remark(s) should not be added to the file containing the confidential report.

- (i) If it is felt by the highest administrative authority that the remark(s) should be toned down he should make the necessary entry with proper attestation, at the appropriate place of the report. Past entries should not be corrected.
- (j) In the rare event, if the competent authority coming to the conclusion that a particular adverse remark was inspired by malice or was based on patent error of fact and, therefore, deserve expunction, he should score of such a remark or paste it up or obliterate it otherwise and should state that he has done so and sign at the appropriate place indicating the date.
- (k) Where a patent error of fact(s) or malafide intention behind the remarks is fully established, the adverse remark(s) should be expunged, otherwise not.
- (l) Remarks recorded in the Annual Confidential Reports against which representation has not been filed within the prescribed period or if so filed has been rejected, should not be expunged inspite of the fact that at some later date a succeeding authority has a different view. The succeeding authority or officer may record his own remarks and get the same also placed on the personal file of the employee reported upon where he has a different view in regard to the remarks in the confidential report recorded by a previous officer.

Note: The 'highest administrative authority' means 'the appointing authority' or the authority to whom representation against the punishment of censure lies under the rules of the University whichever is higher. Where adverse remarks have been recorded by the Vice Chancellor or where the appointing authority is Syndicate, the appeal shall lie with the Syndicate.

XVI. NATURE OF DOCUMENTS/COMMUNICATIONS WHICH NEED BE PLACED ON PERSONAL FILES

Apart from the confidential reports on the work and conduct of an officer/official, copies of documents/communications specified below should also be placed on his personal file.

- (i) all orders imposing any of the penalties; prescribed under rule 5 of the Punjab Civil Services (Punishment and Appeal) Rules 1970.
- (ii) All communications conveying adverse remarks.
- (iii) Those letters of appreciation which deal with the outstanding nature of performance of an officer/official on an overall assessment on his work and conduct during the year in the light of the remarks recorded in his confidential report.
- (iv) A copy of the orders granting advance increments.
- (v) The copies/copy of the warning(s) which are/is not the direct outcome of annual confidential report(s) are not to be placed on the personal file without the previous approval of the 'appointing authority'.

NOTE : The term 'personal file' means in this context the collection of periodical or annual confidential reports on the work and conduct of an employee and copies of orders of Punishment and appreciation letters, etc., that may, in accordance with the foregoing instructions form a part of this collection.

XVII. DOCUMENTS WHICH ARE NOT TO BE PLACED ON PERSONAL FILE OF THE OFFICER/OFFICIAL

- (i) Copies of personal letters or certificates issued by superior officers to their subordinates or letters of commendation issued in recognition of any special help that might have been rendered by the officer on a particular occasion, e.g., a local exhibition, visit of a V.I.P., etc.

- (ii) Letters of appreciation issued by various authorities or persons on any major event of work done or special contribution made by the officer towards the implementation of a particular scheme or successful conclusion of special campaign.
- (iii) Enquiry reports of the Vigilance Departments containing unsubstantiated allegation; and
- (iv) A copy of the simple warning unless the procedure prescribed for punishment has been followed.

XVIII. CUSTODY OF PERSONAL FILES AND AUTHORITIES COMPETENT TO CONVEY ADVERSE REMARKS IN CONFIDENTIAL REPORTS

The authorities competent to receive and convey confidential reports and maintain personal files of different categories of employees shall be as follow :

- (i) The personal files of all officers of the rank of Assistant Registrar or equivalent or above—the Registrar.
- (ii) The personal files of officers/officials up to the rank of Superintendent Grade-I or equivalent posts—Deputy Registrar (Estt.)/ Assistant Registrar (Estt.).

PUNJABI UNIVERSITY, PATIALA

Annual Confidential Report on the work and conduct of 'A' CLASS OFFICERS

Year.....

1. Name..... 2. P o s t held.....
 3. Branch/Officer with whom attached.....
 4. Academic Qualifications acquired during the period under ~~pt~~.....
 5. Aspects of Assessment.....
- | | Bad | Average | Good | Very good | Out-standing | Marks obtained |
|---|-----|---------|------|-----------|--------------|----------------|
| (a) Ability to discharge assigned work | 2 | 4 | 6 | 8 | 10 | |
| (b) Knowledge of rules & ordinances and Proficiency to interpret the same | 2 | 4 | 6 | 8 | 10 | |
| (c) Ability to take work from subordinates :
can he motivate them for better results ? | 2 | 4 | 6 | 8 | 10 | |
| can he give effective guidance to this end ? | | | | | | |
| (d) Industry & interest in work. How does he keep himself informed about new developments ? | 2 | 4 | 6 | 8 | 10 | |
| How does he perform different kinds of works. | | | | | | |
| (e) (i) Is he punctual ? | 1 | 2 | 3 | 4 | 5 | |
| (ii) Is he disciplined ? | 1 | 2 | 3 | 4 | 5 | |
| (f) Honesty & integrity | 1 | 2 | 3 | 4 | 5 | |
| (g) Level of initiative & enterprise | 2 | 4 | 6 | 8 | 10 | |
| (h) Attitude towards :- | | | | | | |
| (i) Seniors | 1 | 2 | 3 | 4 | 5 | |
| (ii) Colleagues/Visitors/Students etc. | 1 | 2 | 3 | | | |

- 4 5
- (i) Capacity to improve for better results in work assigned to his subordinates 2 4 6 8 10
- (j) Does he accept additional responsibilities with a smiling face and tries to learn new techniques ? 1 2 3
4 5
- (k) Does he command respect from his subordinates ? 1
2 3 4 5
- (l) How tactfully can he deal with difficult situations arising in the course of his work ? 1 2 3 4
5
- (m) Proficiency in the use of Punjabi language in official work
2 4 6 8 10

Total number of marks secured

6. (I) Over all assessment :

Please tick relevant column 0.30 31-50 51-70 71-85
above 86

(II) Defects if any

(III) Is he fit for promotion ? Yes No

Signature of Reviewing Authority Signature of Reporting

Authority with stamp Authority with stamp

.....

Date Date

Signature of Accepting Authority

With stamp

Authorities for initiating, Reviewing & Accepting the Annual Confidential reports are as under :-

Reporting Officer Reviewing Authority A c c e p t i n g
Authority

Superintendent Gr-I & II Immediate Senior I m m e d i a t e
Senior Officer Immediate Senior Officer

Officer under whom he is working. Of the Reporting Officer
of the Reviewing Officer.

Assistant Registrar Immediate Senior Immediate Senior Officer
Immediate Senior Officer

Officer/Registrar. Of the of the Reviewing
Reporting Officer. Officer.
Deputy Registrar & Finance Officer Immediate Senior -do-
-do-
Finance Officer Officer under whom he is working/Registrar.
Other Officers of Category A -do- -do- -do-
Steno-Typists Officer under whom Officer with whom he
Officer with whom
He is working is attached he is attached
Stenographe Officer under whom he is working Officer
with whom he is attached Officer with whom is attached
Personal Assistant -do- -do- -do-
Clerk/Assistant Superintendent Immediate Senior Officer
Immediate Senior Officer
Gr-I/II (As may be applicable). To the Reporting officer. To the
Reviewing officer.
Other Officers of Officer under whom
Category 'B' he is working. -do- -do-
Official of
Category 'C' -do- -do- -do-
In the case of such officials as are working directly under the head of
the Department/officer in charge, the report shall be initiated,
reviewed and accepted by the Head of the Department/Officer
in charge, leave Academic Affairs & Vice-Chancellor
respectively.

PUNJABI UNIVERSITY, PATIALA

Annual Confidential Report regarding the work and Conduct of
Officers/Officials of Category 'B'

Year.....

1. Name..... 1. (a) Father's
name.....
2. Post held.....2. (a) Date of
joining the Department/
Branch.....
3. Branch/Officer with whom

	attached.....				
4.	Academic qualifications acquired during the year under review.....				
5.	Knowledge & Efficiency in work.	Bad	Average	Good	
	Very Good Out-standing	Marks Obtained			
	Industry & devotion.	2	4	6	8 10
	Capacity to discharge the work assigned.	3	6	9	
		12	15		
	Does the official maintain the office record/Machines/equipment duly & uses it properly ?	2	4	6	8 10
	Is the official well-conversant with rules and ordinances ? Does he keep himself informed of the amendments made from time to time in rules & ordinances ?	2	4	6	
	Does he properly attend to the incoming & outgoing Dak ?	2	4	6	8 10
	Standard of writing & keeping the record clean.	1	2	3	4 5
	Proficiency in the use of Punjabi language in Official work.	2	4	6	8 10
6.	Trust worthiness & credibility				
	How does the employee receive the instructions and how far does he bring those in practice ?	1	2	3	4 5
	How much Supervision does he require in the discharge of his duties ?	1	2	3	4 5
	Note : An employee requiring minimum of Supervision shall be entitled to higher marks.				
	Punctuality & Discription	1	2	3	4 5
	Honesty & Integrity	1	2	3	4 5
7.	General attitude & Personal traits.				
(a)	Attitude during office work and after that	1	2	3	4 5

- (b) Manner of disposing off visitors/Enquiries. 1 2
 3 4 5
- © Does the employee accept additional responsibilities with a smiling face and has he interest in learning new methods ?
 1 2 3 4 5
- (d) Personality. Preservation, Behaviour etc. 1 2
 3 4 5
8. Additional standards in respect of performances of Assistants.
- (a) Does the official show initiative in Planning work of his section & take initiative in its disposal ?
 3 6 9 12 15
- (b) How far can the employee get co-operation of his subordinates ?
 ? 3 6 9 12 15
- © Can the employee be entrusted with confidential work ?1
 2 3 4 5
- (d) Brevity & Clarity in dealing with the cases 3 6
 9 12 15
- Total (Column 5-8)
9. Over-all assessment (Please tick the relevant column) 0-30
 31-50 51-70 71-85 above 86

Clerk/Assistant

Defects if any

Is the official fit for promotion Yes No

Signature of the Signature of the reporting

Reviewing Officer officer(with stamp)

(with stamp)

Date.....

Date.....

Signature of the

Accepting officer

(with stamp)

Note : In case a column is not required to be used in respect of certain official of any category the words "Not applicable" may be written in that column distinctly and maximum number of marks reserved for that column be subtracted from the

maximum/total marks reserved for over all assessment and percentage of marks for every column be struck on the basis of rest of the maximum marks.

Authorities for initiating, reviewing & Accepting the Annual Confidential reports as under :-

Reporting Officer	Reviewing Authority	A c c e p t i n g Authority	
Superintendent	Immediate Senior Immediate	Immediate	
Gr. I & II	Officer under whom he is working.	Senior Officer Senior Officer	
	Of the Reporting of the Reviewing Officer.	Officer.	
Assistant Registrar	Immediate Senior Officer/Registrar.	-do-	-do-
Deputy Registrar & Finance Officer	Immediate Senior Officer/Registrar	do-	-do-
	Under whom He is working.		
Other Officer of Category 'A'	-do-	-do-	-do-
Steno-typists	Officer under whom Officer with He is working.	Officer with whom He is attached.	Officer with whom Whom attached.
Stenographer	-do-	-do-	-do-
Personal Assistant	-do-	-do-	-do-
Clerk/Assistant Gr I & II (As may be Applicable)	Superintendent Senior Officer	Immediate Senior Officer to the	Immediate Senior Officer to the
	Reviewing Officer.		

Other officer of Category 'B' Officer under whom he is working immediate Senior Officer to the Officer to the

- (a) Industry & Devotion 2 4 6 8 10
 (b) Capacity to discharge the work assigned 2 4 6
 8 10
 © Punctuality & Discipline 2 4 6 8 10
 (d) Ability 1 2 3 4 5
 (e) Honesty & Integrity 1 2 3 4 5
 (f) Attitude towards colleagues 1 2 3 4 5

- (g) Personal traits
 (Personality, Presentation, behaviour etc.) 1 2 3
 4 5

Total Marks (Serial No. 6)

7. For Daftries/Book Binders/record lifters etc.

- (a) Capacity to maintain Machines 3 6 9
 12 15
 (b) Acquaintance with job requirements 2 4 6
 8 10

Total Marks (Serial 6& 7)

8. Overall assessment (Please tick the relevant Column)

- (a) Peon 0-15 16-25 26-35 36-42 above 43
 (b) Daftri etc. 0-23 24-37 38-53 54-64 above 65
 © Defects, if any
 (d) Is the employee fit for Promotion ? Yes No

Signature of the Signature of the
 Reviewing officer (with stamp) Reviewing officer (with
 stamp)

Signature of the
 Reviewing officer (with stamp)

Note : In case a column is not required to be used in respect of certain official of any category the words "Not applicable" may be written in that column distinctly and maximum Number of marks reserved for that column be subtracted from the maximum/total marks reserved for over all assessment and

percentage of marks for every column be struck on the basis of rest of the maximum marks.

Authorities for initiating, Reviewing & Accepting the annual Confidential Reports are as under :-

Reporting Officer	Reviewing Authority	A c c e p t i n g Authority	
Superintendent Gr. I & II	Immediate Senior Officer	I m m e d i a t e Senior Immediate Senior	
Under whom he is working		Officer of the Reporting Officer	Officer of the Reviewing Officer.
Assistant Registrar	Immediate Senior Officer/Registrar	-do-	-do-
Deputy Registrar & Finance Officer	Officer Registrar	under Whom he is working -do- -do-	
Other Officer of Category 'A'	-do-	-do-	-do-
Steno-typists	Officer under whom he is working	Officer with whom he is attached	he is attached.
Stenographer	-do-	-do-	-do-
Personal Assistant	-do-	-do-	-do-
Clerk/Assistant	Superintendent Gr. I/II	Immediate senior Immediate Senior	
(As may be applicable)		Officer of the reporting Officer	Officer of the Reviewing Officer.

Other officer of Category 'B' he is working Officer under whom he is working immediate Senior Immediate Senior Officer to the Reporting Officer. Officer to the Reviewing Officer.

Official of Category 'C' -do- -do- -do-

Note : (i) Reports of such of the officers/officials of above

categories as are working in teaching Departments/Institutions and other officer shall be recorded by the Head of the Department/Branch/Institution/Officer concerned.

- (ii) In the case of such officials as are working directly under the Head of the Department/officer in charge the report shall be initiated, reviewed and accepted by the Head of the Department/Officer incharge, Dean Academic Affairs & Vice-Chancellor respectively.
- (iii) In a case not falling in any of the above categories, the decision shall rest with the Vice-Chancellor.

CHAPTER-XVIII
RULES RELATING TO THE WORKING OF
CONSTRUCTION AND MAINTENANCE WING,
PUNJABI UNIVERSITY, PATIALA

These rules will be called 'The Construction and Maintenance Works Rules'.

1. **Definitions**

In these rules, the following terms and conditions, unless expressed to the contrary shall have the meaning assigned to them as hereunder :

- (i) 'Advance payment' means a payment made on a running account to a contractor for the work done by him but not measured.
- (ii) 'On account payment' means a payment made on a running account to a contractor in respect of the work done or supplies made by him and duly measured.
- (iii) 'Administrative approval' denotes formal acceptance and is, in fact, an order of the competent authority to the Executive Engineer of the University to execute a certain work at a stated sum based on rough cost estimates with preliminary plans prepared by him.
- (iv) 'Contract work' is in the form of a written agreement and contains a stipulation as to the quantity and rates of items of work to be done and the time within which it is to be completed. It is generally for completed items of work, i.e. both for material and labour.

- (v) 'Final payment' means the last payment on a running account made to a contractor on the completion or determination of his contract and in full settlement of the account.
- (vi) 'Hand receipt' is a simple form of voucher intended to be used for miscellaneous payments and advances.
- (vii) 'Issue rate' means the cost per unit of an article borne on the stock account of the construction department for calculating the amount creditable to the sub-head concerned of the stock account by charge to the account or service concerned on the article being issued.

Note: The issue rate includes carriage and other incidental charges incurred on acquisition, but does not include storage charges. It shall not be in excess of the market rate.

- (viii) 'Market rate' when used in respect of an article borne on the stock account of the Construction Department, means the cost per unit at which the article or an article of similar description can be procured, at a given time at the stores godown from the public market.
- (ix) 'Piece work' is an agreement in the form of work order (and not a contract) which contains only a specification of the work and rates to be paid for it without specifying 'quantity' or the 'time limit' within which it is to be executed.
- (x) 'Storage charges' means the percentage rate levied on all issues of stock to cover expenditure incurred, after acquisition of stores, on work-charged establishment employed on keeping initial accounts, custody of stock and maintenance of stores, godown or yards etc.
- (xi) 'Supervision charges' means the charges levied, in addition to book value and storage, charges in respect of stock materials sold to public or other departments.
- (xii) 'Secured advance' means an advance made, on the security of materials brought to site of work, by a contractor whose contract is for completed items of work (i.e. for both labour and material).

- (xiii) 'Technical sanction' is an order of the competent authority sanctioning a properly detailed estimate of cost of a work of construction or repair, proposed to be carried out by the Construction Department. It shall not ordinarily exceed the administrative approval by more than 5%.
- (xiv) 'Work contingencies' indicates the incidental expenses of miscellaneous character which cannot be classified appropriately under any distinct sub-head of work in the estimate, yet pertain to the work as a whole.

2. **Administration**

Administration of the maintenance and construction of the University property will be under the immediate charge of Executive Engineer, who will be responsible to the Vice-Chancellor through the Registrar for its efficient working. He will be assisted by S.D.Os and other technical and non-technical staff in the discharge of his duties.

3. **General Rules**

No work shall be commenced or liability incurred in connection with it until:

- (i) Administrative approval has been obtained from the Vice-Chancellor.
- (ii) Sanction, either special or general, of the Vice-Chancellor has been obtained authorising the incurring of the expenditure.
- (iii) A properly detailed design and estimate has been prepared.
- (iv) Funds to cover the charges during the year have been provided by the competent authority.
- (v) If in any case, on ground of emergency, the Executive Engineer is required to carry out a work or incur a liability, which involves infringement of these rules, the requisition from such authority shall be obtained in writing. On receipt of such a requisition, or on his own responsibility, the Executive Engineer may proceed to carry out the necessary work. The action shall be later on got regularised through approval of the competent authority.

4. Powers to Sanction Estimates

4.1. Administrative approval

- (a) For annual repairs and maintenance of the buildings, roads, landscaping, machinery and tools and plants of the University, the rough cost/detailed estimate shall be sanctioned by the Vice-Chancellor, but the expenditure shall be restricted up to availability of funds during the financial year.
- (b) For works other than those listed above, the administrative approval shall be accorded by the Vice-Chancellor. Such approval shall be obtained by the Executive Engineer through Registrar and conveyed to Accounts Branch.

4.2 Technical Sanction

- (a) For the annual repair and maintenance of buildings, roads, landscaping, machinery and tools and plants, the rough cost/detailed estimates shall be prepared and technically sanctioned by the Executive Engineer. Different materials required for maintenance shall be purchased by the Executive Engineer as per routine/priority requirements, following the prescribed procedure.

Note: In case of less than 3 valid quotations prior approval of the Vice-Chancellor shall be obtained.

- (b) For additions, alterations, special repairs and new works amounting to Rs 2,50,000/- the estimates (rough cost/detailed) shall be technically sanctioned by the Executive Engineer. For estimates beyond Rs. 2,50,000, the same shall be approved by the Technical Advisor for the construction wing of the University.

Note: The detailed estimates shall be revised if the excess over the original estimates is more than 10%.

5. **The Allotment of Works/Supplies**

5.1. The authority granted for a sanction to an estimate must on all occasions be looked upon as strictly limited by the precise objects for which the estimate was intended to provide. Accordingly any anticipated or actual savings on a sanctioned estimate for a definite work shall not, without special authority, be applied to carry out additional works not contemplated in the original, estimate or fairly contingent on its actual execution.

Any subsequent development of a work thought necessary while the work is in progress, which is not fairly contingent on the work executed as first sanctioned, shall be covered by a supplementary estimate.

5.2. The works and supplies not exceeding Rs. 2,50,000/- and Rs. 50,000/- respectively in cost shall be allotted to the lowest quotationer/tenderer after calling competitive quotations/tenders by the executive engineer. In case the work is to be allotted and supply is to be made from a party other than the lowest contractor/supplier, the sanction of the Vice-Chancellor shall be obtained by the executive engineer before the allotment of work/effecting the purchase. In case of emergent works where quotations are not possible, the executive engineer shall be empowered to issue work orders up to Rs. 5000/-, (each time) without calling the quotations.

Note: In case of less than 3 valid quotations/tenders prior approval of the Vice-Chancellor shall be obtained.

5.3. For works and supplies exceeding Rs. 2,50,000/- and 50,000/- respectively, the quotations/tenders shall be called by the executive engineer which will be processed in his office and comparative statement drawn. The comparative statement in detail will be put up to the tender allotment committee (both the works and purchases) constituted by the Vice-Chancellor comprising of the following members:

- (a) An officer each, not below the rank of superintending engineer of the State PWD (B & R) by name (for civil and electrical works)
- (b) An outstanding engineer, serving or retired by name;
- (c) Registrar of the University;
- (d) Executive Engineer (Convener);
- (e) Finance Officer of the University.

Note: In case of less than three valid quotations, prior approval of the Vice-Chancellor shall be obtained.

The tenure of the committee shall be from year to year. Honorarium to the outside technical members shall be determined by the Vice-Chancellor.

The Executive Engineer shall place the proposals before the Committee. The Committee shall make specific recommendations regarding the allotment of work/supplies to the Vice-Chancellor. In case the Committee recommends a tender other than the lowest, it will record reasons therefor. The recommendations of the Committee will be put up by the Executive Engineer to the Vice-Chancellor for approval, whose decision shall be final.

Note: (i) In case purchases are made on DGS & D rates or on the rates approved by C.O.S. Punjab or from a Proprietary concern or from any corporation (Central or State) or from a Government Emporium (Central or State) or from Khadi Gram Udyog or from State PWD/ Autonomous Body or from authorised dealers of firms/manufacturers at the rates fixed by their principals, etc., the requirements of calling tenders/quotations shall be dispensed with.

(ii) In case of less than three valid quotations, prior approval of the Vice-Chancellor shall be obtained.

5.4. *Spot Purchase Committee*

In case of purchases, where no response is received after calling of quotations/tenders or when materials are required urgently and it is considered necessary that calling of quotations/tenders will only delay the works, Spot Purchase Committee/spot Quotation Collection Committee duly constituted by the Vice-Chancellor shall make purchases/collect quotations from the market/suppliers and make immediate purchases at competitive rates.

5.5. *Committee*

- (i) For purchases up to Rs. 20,000/-
 - (1) Executive Engineer or S.D.O. as his representative;
 - (2) Sub-Divisional Officer (concerned);
 - (3) Representative of the Registrar.

The Committee shall be constituted by the Vice-Chancellor and approval of the spot quotations would rest with the Executive Engineer.

- (ii) For Purchases exceeding Rs. 20,000/-
 - (1) Executive Engineer;
 - (2) Sub-Divisional Officer (Concerned);
 - (3) Registrar or his representative, not below the rank of the Deputy Registrar.

The Committee shall be constituted by the Vice-Chancellor.

In case of spot collection of quotations, the quotations shall be signed by members and proceedings recorded. The quotations shall be processed in the office of the Executive Engineer and the case shall be put up to the Tender Allotment Committee (both for works & purchases), in the case of regular purchase after calling quotations/tenders.

Note: The Vice-Chancellor may increase/decrease the members of the Committee or may change composition thereof.

6. **Schedule of Rates:**

The works shall be got executed on the rates as given in the Common Schedule of Rates (Vol.I, II, III and IV) of PWD (B&R) Punjab and at the prevailing ceiling zonal premium in the PWD (B&R) Punjab from time to time. Works of special nature shall be got executed on item rate basis. The Executive Engineer shall be competent to get works done by engaging labour through Muster rolls/Work Orders/Contracts at full ceiling zonal premium prevalent at that time on the respective common schedule of rates. The Vice-Chancellor on specific recommendations of T. W. P. C. can allow work at rates higher than prevailing C.2.P at the time of allotment.

7. **Estimates For Works**

- (i) Provision shall be made in the estimate for all incidental expenditure which could be foreseen. In addition, a provision shall be made to cover the cost of petty work-charged staff and contingencies which cannot be foreseen up to 3% of the estimated cost of the work.
- (ii) The detailed estimates shall be prepared in the Construction Office on the basis of the plans and details received from the approved Architect/Consultant.
- (iii) The detailed estimates shall be comprehensively drawn up under specific heads. Necessity and urgency of work, as well as expected time of its completion etc. shall invariably be included in the report.
- (iv) Changes during the execution of work shall be made by Executive Engineer, as considered necessary, on change of design by the Architect or if it is necessary for structural or economy reasons. It shall not be necessary to revise any detailed estimate unless the total expenditure exceeds the original estimate by 5%. Excess beyond 5% over the detailed estimate shall be regularised with the approval of the Vice-Chancellor on the basis of a revised estimate.

- (v) All sanctioned estimates shall be noted by the Accounts Branch and the Construction Office in the register of works. Reference to the serial page and number of the estimates register (on which the estimate has been noted) shall be entered on the estimate for cross reference.
8. **Manner of Execution of Work**
All works, except those to be executed departmentally, shall be entrusted to a contractor on contract basis after inviting quotations/tenders.
9. **Notice Inviting Tenders**
Notice inviting tenders, which is an important document, forming as it does the basis of contract/agreement shall be most carefully drawn up by the Head Draftsman and Superintendent of the office of the Executive Engineer on the basis of the sanctioned estimate and checked by the Sub-Divisional Officer and Executive Engineer personally. It shall be precise, complete and as per PWD schedule of rates and PWD specifications. Normally tenders accompanied by earnest money shall be called for the execution of all works and repair intended to be given on contract. Before inviting tenders the following contract documents shall be prepared so that there may be no ambiguity which might subsequently give rise to complications or go to the extent of vitiating the contract:
- (i) A complete set of drawings showing the general details of the proposed work.
 - (ii) A complete specification of the work, unless reference can be made to the relevant para in the Punjab PWD, specification book, shall be noted against each item in the schedule of quantities in the tender calling notice.
 - (iii) A list of materials to be issued by the department giving the rates and place of issue.
 - (iv) If possible, a schedule of quantities.
 - (v) Rates of items of work.
 - (vi) A set of conditions of contract.

In fact all conditions and specifications, which subsequently have to find a place in the contract/agreement shall be clearly brought out in the notice inviting tender.

Authority shall always be reserved to reject any or all the tenders received without assigning reasons and shall be expressly stated in advertisement or in the copy of notice issued to the registered contractors of the University and also, if necessary, to the firms of repute.

Note: List of approved contractors shall be maintained for each class of work in the office of Executive Engineer. The Executive Engineer shall be competent to call tenders through the Press and sanction the expenditure chargeable to the contingencies of the respective work or the office contingencies.

10. Calling of Quotations and Tenders

- 10.1. No work order shall be necessary for a work likely to result in payment less than Rs. 1000/-. In such case, it is not necessary to call quotations.
- 10.2. For works above Rs.1000/- but less than Rs. 10,000/- 7 days notice shall be given. In exceptional and extremely urgent cases, the prior sanction of the Vice-Chancellor shall be obtained to carry out a work/purchase materials without calling quotations for works exceeding Rs. 1000/- but not exceeding Rs. 10,000/-
- 10.3. For works exceeding Rs. 10,000/- but not exceeding Rs. 50,000/-, limited enquiry shall be issued giving 10 days clear notice to the approved contractors/firms but no advertisement shall be required.
- 10.4. For works above Rs. 1,00,000/- advertisement shall be sent through the press giving 2 to 3 weeks clear notice.

11. **Receipt and Opening of Tenders**

- (i) The intending contractor or his agent is required to deliver his tender in person to the Executive Engineer or his office Superintendent or send it by registered post, so as to reach his office before or at the time and place notified in the notice. All tenders shall be opened by the Executive Engineer on the date, time and place indicated in the tender notice in the presence of the office superintendent and one of his Sub-Divisional Officers and such of the intending contractors or their agents who may choose to be present for the purpose.

The earnest money may take the form of a University Cashier's cash receipt or banker's deposit at call receipt. In the interest of better competition, Executive Engineer may allow such contractors as are already working in Construction Office and who have deposited a security on other works to submit tenders without earnest money; provided it is deposited before the actual allotment of work.

- (ii) The earnest money to accompany a tender/quotation shall be 2% of the estimated cost, subject to a maximum of Rs. 50,000/-
- (iii) All tenders received shall be initialed by the Executive Engineer, Office Superintendent and S.D.O. and a comparative statement of tenders received, prepared and signed by the Head Draftsman, the S.D.O. and the Executive Engineer. These tenders shall immediately be entered in the tender register in the presence of the Executive Engineer and signed by him.
- (iv) The contractor shall invariably date and initial corrections in the schedule of quantities, schedule of materials to be issued and specifications and other essential parts of tender documents before submission.
- (v) An ambiguous tender shall be liable to rejection.

- (vi) Normally no conditional tender shall be accepted and it shall be rejected outright. However, where the conditions mentioned in the tender have no financial implications or where the tender remains the lowest even after accounting for the financial implications of the conditions, the tender may not be rejected but may be considered on merits.
 - (vii) The Executive Engineer shall pass necessary orders, if he is competent to accept the tender or make his recommendations to the competent authority; provided that if the lowest tender is not accepted or recommended for acceptance, the reasons for doing so shall be recorded.
 - (viii) When the tender is not accepted, the earnest money or deposit at call receipt, as the case may be, shall be refunded or returned and the acknowledgement obtained. The earnest money deposited by the successful tenderer shall become part of the security deposit and as such shall be dealt with accordingly.
12. **Security For Works**
- 12.1. There shall be two methods of collecting the security deposit under the terms of contract agreement:
 - (a) In a lumpsum.
 - (b) In instalments.
 - 12.2. The security deposit, whether in lumpsum or by instalments, shall normally be at the rate of 5% of the estimated cost of work or the bills paid.
 - 12.3. The competent authority can allow refund/release of the security deposit against bank guarantee.
13. **Agreements**
- (i) As soon as a tender is accepted, the contractor shall within 10 days make good the deficiency of the security deposit to be deposited under the notice of the tender before an agreement is entered into. The agreement shall be executed on a stamp paper in proper form which shall be carefully prepared. All pages shall be numbered and all corrections attested by the executants and witnesses. No abbreviations shall be used and the form approved by the University shall be used for the agreement.

- (ii) Every page of agreement shall be signed at its bottom by the executants. Interlineations, blanks, interpolations, corrections, alterations and erasers shall be avoided but when considered absolutely necessary, they shall invariably be made in ink and attested by the executants. Attestations of every sort shall be so made as to leave the original words legible.
- (iii) All references to specified sums of money, terms of years and so on shall invariably be expressed both in words and in figures.
- (iv) In framing an agreement, the two main objects to be achieved are:
 - (a) Nothing material must be omitted;
 - (b) All that is expressed must be unequivocally worded beyond any possibility of ambiguity and convey clearly what is desired to be conveyed. In laying down specifications, generalities must be avoided.
- (v) The 'Fair Wage Clause' shall invariably be inserted in the agreement.
- (vi) Delays in the execution or renewal of agreements are most objectionable and sometime result in loss to the University. As far as possible, they shall be executed whether by way of renewal or otherwise, as the case may be, prior to the dates from which they come into force.
- (vii) The penalty to be imposed for delay in execution or defective work shall be mentioned. Where the work is not completed within the stipulated period, compensation shall be levied on the Contractor unless the circumstances in the opinion of Executive Engineer are beyond the control of the contractor. Where the contractor is found negligent and the work and progress in the opinion of the Executive Engineer is unsatisfactory, compensation can be levied even before the expiry of the entire contractual time.

14. **Extension of Time Limit**
The Executive Engineer shall be competent to allow extension in time limit after considering the reasons given by a contractor provided the application is submitted by him before the expiry of the time limit. In case the application is received after the expiry of time limit, approval of the Vice-Chancellor shall be taken to grant extension.
15. **Custody of Completed Documents**
Four copies of agreements shall be prepared and distributed as under:
(1) Original with the Executive Engineer,
(2) One attested copy with the Contractor,
(3) One attested copy with the Sub-Divisional Officer,
(4) One attested copy with the Accounts Branch.
All tenders or quotations received shall be entered in the register of tenders.
16. **Completion Certificate**
After the contractor has submitted a completion report and the work has been measured and inspected, completion certificate in the prescribed form shall be prepared and signed by the Executive Engineer.
17. **Refund of Security for Work**
The security received or deducted from the contractor's bill shall be refunded after three months of the final measurements of work on obtaining a certificate from the Sub-Divisional Officer by the Executive Engineer that no defects have appeared in the work necessitating its forfeiture in whole or in part.
18. **Measurement Books**
(i) The measurement book is an initial record of great importance.
(ii) All entries in the measurement book shall invariably be made in ink. When this is not possible and entries have been made in pencil, the pencil entries shall not be inked over but left untouched. The entries in the contents or area columns shall, however, be made in ink in the first instance.

- (iii) Payments for all works done, otherwise by daily labour, or on lump sum contract and for all supplies, shall be made on the basis of measurements recorded in the measurement books.
- (iv) Measurement shall be recorded at site of work and shall not be copied from some other record.
- (v) In addition to the detailed instructions printed on the measurement book itself, the following points shall, however, be borne in mind while dealing with measurement books:
 - (a) The Sub-Divisional Officer/Executive Engineer shall never sign a bill without referring to the measurement book and seeing that the measurement entries are duly crossed off by drawing in red ink one diagonal line across each page of measurement book. The number and date of voucher shall be quoted against the item by the Accounts Branch of Executive Engineer when the bill is passed. They shall not sign in full or permit any contractor to do so on duplicate copies of bills even though duly headed "duplicate".
 - (b) It shall be seen that the date of measurement and the name of contractor is entered at the top of all measurements and that no blank spaces are left in measurement books.
 - (c) All the books shall be numbered in seriatum and a register of these shall be maintained, showing the serial number of each book, the names of Officer/official to whom issued, the date of issue and the date of return, so that their eventual return to the Construction Office may be watched.

- (d) All bills will be entered in the measurement books by the Sectional Officer. Sub-Divisional Officer while giving check and bill order in the measurement book shall see that the work has actually been done at site according to the measurements entered in the measurement book. He will check 35% of the measurements for all items of work and 100% measurements of hidden work items. No final bill shall be paid unless the Sub-Divisional Officer has checked 100% of all the measurements and the Executive Engineer has also seen the site and personally satisfied himself about the correctness of the bill. If any mistake is found while checking the measurements of the Overseer, the Sub-Divisional Officer shall correct the same and initial the correction made, with date. If the difference is below 2% or Rs. 100/-, whichever is less, the payment shall be made, as per corrections made by the Sub-Divisional Officer, on the basis of correct measurements and no action be taken against the Overseer. However, if the difference in measurements is more than specified above, such action against the officials concerned be taken by the Executive Engineer as is deemed necessary.
- (e) Measurements for excavation in foundations and supplies on road side shall be checked by the Sub-Divisional Officer before concreting the foundations or using the road side material.
- (f) All measurement books shall be submitted to the Construction Office by the Sub-Divisional Officers from time to time so that at least once in six months, the entries recorded in each book may be checked to see that payments of all bills have been made and that reference to payment has been filled in.

- (g) The Executive Engineer will exercise token test check of measurements recorded by the S.D.O./S.O.
- (h) All completed measurement books shall be recorded in the Construction Office and shall not be destroyed till the expiry of the prescribed period for their preservation i.e. 15 years.

19. **Standard Measurement Books**

- (i) Measurement books may not be used in cases where the maintenance of standard measurement books of building has been authorized for facility of preparing estimates. These books shall also be utilized for the purposes of preparing contractor's bills for annual repairs.
- (ii) The standard measurement books thus maintained shall be numbered in alphabetical series so as to be readily distinguishable from ordinary measurement books.
- (iii) In view of the fact that these books will form the basis of both the annual repair estimates and contractor's bill for work done, they shall be written up either by the Sub-Divisional Officer or the Overseer. This shall be brought up to date under the supervision of the Sub-Divisional Officer with reference to any additions and alterations which may be carried out.
- (iv) When payment is based on standard measurements, the following certificate shall invariably be recorded on the bill in his own handwriting by the Sub-Divisional Officer preparing, examining or verifying it:
"Certified that the whole of the work billed for herein has been actually done and that no portion thereof has been previously billed for in any shape."

20. **Muster Rolls**

- (i) The muster roll, as its name denotes, is a nominal roll or list of labourers employed departmentally on each date on a work and shall be kept in the prescribed form. It is an initial record of labour employed and must be written up daily by the subordinate deputed for the purpose. When the Muster Roll is not maintained by a Sectional Officer he shall physically check the labour occasionally. The S.D.O. shall also inspect the work without previous notice once or twice a week and check the attendance.
- (ii) The labour employed on daily wages shall be sanctioned by the Executive Engineer at rates not in excess of the rates sanctioned for similar class of employees on regular basis and where no such posts exist, at rates of C.S.R. and sanctioned zonal premium of PWD (B & R) or the minimum rates fixed by the Deputy Commissioner. The Muster Roll shall be submitted weekly or monthly, as may be considered necessary, for payment out of the permanent advance or by drawing regular bills.
- (iii) Muster Roll shall never be prepared in duplicate. It shall be permissible to have one or more Muster Rolls for the same work.
- (iv) The attendance and absence of labourers and the fine, if any levied, shall be recorded daily in Part-I of the Muster Roll in such a way as to facilitate the correct calculations of the net wages of each labourer for the period of payment.
- (v) Every third Muster Roll or first or final Muster Roll, whichever is earlier, shall be a measured roll and consumption statement for it shall be prepared by the Sectional officer concerned, verified by the S.D.O. and approved by the Executive Engineer. All other rolls shall be unmeasured and their expenditure/progress shall be accounted for in the next measured roll.

- (vi) In case of works un-susceptible to measurement or which are not covered under the C.S.R. rates and specifications, certificate to the effect that the work is un-susceptible to measurement or the item is not covered in the normal rates in the C.S.R., shall be given by the Sectional Officer to be approved by the Sub-Divisional Officer.
- (vii) The Sub-Divisional Officer shall make the payment in the presence of Sectional Officer concerned and they will record a certificate on the Muster Roll 'that the payment has been made to the actual persons in their presence.' If any item remains unpaid, the details thereof shall be recorded in the arrear register and payment of arrear made from that register as and when necessary.

Note: 1. When making payment of arrear, suitable note of payment shall also be recorded against the original entries in the register of unclaimed daily wages in such a manner as to guard against second payment.

2. The Road Inspector is authorised to make entries of measurement in that Muster Roll.

21. Work Charged Establishment

- (i) In order to keep a record of attendance of work-charged staff, who are paid on acquittance rolls and whose consolidated rates of pay are sanctioned by competent authority, viz. road coolies, mates, beldars, malies etc. a register shall be used. On the completion of the month, the names of the employees and the days for which they have worked (including the days they have been on casual leave) shall be transcribed from the attendance register on to an acquittance roll and submitted to the Construction Office for payment.

- (ii) The grades of work-charged establishment shall be determined by the University and shall not exceed those in the state P.W.D. The Executive Engineer shall be competent to engage labourers under work-charged establishment and to sanction initial pay in the pay scales subject to a maximum of the pay scales, up to Rs. 800/-, chargeable, to works expenditure/contingencies. In cases of fresh appointments the Executive Engineer will seek prior sanction of Registrar/Vice-Chancellor.
- (iii) Leave etc. allowable to work-charged establishment shall be sanctioned by the Executive Engineer according to the rules framed by the University in this regard.
- (iv) Journeys of staff in the Construction Office will be authorised by the Executive Engineer. The travelling allowance in such cases shall be governed by the Travelling Allowance Rules of the University.

22. Instructions for preparation of Bills of Contractors and Suppliers

Payment to contractors and suppliers for work done or material supplied shall be made on the following basis:

- (i) Bills shall be prepared on the basis of entries in the measurement book. Full rates, as per agreement etc., shall be allowed only if the quantity of work done is up to the stipulated specification.
- (ii) Before signing the bill, the Sub-Divisional Officer shall:
 - (a) Compare the quantities in the bill with those shown in the measurement book;
 - (b) See that rates are correctly entered and calculations checked; and
 - (c) Compare it with the previous bill, if it is on the running account.

- (iii) When a bill is prepared, the relevant entries in the measurement book shall be scored out by a diagonal red ink line, and where payment is made in the Accounts Branch and endorsement shall be made on the abstract of measurements in the measurement book giving reference to voucher number and date to serve as a check against double payment.
23. **Payment to Contractors**
- (i) Whenever necessary and considered appropriate, mobilisation advance as detailed below can be allowed by the Vice-Chancellor to a contractor for starting the work on the recommendation of the Tender Allotment Committee (both for works and purchases) against proper bank guarantee (cash-at-the counter) at the interest rate prevailing at that time in the nationalized Banks. The same shall be recovered from the running bills together with interest on pro-rata basis i.e., in proportion to the gross amount of each bill. The whole of the mobilisation advance alongwith interest shall be recovered from the contractor before the payment of pre-final bill.
 - (a) For works upto Rs. 10 lacs.
No mobilisation advance will be allowed.
 - (b) For works above Rs. 10 lacs and upto Rs: 30 lacs.
Mobilisation advance @ 5% of the tendered cost of the work may be given to the contractor subject to the condition noted above.
 - (c) For works above Rs. 30 lacs.
Mobilisation advance @ 10% of the tendered cost of the work may be given to the contractor subject to the condition noted above.
 - (ii) No other payment shall be made to a contractor in respect of any work unless the same has been measured and accounted for in the measurement book. Final payment shall be authorised after the work has been completed to the satisfaction of the Executive Engineer.

- (iii) Running payments shall not be made to a contractor unless the work is estimated to cost more than Rs. 1,000/-
- (iv) To avoid hardship to a contractor, payment of first two bills (gross amount not exceeding 1/3rd of the estimated cost) shall be made on the basis of notice inviting tenders, but the agreement shall be ready before the third running bill or the final bill, whichever is earlier, is paid. In case of work order, no payment shall be made unless the work order is executed.
- (v) Normally work will be started after obtaining technical sanction. However, in emergent cases, in view of para 2.89 of P.W.D. Code, payments will be admitted in audit provisionally up to 40% of the estimate in case where the technical sanction is to be accorded by the Executive Engineer, up to 50% of the estimate in cases where the technical sanction is to be accorded by the Technical Advisor. Provisional Payments up to 75% of the estimate will be accepted in audit with the approval of the Vice-Chancellor. No final payment will be admitted without technical sanction.
- (vi) Payment shall be made to a contractor on the basis of rates in the agreement. If any of the rates do not exist in the agreement but are available in the Punjab PWD schedule of rates, those shall be followed as per terms of agreement. If such rates are not available either in the agreement or in the Punjab PWD schedule of rates, these shall be decided by the Executive Engineer on the basis of analysis approved in his office. A copy of the analysis shall also be sent alongwith the bill to the Accounts Branch for record.
- (vii) Reduced rates can be paid to the contractor in running bills, depending on conditions of work. It shall not be necessary to make any analysis for such reduction in rates. However, if any reduced rate is paid in a final bill, an analysis shall be approved by the Executive Engineer for the same.

(viii) Delays in payments cause rise in the contractor's rates as also delay in execution of work. Running bills of contractors shall, therefore, be normally paid once in a month. Distribution of time for different offices shall generally be as under:

- | | | |
|-----|---|--|
| (a) | Detailed measurements and preparation of bill by the Sectional Officer and checking the same by the Sub-Divisional Officer. | Up to 7 days depending on the magnitude of work of measurements. |
| (b) | Detailed checking of bill including calculations in the Executive Engineer Office. | Maximum 3 days |
| (c) | Checking in Accounts Branch and Audit Office. | Maximum 4 days each |
| (d) | Issue of cheque by Accounts Branch. | Maximum 2 days each |
| (e) | Un-measured Muster Rolls in Accounts Branch and Audit Office. | Maximum 2 days each |
| (f) | Measured Muster Rolls in Accounts Branch and Audit Office. | Maximum 4 days each |

In case of final bills of running accounts, time taken will be commensurate with the number of pages of measurement book to be checked but not more than a week each for Accounts Branch and Audit Office. In case of running first and final bills of contractor/suppliers time taken will be 4 days each by Accounts Branch/Audit Office.

24. **The following forms shall be used for the preparation of contractor's bills**

- (i) First and Final Bill;
- (ii) Running Accounts Bill;
- (iii) Final Accounts Bill.

25. **Advance Payments and Secured Advances**

The advance payments to contractors (for work done but not measured) shall be admissible on the following conditions:

- (a) The Sub-Divisional Officer or the Executive Engineer shall certify that not less than the quantity of work paid has actually been done.
- (b) Advance payment previously made for items concerned shall be adjusted as soon as those items are measured or billed for.
- (c) If secured advance has been previously allowed on the security of material and such material has been used on an item, the advance for that item shall not exceed the value of work done less proportionate amount of secured advance on account of material used.

Note:(i) The next running bill following the unmeasured bill shall be a measured bill.

(ii) As a general rule, payments for supplies are not permissible until the stores have been received or surveyed. If payment is permitted on the production of railway receipt, the payment is treated as an advance payment against final settlement on receipt of stores.

(iii) Secured advance can be allowed to a contractor whose contract is for both labour and materials, subject to the following:

- (a) that an indenture in the proper form has been drawn up securing a lien of the department on the material brought by him to the site of work so as to guard against any loss due to misuse of material or shortage or for want of proper watch, safe custody etc.

- (b) that Sub-Divisional Officer shall certify that the materials have actually been brought to the site of work and are required for use on work for which a contract for finished work has been executed, and the contractor has not previously received any advance on the security of those materials.
- (c) that the materials are of imperishable nature.
- (d) that the amount of secured advance shall be assessed on the market rates, if not known.

Note: Secured advances shall be recovered as soon as the materials are utilized and bills for relevant items are prepared. Secured advance shall be allowed as per standard PWD (B & R) rules and its mention in each work/order/contract shall not be necessary.

26. Financial Aid to Contractors

Aid to contractors shall be admissible in the following circumstances only:

- (a) Liabilities on behalf of a contractor may, in the interest of work, be incurred, under intimation to him, in accordance with the items of his agreement (e.g. to engage labourers or contractors or to incur other liabilities to complete the work which the contractor has neglected or failed to do). No other financial aid in any other form is admissible.
- (b) Issue of materials to contractors, whose contract is for complete items (e.g. for labour and materials both) is permissible in the following cases:
 - (i) When it is necessary to retain in the hands of the University supply of controlled materials.

- (ii) When in the interest of work, or for utilisation of existing stock it is desirable to retain in the hand of University the supply of certain other materials. In such cases, the contract shall specify the materials, the place of delivery and the rate (including storage) and the contractor shall be held responsible to obtain the articles from the university and deductions shall be made from his bill regardless of fluctuation in the market rate or stock issue rate.
- (iii) If the contractor desires the issue from the stock of any other materials, not provided for in his contract, for bonafide use on the work, these may be issued on the authority of the Executive Engineer at “issue rate” and shall include storage charges and supervision charges @ 10%. The carriage and incidental charges shall be borne by the contractor. The recovery rate of such items shall be the derived issue rate or market rate whichever is more.

27. Contractor’s Ledger

- (a) Contractor’s ledger is a personal account maintained by the Executive Engineer for each contractor separately in respect of transactions connected with the contract for execution of work or supplies made.

In respect of Petty contractors, however, a single ledger headed “petty contractors” shall be opened.

- (b) The contractor’s ledger shall be checked independently once a month in the Executive Engineer’s office and not at the time of preparation of contractor’s bill.
- (c) Ledger account shall be checked and balanced monthly.
- (d) Closing balance of each account shall show the amount outstanding under each suspense accounts.
- (e) Separate account will be maintained for each contractor for each work.
- (f) Balance shall not be allowed to remain outstanding for long time.

- (g) Account of security deposits shall not be included in the ledger account.
28. **Stock Account**
- (i) Materials received from various sources (viz. Suppliers, Government departments) shall be entered in measurement book after detailed inspection, weighment etc. by the Sectional Officer. Acknowledgement shall be issued to suppliers duly signed by the Sub-Divisional Officer.
For every issue there shall be an indent signed by the Sub-Divisional Officer or an officer authorised to draw materials up to a certain limit.
 - (ii) All transactions of receipts and issues shall be recorded in the register of stock receipts/issue in quantities only in the order of occurrence and shall be submitted through the Sub-Divisional Officer to the construction office every month regularly in the first week of succeeding month.
 - (iii) In the construction office, a monthly abstract of receipts and issues shall be prepared and completed in respect of:
 - (a) Value or quantities shown as receipt or issued.
 - (b) Storage charges on materials issued.
29. **Reserve Stock Limit**
- There is a limit on the value of stock up to which the Executive Engineer can keep in his stores material required for use on work.
- The Executive Engineer shall regulate the purchases of stock in such a way that during any month the value of the balance stock in hand does not exceed the reserve stock, but in case the reserve stock limit is exceeded on account of some special circumstances, it should be got regularised from the Vice-Chancellor. At the same time the excess should be absorbed within six months.
30. **Tools and Plants**
- (i) Only numerical accounts shall be kept in the proper form.
 - (ii) The expenditure on tools and plants shall be charged to the final head 'Tools and Plants.' Special items required for a specific work shall, however, be debited to the work.

- (iii) The register of tools and plants shall be closed yearly.
 - (iv) The articles lost or found short shall continue to be borne on the accounts, until recovered or written off by competent authority. The articles found surplus shall be treated as receipt in the tools and plants accounts but shall not effect the financial account.
31. **Road Material Register**
- The account of the road material shall be maintained in proper form in Form IV register and shall be checked monthly in the construction office. The physical balance shall be checked by the sub-Divisional Officer once every half yearly in September and March.
32. **Material at Site Account**
- (i) Material at site account is an account of all departmental materials brought on to the site of work showing the source and quantities of all receipts and of their issues to the work, as the transactions occur. This account shall be kept both in quantities and values in the case of major estimates, where accounts are kept by sub-heads and only by quantities in other cases (if a minor estimate). The form of this account also provides for record of estimated quantities and values of material so that the actual use of materials can be controlled with reference to estimated requirement on works executed departmentally and also where any or all items of contract are for labour only. In the case of work executed by contractors, whose contract is for completed items of work (i.e., for both labour and materials), the record of the estimated requirements of materials, applies only to the materials the supply of which is retained in the hands of University (materials belonging to a contractor should never be mixed up with departmental materials).
 - (ii) For departmental works the MAS account shall be maintained in Form IV register to be maintained by S.O. separately for each work.

33. **Issue of Material to Contractors**

- (i) Material shall be issued to the contractors as per terms of contract. If any material is issued other than that mentioned in the contract, the rates shall be settled before issue and generally it shall be the market price or the cost price plus 3% storage charges or 10% supervision charges whichever is more.
- (ii) If any material is found surplus after completion of work, it shall be taken back at rates not higher than those at which it was issued, but storage and supervision charges shall not be refunded.
- (iii) Contractor's receipts are not necessary for labour charges incurred on their account and cost of material issued for replacement of bad work under the agreement.
- (iv) Recoveries of material shall be made from the contractors as early as possible from their next running bills except in case of such material which has not been used and a certificate is given that the material is lying at the site, stating reasons, thereof, briefly.

At the time of preparation of final bill, certificate shall be given by the Sectional Officer/Sub-Divisional Officer Incharge that no recovery is outstanding against the contractor. This shall be verified monthly in the office of the Executive Engineer after checking all the concerned indent books of the Sectional Officer.

- (v) Account of materials issued to contractors shall be maintained in stock/form IV register by the Sectional Officer.

34. **Procedure for the submission of estimate and execution of work financed by the University Grants Commission.**

For the submission of proposals relating to the construction of buildings for which the expenditure is to be met in whole or in part by the University Grants Commission, the following instructions or those issued by the University Grants Commission from time to time will be adhered to:

- (i) Every building proposal sent by a University should indicate the need for an academic value of the proposal and its likely cost.
- (ii) When the proposal is accepted by the University Grants Commission, the University will be so informed and carpet area and the built up area considered reasonable for the project as assessed by the Commission, will also be indicated.
- (iii) After the areas have been intimated, the University will have plans prepared as to yield maximum utility and convenience.
- (iv) The University should send the plans and preliminary estimates worked out on the area rate basis to UGC and if there is any appreciable variation between areas approved by the Commission and the area indicated in the plans, the University should clearly point this out.
- (v) On receipt of the information as in clause (iv) above, the University Grants Commission will communicate as soon as possible the acceptance or otherwise of the plans.
- (vi) On receipt of the acceptance of the plans, the University may proceed with the preparation of detailed estimates which should be done on the basis of the specifications and schedule of rates of the PWD concerned. The estimates should indicate the relevant item numbers in the PWD schedule on the basis of which the estimates have been prepared. The Architect/Engineer who prepares the estimates should certify that these are in accordance with the concerned schedule of rates of the PWD.
- (vii) As soon as the detailed estimates have been prepared by the University, a copy should be sent to the local PWD for certification of rates and tender statement and simultaneously a copy may be sent to the University Grants Commission. The University may then also proceed to invite tenders.

- (viii) It is expected that by the time the tenders are received and analysed, the necessary certificate from the PWD referred to above would be available and then the University may finalize the acceptance of the tender in consultation with the University Grants Commission, in case the tender to be accepted is higher than the estimate approved by the PWD.

If there is any unavoidable delay on the part of PWD in the issue of the certificate, the University may finalize the acceptance of the tender and undertake construction of the building under intimation to the University Grants Commission without waiting for the PWD certificate on the stipulation that the liability of the University Grants Commission will be based on the estimates ultimately certified by the local PWD and that for any excess of expenditure over that certified by the PWD, the University will be solely responsible. Release of fund in appropriate instalments will be made up to 75% of the estimated cost and final adjustment will be made only after the PWD certificate is furnished.

- (ix) For all projects, tenders will be invited on percentage/item rate basis and the following information shall be supplied to the commission for each work:-
- (a) value of the estimates put to tender;
 - (b) number of tenders received;
 - (c) value of the lowest tender;
 - (d) value of the tender accepted;
 - (e) if the lowest tender is not accepted, the reasons for the same.
- (x) On receiving intimation from the University that the University is in a position to undertake the construction, the first instalment of the grant will be released. Subsequent instalments will be released on receipt of the progress of expenditure duly certified by the Architect/Engineer.

- (xi) The final instalment of the grant will be released on receipt of an exact statement of final cost and a completion certificate in the following form signed by the Registrar of the University:

“Certified that the work (here mention the name of the building and the locality) has been completed with reference to the plans numbers as accepted by the University Grants Commission and found complete without any change. The site also was found properly cleared.”

- (xii) Audited Accounts of the work completed will be sent, as soon as possible, after the completion of the work. Any amount paid in excess shall be refunded to the commission.
- (xiii) The University will follow any other conditions imposed by the Commission in respect of works undertaken with its grants.

35. **Accounts**

The first, and final bills, shall be routed through the Accounts Branch and rest of the bills for the work done/supplies made shall be submitted to the Audit office direct by the office of the Executive Engineer.

It shall be the duty of Accounts Branch:

- (i) To check arithmetically calculation in the measurement book;
- (ii) To see that the rates charged in the bill are available in the agreement/work order/notice inviting tender/PWD schedule rates, or analysis for the same has been duly approved by the Executive Engineer;
- (iii) To watch that all recoveries have been correctly made from the contractor as per indents issued;
- (iv) Entries of all payments shall be noted in the register of works and the bill register. The measurements shall be stamped checked under the initials of the Superintendent Accounts Concerned.

36. **Audit of Bills**

In addition to the above, the Resident Audit Examiner shall also see that contractor's ledger is being maintained properly in the University Engineer's office and recoveries from the Contractors bills are made from their running bills from time to time. The final pass order shall be recorded by the Resident Audit Examiner before the payment is made and cheque issued.

37. **Transfer Entry Book**

The transfer entry book shall contain a record of all transfer entries included in Accounts, where no cash transactions are involved e.g. issue of stock to works, work to work transfer of materials, issue from stock or specific work to other department than the construction wing, write back of an erroneous debit or credit etc. The book shall be posted as soon as the transactions become known from advices of debits, transfer orders etc., from the Sub-Divisional Officer.

38. **Work Abstract**

To enable the Executive Engineer to discharge his responsibility for the correct maintenance of the account of different works and to have a proper control over expenditure, he shall prepare a monthly account of all the cash and stock transactions. He should see :

- (i) that the outlay is posted correctly;
- (ii) that the cash and stock charges debited and the adjustments made are all bonafide and legitimate;
- (iii) that progress during the month is given;
- (iv) that outstandings for labour, contractors and materials are not of long duration;
- (v) that a comparison of outstanding dues to or from the contractor is made with the contractor's ledger, in the case of one or two works every month.

39. **Register of Works**

The register of works shall be maintained in the Executive Engineer's Office. This register shall be a permanent and collective record of expenditure incurred on all works carried out during the year, showing the expenditure month by month compared with the estimate. The object of such a record is to show to the Executive Engineer the rates at which these different kind of works are carried out and to enable him to watch the expenditure and also to obtain necessary sanction, where ever required.

The register shall be put up by the Construction office to the Executive Engineer along with day books on the 15th of following month for persual and signatures.

40. **Monthly Account**

Finally the Executive Engineer's office shall prepare one consolidated account of all transactions effecting the account of works according to the estimates sanctioned.

41. **Monthly Reconciliation of Works Expenditure**

In the last week of each month the concerned Accountant/ Assistant Accounts in the Executive Engineer's office shall personally reconcile the expenditure booked in the work register relating to the previous month with that maintained in the Accounts Branch to verify the correctness of the entries made in the work register and reconcile the differences and carry out any adjustment as a result thereof with the approval of the Executive Engineer.

42. **Register of Grants in Aid**

In addition to the register of works maintained in the Accounts Branch, a subsidiary account shall be maintained by that branch in respect of the expenditure met wholly or partly by means of grants-in-aid.

43. **Permanent Imprest**

A permanent imprest of Rs. 1 lac will be placed at the disposal of the Executive Engineer which shall be used for purchases of building materials, requirements of nursery, sanitary wings, guest house and miscellaneous requirements of different departments for repair and maintenance of machinery, purchase of new furniture etc.

- (i) This amount shall be deposited in the State Bank of Patiala, Punjabi University, Patiala, as Current Account to be operated upon by the Executive Engineer.
- (ii) The Executive Engineer shall be empowered to make payments up to an amount of Rs. 20,000/- from the permanent imprest if there is a condition by the suppliers that payment shall be received from his office.
- (iii) The Executive Engineer would purchase the material in accordance with the rules prescribed for the purpose and maintain up to date accounts thereof.
- (iv) This amount will be open to audit at all times. The Executive Engineer will send all the vouchers for reimbursement at least once in a fortnight.
- (v) Large advances required for cement, steel, timber etc. and in case of regular purchases where the suppliers put up a condition that payment shall be received from the office of the Executive Engineer in lump sum or in running bills and the amount which exceeds Rs. 20,000/- will be applied for separately.
- (vi) Executive Engineer will be empowered to sanction a temporary advance up to Rs. 10,000/- for making emergent purchases; provided the advance is got adjusted within a fortnight.
- (vii) At the time of reimbursement against permanent advance of Rs. 1,00,000/- all the vouchers will be sent to the audit through Accounts Branch and the time limit for passing these vouchers will be four days each by the Accounts Branch/Audit Office.

44. **Adjustment of Advances**

- (i) At the time of sanction of advances against Stock, A.M. & R or specific works , only the rough cost estimates shall be seen in the absence of detailed estimates in which the quantity of materials may not be specified, but has been based for making purchases.
- (ii) At the time of adjustment of advance for the purchase of supplies against Stock, A.M. & R works, specific works etc. etc., the consumption statement shall not be asked for, only the entries of material in the stock register, Form 4 register, may be seen by the Audit Office.

45. **Miscellaneous**

- (i) For any clarification or interpretation of these rules, the decision of the Vice-Chancellor shall be final.
- (ii) Vice-Chancellor may delegate any of the powers vested in him in the foregoing rules to the Registrar or any other officer.
- (iii) Any matter not covered under these rules shall be governed/regulated as per existing rules in PWD (Buildings and Roads Branch).

CHAPTER XIX
SERVICE AND CONDUCT RULES OF TEACHERS
IN NON-GOVERNMENT COLLEGES

1. The following Ordinances to govern service and conduct of teachers shall apply to all the teachers employed in non-government colleges, admitted to the privileges of the Punjabi University including those already in service unless otherwise specified in these ordinances.
2. In these ordinances, unless the Context-otherwise requires :
 - (i) 'college' means a Non-Government college admitted to the privileges of the University; and
 - (ii) 'employee' means a teacher *including the Principal in the service of a Non-Government College.
3. The appointment of every employee in a non-government college admitted to the privileges of this University shall be in writing in the form of a contract to be prescribed by the University from time to time and it shall be executed within one month from the date of appointment. (Appendex-I)
4. (a) The appointment will be valid only if the selection has been made through a duly constituted selection committee as below and is approved by the University :
 - (i) for Principal of a college the selection committee shall consist of :-
 1. Chairperson of the Governing body of the concerned college.
 2. One member of the Managing Board to be appointed by the President.

* The word teacher shall also include Directors of Physical Education, Instructors and Librarians.

3. Two representatives to be nominated by the Vice-Chancellor.
4. One representative to be nominated by the Chairperson of the Governing Body out of a panel of ten first Principals of Government Colleges, Constituted by the DPI (Colleges) ;
5. Director Public Instructions (Colleges) or his representative;

If only one application is received for the post of Principal and the candidate fulfills the qualifications/ experience prescribed, he shall be interviewed by the selection committee constituted as per rules. In case the candidate is found fit he may be selected.

(ii) The committee for selection of Lecturers :-

1. Chairperson of the Governing Body of the college concerned or his representative.
2. Principal of the college concerned.
3. Two representatives of the vice-chancellor of the University concerned. One of the representative should be a subject expert.
4. Representative of the Director Public Instructions Punjab (colleges) (of the rank of Principal)
5. Subject expert (senior Lecturer of Govt. college) detailed by the Director, Public Instructions Punjab (colleges)

(iii) If a University representative is sent to represent the University on selection committee for private colleges affiliated to the University and he has to represent the University on more than one selection committee in a college in one day, he shall be paid remunerations separately for each of the selection committee.

Rate of remuneration payable to the representative/ subject expert nominated by the University for participation in selection committees of Non-Government colleges shall be Rs. 300/- per selection committee. No DA shall be paid to the Members.

- (iv) For recruitment of teachers for the colleges affiliated to the University appointment policy shall be as laid down in Annexure-II.
 - (b) In case of the post of Principal in a college (Govt. & Non-Govt. Professional & Non-Professional) affiliated to the University falling vacant the senior-most teacher shall be appointed as officiating Principal.
 - (c) Rate of Sumptuary allowance payable to the Principal of Government as also non-Government colleges affiliated to the University shall be Rs. 2000/- pm w.e.f. 23-05-2003.
5. (a) Every employee shall be paid atleast the minimum pay-scale as laid down by the Punjab Government.
- (b) The pay scales of teaching personnel of the Privately affiliated aided Colleges in the State have been revised at par with University/Government Colleges with effect from 1.1.1996.
- (c) The Qualifications for appointment of the Principal of Non-Government Colleges shall be as under :

Principal (Professor's Grade)

- 1 A Master's Degree with at least 55% of the marks or its equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F.
- 2 Ph.D.or equivalent qualification.
- 3 Total experience of 15 years of teaching/Research in Universities/Colleges and other institutions of higher education.
- 4. An approved Lecturer

Principal (Reader's Grade)

- 1 A Master's Degree with at least 55% of the marks or its equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F.
- 2 Ph.D.or equivalent qualification.
- 3 Total experience of 10 years of teaching/Research in Universities/Colleges and other institutions of higher education.
- 4. An approved Lecturer

The minimum requirement of 55% marks at Master's Level in the concerned subject shall not be insisted upon for Principals for the existing incumbents who are already in the University system. For them the minimum requirement in their cases shall be atleast 50% of marks at Master's Level. However, these marks should be insisted upon for those entering the system from outside.

(d) At the time of recruitment of teaching staff in Non-Govt. colleges, it is necessary that the candidate should have passed the subject of Punjabi upto 10th class or 'Punjabi Prabodh'.

6. The employee appointed on one year probation would be confirmed if his work and conduct is found satisfactory, subject to availability of a post.

The employer shall notify to the employee in writing before the expiry of one year's probationary period, if his period of probation is to be extended and in the absence of such a notice, the teacher would be deemed to have been confirmed. The probationary period shall in no case be extended beyond two years from the date of appointment. In case a person appointed temporarily is re-appointed on probation, the period of his service in temporary capacity shall be counted towards his probationary period.

The rules regarding Medical Fitness and verification of Character and Antecedents in the case of Teaching/Non-teaching staff working in non-govt. colleges shall be applicable on the pattern of teaching/Non-teaching staff working in Punjab Government Colleges.

7. No college teacher shall be required to teach for more periods than laid down by the University apart from such co-curricular activities as may be assigned to him by the Principal as per UGC guidelines and work load of teachers adopted by the University. Further, if a teacher is given some extra teaching work temporarily for a fortnight or more he shall be paid proportionatly for that ;

Provided that the additional work load given to a teacher shall not exceed 12 periods a week. If it exceeds this limit, then a part time lecturer would be appointed by the college and paid at the rates approved by the University.

8. The Principal and the teachers of a college shall be paid their salary regularly, and in no case later than the 10th day of the month following that for which salary is due.
9. Annual increment shall be granted to teachers by the Principal as a matter of course unless it is specifically withheld. The teachers shall have a right to prefer an appeal to the Vice-Chancellor against the with-holding of such increment within a period of 90 days.
10. An employee appointed whether permanent or on probation or temporarily shall be entitled to summer vacation salary as under:
 - (i) Those who complete Nine Full salary month's service.
 - (ii) Those who complete Proportionate salary service for three months on the basis of full or more but less than salary for nine nine months. months.

Provided that no employee who has served for less than three months will be entitled to any summer vacation salary.'

Provided that no one shall draw salary for the period of summer vacation from two sources;

Provided further that an employee who leaves service of his own accord, shall not be entitled to summer vacation salary or any portion thereof.

11. The Governing Body/Principal shall maintain proper and regular service record of the Principal/teachers and as and when any punishment is to be given to any staff member, the service record shall be taken into account. Adverse remarks, if any, shall be communicated to the person concerned by the 30th Sept. of the current year and the concerned employee shall have the right to appeal within 30 days of receipt of the said remarks.

12. The age of superannuation of an employee in an affiliated college shall be 60 years ;

Provided that the employee would retire on the last day of the month in which his retirement becomes due.

13. The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by the Provisions of the Punjab Affiliated Colleges.

(Security of Service of Teachers) Act, 1974.

14. The Governing Body of a non-government college shall have on its management in addition to the Principal (who shall be an ex-officio member), two representatives of teachers elected through secret ballot by simple majority by regularly appointed whole time teachers, whose probationary period is over. Each teacher shall have two votes; provided that both votes shall not be exercised in favour of the same candidate. The two representatives so elected shall have not less than five years service to their credit and the term of office of such representatives shall be the same as for the remaining members of the Governing Body; provided that in no case it shall exceed three years.

The teaching experience gained by a teacher while working in the different colleges admitted to the privilege of any statutory University shall be counted towards the total teaching experience for the purpose. Provided that objection, if any in this behalf can be filed by any teacher of the concerned college, to reach the University within thirty days of the election. Provided further that a casual vacancy shall be filled by election within one month of the vacancy occurring and members elected shall continue for the residuary term of the outgoing members.

15. In case of moral turpitude or misconduct the Governing Body shall have the right to suspend the employee with immediate effect. The period of suspension shall not exceed six months within which the case must be decided. During the period of suspension the employee shall be paid an allowance equal to half amount of his salary. If ultimately the employee is removed from service, notice period of such removal shall not be allowed nor will any salary be paid in lieu thereof.

16. A permanent employee may, at any time, terminate his engagement by giving the Governing body three months notice in writing or three months basic pay in lieu thereof.
17. During the period of probation and when an employee is holding temporary appointment the notice period required on either side shall be one month or one month's basic pay in lieu thereof.
18. All colleges shall follow the general pattern of the contributory Provident Fund Rules, as recommended by the University Grants Commission; *Provided that the contribution of the college towards the Provident Fund of an employee shall not be less than 10% of his pay.

II. *Leave Rules :*

19. Leave account shall be maintained by the Head of the Institution. All leave other than casual leave must be duly entered in the service book of the teacher and his leave account completed as soon as it is sanctioned.

Leave cannot be claimed as matter of right. When the exigencies of service so require, a discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.

20. *Casual Leave*

Casual leave will be admissible to a teacher in a year (1st Jan. to 31st Dec.) as follows :

- | | |
|--|---------|
| (i) To teachers with 10 years service or less. | 10 days |
| (ii) To teachers with more than 10 years service but less than 20 years service. | 15 days |
| (iii) To teachers with over 20 years service. | 20 days |

* Provided further that where a higher rate of Provident Fund already prevails, it will not be reduced without the consent of the University.

How to be Calculated :

From the date on which a teacher completes his 10th or 20th years of service, as the case may be, he will be given leave in that year according to the next higher scale. Thus if a teacher completes 10 years service on the 30th September, he will be entitled to 15 days casual leave for the entire year.

Casual leave shall always be applied for before it is availed of. In case of urgency, however, this condition may be waived of at the discretion of the sanctioning authority. The authority competent to grant casual leave shall be the Principal in case of teachers working under his administrative control.

In cases where all applications for leave cannot, in the interests of the public service, be granted an authority competent to grant leave should, in deciding which application should be granted, take into account following considerations :

- a) the teacher who can, for the time being best be spared.
- b) the amount of leave due to the various applicants.
- c) the amount and character of the service rendered by each applicant since he last returned from leave.
- d) the fact that any such applicant was compulsorily recalled from his last leave.
- e) the fact that any such applicant has been refused leave in the public interest.

Casual leave will be sanctioned by the Principal at his discretion and shall not be combined with any other leave or summer vacation. It may, however, be combined with holidays and in hard circumstances to be determined by the Principal, it may be combined with autumn/winter/spring recess; provided that the total spell in either case is not allowed to exceed 16 days.

In the case of Principal, leave will be sanctioned by the President/ Secretary of the Governing Body or any other person authorised by the Governing Body.

If a teacher has not been in service for whole of a calendar year, he will be entitled to casual leave in proportion to the service put in by him during the calendar year.

All women employees in service shall be entitled to 20 casual leaves every year irrespective of number of years of service put in by them.

Five special casual leaves may be allowed to office bearers of Teachers' Association of Non-Govt. affiliated colleges as is being allowed in case of office bearers of Punjabi University Teachers Association. It is understood that half of such casual leave so availed, shall be deducted from their Casual Leave account and the remaining half of the Casual Leave will be counted as special Casual Leave. The maximum Special Casual Leave should not exceed five in a year.

21. *Duty Leave :*

Duty leave may be allowed to the teachers for attending meeting of the University, NCERT, State Government, Punjab school Education Board and Educational Seminars, Conferences, Workshops, Youth Festivals etc. and for delivering extension lectures, if the sanctioning authority is satisfied that such Attendance/Participation is in the interest of the college.

22. *Half Pay Leave/Commutated Leave :*

Half pay leave admissible to a teacher in permanent employment of the college under the same management in respect of each completed year of service will be 20 days. Commuted leave not exceeding half the amount of half pay leave due, may be granted to a teacher on medical certificate. Commuted leave during the entire service of teacher shall be limited to a maximum of 240 days.

Absence without prior permission even on medical certificate is liable to be treated as absence without leave which can be converted into leave without pay.

Leave on medical grounds shall be governed by the rules applicable to the teachers working in Punjab government colleges.

23. *Study Leave :*
A teacher who has put in five years service may be given study leave on such terms as may be settled between him and the Governing Body mutually.
24. *Maternity Leave :*
The maximum limit of maternity leave admissible to the women employees shall be 180 days without the necessity of production of a medical certificate. Extension if, any, beyond 180 days shall however, be permissible by the grant of leave of the kind due. The other eligibility conditions shall continue to be applicable as here-to-fore. Leave on account of miscarriage, abortion shall be admissible only in those cases where a woman employee has less than two living children. The others having two or more children shall not be entitled to avail of this concession but, if required, can be sanctioned leave of the kind due on the production of medical certificate. The certificate of the Chief Medical Officer, Senior Medical Officer, Medical Officer of the Punjab Government may, however, be called for in case of doubt.
In case of emergency, Leave (if due) other than casual leave be combined with maternity leave.
A male Employee (with less than two surviving children), on his request, may be granted paternity leave for maximum fifteen days (after commuting his 30 days half pay leave), during the confinement of his wife. This leave should normally be not refused.
25. Accumulation of earned leave by an employee shall be restricted to 360 days. The existing employees shall, however have the option either to continue to be governed by the existing rules or by this decision.
26. Encashment of leave at the time of retirement shall be admissible up to 240 days to those employees who opt for the revised rules. The other conditions shall remain unchanged.
27. The period spent on duty shall include all kinds of leave except extraordinary leave for the purpose of calculation of earned leave.
28. There will be restriction of 120 days on availing of earned leave at a time.

29. In the case of leave without pay and other kinds of leave where the rules framed by Academic Council/ Syndicate are not clear or where there is no provision in the existing rules, the rules of Punjab Government Colleges will be applied.

III. **Conduct Rules**

30. (i) No employee shall take part in subscribe to or assist in any way, any movement which tends to promote feelings of hatred or enmity between different classes of citizens of the Indian Union, or to disturb public peace.
- (ii) A teacher offering himself for election to Parliament/ State Legislature shall have to resign from service; provided that on the date, the nomination of the teacher for election of the Parliament/ State Legislature is accepted, he would be deemed to have automatically vacated his office, even if he had not resigned or his resignation has not been accepted.
31. No employee shall, except with previous permission of the governing body, own wholly or in part or conduct or participate in editing or managing of any newspaper or any periodical, or act as correspondent of a newspaper.
32. No employee shall in any manner criticise adversely in public any administrative action of the Governing Body of the college.
33. No. employee shall, except in accordance with any special or general order of the governing body or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly any official document or information to any employee or to any other person to whom he is not authorised to communicate such document or information.
34. (i) No employee shall, except with the previous sanction of the Governing Body, engage directly or indirectly in any trade, occupation or buisness or undertake any employment. The permission of the Principal for undertaking private tuition work, which will not be more than one hour a day will be necessary. No employee shall appear in any examination without obtaining prior permission of the Governing Body/ Principal; provided that a teacher may without such sanction, undertake

honorary work of a purely social or charitable nature or occasional work of a Literary, artistic or scientific character, subject to condition that his official duties do not thereby suffer, but he shall not undertake or shall discontinue such work, if so directed by the Principal of his college, and in case of the Principal if so directed by the Governing Body.

Provided further that no permission shall be necessary for examination work of this University or any other Indian University when the total emoluments accruing from such work do not exceed Rs. 3,000/- per annum. In case the total emoluments for all examination work exceeds Rs. 3,000/- the previous permission of the Governing Body shall be necessary.

- ii) No employee in an affiliated college shall write a guide or a help book or cheap notes. He shall follow the procedure laid down by the University in case he intends to publish any work.
- 35. An employee shall avoid habitual indebtedness or insolvency, an employee who becomes the subject of legal proceedings of his insolvency shall forthwith report the full facts to the Principal of his College.
- 36. No employee shall bring or attempt to bring any outside influence to bear upon the authorities of his college to further his interest in respect of matters pertaining to his service in the college.
- 37. No employee shall be a member representative or office-bearer of any association, representing or purporting to represent teachers unless such association satisfies the following conditions:
 - (a) Its membership is confined to teachers.
 - (b) Meetings of such an association may be held in the premises of the college after college hours or on a non-teaching day with prior permission of the principal which would normally be granted.
 - (c) The decision taken at such meeting pertaining to the college administration shall be communicated, in writing, to the Principal within ten days.

38. *General*

- (i) Every employee shall at all time serve efficiently, act in a disciplined manner and maintain absolute integrity and devotion to duty.
- (ii) Unless in any case it be expressly provided for, the whole time of an employee shall be at the disposal of College in such capacity and at such places as may from time to time, be directed by the Principal/Governing Body of his College, subject to such conditions as may be laid down by the University.
- (iii) No employee in a college shall apply for any other job, post or scholarship without the previous sanction of the Principal of his college or, in case of the Principal, without the previous sanction of the Governing Body.

Provided that persons appointed on contract basis may apply for a job or a post if the post or the job for which they are applying is to commence from a date after the expiry of the period of contract.

- (iv) Save in exceptional circumstances, no employee shall absent himself from his duties without having first obtained the permission of the authority provided in the leave rules.
- (v) No employee shall take part in any activity which in the judgement of the Principal is calculated to lead to indiscipline in the college.

39. *Gratuity Rules*

In addition to the benefit of the Provident Fund a teacher at the time of retirement shall be granted by the Governing Body a gratuity of a sum equivalent to one fourth of his pay last drawn for each completed six monthly period of qualifying service subject to 16½ (sixteen and half) times the pay ; provided that in no case gratuity shall exceed the amount as fixed by the Punjab Government from time to time for its employees.

In the event of death of a teacher while in service the gratuity shall be subject to minimum of 12 times the pay of the teacher drawn at the time of his death; provided that in no case shall it exceed the amount as fixed by the Punjab Govt. from time to time for its employees.

APPENDIX-I
AGREEMENT FORM FOR COLLEGE TEACHERS
IN A NON-GOVERNMENT COLLEGE

An agreement made this.....day of
200.....betweenson of
Shri.....resident of here in
after known as the First Party and the Governing Body of Managing
Committee of the College, through its Chairman/
Secretary, hereinafter known as the Second Party.

Whereas the Second Party has engaged the First Party to serve
theCollege
assubject to the terms and conditions
hereinafter set out :

1. That this agreement shall take effect and commence from the
day of200.....
and shall be determinable as hereinafter provided.
2. That the First Party is employed in the first instance on probation
for a period of one year and shall be paid a monthly salary of
Rs. The period of probation may be extended further
by one year, but the total period of probation shall in no case
exceed two years.
3. In case the Second Party is managing a number of colleges it
shall have the right to transfer the First Party to any other similar
institution in the same assignment ; provided it does not adversely
affect his emoluments and further prospects.
4. That on confirmation (after the period of probation) the Second
Party shall pay to the First Party during the continuance of his
engagement for his services a salary at the rate of Rs.....
per month rising by annual increments of Rs. to
Rs..... to maximum of Rs..... These annual
increments shall be granted on the recommendations of the
Principal and shall not be withheld without assigning specific
reasons in writing and further the First Party shall have the right
of appeal to the Vice-Chancellor.

5. That the First Party shall subscribe to and be entitled to, the benefit of the Standard Provident Fund Rules as recommended by the University Grants Commission and gratuity in accordance with the rules laid down by the Punjabi University.
6. Except in cases where the First Party is employed in a temporary vacancy upto the beginning of the long vacation, the First Party shall be entitled to the full summer vacation salary; provided he has continuously worked for nine months immediately before and upto the commencement of the summer vacation; provided further that if the First Party leaves services of his own accord, he shall not be entitled to summer vacation salary or proportion thereof.
7. That the First Party shall be entitled to leave in accordance with the rules laid down by the Punjabi University.
8. That the First Party shall not be required to teach for more periods than laid by the Punjabi University, apart from such co-curricular activities as may be assigned by the Second Party through the Principal of the College. However, if the First Party is given some extra teaching work for a fortnight or more shall be paid proportionately for that.
9. That the First Party shall be paid his salary regularly but in no case later than the tenth day of the calendar month, following the month for which his salary is due.
10. That the First Party shall not take part in any activity which, in the judgement of the Principal is calculated to, lead to indiscipline in the college.
11. That the First Party shall devote his whole time to the duties of his appointment, and shall not engage, directly, or indirectly in any trade, occupation or business, whatsoever, or without the sanction, in writing, of the Second Party, engage himself or take any part in any private tuition work or take up any occupation, whatsoever, directly or indirectly, which in the opinion of the Second Party, is likely to interfere with the duties of his appointment.

12. That the First Party shall at all times maintain absolute integrity and devotion to duty.
13. That the First Party shall not take any part in, subscribe to or assist, in any way, any movement which tends to promote feelings of hatred or enmity between different classes or subjects of the Indian Union, or to disturb public peace.
14. That the First Party shall not stand for election to Parliament/ State Legislature/Local Bodies, without the prior permission of the Managing Committee.
15. That the First Party shall not, except with the previous permission of the Managing Committee, own wholly or in part or conduct or participate in editing or managing of any newspaper or any periodical.
16. That the First Party shall not in any document publish anonymous or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or express an opinion involving adverse criticism of the actions and policy of the Managing Committee of his college.
17. That the First Party shall not, except in accordance with any general or special order of the Managing Committee or in the performance, in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any employee or to any other person, to whom, he is not authorized to communicate such document or information.
18. That the First Party shall not write a guide or a help-book or cheap notes, and shall follow the procedure laid down by the University in case he intends to publish any book.
19. That the First Party shall so manage his private affairs as to avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings for insolvency shall forth with report the full facts to the Principal of the college.

20. That the First Party shall not bring or attempt to bring any outside influence to bear upon the authorities of his college to further his interest in respect of matters pertaining to his service in the college.
21. That the First Party shall not be a member representative or office-bearer of any association representing or purporting to represent teachers or any class of teaching profession, unless such association satisfies the following conditions :
 - (a) Its membership is confined to teachers or a distinct class of teachers and it is open to all such employees or class of employees as the case may be;
 - (b) It is not in any way connected with any political party or organisation or does not engage in any political activity.
22. That the First Party shall not apply for any other job, post, or scholarship without the previous sanction of the Principal of his college or in case of the Principal without the previous sanction of the Managing Committee.
23. That the First Party shall not absent himself from his duties without having obtained the permission of the Principal or in the case of the Principal, of the Managing Committee. Leave in all cases must be applied for and got sanctioned before it is taken.
24. That the Second Party shall be entitled summarily to determine the engagement of the First Party for misconduct, but subject as aforesaid to determine the engagement after giving three months' notice in writing or on payment of three months' salary in lieu of the said notice. Provided in case of serious moral turpitude, on the part of the First Party, the Second Party shall have the right to terminate the services of the First Party with immediate effect.
25. That the Second Party shall not determine the engagement of the First Party, whether summarily or otherwise without informing in writing of the grounds on which they propose to take action, giving him a reasonable opportunity of stating of his case in writing and before coming to a final decision shall consider the statement of the First Party, and, if he so desires, give him a personal hearing.

26. The First Party may, if he so wishes, terminate his engagement with the Second Party by giving the Second Party three months' notice in writing or pay the Second Party a sum equivalent to three months' salary in lieu thereof.

The Second Party may not, if it so decides, realise such sum from the First Party in any particular case.

27. If the First Party is holding a temporary appointment or is on probation, then said notice for either shall be one month only.
28. The dismissal or removal or retrenchment from service or reduction in rank of an employee shall be governed by the Provisions of the Punjab Affiliated Colleges (Security of Service of Teachers) Act, 1974.
29. On the termination of this agreement from whatever cause, the First Party shall deliver to the Second Party, all books, apparatus, records, and such other articles belonging to the said college or to the Second Party or to the University, as may be in his possession or charge.

APPENDIX-II

POLICY AND SYSTEM TO BE ENFORCED FOR THE RECRUITMENT OF THE TEACHING FACULTY IN THE COLLEGES

1. *No. of candidates to be invited for interview :*
Presently, there is no clear and transparent system for calling the candidates for interviews for the posts of lecturers in Colleges. Generally the practice of calling large number of candidates for interviews for a few posts is adopted which leads to a number of problems and complications. If the number of candidates to be invited for interview is restricted then such problems and complications can be avoided. It is therefore,decided that the following norms for inviting candidates for interview be applied :-
 - (a) For one vacancy–maximum 6 candidates subject to eligibility.
 - (b) For two vacancies–maximum 10 candidates subject to eligibility.
 - (c) For three vacancies–maximum 12 candidates subject to eligibility.
 - (d) For four vacancies–maximum 14 candidates subject to eligibility.
 - (e) For five vacancies–maximum 16 candidates subject to eligibility.Beyond that, for every additional vacancy 3 candidates may be invited. That means that if there are 10 vacancies, then maximum 31 candidates shall be invited for interview (16 for first five vacancies and 15 for next five vacancies and so on).

2. *Screening of applications for short listing the highest ranking candidates :*

The selection of candidates for interview will be made only on the basis of their performance and achievement in their respective subject(s) alongwith certain other qualifications. The applications shall be screened on the following grounds giving marks in each field out of the total maximum marks indicated against each parameter as below :-

- | | |
|--|----------|
| (A) Basic qualification | 30 marks |
| (B) Higher qualification | 15 marks |
| (C) Extra curricular activities | 15 marks |
| (D) Publications in the National/
International Referral Journals or Books. | 15 marks |
| (E) Experience | 5 marks |

On the basis of inter-se merit of the applicants after Screening, the candidates shall be invited for interview as per para 1 above.

The remaining 20 marks shall be for (a) Interview–10 marks (b) Resume-Writing– 10 marks as per guidelines mentioned in Paras 4 & 5 below.

3. *Method for calculating and granting Marks*

- (A) For the basic qualifications as laid-down by the UGC for Humanities, Social Sciences, Sciences, Commerce, Education, Physical Education, Foreign Languages and Law.
- (i) "Good academic record with at least 55% of the marks or, an equivalent grade of B in the 7 point scale with letter grades O,A,B,C,D,E & F at the Master's Degree level, in the relevant subject from an Indian University, or, an equivalent degree from a Foreign University.
- (ii) Besides fulfilling the above qualifications, candidates should have cleared the eligibility test (NET) for lecturers conducted by the UGC, CSIR or similar test accredited by the UGC."

- (iii) An applicant shall get pro-rata marks out of the 30 marks as per the performance in qualifying degree. For example, if a candidate has got 56% marks in M.A./M.Sc. and has passed NET, then he/she will get only 56% out of 30 marks for basic qualifications. And if a candidate has got 70% marks in basic qualifications, he/she will get 70% out of the 30 marks.

Note : (1) Wherever required qualification is M.Ed. or M.Ph.Ed. or LLB/LLM etc. etc., there the marks in these degrees i.e. M.Ed./M.P.Ed./LLB/LLM etc. shall be taken into account and not the preliminary degree. For example if a post of lecturer in laws requires B.A., LLM with NET then the marks of LLM are to be considered and not of B.A./B.Sc. or M.A./M.Sc. etc.

(2) *In case of lecturers in Engineering subjects, the required qualification is either B.E./B.Tech 1st class or M.E./M.Tech. 1st class. In such cases the marks for basic qualification of either B.E./B.Tech 1st class or M.E./M.Tech 1st class are to be considered.*

(3) *Where a candidate is B.E./B.Tech 1st class and thus fulfils basic qualification & has also passed M.E./M.Tech, such a candidate will be given 7 marks for higher qualification (as in case of M.Phil).*

4) *Where a candidate is M.A./M.Sc., LLM, M.Ed. etc. etc., but has not cleared NET and has either the Degree of Ph.D. or has submitted the thesis for Ph.D. upto December, 2002 and, therefore, claims exemption from NET, his/her basic qualifications shall be considered as M.A./M.Sc. etc. with Ph.D. and marks shall be awarded for M.A./M.Sc. as mentioned above. But such a candidate shall not get extra marks for having got degree of Ph.D.*

(B) *Higher Qualifications* 15 marks

In addition to basic qualification, a candidate having achieved any of the following shall get additional marks:-

- | | |
|---------------------------------------|----------|
| (i) First Class First with Gold Medal | 5 marks |
| (ii) Basic qualification and M.Phil. | 7 marks |
| (iii) Basic qualification and Ph.D. | 10 marks |

- (iv) First Class First and Gold Medal with M.Phil. 12 marks
- (v) Double Gold Medal both in basic qualification and M.Phil. 13 marks
- (vi) First class First with Gold Medal either in basic qualification or in M.Phil. with Ph.D. 15 marks

(C) *For Extra-Curriculum Activities :*

For having participated in any International or National or Zonal meet(s) in any event such as Sports/Athletics/ Games/Theatre/Music/Dance both folk or Classical/ Painting/Declamation/Literature/NCC/Scouting/ NSS or any other activity, the marks will be awarded as following:

International Meets

- I. For winning Gold Medal in any International meet. 15 marks
- II. For winning Silver Medal in any International meet. 13 marks
- III. For winning Bronze Medal in any International meet. 11 marks
- IV. Simple participation in any International meet. 10 marks

National Meets

- V. For winning Gold Medal in any National meet. 13 marks
- VI. For winning Silver Medal in any National meet. 11 marks
- VII. For winning Bronze Medal in any National meet. 9 marks
- VIII. Simple participation in any National meet. 7 marks

Inter-Zonal or Inter State or Inter-University level where atleast 3 Zones/States/Universities have participated

- | | |
|---|----------|
| IX. For winning Gold Medal/1st Position | 12 marks |
| X. For winning Silver Medal/2nd Position | 10 marks |
| XI. For winning Bronze Medal/3rd Position | 8 marks |
| XII. For having participated | 5 marks |

NCC/NSS OR Similar Activites

- | | |
|--|----------|
| XIII. For having attended Republic Day Contingent Camp | 15 marks |
| XIV. NCC having attended at least 4 Camps & Passed 'C' Certificate. | 15 marks |
| XV. NCC having attended at least 3 Camps & Passed 'C' Certificate. | 12 marks |
| XVI. NCC having attended at least 3 Camps & Passed 'B' Certificate. | 12 marks |
| XVII. NCC having attended at least 2 Camps & Passed 'B' Certificate. | 10 marks |
| XVIII. NCC having attended at least 1 Camp. | 8 marks |
| XIX. NSS or Similar Activities and having attended atleast 2 Camps | 3 marks |

(D) *For Published Work*

- (i) For at least 2 papers published in the International/ or at least 4 papers published in National referral Journal(s)/or combination of 3 papers in International and National Referral Journals out of which at least 1 should be in International Journals. 15 marks
- (ii) For publication of at least 1 paper in International or at least 3 papers in National Referral Journal or Combination of total three papers in International & National Journals out of which at least 1 should be in International Journal. 10 marks
- (iii) For 1 Paper in International or 2 Papers in National Journal. 7 marks

(iv) For 1 Paper in National Referral Journal 5 marks

OR

(v) Publication of at least 2 books on the subject.
15 marks

(vi) Publication of at least 1 book on the subject.
10 marks

(vii) Publication of at least 4 Articles on the subject
published in reputed Journal or News Paper.
7 marks

OR

(viii) Publication of at least 3 books on any subject.
15 marks

(ix) Publication of at least 2 books on any subject.
10 marks

(x) Publication of at least 1 book on any subject.
7 marks

OR

(xi) If 10 or more Articles on the subject or any subject
are published in News Paper(s)/Journal(s) of
recognised standing. 15 marks

(xii) If 6 or more Articles on the subject or any subject
are published in News Paper(s)/Journal(s) of
recognised standing. 10 marks

(xiii) If 3 or more Articles on the subject or any subject
are published in News Paper(s)/Journal(s) of
recognized standing. 5 marks

(xiv) If 1 or more Articles on the subject or any subject
are published in News Paper(s)/Journal(s) of
recognised standing. 3 marks

Notes : (1) The minimum duration of a camp should be atleast 7 days.

*(2) If a candidate has participated in more than one event(s)
in same or different fields or competition, and where
participation in two or more than two events together
entitles for more than 15 marks, then the candidate shall
get maximum 15 marks.*

For example, in an International meet, a candidate has won bronze medal (11 marks) and participated in two other items (each entitling him/her 10 marks), such a candidate shall be entitled to maximum 15 marks because his/her combined score is 11+10+10 which is more than 15. Similarly in case of a candidate having participated in NCC, NSS or similar other activity and, thus, has earned the combined marks of more than 15 marks, he/she shall be entitled for maximum 15 marks.

- (E) For Experience a candidate will get 1 mark for each completed year in the teaching or research areas. The period for less than six month will be ignored and period for more than six month will be taken as whole year. For experience of 5 years or more, a candidate will get maximum 5 marks only. In case of part time lecturers the experience will be considered at half the scale e.g. four academic years as part timer lecturer will be considered as equal to two years experience only. Particularly for recruitment of lecturer(s) in the Universities the following shall also be considered towards experience :-
- (i) Post-doctoral experience on an International Fellowship. Which should be atleast 6 months duration. 2 marks for each fellowship subject to maximum 5 marks.
- OR
- (ii) Research Projects: (only major research Projects awarded by ICCSSR,DST, DBT,CSIR,ICAR etc.) 2 marks for each major project in the form of PI or CI subject to maximum 5 marks.
- OR
- (iii) Research work done in affiliated College/University/ National/International recognised Research Labs. 2 marks for each 365 days for whole timer and 500 days for Part timer maximum 5 marks.
- OR
- (iv) For each Ph.D. produced. 2 marks each subject to maximum 5 marks.

Note : Research work done for obtaining Degree of M.Phil or Ph.D. will not be considered for granting of marks under the heading "Reserch Project" or "Research Work".

4. *The Interviews* *Maximum 10 marks*
Every candidate shall have to appear for interview before a Selection Committee Constituted by the Competent Authority. It will be compulsory that every candidate should be asked to deliver a talk on any subject or any area of his/her subject as suggested by the interview Board or even of his/her own choice for at least 3-5 minutes. This is to judge whether the candidate can communicate & convey properly and confidently or not.
The marks in Internview may be awarded either by the Members individually and then the aggregate average may be taken or the Committee can assess the performance of the candidate colletively and award the marks as it may deem fit.
5. *The Resume Writing* *Maximum 10 marks*
After the interview is over, the candidates be asked to move to the adjoining room and write-down in maximum 10 minutes whatever he/she experienced in the Interview. At the end of 10 minutes time, the resume paper be collected from the candidate and be sent to the Chairman of the Selection Committee without any delay. The Chairman or any other Member of the Committee may read the resume to all the Members of the Committee and then by unanimous opinion award the marks or the Committee may authorise the Chairman to go through the resume paper and award the marks.
6. (a) By following the above procedure the marks out of 80 marks can be awarded at the time of screening of the application on the basis of attached documents. The merit list be prepared accordingly as per the number of available vacancies and highest ranking candidates should be invited for interview. The list of eligible candidates being invited for interview be displayed publically so that every candidate may know about his/her status.

- (b) The same procedure be followed for the vacancies belonging to reserve categories and separate eligibility list(s) are to be prepared for each category.
 - (c) The procedure of video-recording the interview of the candidates may be adopted, wherever possible.
7. The above-mentioned policy is to be followed in toto and strictly while recruiting the lecturers in Government Colleges and Government aided Colleges. It will be appreciated if even the un-aided Colleges also adopt this policy.
 8. PPSC and the Universities are also advised to adopt the above policy for recruitment of lecturers.

Note: Recruitment Policy in App.-II approved for only colleges affiliated to the University.

(Syndicate dated 21.6.2003 Para 15.10)

CHAPTER-XX
ORDINANCES GOVERNING THE SERVICE AND
CONDUCT OF THE NON-TEACHING EMPLOYEES
WORKING IN THE NON-GOVT. COLLEGES
AFFILIATED TO PUNJABI UNIVERSITY, PATIALA

1. *In these ordinances unless the context otherwise requires :*
 - (a) 'College' means a Non-Govt. college admitted to the privileges of the University.
 - (b) 'Employee' means a member of the Non-teaching staff in the service of a College.
 - (c) 'Appointing authority' means the Governing Body or the person authorised to make appointments.

 2. *Non-teaching staff in a college may be divided in the following categories :*
 - (a) Ministerial Staff
 - (b) Laboratory Technicians, Assistant Librarians, Library Assistants, Library Clerks, Laboratory Assistants, Lecture Assistants, Pharmacists, Mistry/Electricians.
 - (c) Peons, Daftries, Bearers, Chowkidars, Restorers, Library Attendants, Laboratory Bearers, Attendants, Beldar, Head Mali, Animal Collector Mali, Safai Karamchari, Orderly to Principal etc.
- AND
- (d) Any other category of non-teaching employees not specified above.

3. *Mode of appointment :*

- (i) The appointment to the non-teaching staff may be made by direct recruitment, promotion or transfer. While considering appointment by promotion to a higher post due consideration shall be given to seniority-cum-merit and to the recommendation of Principal regarding work and conduct of employee.
- (ii) The appointment, suspension and dismissal of the clerical staff shall rest with the Managing Committee of the college. However a temporary appointment for a period upto three months may be made by the Principal.
- (iii) The appointment, suspension, and dismissal of the peons, daftries, chowkidars, attendants or other employees of this cadre shall rest with the Principal of the college.

All the appointments of class-III employees may be made through open advertisement and the concerned Principal shall submit the case of selected employees to the University for approval.

3a. *Qualifications :*

The minimum educational qualifications for appointment to the various categories, shall be as under :-

- (i) *Office Superintendent Grade-I/Accounts Officer :*
M.A. or equivalent degree with seven years' experience as Senior Assistant/Accountant or equivalent post.
OR
B.A. or equivalent degree with 10 years' experience as Senior Assistant/Accountant or equivalent post.
- (ii) *Office Superintendent Grade-II/Assistant Accounts Officer :*
M.A. or equivalent degree with Two years experience as Senior Assistant/ or Accountant or equivalent post.
OR
B.A. or equivalent degree with Five years' experience as Senior Assistant/Accountant or equivalent post.

(ii)(a)Senior Assistant/Accountant :
B.A. or equivalent degree with 5 years' experience of office work.

OR

Under-Graduate with 10 years' experience of office work.
For the post of Accountant preference will be given to a person having experience in accounts.

- | | |
|--|---|
| (iii) Steno-Typist | Ist Division in Matric, 80 W.P.M. in short hand & 30 W.P.M. in typing. |
| (iv) Clerk-cum-Typist | Matric Ist Division or 2nd Division in +2 Or equivalent examination Or graduate & 30 W.P.M. speed of type-writing. |
| (v) Store-Keeper | Matriculate. |
| (vi) Assistant Librarian | B.Lib. Science or Library Assistant with 10 years experience. |
| (vii) Library Assistant | Matriculate with a Certificate in Library Science. |
| (viii) Library Attendant | Matriculate. |
| (ix) Restorer | Matriculate. |
| (x) Lecture Assistant | Ist division in Matric with Science subjects or 2nd division in +2 Science group or its equivalent exam. B.Sc. or Laboratory Assistant with 3 Years experience. |
| (xi) Laboratory Assistant | Matric 2nd division with Science subjects or Laborotary Bearer/ Attendant with Science subject having 3 years experience as Laboratory Bearer/attendant. |
| (xii) Dipsenser | Qualified Dispenser/ Pharmacist. |
| (xiii) Laboratory Attendant/
Bearer | Matriculate. |
| (xiv) Peons/Daftries/
Chowkidars | Middle Pass
(Preferably Matriculate). |

4. *Pay-Scale*
The minimum pay-scales for different categories of staff shall be the same as are applicable, from time to time, to such Non-Teaching employees working in the Government Colleges in the State. The Dearness allowance and other allowance as admissible under the term of appointment shall be at the rate fixed by the State Government.
Provided that in case of any incumbent already in service, if the existing pay-scale is better, he shall be allowed to continue to draw pay in existing pay-scale.
5. *Age of Entry*
No person shall be appointed to any post whose age is less than 18 years or more than 35 years on the date of appointment.
6. *Medical Fitness and Antecedents*
The rules regarding Medical Fitness and verification of character and Antecedents in the case of Teaching/Non-teaching staff working in Non-govt. colleges shall be applicable on the pattern of Teaching/Non-teaching staff working in Punjab Govt. Colleges.
7. *Probation*
Every person appointed to a substantive post shall be on probation for a period of one year. In case his work and conduct has not been found satisfactory, during the period, the Employer may extend his period of probation by one year more. In this case the employer must inform the employee in writing about it before expiry of his one year's probation. The probationary period shall, in no case, be extended beyond two years from the date of appointment.
After the expiry of the probation period, the employee shall be deemed to have been confirmed; Provided that if during the period of probation, the work and conduct of an employee is not found satisfactory, the appointing authority may :-
- (i) In the case person appointed by promotion/transfer, may revert him to the post held by him immediately before such appointment.
 - (ii) In the case person appointed by direct recruitment, terminate his services.

8. (a) *Pay on appointment*

The initial pay of an employee who is appointed by promotion or transfer to a post shall be fixed as follows :

- (i) When appointment to the new post involves the assumption of duties or responsibilities of greater importance than those attaching to the post he is holding, he will draw as initial pay the stage of time-scale next above his substantive pay in respect of the old post or the minimum of the time-scale of the new post whichever is higher.
 - (ii) When appointment to the new post does not involve such assumption, he will draw as initial pay the stage of the time scale which is equal to his substantive pay in respect of the old post, or, if there is no such stage, the stage next below that pay plus personal pay equal to the difference and in either case will continue to draw that pay until such time as he would have received an increment in the time-scale of the old post or for the period after which an increment is earned in the time-scale of the new post, whichever is less. But if the minimum of the time-scale of the new post is higher than his substantive pay in respect of the old post he will draw that minimum as initial pay;
- (b) The initial pay of an employee who is recruited by direct appointment will be fixed at the minimum or at such higher stage in the sanctioned scale as may be determined by the appointing authority.
 - (c) The authority which orders the reduction in rank of an employee as penalty from a higher grade to a lower grade of pay, may allow him to draw pay not exceeding the maximum of the lower grade of post which it may think proper.
 - (d) If an employee is on account of misconduct or inefficiency reduced to a lower grade or post or to a lower stage in his time-scale, the authority ordering such reduction may determine the period for which it shall be effective.

9. *Termination of Services*

- (i) The services of an adhoc employee may be terminated by appointing authority without assigning any reason and giving any notice.
- (ii) The service of an employee on probation can be terminated at any time on the ground of his work and conduct being not satisfactory. If an employee on probation wishes to resign from service, he shall give one month's notice in writing to the college. If the employee fails to give such a notice, the college shall recover one month's salary or salary for the period by which the notice falls short of one month from him in lieu of such notice unless otherwise directed by the appointing authority.
- (iii) The service of confirmed employee may be terminated by following procedure laid down under the Punjab affiliated Colleges (security of Service of Teachers) Act, 1974.

NOTE : Salary for the purpose of this Ordinance shall mean total emoluments drawn monthly by the employee on the date of relinquishing the charge of his duties.

10. *Revision of pay-scales*

The holder of a post, the pay-scale of which is revised shall be allowed pay in the revised scale in accordance with the instructions issued by the Govt. in this behalf.

11. *Increment*

An increment shall be drawn as a matter of course, unless it is withheld by the appointing authority. An increment may be withheld if work and conduct of an employee has not been satisfactory. When it is proposed to withhold the annual increment of an employee no order shall be passed imposing this penalty unless the employee concerned has been given an adequate opportunity to make any representation that he may desire to make and such representation has been taken into consideration.

12. *Age of retirement*
All whole-time employees of the college not holding a tenure post, shall retire on attaining the age of 60 years.
13. An employee, before leaving the college service, shall hand over the charge of his post to a duly authorised employee and shall return to the college all books, apparatus, furniture etc. issued to him and shall pay in full all the charges due from him for occupation of residential quarters, municipal taxes, water and electricity charges etc. If he fails to do so, the Principal shall recover the amount due from him, on account of the above items, from his last salary or from the college contribution to his provident fund.
14. An employee who is in occupation of residential accommodation of the college shall be in the status of licensee and shall on leaving the service of the college vacate the residence allotted to him by the college.
15. *Service Record*
 - (i) Service Record of each employee of the college shall be maintained by the Principal's office on the printed service books prescribed for the purpose.
 - (ii) Separate personal files of the employees shall be maintained by the Principal's office.
 - (iii) Confidential Report in the proforma of each employee shall be recorded every year in the month of April and shall be maintained by the Principal. Adverse remarks, if any, shall be communicated to the concerned employee who will be entitled to represent against such remarks to the appointing authority within three months of the communication of such remarks. The orders passed by the appointing authority in this behalf shall be final.
16. *Working Hours*
The working hours for class III employees would be 42 hours per week of six working days and class IV employees 48 hours per week of 6 working days. The total span of duty for class IV employees should not exceed 12 hours a day.

17. *Payment of Salary*
The Non-teaching staff in a college shall be paid their salary regularly and ordinarily not later than the 10th of the month of following the one for which the salary is due.
18. *Medical Facilities.*
The Medical facilities will be provided to the employees in accordance with such rules as are framed for the teachers of the college in this behalf from time to time.
19. *Leave*
Leave cannot be claimed as a matter of right. When the exigencies of service so require, a discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant leave.
Leave account shall be maintained by the Head of the institution. All leave other than casual leave must be duly entered in the service book of the employee & his leave account completed as soon as it is sanctioned.
20. An employee, who resigns or is discharged from the employment of the college cannot, if re-employed after an interval, count his former service towards leave without the permission of the authority re-appointing him.
21. If an employee, who is dismissed or removed or suspended is reinstated the authority competent to order the reinstatement shall make specific order as to whether the period spent on dismissal or removal or suspension, as the case may be, counted as the duty for the purpose of leave.
22. An employee shall be entitled to half the summer, autumn and winter vacations.
If an employee is not permitted by the Principal to avail of the due vacation spell, he would be entitled to privilege leave subject to a maximum of 30 days to be calculated in the proportion of total of summer, autumn and winter vacations to the total entitlement of 30 days. For example, if the total spell of three vacations is 50 and in a particular vacation spell of 10 days the employee could not be granted vacation then the entitlement to privilege leave would be in the ratio of 3:5. Full pay shall be granted to an employee while on privilege leave. Such leave may be combined with medical leave.

23. The college shall follow the rules of Punjab Government for leave on Medical grounds viz. half pay leave or commuted leave. Such leave will be granted on production of Medical Certificate from the College Medical Officer or such other authority as the college management may prescribe.
24. In case of necessity, leave without pay may be granted at the discretion of Principal, subject to the condition that no employee may be granted such leave for more than 2 years during the whole period of service; Provided that in the case of leave without pay, the annual increment of the employee shall be deferred by the period spent as such on leave without pay.
25. The maximum limit of Maternity Leave to the women employees shall be 180 days without the necessity of production of a medical certificate. Extension, if any beyond 180 days shall, however, be permissible by the grant of leave of the kind due. The other eligibility conditions shall continue to be applicable as here-to-fore.

Leave on account of miscarriage abortion shall be admissible only in those cases where a woman employee has less than two living children. The others having two or more children shall not be entitled to avail of this concession but, if required can be sanctioned leave of the kind due, on the production of medical certificate. The certificate of a Principal Medical Officer or Assistant Civil Surgeon or Gazetted Medical Officer may however be called for in case of doubt.

In accordance with the conditions/ recommendations contained in Punjab Government letter No. 1/10/98/-3FP 2/3187 dated 9.4.2002, male employees shall also be entitled to paternity leave for 15 days.

26. (a) Casual leave may be granted to a permanent employee during a calendar year, as under :
- | | |
|---|-------------------|
| (i) With service up to 10 years | 10 days in a year |
| (ii) With service between 10 and 20 years | 15 days in a year |
| (iii) Exceeding 20 years | 20 days in a year |

Mode of calculation

- (a) From the date on which an employee completes his 10th or 20th years of service, as the case may be, he will be entitled to leave in that year according to the next higher slab. Thus, if an employee completes 10 years service on the 30th September, 1990, he will be entitled to 15 days casual leave for the entire year of 1990.
- (b) Casual leave shall always be applied for and got sanctioned before it is availed of. In case of urgency, however, this condition may be waived of at the discretion of the sanctioning authority.
- (c) The authority competent to grant casual leave shall be the Principal in case of employees working under his administrative control.

- Note :1. Sundays and other college holidays falling within the period of casual leave shall not be counted as casual leave.*
2. *Not more than 10 days casual leave will be allowed at a time. Casual leave cannot be combined with any other leave. It can be combined with holidays provided that the total period including the holidays does not exceed ten days.*

All women employees in service shall be entitled to 20 casual leaves every year irrespective of number of years of service put in by them.

27. Five special casual leaves may be allowed to office bearers of Teachers' Association of Non-Govt. affiliated colleges as is being allowed in case of office bearers of Punjabi University Teachers Association. It is understood that half of such casual leave so availed, shall be deducted from their Casual Leave account and the remaining half of the Casual Leave will be counted as special Casual Leave. The maximum Special Casual Leave should not exceed five in a year.
28. The Non-teaching staff of the colleges shall be entitled to eight days earned leave for every completed year spent on duty. This concession of earned leave of eight days shall not be admissible to such employee in respect of any year in which he is prevented from availing himself of the full vacation as he is entitled to the earned leave as is admissible to the vacational staff. If any employee avails himself of a part of vacation the earned leave proportionately admissible to him in lieu of unavailed vacation together with eight days additional earned leave will not exceed the maximum earned leave admissible to him under the rules.
29. Library staff working in the affiliated Non-Government colleges shall be deemed to be Non-vacational staff.

Laboratory staff shall be deemed to be vacational staff subject to the condition that they will be on duty during Theory & Practical examinations.

Laboratory staff of the non-Government colleges shall be deemed to be vacational staff subject to the condition that the principal will have full powers to assign them any University/ Government/College work, as may be required during the vacation.

30. In addition to the benefit of the Provident Fund an employee at the time of retirement shall be granted by the Governing Body a gratuity of a sum equivalent to one fourth of his pay last drawn for each completed six monthly period of qualifying service subject to 16½ (Sixteen and half) times the pay; provided that in no case gratuity shall exceed the amount as fixed by the Punjab Government from time to time for its employees. In the event of death of an employee while in service the gratuity shall be subject to minimum of 12 times the pay of an employee drawn at the time of his death; provided that in no case shall it exceed the amount as fixed by the Punjab Govt. from time to time for its employees.

Provided that:

In case of Class IV employees no gratuity shall accrue for any service exceeding 35 years.

31. In case of death of any non-teaching employee in service, his/her next of the kin may be appointed in the college if a post is available and the incumbent fulfills the requisite qualifications.

Conduct:

32. Every employee shall at all times maintain absolute integrity and devotion to duty.
33. Every employee shall abide by and comply with the rules of the college and all orders and directions of his authorities issued from time to time.
34. Every employee shall extend utmost courtesy and attention to all persons with whom he has to deal in the course of his duties.
35. Every employee shall endeavour to promote the interest of the college and shall not act in any manner prejudicial to the interest of the college.
36. No employee shall, except with the previous sanction of the college authority wholly or in part, conduct or participate in editing or managing of any newspaper or any other periodical publication.

37. No employee shall, in any Radio-Broadcast or any documents published anonymously or in his own name or the name of any other person, or in any communication to the Press or in any other public utterance, make any statement or express any opinion.
- (i) Which has effect of any adverse criticism of any decision of his Principal/Governing Body of the college concerning the Management or the college authorities or any current or recent policy or action of the college authorities.
 - (ii) Which is capable of embarrassing the relations between the services in the college;
- OR
- (iii) Which involves personal attacks and insinuations against his colleagues and subordinates/superiors.
38. No employee shall, except in accordance with the general or special orders of the Principal or college Authorities or in the performance of the duties assigned to him, convey directly or indirectly any official documents or information to any person to whom he is not authorised to convey the said documents or information.
39. No employee shall bring or attempt to bring any political or other outside influence to bear upon any authority to further his interests in respect of matters pertaining to his services under the college.
40. The employee shall so manage his affairs as to avoid habitual indebtedness or insolvency. Any employee against whom any legal proceedings are instituted for the recovery of any debt due from him adjudging him as an insolvent shall forthwith report the full facts of the legal proceedings to the college concerned.

NOTE : The burden of proof that the insolvency for indebtedness was the result of circumstances which with the exercise of ordinary diligence the employee could not have foreseen or over which he had no control and has not proceeded from extravagant or dissipated habits, shall be upon the employee concerned.

41. No employee of the college shall apply for any post outside the college except through the Principal. In one calendar year, not more than two applications for outside post will be forwarded and the record will be maintained by the Principal's office.
42. The following minor penalties may, for good and sufficient reasons be imposed upon an employee :
 - (i) Censure
 - (ii) Withholding of increment(s) with or without commulative effect or promotion.
 - (iii) Recovery from pay of the whole or part of any pecuniary loss caused to the college by negligence or breach of orders.
43. *Procedure for imposing of penalties :*
 - (a) No order imposing on employee any of the Penalties specified in clause (i) to (ii) or rule 43 shall be made except after :
 - (i) Informing the employee in writing of the proposal to take action against him and of the imputations of misconduct or misbehaviour on which it is proposed to be taken and giving him a reasonable opportunity or making such representation as he may wish to make against the proposal;
 - (ii) holding an inquiry in every case in which the punishing authority is of the opinion that such inquiry is necessary;
 - (iii) taking the representation, if any submitted by the employee under clause (i) and (ii) and the record of inquiry, if any held under clause (ii) into consideration; and
 - (iv) recording a finding on each imputation of misconduct or misbehaviour; and
 - (b) the record of the proceedings in such cases shall include :
 - (i) A copy of the intimation to the employee of the proposal to take action against him;

- (ii) A copy of the statement of imputation of misconduct or misbehaviour delivered to him;
 - (iii) his representation, if any;
 - (iv) the evidence during the inquiry if held;
 - (v) the findings on each imputation of misconduct or misbehaviour ; and
 - (vi) the orders on the case together with reasons thereof.
44. No employee shall be dismissed or removed or reduced in rank except after an enquiry in which he has been informed of the charges against him and given a reasonable opportunity of being heard in respect of these charges.

The imposition of such penalties shall be governed by the Punjab affiliated colleges (security of service Act), No. 25 of 1975 as ammended from time to time.

CHAPTER-XXI
CONTRIBUTORY PROVIDENT FUND RULES FOR
TEACHING AND NON-TEACHING EMPLOYEES
WORKING IN NON GOVT. AFFILIATED
COLLEGES

1. Part-A Contributory Provident Fund

In these rules :

- (i) 'Pay' means monthly pay and does not include personal pay or other allowances for the purpose of these rules.
 - (ii) 'Subscriber' means an employee on whose behalf a deposit is made under these rules.
 - (iii) 'Interest' means the interest which is paid by nationalised banks or Co-operative banks or in government securities.
 - (iv) 'Committee' means the Governing Body of the college concerned.
 - (v) 'Family' means :
 - (a) In the case of male subscriber, the wife or wives and children of the subscriber and widow or widows and children of a deceased son of the subscriber.
 - (b) In the case of a female subscriber, the husband and children of the subscriber and the widow or widows and children of a deceased son of the subscriber.
2. These rules shall apply to all employees holding non-pensionable posts in non-Government colleges, admitted to the privileges of the University.
3. The control of the fund shall vest in the Dean, College Development Council, Punjabi University, Patiala.
- Every subscriber must on joining the fund sign a certificate in token of acceptance of the rules in form 'C' appended to these rules.

4. Every employee shall, subject to these rules be required to subscribe to the provident fund at the rate of 10% of his pay from the date of his confirmation.
5. The Governing Body shall make a contribution to the deposit account of each subscriber equal to the amount of deduction made from his/her pay under the preceding rules. Such contribution shall be credited to the fund month by month in favour of such employee together with the amount deducted from his/her pay.
6.
 - (i) The sums credited to the account of subscribers monthly under rules 4 & 5 in the Provident Fund ledger maintained by the college shall be deposited into the Post-Office Savings bank account or into a savings account of Co-operative bank approved by the Registrar of Co-operative Societies or Nationalised Banks. Such payment should, whenever possible, be made into the bank between the 1st and the 10th of each month in order that interest for that month may accrue. The bank account for each individual subscriber shall be kept separately in the name of the subscriber concerned jointly with the Principal and in the case of Principal jointly with the Secretary, Governing Body of the college and separate pass-books should be issued in each case.
 - (ii) No amount can be withdrawn from such account except as provided in rules 8,10 and 16 below.
 - (iii) Accounts of investments made under this rule must be maintained in form 'A' annexed hereto.

Note: Notwithstanding rules (ii) above deposits: upto maximum of 75% may, with consent of the subscriber be withdrawn and invested in Government Securities or in any scheme of U.T.I, or of the post-office or in fixed deposit of any 'A' class scheduled bank or co-operative bank approved by the Registrar of co-operative societies.

7. Every subscriber shall be required to nominate* in form 'B' (appended) the person or persons he desires to be beneficiary upon his death to the balance to his credit in the fund; provided that where such a subscriber has wife or children, such wife or children shall be nominated as beneficiaries in preference to any other person or persons.

The Governing Body will not be bound by or recognise any assignment or encumbrance created or attempted to be created which effects the disposal of accumulations of subscriber who dies before retirement.

8. The deposits and contributions, with interest thereon, at the credit of any subscriber or such part of them as he may be entitled to, may with the sanction of the Dean, College Development Council, be withdrawn by the Governing Body from the Post-Office Savings bank or approved Co-operative bank or Government Securities in the following cases :-
- (i) On the demise of the subscriber, the amount to his credit in his provident fund account including the interest thereon shall be paid to his nominee within two months or his legal heir or heirs if there is no nomination, within two months of the production of requisite legal documents.
 - (ii) In case of retirement of a subscriber or his having been declared medically unfit for further service, the amount to his credit in his provident fund account including the interest thereon, shall be paid to him by the Governing Body/Principal within two months.
 - (iii) An employee granted leave preparatory to retirement may be permitted to withdraw the sum to which he is entitled at any time during leave.

* The subscriber shall have the right to revoke the nomination and make a fresh nomination at any later stage.

- (iv) On his resignation, (subject to the provisions of rule 10) he shall receive:
 - (a) After less than three years service, his own deposit with interest thereon together with 5% of the Governing Body's contribution in the fund standing to the credit of his account.
 - (b) After three years 'completed service', his own deposits with interest thereon together with 20% of the Governing Body's contribution, in the fund standing to the credit of his account.
 - (c) After four years' completed service, his own deposits with interest thereon together with 40% of the Governing Body's contribution, in the fund standing to the credit of his account.
 - (d) After five years' completed service, his own deposits with interest thereon together with 50% of the Governing Body's contribution and thereafter annual increment of 10% of the Governing Body's contribution for each additional years of completed service up to 100% of or the full balance in the fund to the credit of his account.
 - (v) If an employee services are dispensed with for no fault of his own e.g. owing to retrenchment, he shall be paid the full balance to his credit without any deduction.
 - (vi) To make advances as provided in rule 16.
 - Note: The term 'Service' or completed service accruing in this rule means the length of such service from the date of joining Provident Fund.*
9. In case an employee resigns to take up an appointment in another college, institution or is transferred to another college which has a C.P.F. scheme, the balance at the credit of his provident fund account, notwithstanding anything contained in rule 8 above, shall, instead of being paid to him, be transferred to the credit of a similar account in his name in the new college/ institution.

10. If a teacher is dismissed or leaves a college in contravention of a written agreement the Governing Body with the consent of the Dean College Development Council or such officer appointed by him in this behalf pay to him only his own deposits, together with 5 per cent of the balance at his credit in the fund and may withhold from the whole or part of any further sum to which he would ordinarily be entitled under rule 8. The depositor's own deposits cannot be forfeited.
11. A separate account shall be opened with the bank concerned in the name of the Governing Body for depositing any sum of money withheld from a teacher under the preceding rules. The account shall be called the 'Employees Welfare Fund Account'. Money at the credit of this account may with the approval of the Dean College Development Council, be utilised for compassionate allowances and gratuities to destitute employees of the college and their widows and dependents.
12. A separate account, in Form A (Appended), shall be kept in the College office for every subscriber and a copy of this account shall be furnished to every subscriber within three months after the close of the financial year to which the account relates.
13. Amounts credited or debited to the Provident Fund shall, on the same day, be posted into the Provident Fund Ledger, in Form A (appended) in full detail. The figures in the Provident Fund Ledger should be reconciled with the Pass-book at the end of every financial year.
14. No voluntary deposits from teachers will be credited to the Provident Fund.
15. Subscribers are not entitled to subscribe to the Provident Fund while on leave without pay.

16. RULES RELATING TO ADVANCE FROM THE PROVIDENT FUND OF EMPLOYEES (Teaching & Non-teaching) WORKING IN NON-GOVT. AFFILIATED COLLEGES

16.1. When the pecuniary circumstances of a depositor are such that drawing of an advance from the Provident Fund is necessary, the Governing Body with the approval of Dean, College Development Council, may, if satisfied, sanction the advance for any one of the following approved purposes:-

Approved purposes for which advances from CPF are admissible.	Limit in terms of monthly salary/amount upto which admissible.	No. of monthly instalments in which recoverable.
(a) (i) Purchase of house; or (ii) Construction of house; or (iii) Land for a house.	(a) (i) to (iii) 24 months salary	(a) (i) to (iii) 96 monthly instalments
(b) (i) Marriage of Depositor's son. (ii) Marriage of Depositor's daughter or dependent sister. (iii) Betrothal of Depositor's daughter or dependent sister or depositor's own betrothal (in case of women depositor)	(b) (i) 10 month's salary (ii) 18 months salary (iii) 3 months salary	(b) (i) 40 monthly instalments (ii) 72 monthly instalments (iii) 12 monthly instalments
(c) (i) Purchase of Motor Car (ii) Purchase of Motor Cycle or a scooter	(c) (i) 12 months salary or the cost of vehicle whichever is less (ii) 6 months salary or the cost of vehicle whichever is less	(c) (i) 48 monthly instalments (ii) 24 monthly instalments
(d) (i) To meet the cost of education of the depositor himself or of any person actually dependent on him in the following type of courses:-	(d) (i) to (ii) 9 month's salary	(d) (i) to (ii) 36 monthly instalments

- (1) For education outside India whether for an academic, technical, professional or vocational courses;
- (2) For medical, engineering and other technical or specialised courses in India beyond the High School stage; provided that the course of study is not less than one year.
- (ii) To meet the cost of overseas passage of the subscriber if the travel subsidy is not allowed by the sponsor.
- (e) (i) To meet expenses on the illness of the depositor or dependent members of his family. (e) (i) 6 month's salary (e) (i) 24 monthly instalments
- (ii) To meet any other expenses considered reasonable by the Governing Body with the approval of the Dean, College Development Council. As above As above.

Provided that the amount of advance shall not exceed half the amount standing at the credit of the depositor on the last day of the preceding month.

Provided further that for purchase of a house or for construction of house upto 75% of the amount standing at his credit may be advanced.

Note: 1. 'Salary' for the purpose of advance (refundable as well as non-refundable) from Provident Fund shall mean pay plus allowances excluding City Compensatory and House Rent Allowance.

2. The term 'Family' used in this rule shall have following meaning:

'Family' means a depositor's wife or husband as the case may be, residing with him/her and dependent upon the depositor and legitimate children and step children residing with and wholly dependent upon the depositor. It includes in addition parents, sisters, and minor brothers if residing with and wholly dependent upon the depositor.

- (a) The term 'Legitimate Children' in this rule does not include adopted children except those adopted under the Hindu Law.
 - (b) The term 'Child/Children' used in this rule includes major sons and unmarried daughters so long as they are residing with and wholly dependent on the parents (the depositor) and subject to the condition being fulfilled, it includes widowed daughter also.
 - (c) Not more than one wife is included in the term 'family' for the purpose of these rules.
 - (d) An adopted child shall be considered to be a legitimate child, if under the personal law of the depositor, adoption is legally recognised as conferring on it the status of a natural child.
3. No employee shall be entitled to an advance out of Provident Fund unless he had contributed to the fund for a period not less than 3 years.
- 16.2 (a) The grant of advance out of Contributory Provident Fund will be further subject to the following conditions for all depositors. (Attested copies of the documents mentioned may be furnished for purposes of securing the loan):-
- (i) For the purchase of a house or land for a house, the letter of allotment from the authority such as Government Improvement Trust, Housing Board/ Housing Society etc., will be submitted alongwith the application.

In the case of deal through private source (s), all the papers relating to the purchase will be submitted within 3 months of the settlement of the deal failing which the entire amount alongwith interest thereon shall become refundable, immediately in lumpsum.

- (ii) For the construction of a house, documentary proof in support of his title to the land being exclusively in the name of the depositor and/or his spouse shall be supplied. Title of land should be clear and free from encumbrances. An attested copy of allotment order of the plot or registration deed of land or copy of mutation/jamabandi etc., should be attached.
- (iii) If the land/plot is in urban area, an attested copy of the plan sanctioned by the Estate Officer/Municipal Committee/Notified Area Committee/Improvement Trust/Municipal Corporation shall be furnished.

In the case of land in rural area such verification from the local gram panchayat shall be made available.

- (iv) In case the validity period of the plan was already expired, it should be got re-validated clearly indicating the period upto which it is valid;
- (v) It should be certified that the applicant has no other plot/house exclusively in his name or in the name of any member of his family.
- (vi) The advance for construction of a house will be allowed in 4 instalments on the verification by the prescribed authority regarding the progress of construction in the following manner:-
 - (a) First instalment equal to 20 per cent of the advance admissible for starting construction.
 - (b) Second instalment equal to 20 per cent of the advance admissible after the house has been brought to the plinth level.
 - (c) Third instalment equal to 30 per cent of the advance admissible when the house has been completed upto the roof level.
 - (d) Fourth instalment equal to 30 per cent of the advance viz. balance after the roofs have been completed.

- (b) While submitting application for advance for the purpose enumerated in Rule 16.1 (b), the date of marriage will be indicated and if the marriage/betrothal is not solemnised within 6 months of drawal of advance, the entire amount will become refundable in lumpsum alongwith interest due thereon.
- (c) For the purchase of motor car/scooter/motor cycle, the documents relating to purchase, registration/insurance will be submitted within 2 months of the grant of advance for verification, failing which the entire amount shall become refundable in lumpsum alongwith interest due thereon.
- (d) For the advance in respect of Rule 16.1 under clause (d) (i) and (ii) the letter of admission/grant of fellowship will be submitted with the application. For advance in respect of (d) (i) (2) the amount will be released annually according to the duration of the course or the special requirement thereof.
- (e) For advance in respect of purposes in Rule 16.1 under clause (e), the requisite proof in support of the need to the satisfaction of the Dean, College Development Council, as the case may be, shall be submitted.

16.3 Wrongful use of advance:

Notwithstanding anything contained in the Provident Fund rules, if the sanctioning authority is satisfied that money drawn as advance from the fund under these rules has been utilised for a purpose other than that for which sanction was given to the withdrawal of the money, the amount in question shall forthwith be repaid by the subscriber to the fund, or in default be ordered to be recovered by deduction in instalments to be determined by the Governing Body from the emoluments of the subscriber even if he be on leave.

- 16.4 During the period that the depositor is on full salary, the capital of such advance must be repaid by compulsory deduction from his salary from the month following the one in which advance was drawn by equal instalments, during the period prescribed in Rule 16.1 above.

A subscriber may at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees the amount of the advance being raised or reduced, if necessary; to arrive at the fixation of such instalments. After the completion of repayment of the capital, the depositor shall pay in the next month(s) the amount of interest at the rate then in force that would have been credited to him if he had not drawn the advance.

16.5 When an advance is sanctioned under Rule 16.1 before payment of last instalment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.

17. Notwithstanding anything contained in 16.1 above, employees who have put in 12 years' service, or is due to retire within ten years from the date of advance, may be permitted an advance from their Provident Fund on non-refundable basis on the condition that the advance shall not exceed the employee's own contribution for the following purposes:

- | | | |
|-----|---------------------------------|---------------------|
| (a) | (i) Purchase of built up house; | } 24 months' salary |
| | (ii) Construction of house;and | |
| | (iii) Land for house | |
| (b) | (i) Son's marriage | 5 months' salary |
| | (ii) Daughter's marriage | 12 months' salary |

An employee of a non-government affiliated college may, however, refund the whole or a part of the advance taken by him/her.

NOTE: The conditions for grant of advance on non-refundable basis out of Provident Fund Account will be the same as for advance for refundable basis.

18. On a depositor leaving a college, his account shall be closed and unless the amount to which he is entitled under these rules is withdrawn; within one year, it shall be written off as a dead account and repaid only under the order of the Dean, College Development Council or an Officer appointed by him in this behalf.

19. When an account becomes 'dead' the balance at the credit thereof must be credited to the employees Provident Fund Account of the College as miscellaneous receipt.

PART B

GENERAL PROVIDENT FUND

1. Any confirmed employee may at his option, become a member of the General Provident Fund.
2. The subscription to the fund as well as to the contributory Provident Fund shall be such as leaves him with a carry-home salary of atleast 40% of his emoluments excluding house rent, rural allowance and medical allowances. Such subscription shall be deducted monthly from the salary of each depositor by the Drawing & Disbursing Officer or other officer whose duty is to pay such salary, and the amount deducted shall be credited into the General Provident Fund to the credit of the depositor. No subscription shall be made to the General Provident Fund by an employee who is on leave without pay.
3. An employee may become a member of the fund at any time during the year but he shall have the option to decrease or increase the amount of subscription twice during the course of the year (in the months of March & September) subject to the maximum limit as prescribed in rule 2 above.
4. The bank account for each individual subscriber shall be kept separately in the name of the subscriber concerned jointly with the Principal/Secretary of the college on behalf of the subscriber and separate pass-books should be issued in each case.
5. For withdrawal of advances from the Fund, the same rules as for Punjabi University employees shall be applicable.
6. An employee shall be entitled to refund of the whole amount standing to his credit on retirement or on quitting the college service.

7. A subscriber may make a declaration in Form 'A' signed by him and attested by two witnesses in his Provident Fund pass book stating the name or names of the persons to whom he desires that in the event of his death, the whole or any part of his deposit shall be paid. Such nomination may, at any time, be revoked by the subscriber or replaced by a fresh nomination. Register of such nominees shall be kept in the college office. If the employee has made such a declaration, the payment shall be made in accordance therewith and no succession certificate shall be required. On such payment being made, the college shall be absolved of all liability in connection therewith. If however, no such declaration has been made, the payment shall be made to the legal heir or heirs of the depositor on production of legal documents.
8. Every subscriber shall be bound by these rules and shall sign an agreement in Form-B.

C.P.F. FORM- 'A'
PROVIDENT FUND LEDGER IN RESPECT OF EMPLOYEES WORKING IN
NON-GOVT. AFFILIATED COLLEGES

NAME OF THE COLLEGE.....

Name and Designation.....

S.No.	Month with year	Emplo- yee's Share	Emplo- yer's Share	Interest	Total deposit of fund in the account of employee.	Date of with- drawals	Repay- ment of loan/ advance.	Balance	Date of re- signa- tion/ termi- nation etc. of the emplo- yee if any.	Empl- oyer's share of fund paid to the empl- oyee on resig- nation etc.	Balance of empl- oyer's share in respect of emp- loyees termi- nated/ resign- ed.	Date of refund of unpaid employer's share to Govt. Gover- ning Body.	Remarks
1	2	3 Rs. P.	4 Rs. P.	5	6 Rs. P.	7 Rs. P.	8 Rs. P.	9 Rs. P.	10 Rs. P.	11 Rs. P.	12 Rs. P.	13	14

C.P.F. FORM 'B'
NOMINATION FORM FOR SUBSCRIBERS TO
CONTRIBUTORY PROVIDENT FUND IN NON-
GOVERNMENT COLLEGES ADMITTED TO THE
PRIVILEGES OF THE UNIVERSITY

Name of the subscriber: _____ Account No.....
 (For*subscriber)

I hereby declare that in the event of my death, the amount at my credit in my Provident Fund of College.....shall be distributed among the persons mentioned below in the manner shown against their names.

The amount due to nominee who is a minor at the time of my death should be paid to the person whose name is given in column 5.

Name and address of the nominee or nominees	Relation-ship with the subscriber	Whether major or minor, if minor state his age	Share of each nominee	Name and Father's name and address of the person to whom payment is to be made on behalf of the minor	Remarks
1	2	3	4	5	6

Two Witnesses to signature of subscriber
 Witness No.1 _____ Witness No.2 _____
 Signature..... Signature.....Signature of Subscriber
 Occupation.....Occupation.....Occupation of Subscriber
 Address.....Address.....Address of Subscriber.
 Station:
 Dated:

*Here state unmarried, married or widower.

C.P.F. FORM 'C'

(To be filled in and signed by every subscriber on admission to the fund)

I hereby agree to abide by the Contributory Provident Fund Rules, laid down in Appendix II to the 'Ordinances to Govern Service and conduct of Teachers in Non-Government Affiliated Colleges'.

Dated

Name

Signature of subscriber

Name of the College

Town or District

Witness

Signature

Address

.....

.....

G.P.F. FORM 'B'

(To be filled in and signed by every subscriber on admission to the fund)

I hereby agree to abide by the General Provident Fund Rules, laid down in Appendix II to the 'Ordinances to Govern Service and conduct of Teachers in Non-Government Affiliated Colleges'.

Dated

Name

Signature of subscriber

Name of the College

Town or District

Witness

Signature

Address

.....

.....

CHAPTER XXII
SENIORITY RULES FOR COLLEGE TEACHERS
IN NON-GOVERNMENT COLLEGES
AFFILIATED TO
PUNJABI UNIVERSITY, PATIALA

1. The Seniority of a Lecturer will be determined from the date of his/her joining regular whole time service in the college, Provided that:
 - (i) the order of merit determined by the duly constituted selection committee, is not disturbed in fixing the seniority.
 - (ii) the seniority of the lecturers in a number of subjects selected at one time is fixed according to the ranks given to them by the selection committee.

Explanation:

- (a) a duly constituted selection committee means a committee formed in pursuance of the instructions contained in terms and conditions for the 95% deficit Grant-in-aid scheme.
- (b) the lecturers recruited under one employment notice duly approved by the University though interviewed on different dates, may be taken as selected at one time.
- (c) the candidates who have been ranked at No. 1 by the Selection Committees in various subjects shall be grouped together and the older member shall be senior to others. Similarly, candidates ranking at No. 2,3, etc. shall be taken from the different subjects and grouped together and the elder member shall be senior to a younger member. In case two or more candidates have the same date of birth in the same group, the candidate who joins first shall be senior to others.

2. In case of any break in service, previous service shall not be counted towards seniority.
3. There will be joint Seniority list for all lecturers in a college.
4. In the case of the institutions controlled by the same Management, the joint Seniority list as maintained by the Management will be accepted; Provided it is in accordance with the University rules.

Notes :

In case there arises any dispute with regard to the seniority of the lecturers selected before the introduction of the procedure for selecting lecturers through duly constituted committees, it may be resolved as under:-

- (i) the lecturer recruited in higher grades be taken as senior to the lecturer working in lower grade;*
- (ii) the grant of advance increments on the basis of his/her merit or pay protection on the basis of service in a previous college should not mean placement in higher grade;*
- (iii) the regular wholetime continuous service be the basis of seniority;*
- (iv) if the date of joining of two or more lecturers is the same, the person older in age be considered as senior. In case the age of the lecturers is also the same then over all academic merit will prevail.*

CHAPTER-XXIII
CONSTITUTION OF THE PUNJABI
UNIVERSITY CATEGORY 'A' OFFICERS
ASSOCIATION (NON-TEACHING), PATIALA

1. **NAME**

This Association shall be known as the Punjabi University Category 'A' Officers Association (Non-Teaching) hereinafter referred to as the Association.

2. **OFFICE**

The Office of the Association shall be located at Punjabi University Campus, Patiala.

3. **AIMS AND OBJECTIVES**

The Aims and objectives of the Association shall be:

- (i) To secure for officer's community their rightful status-professional, Social and Economic.
- (ii) To strive for:-
 - (a) Improvement of professional standards;
 - (b) expansion of administrative positions;
 - (c) making administration as servant of the people and more relevant to the needs of the society.
- (iii) to establish contacts with other organizations with similar aims and objects.
- (iv) to undertake and organise such activities as may be deemed necessary and proper for the attainment of the aforesaid aims and objectives.
- (v) to promote cordial inter-personal relationship amongst the officers in particular and all other employees of the university in general.

4. **MEMBERSHIP**

- (a) The membership of the Association shall be open to:-
 - (i) All 'A' Class Officers of the university.
 - (ii) Heads of the Non-teaching Departments.
- (b) Every member shall pay Rs 50/- as annual subscription. The Secretary of the Association shall maintain an upto-date list of members of the Association, clearly showing against each name whether the member concerned has, or has not paid his annual subscription and the date on which such subscription was paid alongwith the receipt No.
- (c) A member of this Association shall not become a member of any other Association/Union recognised by the University.

QUALIFICATIONS FOR MEMBERSHIP

- (i) That he is a whole-time employee of the University;
- (ii) That he has paid the prescribed membership fee and subscription;
- (iii) That he is not charged with any offence involving moral turpitude or any other criminal offence.
- (iv) That he is not a suspended employee. In case of his suspension from service after his enrolment as member of the Association/Union his membership from the Association/Union shall, *ipso facto*, be deemed to have been suspended.

5. **GENERAL BODY**

All the members of the Association will constitute the General Body of the Association. The General Body shall be the controlling and policy making body of the Association.

6. **EXECUTIVE COMMITTEE**

- (i) (a) The Executive Committee shall consist of a President, a Vice-President, a Secretary, a Joint Secretary, a Treasurer and 6 other members;

- (b) The General Body at its annual meeting to be held in the month of January every year shall elect through secret ballot, office bearers and other members of the Executive as per procedure laid down in Regulation 18 *infra*.
 - (ii) Not more than one member from one Department or Branch shall be elected for the Executive.
 - (iii) A member of the Executive Committee may tender his resignation at any time, provided that no resignation shall become effective before the conclusion of the meeting in which the resignation is accepted by the General Body.
 - (iv) In case of resignation of the President and/or the Secretary, the resignation shall be placed before the General Body which may or may not accept it. In the case of acceptance of the resignation, the bye-election to fill the vacancy will be notified, with approval of the Executive Committee within 15 days of the acceptance of the resignation. The bye-election shall also be through secret ballot under the same procedure as is adopted for the annual election. The person so elected shall hold office for the remaining term.
 - (v) In case of a vacancy in any of the officers other than the President and the Secretary or in the membership of the executive, the Executive Committee shall have the power to fill in the vacancy for the remaining part of the term.
 - (vi) In case of any member of the Executive Committee other than the President and the Secretary remains absent in four of its consecutive meetings, he may be removed from its membership, if the Executive Committee is not satisfied with the reasons for the absence.
7. **DUTIES AND FUNCTIONS OF THE OFFICE-BEARERS**
- (i) The President shall be *primus inter pares* member of the Executive. He shall preside over all the meetings of the General Body and the Executive Committee.
 - (ii) Vice-President shall in the absence of the President, perform all the functions of the President.

- (iii) The Secretary shall with the approval of the President convene the meetings of the Executive Committee and the General Body. The Secretary shall keep a summary record of the meetings.
- (iv) The Joint Secretary shall assist the Secretary in the performance of his duties, and in case of absence of the Secretary, shall act in his place.
- (v) The Treasurer shall be responsible for the collection and disbursement of funds and for maintaining the accounts. He shall present duly audited accounts to the Executive and with its approval to the General Body at its annual meeting.

8. **TERM**

The members and office-bearers of the Executive Committee shall hold office for a period of one year. They shall be eligible for re-election to a second term. No office-bearer or a member; however, shall be eligible for re-election to the same office for the third successive term. In case a mid-term election is held, the residual period equivalent to half or more than half of the term shall be counted a full term.

9. **MEETINGS**

- (i) The General Body shall meet at least twice in one year. The first meeting, which shall be the annual meeting, shall be held in June each year.
- (ii) The quorum of the General Body shall be 1/4 of total membership of the Association. If a meeting had to be postponed for want of quorum, a second notice will be issued with the provision that whatever the number of members present at the subsequent meeting, the meeting shall be in order.
- (iii) The Secretary shall issue a notice for the meeting of the General Body to each member of the Association with the agenda not less than seven days before the date of meeting.

- (iv) The President may, in consultation with the Executive Committee, convene an emergent meeting of the General Body whenever necessary at two days' notice.
- (v) The President shall also convene a meeting of the General Body on a requisition in writing signed by not less than one fifth of the total membership or any 15 members whichever is less.
- (vi) The decision shall be taken by a majority of the members present and voting.
- (vii) The Executive Committee shall meet atleast once in a month. The Secretary shall send a notice of meetings of the Executive Committee with a copy of the agenda atleast four days before the meeting. Quorum for the meeting of this committee shall be five.
- (viii) (a) An emergent meeting of the Executive Committee may be called under orders of the President at 24 hours notice.
- (b) A meeting shall be convened by the Secretary, whenever a request to this effect is received from a minimum of five members of the Executive Committee in writing.
- (ix) It shall be obligatory for the Association to issue a notice of every meeting immediately to the Registrar and shall also supply a copy of the agenda. The proceedings of every meeting of the Executive and General Body shall also be supplied to the Registrar within 4 days of such meeting.

10. **ELIGIBILITY TO VOTE**

A member shall be eligible to cast his vote in any general meeting if he had paid his membership fee for the financial year by the 5th of May each year.

11. **ELECTIONS**

Each member eligible to vote shall have, in any election of the members of the Executive Committee, as many votes as the total number of elected members to be returned; provided that no member shall be entitled to cast more than one vote for any one candidate for Elected Membership.

12. **ELECTION PROCEDURE**

- (i) Latest by 15th December, the Secretary with the approval of the Executive Committee shall notify.
 - (a) Last date for finalisation of voters list. 1 5 days before the date of election.
 - (b) Last date for receipt of nomination papers. 12 days before the date of election.
 - (c) Date of scrutiny of nomination papers. 10 days before the date of election.
 - (d) Last date for withdrawal of candidature. 8 days before the date of election.
 - (e) Publication of the final list of candidates. 6 days before the date of election.
 - (f) Date of election. Not later than 15 January each year.
- (ii) Nomination papers shall be duly proposed and seconded by the members eligible to vote and shall contain in the consent of the person concerned.
- (iii) Returning Officer to conduct the elections shall be appointed by the outgoing Executive Committee. In case of bye-election to the mid term vacancy the Returning Officer shall be appointed by the working Executive Committee.
- (iv) The General House will appoint a commission consisting of three members to dispose of any petition or dispute relating to the election.

13. **AD HOC COMMITTEE/S**

- (i) The Executive Committee may appoint committee/s on *ad hoc* basis to advise on special issues on problems that may arise from time to time.

14. **VESTING AND MANAGEMENT OF FUNDS AND PROPERTIES**

- (i) The funds, properties and other assets of the Association shall vest in the Association, i.e. the General Body.

- (ii) All cash receipts, whether collected as annual subscription or accruing to the Association in any other manner, shall be deposited in any of the scheduled banks as may be decided by the Executive Committee. The account shall be in the name of the Association and shall be operated jointly by the Treasurer and the President.
 - (iii) The account of the Association shall be audited by a recognised auditor to be appointed by the General Body.
 - (iv) The funds of the Association shall be spent entirely and solely for the purposes defined in the aims and objects of the Association and in the manner prescribed or approved by the Executive Committee.
15. **FINANCIAL YEAR**
The financial year shall be from June 1 to May 31 of the following year.
16. **BYE-LAWS**
- (i) The General Body may from time to time frame such bye-laws as may be necessary for proper functioning of the Association and to carry out the aims and objects of the Association, and are consistent with the provisions of the constitution.
 - (ii) The bye-laws may be amended at any time by the General Body by a simple majority of the members present and voting, provided that a clear seven days notice of the proposed amendment has been given to members.
17. **AMENDMENTS**
The general body may propose an amendment to the constitution provided that
- (i) The proposed amendment shall be placed on the agenda of the meeting duly convened with a notice of at least 10 days
 - (ii) the amendment has been passed in a meeting when at least 3/4 of the total members are present and at least 2/3 of the members present vote for the amendment.

Every amendment will require the approval of the Syndicate. Notwithstanding anything contained in this constitution the syndicate may from time to time review and make changes, if necessary in the constitution of the Association.

18. **NO-CONFIDENCE MOTION**

A no-confidence motion against any office-bearer/member of the Executive Committee may be proposed by 1/5 of the total membership of the Association or 15 members whichever is less. A special meeting of the General Body shall be convened for the purpose within seven days of the receipt of such a proposal. The quorum for such a meeting shall be 51% of total membership. To be carried, a motion of no-confidence shall require atleast a two-third majority of the members present.

19. **DIRECT ACTION**

No member of the Association/Union shall resort to any form of direct action nor such call shall be given by the Association/Union unless a decision to this effect is taken through secret ballot by not less than 3/4th of the members on the rolls of the Association/Union Duly sealed ballot papers of such a poll would be deposited in the Registrar's Office within 12 hours of the declaration of result, where that will be kept for three months.

20. **DISQUALIFICATION OF OFFICE BEARERS**

In addition to provision already made, a member shall stand disqualified for election to any office of the Association/Union if he had indulged in any corrupt practice in connection with the election.

The following shall constitute corrupt practices:-

Briefly that is to say any gift, offer or promise by a candidate or by any other person on his behalf of any gratification to any person whomsoever, with the object, directly or indirectly of inducing:-

- (a) a person to stand or not to stand as, or to withdraw from being a candidate; or
- (b) an electorate vote or refrain from voting at such elections or as a reward to:-

- (i) a person for having so stood or not stood, or for having withdrawn his candidature;
- (ii) an old elector for having voted or refrained from voting.

EXPLANATION : For the purposes of this paragraph the term:-

- 1. "Gratification" is not restricted pecuniary gratification estimable in money, and if included all forms of entertainment and all forms of employment for reward but it does not include, the payment of any expenses bonafide incurred for the purpose of such election.
 - 2. Undue influence, that is to say, any direct or indirect interference or attempt to interfere on the part of a candidate or any other person with his knowledge/connivance or authority with the free exercise of any electoral right.
 - 3. The systematic appeal by a candidate or by any other person on his behalf to vote or refrain from voting on grounds of caste, race community or religion or the use of, or appeal to religious symbols or the use of, or appeal to, national symbols, such as, the national flag or the national emblem, for the furtherance of the prospects of that candidate's election.
 - 4. The publication by a candidate or by (any other person with his knowledge/connivance or authority) of any statement of fact which is false, and which he either believes to be false or does not believe to be true, in relation to the personal character, or conduct of any candidate, or in relation to the candidature or withdrawal or retirement from contest of any candidate, being a statement reasonable calculated to prejudice the prospects of that candidate's election.
21. **MISC.**
- 1. No meeting of the Association will be held during office hours.
 - 2. Ordinarily a loud speaker will not be used outside the meeting hall. In case an urgency arises prior permission of Registrar/Vice-Chancellor will be obtained.
 - 3. The Syndicate will have the right to review the approved constitution of the Association from time to time.

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ਜਿਲਦ III ਭਾਗ II

CALENDAR

VOLUME III Part II

2005



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PUNJABI UNIVERSITY, PATIALA

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ਜਿਲਦ III ਭਾਗ II

PUNJABI UNIVERSITY PATIALA



CALENDAR **VOLUME III Part II**

2005

(As Modified upto 31st July, 2005)

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ਪੰਜਾਬੀ ਯੂਨੀਵਰਸਿਟੀ, ਪਟਿਆਲਾ

CALENDER
Volume III Part II

ISBN 81-302-0019-8

2005
Copies : 600
Price : 200

Published by Dr. Parm Bakhshish Singh, Registrar, Punjabi University, Patiala.
Printed at Punjabi University Press, Patiala.

Note: English version of Punjabi University Calendar is authorised text. In case of conflict between English version and Punjabi version, English version will prevail.

Registrar

ਨੋਟ : ਪੰਜਾਬੀ ਯੂਨੀਵਰਸਿਟੀ ਕੈਲੰਡਰ ਦਾ ਅਗਰੀ ਰੂਪਾਂਤਰ ਅਧਿਕਾਰਿਤ ਪਾਠ ਹੈ। ਇਸ ਦੇ ਅਗਰੀ ਰੂਪਾਂਤਰ ਅਤੇ ਪੰਜਾਬੀ ਰੂਪਾਂਤਰ ਵਿੱਚ ਵਿਰੋਧਤਾ ਦੀ ਸੂਰਤ ਵਿੱਚ ਅਗਰੀ ਰੂਪਾਂਤਰ ਠੀਕ ਮਨਿਆ ਜਾਵੇਗਾ।

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PUP(O)-10363-600/2-06

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