NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

Agenda	:	**45th Meeting of Board of Governors**
Place	:	**Committee Room (New Building) Shri Lal Bahadur Shastri Rashtriya Sanskrit Vidyapeetha Qutub Institutional Area New Delhi – 110 016**
Day, date and time	:	**Monday, the 4th June, 2018 At 1.30 p.m.**

45.12	To note for the implementation of HAG scale to those Professors of NITs who are appointed as Directors in NITs system and other CFTIs by the MHRD.	85 - 87
45.13	To consider the confirmation of Shri Yogveer Singh Lamba as Technical Officer.	88
45.14	To note the action taken report for item No. 42.7 on the minutes of 42nd meeting of the Board of Governors held on 27.06.2017.	89 - 91
45.15	To note the recommendations of Oversight Committee in respect of NIT, Kurukshetra for removal of anomalies of non-teaching staff and revised Recruitment rules (RRs) for Non-Teaching posts in the NITs.	92 - 101
45.16	To report the approval accorded by the Hon'ble Chairperson, Board of Governors.	102 - 107
45.17	To consider the service benefits during the period of disability in respect of Dr. Mohammad Arif, Associate Professor.	108 - 116
45.18	To note the action taken with reference to agenda item No.43.26 for regularization and confirmation of Assistant Professors recruited at AGP of Rs.6000/- plus 02 increments in the Institute on contract basis for a period of three years under the standard 3 tier rigid faculty structure.	117 - 138
45.19	To note for implementation the recommendations of 7th Central Pay Commission – bunching of stages in the revised pay structure under Central Civil Services (Revised Pay) Rules, 2016 in the Institute.	139 - 144
45.20	To note the action taken as per decision of the BOG (Ref. BOG Item No.44.2) in respect of Dr.Baldev Setia.	145 - 170
45.21	To note the Gazette notification of the Rights of Persons with Disabilities Act, 2016.	171 - 209
45.22	To note the action taken report for item No. 44.13 on the minutes of 44th meeting of the Board of Governors held on 05.02.2018.	210 - 212
45.23	To note for the adoption of Guideline for hiring Adjunct Faculty in Centrally Funded Technical Institutions (CFTIs) in the Institute as per the MHRD letters dated 16.02.2015.	213 - 219
45.24	To note the revision of Standard Operating Procedure (SOPs) with respect to MoUs/Agreements with foreign countries for implementation in the Institute in terms of MEA's letter dated 02.04.2018.	220 - 246
45.25	To consider the proposal for appointment of Professor Emeritus and Faculty on contract.	247 - 254
45.26	To note the accreditation status of UG programme of National Institute of Technology, Kurukshetra.	255 - 260
45.27	To note the minutes of 33rd meeting of the Senate, National Institute of Technology Kurukshetra held on 08.05.2018.	261 - 262
45.28	To approve the items nos. S 33.04 & S 33.09 of 33rd meeting of the Senate, National Institute of Technology, Kurukshetra held on 08.05.2018.	263 - 280

45.29	To consider for releasing the payment of Rs.13,43,875/- to M/s EMVEE Solar System Pvt. Ltd, Bengaluru as a final payment towards the completion of work of "Supply, Installation & Commissioning of Solar Water Heaters at NIT, Kurukshetra".	281 - 302
45.30	To note the Power Purchase Agreement (PPA) signed between NIT, Kurukshetra and M/s SunSource Energy Pvt. Ltd., Noida for the "Supply, Installation, Testing, Commissioning and Maintaining of 1MW Solar Roof Top Power Plant in NIT, Kurukshetra" for 25 years under RESCO mode as specified by Solar Energy Corporation of India (SECI).	303 - 375
45.31	To consider and approve the minutes of 37th meeting of the Finance Committee, National Institute of Technology, Kurukshetra held on 04.06.2018.	376
45.32	To apprise the Board about various initiatives / activities achievements undertaken in the Institute by the Director.	377 - 385
45.33	To note the action taken by the Institute on the Memorandum of Understanding (MoU) between National Institute of Technology (NIT), Kurukshetra and administrative Ministry of Human Resource Development (MHRD), Department of Higher Education, New Delhi	386 - 403
45.34	To report the approval accorded by Hon'ble Chairperson, BOG in the matter of Suspension of Dr. S. C. Gupta, Associate Professor, Mech. Engg. Deptt.	404 - 466
	Any Other Item	

BoG 45.1 To note the leave of absence of members.

The absence / leave of absence of members, if any, to be considered and noted.

BoG 45.2 To confirm the minutes of the 44th meeting of the Board of Governors held on 05.02.2018.

The minutes of the 44th meeting of the Board of Governors held on 05.02.2018 were circulated to all the members of the Board vide letter No. NITK / 44th BOG / 837 dated 13.02.2018 with the request to send their comments.

No comments have been received from any member of the Board.

The minutes are enclosed as *Annexure - 45.2(i) from pages 9 to 15* and are summarized as under:

Item No.	Subject	Resolution
BoG 44.1	**To note the leave of absence of members.**	The representative of the Special Secretary (TE), Ministry of Human Resource Development, New Delhi communicated his inability to attend the meeting due to some important official engagement. Ms. Bhagyesh Soneji, nominee of NIT Council, could not attend the meeting as she could not be informed for the meeting due to non-availability of her correspondence/ communication details.
BoG 44.2	**To confirm the minutes of the 43rd meeting of the Board of Governors held on 23.01.2018.**	The Board confirmed the minutes of the 43rdmeeting of the Board of Governors held on 27.06.2017 with the following modifications in respect of item No. BoG 43.32and confirmed as: *The Enquiry Officer in his report has recommended that "The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/ participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any." The Board considered and deliberated the report of the Enquiry Officer in detail and accepted the recommendations cautiously and decided that Prof. Baldev Setia be 'censured' under Rule 16 as specified in clause (i) of Rule 11 of CCS (CSA) Rules and the decision, along with a copy of the report of the inquiry, be forwarded to Prof. Baldev Setia who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary*

		Authority within fifteen days as per Section 15 of CCS (CCA) Rules.
BoG 44.3	**To consider the fixation of pay of Dr. (Mrs.) Kiran, Professor, Humanities & Social Sciences Department.**	The Board deliberated the agenda item in detail and accepted the recommendations of the High Level Committee.
BoG 44.4	**To consider the nomination of Chairman of the Purchase Finalization Committee for NIT, Kurukshetra.**	The Board approved the name of Dr. Dinesh Khanduja, Professor, Mechanical Engineering Department as Chairman, Purchase Finalization Committee for one year or till new rules are framed whichever is earlier.
BoG 44.5	**To consider the proposal to change the Inquiry Officer in the case of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra referred by the Central Bureau of Investigation (CBI).**	The Board approved the name of Dr. P. Bapaiah, Registrar, Indian Institute of Science Education & Research (IISER) as Enquiry Officer in the cases of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra.
BoG 44.6	**To consider the confirmation of Shri Pankaj Kumar Bayati to the post of Deputy Registrar.**	After detailed deliberations, the Board decided to constitute a single member Departmental Enquiry Committee and the Enquiry Officer be requested to enquire into the issues raised against Shri Pankaj Kumar Bayati under Clause-14 / Clause-16 of CCS (CSA) as the case may be and submit the report at the earliest. The Board further decided that the confirmation of Shri Pankaj Kumar Bayati be kept pending till the completion of the enquiry and decision of the Board. The Board appointed Dr. P. Bapaiah, Registrar, Indian Institute of Science Education and Research (IISER), Mohali as Enquiry Officer for the purpose.
BoG 44.7	**To consider and approve the enhancement of research scholarships in Ph.D. programme of the Institute.**	After detailed deliberations, the Board agreed with the proposal to increase the number of research scholarships from 5 to 64 per year as per table detailed in agenda. The Board also approved the proposal to provide scholarship upto 75 % of research scholars, based on merit of their Ph.D. work, who are currently not availing scholarship from any funding

		agency. However, to enhance the quality of research work, the Board desired that the Institute should prepare the guidelines and criteria for selection and outcome of research scholars with emphasis on following points – • selection of research scholars be examined in terms of desired outcome; • research areas to be focused on field application/industrial requirement/ emerging technologies; • number of research scholars to be allotted to faculty as supervisor based on performance outcome, revenue generation, etc. and be periodically placed before the Board; • monitoring committee to examine the work of every Ph.D. research scholar after every six months so as to monitor the outcome achieved/ research publications and, in turn, improve the quality of research work.
BoG 44.8	**To consider the obsolescence of Laptop provided to Faculty/Non-Faculty Staff of the Institute.**	The Board resolved that the laptops provided to Faculty/Non-Faculty Staff of the Institute be obsolete and written off as per GFR 2017. Further, if any Faculty/Non-Faculty Staff interested to retain the existing laptop, he/she may be allowed to retain at 1/10th of the original cost.
BoG 44.9	**To consider the separation of accounting related to Research & Consultancy.**	After detailed deliberations, the Board accepted the proposal of separation of accounting in respect to Research & Consultancy from the next financial year 2018-19. Further, the Board decided that a Research and Consultancy Cell be established in the Institute without creating any additional staff on Institute's roll.
BoG 44.10	**To apprise the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.**	The Board noted the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.
BoG 44.11	**To consider the extension of contractual**	The case in respect of Sh. V.S. Nagendra Reddy B. and Sh. Dheeraj Kumar Sharma has been taken up

	appointment by two years for the faculty members appointed on three years contract under the standard 3 tier rigid faculty structure.	along with other cases under agenda item BoG 44.12.
BoG 44.12	**To consider the extension of contractual appointment of the Assistant Professors appointed on long contract in Pay Band-3 with AGP of Rs.6000/-.**	The recommendations of the statutory Selection Committees in respect of 28 Assistant Professors were placed before the Board for consideration. The Board noted that 09 Assistant Professors have already submitted their Ph.d thesis within the stipulated period of five years, so no further extension is required. After detailed deliberations, the Board resolved that extension be granted to the following 19 Assistant Professors as mentioned against each as recommended by the statutory Selection Committees to submit their Ph.d thesis for the award of Degree failing which no further extension would be granted and communication to this effect be made to them: **Sr. No** — **Name of the Faculty and Department** — **Submission of Ph.D. thesis upto** **<u>Within 5 years</u>** 1. Sh. Sandeep Kakran, Electrical Engg. Department — 01.09.2018 2. Ms. Shweta Meena, Electronics & Comm. Engg. Department — 19.09.2018 3. Sh. Dheeraj Kumar Sharma, Elect. & Comm. Engg. Department — 03.06.2019 4. Sh. Ankit Kumar Jain, Computer Engg. Department — 04.09.2018

		Beyond 5 years		
		1.	Sh. Satnam Singh, Mech. Engg. Department	07.09.2018
		2.	Sh. Mukesh, Mech. Engg. Department	18.12.2018
		3.	Sh. Vikas Kumar, Mech. Engg. Department	29.12.2018
		4.	Sh. V.S. Nagendra Reddy B, Mech. Engg. Department	30.06.2019
		5.	Sh. Ajay Krishna Prabhakar, Civil Engg Department	23.02.2019
		6.	Sh. Kiran Kumar Jaladi, Electrical Engg. Department	12.03.2019
		7.	Sh.Vikram Singh, Computer Engg. Department	12.08.2019
		8.	Sh. Mahendra Kumar Murmu, Computer Engg. Department	03.09.2018
		9.	Sh. Santosh Kumar, Computer Engg. Department	12.07.2019
		10.	Ms. Bharati Sinha, Computer Engg. Department	17.07.2019
		11.	Sh. Anoop Kumar Patel, Computer Engg. Department	05.07.2019
		12.	Sh. Kriti Bhushan, Computer Engg. Department	17.12.2018
		13.	Sh. Nipen Kumar Das, Civil Engg Department	28.02.2019
		14.	Sh. Chandra Bhim Bhan Singh, Computer Engg. Department	05.07.2019
		15.	Sh. Vijay Verma, Computer Engg. Department	02.07.2019

BoG 44.13	**To consider the promotion under CAS from the date of eligibility in respect of faculty staff members.**	The Board deliberated this item in detail and resolved that the agenda be put with detailed financial implications in the next meeting of Board. The Board also decided that in future the agenda items: • should conclude with the suggestion/proposal of the Institute for approval; and • should include comments of Finance Officer indicating financial implications, availability & funds, if provision exists, etc.
BoG 44.14	**To consider the fixation of minimum pay in the Pay Band-3 of Rs.15600-39100 plus AGP of Rs.7000/- in respect of Assistant Professors recruited in the year 2012 and 2013.**	The Board decided to refer this matter to the MHRD for clarification and comments.
BoG 44.15	**To consider the proposal to set up Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore.**	After detailed deliberations, the Board accorded administrative approval for the establishment of Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore, and decided that a detailed Commercial Proposal / DPR be put up to the Board after approval of the Finance Committee.
BoG 44.16	**To apprise the action taken on the recommendations of the External Peer Review Committee.**	The Board apprised the action taken on the recommendations of the External Peer Review Committee. The Board desired that the progress made and action taken on the recommendations of the External Peer Review Committee be apprised to the Board in its next meeting.
BoG 44.17	**To approve the items nos. S 32.08 & S 32.10 of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.**	The Board approved the items nos. S 32.08 & S 32.10 of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.
BoG 44.18	**To apprise the minutes**	The Board noted the minutes of 32nd meeting of the

	of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.	Senate, National Institute of Technology, Kurukshetra held on 01.02.2018. The Board was disappointed that the Senate had no comment on the report of External Peer Review Committee. Director may consider requesting the Senate to have another look at the same and see if the Senate can add some value to it.
BoG 44.19	**To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.**	The Board desired that a written note stating the various initiatives / activities / achievements undertaken in the Institute by the Director be put up alongwith the agenda item.
	Any other Item:	• In view of the Government's emphasis to make the Institutes financially self-sufficient to create infrastructure in future, the Board advised the Institute to prepare a road map for revenue generation and submit the same before the Board in its next meeting. • The Board again reminded that in the past some decisions were taken to have a format of keeping the Board informed of the progress in some items. These may be complied and in future should be a permanent item for review.

The Board of Governors may confirm the minutes of the 44th meeting of the Board of Governors held on 05.02.2018.

Annexure-45.2(i)

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
Kurukshetra – 136119, Haryana

MINUTES OF THE 44th MEETING OF THE BOARD OF GOVERNORS OF NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

The **44th meeting of the Board of Governors of National Institute of Technology, Kurukshetra** was held on 05th February, 2018 at 02.30 p.m. in the Committee Room (New Building), Shri Lal Bahadur Shastri Rashtriya Sanskrit Vidyapeetha, Qutub Institutional Area, New Delhi – 110 016.

Present:-

1.	Shri Jagdish Khattar Chairperson BOG, NIT Kurukshetra.	.....	Chairperson
2.	Dr. Satish Kumar Director NIT, Kurukshetra.	.....	Member
3.	Smt. Darshana M Dabral Joint Secretary and Financial Advisor Ministry of Human Resource Development Government of India, Shastri Bhawan New Delhi – 110 001.	.....	Member
4.	Prof. Jyotindra S. Sahambi Professor & Associate Dean (Faculty Affairs & Administration) Representative of Director, IIT Ropar, Ropar, Punjab - 140001	.....	Member
5.	Dr. Pawan Kumar Garga, Professor Himachal Pradesh University Business School Summer Hill Shimla (HP) – 171005	.....	Member
6.	Dr. Akhilesh Swarup Professor Electrical Engineering Department NIT, Kurukshetra.	.....	Member
7.	Ms. Sunita Chauhan Associate Professor Electrical Engineering Department NIT, Kurukshetra.	.....	Member

8. Dr. Surinder Deswal ..... Secretary
Registrar (I/C)
NIT, Kurukshetra.

At the outset, the Chairperson welcomed the members of the 44th meeting of the Board of Governors of the Institute. Thereafter, Chairperson asked Secretary to present the Agenda Items.

The discussions / decisions in respect of each item are recorded as hereunder:-

BoG 44.1 To note the leave of absence of members.

The representative of the Special Secretary (TE), Ministry of Human Resource Development, New Delhi communicated his inability to attend the meeting due to some important official engagement.
Ms. Bhagyesh Soneji, nominee of NIT Council, could not attend the meeting as she could not be informed for the meeting due to non-availability of her correspondence/ communication details.

BoG 44.2 To confirm the minutes of the 43rd meeting of the Board of Governors held on 23.01.2018.

The Board confirmed the minutes of the 43rd meeting of the Board of Governors held on 27.06.2017 with the following modifications in respect of item No. BoG 43.32 and confirmed as :

The Enquiry Officer in his report has recommended that "The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/ participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any." The Board considered and deliberated the report of the Enquiry Officer in detail and accepted the recommendations cautiously and decided that Prof. Baldev Setia be 'censured' under Rule 16 as specified in clause (i) of Rule 11 of CCS (CSA) Rules and the decision, along with a copy of the report of the inquiry, be forwarded to Prof. Baldev Setia who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules.

BoG 44.3 To consider the fixation of pay of Dr. (Mrs.) Kiran, Professor, Humanities & Social Sciences Department.

The Board deliberated the agenda item in detail and accepted the recommendations of the High Level Committee.

BoG 44.4 To consider the nomination of Chairman of the Purchase Finalization Committee for NIT, Kurukshetra.

The Board approved the name of Dr. Dinesh Khanduja, Professor, Mechanical Engineering Department as Chairman, Purchase Finalization Committee for one year or till new rules are framed whichever is earlier.

BoG 44.5 To consider the proposal to change the Inquiry Officer in the case of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra referred by the Central Bureau of Investigation (CBI).

The Board approved the name of Dr. P. Bapaiah, Registrar, Indian Institute of Science Education & Research (IISER) as Enquiry Officer in the cases of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra.

BoG 44.6 To consider the confirmation of Shri Pankaj Kumar Bayati to the post of Deputy Registrar.

After detailed deliberations, the Board decided to constitute a single member Departmental Enquiry Committee and the Enquiry Officer be requested to enquire into the issues raised against Shri Pankaj Kumar Bayati under Clause-14 / Clause-16 of CCS (CSA) as the case may be and submit the report at the earliest. The Board further decided that the confirmation of Shri Pankaj Kumar Bayati be kept pending till the completion of the enquiry and decision of the Board.

The Board appointed Dr. P. Bapaiah, Registrar, Indian Institute of Science Education and Research (IISER), Mohali as Enquiry Officer for the purpose.

BoG 44.7 To consider and approve the enhancement of research scholarships in Ph.D. programme of the Institute.

After detailed deliberations, the Board agreed with the proposal to increase the number of research scholarships from 5 to 64 per year as per table detailed in agenda. The Board also approved the proposal to provide scholarship upto 75 % of research scholars, based on merit of their Ph.D. work, who are currently not availing scholarship from any funding agency. However, to enhance the quality of research work, the Board desired that the Institute should prepare the guidelines and criteria for selection and outcome of research scholars with emphasis on following points –

- selection of research scholars be examined in terms of desired outcome;
- research areas to be focussed on field application/industrial

requirement/ emerging technologies;

- number of research scholars to be allotted to faculty as supervisor based on performance outcome, revenue generation, etc. and be periodically placed before the Board;
- monitoring committee to examine the work of every Ph.D. research scholar after every six months so as to monitor the outcome achieved/ research publications and, in turn, improve the quality of research work.

BoG 44.8 To consider the obsolescence of Laptop provided to Faculty/Non-Faculty Staff of the Institute.

The Board resolved that the laptops provided to Faculty/Non-Faculty Staff of the Institute be obsolete and written off as per GFR 2017. Further, if any Faculty/Non-Faculty Staff interested to retain the existing laptop, he/she may be allowed to retain at 1/10th of the original cost.

BoG 44.9 To consider the separation of accounting related to Research & Consultancy.

After detailed deliberations, the Board accepted the proposal of separation of accounting in respect to Research & Consultancy from the next financial year 2018-19. Further, the Board decided that a Research and Consultancy Cell be established in the Institute without creating any additional staff on Institute's roll.

BoG 44.10 To apprise the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.

The Board noted the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.

BoG 44.11 To consider the extension of contractual appointment by two years for the faculty members appointed on three years contract under the standard 3 tier rigid faculty structure.

The case in respect of Sh. V.S. Nagendra Reddy B. and Sh. Dheeraj Kumar Sharma has been taken up along with other cases under agenda item BoG 44.12.

BoG 44.12 To consider the extension of contractual appointment of the Assistant Professors appointed on long contract in Pay Band-3 with AGP of Rs.6000/-.

The recommendations of the statutory Selection Committees in respect of 28 Assistant Professors were placed before the Board for

consideration. The Board noted that 09 Assistant Professors have already submitted their Ph.d thesis within the stipulated period of five years, so no further extension is required.

After detailed deliberations, the Board resolved that extension be granted to the following 19 Assistant Professors as mentioned against each as recommended by the statutory Selection Committees to submit their Ph.d thesis for the award of Degree failing which no further extension would be granted and communication to this effect be made to them:

Sr. No	Name of the Faculty and Department	Submission of Ph.D. thesis upto
	Within 5 years	
1.	Sh. Sandeep Kakran, Electrical Engg. Department	01.09.2018
2.	Ms. Shweta Meena, Electronics & Comm. Engg. Department	19.09.2018
3.	Sh. Dheeraj Kumar Sharma, Elect & Comm. Engg. Department	03.06.2019
4.	Sh. Ankit Kumar Jain, Computer Engg. Department	04.09.2018
	Beyond 5 years	
1.	Sh. Satnam Singh, Mech. Engg. Department	07.09.2018
2.	Sh. Mukesh, Mech. Engg. Department	18.12.2018
3.	Sh. Vikas Kumar, Mech. Engg. Department	29.12.2018
4.	Sh. V.S. Nagendra Reddy B, Mech. Engg. Department	30.06.2019
5.	Sh. Ajay Krishna Prabhakar, Civil Engg Department	23.02.2019
6.	Sh. Kiran Kumar Jaladi, Electrical Engg. Department	12.03.2019
7.	Sh. Vikram Singh, Computer Engg. Department	12.08.2019
8.	Sh. Mahendra Kumar Murmu, Computer Engg. Department	03.09.2018
9.	Sh. Santosh Kumar, Computer Engg. Department	12.07.2019
10.	Ms. Bharati Sinha, Computer Engg. Department	17.07.2019
11.	Sh. Anoop Kumar Patel, Computer Engg. Department	05.07.2019
12.	Sh. Kriti Bhushan, Computer Engg. Department	17.12.2018
13.	Sh. Nipen Kumar Das, Civil Engg Department	28.02.2019
14.	Sh. Chandra Bhim Bhan Singh, Computer Engg. Department	05.07.2019
15.	Sh. Vijay Verma, Computer Engg. Department	02.07.2019

BoG 44.13 To consider the promotion under CAS from the date of eligibility in respect of faculty staff members.

The Board deliberated this item in detail and resolved that the agenda be put with detailed financial implications in the next meeting of Board. The Board also decided that in future the agenda items:

- should conclude with the suggestion/proposal of the Institute for approval; and
- should include comments of Finance Officer indicating financial implications, availability & funds, if provision exists, etc.

BoG 44.14 To consider the fixation of minimum pay in the Pay Band-3 of Rs.15600-39100 plus AGP of Rs.7000/- in respect of Assistant Professors recruited in the year 2012 and 2013.

The Board decided to refer this matter to the MHRD for clarification and comments.

BoG 44.15 To consider the proposal to set up Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore.

After detailed deliberations, the Board accorded administrative approval for the establishment of Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore, and decided that a detailed Commercial Proposal / DPR be put up to the Board after approval of the Finance Committee.

BoG 44.16 To apprise the action taken on the recommendations of the External Peer Review Committee.

The Board apprised the action taken on the recommendations of the External Peer Review Committee. The Board desired that the progress made and action taken on the recommendations of the External Peer Review Committee be apprised to the Board in its next meeting.

BoG 44.17 To approve the items nos. S 32.08 & S 32.10 of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.

The Board approved the items nos. S 32.08 & S 32.10 of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.

BoG 44.18 To apprise the minutes of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.

The Board noted the minutes of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018. The Board was disappointed that the Senate had no comment on the report of External Peer Review Committee. Director may consider requesting the Senate to have another look at the same and see if the Senate can add some value to it.

BoG 44.19 To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.

The Board desired that a written note stating the various initiatives / activities / achievements undertaken in the Institute by the Director be put up along with the agenda item.

Any other Item:

- In view of the Government's emphasis to make the Institutes financially self-sufficient to create infrastructure in future, the Board advised the Institute to prepare a road map for revenue generation and submit the same before the Board in its next meeting.
- The Board again reminded that in the past some decisions were taken to have a format of keeping the Board informed of the progress in some items. These may be complied and in future should be a permanent item for review.

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

9/2/18

(Surinder Deswal)
Registrar (I/C) & Secretary
Board of Governors
NIT, Kurukshetra

09/02/18

(Satish Kumar)
Director
NIT, Kurukshetra

(Jagdish Khattar)
Chairperson
Board of Governors
NIT, Kurukshetra

BoG 45.3 To note the Action Taken Report on the Minutes of 43rd Meeting of Board of Governors held on 23rd January, 2018.

Item No.	Subject	Action Taken
BoG 43.1	**To note the nomination of members on the Board of Governors of NIT, Kurukshetra.** The Board noted the nominations under Section 11 (e) of NIT Act-2007 of Dr. Pawan Kumar Garga, Professor, Himachal Pradesh University Business School, Summer Hill, Shimla (HP) 171005 and Mrs. Bhagyesh Soneji as the nominees of Council of NITs on the Board of Governors of the Institute. Thereafter, the Chairman welcomed Dr. Pawan Kumar Garga.	No further action required.
BoG 43.2	**To note the leave of absence of members.** Ms. Bhagyesh Soneji, nominee of NIT Council, could not attend the meeting as she could not be informed for the meeting due to non-availability of her correspondence/ communication details.	No further action required.
BoG 43.3	**To confirm the minutes of the 42nd meeting of the Board of Governors held on 27.06.2017.** The Board considered the comments of Shri A.K. Singh, Under Secretary (NITs), Department of Higher Education, Ministry of Human Resource Development, New Delhi and confirmed the minutes of the 42nd meeting of the Board of Governors held on 27.06.2017 with the following observations: **i)** Comments received from the member(s) of Board be mentioned in the agenda item itself, instead of placing it as annexure, for revision / approval of the Board in the next meeting of the Board. **ii)** In addition to annexing the minutes, a summary of agenda items and the decision taken thereon be presented in tabulated form as part of the agenda itself.	 Noted for compliance. Noted for compliance.

	In respect of item 42.7, the Board was apprised that- • The supply, installation & commissioning (SITC) of 127 (64%) units out of total 198 units have been completed and payment of Rs. 1.14 crores (64 % of the total cost of Rs. 1.78 crores) has been released. The SITC of rest of the units has also been completed and final inspection is in progress. • The departmental proceedings against the erring officials has already been completed and reported to the Board in its 25th meeting dated 22.06.2011.	As per decision of the Board taken in its 42nd meeting, a separate agenda regarding final payment is being placed before the Board vide item No. BoG 45.26 No further action required.
BoG 43.4	**To note the action taken report on the minutes of 42nd meeting of the Board of Governors held on 27.06.2017.** The Board noted the 'Action Taken' by the Institute on the decisions taken in the 42nd meeting of the Board of Governors held on 27.06.2017, with the following observation: - *in respect of item 42.3, the Board advised that on line students' feedback mechanism be designed in consultation with IIT Ropar and the implementation of the same be apprised to the Board.*	The Board is apprised that the feedback mechanism has been designed and implemented in the Institute in consultation with IIT Delhi, IIT Kharagpur, IIT Roorkee. A sample copy of the feedback mechanism is enclosed as *Annexure - 45.3(i) from pages 28 to 50* for kind appraisal of the Board.
BoG 43.5	**To consider and approve the minutes of 36th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 26.09.2017.** The Board approved the minutes of 36th meeting of Finance Committee of the Institute held on 26.09.2017.	No further action required.
BoG 43.6	**To consider and approve the minutes of circulated agenda of Finance Committee regarding delegation of powers to the**	

	Director for approval of activities and expenditure under TEQIP-III. The Board considered and approved the minutes.	No further action required.
BoG 43.7	**To consider and approve the minutes of circulated agenda of Finance Committee regarding proposal for becoming Institutions of Eminence (IOEs).** The Board considered and approved the minutes.	No further action required.
BoG 43.8	**To consider and approve the minutes of circulated agenda of Finance Committee regarding approval of negotiated price of Rs.3.29 crore for the purchase of eight machines for Strength of Material Lab in Mechanical Engineering Department.** The Board considered and approved the minutes.	The machines have been received and installed in the Strength of Materials Lab in MED and the payment is likely to be released within a week.
BoG 43.9	**To approve the items Nos. S31.12 & 31.19 of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.** The Board approved the minutes of items Nos. S 31.12 & 31.19 of the 31st meeting of the Senate of the Institute held on 30.10.2017.	No further action required.
BoG 43.10	**To note the amendments in the First Statutes of National Institute of Technology (NITs).** The Board noted the amendments in the First Statutes of National Institute of Technology (NITs).	Noted for compliance.
BoG 43.11	**To note the clarification, relaxation, procedure & guidelines on new**	

	Recruitment Rules for Faculty of NITs in the Institute as per the MHRD letter dated 13.09.2017, 06.10.2017, 17.11.2017, 30.11.2017 & 04.12.2017. The Board noted and adopted the clarification, relaxation, procedure & guidelines on new Recruitment Rules for Faculty of NITs in the Institute as per the MHRD letter dated 13.09.2017, 06.10.2017, 17.11.2017, 30.11.2017 & 04.12.2017.	Noted for compliance.
BoG 43.12	**To note the Recruitment Rules (RRs) for Non-Teaching posts in the Institute as per the MHRD letter dated 20.12.2017.** The Board noted and adopted the Recruitment Rules (RRs) for Non-Teaching posts in the Institute as per the MHRD letter dated 20.12.2017.	Noted for compliance.
BoG 43.13	**To consider the Revision of Pay of Faculty and Scientific/Design Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay Commission (7th CPC).** The Board considered and approved the Revision of Pay of Faculty and Scientific/Design Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay Commission (7th CPC). The Board further decided that the arrear in respect of revision of pay be disbursed only to the extent the grant released for the said purpose.	The salary to the faculty of the Institute has been released as per 7th CPC. However, the arrear is still to be released due to non-receipt of grant from the Ministry.
BoG 43.14	**To consider the Revision of Pay of Non-Teaching Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay**	

	Commission 7th(CPC). The Board considered and approved the Revision of Pay of Non-Teaching Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay Commission 7th (CPC).The Board further decided that the arrear in respect of revision of pay be disbursed only to the extent the grant released for the said purpose.	The salary to the non-teaching staff members of the Institute has been released as per 7th CPC. However, the arrear is still to be released due to non-receipt of grant from the Ministry.
BoG 43.15	**To note the Good Governance Practices of TEQIP-III.** The Board noted the Good Governance Practices of TEQIP-III.	Noted for compliance.
BoG 43.16	**To note the revised norms / guidelines for utilization of Cumulative Professional Development Allowance (CPDA) in NITs as approved by the Council of NITSER in its 10th meeting held on 26.05.2017.** The Board noted the revised norms / guidelines for utilization of Cumulative Professional Development Allowance (CPDA) in NITs as approved by the Council of NITSER in its 10th meeting held on 26.05.2017.	Noted for compliance.
BoG 43.17	**To note status report for refurbishment of Hostels.** The Board noted the status report for refurbishment of Hostels.	No further action required.
BoG 43.18	**To report the approval accorded by the Hon'ble Chairperson, Board of Governors.** The Board ratified the approvals accorded by the Hon'ble Chairperson, BoG as detailed in the Agenda.	No further action required.
BoG 43.19	**To ratify the action taken by the Hon'ble**	

	Chairperson, Board of Governors regarding the Panel of External Experts for recruitment of Technical, Administrative & Ministerial Staff, Senior Administrative and other comparable posts. The Board ratified the action taken by the Hon'ble Chairperson, Board of Governors regarding the Panel of External Experts for recruitment of Technical, Administrative & Ministerial Staff, Senior Administrative and other comparable posts.	No further action required.
BoG 43.20	**To nominate the member as Nominee of the Board on the Selection Committee for recruitment of Senior Administrative and other comparable posts carrying pay scale of Assistant Professors and above.** The Board approved the proposal of the Institute at Sr. No. (i) re-produced below: *"(i) The Board may consider the panel of experts approved for Clause 23(5)(d0(ii) for Clause-23(5)(d)(iv) as well as per past practice."* Further, the Board emphasized that the efforts be made to invite one of the nominee from Industry.	Noted for compliance.
BoG 43.21	**To ratify the action taken by the Hon'ble Chairperson, Board of Governors regarding the Panel of External Experts for recruitment of Academic Staff (excluding the Director and the Deputy Director) in various subjects.** The Board ratified the action taken by the Hon'ble Chairperson, Board of Governors regarding the Panel of External Experts for recruitment of Academic Staff (excluding the Director and the Deputy Director) in various subjects.	No further action required.
BoG 43.22	**To nominate the member as Nominee of the Board on the Selection Committee**	

	for the recruitment of Academic Staff (excluding Director and the Deputy Director) or promotion. The Board approved the proposal of the Institute at Sr. No. (ii) re-produced below: *"(ii) The Board may consider the panel approved by the Hon'ble Chairperson, Board of Governors for the Expert nominees of the Board for other nominee, but other than the member of the Board as per past practice."* Further, the Board emphasized that the efforts be made to invite one of the nominee from Industry.	Noted for compliance.
BoG 43.23	**To consider the nomination of the Board of Governors on the Building & Works Committee of the Institute.** The Board considered the matter and approved the name of Shri A. K. Singhal, Director General (Retired) CPWD as nominee of the Board on the Building & Works Committee of the Institute.	The decision of the Board has been conveyed to Sh. A.K. Singhal, Director General (Retired), CPWD.
BoG 43.24	**To approve Annual Report and Audited Statement of Accounts & Audit Report of the Institute for the year 2016-17.** The Board approved the Annual Report and Audited Statement of Accounts & Audit Report of the Institute for the year 2016-17.	The approved Annual Report and Audited Statement were sent to the quarter concerned and kept in record also.
BoG 43.25	**To consider the extension of contractual appointment by two years for the faculty members appointed on three years contract under the standard 3 tier rigid faculty structure.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.11 along with 44.12.
BoG 43.26	**To consider the regularization and confirmation of Assistant Professors**	

	recruited at AGP of Rs.6000/- plus 02 increments in the Institute on contract basis for a period of three years under the standard 3 tier rigid faculty structure. After detailed deliberations, the Board decided that the AGP of o3 Assistant professors at Sr. no. 1-3, namely Dr. Sudhansu Choudhary, Dr. Bhanu Pratap and Dr. Mantosh Biswas be re-fixed to AGP Rs. 6,000/- plus 02 non-compounding increments in place of AGP Rs. 7,000/- plus 02 increments in consonance with the terms and conditions of their appointment letters and Recruitment Rules prevailing at that point of time (MRR-2012), i.e. in the same Pay-Band and the same AGP of Rs. 6,000/- plus 02 non-compounding increments as per the clarification issued by the Ministry vide MHRD letter F.No. 2-5/2017-TS(III) dated 17.07.2017, and their date of regularization and confirmation be modified accordingly. Further, the Board decided that the AGP of o4 Assistant professors at Sr. no. 4-7, namely Dr. Giribabu Dyanamina, Dr. Jayaram Nakka, Dr. Joy Prakash Misra and Dr. Rajneesh be re-fixed to AGP Rs. 6,000/- plus 02 non-compounding increments in place of AGP Rs. 7,000/- plus 02 increments in consonance with the terms and conditions of their appointment letters and Recruitment Rules prevailing at that point of time (MRR-2012), i.e. in the same Pay-Band and the same AGP of Rs. 6,000/- plus 02 non-compounding increments as per the clarification issued by the Ministry vide MHRD letter F.No. 2-5/2017-TS(III) dated 17.07.2017, and their date of regularization be modified and their service be confirmed accordingly. Further, the regularization and confirmation of services of such Assistant Professors shall be carried out as per the terms and conditions of their appointment letters and Recruitment Rules prevailing at that point of time (MRR-2012), i.e. in the same Pay-Band and the same AGP of Rs. 6,000/- plus 02 increments as per	A separate agenda is being placed before the Board vide item No. BoG 45.18

	the clarification issued by the Ministry vide MHRD letter F.No. 2-5/2017-TS(III) dated 17.07.2017.	
BoG 43.27	**To consider the fixation of minimum pay in the Pay Band-3 of Rs.15600-39100 plus AGP of Rs.7000/- in respect of Assistant Professors recruited in the year 2012 and 2013.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.14.
BoG 43.28	**To consider the extension of contractual appointment of the Assistant Professors appointed on long contract in Pay Band-3 with AGP of Rs.6000/-.** The Board desired that agenda be placed in the next meeting along with the status and recommendations of the Committee with respect to such cases of Assistant Professors.	Placed in 44th BoG meeting vide Item No. 44.12.
BoG 43.29	**To consider the promotion under CAS from the date of eligibility in respect of faculty staff members.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.13.
BoG 43.30	**To consider the fixation of pay of Dr. (Mrs.) Kiran, Professor, Humanities & Social Sciences Department.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.3.
BoG 43.31	**To consider the nomination of Chairman of the Purchase Finalization Committee for NIT, Kurukshetra.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.4.
BoG 43.32	**To consider the report of the Enquiry**	

	Officer appointed by the Board to enquire into the charges framed against Dr. Baldev Setia, Professor, Department of Civil Engineering of the Institute. The Enquiry Officer in his report has recommended that "*The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/ participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any.*"The Board considered and deliberated the report of the Enquiry Officer in detail and accepted the recommendations cautiously and decided that a copy of the report of the inquiry be forwarded to Prof. Baldev Setia who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules.	The decision of the Board has been conveyed to Dr. Baldev Setia vide latter No.Estt-I / PF / 2116 Dated 26.04.2018 for written statement. A separate agenda is placed before the Board vide item No. BoG 45.20.
BoG 43.33	**To consider the proposal to change the Inquiry Officer in the case of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra referred by the Central Bureau of Investigation (CBI).** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.5.
BoG 43.34	**To consider the confirmation of Shri Pankaj Kumar Bayati to the post of Deputy Registrar.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.6.
BoG 43.35	**To consider and approve the enhancement of research scholarships in Ph.D. programme of the Institute.**	

	This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.7.
BoG 43.36	**To consider the obsolescence of Laptop provided to Faculty/Non-Faculty Staff of the Institute.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.8.
BoG 43.37	**To consider the separation of accounting related to Research & Consultancy.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.9.
BoG 43.38	**To consider the proposal to set up Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore.** A presentation of the proposal to set up Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore was made before the Board. The Board desired that the agenda be put up in the next meeting for further deliberations.	Placed in 44th BoG meeting vide Item No. 44.15.
BoG 43.39	**To apprise the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.10.
BoG 43.40	**To apprise the action taken on the recommendations of the External Peer Review Committee.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.16.

BoG 43.41	**To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.** This agenda item was deferred for being taken up in the next meeting of the Board of Governors.	Placed in 44th BoG meeting vide Item No. 44.19.
	Any other item: The Board decided that the next meeting be scheduled for 05th February, 2018 at 02:30 pm in New Delhi.	44th meeting of the BoG was held on 05.02.2018 at Committee Room (New Building) Shri Lal Bahadur Shastri Rashtriya Sanskrit Vidyapeetha Qutub Institutional Area New Delhi – 110 016

Annexure-45.3(i)

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Course appraisal for Lecture classes

The objective of this form is to obtain feedback from the students so that the Lecture classes could be further improved.

Course Title & Code: _____

Name of the Faculty: _____ Branch/ Discipline/School: _____

Year and Semester: _____ Date: _____

Name of the student/Id: _____

CGPA %: _____

Please consider 1 as the lowest and 5 as Highest on the scale of 1 to 5.

	Course Organization	5	4	3	2	1
1.	Objectives and plan of the course					
2.	Coverage and depth of course plan					
3.	The topics were helpful to gain new knowledge					
4.	Availability of prescribed reading material					
	Presentation and Interaction	5	4	3	2	1
1.	Lecture organization, clarity and presentation of fundamental concepts					
2.	Faculty's oral presentation in terms of audibility and articulation					
3.	Faculty's blackboard/power point presentation in terms of organization and legibility					
4.	Encouragement given by the Faculty to think and reason, logically and objectively					
5.	Faculty's response to the questions asked in the class					
6.	The availability and approachability of the Faculty outside class hours					
7.	Faculty's attitude towards teaching of this course					
8.	Faculty maintains discipline in the class					
9.	The overall quality of teaching in this course					
	Examinations/Tests	5	4	3	2	1
1.	The tests covered the syllabus appropriately					
2.	Evaluation of subject understanding					
3.	Examinations were of appropriate level/length					
4.	Answer scripts were timely checked and shown					
5.	Fair and transparent Grading					

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA

Course appraisal form for Practical classes

The objective of this form is to obtain feedback from the students so that the Practical classes could be further improved.

Course Title & Code: _____
Name of the Faculty:_____ Branch/ Discipline/School:_____
Year and Semester:_____ Date:_____
Name of the student/id:_____
CGPA %: _____

Please consider 1 as the lowest and 5 as Highest on the scale of 1 to 5.

		5	4	3	2	1
1.	Handouts/ Laboratory manuals were available in advance					
2.	During the practical classes, your interaction with the Faculty/ Instructor was useful					
3.	Methodical and systematic work was emphasized					
4.	Faculty/ Instructors' preparation before going to laboratory was					
5.	Faculty/ Instructors' feedback on your report was prompt and useful					
6.	Availability and approachability of the Faculty/ Instructor outside the class hours were					
7.	Encouragement given by the Faculty/ Instructor to think and be creative was					
8.	The experiments provided new insights					
9.	Overall, the laboratory experience was					

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA

Course appraisal form for Tutorials

The objective of this form is to obtain feedback from the students so that the tutorial classes could be further improved.

Course Title & Code: _____
Name of the Faculty:_____ Branch/ Discipline/School:_____
Year and Semester:_____ Date:_____
Name of the student/id:_____
CGPA%: _____

Please consider 1 as the lowest and 5 as Highest on the scale of 1 to 5.

Sr.No.		5	4	3	2	1
1.	The correlation of tutorials with lecture					
2.	Clarifications on basic concepts taught in the lectures					
3.	The tutorials helped you to learn problem solving in a methodological way					
4.	The faculty's attitude towards tutorial					
5.	The availability and approachability of the faculty outside the class hours					
6.	Discussions between teacher and students					
7.	Overall usefulness of the tutorials					

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA

Feedback about Central facilities

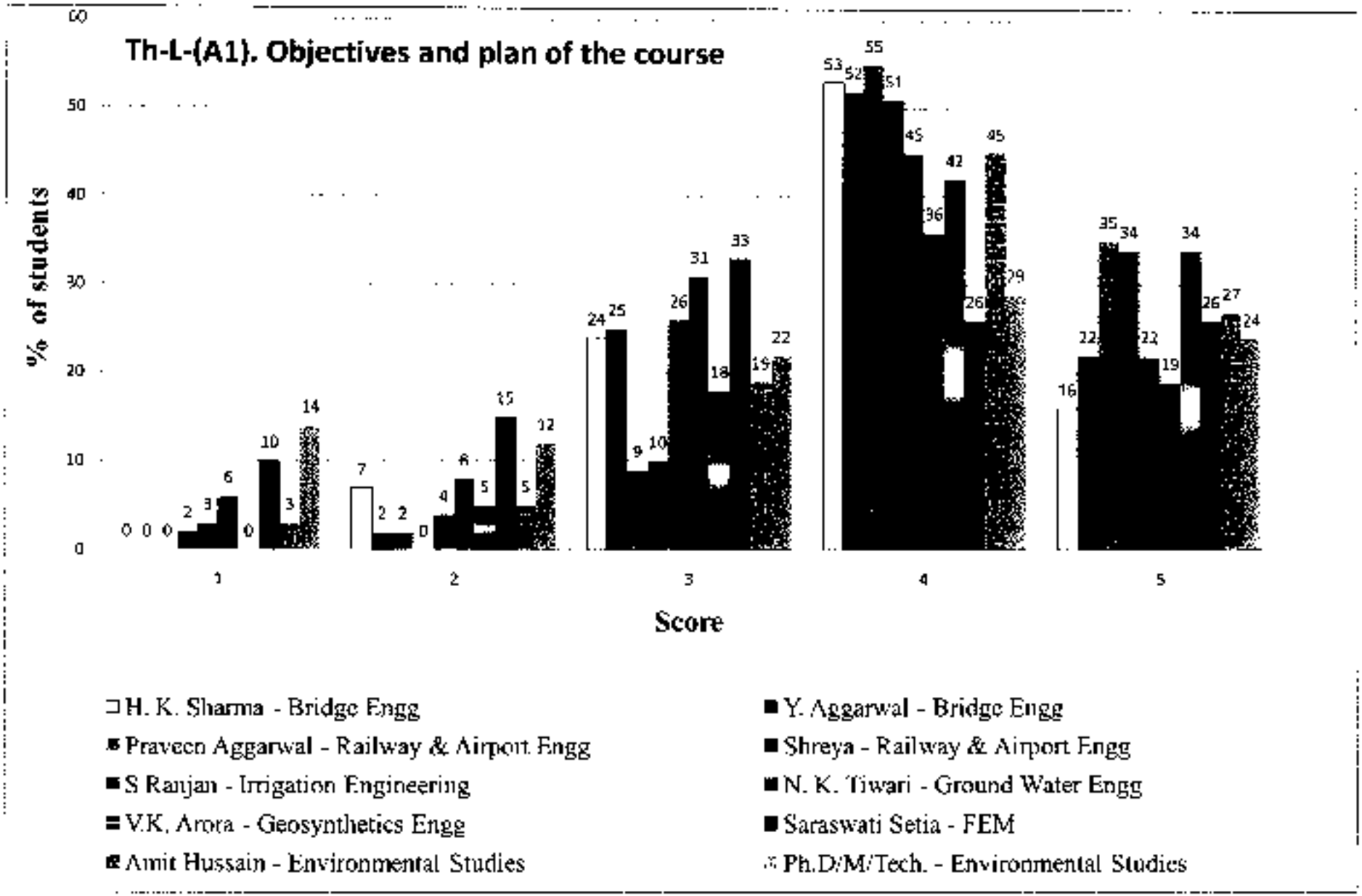
The objective of this form is to obtain feedback from the students so that the central facilities could be further improved.

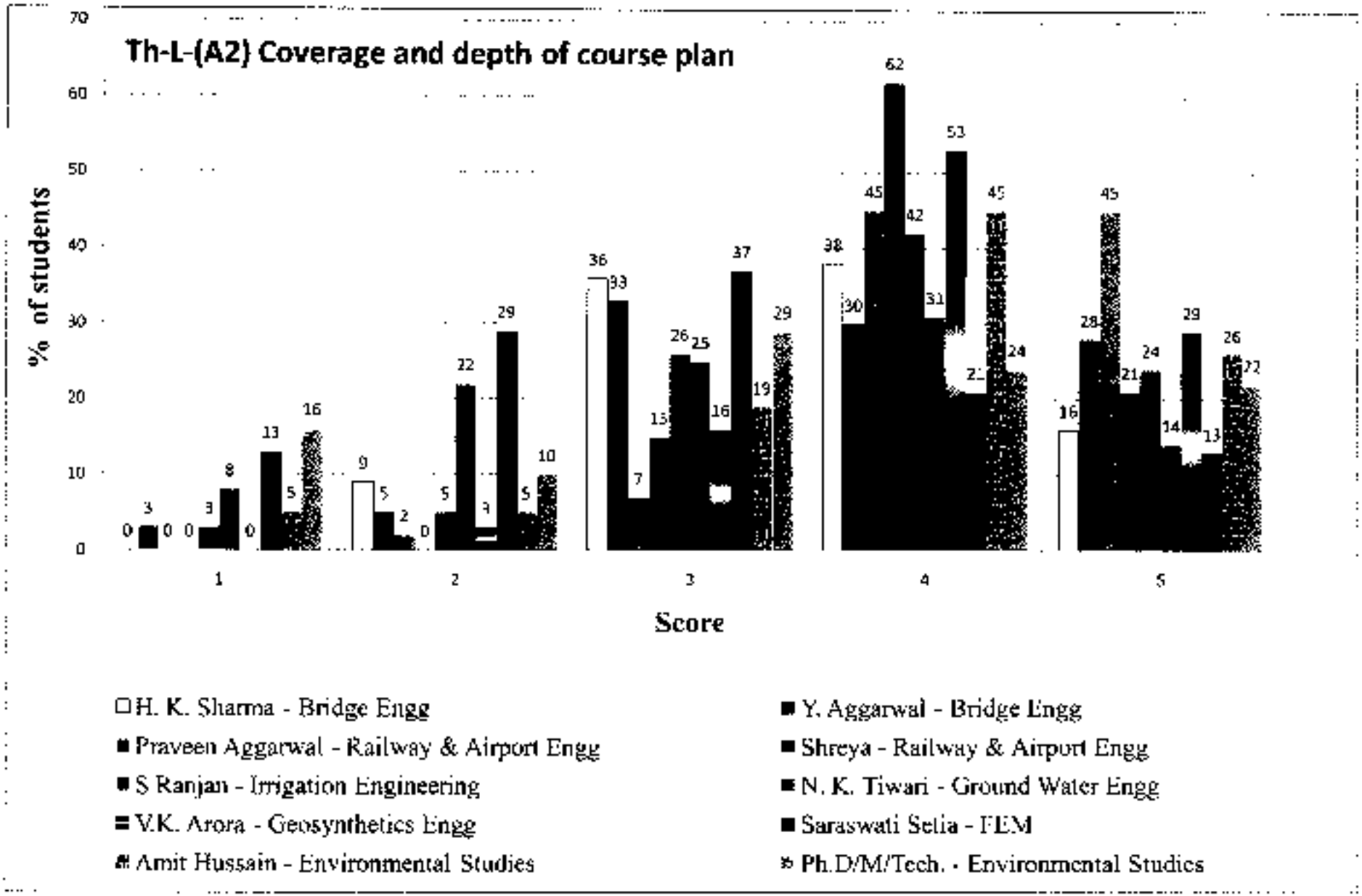
Name of the student/Id:_____ Branch/ Discipline/School:_____
Year and Semester:_____ Date:_____
CGPA %: _____

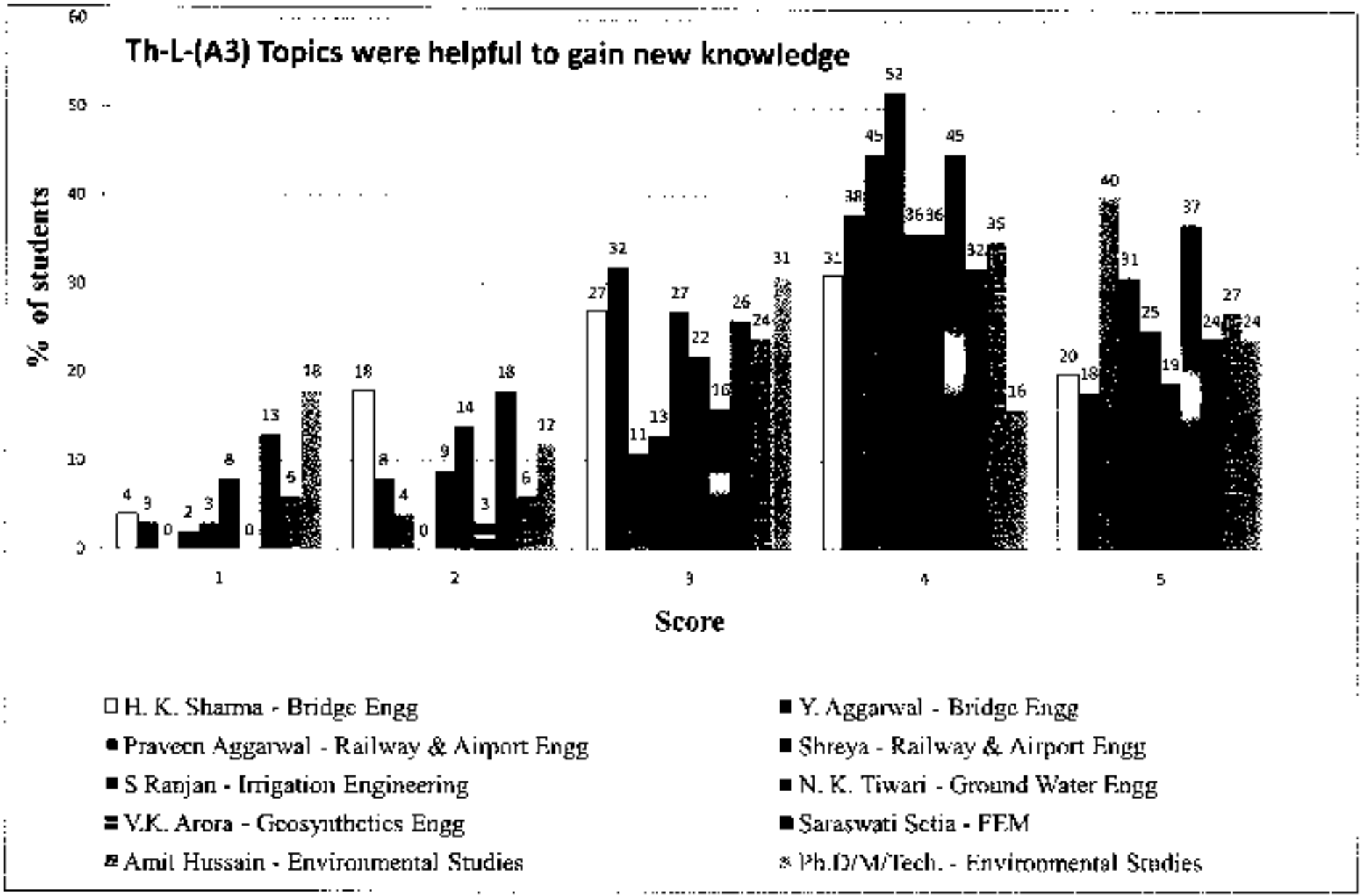
Please consider 1 as the lowest and 5 as Highest on the scale of 1 to 5.

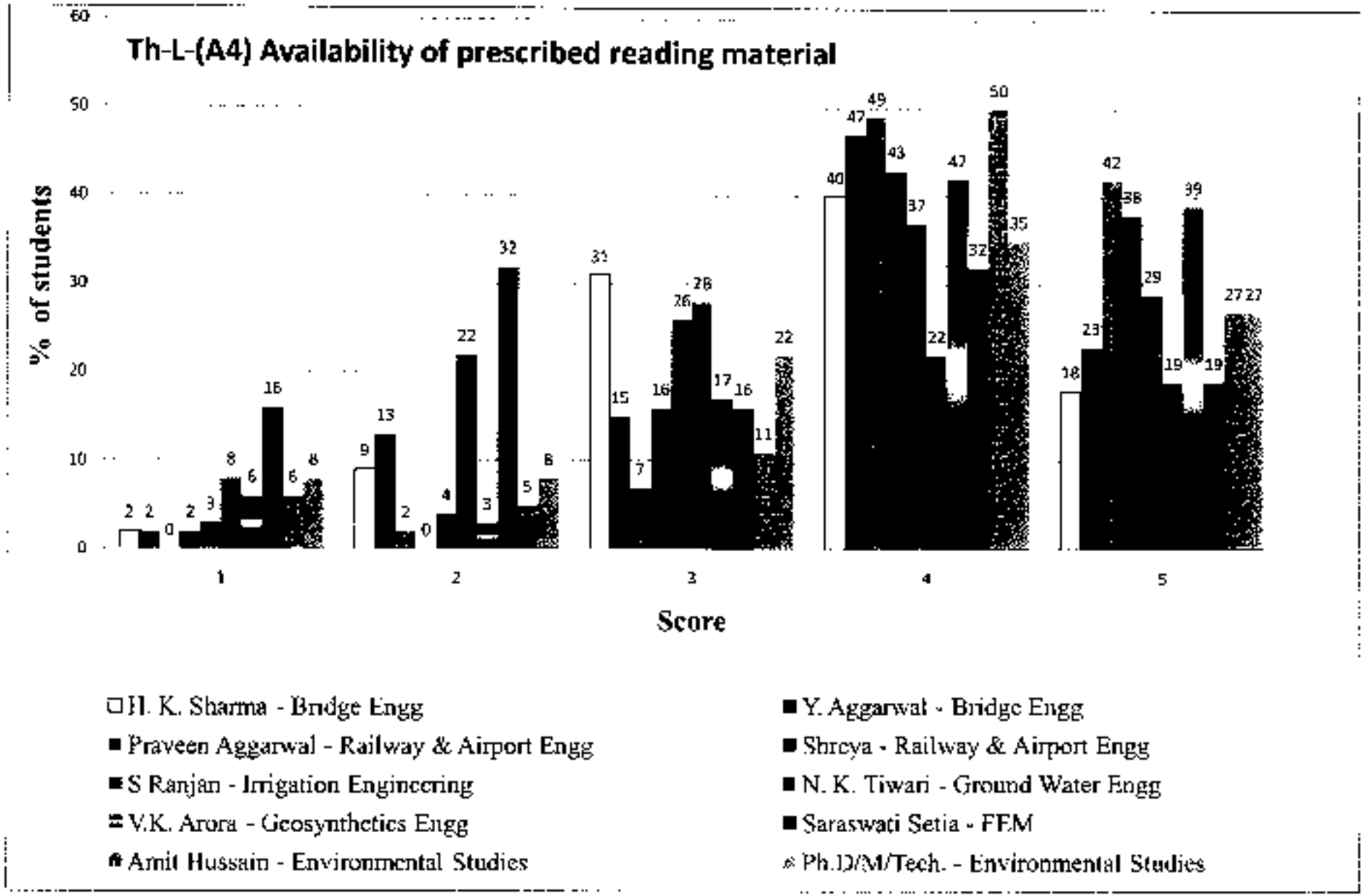
1.	Hostel Facilities		5	4	3	2	1
	a.	Ambience & Cleanliness					
	b.	Accommodation					
	c.	Mess: facility and Quality of food					
	d.	Common Room & other facilities					
	e.	Electricity supply and Internet facility					
	f.	Hostel Staff dealing					
2.	Library		5	4	3	2	1
	a.	Ambience and Cleanliness					
	b.	Book Bank Facilities					
	c.	Reference & General Section					
	d.	Library Automation Services					
	e.	Access to e-resources/Periodicals/ NPTEL and NDL					
	f.	Timings					
	g.	Photocopy Services					
	h.	Staff Dealing					
3.	Centre for Computer Networking (CCN)		5	4	3	2	1
	a.	Ambience and Cleanliness					
	b.	Infrastructure (Furniture)					
	c.	Number of Terminals					
	d.	Timings					
	e.	Website updates					
	f.	Staff dealing					
4.	Health Centre		5	4	3	2	1
	a.	Ambience and Cleanliness					
	b.	Timings					
	c.	OPD facility					
	d.	Medical Test facility					
	e.	Treatment satisfaction					

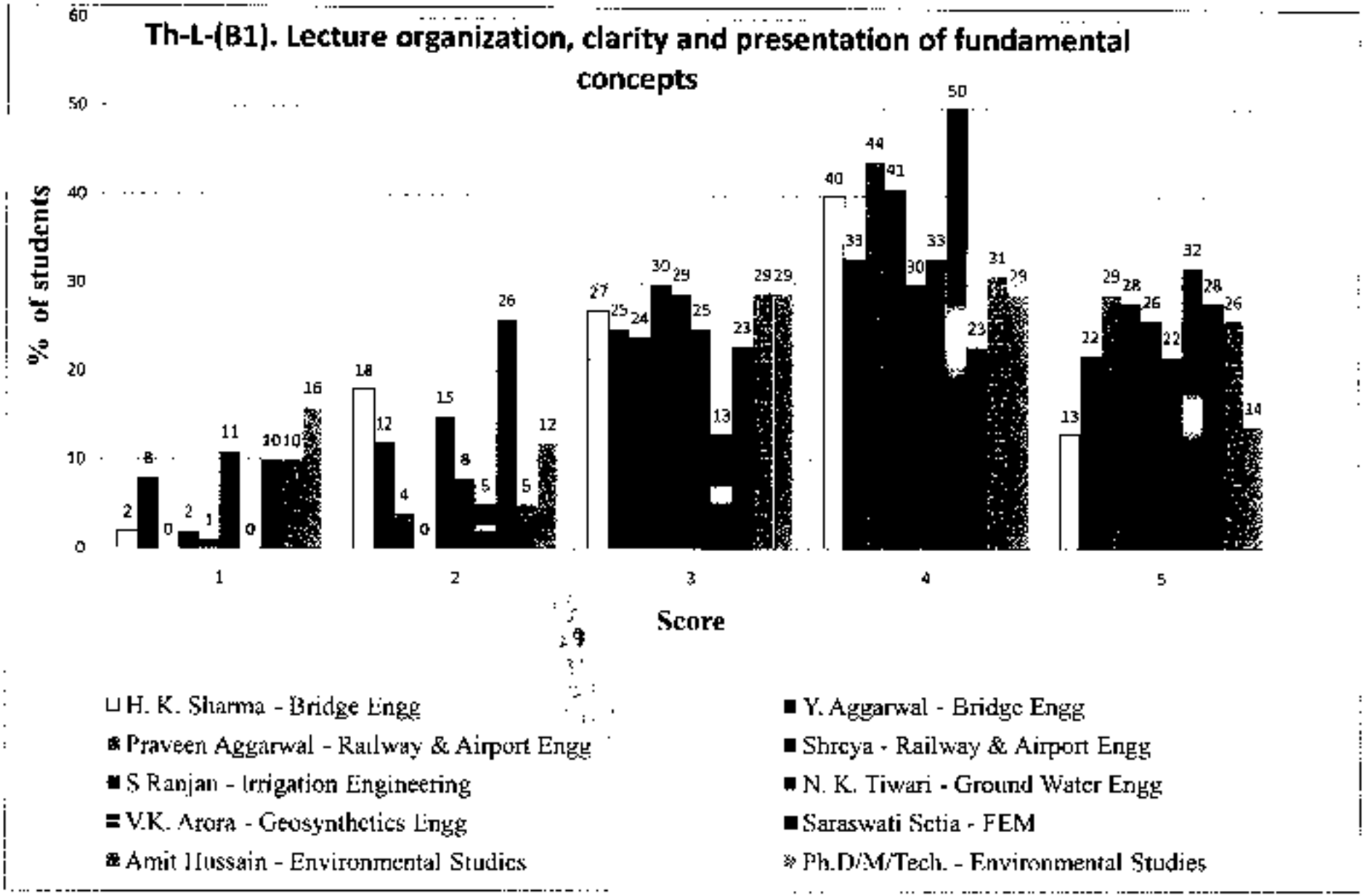
	f.	Staff dealing				
5.	Training & Placement Cell		5	4	3	2	1
	a	Ambience and Cleanliness					
	b.	Number of Companies visited campus					
	c.	Students placed as per specialization					
	d.	Average package offered					
	e.	Transparency/Fairness in policies					
	f.	Staff dealing					
6.	Academic Section		5	4	3	2	1
	a	Students Help Desk Functioning					
	b.	Teaching Schedule					
	c.	Conduct of Examination					
	d.	Follow up academic rules & regulations					
	e.	Staff dealing					
7.	Accounts Section		5	4	3	2	1
	a.	Release of fellowship					
	b.	Promptness of services					
	c.	Staff dealing					
8.	Students Activity		5	4	3	2	1
	a.	Ambience and Cleanliness					
	b.	Sports complex facilities					
	c.	Swimming Pool facility					
	d.	Sports activities					
	e.	Cultural and Technical activities					
	f.	Tech Spardha /Confluence /Others					
	g.	NCC					

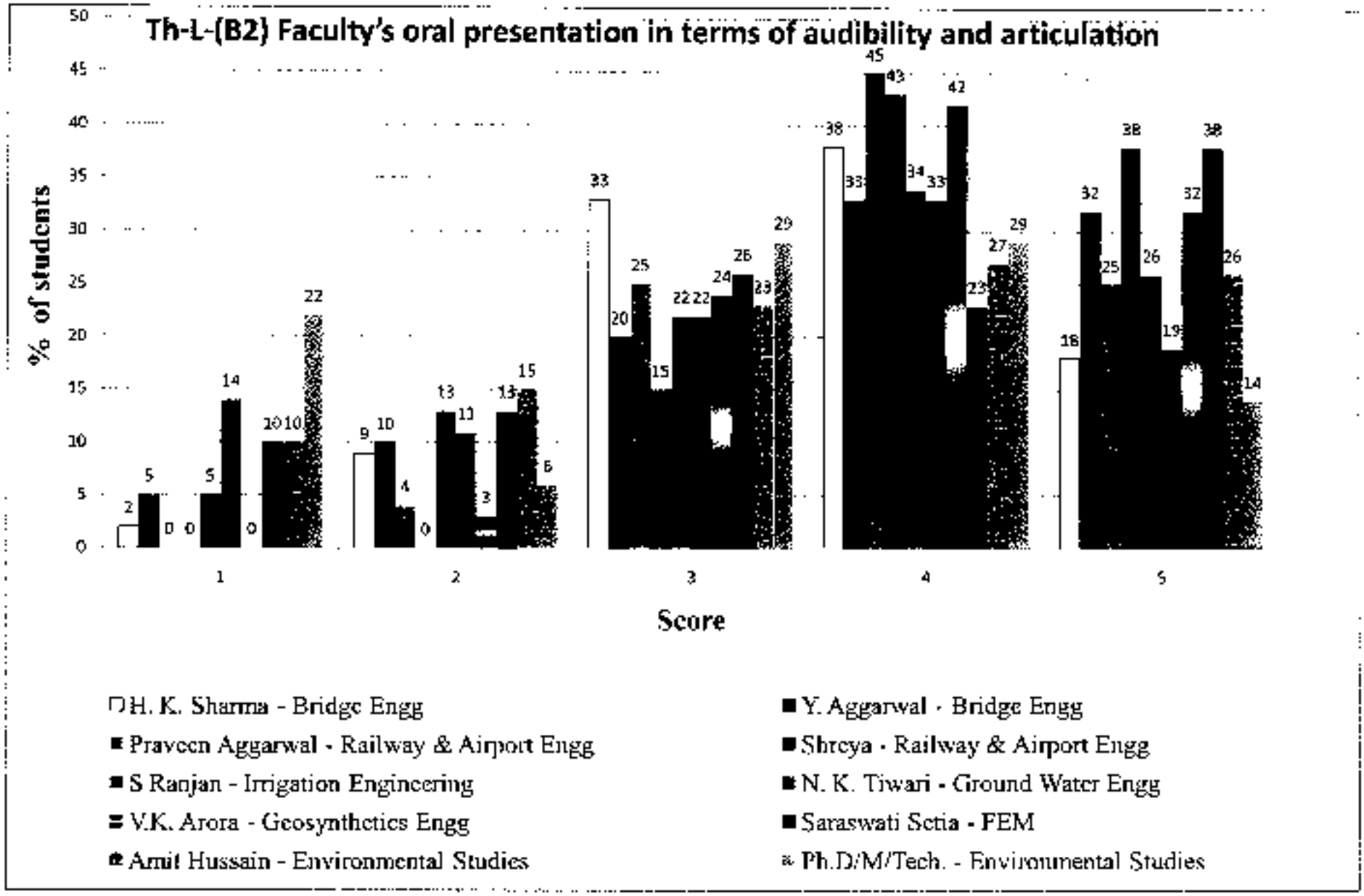

Th-L-(A1). Objectives and plan of the course
% of students
Score
H. K. Sharma - Bridge Engg
Y. Aggarwal - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
Shreya - Railway & Airport Engg
S Ranjan - Irrigation Engineering
N. K. Tiwari - Ground Water Engg
V.K. Arora - Geosynthetics Engg
Saraswati Setia - FEM
Amit Hussain - Environmental Studies
Ph.D/M/Tech. - Environmental Studies

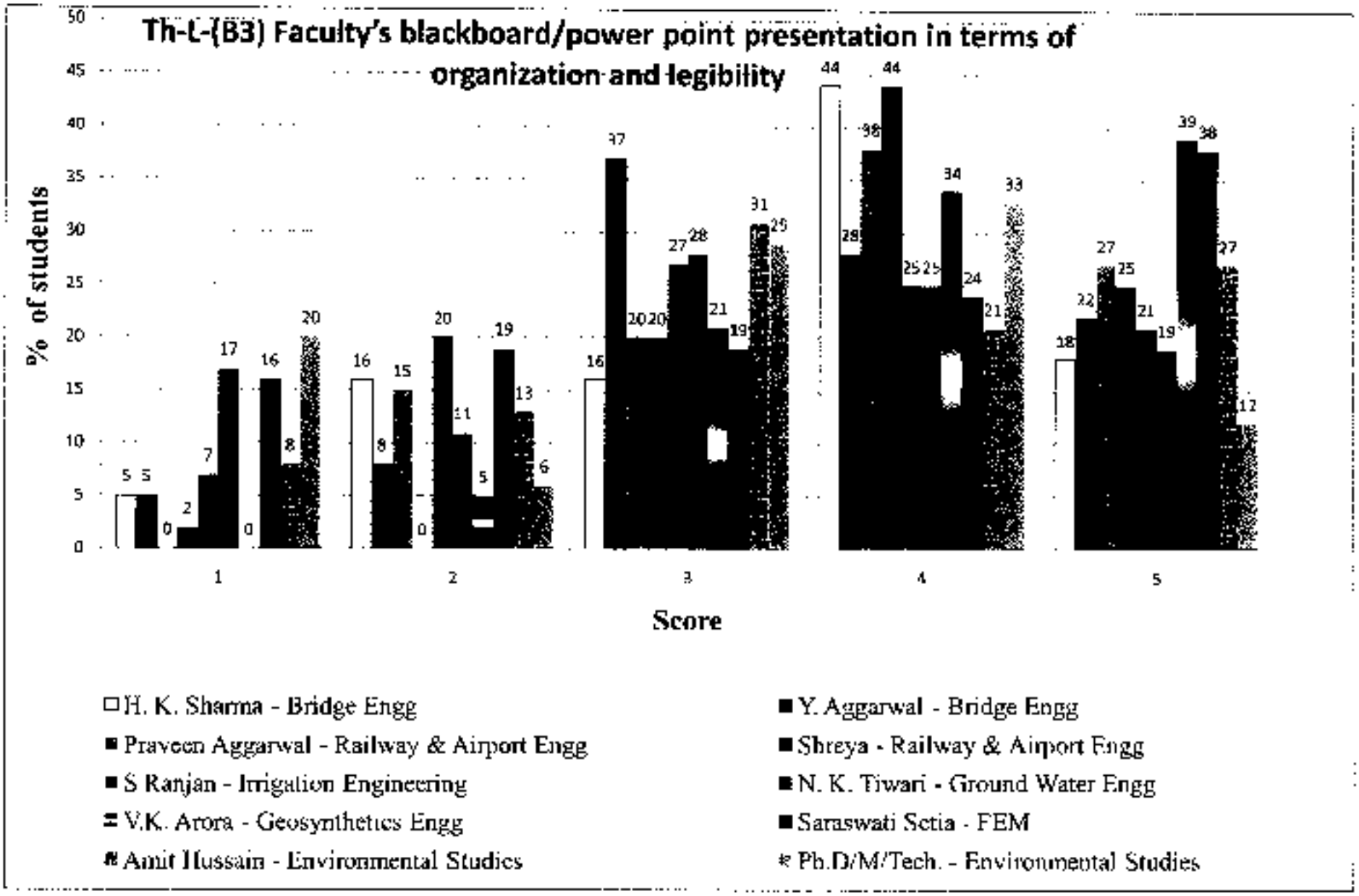

Th-L-(A2) Coverage and depth of course plan
% of students
Score
H. K. Sharma - Bridge Engg
Y. Aggarwal - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
Shreya - Railway & Airport Engg
S Ranjan - Irrigation Engineering
N. K. Tiwari - Ground Water Engg
V.K. Arora - Geosynthetics Engg
Saraswati Setia - FEM
Amit Hussain - Environmental Studies
Ph.D/M/Tech. - Environmental Studies

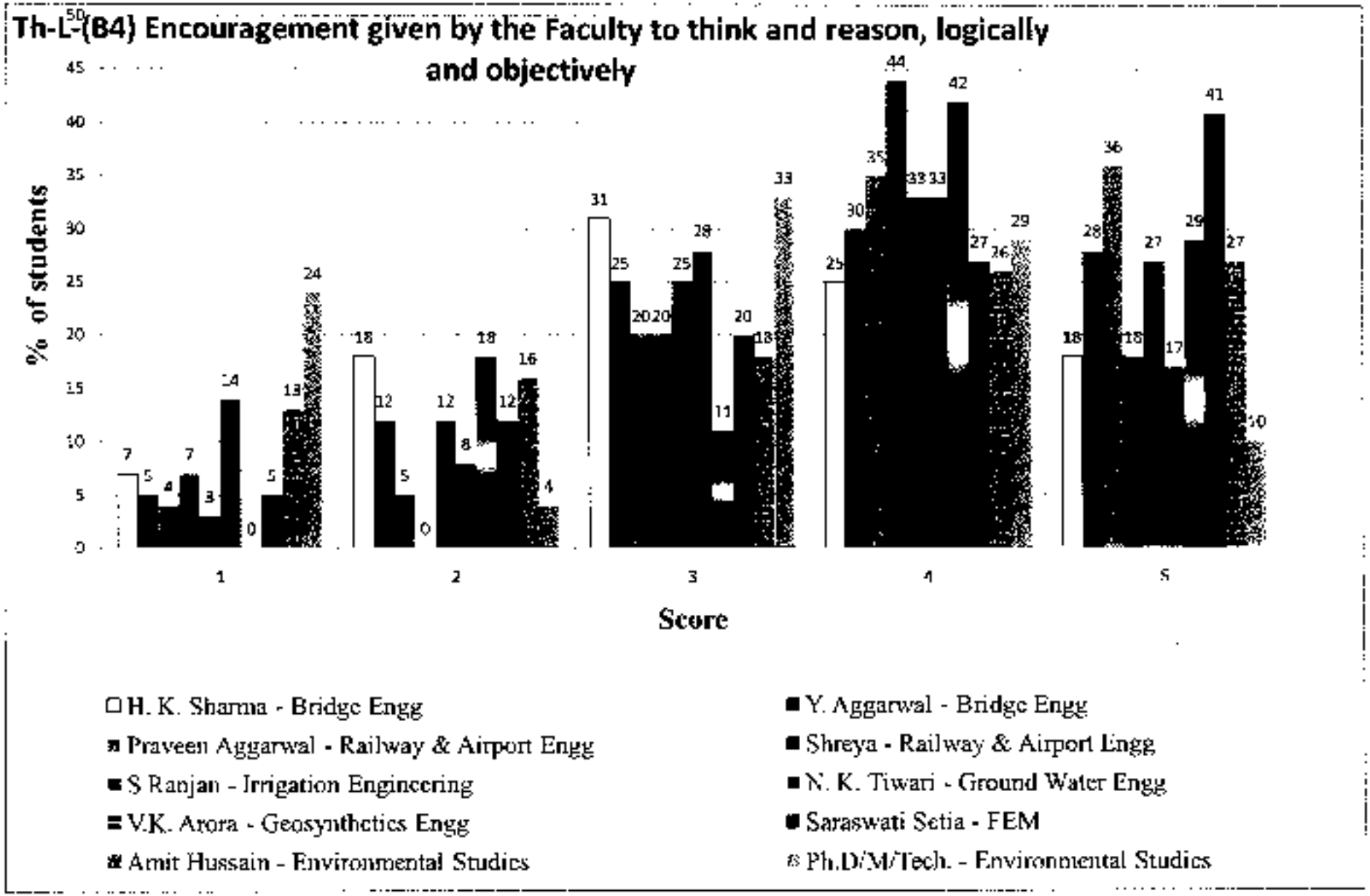

Th-L-(A3) Topics were helpful to gain new knowledge
% of students
Score
H. K. Sharma - Bridge Engg
Y. Aggarwal - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
Shreya - Railway & Airport Engg
S Ranjan - Irrigation Engineering
N. K. Tiwari - Ground Water Engg
V.K. Arora - Geosynthetics Engg
Saraswati Setia - FEM
Amit Hussain - Environmental Studies
Ph.D/M/Tech. - Environmental Studies

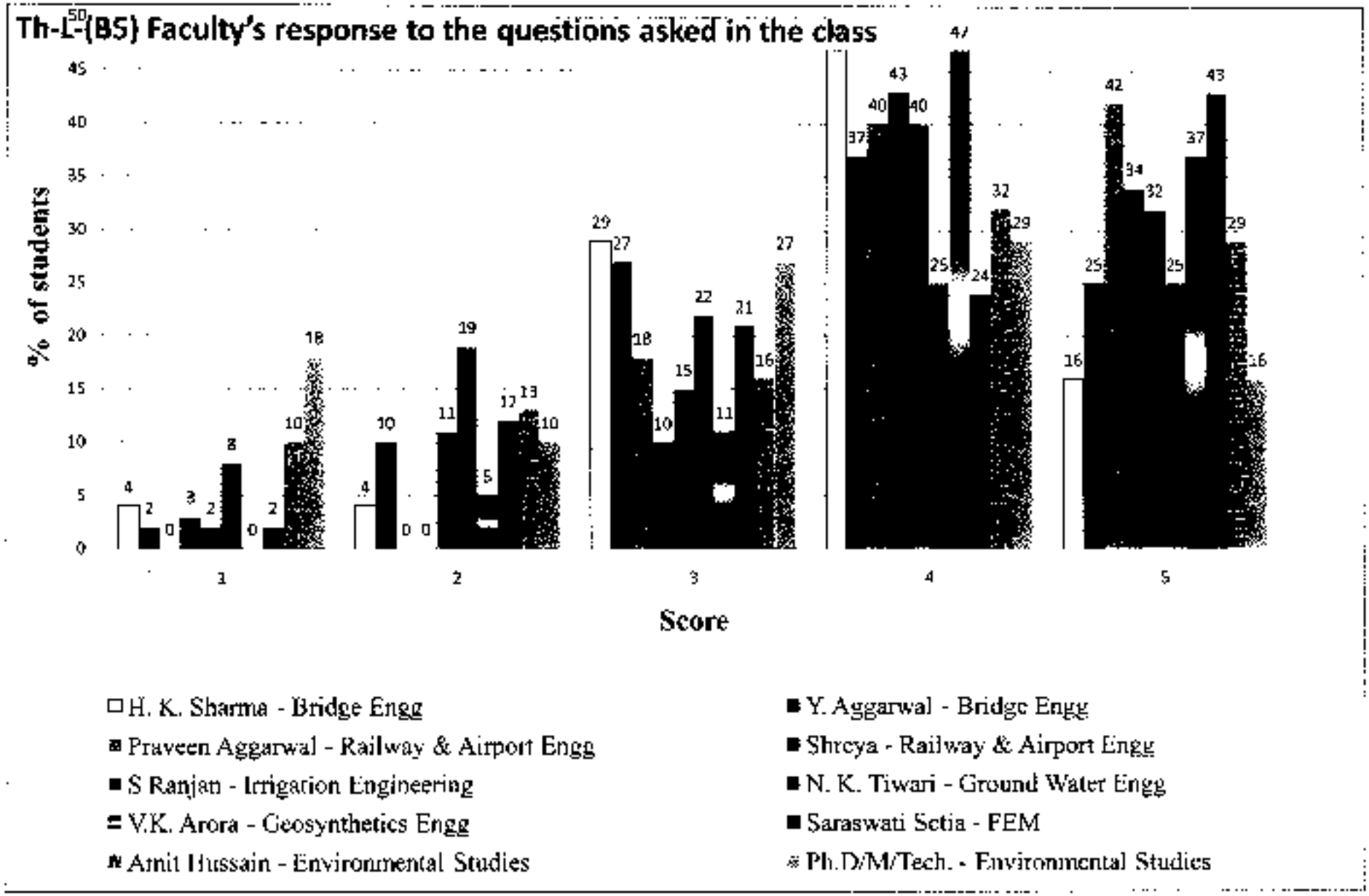

Th-L-(A4) Availability of prescribed reading material
% of students
Score
1
2
3
4
5
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M/Tech. - Environmental Studies

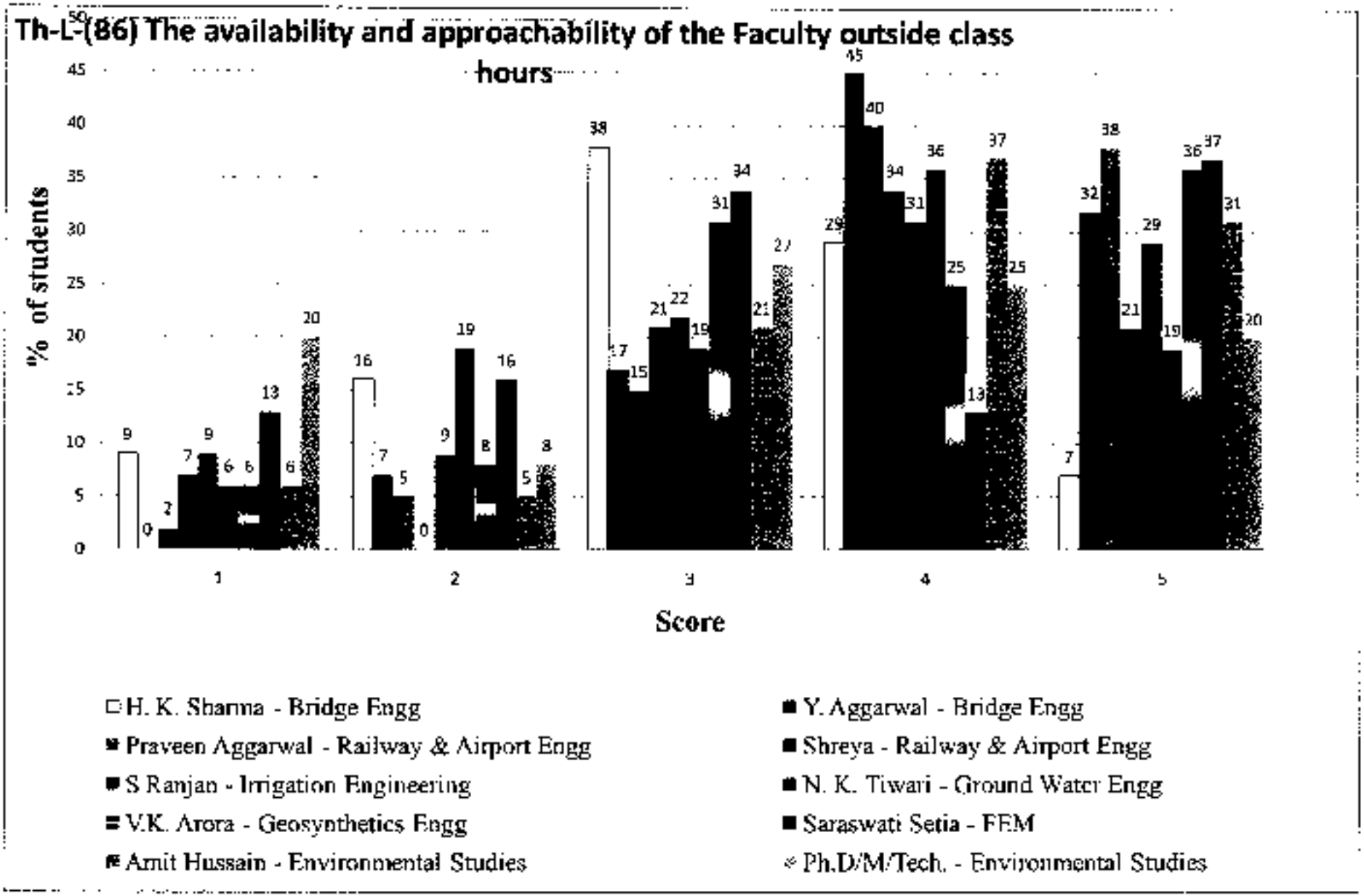

Th-L-(B1). Lecture organization, clarity and presentation of fundamental concepts
% of students
Score
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M/Tech. - Environmental Studies


Th-L-(B2) Faculty's oral presentation in terms of audibility and articulation
% of students
Score
H. K. Sharma - Bridge Engg
Y. Aggarwal - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
Shreya - Railway & Airport Engg
S Ranjan - Irrigation Engineering
N. K. Tiwari - Ground Water Engg
V.K. Arora - Geosynthetics Engg
Saraswati Setia - FEM
Amit Hussain - Environmental Studies
Ph.D/M/Tech. - Environmental Studies

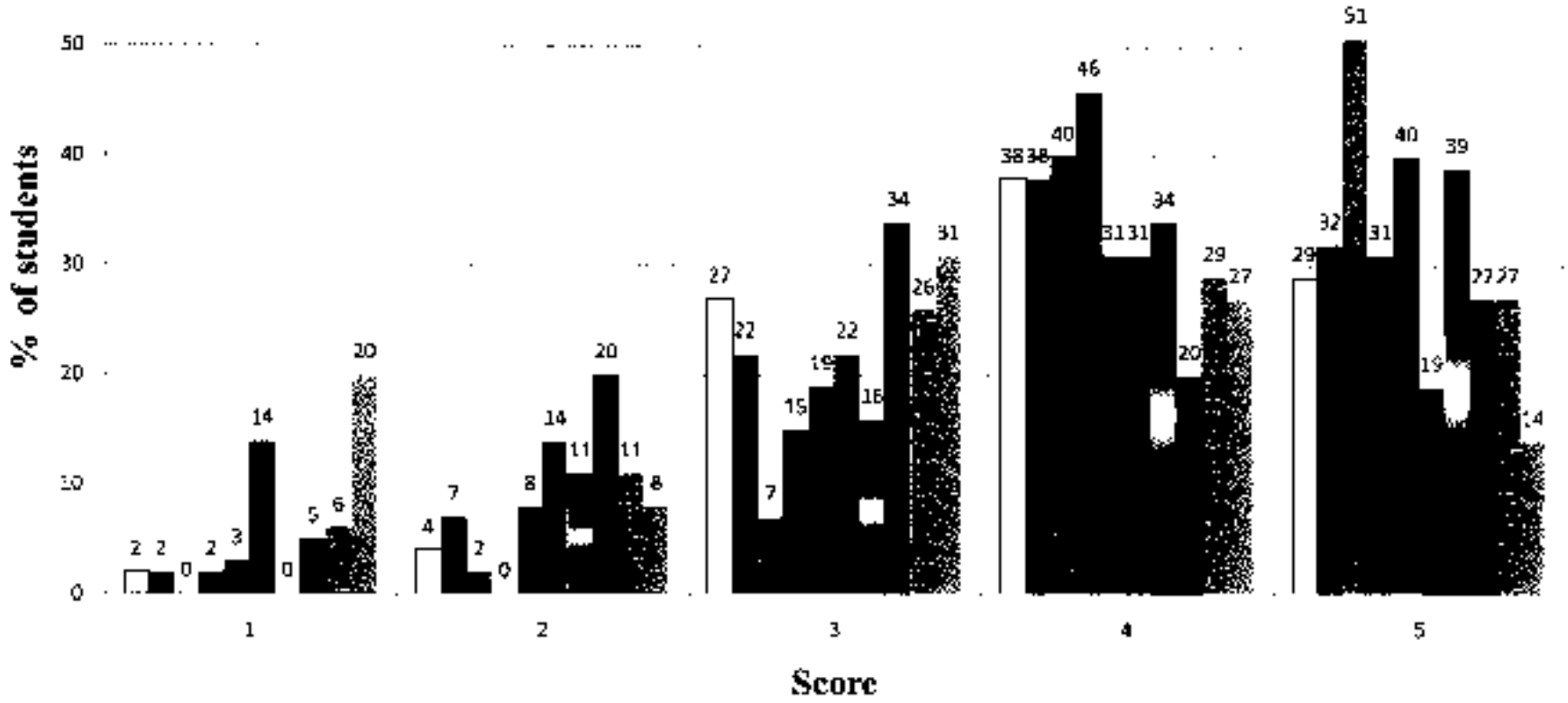

Th-L-(B3) Faculty's blackboard/power point presentation in terms of organization and legibility
% of students
Score
H. K. Sharma - Bridge Engg
Y. Aggarwal - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
Shreya - Railway & Airport Engg
S Ranjan - Irrigation Engineering
N. K. Tiwari - Ground Water Engg
V.K. Arora - Geosynthetics Engg
Saraswati Setia - FEM
Amit Hussain - Environmental Studies
Ph.D/M/Tech. - Environmental Studies

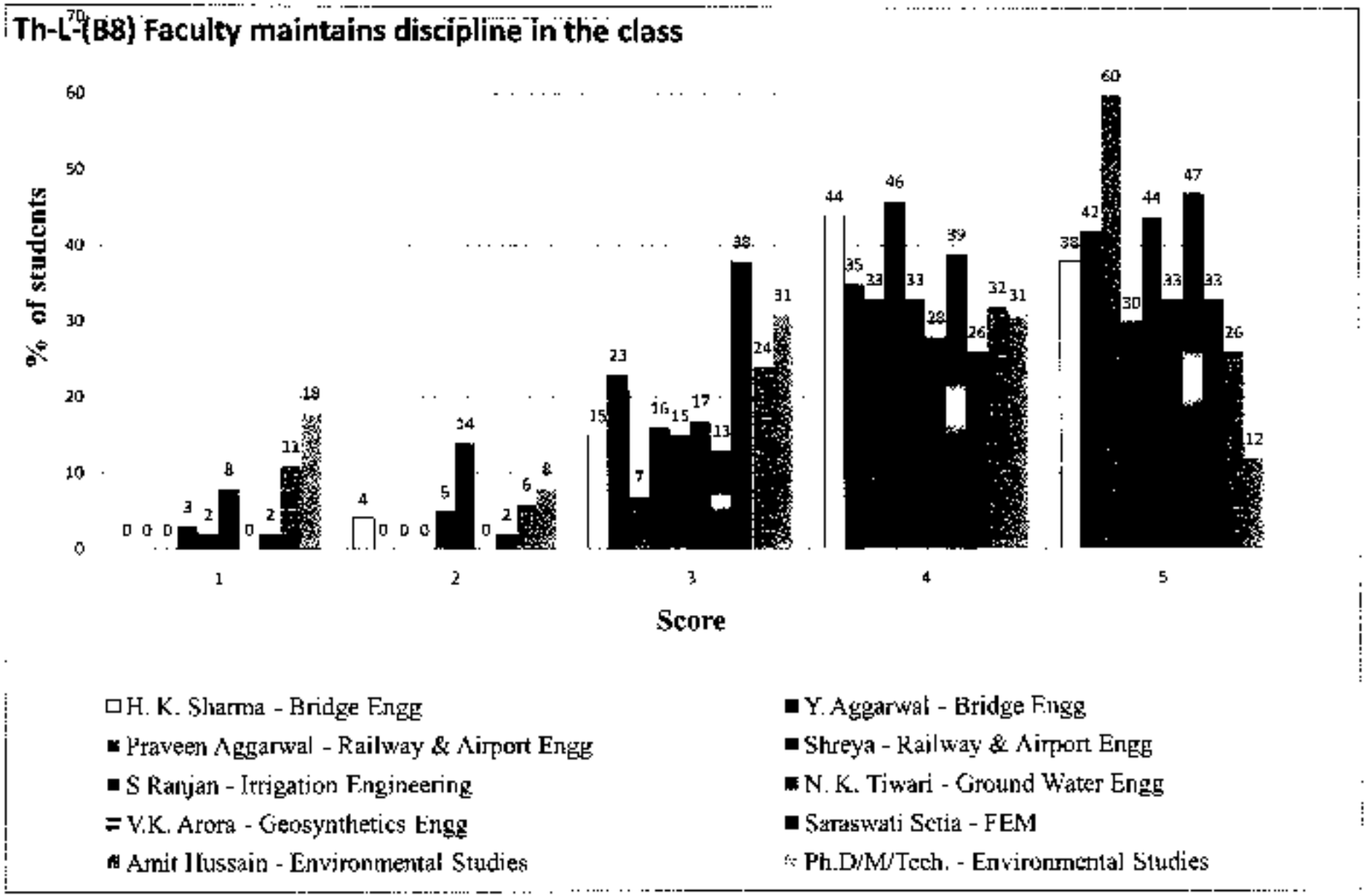

Th-L-(B4) Encouragement given by the Faculty to think and reason, logically and objectively
% of students
Score
1
2
3
4
5
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M/Tech. - Environmental Studies

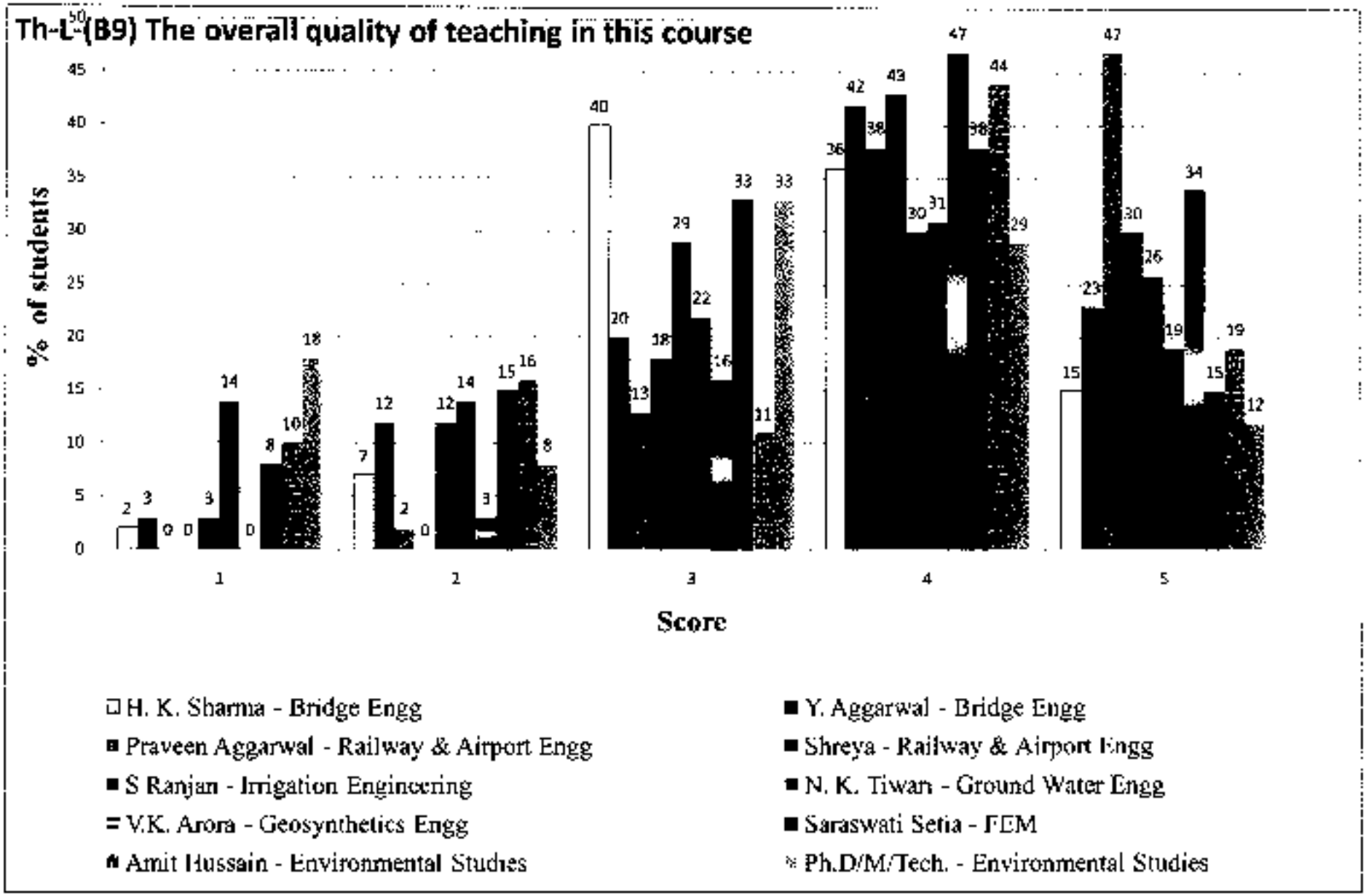

Th-L-(BS) Faculty's response to the questions asked in the class
% of students
Score
H. K. Sharma - Bridge Engg
Y. Aggarwal - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
Shreya - Railway & Airport Engg
S Ranjan - Irrigation Engineering
N. K. Tiwari - Ground Water Engg
V.K. Arora - Geosynthetics Engg
Saraswati Setia - FEM
Amit Hussain - Environmental Studies
Ph.D/M/Tech. - Environmental Studies


Th-L-(86) The availability and approachability of the Faculty outside class hours
% of students
Score
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M/Tech. - Environmental Studies

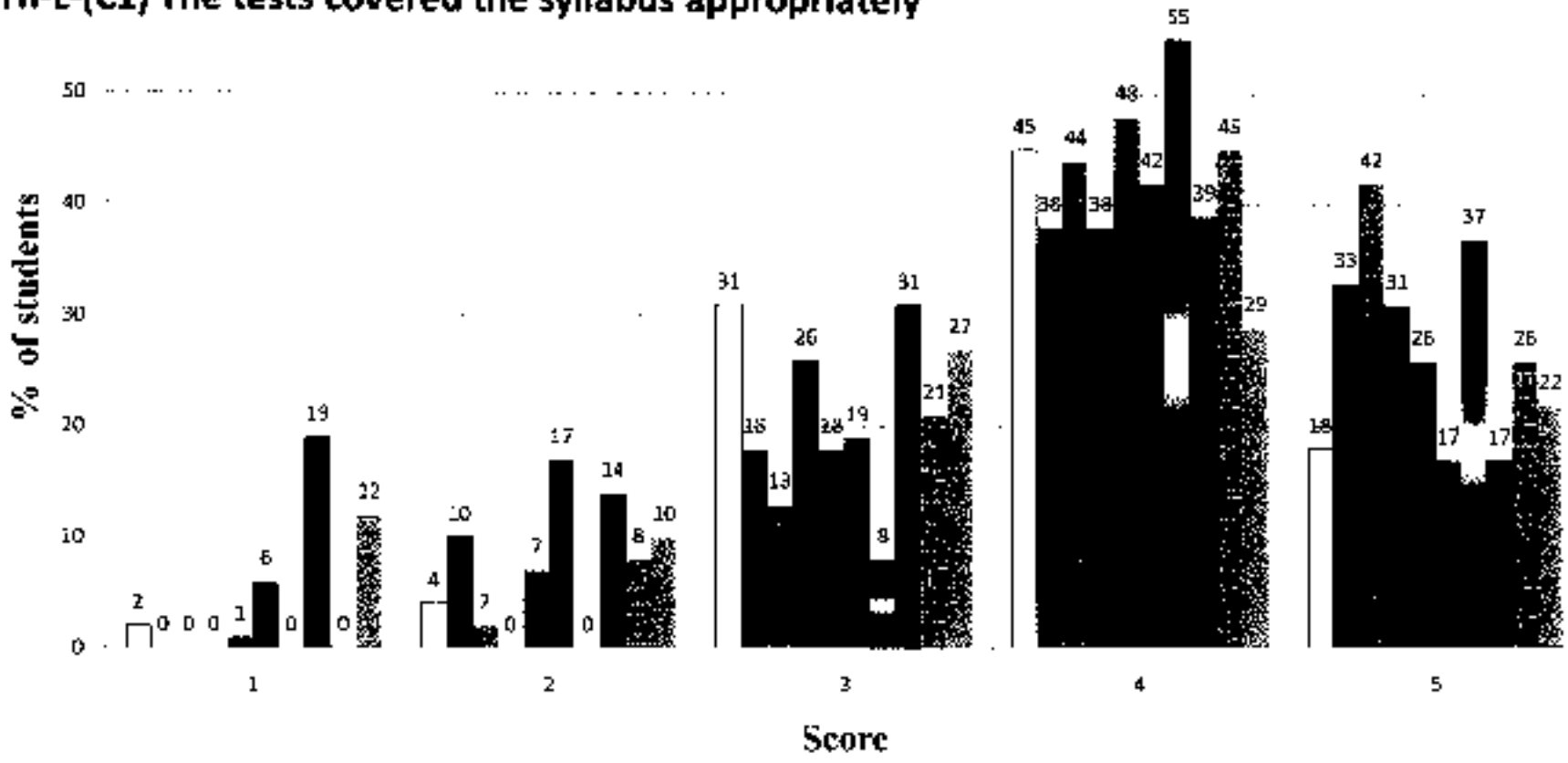
Th-L-(B7) Faculty's attitude towards teaching of this course



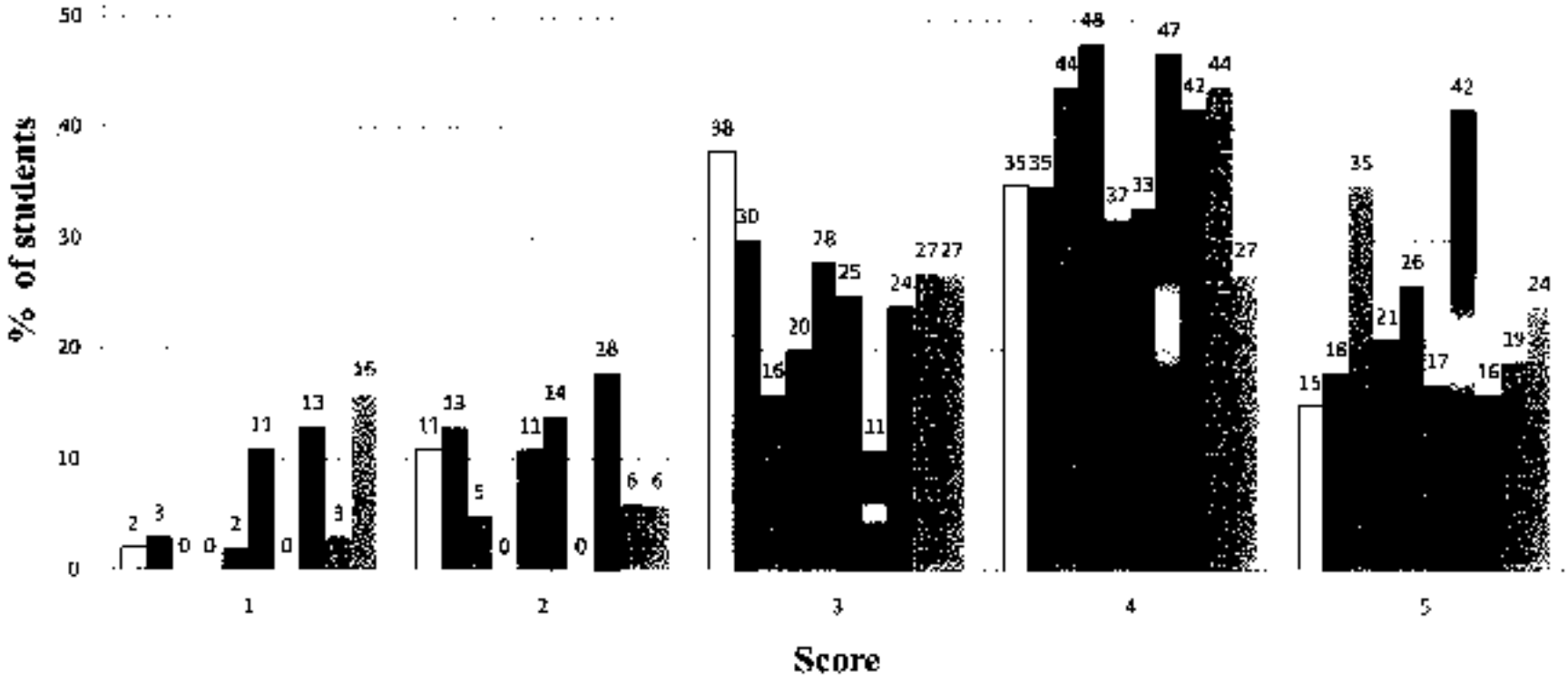

Th-L-(B8) Faculty maintains discipline in the class
% of students
Score
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M/Tech. - Environmental Studies


Th-L-(B9) The overall quality of teaching in this course
% of students
Score
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M.Tech. - Environmental Studies

Th-L-(C1) The tests covered the syllabus appropriately

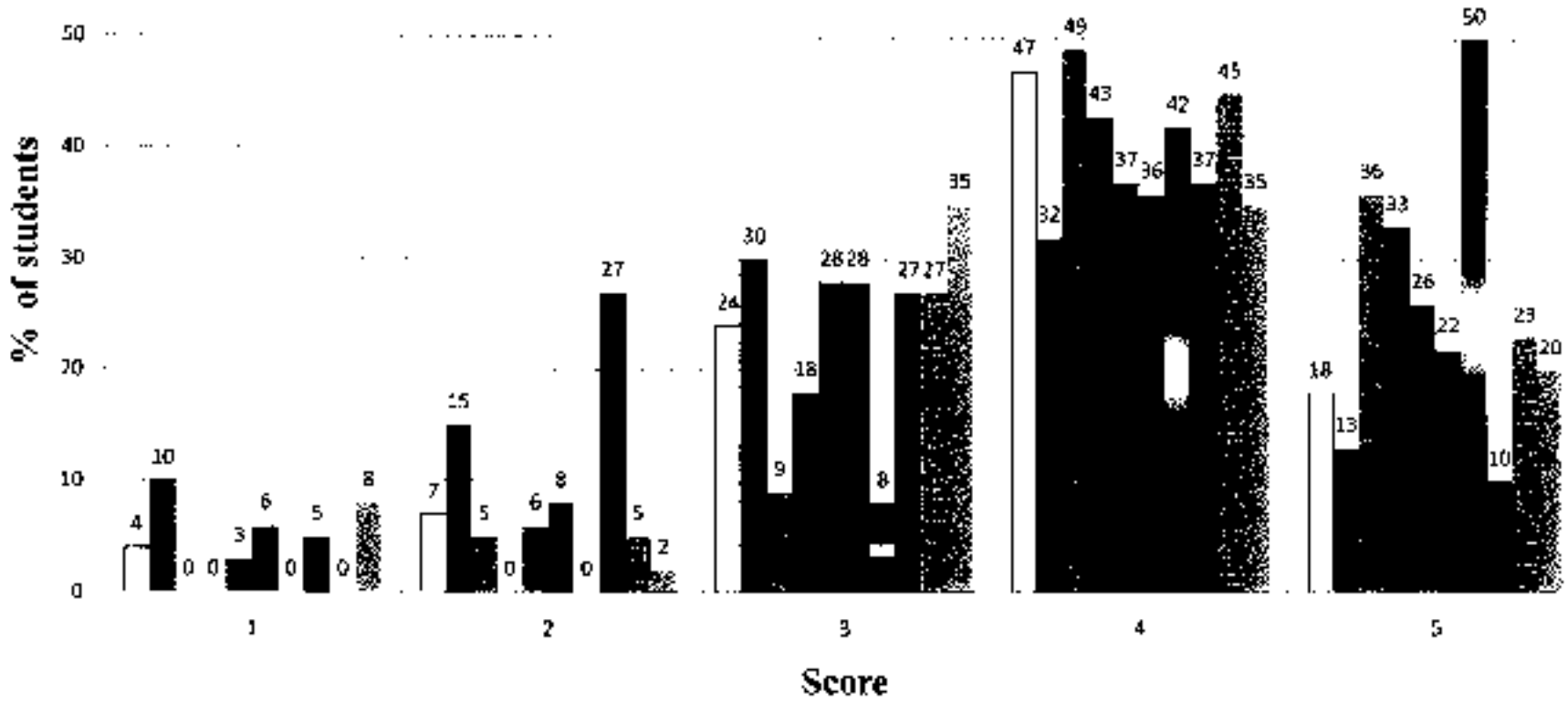


Th-L-60-(C2) Evaluation of subject understanding



- □ H. K. Sharma - Bridge Engg
- ■ Praveen Aggarwal - Railway & Airport Engg
- ■ S Ranjan - Irrigation Engineering
- ■ V.K. Arora - Geosynthetics Engg
- ■ Amit Hussain - Environmental Studies
- ■ Y. Aggarwal - Bridge Engg
- ■ Shreya - Railway & Airport Engg
- ■ N. K. Tiwari - Ground Water Engg
- ■ Saraswati Setia - FEM
- * Ph.D/M/Tech. - Environmental Studies

Th-L-(C3) Examinations were of appropriate level/length



- H. K. Sharma - Bridge Engg
- Y. Aggarwal - Bridge Engg
- Praveen Aggarwal - Railway & Airport Engg
- Shreya - Railway & Airport Engg
- S Ranjan - Irrigation Engineering
- N. K. Tiwari - Ground Water Engg
- V.K. Arora - Geosynthetics Engg
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- Amit Hussain - Environmental Studies
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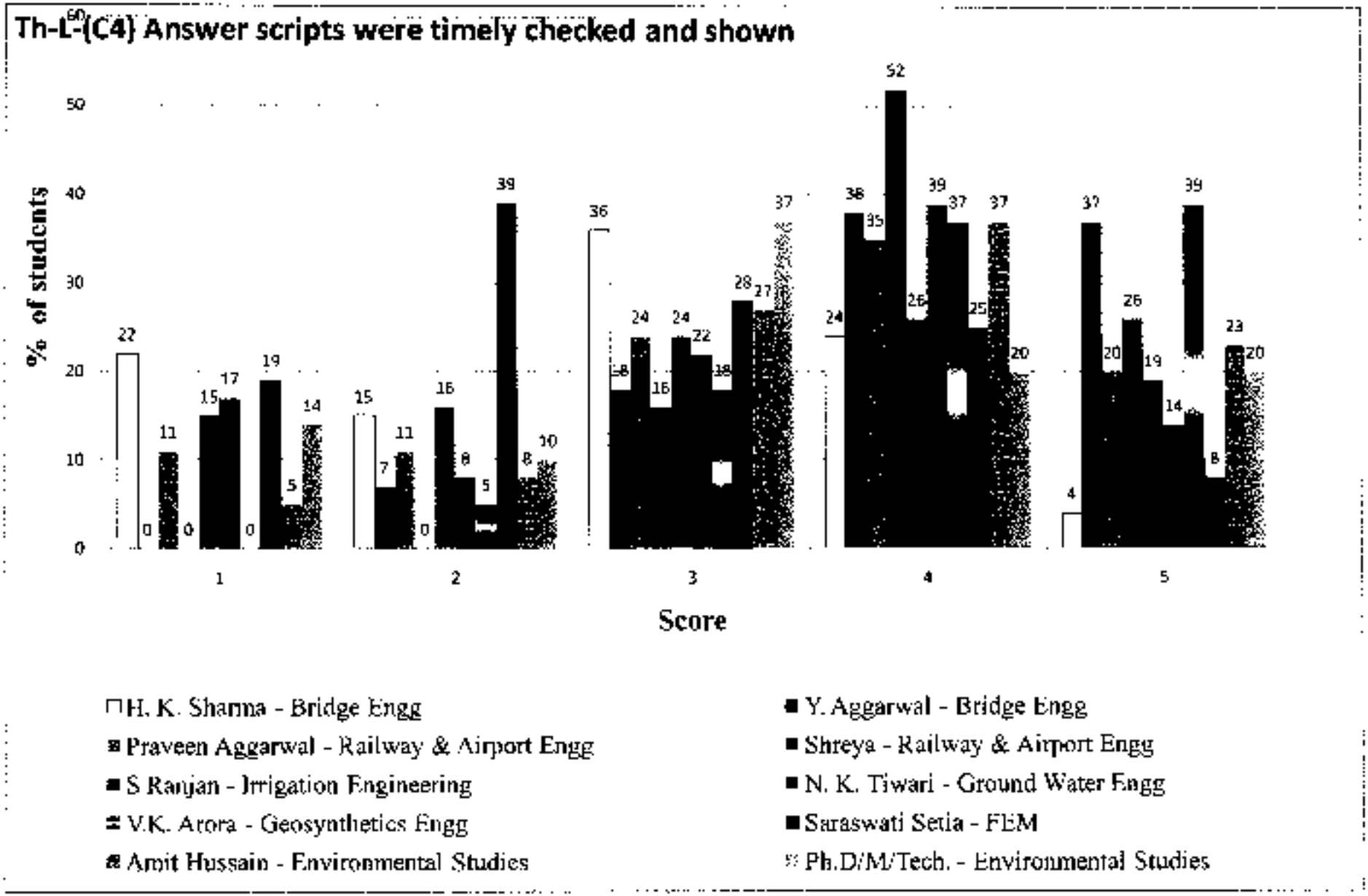
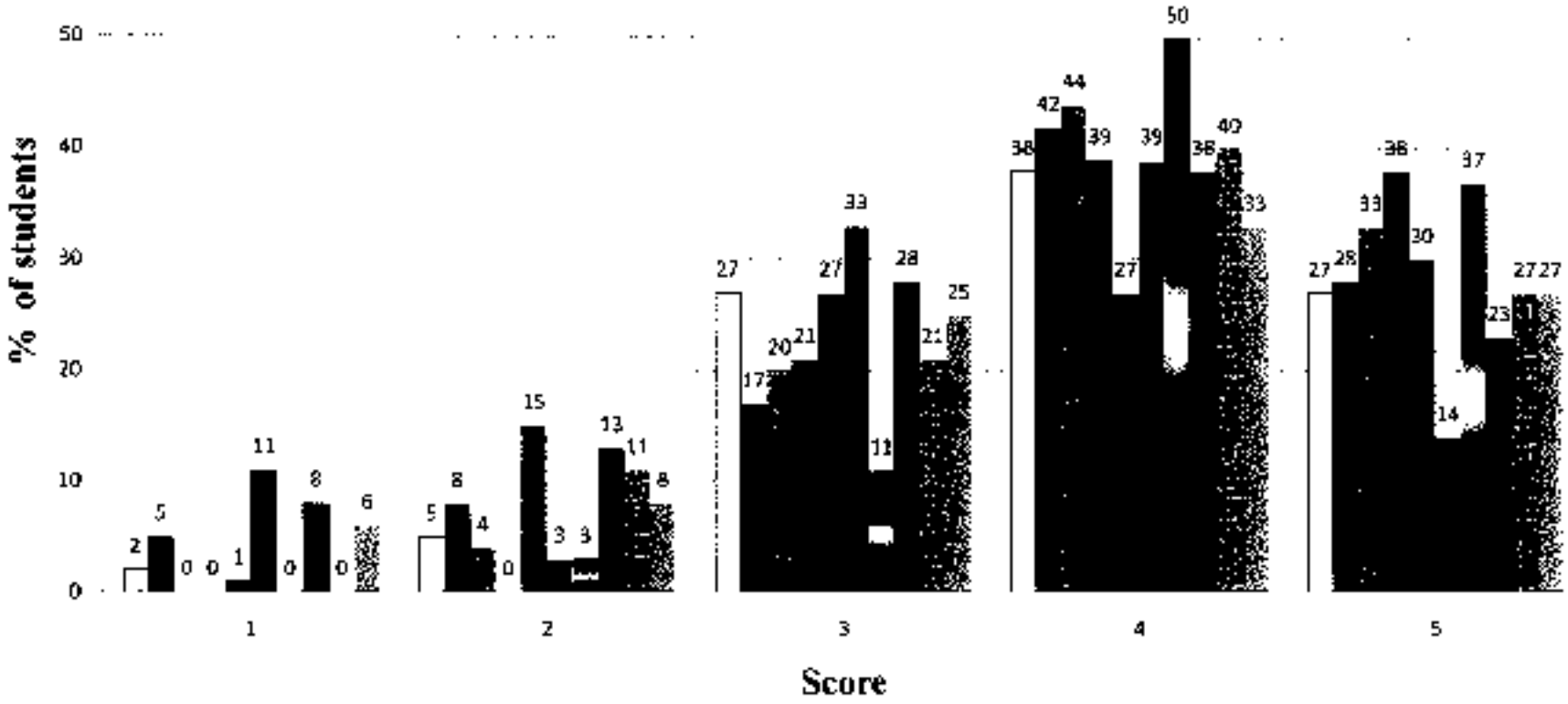

Th-L-(C4) Answer scripts were timely checked and shown
% of students
Score
H. K. Sharma - Bridge Engg
Praveen Aggarwal - Railway & Airport Engg
S Ranjan - Irrigation Engineering
V.K. Arora - Geosynthetics Engg
Amit Hussain - Environmental Studies
Y. Aggarwal - Bridge Engg
Shreya - Railway & Airport Engg
N. K. Tiwari - Ground Water Engg
Saraswati Setia - FEM
Ph.D/M/Tech. - Environmental Studies

Th-L-(C5) Fair and transparent grading



- H. K. Sharma - Bridge Engg
- Praveen Aggarwal - Railway & Airport Engg
- S Ranjan - Irrigation Engineering
- V.K. Arora - Geosynthetics Engg
- Amit Hussain - Environmental Studies
- Y. Aggarwal - Bridge Engg
- Shreya - Railway & Airport Engg
- N. K. Tiwari - Ground Water Engg
- Saraswati Setia - FEM
- Ph.D/M/Tech. - Environmental Studies

BoG 45.4 To note the Action Taken Report on the minutes of 44th Meeting of Board of Governors held on 05th February, 2018.

Item No.	Subject	Action Taken
BoG 44.1	**To note the leave of absence of members.** The representative of the Special Secretary (TE), Ministry of Human Resource Development, New Delhi communicated his inability to attend the meeting due to some important official engagement. Ms. Bhagyesh Soneji, nominee of NIT Council, could not attend the meeting as she could not be informed for the meeting due to non-availability of her correspondence/ communication details.	No further action required.
BoG 44.2	**To confirm the minutes of the 43rd meeting of the Board of Governors held on 23.01.2018.** The Board confirmed the minutes of the 43rdmeeting of the Board of Governors held on 27.06.2017 with the following modifications in respect of item No. BoG 43.32and confirmed as: *The Enquiry Officer in his report has recommended that "The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/ participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any." The Board considered and deliberated the report of the Enquiry Officer in detail and accepted the recommendations cautiously and decided that Prof. Baldev Setia be 'censured' under Rule 16 as specified in clause (i) of Rule 11 of CCS (CSA) Rules and the decision, along with a copy of the report of the inquiry, be forwarded to Prof. Baldev Setia who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules.*	The decision of the Board has been conveyed to Dr. Baldev Setia vide letter No. Esstt./I/PF/2116 dated 26.04.2018. A separate agenda is placed before the Board vide item No. BoG 45.20.

BoG 44.3	**To consider the fixation of pay of Dr. (Mrs.) Kiran, Professor, Humanities & Social Sciences Department.** The Board deliberated the agenda item in detail and accepted the recommendations of the High Level Committee.	No further action required.
BoG 44.4	**To consider the nomination of Chairman of the Purchase Finalization Committee for NIT, Kurukshetra.** The Board approved the name of Dr. Dinesh Khanduja, Professor, Mechanical Engineering Department as Chairman, Purchase Finalization Committee for one year or till new rules are framed whichever is earlier.	The draft of Store & Purchase Rules has been prepared and shall be placed before the Board through FC in the next meeting.
BoG 44.5	**To consider the proposal to change the Inquiry Officer in the case of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra referred by the Central Bureau of Investigation (CBI).** The Board approved the name of Dr. P. Bapaiah, Registrar, Indian Institute of Science Education & Research (IISER) as Enquiry Officer in the cases of Dr. Sandeep Singhal, Associate Professor, NIT, Kurukshetra.	The notification has been issued vide letter No. Estt – I / PF / 2123 Dated: 26.04.2018. The report of the Enquiry Officer is expected by the end of July, 2018.
BoG 44.6	**To consider the confirmation of Shri Pankaj Kumar Bayati to the post of Deputy Registrar.** After detailed deliberations, the Board decided to constitute a single member Departmental Enquiry Committee and the Enquiry Officer be requested to enquire into the issues raised against Shri Pankaj Kumar Bayati under Clause-14 / Clause-16 of CCS (CSA) as the case may be and submit the report at the earliest. The Board further decided that the confirmation of Shri Pankaj Kumar Bayati be kept pending till the completion of the enquiry and decision of the Board.	The notification has been issued vide letter No. Estt - I / PF / 1762 Dated: 10.04.2018. The report of the Enquiry Officer is expected by the end of July, 2018.

	The Board appointed Dr. P. Bapaiah, Registrar, Indian Institute of Science Education and Research (IISER), Mohali as Enquiry Officer for the purpose.	
BoG 44.7	**To consider and approve the enhancement of research scholarships in Ph.D. programme of the Institute.** After detailed deliberations, the Board agreed with the proposal to increase the number of research scholarships from 5 to 64 per year as per table detailed in agenda. The Board also approved the proposal to provide scholarship upto 75 % of research scholars, based on merit of their Ph.D. work, who are currently not availing scholarship from any funding agency. However, to enhance the quality of research work, the Board desired that the Institute should prepare the guidelines and criteria for selection and outcome of research scholars with emphasis on following points – • selection of research scholars be examined in terms of desired outcome; • research areas to be focused on field application/industrial requirement/ emerging technologies; • number of research scholars to be allotted to faculty as supervisor based on performance outcome, revenue generation, etc. and be periodically placed before the Board; • monitoring committee to examine the work of every Ph.D. research scholar after every six months so as to monitor the outcome achieved/ research publications and, in turn, improve the quality of research work.	1. Number of research scholarships have been enhanced from 5 to 64 per year. Accordingly, research scholars will be admitted in the month of July 2018. 2. To provide scholarship up to 75% of existing research scholars who are not receiving any financial aid from any funding agency, the process has been initiated and is near completion. 3. To enhance the quality of research work and prepare the guidelines and criteria for selection and outcome of research scholars, a committee of the following has been constituted vide letter no. Gen.-1/3962/1246 dated 8.3.2018 by the competent authority: (i) Prof. V.K. Arora, Chief Advisor to Director (ii) Prof. K.S. Sandhu, Dean (Academic) (iii) Prof. Brahmjit Singh, Dean (R&C) (iv) Prof. Mahesh Pal, Prof. I/C (FW) Report of the committee is awaited.

BoG 44.8	**To consider the obsolescence of Laptop provided to Faculty/Non-Faculty Staff of the Institute.** The Board resolved that the laptops provided to Faculty/Non-Faculty Staff of the Institute be obsolete and written off as per GFR 2017. Further, if any Faculty/Non-Faculty Staff interested to retain the existing laptop, he/she may be allowed to retain at 1/10th of the original cost. The Board resolved that the laptops provided to Faculty/Non-Faculty Staff of the Institute be obsolete and written off as per GFR 2017. Further, if any Faculty/Non-Faculty Staff interested to retain the existing laptop, he/she may be allowed to retain at 1/10th of the original cost.	Noted for compliance.
BoG 44.9	**To consider the separation of accounting related to Research & Consultancy.** After detailed deliberations, the Board accepted the proposal of separation of accounting in respect to Research & Consultancy from the next financial year 2018-19. Further, the Board decided that a Research and Consultancy Cell be established in the Institute without creating any additional staff on Institute's roll.	Books of Account for research and consultancy has been separated w.e.f. 1st April, 2018. An agenda item regarding Rules and Regulations of Research and Consultancy Cell is being placed in the Finance Committee Meeting vide Item No. 37.6.
BoG 44.10	**To apprise the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.** The Board noted the minutes of 31st meeting of the Senate, National Institute of Technology, Kurukshetra held on 30.10.2017.	No further action required.

BoG 44.11	**To consider the extension of contractual appointment by two years for the faculty members appointed on three years contract under the standard 3 tier rigid faculty structure.** The case in respect of Sh. V.S. Nagendra Reddy B. and Sh. Dheeraj Kumar Sharma has been taken up along with other cases under agenda item BoG 44.12.	The decision of the Board has been conveyed to the respective faculty members.
BoG 44.12	**To consider the extension of contractual appointment of the Assistant Professors appointed on long contract in Pay Band-3 with AGP of Rs.6000/-.** The recommendations of the statutory Selection Committees in respect of 28 Assistant Professors were placed before the Board for consideration. The Board noted that 09 Assistant Professors have already submitted their Ph.d thesis within the stipulated period of five years, so no further extension is required. After detailed deliberations, the Board resolved that extension be granted to the following 19 Assistant Professors as mentioned against each as recommended by the statutory Selection Committees to submit their Ph.d thesis for the award of Degree failing which no further extension would be granted and communication to this effect be made to them: **Sr. No** — **Name of the Faculty and Department** — **Submission of Ph.D. thesis upto** **Within 5 years** 1. Sh. Sandeep Kakran, Electrical Engg. Department — 01.09.2018 2. Ms. Shweta Meena, Electronics & Comm. Engg. Department — 19.09.2018 3. Sh. Dheeraj Kumar Sharma, Elect. & Comm. Engg. Department — 03.06.2019 4. Sh. Ankit Kumar Jain, Computer Engg. Department — 04.09.2018 **Beyond 5 years** 1. Sh. Satnam Singh, Mech. Engg. Department — 07.09.2018	The decision of the Board has been conveyed to the respective faculty members vide letters dated 23.03.2018.

	2. Sh. Mukesh, Mech. Engg. Department 18.12.2018 3. Sh. Vikas Kumar, Mech. Engg. Department 29.12.2018 4. Sh. V.S. Nagendra Reddy B, Mech. Engg. Department 30.06.2019 5. Sh. Ajay Krishna Prabhakar, Civil Engg Department 23.02.2019 6. Sh. Kiran Kumar Jaladi, Electrical Engg. Department 12.03.2019 7. Sh.Vikram Singh, Computer Engg. Department 12.08.2019 8. Sh. Mahendra Kumar Murmu, Computer Engg. Department 03.09.2018 9. Sh. Santosh Kumar, Computer Engg. Department 12.07.2019 10. Ms. Bharati Sinha, Computer Engg. Department 17.07.2019 11. Sh. Anoop Kumar Patel, Computer Engg. Department 05.07.2019 12. Sh. Kriti Bhushan, Computer Engg. Department 17.12.2018 13. Sh. Nipen Kumar Das, Civil Engg Department 28.02.2019 14. Sh. Chandra Bhim Bhan Singh, Computer Engg. Department 05.07.2019 15. Sh. Vijay Verma, Computer Engg. Department 02.07.2019	
BoG 44.13	**To consider the promotion under CAS from the date of eligibility in respect of faculty staff members.** The Board deliberated this item in detail and resolved that the agenda be put with detailed financial implications in the next meeting of Board. The Board also decided that in future the agenda items: • should conclude with the suggestion/proposal of the Institute for approval; and • should include comments of Finance Officer indicating financial implications, availability & funds, if provision exists, etc.	Financial implications have been prepared and an agenda is being placed before the Board vide item No.BoG45.22.

BoG 44.14	**To consider the fixation of minimum pay in the Pay Band-3 of Rs.15600-39100 plus AGP of Rs.7000/- in respect of Assistant Professors recruited in the year 2012 and 2013.** The Board decided to refer this matter to the MHRD for clarification and comments.	The letter was written to the MHRD for clarification & comments vide no. Estt – I / 2124 Dated: 26.04.20 and the reply of the MHRD is still awaited.
BoG 44.15	**To consider the proposal to set up Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore.** After detailed deliberations, the Board accorded administrative approval for the establishment of Centre of Excellence (COE) at National Institute of Technology (NIT), Kurukshetra by M/s Siemens Industry Software (India) Pvt. Ltd. Bangalore, and decided that a detailed Commercial Proposal / DPR be put up to the Board after approval of the Finance Committee.	In compliance with the decision of BoG, an agenda item is being placed before the Finance Committee.
BoG 44.16	**To apprise the action taken on the recommendations of the External Peer Review Committee.** The Board apprised the action taken on the recommendations of the External Peer Review Committee. The Board desired that the progress made and action taken on the recommendations of the External Peer Review Committee be apprised to the Board in its next meeting.	Actions taken are reported in Director's Report under separate agenda item.
BoG 44.17	**To approve the items nos. S 32.08 & S 32.10 of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.** The Board approved the items nos. S 32.08 & S 32.10 of 32nd meeting of the Senate, National	Degrees, awards and medals have been given to the students during

	Institute of Technology, Kurukshetra held on 01.02.2018.	the 15th Convocation of the Institute.
BoG 44.18	**To apprise the minutes of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018.** The Board noted the minutes of 32nd meeting of the Senate, National Institute of Technology, Kurukshetra held on 01.02.2018. The Board was disappointed that the Senate had no comment on the report of External Peer Review Committee. Director may consider requesting the Senate to have another look at the same and see if the Senate can add some value to it.	No further action required.
BoG 44.19	**To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.** The Board desired that a written note stating the various initiatives / activities / achievements undertaken in the Institute by the Director be put up alongwith the agenda item.	A separate agenda is being placed before the Board vide item No.BoG 45.32.
Any Other Item	**Any other Item:** • In view of the Government's emphasis to make the Institutes financially self-sufficient to create infrastructure in future, the Board advised the Institute to prepare a road map for revenue generation and submit the same before the Board in its next meeting.	Measures for revenue generation and / or cost-cutting have been identified and are implemented or in process. These include MoU with BSNL for internet facility in Hostel amounting to a saving of about Rs. 2 Crores; MoU with SEPL for Installation of Rooftop Solar plant of 1 MW capacity by June 2018 Establishment of centers of excellence and labs in collaboration with industry for funding and revenue generation,

		such as with Siemens, Nuclear Power Corporation of India Ltd., Aeon Learning Pvt. Ltd.; Training Programs for Government Staff; Consultancy services; Sponsored Research Projects; Alumni donations; Shifting to energy efficient electric appliances; Use of treated wastewater; Reuse of waste material and of bio-degradable waste; etc. Such initiatives are reported in Director's Report under separate agenda item. However, a formal road map shall be prepared by the end of July, 2018.
	• The Board again reminded that in the past some decisions were taken to have a format of keeping the Board informed of the progress in some items. These may be complied and in future should be a permanent item for review.	Noted for compliance.

BoG 45.5 To consider and approve the recommendation of the Special Committee constituted for mapping existing Associate Professor with AGP of Rs. 9,000/- to 9,500/- and Professor with AGP of Rs. 10,000/- to 10,500/-.

The MHRD had notified in the Gazette of India on July 24th, 2017 that the following category of permanent faculty members who have put in more than 10 years experience, but have not acquired Ph.D qualification with age 50 or above as on the date of these notification shall be mapped into four-tier flexible system as one time measure as per the norms:

1. Assistant Professor with AGP Rs. 7000/- to 8000/-
2. Assistant Professor with AGP Rs. 8000/- to Associate Professor with AGP Rs. 9500/-
3. Associate Professor with AGP Rs. 9000/- to 9500/-

Provided, they have been found suitable through a Selection Committee duly constitute under the Statutes.

Further, the MHRD vide letter F. No. 33-9/2011-TS.III dated 6th October, 2017 had decided that one time mapping of following category of existing faculty members may be carried out through an assessment of suitability of the faculty:

1. Associate Professor with AGP Rs. 9000/- to 9500/-(with Ph.D)
2. Professor with AGP Rs. 10000/- to 10500/-(with Ph.D)

<u>Qualifications & Experience for mapping of existing faculty:</u>

Sl. No.	Mapping Designation & Academic Grade Pay	Essential Qualification	Essential Requirements	Cumulative Essential Credit Points
1.	Assistant Professor with AGP Rs. 7000/- to 8000/-	Without Ph.D.	Permanent faculty members (Assistant Professor with AGP Rs. 7000/-) who have put in more than 10 years experience with age 50 or above	10
2.	Assistant Professor with AGP Rs. 8000/- to Associate Professor	Without Ph.D.	Permanent faculty members (Assistant Professor with AGP Rs. 8000/-) who have put in more than 10 years	25

	with AGP Rs. 9500/-		experience with age 50 or above	
3.	Associate Professor With AGP Rs. 9000/- to 9500/-	Without Ph.D.	Permanent faculty members (Associate Professor with AGP Rs. 9000/-) who have put in more than 10 years experience with age 50 or above	25

Sl. No.	Mapping Designation & Academic Grade Pay	Essential Qualification	Essential Requirements	Cumulative Essential Credit Points
4.	Associate Professor With AGP Rs. 9000/- to 9500/-	Ph.D.	Associate Professor with AGP Rs. 9000/-	50*
5.	Professor with AGP Rs. 10000/- to 10500/-	Ph.D.	Professor with AGP Rs. 10000/-	80*

The calculations of the credit point will be done as per the schedule 'E' pertaining to Recruitment Rules for Faculty notified by the MHRD on 24th July, 2017.

*The credit points will not be considered utilized/exhausted in the above cases (Ref.: MHRD letter dated 6th October, 2017).

As per the MHRD letter F.No.33-9/2011-TS.III dated 6th October, 2017, the cumulative credit points are only for deciding the eligibility. The above shall be one time relaxation and will be applicable only if she/he participates in the recruitment process of same NIT where she/he has been working.

Accordingly, a notification was issued vide No. Estt-I/6043, dated 28.11.2017.The last date for submission of application forms was 22.01.2018. In response to the notification, category wise application forms as received from the concerned faculty members of the Institute for mapping as under:

Sr. No.	Category	No. of application forms received
1	Assistant Professor with AGP Rs. 7000/- to 8000/- (without Ph.D)	NIL
2	Assistant Professor with AGP Rs. 8000/- to Associate Professor with AGP Rs. 9500/- (without Ph.D)	01 (ECE:01)

3	Associate Professor with AGP Rs. 9000/- to 9500/- (without Ph.D)	06 (Electrical: 03, Mechanical:03)
4	Associate Professor with AGP Rs. 9000/- to 9500/-(with Ph.D)	21 (Civil: 02, Electrical: 03, Mechanical:07, ECE: 03, Computer:02, Physics: 01, Chemistry:01, Mathematics:01,Business Administration:01)
5	Professor with AGP Rs. 10000/- to 10500/-	59 (Civil: 18, Electrical: 12, Mechanical:09, ECE: 05, Computer Engg:04,Physics: 03, Chemistry:03, Mathematics:01, H.S.S: 03, Computer Applications:01)

It may be mentioned here that the notification of Gazette of India as circulated by MHRD on July 24th, 2017 and MHRD letter dated 6th October were adopted by the Board of Governors in its 43rd meeting held on 23.01.2018.

A Scrutiny Committee was constituted to scrutinize the application forms as received from the concerned faculty members for mapping and the application forms were placed before the scrutiny committee to scrutinize the application forms.

The meeting of the Special Committee for mapping of the faculties under categories at Sr.No. 4 & 5 for the Department of Civil Engineering, Electrical Engineering, Mechanical Engineering, Electronics & Communication Engineering, Computer Engineering, Physics, Chemistry, Mathematics, Humanities & Social Sciences, Business Administration and Computer Applications were held on 19.02.2018.

In this context, it stated that the selection committee meetings for the category of faculty members (without Ph.D) at Sr. No. 1, 2 & 3 could not be conducted due to the stay order passed be the Hon'ble High Court on 16.02.2018 in the CWP No. 1137 of 2018 titled Mahesh Kumar Gupta Vs National Institute of Technology, Kurukshetra and others.

In view of the above, the recommendations of the Special Committee meetings for mapping of existing faculty members of the Institute, contained in the sealed envelopes will be placed on the table during the meeting of the Board.

The Board may consider and approve the recommendations of the Special Committee for mapping of existing faculty members of the Institute.

BoG 45.6 To consider and approve the recommendation of the Selection Committee for appointment of Assistant Registrar, Assistant Librarian and Sr. Students Activity & Sports Officer.

The Institute had invited applications for the recruitment of the posts of Assistant Registrar, Assistant Librarian and Sr. Students Activity & Sports Officer vide advertisement No. 02/2017.

The screening of applications for the aforesaid posts was carried out by the Screening Committee constituted by the Director. Accordingly, the shortlisted candidates were called for the interview during 18.04.2018 to 19.04.2018 as detailed below:

Sr. No.	Name of the Post	No. of vacancies	No. of application forms received	No. of eligible candidates for written test	No. of candidates appeared in the written test	No. of qualified candidates in the written test	No. of shortlisted candidates called for interview
1.	Assistant Registrar	03 (01 OBC, 02UR)	550 (117 OBC, 433 UR)	496 (101 OBC, 395 UR)	268 (59 OBC, 209 UR)	71 (15 OBC, 56 UR)	37* (12OBC, 25UR)
2.	Assistant Librarian	01 (UR)	99	86	43	18	12*
3.	Senior Students Activity & Sports Officer	01 (OBC)	17	-	-	-	05

* Number of candidates shortlisted on the basis of marks secured in the written test (objective & descriptive)

It may be mentioned here that as per the recommendations of the Screening Committee, the written tests (Objective & Descriptive) for the posts of Assistant Registrar and Assistant Librarian were conducted on 23.12.2017. The answer sheets (objective type test) were evaluated on the same day. 71 candidates for the post of Assistant Registrar and 18 candidates for the post of Assistant Librarian were

qualified in the objective type test. As per the selection criterion, the descriptive type answer sheets of these candidates were evaluated. Accordingly, results sheet were prepared. In the line of UPSC norms, in order of merit 37 candidates (UR:25, OBC:12) for the post of Assistant Registrar and 12 candidates for the post of Assistant Librarian were called for interview. The final merit was based on the performance of the candidate in the interview and marks secured in the objective test and descriptive test.

The Selection Committees for the above posts were duly constituted as per Statutes 23(5) (d) and the interviews were conducted on 18.04.2018 for the post of Assistant Registrar and on 19.04.2018 for the posts of Assistant Librarian, Sr. Students Activity & Sports Officer.

The recommendations of the Selection Committee meetings contained in the sealed envelopes for the above posts are placed on the table during the meeting of the Board.

The Board may consider and approve the recommendations of the Selection Committee meetings for the above posts.

BoG 45.7 To report the appointment of Assistant Engineer (Civil) and Assistant Engineer (Electrical).

The Institute had invited applications for the recruitment of the posts of Assistant Engineer (Civil) and Assistant Engineer (Electrical) vide Advt. No.02/2017.

The screening of applications for the aforesaid posts was carried out by the Screening Committee as detailed below:

Sr. No.	Name of the Post	No. of vacancies	No. of application forms received	No. of eligible candidates called for interview
1.	Assistant Engineer (Civil) Level 7 of Pay Matrix as per 7th CPC (Pre-revised Pay Band of Rs.9300-34800+GP 4600)	01*	11	08
2.	Assistant Engineer (Electrical) Level 7 of Pay Matrix as per 7th CPC (Pre-revised Pay Band of Rs.9300-34800+GP 4600)	01*	15	06

* On deputation (including short term contract) failing which by direct recruitment.

Accordingly, the shortlisted candidates were called for the interview on 19.04.2018. The Selection Committees for the above posts were duly constituted as per Statutes 23(5) (d) and the interviews were conducted for the both the post as per the schedule.

The Recommendations of the Selection Committee are as under:

Assistant Engineer (Civil):

Method of recruitment: Appointment on short term contract basis initially for a period one year on a consolidated salary of Rs. 48,043/-:

1. Sh. Bhargav Kammili S/o Sh. Nancharaiah

Waiting list:

1. Ms. Dhanya A W/o Dr. M. Senthil Kumar

Assistant Engineer (Electrical):

Method of recruitment: Appointment on short term contract basis initially for a period one year on a consolidated salary of Rs. 48,043/-:

1. Sh. Ashish Kumar Choudhury S/o Sh. Padma Charan Choudhury

Waiting list:

On Deputation in level 7 of Pay Matrix as per 7th CPC

1. Sh. Anil Kumar S/o Sh. Prem Singh

The relevant Clause 24 of NIT Act, 2007 regarding appointment reads as under:

> *"All appointments of the staff of every Institute, except that of the Director and Deputy Director, shall be made in accordance with the procedure laid down in the Statues, by-*
>
> *(a) the Board, if the appointment is made on the academic staff in the post of lecturer or above or if the appointment is made on the non-academic staff in any cadre the maximum of the pay scale for which exceeds rupees ten thousand five hundred;*
>
> *(b) the Director, in any other case."*

All the above posts fall under the category of Non-academic staff for which the Director is the appointing authority as per the above Clause 24 of NIT Act, 2007.

Accordingly, the Director has approved the recommendations of the Selection Committee meetings for post to Assistant Engineer (Civil) and Assistant Engineer (Electrical) on 24.04.2018.

As per Clause 23 (16) of the First Statutes of NITs, all appointments made at the Institute shall be reported to the Board in its next meeting.

The Board may note *the appointment of Assistant Engineer (Civil) and Assistant Engineer (Electrical).*

BoG 45.8 To note the action taken for making the payment of Gratuity & Fixed Medical Allowance to the retirees/ pensioners/family pensioners of the Institute as per Central Government pattern.

The Vice-President, Pensioner Welfare Association of NIT, Kurukshetra had demanded vide letter dated 23.04.2014 to extend the benefit of 16½ months Gratuity to the retired employees of National Institute of Technology, Kurukshetra as per Central Government pattern. Further they had demanded to grant them the facility of Indoor & Outdoor Medical Re-imbursement, Medical Allowance & Medical facility to their dependants.

The payment of Gratuity upto 15 months pay was made to the employees of the Institute as per Service Bye-Laws of the Institute (Formerly Regional Engineering College, Kurukshetra). Abstract of Service Bye-Laws for payment of Gratuity copy enclosed as *Annexure - 45.8(i) from pages 70 to 71* is reproduced here under:

> *"An employee who has rendered satisfactory service shall,at the time of his retirement, be granted gratuity equal to a half month's actual pay which he was drawing at the time of retirement for each year's service. In case the employee dies before retirement, the gratuity shall be payable to the person whose name has been registered under these rules:*
>
> *Provided that no gratuity shall be given to an employee of under 15 year's service, and that no gratuity shall accrue for any year over 30 year's service ……."*

The Regional Engineering College, Kurukshetra was converted into National Institute of Technology, Kurukshetra vide Notification dated 26.06.2002 w.e.f.26.06.2002 issued by the Ministry of Human Resource Development, Government of India and accordingly some service conditions continued to the employees as were applicable at the time of Regional Engineering College. As such the payment of Gratuity was continued as per Service Bye-Laws of the Institute even after 26.06.2002.

The Board in its 4th meeting held on 08.12.2003 decided to adopt the service conditions of the employees of Regional Engineering College, Kurukshetra

upon their conversion as National Institute of Technology, Kurukshetra w.e.f.01.01.2004.

The matter of fixed medical allowance to Pensioners & Family Pensioners consequent to implementation of Pension was placed before the Finance Committee in its 29th meeting vide Agenda Item No.29.3 and thereafter before the Board of Governors in its 33rd meeting held on 04.06.2014. The decision of the Board on the said matter was notified vide Notification dated 04.07.2014 as *Annexure - 45.8(ii) on page 72* which is reproduced hereunder:

> *"The Board decided to grant Fixed Medical Allowance to pensioners and family pensioners as per the OM No.4/25/2008-P&PW dated 26.05.2010 issued by the Department of Pension & Pensioners' Welfare, Govt. of India, in this regard."*

Similarly the matter to make the payment of Gratuity on Central Government pattern to the retirees/pensioners/family pensioners of the Institute was placed before the Finance Committee in its 29th Meeting vide Agenda Item No.29.5 and thereafter before the Board of Governors in its 33rd meeting held on 04.06.2014 as *Annexure - 45.8(iii) on page 73* The decision of the Board on the said matter was notified vide Notification dated 04.07.2014 which is reproduced hereunder:

> *"The Board decided that the concerned persons have already been paid the gratuity as per the rules applicable at that point of time. Therefore, now they have no further claim."*

Accordingly, the benefit of Fixed Medical Allowance & Gratuity have been extended to the Retired/Pensioners/Family Pensioners of this Institute.

Further 42 retired employees of the Institute challenged the Institute notifications dated 04.07.2014 in the Hon'ble High Court of Punjab & Haryana, Chandigarh vide CWP No.3708 of 2016 - titled S.K.Verma & Others Vs Union of India & Others and Hon'ble High Court has decided the case on 07.03.2018 on the said matters. The operative part of the judgment of Hon'ble High Court is as under:

> *"Having regard to the analysis made supra, Annexures P-4 and P-7 dated 4.7.2014 are set aside. Respondents are hereby directed to examine whether petitioners are entitled to any difference of gratuity with reference to the then statutory provision relating to extend benefit of gratuity read with 1972 Rules*

and 1960 Rules. If petitioners are entitled to difference of amount, the same shall be calculated and disbursed. Insofar as Fixed Medical Allowance is concerned, if the petitioners have been extended the benefit of free medical allowance or facility from the date of retirement till 4.7.2014, in that event, petitioners are not entitled to Fixed Medial Allowance during the period from the date of retirement till 4.7.2014. The above exercise shall be completed within a period of four months from today.

Petition stands allowed in part. "

Further the Institute has filed Letter Patents Appeal (LPA) in Hon'ble High Court of Punjab & Haryana, Chandigarh against the above said judgment.

The Board may note the action taken by the Institute.

Annexure-45.8(i)

-7-

Gratuity

Provided further that while sanctioning non-refundable advance, the temporary advance outstanding against him, if any, will not be taken into Account. A subscriber may also be permitted by the Principal to convert the balance of any refundable advance outstanding against him into a non-refundable advance on his satisfying the conditions laid down for such advances.

(12) On a written application from a subscriber to the Provident Fund and with the approval of the Board of Governors, the College may allow premium on the Life Insurance Policy of the subscriber to be paid out of the subscriber's share in his Provident Fund. In all such cases, the Life Insurance Policy, for which the premia are so paid, shall be assigned in favour of the College. On the retirement of the subscriber from the service of the College, the policy shall be reassigned to him by the College.

In case of maturity of the policy during the service of the subscriber in the College, the full amount of the policy shall be credited to the Provident Fund of the subscriber. In the case of the death of the subscriber during the service of the College the full amount of the policy shall be paid to the person or persons entitled to the Provident Fund.

Gratuity

(13) An employee who has rendered satisfactory service shall, at the time of his retirement, be granted gratuity equal to a half month's actual pay which he was drawing at the time of retirement for each year's service. In case the employee dies before retirement, the gratuity shall be

Gratuity

-3-

payable to the person whose name has been registered under these rules:

Provided that no gratuity shall be given to an employee of under 15 years' service, and that no gratuity shall accrue for any year over 30 years' service.

RESOLVED FURTHER that Rule 13 on Gratuity/ Contributory Provident Fund Benefit Rules, as further amended by Kurukshetra University, Kurukshetra, from 1.4.82 be adopted for this College (B.O.G. 61.21 of 24.4.84) Inter:-

"Provided further that where an employee lies while in service before completing 15 years' service or joins the service at an age when at the time of retirement, he cannot complete full fifteen years' service, he shall be granted gratuity proportionately. Gratuity shall be calculated on the basis of every completed year of service". (BOG 58.32 of 14.7.82)

Also provided further that where a person joins the service at an age when at the time of retirement he can complete fifteen years' service but for having proceeded on Extra Ordinary Leave (without pay) he cannot complete full 15 years active service, he shall be granted gratuity for the period of his active service at the time of his retirement i.e. after excluding the period of Extra Ordinary Leave (without pay) from his total service.

(iv) If an employee of the College who has served efficiently and faithfully dies before the age of retirement, the Board of Governors may, in case of real hardship, grant

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136119

No. NITK / FC 29th /

Dated: 04.07.2014

NOTIFICATION

Item 29.3: **To grant the fixed medical allowance to Pensioners & Family Pensioners consequent to implementation of Pension.**

The Board of Governors of the Institute in its 33rd meeting held on 04.06.2014 has decided as under:-

"The Board decided to grant Fixed Medical Allowance to pensioners and family pensioners as per the OM No. 4/25/2008-P&PW dated 26.5.2010 issued by the Department of Pension & Pensioners' Welfare, Govt. of India; in this regard".

This is for your reference, record and further necessary action in the matter.

Deputy Registrar (Accounts)

1. Deputy Registrar (GA. & L)
2. Pension Cell

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136119

No. NITK / FC 29th /

Dated: 04.07.2014

NOTIFICATION

Item 29.5: **To consider making payment of Gratuity of Central Government pattern to the retirees / pensioners / family pensioners of the Institute.**

The Board of Governors of the Institute in its 33rd meeting held on 04.06.2014 has decided as under:-

> *"The Board decided that the concerned persons have already been paid the gratuity as per the rules applicable at that point of time. Therefore, now they have no further claim".*

This is for your reference, record and further necessary action in the matter.

Deputy Registrar (Accounts)

1. **Deputy Registrar (GA & L)**
2. **Accountant SG-II**
3. **AC-3**

BoG 45.9 To note for the adoption of clarifications on new Recruitment Rules for Faculty of NITs in the Institute as per the MHRD letter dated 23.04.2018.

The MHRD vide letter F.No.35-5/2017-TS.III dated 31.07.2017 had sent the Recruitment Rules for Faculty of NITs and IIEST with reference to the Gazette Notification dated 24th July, 2017 vide which the amendments in the First Statutes of NITs and Statutes of IIEST, Shibpur have been notified incorporating thereby new Recruitment Rules for Faculty in these Institutions. The same was placed before the Board in its 43rd meeting vide item No. 43.10 held on 23.01.2018. The Board decided as under:

"The Board noted the amendments in the First Statutes of National Institute of Technology (NITs)."

Subsequently, following letters were issued by the Ministry regarding clarification, relaxations, procedure & guidelines on new Recruitment Rules for Faculty of NITs:

1. The MHRD vide letter F.No.33-9/2011-TS.III dated 13.09.2017 regarding appointment of existing Assistant Professors on regular basis:
2. Letter F.No.33-9/2011-TS.III dated 06.10.2017 regarding promotion of existing Assistant Professor to Associate Professor.
3. Letter F.No.33-9/2011-TS.III dated 17.11.2017 regarding one time relaxation for existing faculty of NITs.
4. Letter F.No.33-9/2011-TS.III dated 30.11.2017 regarding clarifications on qualification and other terms and conditions of appointment of academic staff as mentioned in Schedule 'E; of the Statutes and one-time relaxations communicated on 6th October, 2017 and 17th November, 2017.
5. Letter F.No.33-9/2011-TS.III dated 04.12.2017 regarding total work experience and partial modification of the letter F.No.33-9/2011-TS.III dated 30.11.2017.

All the above letters of MHRD regarding clarification, relaxations, procedure & guidelines on new Recruitment Rules for Faculty of NITs were placed before the Board in its 43rd meeting vide item No. 43.11 held on 23.01.2018. The Board decided as under:

"The Board adopted the clarification, relaxation, procedure & guidelines on new Recruitment Rules for Faculty of NITs in the Institute as per the MHRD letter dated 13.09.2017, 06.10.2017, 17.11.2017, 30.11.2017 & 04.12.2017."

Now, MHRD vide letter F.No.33-9/2011-TS.III dated 23.04.2018 has sent clarification that working experience in Research & Development Labs and relevant industry can be considered for the post of Associate Professor also. The detailed clarification is as under:

Designation, Pay Band and Academic Grade Pay	Essential Requirements	Clarification furnished
Associate Professor Pay Band-4 with Grade Pay of Rs.9500 with a minimum pay of Rs. 42800	Six years after Ph.D. of which at least three years at the level of Assistant Professor with Academic Grade Pay of Rs. 8000; or Nine years total working experience, of which three years should be after Ph.D., with at least three years at the level of Assistant Professor with Academic Grade Pay of Rs. 8000	The teaching and research experience in reputed academic Institute or Research and Development Labs or relevant industry may also be considered in case of Associate Professors as has been done in case of other faculty positions.

A copy of the letter F.No.33-9/2011-TS.III dated 23.04.2018 is enclosed as *Annexure - 45.9(i) on page 76.*

The matter is placed before the Board for *adopting the clarification on new Recruitment Rules for Faculty of NITs in the Institute as per the MHRD letter F.No.33-9/2011-TS.III dated 23.04.2018 for implementation*.

Annexure-45.9(i)

N.I.T. KURUKSHETRA
Diary No. 3749
Dated 27/04/18

F.No.33 – 9 / 2011 – TS.III
Government of India
Ministry of Human Resource Development
Department of Higher Education

Shastri Bhawan, New Delhi,
dated, the 20th April, 2018

To

1. The Director,
National Institute of Technology,
Surathkal – 575025 (Karnataka).

2. The Director,
National Institute of Technology,
Raipur – 492010 (Chhattisgarh).

Subject:- **Clarification sought by NITs on working experience in R&D Labs and relevant Industry – regarding.**

Sir,

I am directed to refer to the email dated 28th March, 2018 received from Registrar, National Institute of Technology Karnataka, Surathkal (Karnataka) vide which a clarification has been sought from the Ministry as to whether working experience in Research and Development Labs and relevant industry can be considered for the post of Associate Professor also. Similar clarification has also been sought by the Registrar, NIT, Raipur.

2. The matter has been examined in this Ministry and the undersigned is directed to clarify following:-

Designation, Pay Band and Academic Grade Pay	Essential Requirements	Clarification furnished
Associate Professor Pay Band-4 with Grade Pay of Rs.9500 with a minimum pay of Rs 42800	six years after Ph.D. of which at least three years at the level of Assistant Professor with Academic Grade Pay of Rs.8000 or nine years total working experience, of which three years should be after Ph.D., with at least three years at the level of Assistant Professor with Academic Grade Pay of Rs.8000.	The teaching and research experience in reputed academic Institute or Research and Development Labs or relevant industry may also be considered in case of Associate Professors as has been done in case of other faculty positions.

3. This issues with the approval of the competent authority in the Ministry

Yours faithfully,

[K. Rajan]
Under Secretary to the Government of India
Tel: 23384159

Copy to:-

(i) The Chairperson, Board of Governors of all the NITs and IIEST, Shibpur
(ii) The Director of all the remaining NITs and Director, IIEST, Shibpur

BoG 45.10 To note the enhancement of superannuation of age of Doctors working in Higher and Technical Institutions under Department of Higher Education, Ministry of Human Resource Development to 65 years.

The Under Secretary (NITs), Government of India, Ministry of Human Resource Development, Department of Higher Education, New Delhi vide letter F.No.4-9/2017-TS.III dated 12th February, 2018 has informed that the matter has been examined in the MHRD in consultation with the Integrated Finance Division (IFD) and it was noted that Ministry of Health & Family Welfare (MoH&FW) vide para 1(ii) of OM No.A.12034/2017-CHS-V dated 30.09.2017 had conveyed the approval of the Cabinet for enhancement of the superannuation age to 65 years in respect of doctors working in Higher Education and Technical Institutions under the administrative control of Department of Higher Education. A copy of the letter dated 12.02.2018 is enclosed as *Annexure - 45.10(i) from pages 78 to 81.*

In view of the above decision, the superannuation age of the doctors working in NITs and IIEST, Shibpur shall be enhanced to 65 years in consonance with the decision conveyed vide OM No.A.12034/2017-CHS-V dated 30.09.2017.

The matter is placed before the Board for *adopting the enhancement of superannuation of age of Doctors working in Higher and Technical Institutions under Department of Higher Education, Ministry of Human Resource Development to 65 years in the Institute as per the MHRD letter F.No.4-9/2017-TS.III dated 12th February, 2018 for implementation*.

F. No. 4 – 9 / 2017 - TS.III
Government of India
Ministry of Human Resource Development
Department of Higher Education
TS.III Section

Shastri Bhawan, New Delhi
Dated: 12 February, 2018

To,

The Director of all NITs and IIEST, Shibpur,

Subject: **Enhancement of superannuation age of doctors working in Higher and Technical Educational Institutions under Department of Higher Education, Ministry of Human Resource Development to 65 years - regarding.**

Sir/Madam,

This is in reference with the various proposals received in the Ministry regarding enhancement of superannuation age to 65 years in respect of doctors working in Higher and Technical Educational Institutions.

2. The matter has been examined in the Ministry of Human Resource Development in consultation with the Integrated Finance Division (IFD) and it is noted that Ministry of Health & Family Welfare (MoH&FW) vide para 1(ii) of OM No. A. 12034/1/2017-CHS-V dated 30.9.2017 has conveyed the approval of the Cabinet for enhancement of the superannuation age to 65 years in respect of doctors working in Higher Education and Technical Institutions under the administrative control of Department of Higher Education.

3. In view of the above, it has been decided with the approval of the competent authority that the age of superannuation of doctors working in NITs and IIEST, Shibpur shall be in consonance with the decision conveyed vide OM No. A. 12034/1/2017-CHS-V dated 30.9.2017 (copy enclosed).

4. It is, therefore, advised to place the above before the Board of Governors of your Institute for adoption and implementation.

Yours faithfully,

(Anil Kumar Singh)
Under Secretary to the Govt. of India
Tel: 23384897

Encl. As above

For f.n.a. pl.
21/2/18
22/02/18
21/2/18

F.No.65-7/2016-Desk-U
Government of India
Ministry of Human Resource Development
Department of Higher Education
***

Shastri Bhawan, New Delhi-1
Dated the 1st November, 2017.

Subject: Enhancement of age of superannuation of doctors other than Central Health Service (CHS) doctors to 65 years.

*****

The undersigned is directed to forward herewith a copy of O.M. No.A.12034/1/2017-CHS-V dated 30th September, 2017 received from Ministry of Health & Family Welfare on the subject mentioned above with the request to forward the said O.M. to all the institutions under your administrative control, for implementation of the decision of the Cabinet.

Encl: As above.

(Vikas Tripathi)
Under Secretary to the Govt. of India
Tel.No.23388030

1. All Bureau Heads in D/o Higher Education- for communicating to the HEIs under them.

Copy for taking similar action to:-

i) Director (NITs)
ii) Director (IIMs)
iii) Director (IISER)
iv) Director (IIAS)
v) Under Secretary (U1.A)
vi) TS-I, TS-IV, TS-V, TS-VII Sections.

SECRET
MOST IMMEDIATE

No.A.12034/1/2017-CHS-V
Government of India
Ministry of Health & Family Welfare

Nirman Bhawan, New Delhi
Dated: the 30th September, 2017

OFFICE MEMORANDUM

Subject: Enhancement of age of superannuation of doctors other than Central Health Service (CHS) doctors to 65 years.

The undersigned is directed to refer to the subject cited above and to say that the approval of the Union Cabinet was solicited on the following proposals:-

(i) ex-post facto approval of the Union Cabinet for enhancement of superannuation age of doctors of Indian Railways Medical Service to 65 years, and

(ii) approval to the proposals of the respective Ministries/Departments [M/o of AYUSH (AYUSH Doctors), Department of Defence (civilian doctors under Directorate General of Armed Forces Medical Service), Department of Defence Production (Indian Ordnance Factories Health Service Medical Officers), Dental Doctors under D/o Health & Family Welfare, Dental doctors under Ministry of Railways and of doctors working in Higher Education and Technical Institutions under Department of Higher Education] to enhance the superannuation age to 65 years under their administrative control.

(iii) ex-post facto approval for enhancement of superannuation age of doctors working in Central Universities and IITs (Autonomous Bodies) under Department of Higher Education to 65 years; and approval for enhancement of superannuation age of doctors in Major Port Trusts (Autonomous Bodies) under Ministry of Shipping to 65 years.

(iv) that doctors shall hold the administrative posts till the date of attaining the age of 62 years and thereafter their services shall be placed in Non-Administrative positions.

2. The Union Cabinet in its meeting held on 27th September, 2017 has approved the aforesaid proposals. A copy of the minutes of the meeting of the Cabinet is enclosed. It is requested that necessary action for implementation of the decision of the Cabinet may be taken in respect of doctors working under the administrative control of the respective Ministry/Department and covered by the decision of the Cabinet.

Encl.: As above

(Sitansu Mohan Routray)
Under Secretary to the Government of India
Telefax: 2306-2560

To

1) The Secretary, Ministry of Personnel, Public Grievances and Pensions, Department of Personnel and Training, North Block, New Delhi

Contd.-

SECRET
No.A.12034/1/2017-CHS-V

2) Department of Pensions and Pensioners' Welfare, Lok Nayak Bhawan, New Delhi.

3) Department of Expenditure, Ministry of Finance, North Block, New Delhi.

4) The Chairman, Railway Board, Ministry of Railways, Rail Bhawan, New Delhi.

5) The Secretary, Department of Higher Education, Ministry of Human Resource Development, Shastri Bhawan, New Delhi.

6) The Secretary, Ministry of AYUSH, AYUSH Bhawan, B Block, GPO Complex, INA, New Delhi-110023.

7) The Secretary, Ministry of Shipping, Transport Bhawan, 1, Parliament Street, New Delhi.

8) The Secretary, Department of Defence, Ministry of Defence, Sena Bhavan, New Delhi.

9) The Secretary, Department of Defence Production, Ministry of Defence, Sena Bhavan, New Delhi.

10) CHS-VI Section, Ministry of Health and Family Welfare, Nirman Bhawan, New Delhi-110011

Copy for information to:-

1. Cabinet Secretariat, Rashtrapati Bhavan, New Delhi w.r.t letter no. 33/CM/2017 (i) dated 29.09.2017

2. Prime Minister's Office, South Block, New Delhi.

(Sitanshu Mohan Routray)
Under Secretary to the Government of India
Telefax: 2306-2550

BoG 45.11 To consider the engagement of a Consultant for the Library of the Institute.

The Institute Library is well equipped with the latest books and national & international journals along with book-bank facility. About 1,60,000 books and 4000 journals along with Video Cassets, CD-ROMs and a large number of Online Journals are available in the Institute Library.

Dr.Krishan Gopal, Ex-Librarian has been retired on superannuation from the services of the Institute on attaining the age of 62 years on 31.03.2018(AN) and thereafter, the administrative charge of Library has been given to Dr.Pratibha Aggarwal, Professor, Civil Engineering Department & Chairman, Library Committee, NIT, Kurukshetra.

The sanctioned strength of the Officer Cadre posts for the Institute Library is as under:

Sr. No.	Designation/ Posts	Pay Band/ Pay Scale	Sanctioned Posts	In Position	Vacant
1.	Librarian	PB-4- Rs.37400-67000+ Rs.10,000/- Grade Pay	01	-	01
2.	Assistant Librarian	PB-3- Rs.15600-39100 + Rs.5400/- Grade Pay	01	-	01

Vide Institute Advertisement 02/2017 a post of Assistant Librarian was advertised for recruitment and interview of the said post was held in the month of April, 2018 and the minutes of Selection Committee are placed in the current BOG meeting.

In the present situation the services of a well experienced person along with the qualification in the field of Library and Information Science are required as a Consultant against the vacant post of Librarian for proper guidance of the existing staff of the Institute Library.

As per Sub-Statute (10) notified in the Gazette of India: Extraordinary [PART II-Sec.3(i)] copy enclosed as *Annexure - 45.11(i) on page 84* the Board has the power to appoint a person having special skill or knowledge to suit the emergent

need of the Department or Centre for a period of twelve months. The relevant Clause is re-produced as under:

> *"Notwithstanding anything contained in these Statutes, the Board shall have the power to make appointments of persons having special skill or knowledge to suit the emergent need of the department or centre and in such emergent situations, the appointments shall be for a period of twelve months."*

Dr. Krishan Gopal, Ex-Librarian of the Institute has the qualification upto the level of Ph.D. along with more than 36 years of experience in the field of management of Library in the Institute itself.

The Institute Library is one of the best Libraries amongst NITs and it has been acknowledged by the National Board of Accreditation (NBA) team in 2017 and also by the visitors, alumni and students equally. This is, to a large extent, due to Dr.Krishan Gopal's sincerity, knowledge and dedication.

In view of the above, *it is proposed that Dr.Krishan Gopal, Ex-Librarian of the Institute may be engaged as a Consultant for Library and may be paid salary equal to last pay drawn less pension for a period of one year against the vacant post of Librarian for smooth functioning of the Institute Library.*

Annexure-45.11(i)

12. [illegible]

"(5) The review of performance of the employee after completion of one years of service may be carried out by the Committee to be constituted by the Board."

12. In Statute 23 of the Principal Statutes,-

(a) for sub-statute (3) the following shall be substituted, namely:-

"(3) For the purposes of appointments in the institute the rules as approved by the Council or Central Government shall apply.".

(b) for sub-statute (4), the following shall be substituted, namely:-

"(4) The Selection Committees, for filling posts under the institute (other than the posts on contract basis) by advertisement or by promotion from amongst the members of staff of the Institute, shall be constituted in such manner as laid down by the Central Government or Board from time to time by ordinances."

(c) in sub-statute (5), for clause (a), the following shall be substituted, namely:-

"(a) The qualification and other terms and conditions of appointment of Academic Staff (excluding Director), or promotion shall be as specified in Schedule 'E' and the Selection Committee for making recommendations for appointment of Academic Staff (excluding Director) shall consist of the following members, namely:

(1)	Director or Deputy Director	Chairman
(2)	Visitor's Nominee	- Member
(3)	two nominee of the board one being an expert, but other than a member of the Board	- Member
(4)	one expert nominee of Senate from outside the Institute	- Member
(5)	Head of the Department concerned (for other than the post of Deputy Director and Professor)	- Member.".

(d) in sub-statute (5), for clause (d), the following shall be substituted, namely:-

"(d) The Selection Committee for Senior Administrative and other comparable posts carrying pay scale of Assistant Professor and above shall consist of the following members, namely:

(1)	Director or Deputy Director	- Chairman
(2)	one Expert from outside the Institute	- Member
(3)	Nominee of Ministry of Human Resource Development	- Member
(4)	Nominee of Board	- Member
(5)	Registrar	- Member.".

(e) for sub-statute (10), the following shall be substituted, namely:-

"(10) Notwithstanding anything contained in these Statutes, the Board shall have the power to make appointments of persons having special skill or knowledge to suit the emergent need of the department or centre and in such emergent situations, the appointments shall be for a period of twelve months.".

13. In Statute 24 of the Principal Statutes, for clause (i), the following clause shall be substituted, namely:-

"(i) Subject to the provisions of the Act and the Statutes, all appointments to posts under the Institute shall be made on probation for a period of one year after which period the appointee, if confirmed, shall continue to hold his office subject to the provisions of the Act and the Statutes, till the end of the month in which he attains the specified maximum age for teaching posts, for technical non-teaching and ministerial and administrative posts as the case may be:

Provided that the appointing authority shall have the power to extend the period of probation of any employee of the institute for a period not exceeding one year."

14. For Statute 25 of the Principal Statutes, the following shall be substituted, namely:-

"25. CODE OF CONDUCT FOR PERMANENT EMPLOYEES

The code of conduct for employees shall be made by each Institute in consultation with the Central Government and in such case the code of conduct for employees of Institute shall follow the Central Civil Services (Classification, Control and Appeal) Rules, 1965."

15. For Statute 26 of the Principal Statutes, the following shall be substituted, namely:-

BoG 45.12 To note for the implementation of HAG scale to those Professors of NITs who are appointed as Directors in NITs system and other CFTIs by the MHRD.

The MHRD vide letter F.No.33-9/2011-TS.III dated 15th February, 2018 has modified the earlier letter F.No.34-9/2012-TS.III dated 8th April, 2013 for the implementation of HAG Scale in the National Institutes of Technology (NITs). In the above letter dated 08.04.2013, the guidelines/criteria for implementation of HAG scale in respect of those Professors in NITs who were appointed as Director in the National Institutes of Technology (NITs) system were communicated. Subsequently, the guidelines/criteria communicated on 8th April, 2013 was also reiterated in Ministry's letter dated 23rd August, 2013 and further referred in communication of even number dated 15th January, 2014.

In partial modification of the letters dated 8th April, 2013 and 15th January, 2014, the MHRD had communicated the following modifications:

> "While implementing the HAG scales, those Professors of NITs and CFTIs who are appointed as Directors in the NITs system by the MHRD, shall deemed to have been placed in the HAG scale of Rs.67,000-Rs.79,000/- notionally from the day they took charge as Directors in NITs or from the day guidelines were issued by the Ministry vide its letter No.F.23-1/2008-TS.II dated 18th August, 2009, whichever is later."

<u>above may be replaced with</u>

> *"While implementing the HAG scales, those Professors of NITs who are appointed as Directors in the NITs system and other CFTIs by the MHRD, shall deemed to have been placed in the pre-revised HAG scale of Rs.67,000-Rs.79,000/- notionally from the day they took charge as Directors in NITs and other CFTIs or from the day guidelines were issued by the Ministry vide its letter No.F.23-1/2008-TS.II dated 18th August, 2009, whichever is later."*

A copy of the letter F.No.33-9/2011-TS.III dated 15th February, 2018 is enclosed as *Annexure - 45.12(i) from pages 86 to 87.*

The matter is placed before the Board for *adopting the implementation of HAG scale as per the MHRD letter F.No.4-9/2017-TS.III dated 15th February, 2018 for implementation*.

F.No.33 – 9 / 2011 – TS.III
Government of India
Ministry of Human Resource Development
Department of Higher Education
--*-*-*

Shastri Bhawan, New Delhi,
dated, the 15th February, 2018

To

The Directors
of all the National Institutes of Technology (NITs)

Subject:- Implementation of HAG Scales in the National Institutes of Technology (NITs) – regarding.

Sir \ Madam,

I am directed to refer to this Ministry's letter F.No.34-9/2012-TS.III dated 8th April, 2013 on the subject mentioned above vide which the guidelines / criteria for implementation of HAG scales in respect of those Professors of NITs who are appointed as Directors in the National Institutes of Technology (NITs) system were communicated by the Ministry. Subsequently, the guidelines / criteria communicated on 8th April, 2013 was also reiterated in this Ministry's letter dated 23rd August, 2013 and further referred in communication of even number dated 15th January, 2014.

2. In partial modification of the letters dated 8th April, 2013 and 15th January, 2014, the undersigned is directed to communicate following modifications:-

"While implementing the HAG scales, those Professors of NITs and CFTIs who are appointed as Directors in the NITs system by the MHRD, shall deemed to have been placed in the HAG scale of Rs.67,000-Rs.79,000/- notionally from the day they took charge as Directors in NITs or from the day guidelines were issued by the Ministry vide its letter No.F.23-1/2008-TS.II dated 18th August, 2009, whichever is later."

<u>above may be replaced with</u>

"While implementing the HAG scales, those Professors of NITs who are appointed as Directors in the NITs system and other CFTIs by the MHRD,

shall deemed to have been placed in the pre-revised HAG scale of Rs.67,000-Rs.79,000/- notionally from the day they took charge as Directors in NITs and other CFTIs or from the day guidelines were issued by the Ministry vide its letter No.F.23-1/2008-TS.II dated 18th August, 2009, whichever is later."

Yours faithfully,

[Anil Kumar Singh]
Under Secretary to the Government of India
Tel: 23384897

Copy to:-

(i) The Chairperson, Board of Governors of all the National Institutes of Technology (NITs).
(ii) PS to HRM / PS to MoS (SPS) for kind information.
(iii) Guard File.

BoG 45.13 To consider the confirmation of Shri Yogveer Singh Lamba as Technical Officer.

As per approval of the Board of Governors given in its 39th meeting held on 05.04.2016 vide agenda item No.39.6, vide letter No.Gen.-1/3915/4363 dated 02.05.2016 Shri Yogveer Singh Lamba was appointed as Technical Officer on probation for a period of two years in the Pay Band-3 of Rs.15600-39100 + Rs.5400/- Grade Pay in the National Institute of Technology, Kurukshetra against Institute Advertisement No.21/2015. He had joined his duty on 04/05/2016 (FN) accordingly.

Shri Yogveer Singh Lamba has completed the two years probation period on 03/05/2018(AN). Accordingly, his confirmation is due w.e.f.04/05/2018 as Technical Officer.

All the required documents i.e. Proof of Age, Qualification, Medical Fitness Certificate, Oath of Allegiance, Character Certificate and Verification of Character and Antecedent required before confirmation in respect of Shri Yogveer Singh Lamba have been received from the competent authorities. Special Report on his Work done has also been obtained from the Professor Incharge (CCN) and nothing is found adverse against him.

In view of the above, *Shri Yogveer Singh Lamba may be confirmed to the post of Technical Officer w.e.f.04/05/2018 in N.I.T. Kurukshetra in the Pay Band-3 of Rs.15600-39100 + Rs.5400/- Grade Pay which is revised to Level-10 of Pay Matrix mentioned in the 7th Central Pay Commission Report.*

The matter is placed before the Board of Governors for approval.

BoG 45.14 To note the action taken report for item No. 42.7 on the minutes of 42nd meeting of the Board of Governors held on 27.06.2017.

The Ministry of Human Resource Development, Department of Higher Education, Government of India, New Delhi has forwarded an Audit Report vide O.M. F.No.34-3/2011-TS.III dated 05.04.2017 wide which the MHRD has instructed to adhere to the norms prescribed from time to time and take into account. The Ministry has advised to comply with as per the observations of the Audit.

Among others, one of the observations of the audit was regarding medical facilities and its adequacy. In this regard, the MHRD had advised that all NITs may give adequate attention to strengthen medical facilities (Doctors, Nurses, Para Medical Staff, Ambulances Etc.,) to deal with routine medical checkup and medical exigencies.

The Board decided as under:

"The Board noted the action taken on the Audit Report No.13 (AB(PA) of 2011-2012. In continuance, the Board desired that:

- *The Institute should make effort for a tie-up with a good hospital in the city for better medical facilities;*
- *Medical check-up be made mandatory for the staff after every two year for the age group of 40-50 years and every year for the age group above 50 years; and*
- *Medical check for the students be also planned."*

In compliance to the decision of the Board, the quotations were invited from the reputed hospitals of Kurukshetra for the assignment of health check-up for the employees of age 40 years and above. As per the approval of the competent authority, the Cygnus SuperSpeciality Hospital, Kurukshetra was assigned this work. The health check-up for the employees were conducted during the period from 26.03.2018 to 28.04.2018. The summary of the health check-up of the employees is as under:

Total Nos. of employees appeared for Health Check-up = 221

Male Employees = 184

Female Employees = 37

Total Nos. of employees remained absent during Health Check-up = 05

1. Group-A : Reports of the employees belong to this group have normal values/parameters. Nos of employees belonging to Group-A = 80
2. Group-B : Employees suffering from life style diseases such as Hypertension, Diabetes Mellitus, High Cholesterol Level, Nos. of employees belonging to Group-B = 83
3. Group-C : Employees suffering from chronic diseases such as Cardiac, Hepatic. Nos. of employees belonging to Group-C = 58

A copy of the summary of health check-up of the employees as received from Cygnus SuperSpeciality Hospital, Kurukshetra is enclosed as *Annexure - 45.14(i) on page 91*.

In view of the above, *action taken report is submitted for kind information of the Board of Governors.*

Cygnus | Cygnus SuperSpeciality Hospital

www.cygnushospitals.com

SUMMARY OF HEALTH CHECK-UP OF NIT EMPLOYEES OF AGE 40 YEARS AND ABOVE

With reference to letter No. HC/2018/80 dated 19.03.2018, Health Check-up for NIT Employees of age 40 years and above has been done during the period from 26.03.2018 to 28.04.2018

Total nos. of employees appeared for Health Check-up = 221

Male Employees = 184

Female Employees = 37

List of the employees along with Health Check-up reports have been submitted to NIT Health Centre.

On the basis of reports, employees are classified into three groups

1. Group-A : Reports of the employees belong to this group have normal values/parameters. Nos of employees belonging to Group-A = 80
2. Group-B : Employees suffering from life style diseases such as Hypertension, Diabetes Mellitus, High Cholesterol Level. Nos of employees belonging to Group-B = 83
3. Group-C : Employees suffering from chronic diseases such as Cardiac, Hepatic. Nos of employees belonging to Group-C = 58

SMO
NIT Health Centre

Hospital Address: SCO 72-74, Near Old Bus Stand, Sector - 17, Kurukshetra Haryana - 136118 | Tel No. 01744-270567 | Email: hekkkr@cygnushospitals.com
Regd / Corp. Office: Cygnus Medicare Pvt. Ltd., A - A 2, Ground Floor, Entray Centre, Vaniya Nikunj Commercial Complex, Udyog Vihar, Phase 5, Gurgaon, Haryana - 122015
Tel No.: 0124 -4205242 | Email: admin@cygnushospitals.com
Cygnus hospitals at: Haryana: Sonepat | Panipat | Karnal | Kurukshetra | Rohtak | Bahadurgarh Delhi: Dwarka | IIT Gate | Nangloi | Rama Vihar Punjab: Bathinda
CIN : U85190HR2011PTC064120

BoG 45.15 To note the recommendations of Oversight Committee in respect of NIT, Kurukshetra for removal of anomalies of non-teaching staff and revised Recruitment rules (RRs) for Non-Teaching posts in the NITs.

The Under Secretary (NITs) had issued an order F.No.33-2/2012-TS.III dated 8th September, 2015 vide which it was stated that the MHRD had constituted an Oversight Committee with the following composition to look into the anomalies of Non-Teaching Staff of National Institutes of Technology (NITs) to have uniform solution of across the NIT System:

1.	Dr. Ajay Kumar Sharma, Director, NIT – Delhi	Chairman
2.	Sh. Navin Soi, Retd. Director (IFD), MHRD	Member
3.	Sh. K. N. Sharma, Retd. Section Officer, DoPT	Member

As per the above order, the term of reference for the Oversight Committee was to look into various anomalies reported by the NITs consequent upon implementation of the recommendations of the 6th CPC and recruitment rules and to suggest way forward for redressal of anomalies of non-teaching staff.

The Institute had received the report of the committee alongwith revised recruitment rules for non-faculty cadres through e-mail dated 02.01.2017 from the Director, NIT Delhi and Chairman, Oversight Committee for observations or suggestions made, if any. An Institute level committee was constituted with reference to the above letter, to recommend the suggestions on the report of the Oversight Committee and revised recruitment rules for non-faculty. The Institute level committee had invited suggestions from the non-teaching employees of the Institute. After detailed discussion on the above suggestions, the Institute level committee had submitted its recommendations to the Director for the consideration and onward transmission to the Oversight Committee for incorporation in the revised Recruitment Rules of Non-Faculty in NITs. As per the approval of the Director, the suggestions of the Institute level committee were forwarded to the Chairman, Oversight Committee for consideration vide letter No.Gen.-I/3917/2094 dated 17.05.2017.

It may be mentioned here that MHRD vide letter No.F.33-2/2012-TS.III dated 20.12.2017 had sent the Recruitment Rules (RRs) for non-teaching post as approved by the Council of the National Institute, Science Education and Research (NITSER) in its 10th meeting held on 26th May, 2017 and subsequent modifications approved by the competent authority in accordance with the provisions under Section 32(2) (b) of the NITSER Act, 2017 for adoption by the BOG and implementation. The same was placed before the BoG in its 43rd meeting held on 23.01.2018. The Board decided as under:

> *"The Board adopted the Recruitment Rules (RRs) for Non-Teaching posts in the Institute as per the MHRD letter dated 20.12.2017."*

The MHRD vide letter No.F.33-2/2012-TS.III dated 6th February, 2018 even number dated 20th December, 2017 had sent the recommendations of Oversight Committee for removal of anomalies of non-teaching staff on revised Recruitment rules (RRs) for Non-Teaching in the NITs. In this letter it has been stated that the National Institutes of Technology (NITs) have also submitted individual anomalies of non-teaching staff to the Anomaly Committee. All such anomalies (annexure) may now be examined at the level of the Institutions in light of various instructions approved by the Council of NITSER on the subject from time to time, applicable extant Government of India instructions, Statutes and NITSER Act, 2007.

The Recommendations of Oversight Committee in respect of NIT, Kurukshetra are as under:

Library Cadre:

The post may be filled at the entry level accordingly under lab Assistant and the educational qualifications may be Diploma/Bachelors in Library and information Sciences.

As per RRs circulated by the Ministry vide letter No.F.33-2/2013-TS.III dated 5th February 2014, the post of Library Staff has been declared as Non Teaching Staff, but in the column of Pay scale, the pay has been shown as Pay in the Pay Band (PB) + AGP and accordingly in some of the Nits, the incumbents have been granted respective AGPs. It is recommended that while the salary of existing incumbents may

not be disturbed but at the time of next promotion they should be promoted to the next appropriate Grade Pay i.e. An Assistant Librarian in the AGP of Rs. 6000/- on completion of 5 years regular service will move to GP of Rs. 6600/- and new incumbents will be appointed with appropriate Grade Pays only. Suitably revised RRs have also been recommended.

The committee has already considered and recommended to move to higher GP accordingly.

Engineering Service:

Necessary amendments have been made as per the CPWD guidelines.

Administration:

The committee considered the suggestion and recommends the same i.e. after five years of service as Deputy Registrar with Grade Pay of Rs.7600/-, an incumbent should automatically move to the higher grade in PB-4 (Rs37400-67000/-) with grade pay of Rs.8700/- with the re-designation as Joint Registrar.

Ministerial Staff:

Committee recommends the necessary possible relaxation has already been incorporated in the final recruitment rules.

Security Officer:

Keeping in view the need to contain the total staff strength of Non-Teaching staff within the specified ratio of 12:1:1.1, the extant practice being adopted across NITs has been to outsource security services. Hence, no RRs have been drawn up for these posts. However, the existing security staff may be allowed to continue and in due course retrained for other suitable tasks.

Medical Officer:

The RRs for the post of Senior Medical Officer have been suitably revised.

Further, the cases of isolated posts of doctors have to be considered in terms of dynamic assured career progression scheme as per the guidelines issued by Ministry of Health and Family Welfare Om No. A.45012/2/2008-CHS.V dated 29th October 2008 regarding extension of Dynamic Assured Career Progression (DACP) Scheme up to senior Administrative Grade (SAG) level in respect of Central Health Service (CHS) and Dental Doctors under the Ministry of Health and Family Welfare.

Medical Staff:

For Medical staff, regarding the case of Medical laboratory technician and Tech. Asstt. SG-II (Staff Nurse), it is clarified that these are isolated posts which will be governed under MACP scheme only. With respect to representation regarding Pharmacist, necessary amendments have already been made in the final recruitment rules.

Ministerial Staff / Technical Staff:

Necessary relaxations have already been amplified in the final RRs.

Technical Staff:

Necessary relaxations in educational qualifications keeping in view the Do P&T guidelines have already been amplified in the final RRs.

Multi Tasking Staff:

The committee reviewed the suggestions and recommends that the necessary relaxations for the promotion in terms of educational qualifications and age have already been amplified for the internal employees of NIT and the appointment for the post of Superintendent / Accountant has already been made a Selection Post with 75% direct recruitment and 25% by promotion.

A copy of the letter No.F.33-2/2012-TS.III dated 6th February, 2018 alongwith recommendations of Oversight Committee in respect of NIT, Kurukshetra are enclosed as *Annexure - 45.15(i) from pages 96 to 101.*

The Board may note *the recommendations of Oversight Committee in respect of NIT, Kurukshetra for removal of anomalies of non-teaching staff on revised Recruitment rules (RRs) for Non-Teaching posts in the NITs for implementation at the Institute level.*

Annexure-45.15(i)

N.I.T. KURUKSHETRA
Dy. No. 1834 Dt. 13/02/18

No.F.33 - 2 / 2012 - TS.III
Government of India
Ministry of Human Resource Development
Department of Higher Education
******

Shastri Bhawan, New Delhi,
Dated, the 6th February, 2018

To

The Directors
of all the 31 National Institutes of Technology (NITs).

Subject: **Recommendations of the Oversight Committee for removal of anomalies of non-teaching staff and revised Recruitment Rules (RRs) for Non-Teaching in the NITs - regarding.**

Sir,

I am directed to refer to this Ministry's letter of even number dated 20th December, 2017 on the subject mentioned above and to state that the National Institutes of Technology (NITs) have also submitted individual anomalies of non-teaching staff to the Anomaly Committee. All such anomalies (annexure) may now be examined at the level of the Institutions in light of various instructions approved by the Council of NITSER on the subject from time to time, applicable extant Government of India instructions, Statutes and NITSER Act, 2007.

Yours faithfully,

[Anil Kumar Singh]
Under Secretary to the Government of India
Tel: 23384897

Encl.: as above.

Copy for information to:-

(i) The Chairperson, Board of Governors of all NITs.
(ii) The Registrars of all the NITs.

R

For necessary action
22/02/18

Kindly go thro' and apprise pl.
13/2/18

DR (GA-II)
→ SS to R for Records pl.

ANNEXURE

ANNEXURE - C

REPRESENTATIONS FROM NITs, BRIEF HISTORY AND RECOMMENDATIONS

SUGGESTIONS/REPRESENTATIONS RECEIVED IN THIRD PHASE IN RESPONSE TO MHRD LETTER NO F No.35-4/2017-TS.III Dated 01.05.2017

	REPRESENTATION FROM NITs	BRIEF HISTORY	RECOMMENDATION
1.	NIT WARANGAL	1. Representation received from Prof Y N Reddy (Registrar I/c) vide letter no. NITW/R/2017/612 dated 23rd May 2017 regarding concerns of Ministerial and Supporting Staff Welfare Association. The committee received the representation regarding the restructuring of Non Teaching staff as per the Prof S K Sarangee Committee for REC systems wherein previously there was a facility of promotion from Junior Assistant Post to Deputy Registrar cadre.	1. The committee considered and reviewed the representation and recommends that as per the recommendations of Sarangee committee and based on the 6th CPC recommendations for revision of pay scales – Amendments of Service Rules / Recruitment Rules dated 24th March 2009 as per DOP&T guidelines. RRs have been suitably amplified and para 3 under General Recommendations of the Oversight Anomalies Report may be referred to in this regard
		2. Representation received from Prof Y N Reddy (Registrar I/c) vide letter no. NITW/R/2017/609 dated 23rd May 2017 regarding minimum service required for movement from technical lower to higher and regarding relaxation of the qualification for the same. Also the issue regarding medical facilities for cashless medical treatment has also been raised and the anomaly regarding RR, Grade Pay, Promotions etc with respect to the RECs and NITs.	2. Reply is same as above at point 1, however, for medical facilities as per NIT Statutes number 24(iv), the employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their families as per Central Civil Services (Medical Attendance) Rules, 1944.
2.	NIT KURUKSHETRA	Suggestions for consideration have been received from Mr G R Samantaray, Deputy Registrar (GA & Legal), NIT Kurukshetra vide letter no Gen-I/3917/2094 dated 17th May 2017 regarding: Library Cadre 1) Lower cadre (Library Assistant): Post to be created like other lab assistants	**Library Cadre** The post may be filled at the entry level accordingly under Lab Assistant and the educational qualifications may be Diploma/Bachelors in Library and Information Sciences.

ii) The following Grade Pays have been proposed Assistant Librarian – GP of Rs.5400/- (Existing AGP of Rs.6000/-) Deputy Librarian – GP of Rs. 7600/- (Existing AGP of Rs.8000/-] Librarian – GP of Rs.10000/- (Existing AGP of Rs.10000/-) iii) The suggestion to move from lower to higher cadre in GP 4600/-, 4800/- and 5400/- .	As per RRs circulated by the Ministry vide letter no F.33-2/2013-TS.III dated 5th February 2014, the post of Library Staff has been declared as Non Teaching Staff, but in the column of Pay scale, the pay has been shown as Pay in the Pay Band (PB) + AGP and accordingly in some of the NITs, the incumbents have been granted respective AGPs. It is recommended that while the salary of existing incumbents may not be disturbed but at the time of next promotion they should be promoted to the next appropriate Grade Pay i.e. An Assistant Librarian in the AGP of Rs.6000/- on completion of 5 years regular service will move to GP of Rs.6600/- and new incumbents will be appointed with appropriate Grade Pays only. Suitably revised RRs have also been recommended.
Engineering Services CPWD Establishment Manual 2013 may be followed.	
Administration Suggestions for the post of Deputy Registrar have been received that after five years of service as Deputy Registrar with Grade Pay of Rs.7600/-, an incumbent should automatically move to the higher grade in PB-4 (Rs37400 – 67000/-) with grade pay of Rs. 8700/- with the re-designation as Joint Registrar.	
Ministerial Staff Suggestion has been received that graduation in any discipline or its equivalent from recognized university/Board for the post of higher cadre should be considered sufficient for internal candidate as is mentioned for the post of Private secretary in RRs and also his/her service record should be satisfactory. Moreover, no barrier should be there for internal candidates up to the rank of Deputy Registrar	The committee has already considered and recommended to move to higher GP accordingly.
Security Officer Suggestion is that the cadre of security officer along with its qualification and pay band has not been taken into the revised recruitment rules as notified. The said post along with its qualification and pay band may also be taken into the revised recruitment rules.	Engineering Service Necessary amendments have been made as per the CPWD guidelines.
Medical Officer There are some discrepancies about the promotion prospects and recruitment rules for Non Faculty staff, which includes Senior Medical Officer and Medical Officers. As per Office Memorandum F No. A.45012/2/2008-CHS.V, Government of India Ministry of Health & Family Welfare CHS Division	**Administration** The committee considered the suggestion and recommends the same i.e. after five years of service as Deputy Registrar with Grade Pay of Rs.7600/-, an incumbent should automatically move to the higher grade in PB-4 (Rs37400 – 67000/-) with grade pay of Rs. 8700/- with the re-designation as Joint Registrar. **Ministerial Staff** Committee recommends the necessary possible relaxation has already been incorporated in the

	dated 19.10.2008 has introduced the DACP for doctors serving in Central Government Institutes. **Medical Staff** The representation is regarding the recruitment rules for the post of Medical Laboratory Technician, Tech. Asstt SG-II (staff nurse). The representation regarding pharmacist is that the Grade Pay of Pharmacist may be opened up to Rs.5400/- **Ministerial Staff / Technical Staff** The representation was received regarding the barrier between the higher and lower cadre for the various non teaching posts. **Technical Staff** Suggestions have been made regarding relaxing the educational qualifications. **Multi Tasking Staff** Suggestions have been made regarding the relaxation in typing speed may be given as 30 w.p.m instead of 35 w.p.m. and further suggestion for Superintendent/Accountant, Stenographer regarding 75% Direct recruitment and 25% on promotional basis may be made. Further, suggestion for promotion of Stenographer, Junior Assistant, Technician have been received.	final recruitment rules. **Security Officer** Keeping in view the need to contain the total staff strength of Non Teaching staff within the specified ratio of 12:1:1.1, the extant practice being adopted across NITs has been to outsource security services. Hence, no RRs have been drawn up for these posts. However, the existing security staff may be allowed to continue and in due course retrained for other suitable tasks. **Medical Officer** The RRs for the post of Senior Medical Officer have been suitably revised. Further, the cases of isolated posts of doctors have to be considered in terms of dynamic assured career progression scheme as per the guidelines issued by Ministry of Health and Family Welfare OM No. A.45012/2/2008-CHS.V dated 29th October 2008 regarding extension of Dynamic Assured Career Progression (DACP) Scheme up to Senior Administrative Grade (SAG) level in respect of Central Health Service (CHS) and Dental Doctors under the Ministry of Health and Family Welfare. **Medical Staff** For Medical staff, regarding the case of Medical laboratory technician and Tech Asstt. SG-II (staff nurse), it is clarified that these are isolated posts which will be governed under MACP scheme only. With respect to representation regarding Pharmacist, necessary amendments have already been made in the final recruitment rules. **Ministerial Staff / Technical Staff**

			Necessary relaxations have already been amplified in the final RRs. **Technical Staff** Necessary relaxations in educational qualifications keeping in view the DoP&T guidelines have already been amplified in the final RRs. **Multi Tasking Staff** The committee reviewed the suggestions and recommends that the necessary relaxations for the promotion in terms of educational qualifications and age have already been amplified for the internal employees of NIT and the appointment for the post of Superintendent/Accountant has already been made a Selection Post with 75% direct recruitment and 25% by promotion.
3.	NIT ROURKELA	Suggestion received vide e-mail dated 19th May 2017 from NIT Rourkela regarding the Engineering Services.	The committee considered and reviewed the representation and recommends that necessary CPWD guidelines may only be followed.
4.	NIT ROURKELA	Comments received from Library Staff of NIT Rourkela vide letter no. NITR/LB/2017/M/1268 dated 15th May 2017 for the post of Librarian (AGP 10000), Deputy Librarian (AGP 8000/9000), Assistant Librarian (AGP 6000/7000).	As per RRs circulated by the Ministry vide letter no F.33-2/2013-TS.III dated 5th February 2014, the post of Library Staff has been declared as Non Teaching Staff, but in the column of Pay scale, the pay has been shown as Pay in the Pay Band (PB) + AGP and accordingly in some of the NITs, the incumbents have been granted respective AGPs. It is recommended that while the salary of existing incumbents may not be disturbed but at the time of next promotion they should be promoted to the next appropriate Grade Pay i.e. An Assistant Librarian in the AGP of Rs.6000/- on completion of 5 years regular service will move to GP of Rs.6600/- and new incumbents will be appointed with appropriate Grade Pays only.

BoG 45.16 To report the approval accorded by the Hon'ble Chairperson, Board of Governors.

The Hon'ble Chairperson, BOG accorded approval on the following issues on behalf of the Board in view of the urgency:

1. The resignation of Dr. Syed Taqi Ali, Assistant Professor, Computer Engineering Department; appointed under the standard 3 tier rigid faculty structure. A copy of the approval is enclosed as *Annexure - 45.16(i) from pages 103 to 107.*

The Board may note *"the approval accorded by the Hon'ble Chairperson, Board of Governors."*

Annexure-45.16

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt-I/PF/404/ 2113 Dated: 25/04/18

Subject: Resignation from the post of Assistant Professor, Computer Engineering Department.

Dr. Syed Taqi Ali, Assistant Professor, Computer Engineering Department vide letter No. Co/18/279, dated 09.04.2018 (copy enclosed) has stated that he has been selected for the post of Assistant Professor (on contract) with AGP of Rs 7000/- at VNIT, Nagpur. Therefore, he has requested to relieve him from duties on 16.05.2018 (FN)

Dr. Syed Taqi Ali was offered the post of Assistant Professor on long contract basis for a period of three years in Computer Engineering Department vide this office letter No. Gen-1/FR/13/7346, dated 26.08.2013. He joined in the Institute on 20.09.2013 (FN). As per decision of the Board in its 43rd meeting held on 23.01 2018 Dr Syed Taqi Ali, Assistant Professor (on contract) was regularized w.e.f. 20.09 2013 in consonance with the terms and conditions of his appointment letter and Recruitment Rules prevailing at that point of time (MRR-2012), i.e in the same Pay Band and the same AGP of Rs. 6000/- plus 02 non-compound increments.

As per terms & condition of his appointment letter, he may leave the services of the Institute by giving one month's notice in writing or one month's salary may be accepted in lieu of the notice period with approval of the competent authority .

As per Clause-30 (ii) of NIT First Statutes, 2007 a member of the staff of Institute (not a permanent employee) may resign only after giving one month's notice in writing to the appointing authority or by paying one month's salary in lieu thereof

The Hon'ble Chairperson, Board of Governors is requested to accept the resignation of Dr. Syed Taqi Ali from the post of Assistant Professor, Computer Engineering Department.

The approval so accorded will be reported to the Board in its next meeting.

Director

Hon'ble Chairperson
Board of Governors
NIT, Kurukshetra

[Through Proper Channel]

Ce/18/279

Date: 09-04-18

N.I.T. KURUKSHETRA
Diary No. 3351
Dated 10/04/18

To

The Director,

NIT Kurukshetra

Sub: Requisition to accept my resignation, w.e.f 16th May 2018 (FN)

Respected Sir,

In suppression to my previous requests, letter no. CO/18/229, dated 19-03-2018 and no.CO/2018/243, dated 24-03-2018, stating that I have got appointment offer from VNIT Nagpur and wanted to resign from the employment at current institute as early as possible. But now I wnat to resign from the employment, after completing my all the academic activities of current semester courses, such as evaluation and submission of grades, etc.. I expect that it will complete by 15th May 2018. And also, since I got extension from VNIT Nagpur to join their employment on or before 10th June 2018.

Therefore, I request you to kindly approve my resignation, after 15th May 2018. And issue me a **relieving certificate.**

Also for your kind information, If need arise, kindly forward my all service records, such as Els, LTC's, ACRs, etc. to my new employer – VNIT Nagpur, upon their request.

Thanking you

Your's Sincerely

[Dr. Syed Taqi Ali, Asst. Prof.]
Dept of CO.,
Emp Id: 1252
Ph.No.: 9896002963

— २१७ —

विश्वेश्वरय्या राष्ट्रीय प्रौद्योगिकी संस्थान, नागपूर –440010 (भारत)
V.SVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR – 440 010 (INDIA)
Phone: 07 [illegible]-2222828,222412), Fax: 91-712-2777230, Website: http://www.vnit.ac.in

No:DFW/Faculty Recruit-18/AP/ [illegible]
Date: 15 MAR 2018

OFFICE ORDER:

Sub: Appointment offer to the post of Assistant Professor (on contract AGP ₹ 7000) under Four-tier System
Department: Computer Science & Engineering

The appointment offer for the above post is being given to the following person with the approval of Chairman, Board of Governors, VNIT, Nagpur

Name of the Person	Cat.	Pay in the Pay Band	Remarks
Dr. Syed Taqi Ali Add : DB-59, NIT Campus, NIT Kurukshetra, Kurukshetra, Haryana-136119 Mob: 9896002963 Email: taqiali10@gmail.com	UR	PB-3 of ₹ 15,600 – 39,100 with AGP ₹ 7000/- PM.	Pay protection with 2 increments

This appointment will be governed by the pay, AGP and allowances as per Government of India Rules.

The appointment will be governed by the following conditions:

1. He/ She should convey the acceptance on or before 15 days from the date of issue of this appointment and send joining report through respective department.
2. The appointment order is subject to execution of contract and will be effective for the period of one year from the date of joining which is renewed based on performance every year to the maximum of 5 years as per four-tier structure
3. His/ Her appointment is subject to general terms and conditions of service applicable to the employees of VNIT-Nagpur as in force under NIT Act 2007 and as amended from time to time by the Government of India.
4. The appointee shall report to Establishment Section for verification of original certificates and fill in the attestation form and hand it over to the Establishment Section at the time of joining
5. Relieving Certificate: In case you are already employed, the relieving certificate from employer must be produced while joining the duty.
6. Caste Certificate along with validity certificate (if applicable) in original may be produced for verification at the time of joining the duty. Those belonging to OBC category should also produce latest non creamy layer certificate in original for verification. The caste certificate is also subject to further verification
7. The appointee shall be governed by Group Linked Insurance Scheme and New Pension Scheme of the Government of India which is in effect from 2004, in case it is applicable.
8. DUTY: All academic related and relevant work. He/she has to perform such duties as may be assigned by the competent authority of the Institute from time to time.
9. PLURAL MARRIAGE: An employee cannot contract plural marriage. In case you have more than one wife living, the Institute reserves the right to withdraw this offer of appointment.
10. GENERAL CONDITION: Other conditions of service will be governed by Four-tier flexible structure adopted and as per the NIT Act and Statutes and any rules and orders of the National Institute of Technology in force from time to time. All other relevant Central Government rules/norms are applicable.
11. The appointee shall join his/her duties on or before 16th April, 2018 failing which his/her appointment will stand cancelled.

The acknowledgement of this appointment offer may be conveyed by e-mail : deanfw@vnit.ac.in.

Registrar

Copy to:

1) All Deans / Associate Deans / HODs 2) Estt. Section 3) Account Section

सहायक कुलसचिव (स्थापना)
विश्वेश्वरय्या राष्ट्रीय प्रौद्योगिकी संस्थान
Assistant Registrar (Establishment)
V.N.I.T. / Nagpur

(2) The other terms and conditions of service of such employee shall be such as may be specified by the appointing authority in his letter of appointment.

28. APPOINTMENTS ON CONTRACT

(1) Notwithstanding anything contained in these Statutes, the Board with the prior approval of the Visitor may in special circumstances appoint an eminent person on contract for a period not exceeding 5 years.

(2) Subject to the provisions of the Act, the Board may appoint any person on contract in the prescribed scales of pay and on terms and conditions applicable to the relevant post for a period not exceeding 3 years.

(3) For making such appointments, the Chairperson, Board of Governors shall constitute such adhoc Selection Committee as the circumstances of each case may require.

Provided that such constitution of committee shall be reported to the Board for confirmation.

29. PROVIDENT FUND AND PENSION SCHEMES

Employees of the Institute appointed prior to 1.1.2004 will be governed by Central Civil Services (Pension) Rules, 1972 and Central provident Fund (Central Services) Rules, 1960 and the Employees appointed on or after 1.1.2004 will be governed by New Pension Scheme of Central Government.

30. RESIGNATION

Notwithstanding anything contained in the foregoing provisions of these first Statutes, a member of the staff of Institute may resign:

(i) If he is a permanent employee, only after giving three months' notice in writing to his appointing authority, or by paying three months salary in lieu thereof; and

(ii) If he is not a permanent employee, only after giving one month's notice in writing to the appointing authority or by paying one month's salary in lieu thereof:

Provided that such resignation shall take effect only on the date on which the resignation is accepted by the appointing authority.

31. RETIREMENT

(1) At any time after an employee has completed twenty years qualifying service, he may, by giving notice, of not less than three months, in writing to the appointing authority, retire from service as per the terms and conditions laid down by the Central Government, from time to time, for its own employees.

(2) The appointing authority has the right to retire the employee before superannuation as premature retirement in accordance with the provision of Central Civil Services (Retirement) Rules, 1964.

(3) An employee can retire form service on account of any bodily or mental infirmity that permanently incapacitates him from service subject to the following conditions, namely :-

(i) The employee shall submit his application to the Registrar through proper channel and produce a medical certificate from medical authority as may be

director . <director@nitkkr.ac.in>

Resignation of Dr. Syed Taqi Ali from the post of Assistant Professor in Computer Engineering Department'

Jagdish.Khattar <jagdish.khattar@carnation.in> Fri, Apr 27, 2018 at 11:33 AM
To: "director " <director@nitkkr.ac.in>

Approved.

Best wishes,

Jagdish Khattar

Carnation Auto India Pvt. Ltd.

Home Office

First Floor, Plot No. A 110, Sector - 5, Noida 201 301 (UP)

Phone: 9717692356

www.carnation.in

From: director . [mailto:director@nitkkr.ac.in]
Sent: 26 April 2018 11:45
To: Jagdish.Khattar
Subject: Resignation of Dr. Syed Taqi Ali from the post of Assistant Professor in Computer Engineering Department'

[Quoted text hidden]

BoG 45.17 To consider the service benefits during the period of disability in respect of Dr. Mohammad Arif, Associate Professor.

Dr. Mohammad Arif, Associate Professor, Electronics & Communications Engineering Department of this Institute met with a serious accident on 12.06.2016 at about 10.00 p.m. at Kurukshetra City and since then he is in unconscious position, so he is unable to care himself. Recently it has come to the notice of the Institute that nobody is available with him for his health care.

During the treatment of Dr. Mohammad Arif, the following leaves have been granted to him :

Sr. No.	Letter Reference No.	Nature of Leave
01.	No.Estt.-I/PF/289/6952 dated 05.10.2016	99 days Commuted Leave from 25.07.2016 to 31.10.2016.
02.	No.Estt.-I/PF/289/7534 dated 16.11.2016	92 Days Commuted Leave From 01.11.2016 to 31.01.2017
03.	No.Estt.-I/PF/289/1249 dated 23.03.2017	89 Days Leave from 01.02.2017 to 30.04.2017 (49 Days Commuted Leave With Full Pay & 40 Days Earned Leave)
04.	No.Estt.-I/PF/2364 dated 05.06.2017	28 Days Earned Leave From 01.05.2017 to 26.05.2017 (Suffix from 27.05.2017 to 28.05.2017) & vacation period from 29.05.2017 to 21.07.2017.

As per nomination dated 02.06.1992 *Annexure - 45.17(i) on page 110* submitted by Dr. Mohammad Arif for Contributory Provident Fund, Smt.Rabia Khatoon (mother) was his nominee. Now, she is no more. Further, Dr. Mohammad Arif had submitted his nomination for Pension Option on 26.06.2012 *Annexure - 45.17(ii) on page 111* and Smt.Naheed Zareen (Wife) has been shown nominee by him. Dr. Arif and Smt. Naheed Zareen have a son whose name is Mr.Mustafa who is presently doing B.Tech. from UIET, Kurukshetra University, Kurukshetra.

After being discharged from the Cygnus Hospital, Kurukshetra, Dr.Mohammad Arif is residing in the Institute Accommodation House No.CT-102 and his neighbours i.e. the faculty staff members of this Institute were looking after him till now.

Recently some of the neighbours of Dr.Mohammad Arif have informed to the Institute vide letter dated 22.04.2018 *Annexure - 45.17(iii) on page 112* that the mental state of Dr.Mohammad Arif is not in position to take and give command. He is bed ridden and not able to move a bit and needs full time attendants to take care of his around the clock but nobody is available there for his health care. So, he is totally unattended in his house at present and it is not possible for them to look after him anymore.

It is also submitted that presently nobody can operate the saving bank account of Dr.Mohammad Arif for expenses of his treatment.

In this context, the Legal Opinion has been sought on 02.05.2018 *Annexure - 45.17(iv) from pages 113 to 116* from the Institute Standing Counsel Sh. Amarjit Singh Virk, Advocate, Hon'ble High Court of Punjab & Haryana, Chandigarh which is reproduced hereunder :

> "In view of the above, I am of considered opinion that since Dr. Mohd. Arif is suffering from disabilities as such in terms of Section 47 of The Persons With Disabilities (Equal Opportunities, Protection Of Rights And Full Participation) Act, 1995 he is entitled for full salary for this period till he attains the age of superannuation and further he cannot be denied promotion only on ground of his disability. Further since no family member is coming forward to take care of Dr. Mohd. Arif, as such the Institute may take steps under National Trust Act for appointment of Guardian by moving appropriate application in Form A before the Local Level Committee constituted under Section 13 of the Act."

In view of the above, it is proposed that *the service benefits during the period of disability in respect of Dr. Mohammad Arif, Associate Professor, Electronics & Communications Engineering Department may be considered in terms of Section 47 of The Persons With Disabilities (Equal Opportunities, Protection Of Rights And Full Participation) Act, 1995. Further, as since no family member is coming forward to take care of Dr. Mohammad Arif, as such the Institute may take steps under National Trust Act for appointment of Guardian by moving appropriate application in Form-A before the Local Level Committee constituted under Section 13 of the Act.*

MEMORANDUM-OF-DEATH

Annexure 45.17(

III. [illegible] between the subscriber having no family and [illegible] nominate one pe[illegible]

I, having no family as defined in [illegible] Contributory Provident Fund Rules of the Regional [illegible] College, Kurukshetra hereby nominate the person mentioned [illegible] receive the amount that may stand to my credit in the [illegible] of my death before that amount has become payable [illegible] payable has not been paid:-

Name & address of the nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name [illegible] of his [illegible]
Kaura [illegible] W/o, Mukesh [illegible] Village [illegible] Ganjdhum (U.P.) Pin - [illegible]	Mother	56	Marriage	Not Yet married

Date this [illegible] day of [illegible]

at [illegible]

Signature of [illegible]

Designation [illegible]

Department [illegible]

Addresses of [illegible]

(1) [illegible] (1) Dr. A.K. [illegible]

(2) [illegible] (2) Dr J. M. [illegible]

*Note:- Where a subscriber who has no family makes [illegible] he shall specify in this column that the nomi[illegible] become invalid in the event of his subsequ[illegible] a family.

Countersi[illegible]

Head of [illegible]

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Annnexure-45.17(ii)

N.I.T. KURUKSHETRA
Dy. No. 9665 Date 26/6/12

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

OPTION FORM FOR ADOPTION OF PENSION SCHEME
(as per CCS (Pension) Rules 1972)

1. Name of the employee (in capital letters): MOHAMMAD ARIF
2. Designation of the employee: Assistant Professor
3. Father's Name (in capital letters): MR. MOHAMMAD MASOOD
4. Date of Birth: 11-1-1965
5. Permanent Correspondence Address: S/o. Mr. Mohammad Masood
Mohalla Syedwara Ghazipur
State U.P. Pin 233001
6. Telephone/ Mobile no: 91-9416654920
7. Date of joining in the Institute: 23-12-1998
8. Date of retirement/superannuation: 10-1-2030
9. Name of the Nominee(s): Mr. Nahid Zaman
10. Option for adoption of Pension Scheme as per CCS (Pension) Rules, 1972 (Yes/No): Yes
11. Undertaking:

I undertake that:

a. I am interested to opt Pension Scheme as per the CCS (Pension) Rules 1972

b. The option is subject to the outcome of review sanctioned PA if any, led by the Government of India in this regard

c. The above said information is true and correct to the best of my knowledge and nothing has been concealed therein.

Date: 26-6-2012
Place: Rohtak

SIGNATURE OF THE EMPLOYEE

Annexure-45.17(iii)

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N.I.T. KURUKSHETRA
Diary No. 3643
Dated 23/04/18

URGENT
April 22, 2018

To
The Hon'ble Director
NIT Kurukshetra

Subject: Looking after of Dr. Mohammad Arif urgently

Respected Sir,

Dr. Mohammad Arif, Associate Professor, Electronics and Communication Engineering Department, met with a serious accident on 12th June 2016. He was treated in Cygnus Hospital Kurukshetra. Since January 2017, after discharge from the hospital he is staying in the NIT Campus House CT-102 allotted to him. After the accident his mental state is not in position to take and give command. He is also bed ridden and not able to move a bit and needs full time attendants to take care of him round the clock. Till now none of his family members viz. wife (Mrs Nahida) and son (Mustafa) is coming forward to take care of him. It is to be noted that his son is also staying in the same house (CT-102, NITK) but totally unconcerned about Dr. Arif's care. Further, Dr. Arif's wife who is staying in Lucknow has been communicated many times by the Institute to take care him but she never responded and did not visit Kurukshetra till now. These things were also brought to the knowledge of Teachers' Association and Institute administration. The Institute administration was also requested to intervene in the matter. But nothing happened.

Seeing this state of affair of Dr Arif's, some of his colleagues viz. Dr. RS Bhatia, Dr K K Singh, Dr. J.K Chakra Dr Anil Dahiya, Mr. Mohit Dua, Mr. Jagannath, etc. came forward and were managing all type of his needs since the time of accident.

As long time has passed (almost two years), it was getting difficult for the colleagues to manage the financial burden and other responsibilities of Dr Arif and they were not willing to continue support further. Thus, recently in the last week of March, 2018, some of his colleagues took Dr Arif to his native place in Ghazipur, Uttar Pradesh and dropped him in his parental house and handed over to his brother's wife, his uncle and other relatives for taking care of him. But today evening i.e. April 22, 2018, she (his brother's wife) came with Dr Arif and dropped him in his house (CT-102, NIT Kurukshetra) and returned back to Ghazipur immediately. Now, he is totally unattended in his house at present. It is not possible for us to look after him anymore.

In the light of above, the Institute administration is requested to take immediate urgent action.
Submitted for immediate necessary action, please.

Thanking you,

(R.S. BHATIA) (K.K. Singh)
(Colleagues and neighbors of Dr Arif)

Cc.

- Honorable, Chairman, BOG, NIT Kurukshetra
- Director (NITs), MHRD, Shastri Bhawan, New Delhi
- Deputy Commissioner, Kurukshetra
- Dean (Faculty Welfare), NITK
- Registrar, NITK
- SMO, Health Center, NITK
- President, NIT Teachers Association
- HOD, Electronics and Communication Engineering Department
- Security officer, NITK

With the earnest request to take urgent steps as per his/her jurisdiction.

23/4/18

Pl. discuss along with file.
24/4/18

Annexure-45.17(iv)

LEGAL OPINION

I have gone through the office noting and the documentsavailable on the file. From the perusal of the same it is revealed that Dr. Mohd. Arif, Associate Prof., Dept. of Electronics & Communication Engg., NITK met with an accident on 12.06.2016 and since then he is in serious conditions and is still not in position to join duties nor he is in position to move or sign. Earlier he was being granted earned leave and was being taken care of by his colleagues. His family members are not coming forward. In such a situation it is very much necessary for the Institute to take necessary appropriate act, which it ought to take in terms of legal provisions. The Govt. of India has legistated PWD Act, 1995[THE PERSONS WITH DISABILITIES (EQUAL OPPORTUNITIES, PROTECTION OF RIGHTS AND FULL PARTICIPATION) ACT, 1995] Section 47 of the same provides that No establishment shall dispense services of any such persons who is suffering from disability and even such person is entitled to be kept till he attains the age of superannuation and even promotion can also not be denied to such person. Section 47 of the Act is being reproduced hereunder:

> "47. (1) No establishment shall dispense with or reduce in rank, an employee who acquires a disability during his service. Provided that, if an employee, after acquiring disability is not suitable for the post he was holding, could be shifted to some other post with the same pay scale and service benefits. Provided further that if it is not possible to adjust the employee against any post, he may be kept on a supernumerary post until a suitable post is available or he attains the age of superannuation, whichever is earlier.
> (2) No promotion shall be denied to a person merely on the ground of his disability: Provided that the appropriate Government may, having regard to the type of work carried on in any establishment, by notification and subject to such conditions, if any, as may be specified in such notification, exempt any establishment from the provisions of this section."

In some what similar circumstances relating to a Lecturer in the Dept. of Management in Kurukshetra University, Kurukshetra, namely Dr. Anil Kumar Kundu, who also met with an accident and due to the said accident he became unable to join duties and had been granted earned leave, the Hon'ble High Court of Punjab & Haryana, Chandigarh relying upon the law as settled by the Hon'ble Supreme Court of India, allowed his CWP No. 21828 of 2014 vide Judgment dated 31.03.2015 by directing the KUK to consider Dr. Kundu to be on duty till such time as he attains the age of superannuation and to grant him all consequential benefits. It is made clear that in case the amount/s falling due to the petitioner are not paid within three months, the petitioner would be entitled to claim the same with interest at the rate of 8% p.a.from the date/s the amount/s is due to the petitioner. **(The copy of Judgment dated 31.03.2015 is attached).**

So far as taking care of Dr. Mohd. Arif and for appointment of some legal guardian, the appropriate steps can be taken in terms of NATIONAL TRUST ACT, 1999. The National Trust Act deals with such situation for appointment of Guardians for persons suffering from disability. Section 2Clauses(h), (j) & (o) of the National Trusts Act defines persons suffering from disabilities. The same are being reproduced hereunder :

> **"NATIONAL TRUST ACT, 1999**
>
> 2(h) "Multiple Disabilities" means a combination of two or more disabilities as defined in clause (i) of section 2 of the Person with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (1 of 1996);
>
> (j) "persons with disability" means a person suffering from any of the conditions relating to autism, cerebral palsy, mental retardation or a combination of any two or more of such conditions and includes a person suffering from severe multiple disability.

(o) "severe disability" means disability with eighty percent or more of one or more multiple disabilities;"

Section 2(i) of Person with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 is also being reproduced hereunder:

"2(i) 'Disability' means- (i) Blindness; (ii) Low vision; (iii) Leprosy-cured; (iv) Hearing impairment; (v) Loco motor disability; (vi) Mental retardation; (vii) Mental illness;"

Under Section 14 of National Trust Act, 1999, Guardain can be appointed for any such person suffering from disabilities as defined above by moving appropraie application before Local Level Committee, constituted under Section 13 of the Act. It also provides Duties of Guardians. Sections 13 to 16 are also reproduced :

"13. CONSTITUTION OF LOCAL LEVEL COMMITTEES-
(1) The Board shall constitute a local level committee for such area as may be specified by it from time to time.
(2) A local level committee shall consist of-
(a) an officer of the civil service of the Union or of the State, not below the rank of a District Magistrate or a District Commissioner of a district.
(b) a representative of a registered organisation; and
(c) a person with disability as defined in clause (f) of section 2 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (1 of 1996).
(3) A local level committee shall continue to work for a period of three years from the date of its constitution or till such time it is reconstituted by the Board.
(4) A local level committee shall meet at least once in every three months or at such interval as may be necessary.

14. Appointment of guardianship -
(1) A parent of a person with disability or his relative may make an application to the local level committee for appointment of any person of his choice to act as a guardian of the persons with disability.
(2) Any registered organisation may make an application in the prescribed form to the Local Level Committee for appointment of a guardian for a person with disability.
Provided that no such application shall be entertained by the local level committee, unless the consent of the guardian of the disabled person is also obtained.
(3) While considering the application for appointment of a guardian, the local level committee shall consider-
- whether the person with disability needs a guardian.
- the purposes for which the guardianship is required for person with disability.
(4) The local level committee shall receive, process and decide applications received under sub-sections (1) and (2), in such manner as may be determined by regulations:
Provided that while making recommendation for the appointment of a guardian, the local level committee shall provide for the obligations which are to be fulfilled by the guardian.
(5) The local level committee shall send to the Board the particulars of the applications received by it and orders passed thereon at such interval as may be determined by regulations.
15. Duties of Guardian –
Every person appointed as a guardian of a person with disability under this Chapter shall, wherever required, either have the care of such persons of disability and his property or be responsible for the maintenance of the person with disability.
16. Guardian to furnish inventory and annual accounts -
(1) Every person appointed as a guardian under section 14 shall, within a period of six months from the date of his appointment, deliver to the authority

which appointed him, an inventory of immovable property belonging to the person with disability and all assets and other movable property received on behalf of the person with disability, together with a statement of all claims due to and all debts and liabilities due by such person with disability.
(2) every guardian shall also furnish to the said appointing authority within a period of three months at the close of every financial year, an account of the property and assets in his charge, the sums received and disbursed on account of the person with disability and the balance remaining with him."

Rules under the National Trust Act has been framed. The relevant Rules as well as Forms are being reproduced hereunder:

"The National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Rules, 2000.

16. Application for guardianship-
(1) The application by a parent, relative or registered organisation for appointment of guardian for a person with disability shall be made to the local level committee in Form A.
(2) The confirmation of appointment of guardian on such application shall be made in Form B.
(3) A quarterly report in the prescribed format shall be given by the local level committee to the Board or to the State level agency authorised by the Board giving particulars of the applications received and orders passed thereon."

FORM-A
(see rule 16(1))
Form of application to the Local Level Committee by a parent, relative or a registered organisation for appointment of guardian for person with Disability

From **Date :**
To
The Local Level Committee

Sir/Madam,
_____ is a person with disability and requires protection of his person and property through a guardian. We hereby request that _____ be appointed as guardian of the said_____ for the protection of his person property.

We furnish hereunder further details and request early decision :
1 Particulars of the person to be provided guardian Name:
Age:
Nature of disability:
Address:
2. Particulars of the person proposed to be appointed as guardian Name:
Age:
Relationship with ward, if any
Address:
We enclose herewith disability certificate of the said_____ obtained from_____

Yours faithfully,

Witnesses
1st Witness

Authorised signatory
Name:
Designation:
Office stamp.

2nd Witness

Consent of the person proposed to be appointed Guardian
I hereby agree to be the guardian of the person and property of_____ _____ and shall discharge my obligations with due diligence.

Signature:
Name
Date:

Consent of the guardian, if any, to the aforesaid proposal
I hereby agree to the above proposal to appoint ____ _____ _____ as the guardian of _____ _____.

Signature:
Name:
Date:

FORM-B

Form of confirmation of appointment of guardian on application made by (1) a registered organisation, or (2) parent or relative of person with disability.
The Local Level Committee situated at _____ _____ _____ having considered the application made by _____ _____ _____ _____ for appointment of
_____ for _____ _____ appointment of guardian for hereby confirms its decision as under :
1 Name of the ward:
2. Name of the guardian:
3. Obligations of the guardian
(a) Maintenance and residential care
(b) Management of immovable property
(c) Management of movable property
(d) Any others:
The guardian shall furnish property to this Committee as per Form C and Form D specified under these rules.
Place:
Date :

Signature(s) :

Stamp :

In view of the above, I am of considered opinion that since Dr. Mohd. Arif is suffering from disabilities as such in terms of Section 47 of The Persons With Disabilities (Equal Opportunities, Protection Of Rights And Full Participation) Act, 1995 he is entitled for full salary for this period till he attains the age of superannuation and further he cannot be denied promotion only on ground of his disability. Further since no family member is coming forward to take care of Dr. Mohd. Arif, as such the Institute may take steps under National Trust Act for appointment of Guardian by moving appropriate application in Form A before the Local Level Committee constituted under Section 13 of the Act.

ENCL. Judgment dated 31.03.2015 In CWP 21828 of 2014, Dr. Anil Kumar Kundu Vs KUK & Ors.

CHANDIGARH
May 2, 2018

(AMARJIT SINGH VIRK)
ADVOCATE

4

BoG 45.18 To note the action taken with reference to agenda item No.43.26 for regularization and confirmation of Assistant Professors recruited at AGP of Rs.6000/- plus 02 increments in the Institute on contract basis for a period of three years under the standard 3 tier rigid faculty structure.

In terms of Model Recruitment Rules (MRRs) issued by the MHRD, Govt. of India vide OM dated 14.03.2012 for faculty recruitment of NITs, some posts of Assistant Professors for various disciplines of Engineering & Technology/Management/Sciences etc. were advertised by the Institute vide Advertisement No.14/2012 & No.05/2013. Accordingly, the following persons were appointed to the Assistant Professors on contract basis initially for a period three years (extendable as per requirement) for their discipline of Engg./ Management/Science and they have been regularized at their post with effect from the date of acquiring their Ph.D. degree:

Sr. No.	Name of faculty and Department	Date of joining with Academic Grade Pay (In Rupees)	Date of completion of one year continuous service	Date of acquiring Ph.D. Degree	Date of Regularization with Academic Grade Pay (In Rupees)
01.	Dr. Sudhanshu Choudhary, Electronics & Comm. Engg.	04.03.2013 AGP Rs.6000/- + 02 Increments	04.03.2014	04.05.2013	04.05.2013 AGP Rs.7000/- + 02 Increments
02.	Dr. Bhanu Pratap, Electrical Engg.	27.05.2013 AGP Rs.6000/- + 02 Increments	27.05.2014	25.11.2013	25.11.2013 AGP - Rs.7000/- + 02 Increments
03.	Dr. Mantosh Biswas, Computer Engg.	06.09.2013 AGP Rs.6000/- + 02 Increments	06.09.2014	16.01.2014	16.01.2014 AGP - Rs.7000/- + 02 Increments
04.	Dr. Giribabu, Dyanamina, Electrical Engg.	23.09.2013(AN) AGP Rs.6000/- + 02 Increments	23.09.2013 (AN)	20.09.2014	20.09.2014 AGP - Rs.7000/- + 02 Increments
05.	Dr. Jayaram Nakka, Electrical Engg.	14.11.2013(AN)	14.11.2014 (AN)	20.09.2014	20.09.2014 AGP - Rs.7000/- + 02 Increments
06.	Dr. Joy Parkash Misra, Mechanical Engg.	13.09.2013 AGP Rs.6000/- + 02 Increments	13.09.2014	20.09.2014	20.09.2014 AGP - Rs.7000/- + 02 Increments
07.	Dr. Rajneesh, Mechanical	06.02.2013 AGP	06.02.2014	11.12.2014	11.12.2014 AGP -

	Engg.	Rs.6000/- + 02 Increments			Rs.7000/- + 02 Increments

From the above said 07 Assistant Professors, Dr. Sudhanshu Choudhary, Dr.Bhanu Pratap and Dr.Mantosh Biswas have been confirmed to their post on 04.05.2014, on 25.11.2014 and on 16.01.2015 respectively.

The contractual services of the said Assistant Professors were regularized from the date of completion of their Ph.D. Degree in the Pay Band-3 with AGP of Rs.7000/- while as per their appointment letters their services should have been regularized in Pay Band-3 with AGP of Rs.6000/- with effect from the due date.

The said matter was placed before the Board of Governors in its 43rd meeting held on 23.01.2018 vide BOG Agenda Item No.43.26 and the Board decided as under:

"After detailed deliberations, the Board decided that the AGP of 03 Assistant professors at Sr. no.1-3, namely Dr. Sudhansu Choudhary, Dr. Bhanu Pratap and Dr. Mantosh Biswas be re-fixed to AGP Rs.6,000/- plus 02 non-compounding increments in place of AGP Rs.7,000/- plus 02 increments in consonance with the terms and conditions of their appointment letters and Recruitment Rules prevailing at that point of time (MRR-2012) i.e. in the same Pay-Band and the same AGP of Rs.6,000/- plus 02 non-compounding increments as per the clarification issued by the Ministry vide MHRD letter F.No.2-5/2017-TS(III) dated 17.07.2017, and their date of regularization and confirmation be modified accordingly.

Further, the Board decided that the AGP of 04 Assistant professors at Sr. no.4-7, namely Dr. Giribabu Dyanamina, Dr. Jayram Nakka, Dr. Joy Prakash Misra and Dr. Rajneesh be re-fixed to AGP Rs.6,000/- plus 02 non-compounding increments in place of AGP Rs.7,000/- plus 02 increments in consonance with the terms and conditions of their appointment letters and Recruitment Rules prevailing at that point of time (MRR-2012) i.e. in the same Pay-Band and the same AGP of Rs.6,000/- plus 02 non-compounding increments as per the clarification issued by the Ministry vide MHRD letter F.No.2-5/2017-TS(III) dated 17.07.2017, and their date of regularization be modified and their service be confirmed accordingly.

Further, the regularization and confirmation of services of such Assistant Professors shall be carried out as per the terms and conditions of their appointment letters and Recruitment Rules prevailing at that point of time (MRR-2012), i.e. in the same Pay-Band and the same AGP of Rs.6,000/- plus 02 increments as per the clarification issued by the Ministry vide MHRD letter F.No.2-5/2017-TS(III) dated 17.07.2017."

Accordingly, all the 07 Assistant Professors were informed vide Office Order(s) dated 09.02.2018 *Annexure - 45.18(i) from pages 120 to 126* that their pay will be fixed as per the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018, accordingly the Pay Fixation of the said 07 Assistant Professors was revised vide letter No.Estt.-I/1001 dated 23.02.2018 *Annexure - 45.18(ii) from pages 127 to 131.*

Thereafter the said Assistant Professors have challenged the Office Order(s) dated 09.02.2018 in the Hon'ble High Court of Punjab & Haryana, Chandigarh vide CWP No.5092 of 2018 – titled Jayram Nakka & Others Vs Union of India & Others and Hon'ble High Court has issued the following directions in the same matter :

> *"In the instant petition, petitioner No.1 was regularly appointed as Assistant Professor in the academic grade pay of `7,000/- w.e.f.20.09.2014 vide office memorandum dated 29.01.2015 (annexure P-10). The Board of Governors proceeded to reduce the academic grade pay of `7,000/- to `6,000/- abruptly without issuing notice to the likely to be effected person like petitioner No.1. Thereafter, an office order has been passed on 09.02.2018 (Annexure P-26). The impugned action is without notice to petitioner No.1*
>
> *Notice of motion for 31.07.2018.*
>
> *In the meanwhile, the execution of the order dated 09.02.2018 (Annexure P-26) is stayed till the next date of hearing."*

In compliance of the above said orders of Hon'ble High Court, the pay of the said 07 Assistant Professors has again been revised to PB-3 with AGP of Rs.7,000/- in place of AGP of Rs.6,000/- vide Office Order(s) dated 02.04.2018 *Annexure - 45.18(iii) from pages 132 to 138* subject to final decision of Hon'ble High Court on the said matter and other similar cases.

In view of the above, *the Board may note the action taken as per decision of the BOG taken in its 43rd meeting held on 23.01.2018 and subsequent compliance of the orders of Hon'ble High Court of Punjab & Haryana, Chandigarh by the Institute.*

Further, it is proposed that the Board may reiterate its decision taken vide Item BOG No.43.26 to be implemented as per the relevant rules.

Annexure-45.17(1)

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No. Est.-III/3307/7 [illegible] Dated [illegible]

OFFICE ORDER

In supersession of this office letter No. Est. III/3307/22 dated 07.02.2014 and subsequent letter No. Est. III/3307/463 dated 17.12.2014, you are hereby informed that your regularization and confirmation w.e.f. 04.03.2013 and 04.05.2014 respectively to the post of Assistant Professor in the Pay Band-3 of Rs. 15600-39100 + AGP of Rs. 6000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 22.01.2015 as well as in terms of the office letter No. Gen/SRO/12/001 dated 04.07.2012 and MHRD Government of India OM F. No. 2-5/2017-TS-III dated 17.07.2017. Accordingly your pay will be fixed.

Registrar Incharge
for Director

Dr. Sudhansu Choudhary,
Assistant Professor,
Electronics & Comm. Engg. Deptt.
NIT Kurukshetra

Endst. No. Est.-III/3307/7[illegible] Dated [illegible]

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

1. Head, Electronics & Comm. Engg. Deptt. NIT Kurukshetra
2. Dy. Registrar (Acts), NIT Kurukshetra
3. Assistant Engineer (Civil Estate Section), NIT Kurukshetra

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No. Estt.-I/PF/365/ 740 Dated: 09/02/18

OFFICE ORDER

In supersession of this office letter No. Estt -I/365/1402 dated 13.03.2014 and subsequent letter No. Estt -I/365/1167 dated 27.03.2015, you are hereby informed that your regularization and confirmation w.e.f 27.05.2013 and 25.11.2014 respectively to the post of Assistant Professor in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 as well as in terms of the office letter No. Gen-I/SRD/12/596 dated 04.02.2013 and MHRD, Government of India OM F.No.2-5/2017-TS III dated 17.07.2017. Accordingly your pay will be fixed.

Registrar Incharge
for Director
09/2/18

Dr. Bhanu Pratap
Assistant Professor
Electrical Engineering Deptt
NIT, Kurukshetra.

Endst. No.Estt -I/PF/365/ 741-743 Dated: 09/02/18

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

1. Head Electrical Engineering Deptt., NIT, Kurukshetra.
2. Dy. Registrar (Acs.), NIT, Kurukshetra.
3. Assistant Engineer (Civil), Estate, Section NIT, Kurukshetra.

Registrar Incharge
09/2/18

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No.Estt -I/PF/401/ 744 Dated 09/02/18

OFFICE ORDER

In supersession of this office letter No Estt -I/401/1403 dated 13.03.2014 and subsequent letter No Estt.-I/PF/401/1431 dated 20.04.2015 you are hereby informed that your regularization and confirmation w.e.f. 06.09.2013 and 16.01.2015 respectively to the post of Assistant Professor in the Pay Band-3 of Rs.15600-39100 + AGP of Rs 6000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 as well as in terms of the office letter No Gen-I/FR/13/7310 dated 26.08.2013 and MHRD, Government of India OM F.No 2-5/2017-TS.III dated 17.07.2017. Accordingly your pay will be fixed.

Registrar Incharge
for Director

Dr Santosh Biswas,
Assistant Professor,
Computer Engg Deptt.
NIT, Kurukshetra

Endst No Estt.-I/PF/401/ 745-747 Dated 09/02/18

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

1. Head, Computer Engg. Deptt., NIT, Kurukshetra
2. Dy. Registrar (Acs.), NIT, Kurukshetra
3. Assistant Engineer (Civil), Estate. Section, NIT, Kurukshetra

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No.Estt.-I/PF/373/ 756 Dated 09/02/18

OFFICE ORDER

In supersession of this office letter No Estt -I/PF/373/360 dated 29.01 2015, you are hereby informed that your regularization w.e.f 23.09.2013 to the post of Assistant Professor in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.8000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 as well as in terms of the office letter No. Gen-I/FR/13/7176 dated 26.08.2013 and MHRD, Government of India OM F.No.2-5/2017-TS III dated 17.07.2017. Accordingly, your pay will be fixed.

Registrar Incharge
for Director

O/C
09/2/18

Dr Giribabu Dyanamina,
Assistant Professor,
Electrical Engg. Deptt.,
NIT, Kurukshetra.

Endst No Estt.-I/PF/373/ 757-759 Dated 09/02/18

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

1. Head, Electrical Engg Deptt., NIT Kurukshetra
2. Dy. Registrar (Acs), NIT, Kurukshetra
3. Assistant Engineer (Civil) Estate. Section, NIT. Kurukshetra.

Registrar Incharge

O/C
09/2/18

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No Estt -I/PF/376/ 760 Dated: 09/02/18

OFFICE ORDER

In supersession of this office letter No Estt -I/PF/376/361 dated 29.01.2015 you are hereby informed that your regularization w.e.f. 14.11.2013 to the post of Assistant Professor in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 as well as in terms of the office letter No. Gen-I/FR/13/7196 dated 26.08.2013 and MHRD, Government of India OM F.No 2-5/2017-TS.III dated 17.07.2017. Accordingly, your pay will be fixed

Registrar Incharge
for Director

Dr. Jayaram Nakka,
Assistant Professor,
Electrical Engg. Deptt.,
NIT, Kurukshetra

Endst No Estt -I/PF/376/ 761-763 Dated: 09/02/18

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

1. Head, Electrical Engg. Deptt., NIT, Kurukshetra.
2. Dy. Registrar (Acs.), NIT, Kurukshetra
3. Assistant Engineer (Civil), Estate, Section NIT Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No.Estt -I/PF/382/ 752 Dated 09/02/18

OFFICE ORDER

In supersession of this office letter No.Estt.-I/PF/382/359 dated 29.01.2018, you are hereby informed that your regularization w.e.f 13.09.2013 to the post of Assistant Professor in the Pay Band-3 of Rs 15600-39100 + AGP of Rs.6000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 as well as in terms of the office letter No. Gen-I/FR/13/7226 dated 26.08.2013 and MHRD, Government of India OM F No.2-5/2017-TS III dated 17.07.2017. Accordingly, your pay will be fixed

Registrar Incharge
for Director

O/c 9/2/18

Dr. Joy Prakash Misra,
Assistant Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra

Endst. No.Estt.-I/PF/382/ 753-755 Dated: 09/02/18

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

1. Head, Mechanical Engg. Deptt. NIT, Kurukshetra
2. Dy. Registrar (Acs.) NIT, Kurukshetra.
3. Assistant Engineer (Civil), Estate. Section, NIT, Kurukshetra

Registrar Incharge

O/c 9/2/18

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NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No Estt -I/PF/378/ 748 Dated: 09/02/18

OFFICE ORDER

In supersession of this office letter No.Estt.-I/PF/378/362 dated you are hereby informed that your regularization w.e.f. 06.02.2013 to the post of Assistant Professor in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been made in terms of the decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 as well as in terms of the office letter No. Gen-I/SRD/12/571 dated 04.02.2013 and MHRD, Government of India OM F No 2-5/2017-TS.III dated 17.07.2017 Accordingly, your pay will be fixed.

Registrar Incharge
for Director

Dr. Rajneesh,
Assistant Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra

Endst. No Estt -I/PF/378/ 749-751 Dated: 09/02/18

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

1. Head, Mechanical Engg. Deptt. NIT, Kurukshetra
2. Dy. Registrar (Acs), NIT Kurukshetra.
3. Assistant Engineer (Civil), Estate, Section, NIT, Kurukshetra.

Registrar Incharge

Annexure-45.17(ii)

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No Estt-II/ 1001 Dated 23/02/18

Subject: Revised Pay Fixation.

As per the decision of the Board of Governors in its 43rd meeting held on 23.01.2018 the pay of the following Assistant Professors have been fixed as under

Dr. Sudhanshu Choudhary, Assistant Professor, ECE Deptt.

Pay already fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	Post	Remarks
					Asstt.Prof.	M.Tech.+2 Increment Acquiring Ph.D
04.03.2013	15600-39100	16900	6000	22900	"	
04.05.2013	"	16900	7000	23900	"	
01.07.2014	"	17620	7000	24620	"	
01.07.2015	"	18360	7000	25360	"	
01.07.2016	"	19120	7000	26120	"	
01.07.2017	"	19910	7000	26910	"	

Pay to be fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	+ 2 Non-compund increment Rs.	Remarks
						M.Tech.+2 Increment Acquiring Ph.D
04.03.2013	15600-39100	15600	6000	21600	1300	
04.05.2013	"	15600	6000	21600	1300	
01.07.2014	"	16250	6000	22250	1300	
01.07.2015	"	16920	6000	22920	1300	
01.07.2016	"	17610	6000	23610	1300	
01.07.2017	"	18320	6000	24320	1300	

Dr. Mantosh Biswas, Assistant Professor, Computer Engineering Deptt.

Pay already fixed

Date	Pay Band	Pay	AGP	Total	Post	Remarks
	Rs.	Rs.	Rs.	Rs.		
06.09.2013	15600-39100	16900	6000	22900	Asstt.Prof.	M.Tech.+2 Increment
16.01.2014	"	16900	7000	23900	"	Acquiring Ph.D
01.07.2014	"	17620	7000	24620	"	
01.07.2015	"	18360	7000	25360	"	
01.07.2016	"	19120	7000	26120	"	
01.07.2017	"	19910	7000	26910	"	

Pay to be fixed

Date	Pay Band	Pay	AGP	Total	+ 2 Non-compund increment	Remarks
	Rs.	Rs.	Rs.	Rs.	Rs.	
06.09.2013	15600-39100	15600	6000	21600	1300	M.Tech.+2 Increment
16.01.2014	"	15600	6000	21600	1300	Acquiring Ph.D
01.07.2014	"	16250	6000	22250	1300	
01.07.2015	"	16920	6000	22920	1300	
01.07.2016	"	17610	6000	23610	1300	
01.07.2017	"	18320	6000	24320	1300	

Dr.Bhanu Pratap, Assistant Professor, Electrical Engg.Deptt.

Pay already fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	Post	Remarks
					Asstt.Prof.	M.Tech.+2 Increment Acquiring Ph.D
4.3.2013	15600-39100	16900	6000	22900	"	
25.11.2013	"	16900	7000	23900	"	
1.7.2014	"	17620	7000	24620	"	
1.7.2015	"	18360	7000	25360	"	
1.7.2016	"	19120	7000	26120	"	
1.7.2017	"	19910	7000	26910	"	

Pay to be fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	+ 2 Non-compund increment Rs.	Remarks
						M.Tech.+2 Increment Acquiring Ph.D
4.3.2013	15600-39100	15600	6000	21600	1300	
25.11.2013	"	15600	6000	21600	1300	
1.7.2014	"	16250	6000	22250	1300	
1.7.2015	"	16920	6000	22920	1300	
1.7.2016	"	17610	6000	23610	1300	
1.7.2017	"	18320	6000	24320	1300	

Dr. Rajneesh , Assistant Professor,Mechanical Engineering

Pay already fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	Post Asstt.Prof.	Remarks M.Tech.+2 Increment
6.2.2013	15600-39100	16900	6000	22900	"	
1.7.2014	"	17590	6000	23590	"	Acquiring Ph.D
11.12.2014	"	17590	7000	24590	"	
1.7.2015	"	18330	7000	25330	"	
1.7.2016	"	19090	7000	26090	"	
1.07.2017	"	19880	7000	26880	"	

Pay to be fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	+ 2 Non-compund increment Rs.	Remarks M.Tech.+2 Increment
6.2.2013	15600-39100	15600	6000	21600	1300	
1.7.2014	"	16250	6000	22250	1300	Acquiring Ph.D
11.12.2014	"	16250	6000	22250	1300	
1.7.2015	"	16920	6000	22920	1300	
1.7.2016	"	17610	6000	23610	1300	
1.7.2017	"	18320	6000	24320	1300	

Dr. Giribabu Oyanamina , Assistant Professor,Electrical Engineering

Pay already fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	Post Asstt.Prof.	Remarks M.Tech.+2 Increment
23.09.2013	15600-39100	16900	6000	22900	"	
1.7.2014	"	17590	6000	23590	"	Acquiring Ph.D
20.09.2014	"	17590	7000	24590	"	
1.7.2015	"	18330	7000	25330	"	
1.7.2016	"	19090	7000	26090	"	
1.07.2017	"	19880	7000	26880	"	

Pay to be fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	+ 2 Non-compund increment Rs.	Remarks M.Tech.+2 Increment
6.2.2013	15600-39100	15600	6000	21600	1300	
1.7.2014	"	16250	6000	22250	1300	Acquiring Ph.D
20.09.2014	"	16250	6000	22250	1300	
1.7.2015	"	16920	6000	22920	1300	
1.7.2016	"	17610	6000	23610	1300	
1.7.2017	"	18320	6000	24320	1300	

Dr. Jayaram Nakka , Assistant Professor,Electrical Engineering

Pay already fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	Post Asstt.Prof.	Remarks M.Tech.+2 Increment
4.11.2013	15600-39100	16900	6000	22900	"	
1.7.2014	"	17590	6000	23590	"	Acquiring Ph.D
20.09.2014	"	17590	7000	24590	"	
1.7.2015	"	18330	7000	25330	"	
1.7.2016	"	19090	7000	26090	"	
1.07.2017	"	19880	7000	26880	"	

Pay to be fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	+ 2 Non-compund Increment Rs.	Remarks M.Tech.+2 Increment
4.11.2013	15600-39100	15600	6000	21600	1300	Acquiring Ph.D
1.7.2014	"	16250	6000	22250	1300	
20.09.2014	"	16250	6000	22250	1300	
1.7.2015	"	16920	6000	22920	1300	
1.7.2016	"	17610	6000	23610	1300	
1.07.2017	"	18320	6000	24320	1300	

Dr. Joy Prakash Misra , Assistant Professor,Mechanical Engineering

Pay already fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	Post Asstt.Prof.	Remarks M.Tech.+2 Increment
13.9.2013	15600-39100	16900	6000	22900	"	
1.7.2014	"	17590	6000	23590	"	Acquiring Ph.D
20.09.2014	"	17590	7000	24590	"	
1.7.2015	"	18330	7000	25330	"	
1.7.2016	"	19090	7000	26090	"	
1.07.2017	"	19880	7000	26880	"	

Pay to be fixed

Date	Pay Band Rs.	Pay Rs.	AGP Rs.	Total Rs.	+ 2 Non-compund Increment Rs.	Remarks M.Tech.+2 Increment
13.9.2013	15600-39100	15600	6000	21600	1300	Acquiring Ph.D
1.7.2014	"	16250	6000	22250	1300	
20.09.2014	"	16250	6000	22250	1300	
1.7.2015	"	16920	6000	22920	1300	
1.7.2016	"	17610	6000	23610	1300	
1.07.2017	"	18320	6000	24320	1300	

DR(A&A)

DR(G&A) 23/02/18

23/2/18

23/2/18

-191- **Annexure-45.17(iii)**

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt.-I/PF/390/ 1609 Dated: 02/04/18

OFFICE ORDER

You are hereby informed that due to administrative reasons, this Institute office order No Estt.-I/PF/390/736 dated 09.02.2018 regarding fixation of pay in the Pay Band 3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders and your pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.7000/= is hereby allowed to continue subject to further decision of the Hon'ble High Court in CWP No.4614 of 2018 titled Dr.Sudhanshu Choudhary and others Vs Board of Governors of National Institute of Technology Kurukshetra and others.

Registrar Incharge
for Director

Dr.Sudhanshu Choudhary,
Assistant Professor,
ECE Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/390/ 1610-1612 Dated: 02/04/18

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

1. Head, ECE Department, NIT, Kurukshetra
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt.-I/PF/365/ 1605 Dated: 02/04/18

OFFICE ORDER

As per directions dated 01.03.2018 of the Hon'ble High Court of Punjab & Haryana, Chandigarh in CWP No.5092 of 2018, you are hereby informed that the office order No.Estt.-I/PF/365/740 dated 09.02.2018 regarding fixation of pay in the Pay Band-3 of Rs 15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders/directions and your pay in the Pay Band-3 of Rs 15600-39100 + AGP of Rs.7000/- is hereby allowed to continue subject to further directions/decision of the Hon'ble High Court in CWP No.5092 of 2018 titled Dr Jayaram Nakka and others Vs Union of India and others.

Registrar Incharge
for Director

Dr.Bhanu Pratap,
Assistant Professor,
Electrical Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/365/ 1606-1608 Dated: 02/04/18

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

1. Head, Electrical Engg. Department, NIT, Kurukshetra.
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt.-I/PF/401/ 1613 Dated: 02/04/18

OFFICE ORDER

You are hereby informed that due to administrative reasons, this Institute office order No.Estt.-I/PF/401/744 dated 09.02.2018 regarding fixation of pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders and your pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.7000/- is hereby allowed to continue subject to further decision of the Hon'ble High Court in CWP No.4614 of 2018 titled Dr.Sudhanshu Choudhary and others Vs Board of Governors of National Institute of Technology Kurukshetra and others

Registrar Incharge
for Director

Dr.Santosh Biswas,
Assistant Professor,
Computer Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/401/ 1614-1616 Dated: 02/04/18

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

1. Head, Computer Engg. Department, NIT, Kurukshetra.
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt. I/PF/373/ 1601 Dated 02/04/18

OFFICE ORDER

As per directions dated 01.03.2018 of the Hon'ble High Court of Punjab & Haryana, Chandigarh in CWP No.5092 of 2018, you are hereby informed that the office order No.Estt.-I/PF/373/756 dated 09.02.2018 regarding fixation of pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders/directions and your pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.7000/- is hereby allowed to continue subject to further directions/decision of the Hon'ble High Court in CWP No.5092 of 2018 titled Dr.Jayaram Nakka and others Vs Union of India and others.

Registrar Incharge
for Director

Dr.Giribabu Dyamanina,
Assistant Professor,
Electrical Engg. Deptt.,
NIT, Kurukshetra.

Endst No.Estt.-I/PF/373/ 1602-1604 Dated: 02/04/18

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

1. Head, Electrical Engg. Department, NIT, Kurukshetra.
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt.-I/PF/376/ 1589 Dated: 02/04/18

OFFICE ORDER

As per directions dated 01.03.2018 of the Hon'ble High Court of Punjab & Haryana, Chandigarh in CWP No.5092 of 2018, you are hereby informed that the office order No.Estt.-I/PF/376/760 dated 09.02.2018 regarding fixation of pay in the Pay Band-3 of Rs 15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders/directions and your pay in the Pay Band-3 of Rs.15600 39100 + AGP of Rs.7000/- is hereby allowed to continue subject to further directions/decision of the Hon'ble High Court in CWP No.5092 of 2018 titled Dr.Jayaram Nakka and others Vs Union of India and others.

Registrar Incharge
for Director

Dr.Jayaram Nakka,
Assistant Professor,
Electrical Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/376/ 1590-1592 Dated: 02/04/18

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

1. Head, Electrical Engg. Department, NIT, Kurukshetra.
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt.-1/PF/382/ 1593 Dated: 02/04/18

OFFICE ORDER

As per directions dated 01.03.2018 of the Hon'ble High Court of Punjab & Haryana, Chandigarh in CWP No.5092 of 2018, you are hereby informed that the office order No Estt.-1/PF/382/752 dated 09.02.2018 regarding fixation of pay in the Pay Band 3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders/directions and your pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.7000/- is hereby allowed to continue subject to further directions/decision of the Hon'ble High Court in CWP No.5092 of 2018 titled Dr.Jayaram Nakka and others Vs Union of India and others.

Registrar Incharge
for Director

Dr.Joy Prakash Misra,
Assistant Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-1/PF/382/ 1594-1596 Dated: 02/04/18

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

1. Head, Mechanical Engg. Department, NIT, Kurukshetra
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra.

Registrar Incharge

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. Estt.-I/PF/378/ 1597 Dated: 02/04/18

OFFICE ORDER

As per directions dated 01.03.2018 of the Hon'ble High Court of Punjab & Haryana, Chandigarh in CWP No.5092 of 2018, you are hereby informed that the office order No Estt.-I/PF/378/748 dated 09.02.2018 regarding fixation of pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.6000/- plus 02 increments has been kept in abeyance till further orders/directions and your pay in the Pay Band-3 of Rs.15600-39100 + AGP of Rs.7000/- is hereby allowed to continue subject to further directions/decision of the Hon'ble High Court in CWP No.5092 of 2018 titled Dr.Jayaram Nakka and others Vs Union of India and others.

Registrar Incharge
for Director

Dr.Rajneesh,
Assistant Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/378/ 1598-1600 Dated: 02/04/18

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

1. Head, Mechanical Engg. Department, NIT, Kurukshetra.
2. Deputy Registrar (Accounts), NIT, Kurukshetra.
3. Assistant Engineer (Civil), NIT, Kurukshetra

Registrar Incharge

BoG 45.19 To note for implementation the recommendations of 7th Central Pay Commission – bunching of stages in the revised pay structure under Central Civil Services (Revised Pay) Rules, 2016 in the Institute.

The Ministry of Finance, Government of India, Department of Expenditure, Implementation Cell, 7th CPC, New Delhi vide its Office Memorandum No.1-6/2016-IC dated 03.08.2017 *Annexure - 45.19(i) from pages 140 to 143* has clarified that the following shall be kept in view while determining the extent of bunching as also the benefits to be extended on account of bunching at the time of initial fixation of pay in the 7th CPC pay structure:

(i) Benefit on account of bunching is to be extended when two or more stages get bunched.
(ii) Benefit of one increment is to be extended on account of bunching of every two consecutive stages.
(iii) As stipulated in MoF OM dated 07.09.2016 a difference of 3% to be reckoned for determination of consecutive pay stages specific to each employee.
(iv) All pay stages lower than the Entry Pay in the 6th CPC pay structure as indicated in the Pay Matrix contained in the 7th CPC Report are not to be taken into account for determining the extent of bunching.

It has also been clarified to review all cases wherein benefit on account of bunching has been extended in terms of OM dated 07.09.2016 and to re-fix the pay in terms of the instructions contained therein.

The matter of Revision of Pay of non-teaching staff of this Institute in terms of the recommendations of 7th Central Pay Commission was placed before the Board of Governors in its 43rd meeting held on 23.01.2018 vide agenda item No.43.14 *Annexure - 45.19(ii) on page 144* and the Board decided as under:

> *"The Board considered and approved the Revision of Pay of Non-Teaching Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay Commission 7th (CPC). The Board further decided that the arrear in respect of revision of pay be disbursed only to the extent the grant released for the said purpose."*

In view of the above, *it is proposed that the Board may note for implementation the recommendations of 7th Central Pay Commission for bunching of stages in the revised pay structure under Central Civil Services (Revised Pay) Rules, 2016 in the Institute, in terms of Department of Expenditure OM dated 03.08.2017.*

Annexure-45.19(i)

सं. / No.1-6/2016-IC

भारतसरकार/ Government of India

वित्तमंत्रालय /Ministry of Finance

व्ययविभाग /Department of Expenditure

(कार्यान्वयन सेल, 7वेतन आयोग Implementation Cell, 7th CPC)

North Block, New Delhi,
3rd August, 2017

OFFICE MEMORANDUM

Subject: Recommendations of the 7th Central Pay Commission (CPC) – bunching of stages in the revised pay structure under Central Civil Services (Revised Pay) Rules, 2016.

With reference to the subject mentioned above and in continuation of this Department's OM of even number dated 07.09.2016 and 13.06.2017, detailed instructions are hereby being issued on the application of the benefit on account of bunching of stages while fixing the pay in the revised pay structure as a response to a large number of references received from Ministries/Departments.

2. The provisions giving effect to the recommendations of the 7th CPC on extending the benefit on account of bunching were notified vide DoE O.M. dated 07.09.2016. Benefits on account of bunching have been extended during the initial fixation of pay in the revised pay structure while implementing the recommendations of earlier CPCs also. Bunching occurs in the fixation of pay when the pay at two or more consecutive stages in a Pay Scale/ Grade Pay in the pre revised scale get fixed at the same stage in the corresponding Pay Scale/ Level in the revised pay structure

3. The modalities of determining the extent of bunching and the nature of benefits to be extended on account thereof, based on the recommendations of the CPCs, have differed across different Pay Commission periods. While the 5th CPC recommended that benefits be extended when more than four stages get bunched, the 6th CPC recommended that benefits be extended when two or more stages get bunched. The fitment tables drawn by the 6th CPC and notified by the Government subsequently provided for the benefit of bunching only when more than two stages were bunched. As regards the benefits to be extended on account of bunching, the 5th CPC recommended benefit of one increment for every four consecutive stages bunched, the 6th CPC recommended benefit of one increment for every two consecutive pay stages bunched. For HAG scales, however, benefit of one increment was given at each of the pay stages in the 6th CPC pay structure.

4. In terms of the DoE O.M. dated 07.09.2016 based on the 7th CPC recommendations, bunching occurs when two or more stages get bunched and benefit of one increment is to be given for every two stages bunched. These provisions are to be applied while revising the pay from the 6th CPC regime to the 7th CPC regime. In the 6thCPC pay structure, about 35 pay scales existing in the 5th CPC pay structure were

replaced by a system of running pay bands recommended by the 6th CPC. The 6th CPC pay structure consisted of 19 grades spread across four distinct pay bands and 4 distinct scales including two fixed scales. The 6th pay structure being replaced by the 7th CPC recommended Pay Matrix, thus, consists of 4 Pay Bands with 15 levels of Grade Pay, along with 4 standalone scales, viz., HAG scale, HAG+ scale, Apex scale (fixed) and the scale of Cabinet Secretary (fixed).

5. While in the 5th CPC structure, the stages in every pay scale were well defined, the stages were not well defined in the 6th CPC structure. The pay was to be fixed in the running Pay Band by rounding off to the next higher multiple of 10. Every multiple of 10 was a pay stage in the 6th CPC regime. However, all consecutive 10 rupee stages for any Grade Pay cannot be taken as consecutive stages for the purpose of bunching in reference to the 7th CPC recommendations as is also clear from the illustration contained in para 5.1.37 of the 7th CPC Report. Based on the illustration contained in para 5.1.37 of the 7th CPC Report, Department of Expenditure's O.M. dated 07.09.2016 provided that a difference of at least 3%, the rate of annual increment, in the 6th CPC pay structure was essential for counting of two stages. The 6th CPC had replaced the system of equidistant pay stages in a pay scale based on equal annual increments in the 5th CPC regime by a system of annual increment of 3% on the sum of pay in the running pay band and the Grade Pay which was to be added to the running pay as increment. Therefore, the pay stages in any given Grade Pay were specific to an employee and depended upon the initial fixation of pay in that Grade Pay. As a result, the amount of increment earned in the same Grade Pay would differ in the same Pay Scale/ Grade Pay not only between different employees but also across years for the same employee. To illustrate, an employee whose pay was fixed at Rs 46,100 in GP of 8700 in PB-4 would have the first annual increment of Rs 1390 which would be added to his running pay in the Pay Band, another employee whose pay initially was fixed at Rs 46,400 in the same Grade Pay would have the first annual increment of Rs 1400. In such a scenario where the pay stages are specific to the employee, it is not possible to arrive at universal pay stages for the purpose of determining the extent of bunching. Therefore, for the purpose of determining the extent of bunching in a system of running pay bands, the consecutive pay stages that need to be considered are the pay stages which are specific to the employee.

6. In the 5th CPC structure, the maximum and the minimum of every pay scale were well defined. In the 6th CPC structure, Entry Pay was separately notified for most Grade Pay levels to govern the entry pay of direct recruits in that level. The pay of those moving from a lower grade to a higher one on promotion was regulated in terms of provisions contained in Rule 13 of CCS (RP) Rules, 2008. As such, the Entry Pay notified for a given Pay Scale/ Grade Pay is the effective minimum of that Grade Pay for direct recruits. For an employee getting promoted, the sum of the minimum of the relevant Pay Band and the Grade Pay is the effective minimum pay. The 7th CPC, in its Report, has commented that this led to many situations where direct recruits drew higher pay as compared to personnel who reached that stage through promotion. Demands were received by the 7th CPC from many staff associations and employees for removal of this disparity which the 7th CPC refers to as differential entry pay.

7. In the revised dispensation for pay fixation in the New Pay Structure as recommended by the 7th CPC, direct recruits shall start at the minimum pay corresponding to the level to which recruitment is made, which will be the first cell of

each level. For those promoted from the previous level, the fixation of pay in the new level will depend on the pay they were already drawing in the previous level. The pay, however, cannot be less than the first stage of the relevant level. While enumerating the benefits of migrating to the new system at para 5.1.47 of the 7th CPC Report, it has been stated that '**the issue of differential entry pay has been resolved**'. At para 5.1.36 of the 7th CPC Report it has also been mentioned that rationalization has been done with utmost care to ensure minimum bunching at most levels. Rationalization has been done by the 7th CPC through the Index of Rationalisation (IoR) which has been multiplied with the Entry Pay in the 6th CPC regime to arrive at the first cell of each level. With the Entry Pay along with IOR being used as the determiner of the first cell, pay stages below the Entry Pay have been consciously brought up to the level of Entry Pay and its corresponding pay stage in the revised pay structure. As a result, all pay stages below the Entry Pay in any Level will, on re-fixation, converge to the first pay stage in that level. As this convergence takes place on account of a conscious decision of the 7th CPC intrinsic to the architecture of the Pay Matrix by indicating the Entry Pay as the starting point of each Level, benefit on account of bunching cannot be extended with reference to pay stages lower than the Entry Pay indicated by the 7th CPC for that level in the Pay Matrix. Extending the benefit of bunching with reference to pay stages below the entry pay will perpetuate the difference in pay on account of differential Entry Pay which was addressed by the 7th CPC.

8. Based on the above, it is clarified that the following shall be kept in view while determining the extent of bunching as also the benefits to be extended on account of bunching at the time of initial fixation of pay in the 7th CPC pay structure.

(i) Benefit on account of bunching is to be extended when two or more stages get bunched.

(ii) Benefit of one increment is to be extended on account of bunching of every two consecutive stages.

(iii) As stipulated in MoF OM dated 07.09.2016, a difference of 3% to be reckoned for determination of consecutive pay stages, specific to each employee.

(iv) All pay stages lower than the Entry Pay in the 6th CPC pay structure as indicated in the Pay Matrix contained in the 7th CPC Report are not to be taken into account for determining the extent of bunching.

9. All Ministries/ Departments are advised to review all cases wherein benefit on account of bunching has been extended in terms of this Department's OM dated 07.09.2016 and to re fix the pay in terms of the instructions contained herein.

V. Singh
(V.K Singh)
Director

Distribution:

1. All Ministries/Departments as per standard list.
2. NIC, D/o Expenditure, Ministry of Finance, North Block, New Delhi with a request to upload the OM on website of the Department.

No. 1-6/2016-IC
Government of India
Department of Expenditure
Implementation Cell

Room No. 214, The Ashok, New Delhi
Dated the 7th September, 2016

OFFICE MEMORANDUM

Subject: Recommendations of the 7th Central Pay Commission – bunching of stages in the revised pay structure under Central Civil Services (Revised Pay) Rules, 2016.

The undersigned is directed to say that in view of the recommendation of the 7th Central Pay Commission regarding bunching of stages in the revised pay structure, it has been decided that in cases where in revision of pay, the pay of Government servants drawing pay at two or more stages in pre-revised Pay Band and Grade Pay or scale, as the case may be, get fixed at same Cell in the applicable Level in the new Pay Matrix, one additional increment shall be given for every two stages bunched and the pay of Government servant drawing higher pay in pre-revised structure shall be fixed at the next vertical Cell in the applicable Level.

2 For this purpose, pay drawn by two Government servants in a given Pay Band and Grade Pay or scale where the higher pay is at least 3% more than the lower pay shall constitute two stages. Officers drawing pay where the difference is less than 3% shall not be entitled for this benefit.

3. As per illustration given in para 5.1.37 of the Report of the 7th Central Pay Commission, if two persons drawing pay of ₹ 53,000 and ₹ 54,590 in the GP ₹ 10,000 are to be fitted in the new Pay Matrix, the person drawing pay of ₹ 53,000 on multiplication by a factor of 2.57 will expect a pay corresponding to ₹ 1,36,210 and the person drawing pay of ₹ 54,590 on multiplication by a factor of 2.57 will expect a pay corresponding to ₹ 1,40,296. Revised pay of both should ideally be fixed in the first cell of Level 14 in the pay of ₹ 1,44,200 but to avoid bunching the person drawing pay of ₹ 54,590 will get fixed in second cell of Level 14 in the pay of ₹ 1,48,500.

(R. K Chaturvedi)
Joint Secretary to the Govt. of India
Tel: 011 – 2611 6646

Distribution:

1. All Ministries/Departments as per standard list.
2. NIC, D/o Expenditure, Ministry of Finance, North Block, New Delhi with a request to upload the OM on website of the Department.

Annexure-45.19(ii)

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. NITK 43rd BOG/ 705 Dated: 09/02/2018

The Board of Governors of the Institute at its 43rd meeting held on 23.01.2018 has decided under:

43.14 To consider the Revision of Pay of Non-Teaching Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay Commission 7th (CPC).

"The Board considered and approved the Revision of Pay of Non-Teaching Staff in Centrally Funded Technical Institutions (CFTIs) following the pay revision of the Central Government employees on the recommendation of 7th Central Pay Commission 7th (CPC). The Board further decided that the arrear in respect of revision of pay be disbursed only to the extent the grant released for the said purpose."

This is for your reference, record and further necessary action in the matter.

Encl: Agenda Item

Registrar (I/C)

Deputy Registrar (GA & L)
Deputy Registrar (Accounts) 12/02/18

BoG 45.20 To note the action taken as per decision of the BOG (Ref. BOG Item No.44.2) in respect of Dr.Baldev Setia.

Vide letter No.Estt-1/PF/2630 dated 17.04.2013, Dr.Baldev Setia, Professor, Civil Engineering Department was charge-sheeted for the lapses in not meticulously checking the actual built up area of Panineeya Institute of Technology, Hyderabad on 25.06.2009 in the capacity of Member of Expert Visiting Committee.

In response to the said charge-sheet, his reply dated 01.12.2015 was placed before the Board of Governors in its 43rd meeting held on 23.01.2018 vide agenda item No.43.32 and further in the 44th meeting held on 05.02.2018 vide agenda item No.44.2 and the Board decided as under on 05.02.2018 on the said matter:

> *"The Board confirmed the minutes of the 43rd meeting of the Board of Governors held on 27.06.2017 with the following modifications in respect of item No.BoG 43.32 and confirmed as:*
> *The Enquiry Officer in his report has recommended that "The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any." The Board considered and deliberated the report of the Enquiry Officer in detail and accepted the recommendations cautiously and decided that Prof. Baldev Setia be 'censured' under Rule 16 as specified in clause (i) of Rule 11 of CCS (CSA) Rules and the decision, along with a copy of the report of the inquiry, be forwarded to Prof. Baldev Setia who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules."*

The decision of the Board was complied with by the Institute vide letter No.Estt.-I/PF/2116 dated 26.04.2018 *Annexure - 45.20(i) from pages 148 to 149*. Further, vide letter No.Estt.-I/PF/2117 dated 26.04.2018 *Annexure - 45.20(ii) from pages 150 to 159* a copy of Enquiry Report was supplied to Dr.Baldev Setia with a remarks that he may submit his representation, if so desired, within a period of fifteen days from the receipt of the letter.

In response to letter No.Estt.-I/PF/2116 dated 26.04.2018 and No.Estt.-I/PF/2117 dated 26.04.2018, Dr. Baldev Setia has submitted his representation dated 09.05.2018 *Annexure - 45.20(iii) from pages 160 to 168* vide which he has

requested to drop the penalty levelled against him on the following grounds as stated by him at Para-A on page 2 & 3 of his representation:

1. The duty as member of Expert Visiting Committee (EVC) was assigned by the AICTE and thus, the act of visiting was not on behalf of NIT Kurukshetra. Therefore, there is no jurisdiction of the Institute to take cognizance on this account.
2. CBI categorically restricted use to its findings/documents for proceeding against him. But unfortunately no investigation/ preliminary inquiry was made by NIT Kurukshetra and proceeded only on the basis of this very not-to-be-cited-as-relied-upon CBI report.
3. No documents/report was supplied to him to prepare his defence. It was denial of a fair opportunity required for natural justice as well as under rule 15 of CCS (CCA).
4. No evidence was allowed to be cross examined as no evidence was ever made to appear in the enquiry. The CD videographed during the visit was never made available to him. Thus, his right was denied.
5. Fairness of report by CBI was already under question as out of three members of visiting team two were let off without any reason and only one (himself) was recommended to be proceeded against, and that too without assigning any reason.
6. The rule suggests that inquiry officer should be sufficiently senior to the accused. But in his case it was not so. Required qualification of Registrar, IISER Mohali (inquiry officer in his case) was a Master's degree while for a Professor (himself) was a PhD. By no means the inquiry officer was senior to him. No such person can be allowed to conduct an inquiry in such a case. The inquiry is thus not tenable legally.

Further he has stated that during the entire service of 32 years he has served in the Institute with full dedication and honesty towards his duties.

As per Rule 15 (2) of CCS (CCA) Rules, 1965 the Disciplinary Authority shall forward or cause to be forwarded a copy of the report of the inquiry, if any, held by the Disciplinary Authority or where the Disciplinary Authority is not the Inquiring Authority, a copy of the report of the Inquiring Authority together with its own tentative reasons for disagreement, if any, with the findings of Inquiring Authority on any article of charge to the Government servant who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days, irrespective of whether the report is favourable or not to the Government servant.

As per Rule 15 [2(2-A)] of CCS (CCA) Rules, 1965 *Annexure - 45.20(iv) from pages 169 to 170* the Disciplinary Authority shall consider the representation, if any, submitted by the Government servant and record its findings before proceedings further in the matter as specified in sub-rules (3) and (4):

(3) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the Penalties specified in Clauses (i) to (iv) of Rule 11 should be imposed on the Government servant, if shall, notwithstanding anything contained in Rule 16, make an order imposing such penalty:

Provided that in every case where it is necessary to consult the Commission, the record of the inquiry shall be forwarded by the Disciplinary Authority to the Commission for its advice and such advice shall be taken into consideration before making any order imposing any penalty on the Government servant.

(4) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge and on the basis of the evidence adduced during the inquiry is of the opinion that any of the penalties specified in Clauses (v) to (ix) of Rule 11 should be imposed on the Government servant, it shall make an order imposing such penalty and it shall not be necessary to give the Government servant any opportunity of making representation on the penalty proposed to be imposed:

Provided that in every case where it is necessary to consult the Commission, the record of the inquiry shall be forwarded by the Disciplinary Authority to the Commission for its advice and such advice shall be taken into consideration before making an order imposing any such penalty on the Government servant.

In view of the above, *the Board may note the action taken in terms of BOG Item No.44.2 and consider the request of Dr.Baldev Setia as per Rule-15 [2 (2-A)] of CCS (CCA) Rules, 1965.*

Annexure-45.20(i)

CONFIDENTIAL

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No.Estt-I/PF/2116 Dated: 26/04/18

CENSURE

Vide this office Reference No.Estt-I/PF/2630 dated 17.04.2013, you were charge-sheeted for the lapses in not meticulously checking the actual built up area of Panineeya Institute of Technology, Hyderabad on 25.06.2009 in the capacity of member of Expert Visiting Committee.

In response to the said charge-sheet, your reply dated 01.12.2015 was placed before the Board of Governors in its 43rd meeting held on 23.01.2018 vide agenda item No.43.32 and further in the 44th meeting held on 05.02.2018 vide agenda item No.44.2 and the Board decided as under on 05.02.2018 on the said matter:

> *"The Board confirmed the minutes of the 43rd meeting of the Board of Governors held on 27.06.2017 with the following modifications in respect of item No.BOG 43.32 and confirmed as:*
>
> *The Enquiry Officer in his report has recommended that "The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any." The Board considered and deliberated the report of the Enquiry Officer in detail and accepted the recommendations cautiously and decided that Prof. Baldev Setia be 'censured' under Rule 16 as specified in clause (i) of Rule 11 of CCS (CSA) Rules and the decision, along with a copy of the report of the inquiry, be forwarded to Prof. Baldev Setia who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules."*

Therefore, you have failed to perform your duty in true letter and spirit which is misconduct at your part under the Conduct Rules of the Institute.

(Contd...P/2)

In view of the above, in compliance of decision of the Board of Governors as referred above, taking a lenient view, you are hereby censured to be careful in future.

Director

Dr. Baldev Setia,
Professor,
Civil Engg. Deptt.,
NIT, Kurukshetra.

Copy to:

1. Head, Civil Engg. Department, NIT, Kurukshetra.
2. Sr. Secretary to Director for placing in the ACR file of Dr.Baldev Setia, Professor, Civil Engg. Deptt.

Annexure-45.20.(ii)

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No.Estt-I/PF/ 3117 Dated: 26/04/18

Subject: Action taken on the minutes of 43rd & 44th BOG meeting in respect of Dr. Baldev Setia, Professor, Civil Engineering Department, NIT, Kurukshetra.

In compliance of decision of the Board of Governors taken in its 43rd meeting held on 23.01.2018 vide agenda item No.43.32 and 44th meeting held on 05.02.2018 vide agenda item No.44.2, please find enclosed herewith a copy of the report of Enquiry Officer on the matter under reference. Further it also informed that you may submit your representation, if so desired, within a period of 15 days from the receipt of this letter.

Registrar Incharge

Dr. Baldev Setia,
Professor,
Civil Engg. Deptt.,
NIT, Kurukshetra.

भारतीयविज्ञानशिक्षाएवंअनुसंधानसंस्थानमोहाली
(मानवसंसाधनविकासमंत्रालयकाएकस्वायत्तसंस्थान, भारतसरकारकेअधीन)
सेक्टर -81, नॉलेजसिटी, पो. ओ. मनौली, एस. ए. एस. नगर, मोहाली, पंजाब - 140 306

INDIANINSTITUTEOFSCIENCEEDUCATIONANDRESEARCHMOHALI
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Dr. P. Bapaiah
Registrar

E-mail:registrar@iisermohali.ac.in

The Director
NIT Kurukshetra
Kurukshetra 136119
Haryana

Sir:

Vide your office letter No. Estt.1/2012 dated 23/05/16 the undersigned was assigned to enquire into the charges framed against Prof. Baldev Sethia, Professor Civil Engineering Department, NIT Kurukshetra. With the records provided, the undersigned held three meetings with the Charged Officer and the Presenting Officer. After the meetings and perusing the relevant documents/records, a brief report is made out and the same is enclosed (5 pages) and proceedings of the meetings (3 pages) for your kind information and necessary action.

Thanking You.

Yours Sincerely

5/8/17

Encl.: Enquiry Report (5+3 Pages)

For further necessary action as per procedure.

14/8/17

17/8/17

DR(Ad+C)

Enquiry Report

Sub.: Enquiry against Prof. Baldev Setia- Professor Civil Engineering Department NIT Kurukshetra

With reference to NIT Kurukshetra letter No.Estt.1/2012 dated 23/05/16, the undersigned was assigned to enquire into the charges framed against Prof. Baldev Setia. In pursuance of the above referred letter the undersigned conducted three meeting i.e. 13.02.2017, 02.05.17 and 20.05.17 with Prof. Baldev Setia, Charged Officer and Sh. G.R. Samantaray, Presenting Officer. During the first meeting Prof. Baldev Setia was asked whether he needs any defence assistance. The Prof. Setia categorically stated that he will not require any assistance and he himself wanted to defend his case.

After three meetings as state above and on perusal of the records made available, I as an Enquiry Officer arrived to the conclusion as indicated against each charge.

S.No.	Charges framed by NIT Kurukshetra	Conclusion
1.	Prof. Baldev Setia, Professor, Civil Engineering Department, NIT, Kurukshetra while holding a responsibility of Expert Member of Expert Visiting Committee nominated by AICTE has violated the General Conduct Rules 3(1) (i to iii) and (2) (i to iv) i.e. he has not nominated absolute integrity, devotion to duty and has done which is unbecoming of the Government Servant.	From the averments of the Prof. Baldev Setia stating that neither himself nor the committee took any measurement of the space shown to the visiting institution. Thus the very purpose of visiting team particularly having a Civil Engineering expert visited the institute to find out suitability and adequacy, defeated being a civil engineering professional as charge indicate that he failed in devotion of duty as otherwise there was no need for

S.No.	Charges framed by NIT Kurukshetra	Conclusion
		specialist/Senior professional in civil engineering subject to be associated with the visiting Committee. Any other official would suffice. Prof. Baldev Setia stated that he has not taken any measurement as it was not required as per the AICTE procedures. But some basis should have been there for the Committee to establish that the space shown to committee is meeting the standards/requirements indicated. Further, he represented the NIT Kurukshetra as a senior official and Civil Engineering expert it was bounden duty on him to establish that the space shown to the Committee meets the standard requirements. He otherwise should have availed the services of some junior officials like draftsmen, junior engineer to assist him or the committee in taking measurements. If he felt that he was a senior professional. Thus it is proved that he failed in devotion of duty. Thus, charge stand proved. However, the question of attending the duty not assigned to him by the NIT Kurukshetra will arise.

S.No.	Charges framed by NIT Kurukshetra	Conclusion
		Here Prof. Setia stated that he has taken leave duly approved by the Competent Authority for the purpose of associating with the visiting committee of the AICTE. Still he being a Prof. of reputed institution should have taken care action that should not bring down the reputation of NIT Kurukshetra. Had he not been in the position of professorship at the nationally reputed institution (NIT-K), perhaps he would not have been in the visiting committee too.
2.	Prof. Baldev Setia, Professor, Civil Engineering Department, NIT Kurukshetra in collusion with other members of the Expert Visiting Committee and members of Management of Panineeya Institute of Technology (PIT), Hyderabad on 25.06.2009. During the inspection, you in collusion with fellow members of the Expert Visiting Committee suppressed the fact regarding the shortfall of the plinth area.	It is proved that with the content in statement of Annexure I & II, the visiting committee which Prof. Setia a senior professional member was associated recommended to the AICTE for establishing an engineering college. However, it could not be established that Prof. Setia has shown any undue favour to the Panineeya Sanskrit Trust and its management. Incidentally as no evidence could be provided for personally favouring, charge not proved.

S.No.	Charges framed by NIT Kurukshetra	Conclusion
3.	Prof. Baldev Setia knowing fully well that the plinth area of the said Institute is less than the required plinth area as per AICTE norms, even then along with other members recommended for established the Engineering College.	Since Prof. Setia categorically agreed that they have not measured the area, it is very clear that the assessment has not been done in real terms on measurement and the committee recommendation is without any basis, thus the charges stand proved.
4.	That you, Prof. Baldev Setia knowing fully well that the plinth area of the said Institute is less than the required plinth area as per AICTE norms, even then along with other members recommended for establishing the Engineering College.	Since Prof. Baldev Setia stated that without measuring or with any basis for adequacy of the space along with other members of the committee recommended to AICTE to grant permission. Hence charge stands proved.
5.	That during the aforesaid work, you, Prof. Baldev Setia has failed to perform your official duty in true letter and spirit which is misconduct under the Conduct Rules of the Institute.	Prof. Baldev Setia associated with the visiting team constituted by the AICTE as a Professor in Civil Engineering. However though charges of lack of devotion to duty proved. But Prof. Baldev Setia is of the opinion that a per AICTE norms it was not necessary to measure the area. It is a common/ General Principle that without proof or basis, none can state and come to a conclusion for making any recommendation. Hence element of misconduct prevailed.

With the above it is clear that more or less charges stand proved. However, as stated by the Charged Officer that it was not the duty of the visiting team to measure as per the AICTE requirement. It is not clear that it is feasible, if that be the case, where is the need for the experts in the Visiting Committee? This aspect may be ascertained from AICTE before a final decision is taken. Further, another important aspect Prof. Baldev Setia brought into is that the organisation proposed to establish Engineering Institution has not shown the documents/deeds to the Committee.

Here Prof. Baldev Setia is reasonably right as some (Visitor) stranger visits, he tends to believe that the space shown is correct. Generally demanding for proving the ownership documents of the space, will be difficult for the stranger visiting. This part of activity should have been attended to by the AICTE as AICTE organised the visit also should have to own the major responsibility in this failure. Prof. Baldev Setia is in his rights to state that AICTE also got a complaint within the reasonable time and they have not acted right in time, had it been so, the entire issue would not have arised. Thus, certainly it is established that documents/drawings of the buildings/space have been verified by the team. it is clear that the team visited the space shown to them and certified and recommended for granting permission. For this also major part of responsibility remains with AICTE officials as they are in possession of all details, documents along with the application. Generally, visiting committee will have a limited time.

Thus though Dr. Baldev Setia as a member of the visiting team failed in devotion to duty, he is only one the member in the visiting team. The committee as a group committed lapses in Unison and not Prof. Baldev Setia alone, his lapses be considered with a lenient view, more particularly his experience/participation in many such committee's visits and this visit alone only resulted in lapses and also he regretted for his unintentional mistake, if any.

5/8/17

Dr. P. Bapaiah
Inquiry Officer

Encl.: 1. Enquiry Proceeding dated 20.05.17 (1 Page)
2. Enquiry Proceeding dated 20.05.17 (2 Pages)
3. Annexure I & II

Office of the Enquiry Officer Dr. P. Bapaiah. Registrar, IISER Mohali

Dated: 20.05.2017

Proceedings of the Enquiry committee meeting held on 20.05.2017 at 11.30 a.m. at the office of Registrar, IISER Mohali, Administrative Block, IISER Mohali.

Present:

1. Professor Baldev Setia. Professor, Civil Engineering Department. NIT Kurukshetra.
2. Shri G. R. Samantaray. Deputy Registrar, NIT, Kurukshetra.
3. Dr. P. Bapaiah. Registrar, IISER Mohali. Enquiry Officer

In the beginning of the meeting, discussions that took place on 02.05.2017 (meeting at IISER Mohali) have been recapitulated.

The Enquiry Officer asked Professor Baldev Setia about the leave that he had taken during his expert team visit.

In reply to the allegation on point no. 2, on the charge of bringing disrepute to the NIT Kurukshetra, Professor Baldev Setia states that he had participated in the Expert Committee Visit in all earnestness as a Professor of the Institute, duly taking leave from the Institute and clearly stating the purpose for availing the leave. Thus, there is no purpose or intention of abusing the position or bringing disrespute to the Institute.

Professor Setia further stated that the Organisers of the visit. i.e. AICTE as well as the Institute which the team had visited, had not acted in a genuine manner as required of them as per the statutory regulations and the laid down procedure, and thus I became a victim in this issue. Many such visits that I have participated in, before and after this particular visit in a fair and unbiased manner, are a testimony to this.

Hence, erroneously or unknowingly, if my action has caused even the slightest of disrespect to my Institute, I regret it.

Baldev Setia
20.05.2017

G. R. Samantaray 20/05/17

P. Bapaiah 20/5/17

Office of the Enquiry Officer Dr. P. Bapaiah, Registrar, IISER Mohali

Dated 02.05.2017

Proceedings of the Enquiry committee meeting held on 02.05.2017 at 3.30 p.m. at the office of Registrar, IISER Mohali, Administrative Block, IISER Mohali.

Present:

1. Professor Baldev Setia, Professor, Civil Engineering Department, NIT Kurukshetra.
2. Shri G R. Samantaray, Deputy Registrar, NIT Kurukshetra.
3. Dr. P. Bapaiah, Registrar, IISER Mohali, Enquiry Officer

In the beginning of the meeting, discussions that took place on 13.2.2017 (meeting at NIT Kurukshetra) have been recapitulated as indicated below.

1. Professor Baldev Setia was asked whether he needed any assistance to defend him. Professor Baldev Setia had informed that he was not in need of it and stated that he could defend himself. However, Professor Setia stated that he had requested for the C.D. filmed during the visit on 25.06.2009 and CBI report, earlier may be provided
2. When enquired about the measurements of the space at the Institution visited before recommending, Professor Setia categorically stated that no measurements had been taken and it is not needed as per the procedure prescribed by the AICTE.
3. Professor Setia also stated that the Regional Office of the AICTE should have completed all the preliminary requirements as they are having the files, papers, documents etc.

The Enquiry Officer asked Professor Baldev Setia about the statement of imputation of mis-conduct at point no. 2. In reply to the allegations on point no. 2, Professor Setia told that there was no shortfall in the plinth area. Professor Setia explained that the space shown to the committee was adequate and the same was recorded in the C.D. as well. Professor Setia also mentioned that the visiting experts committee members are not provided the Documents, Files concerning the Society/Trust Registration, Land , Building Plan. Financial Status Documents at the time of deputing them by the Approval Bureau/ Regional Office. Therefore, the expert committee can not verify and certify these issues at the time of visit of the expert committee. This is as per the Clause 15 of the procedure laid down in the AICTE guidelines for granting the approval by the expert committee for recommendation. According to Professor Setia, Scrutiny Committee at Regional Office and the Hearing Committee at AICTE headquarters have already examined the documents in original concerning the Society/Trust Registration, Land, Building Plan, Financial Status and

02.05.17

the same are accepted by the Chairman AICTE, being the Final Authority and Letter of Intent (LOI) was issued on the basis of the documents prior to visit of the Expert Committee.

As per Professor Setia's stated that in the procedure laid down for granting permission for approval: expert committee is to find about the adequacy and suitability of the space shown in the proposed Institute and the same was followed by the expert committee Therefore, the Expert Committee role is only recommendatory.

Further Professor Setia stated that AICTE, Regional Office in its letter dated 11.08.2009 had itself indicated that the Institute had shown one CBSE School and B.Ed. College to the Visiting Committee for obtaining the approval from the AICTE. Thus, AICTE itself has accepted that the building shown to the visiting committee is different to the proposed engineering college. Thus on receipt of the complaint AICTE should have rejected or further stopped the processing of the request instead of further processing it for according approval Since the visiting committee recommendations are advisory in nature, the Competent Authorities at different stages in AICTE should have looked into the veracity of the complaint and accordingly, the request should have been rejected and thus Panineeya Institute of Technology (PIT Hyderabad) should not have been given permission. Professor Setia further stated that the committee was satisfied with the area shown for the operations of the proposed Engineering College. Accordingly, the recommendations had been made. The committee was not aware of the complaint and any further processes at AICTE, New Delhi.

For a question as to that why expert committee had not measured the area carefully; as stated earlier, Professor Setia reiterated that the Expert Committee had not measured the space as that was neither the mandate nor the practice. The expert committee comprising of Senior Level professionals and expecting them to take measurement is beyond comprehension. Thus, it is clear that the actual area is not measured but it is stated that the actual area is found to be adequate for the proposed operations of the proposed Institute.

Professor Setia stated that the report was jointly prepared but it was handwritten by the Convenor AICTE. The minor totalling error in it was a clerical mistake and could not be attributed to the intentions of the members

Baldev Setia
12.05.2017

G. R. Samantaray

P. Bapaiah

Annexure-45.20(iii)

N.I.T. KURUKSHETRA
Diary No. 4483
Dated 23/05/18

To

May 09, 2018

Registrar Incharge
National Institute of Technology
Kurukshetra

Sub.: Representation on the minutes of Agenda Item No. 43.32 of the 43rd meeting and Agenda Item No. 44.02 of the 44th meeting of the Board of Governors

Ref.: Letter No. Estt - I/PF/2116 dated 26.04.2018, and

Letter No. Estt - I/PF/2117 dated 26.04.2018

Sir,

On the basis of minutes of the Agenda Item No. 43.32 of the 43rd meeting of the Board of Governors (BoG) of the Institute as per the letters cited above, I have been permitted to submit a written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules.

In pursuance of the same, please find attached herewith my representation for the kind consideration of the Disciplinary Authority.

D.A: 08 pages (Page 02 to 09) of representation

09.05.2018

(Dr. Baldev Setia)
Professor
Department of Civil Engineering
National Institute of Technology
Kurukshetra
(M) 9416220222
setia@nitkkr.ac.in
setia_b@rediffmail.com

15/05/18

SSG(Gen)

Subject: Representation on the minutes of Agenda Item No. 43.32 of the 43rd meeting and Agenda Item No. 44.02 of the 44th meeting of the Board of Governors

Reference: Letter No. Estt - I/PF/2116 dated 26.04.2018, and

Letter No. Estt - I/PF/2117 dated 26.04.2018

With profound regards I, Baldev Setia, Professor in the Department of Civil Engineering, want to submit that vide references on the subject cited above, I have been permitted to submit a written representation or submission to the Disciplinary Authority within fifteen days as per Section 15 of CCS (CCA) Rules. In pursuance of the same, please find attached herewith my representation for the kind consideration of the Disciplinary Authority. Before rebutting to the charges, I want to reiterate that I am in no way at fault and the allegations are misconceived and unfounded. Further, it is requested that my representation/submission as below may kindly be viewed in supplement to my answers and explanations provided at the time of replying to the charge sheet. I am submitting my representation on legal grounds and on the merits of the issue, which is as under:

A) Consideration of legal grounds:

1. The duty as member of Expert Visiting Committee (EVC) was assigned by the AICTE and thus, the act of visiting was not on behalf of NIT Kurukshetra. Therefore, there is no jurisdiction of the Institute to take cognizance on this account.

2. CBI categorically restricted use to its findings/documents for proceeding against me. But unfortunately no investigation / preliminary inquiry was made by NIT Kurukshetra and proceeded only on the basis of this very *not-to-be-cited-as-relied-upon* CBI report.

3. No documents/report was supplied to me to prepare my defence. It was denial of a fair opportunity required for natural justice as well as under rule 15 of CCS (CCA).

4. No evidence was allowed to be cross examined as no evidence was ever made to appear in the enquiry. The CD videographed during the visit was never made available to me. Thus, my right was denied.

5. Fairness of report by CBI was already under question as out of three members of visiting team two were let off without any reason and only one (myself) was recommended to be proceeded against, and that too without assigning any reason.

6. The rule suggests that inquiry officer should be sufficiently senior to the accused. But in my case it was not so. Required qualification of Registrar, IISER Mohali (Inquiry officer in my case) was a Master's degree while for a Professor (myself) was a PhD. By no means the Inquiry officer was senior to me. No such person can be allowed to conduct an Inquiry in such a case. The Inquiry is thus not tenable legally.

B) On Merits of the Issue:

Apart from legal infirmities in the whole process the Inquiry report is also based on surmises instead of facts.

1. It is not understood as to what records were made available to the inquiry office, but which were certainly not supplied to me. No inquiry can be said fair in the absence of supply of records/ documents to the accused. Unfair inquiry is not tenable.

2. In conclusion number 1, the Inquiry Officer has wrongly presumed that member EVC was required to measure the site physically. Further, as member EVC, myself was a civil engineer by incidence and not as a compulsion under some criteria of AICTE. Duties of EVC are amply clear and have been elaborated in my reply to the charge sheet, (Ref.: Regulations of AICTE (14.09.2006) approved by the Parliament and notified in the Gazette of India u/s 23(1) of the AICTE Act) which were "*to examine the preparedness of the institution to impart quality education as per the norms and standards and conditions prescribed by the Council from time to time*". As a member of EVC the documents regarding built up area, on the basis of which the applicant Institute got the LOI was visited and found as per the basic application. There was no mandate for any measurement even if by chance a member was a civil engineer. It is again surprising how integrity & devotion to duty are under question in such a situation. Still it is not understood as to what care should have been taken by me and which I did not take. Even the CBI failed to sustain the case, or else, it would have been in the court for trial.

3. In conclusion at number 3- again physical measurement of area has been made a basis which was not mandated in duties of EVC. Hence, the perception of inquiry office is basically wrong and so is the conclusion.

4. In conclusion at number 4- again physical measurement has been made the basis. The adequacy of the shown space, which was also videographed was recommended as a whole. There was no misconduct on my part.

The inquiry officer seems to have proceeded on his own perception of the Expert Committee Visit without appreciating that as per the AICTE Regulations u/s 23(1) of the AICTE Act, EVC is neither the only nor the most powerful committee in the approval process. The process also enshrines an Appellate Committee. It is on record that a complaint was received by South Central Regional Office (SCRO), AICTE, Hyderabad before issue of approval, i.e, Complaint was received on 26/06/2009 and approval to the institute was given on 30/06/2009. It was not at all in the knowledge of the Expert Committee members including myself. But SCRO chose to remain silent and kept sitting over the complaint just to ease out the approval to Institute or for reasons best known to that office. In fact, an appropriate action was required by SCRO at that stage and approval should have been denied. It is a question to be answered as to how fault of SCRO/AICTE can be utilized to punish members of Expert Committee. It is also illegal to punish one for the fault of the other.

I have explicitly detailed all this along with the supporting documents in my reply to the charge sheet dated Dec. 01, 2015.

Glaring lacuna in the episode is that NIT Kurukshetra never tried to find out the facts and domain of duties of EVC from AICTE, proceeded on the basis of flimsy documents supplied by CBI without conducting its own preliminary inquiry, based the charge sheet on documents from CBI, hid those documents from myself to deny fair opportunity of defence, made a junior officer an inquiry officer against the rules and never bothered to ascertain as to why two members of a collectively responsible team were let off and on what grounds.

Allow me to bring it the knowledge of the concerned authorities that the I have been a student of Regional Engineering College (REC) Kurukshetra during 1980 - 85 for B. Sc. (Engineering) Programme and was adjudged as the Best All Round Student of the Batch. Thereafter, I have been working at REC / NIT Kurukshetra since 1985 with an unblemished career as a teacher. The Institute has all faith in me which is proved by regular increments and time scale along with selections up to the post of professor. I had been entrusted with the responsibility of Dean (Academic) for a full term w.e.f. 01.08.2014. Prior to that I have been Head of the Civil Engineering Department, Prof.-In-charge (Academic and Senate Affairs) and have held a host of other responsible positions in the institute. Presently, I have been assigned the task of looking after the affairs of Indian Institute of Information Technology (IIIT) Sonepat as its Nodal Officer. While discharging my duties sincerely on such positions, I have represented the Institute in the MHRD, Admission and Counseling organizations and other NITs. Allow me to submit at this stage that during the last more than 32 years of my working in the Institute I have always performed my duty, big or small, very sincerely, diligently and with utmost devotion. In this regard, I am attaching my brief bio-data for your kind consideration.

Request:

In the light of illegality of allegations, my point wise detailed answers and explanation to the charges in the charge sheet, above rebuttal to the charges, and in the interest of justice, may I request the Disciplinary Authority to kindly drop the penalty levelled against me.

09.05.2018

(Baldev Setia)
Professor in Civil Engineering
National Institute of Technology
Kurukshetra - 136119
9416220222
setia@nitkkr.ac.in; setia_b@rediffmail.com

Bio-data (Salient Points)

Ref.: No. Letter No. Estt - I/PF/2117 dated 26.04.2018

Subject: Part of representation to the Disciplinary Authority

1. **Name:** BALDEV SETIA
2. **Father's name:** SHRI GOBIND LAL SETIA
3. **Address for communication:** PROFESSOR
DEPARTMENT OF CIVIL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA - 136119

4. **Educational qualifications**

S. No.	Qualification	Institute / University	Year	%age Marks / Grade
i.	Indian Certificate for Secondary Education (ICSE)	Yadavindra Public School Patiala	1978	68.40 **Best All Round Student**
ii.	Pre-University	Dyal Singh College Karnal / Kurukshetra University Kurukshetra	1980	82.30 **Eighth position in the University**
iii.	B.Sc. (Engg.) Civil Engineering	Regional Engineering College (Presently, NIT) Kurukshetra / KUK	1985	77.40 (Hons) **Best All Round Student**
iv.	M. Tech. (Hydraulics and Water Resources)	Regional Engineering College (Presently, NIT) Kurukshetra / KUK	1992	74.70 Thesis with Distinction
v.	Ph.D	Indian Institute of Technology Kanpur, Kanpur	1998	CGPA 8.55 in Coursework

Other Qualifications

S. No.	Qualification	Institute / University	Year	%age Marks
i.	Post Graduate Diploma in Environmental Education (PGDEE)	Kurukshetra University Kurukshetra	2007	60.50
ii.	Certificate Course in Urdu	Kurukshetra University Kurukshetra	1984	75.00
iii.	Bachelor of Law (LLB) (Evening)	Kurukshetra University Kurukshetra	2016	In progress

5. **Field / Area of Specialization:** Hydraulics and Water Resources; Fluvial Hydraulics

6. **List of employment**

Post Held		Institute / Organisation	Nature of Duties	From - To
Professor		Civil Engineering Department National Institute of Technology Kurukshetra	Academic, Research, Consultancy	25.02.2006 Till date
	Head	Civil Engineering Department National Institute of Technology Kurukshetra	Academic & Administrative	01.01.2009 30.04.2010
	Principal (On Lien)	Maharishi Markandeshwar Engg. College, Mullana (Ambala)	Academic & Administrative Executive Head	01.05.2010 27.04.2012
	Dean (Academic)	National Institute of Technology Kurukshetra	Academic and Senate Affairs	01.08 2014 31.07.2017
	Nodal Officer	Indian Institute of Information Technology Sonepat*	As per the directions of Mentor Director	09.09.2017 Till date
Asst. Professor		Civil Engineering Department National Institute of Technology Kurukshetra	Academic, Research, Consultancy	30.01.1996 26.02.2006
	Director (on deputation)	All India Council for Technical Education, New Delhi	Technical Education Management & Coordination	18.08.2003 10.05.2004
Lecturer		Civil Engineering Department National Institute of Technology Kurukshetra	Academic, Research, Consultancy	18.08.1985 29.01.1996

* NIT Kurukshetra is Mentor Institute to IIIT Sonepat

7. **General Information**

i. **No. of Patents**

Granted	**Three**
Under Examination	**One**
Filed and Published	May 2013

ii. **No. of Awards / Recognitions**

- **Awarded** the **G. M. Nawathe Award (2015)** for the best paper presented at any technical activity of Indian Society of Hydraulics (Paper presented during HYDRO 2015 at IIT Roorkee)
- **Awarded** the **G. M. Nawathe Award (2005)** for the best paper presented at any technical activity of Indian Society of Hydraulics (Paper presented during HYDRO 2005 at SIT Tumkur)
- Second Best Paper Award at International Conference on Water Harvesting, Storage and Conservation, IIT Kanpur, Nov. 23-25, 2009
- Awarded the Certificate of Merit (Second Best Paper) at the National Conference on Recent Advances in Hydraulics and Water Resources HYDRO 2000 by the Indian Society of Hydraulics (Paper presented during HYDRO 2000 at NIT Kurukshetra)

- Awarded the Govt of India MHRD opportunity for completing Ph.D under Quality Improvement Programme (QIP) at IIT Kanpur (1994 - 97)
- **Best All Round Student** of the Regional Engineering College Kurukshetra for the Batch of Engineering students of 1980
- **Yadavindra Gold Medal for the Best All Round Student** of the school (Yadavindra Public School, Patiala).

iii.	**No. of Ph.D. guided**	**Completed**	Three
		In progress	Three
iv.	**No. of Publications** (National and International)	Journals	21
		Conferences	129
v.	**No. of Books published & under publication**	01 (Editted)	(ISBN X - 81 - 902465)
vi.	**No. of Projects**	**Completed**	Two
	One (Self) and one (associated with, while at IIT Kanpur during QIP)		
vii.	**Consultation Projects**	About 30	
viii.	**International Conferences attended abroad**	Seven	
ix.	**Technical Lectures & Invited Talks Delivered:** (Includes key-note addresses, chief speaker)	More than 40	

x. **Conferences/ Seminars Organized**

- **Organising Secretary,** National Conference on Recent Advances in Hydraulics and Water Resources **HYDRO 2000**
- **Chairman,** National Conference on Recent Advances in Hydraulics and Water Resources **HYDRO 2010**
- **Chairman,** First National Specialty Conference on River Hydraulics, 2009
- **Chairman,** Second National Specialty Conference on River Hydraulics, 2012
- **Secretary General,** 1st Rashtreeya Yuva Vaigyanik Sammelan, 2008
- **Organizing Secretary,** National Workshop on Water Conservation Practices (Two)

xi. **Details of Memberships in societies**

- **Fellow** of Indian Society for Hydraulics **FISH**
- **Fellow** of the Indian Water Resources Society **FIWRS**
- **Fellow** of Institution of Engineers (India) **FIE (I)**
- **Member, Executive Committee,** Indian Society for Hydraulics (Twice for a 2-year term each)
- **Member, Executive Committee** for Indian Water Resources Society
- **Life Member** of Indian Society for Technical Education **ISTE**
- **Life Member** of Indian Council on Dams and Development **ICDAD**
- **Member** Society for Science & Environment, New Delhi
- **Member** Haryana Vigyan Bharati, Kurukshetra
- **Ganga Scientific Council, BHU, Varanasi, NICEE, ARPAN** etc.

xii. Member of Academic Bodies (Sallent)

- Member, Senate of NIT Kurukshetra
- Chairman/Member, DRC, DAC, Board of Studies, Doctoral Committee at NIT Kurukshetra
- Member, Doctoral Committee at NIT Kurukshetra
- Member, Board of Governors of the state run Ch. Devi Lal Govt. Polytechnic Education Society, Nathusari Chopta, Dist. Sirsa
- Member, Board of Studies (Kurukshetra University, Kurukshetra) 2000-2002
- Member Board of Studies (National Institute of Technology, Hamirpur) 2003-06
- Member, Faculty of Engineering and Technology, MDU Rohtak
- Member, Faculty of Engineering and Technology, GJU Hisar
- Member, Board of Studies, DCRUST, Murthal
- Member, BoS, BPS University Khanpur Kalan, Panipat
- Chairman, Faculty of Engineering and Technology, MMU Mullana (Ambala)
- Member, Board of Governors, Sidhivinayak Institute of Engg. and Technology, Jagadhari
- Member, BoS of MMU Sadhopur, Ambala, MRIU Faridabad, CDLU Sirsa
- Member, Advisory Board and Reviewer of Journal of Engineering and Technology
- Reviewer of International Journal of Engineering and Technology

xiii. Salient Administrative Assignments (During last four years)

- Dean (Academic)
- Nodal Officer (IIIT Sonepat)
- Coordinator of **Departmental Visiting Committee** (DVC) and **External Peer Review** (EPR) - Two activities of the Institute carried out under the directions of the MHRD, Govt of India
- As Dean (Academic) looked after the activities for National Board of Accreditation (NBA) of the Institute
- **Coordinator** for National Institutional Ranking Framework (NIRF) of the Institute
- Chairman/Member of a number of Academic Bodies / Selection Committees / Research Committees / Meeting, etc.
- **Coordinator for Counseling and admissions** for B. Tech (through JOSAA and CSAB), M. Tech. (through CCMT), MCA (through NIMCET) and MBA for the years 2015, 2016 and 2017. B. Tech. counseling for IIIT Kilaherd, Sonepat as well.

09.05.2018

(Baldev Setia)
Professor in Civil Engineering
National Institute of Technology
Kurukshetra - 136119
9416220222
setia@nitkkr.ac.in
setia_b@rediffmail.com

(18) Supply of a copy of day-to-day proceedings during the enquiry.— It has been suggested that a copy of the oral statements of witnesses recorded from day-to-day in a departmental enquiry should be furnished to the delinquent official by the Inquiry Officer at the close of the day's proceedings and before the delinquent official himself is called upon to make his own statement before the Inquiry Officer. The matter has been considered in detail and it has been decided that there should be no objection in supplying copies of the oral statements of witnesses recorded by the Inquiry Officer to the delinquent official, before calling him to make his own statements, if a specific request to this effect is made by the delinquent official before recording of oral statements starts.

[D.G., P. & T., Letter No. 20/26/25-Disc., dated the 17th September, 1966 and Para. 93, P. & T. Manual, Vol. III.]

If an accused officer fails to turn up at the enquiry or refuses to participate in the enquiry, a copy of the various pieces of oral or documentary evidence let in during the enquiry should be supplied to the accused officer.

[Para. 94, P. & T. Manual, Vol. III.]

ORAL ARGUMENTS / WRITTEN BRIEFS

(19) The Enquiring Authority should, after the completion of the production of evidences, hear the Presenting Officer, if any, appointed, and the delinquent official or permit them to file written briefs of their respective cases, if they so desire. In case they desire to be heard orally, the Presenting Officer will be required to present his case in the first instance. In case written briefs are obtained from them, the Presenting Officer should be required to submit his brief in the first instance and a copy of that brief should be supplied to the delinquent official before he is required to submit his brief.

[D.G., P. & T's Letter No. 153/14/78-Disc. II, dated the 30th November, 1978.]

15. Action on the inquiry report

(1) The Disciplinary Authority, if it is not itself the Inquiring Authority may, for reasons to be recorded by it in writing, remit the case to the Inquiring Authority for further inquiry and report and the Inquiring Authority shall thereupon proceed to hold the further inquiry according to the provisions of Rule 14, as far as may be.

[1] (2) The Disciplinary Authority shall forward or cause to be forwarded a copy of the report of the inquiry, if any, held by the Disciplinary Authority or where the Disciplinary Authority is not the Inquiring Authority, a copy of the report of the Inquiring Authority together with its own tentative reasons for disagreement, if any, with the findings of Inquiring Authority on any article of charge to the Government servant who shall be required to submit, if he so desires, his written representation or submission to the Disciplinary Authority

1. Sub-rules (1-A), (1-B) and (2) substituted by Rules (2) and (2-A), *vide* G.I., Dept of Per. & Trg., Notification F. No. 11012/20/1998-Estt. (A), dated the 21st August, 2000 published as GSR No. 337 in the Gazette of India, dated the 2nd September, 2000.

within fifteen days, irrespective of whether the report is favourable or not to the Government servant.

(2-A) The Disciplinary Authority shall consider the representation, if any, submitted by the Government servant and record its findings before proceeding further in the matter as specified in sub-rules (3) and (4).]

(3) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in Clauses (*i*) to (*iv*) of Rule 11 should be imposed on the Government servant, it shall, notwithstanding anything contained in Rule 16, make an order imposing such penalty:

Provided that in every case where it is necessary to consult the Commission, the record of the inquiry shall be forwarded by the Disciplinary Authority to the Commission for its advice and such advice shall be taken into consideration before making any order imposing any penalty on the Government servant.

[1](4) If the Disciplinary Authority having regard to its findings on all or any of the articles of charge and on the basis of the evidence adduced during the inquiry is of the opinion that any of the penalties specified in Clauses (*v*) to (*ix*) of Rule 11 should be imposed on the Government servant, it shall make an order imposing such penalty and it shall not be necessary to give the Government servant any opportunity of making representation on the penalty proposed to be imposed:

Provided that in every case where it is necessary to consult the Commission, the record of the inquiry shall be forwarded by the Disciplinary Authority to the Commission for its advice and such advice shall be taken into consideration before making an order imposing any such penalty on the Government servant.

GOVERNMENT OF INDIA'S DECISIONS

(1) Self-contained, speaking and reasoned order to be passed and to issue over signature of prescribed Disciplinary / Appellate / Reviewing Authority. — As is well known and settled by Courts, disciplinary proceedings, against employees conducted under the provisions of CCS (CCA) Rules, 1965, or under any other corresponding rules, are quasi-judicial in nature and as such, it is necessary that orders in such proceedings are issued only by the Competent Authorities who have been specified as Disciplinary / Appellate / Reviewing Authorities under the relevant rules and the orders issued by such authorities should have the attribute of a judicial order. The Supreme Court, in the case of *Mahavir Prasad* v. *State of U.P.* (AIR 1970 SC 1302) observed that recording of reasons in support of a decision by a quasi-judicial authority is obligatory as it ensures that the decision is reached according to law and is not a result of

1. G.I., M.H.A., (D.P. & A.R.), Notification No. 11012/2/77-Estt. (A), dated the 16th August, 1978, published as S.O. No. 2465 in the Gazette of India, dated the 2nd September, 1978.

BoG 45.21 To note the Gazette notification of the Rights of Persons with Disabilities Act, 2016.

The Government of India, Ministry of Human Resource Development, Department of Higher Education, New Delhi vide letter F.No.12-1/2017-TC dated 15th February, 2017 had forwarded a copy of Office Memorandum F.No.11-4/2017-SC/ST dated 30th January, 2017 alongwith Office Memorandum No.16-08/2015-DD III dated 06.01.2017 of Department of Empowerment of Persons with Disabilities and Gazette Notification of the Rights of Persons with Disabilities Act, 2016 notified on 28th December, 2016. As per the Office Memorandum dated 06.01.2017, the said Act gives effect to the provisions of the United Nations Convention for the Right of Persons with Disabilities (UNCROD) to which India is a signatory.

The above Act provides a number of Rights and Entitlements for the Persons with Disabilities as well as casts duties and responsibilities on the Central and State Governments to take measures in various sectors to achieve the inclusion and empowerment of persons with disabilities.

The relevant section for reservation in Higher Educational Institutions as mentioned in the Gazette notification of the Rights of Persons with Disabilities Act, 2016 is as under:

"CHAPTER VI

Special Provisions for Persons with Benchmark Disabilities

32(i) All Government Institutions of Higher education and other higher education institutions receiving aid from the Government shall reserve not less than five per cent seats for persons with benchmark disabilities.

(ii) The persons with benchmark disabilities shall be given an upper age relaxation of five years for admission in institutions of higher education."

Copies of letters dated 15th February, 2017, 30th January, 2017 and 06.01.2017 alongwith Gazette Notification dated 2812.2016 are enclosed as *Annexure - 45.21(i) from pages 172 to 209.*

The Board may note *the Gazette notification of the Rights of Persons with Disabilities Act, 2016.*

Annexure-45.21(i)

N.I.T. KURUKSHETRA
Dy. No. 217 Date 17/2/17

R	CPD	DAs	DAd	CVO	COE	C
E	M	EC	CS	PR	CII	Ma
Hu	C/c	NS	SW	PC	PB	EDC
PE	CCV	PT	PCI	PRO	LMC	L
GA	A	[illegible]	EO	IDS	FIS	PIC

F. No. 12-1/2017-TC
Government of India
Ministry of Human Resource Development
Department of Higher Education
Technical Section (Coordination)
******

Shastri Bhavan, New Delhi
Dated : 15 February, 2017

Subject: **Circulation of a copy of Gazette Notification of the rights of Persons with Disabilities Act, 2016.**

Please find herewith O.M. No. 11-4/2017-SC/ST dated 30.01.2017 from SC/ST Cell of this Ministry on the subject mentioned above

2. All Divisional Heads under the administrative control of AS(T) are requested take further necessary action.

Encl.: As above.

Sudesh 15/2/17
(Sudesh Budhiraja)
Section Officer (TC)

US(TS I)/US(TS II)/US(ICT)

Copy to :

1. All the CFTIs

Examine & put up for n.a., if any, ht. 26/2
01/03/17

IDR (G&BL)
01/03/17

SSG (Gen)
Gen-I for n/a pl.
01/3/17

F. No. 11-4/2017-SC/ST
Government of India
Ministry of Human Resource Development
Department of Higher Education
(SC/ST Cell)

Shastri Bhawan, New Delhi
Dated:- 30th January, 2017

OFFICE MEMORANDUM

Subject:- Circulation of a copy of Gazette Notification of the Rights of Persons with Disabilities Act, 2016.

The undersigned is directed to forward a copy of D/o Empowerment of Persons with Disabilities (D/o EPwDs)'s letter No. 16-08/2015-DD III dated 6.1.2017 **(Copy enclosed)** on the subject mentioned above, alongwith a copy of the Rights of Persons with Disabilities Act, 2016 notified on 28th December, 2016, and requested to go through various provisions of the Rights of Persons with Disabilities Act, 2016 and initiate necessary action with respect to the relevant sections concerning to D/o Higher Education.

Encl:- As above.

(Davinder Pal Singh)
Deputy Secretary (SC/ST)
Ph. No.- 011- 23381470

	D/o Higher Education		Copy also to Coordinating Officers of Bureaus
1	Addl. Secretary (TE) 169307	11	Ms. Malathi Narayanan, Dy. Secretary (TE) 169307(1)
2	Joint Secretary (Admin) 169307(2)	12	Shri T. K. Saha, Director (Admn) 169307(11)
3	Joint Secretary (HE) 169307(3)	13	Shri S. Shankar, Dy. Secretary (HE) 169307(12)
4	Joint Secretary (ICC) 169307(3)	14	Shri V. S. Yedla, Director (ICC) 169307(13)
5	Joint Secretary (CU&L) 169307(4)	15	Shri Surat Singh, Dy. Secretary (CU&L) 169307(14)
6	Joint Secretary (NITs & DL) 169307(5)	16	Shri P. Sasi Kumar, Dy. Secretary (NITs & DL) 169307(15)
7	Joint Secretary & FA 169307(6)	17	Shri Fazal Mahmood, Dy. Secretary 169307(16)
8	Joint Secretary (BP) 169307(7)	18	Shri Sandeep Jain, Dy. Secretary (BP) 169307(17)
9	EA (HE) 169307 (8)	19	Shri Davinder Pal Singh, Dy. Secretary (EA D) 169307(18)
10	DDG (Stat) 169307 (9)	20	Ms. Swapna Bhattacharya, Director (Stat) 169307(19)

Copy to:- 169307(20)

The Advisor, D/o School Education & Literacy, for information and taking appropriate action i.r.o D/o School Education & Literacy.

File No. 16-08/2015-DD III

Government of India

Ministry of Social Justice & Empowerment

Department of Empowerment of Persons with Disabilities (Divyangjan)

Pt Deendayal Antodaya Bhawan

Dated [illegible] January, 2017

167248

OFFICE MEMORANDUM

Subject: Circulation of a copy of Gazette Notification of the Rights of Persons with Disabilities Act, 2016- reg

The undersigned is directed to forward herewith a copy of the Rights of Persons with Disabilities Act, 2016 notified on 28th December, 2016 and t say that the said Act gives effect to the provisions of the United Nations Convention for the Rights of Persons with Disabilities (UNCRPD) to which India is a signatory. The above Act provides a number of Rights and Entitlements for the persons with disabilities as well as casts duties and responsibilities on the Central and State Governments to take measures in various sectors to achieve the inclusion and empowerment of persons with disabilities.

3. In order to bring the Rights of Persons with Disabilities Act, 2016 into force at an early date, this Department has initiated the process of setting up of various Committees and also for framing Rules.

4. In the meantime, all the Central Ministries/Departments may go through various provisions of the Rights of Persons with Disabilities Act, 2016 to acquaint themselves about its provisions and initiate necessary action with respect to the relevant sections concerning them.

5. Copy of the Rights of Persons with Disabilities Act can also be downloaded from our website:-
http://www.disabilityaffairs.gov.in/upload/uploadfiles/files/RPWD%20ACT%202016.pdf

Yours sincerely

Encl: As above

(K.V.S. Rao)
Director
Tel: 24369054

Secretaries of all Central Ministries/Departments

(2)

रजिस्ट्री सं० डी० एल०—(एन)04/0007/2003—16 REGISTERED NO. DL.—(N)04/0007/2003—16

भारत का राजपत्र
The Gazette of India

असाधारण
EXTRAORDINARY
भाग II — खण्ड 1
PART II — Section 1
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 59] नई दिल्ली, बुधवार, दिसम्बर 28, 2016/पौष 07, 1938 (शक)
No. 59] NEW DELHI, WEDNESDAY, DECEMBER 28, 2016/PAUSHA 07, 1938 (SAKA)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE
(Legislative Department)

New Delhi, the 28th December, 2016/Pausha 17, 1938 (Saka)

The following Act of Parliament received the assent of the President on the 27th December, 2016, and is hereby published for general information:—

THE RIGHTS OF PERSONS WITH DISABILITIES ACT, 2016

(No. 49 of 2016)

[*27th December, 2016*]

An Act to give effect to the United Nations Convention on the Rights of Persons with Disabilities and for matters connected therewith or incidental thereto.

WHEREAS the United Nations General Assembly adopted its Convention on the Rights of Persons with Disabilities on the 13th day of December, 2006;

AND WHEREAS the aforesaid Convention lays down the following principles for empowerment of persons with disabilities,—

(*a*) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons;

(*b*) non-discrimination;

(*c*) full and effective participation and inclusion in society;

(*d*) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity;

(*e*) equality of opportunity;

(*f*) accessibility;

(*g*) equality between men and women;

(*h*) respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identities;

AND WHEREAS India is a signatory to the said Convention;

AND WHEREAS India ratified the said Convention on the 1st day of October, 2007;

AND WHEREAS it is considered necessary to implement the Convention aforesaid.

BE it enacted by Parliament in the Sixty-seventh Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

Short title and commencement.

1. (*1*) This Act may be called the Rights of Persons with Disabilities Act, 2016.

(*2*) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

Definitions.

2. In this Act, unless the context otherwise requires,—

(*a*) "appellate authority" means an authority notified under sub-section (*3*) of section 14 or sub-section (*1*) of section 53 or designated under sub-section (*1*) of section 59, as the case may be;

(*b*) "appropriate Government" means,—

(*i*) in relation to the Central Government or any establishment wholly or substantially financed by that Government, or a Cantonment Board constituted under the Cantonments Act, 2006, the Central Government; 41 of 2006.

(*ii*) in relation to a State Government or any establishment, wholly or substantially financed by that Government, or any local authority, other than a Cantonment Board, the State Government.

(*c*) "barrier" means any factor including communicational, cultural, economic, environmental, institutional, political, social, attitudinal or structural factors which hampers the full and effective participation of persons with disabilities in society;

(*d*) "care-giver" means any person including parents and other family Members who with or without payment provides care, support or assistance to a person with disability;

(*e*) "certifying authority" means an authority designated under sub-section (*1*) of section 57;

(*f*) "communication" includes means and formats of communication, languages, display of text, Braille, tactile communication, signs, large print, accessible multimedia, written, audio, video, visual displays, sign language, plain-language, human-reader, augmentative and alternative modes and accessible information and communication technology;

(*g*) "competent authority" means an authority appointed under section 49;

(*h*) "discrimination" in relation to disability, means any distinction, exclusion, restriction on the basis of disability which is the purpose or effect of impairing or nullifying the recognition, enjoyment or exercise on an equal basis with others of all human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field and includes all forms of discrimination and denial of reasonable accommodation;

(i) "establishment" includes a Government establishment and private establishment;

(j) "Fund" means the National Fund constituted under section 86;

(k) "Government establishment" means a corporation established by or under a Central Act or State Act or an authority or a body owned or controlled or aided by the Government or a local authority or a Government company as defined in section 2 of the Companies Act, 2013 and includes a Department of the Government;

18 of 2013

(l) "high support" means an intensive support, physical, psychological and otherwise, which may be required by a person with benchmark disability for daily activities, to take independent and informed decision to access facilities and participating in all areas of life including education, employment, family and community life and treatment and therapy;

(m) "inclusive education" means a system of education wherein students with and without disability learn together and the system of teaching and learning is suitably adapted to meet the learning needs of different types of students with disabilities;

(n) "information and communication technology" includes all services and innovations relating to information and communication, including telecom services, web based services, electronic and print services, digital and virtual services;

(o) "institution" means an institution for the reception, care, protection, education, training, rehabilitation and any other activities for persons with disabilities;

(p) "local authority" means a Municipality or a Panchayat, as defined in clause (e) and clause (f) of article 243P of the Constitution; a Cantonment Board constituted under the Cantonments Act, 2006; and any other authority established under an Act of Parliament or a State Legislature to administer the civic affairs;

41 of 2006

(q) "notification" means a notification published in the Official Gazette and the expression "notify" or "notified" shall be construed accordingly;

(r) "person with benchmark disability" means a person with not less than forty per cent. of a specified disability where specified disability has not been defined in measurable terms and includes a person with disability where specified disability has been defined in measurable terms, as certified by the certifying authority;

(s) "person with disability" means a person with long term physical, mental, intellectual or sensory impairment which, in interaction with barriers, hinders his full and effective participation in society equally with others;

(t) "person with disability having high support needs" means a person with benchmark disability certified under clause (a) of sub-section (2) of section 58 who needs high support;

(u) "prescribed" means prescribed by rules made under this Act;

(v) "private establishment" means a company, firm, cooperative or other society, associations, trust, agency, institution, organisation, union, factory or such other establishment as the appropriate Government may, by notification, specify;

(w) "public building" means a Government or private building, used or accessed by the public at large, including a building used for educational or vocational purposes, workplace, commercial activities, public utilities, religious, cultural, leisure or recreational activities, medical or health services, law enforcement agencies, reformatories or judicial forms, railway stations or platforms, roadways bus stands or terminus, airports or waterways;

(x) "public facilities and services" includes all forms of delivery of services to the public at large, including housing, educational and vocational trainings, employment

and career advancement, shopping or marketing, religious, cultural, leisure or recreational, medical, health and rehabilitation, banking, finance and insurance, communication, postal and information, access to justice, public utilities, transportation,

(*y*) "reasonable accommodation" means necessary and appropriate modification and adjustments, without imposing a disproportionate or undue burden in a particular case, to ensure to persons with disabilities the enjoyment or exercise of rights equally with others;

(*z*) "registered organisation" means an association of persons with disabilities or a disabled person organisation, association of parents of persons with disabilities, association of persons with disabilities and family members, or a voluntary or non-governmental or charitable organisation or trust, society, or non-profit company working for the welfare of the persons with disabilities, duly registered under an Act of Parliament or a State Legislature;

(*za*) "rehabilitation" refers to a process aimed at enabling persons with disabilities to attain and maintain optimal, physical, sensory, intellectual, psychological environmental or social function levels;

(*zb*) "Special Employment Exchange" means any office or place established and maintained by the Government for the collection and furnishing of information, either by keeping of registers or otherwise, regarding—

(*i*) persons who seek to engage employees from amongst the persons with disabilities;

(*ii*) persons with benchmark disability who seek employment,

(*iii*) vacancies to which persons with benchmark disabilities seeking employment may be appointed;

(*zc*) "specified disability" means the disabilities as specified in the Schedule;

(*zd*) "transportation systems" includes road transport, rail transport, air transport, water transport, para transit systems for the last mile connectivity, road and street infrastructure, etc.;

(*ze*) "universal design" means the design of products, environments, programmes and services to be usable by all people to the greatest extent possible, without the need for adaptation or specialised design and shall apply to assistive devices including advanced technologies for particular group of persons with disabilities.

CHAPTER II

RIGHTS AND ENTITLEMENTS

Equality and non-discrimination.

3. (*1*) The appropriate Government shall ensure that the persons with disabilities enjoy the right to equality, life with dignity and respect for his or her integrity equally with others.

(*2*) The appropriate Government shall take steps to utilise the capacity of persons with disabilities by providing appropriate environment.

(*3*) No person with disability shall be discriminated on the ground of disability, unless it is shown that the impugned act or omission is a proportionate means of achieving a legitimate aim.

(*4*) No person shall be deprived of his or her personal liberty only on the ground of disability.

(*5*) The appropriate Government shall take necessary steps to ensure reasonable accommodation for persons with disabilities

4. (1) The appropriate Government and the local authorities shall take measures to ensure that the women and children with disabilities enjoy their rights equally with others. Women and children with disabilities.

(2) The appropriate Government and local authorities shall ensure that all children with disabilities shall have right on an equal basis to freely express their views on all matters affecting them and provide them appropriate support keeping in view their age and disability.".

5. (1) The persons with disabilities shall have the right to live in the community. Community life

(2) The appropriate Government shall endeavour that the persons with disabilities are, —

(a) not obliged to live in any particular living arrangement; and

(b) given access to a range of in-house, residential and other community support services, including personal assistance necessary to support living with due regard to age and gender.

6. (1) The appropriate Government shall take measures to protect persons with disabilities from being subjected to torture, cruel, inhuman or degrading treatment. Protection from cruelty and inhuman treatment.

(2) No person with disability shall be a subject of any research without,—

(i) his or her free and informed consent obtained through accessible modes, means and formats of communication; and

(ii) prior permission of a Committee for Research on Disability constituted in the prescribed manner for the purpose by the appropriate Government in which not less than half of the Members shall themselves be either persons with disabilities or Members of the registered organisation as defined under clause (z) of section 2.

7. (1) The appropriate Government shall take measures to protect persons with disabilities from all forms of abuse, violence and exploitation and to prevent the same, shall— Protection from abuse, violence and exploitation

(a) take cognizance of incidents of abuse, violence and exploitation and provide legal remedies available against such incidents;

(b) take steps for avoiding such incidents and prescribe the procedure for its reporting;

(c) take steps to rescue, protect and rehabilitate victims of such incidents; and

(d) create awareness and make available information among the public.

(2) Any person or registered organisation who or which has reason to believe that an act of abuse, violence or exploitation has been, or is being, or is likely to be committed against any person with disability, may give information about it to the Executive Magistrate within the local limits of whose jurisdiction such incidents occur.

(3) The Executive Magistrate on receipt of such information, shall take immediate steps to stop or prevent its occurrence, as the case may be, or pass such order as he deems fit for the protection of such person with disability including an order—

(a) to rescue the victim of such act, authorising the police or any organisation working for persons with disabilities to provide for the safe custody or rehabilitation of such person, or both, as the case may be;

(b) for providing protective custody to the person with disability, if such person so desires;

(c) to provide maintenance to such person with disability.

(4) Any police officer who receives a complaint or otherwise comes to know of abuse, violence or exploitation towards any person with disability shall inform the aggrieved person of—

(a) his or her right to apply for protection under sub-section (2) and the particulars of the Executive Magistrate having jurisdiction to provide assistance;

(b) the particulars of the nearest organisation or institution working for the rehabilitation of persons with disabilities;

(c) the right to free legal aid; and

(d) the right to file a complaint under the provisions of this Act or any other law dealing with such offence:

Provided that nothing in this section shall be construed in any manner as to relieve the police officer from his duty to proceed in accordance with law upon receipt of information as to the commission of a cognizable offence.

(5) If the Executive Magistrate finds that the alleged act or behaviour constitutes an offence under the Indian Penal Code, or under any other law for the time being in force, he may forward the complaint to that effect to the Judicial or Metropolitan Magistrate, as the case may be, having jurisdiction in the matter. 45 of 1860

Protection and safety.

8. (1) The persons with disabilities shall have equal protection and safety in situations of risk, armed conflict, humanitarian emergencies and natural disasters.

(2) The National Disaster Management Authority and the State Disaster Management Authority shall take appropriate measures to ensure inclusion of persons with disabilities in its disaster management activities as defined under clause (e) of section 2 of the Disaster Management Act, 2005 for the safety and protection of persons with disabilities. 53 of 2005.

(3) The District Disaster Management Authority constituted under section 25 of the Disaster Management Act, 2005 shall maintain record of details of persons with disabilities in the district and take suitable measures to inform such persons of any situations of risk so as to enhance disaster preparedness. 53 of 2005.

(4) The authorities engaged in reconstruction activities subsequent to any situation of risk, armed conflict or natural disasters shall undertake such activities, in consultation with the concerned State Commissioner, in accordance with the accessibility requirements of persons with disabilities.

Home and family.

9. (1) No child with disability shall be separated from his or her parents on the ground of disability except on an order of competent court, if required, in the best interest of the child.

(2) Where the parents are unable to take care of a child with disability, the competent court shall place such child with his or her near relations, and failing that within the community in a family setting or in exceptional cases in shelter home run by the appropriate Government or non-governmental organisation, as may be required.

Reproductive rights.

10. (1) The appropriate Government shall ensure that persons with disabilities have access to appropriate information regarding reproductive and family planning.

(2) No person with disability shall be subject to any medical procedure which leads to infertility without his or her free and informed consent.

Accessibility in voting.

11. The Election Commission of India and the State Election Commissions shall ensure that all polling stations are accessible to persons with disabilities and all materials related to the electoral process are easily understandable by and accessible to them.

Access to justice.

12. (1) The appropriate Government shall ensure that persons with disabilities are able to exercise the right to access any court, tribunal, authority, commission or any other body having judicial or quasi-judicial or investigative powers without discrimination on the basis of disability.

(2) The appropriate Government shall take steps to put in place suitable support measures for persons with disabilities specially those living outside family and those disabled requiring high support for exercising legal rights.

(3) The National Legal Services Authority and the State Legal Services Authorities constituted under the Legal Services Authorities Act, 1987 shall make provisions including reasonable accommodation to ensure that persons with disabilities have access to any scheme, programme, facility or service offered by them equally with others. 39 of 1987.

(4) The appropriate Government shall take steps to—

(a) ensure that all their public documents are in accessible formats;

(b) ensure that the filing departments, registry or any other office of records are supplied with necessary equipment to enable filing, storing and referring to the documents and evidence in accessible formats; and

(c) make available all necessary facilities and equipment to facilitate recording of testimonies, arguments or opinion given by persons with disabilities in their preferred language and means of communication.

Legal capacity.

13. (1) The appropriate Government shall ensure that the persons with disabilities have right, equally with others, to own or inherit property, movable or immovable, control their financial affairs and have access to bank loans, mortgages and other forms of financial credit.

(2) The appropriate Government shall ensure that the persons with disabilities enjoy legal capacity on an equal basis with others in all aspects of life and have the right to equal recognition everywhere as any other person before the law.

(3) When a conflict of interest arises between a person providing support and a person with disability in a particular financial, property or other economic transaction, then such supporting person shall abstain from providing support to the person with disability in that transaction:

Provided that there shall not be a presumption of conflict of interest just on the basis that the supporting person is related to the person with disability by blood, affinity or adoption.

(4) A person with disability may alter, modify or dismantle any support arrangement and seek the support of another:

Provided that such alteration, modification or dismantling shall be prospective in nature and shall not nullify any third party transaction entered into by the person with disability with the aforesaid support arrangement.

(5) Any person providing support to the person with disability shall not exercise undue influence and shall respect his or her autonomy, dignity and privacy.

Provision for guardianship

14. (1) Notwithstanding anything contained in any other law for the time being in force, on and from the date of commencement of this Act, where a district court or any designated authority, as notified by the State Government, finds that a person with disability, who had been provided adequate and appropriate support but is unable to take legally binding decisions, may be provided further support of a limited guardian to take legally binding decisions on his behalf in consultation with such person, in such manner, as may be prescribed by the State Government:

Provided that the District Court or the designated authority, as the case may be, may grant total support to the person with disability requiring such support or where the limited guardianship is to be granted repeatedly, in which case, the decision regarding the support to be provided shall be reviewed by the Court or the designated authority, as the case may be, to determine the nature and manner of support to be provided.

Explanation.—For the purposes of this sub-section, "limited guardianship" means a system of joint decision which operates on mutual understanding and trust between the guardian and the person with disability, which shall be limited in a specific period and for specific decision and situation and shall operate in accordance to the will of the person with disability.

(2) On and from the date of commencement of this Act, every guardian appointed under any provision of any other law for the time being in force, for a person with disability shall be deemed to function as a limited guardian.

(3) Any person with disability aggrieved by the decision of the designated authority appointing a legal guardian may prefer an appeal to such appellate authority, as may be notified by the State Government for the purpose.

Designation of authorities to support

15. (1) The appropriate Government shall designate one or more authorities to mobilise the community and create social awareness to support persons with disabilities in exercise of their legal capacity.

(2) The authority designated under sub-section (1) shall take measures for setting up suitable support arrangements to exercise legal capacity by persons with disabilities living in institutions and those with high support needs and any other measures as may be required.

CHAPTER III

EDUCATION

Duty of educational institutions.

16. The appropriate Government and the local authorities shall endeavour that all educational institutions funded or recognised by them provide inclusive education to the children with disabilities and towards that end shall—

(i) admit them without discrimination and provide education and opportunities for sports and recreation activities equally with others;

(ii) make building, campus and various facilities accessible;

(iii) provide reasonable accommodation according to the individual's requirements;

(iv) provide necessary support individualised or otherwise in environments that maximise academic and social development consistent with the goal of full inclusion;

(v) ensure that the education to persons who are blind or deaf or both is imparted in the most appropriate languages and modes and means of communication;

(vi) detect specific learning disabilities in children at the earliest and take suitable pedagogical and other measures to overcome them;

(vii) monitor participation, progress in terms of attainment levels and completion of education in respect of every student with disability;

(viii) provide transportation facilities to the children with disabilities and also the attendant of the children with disabilities having high support needs.

Specific measures to promote and facilitate inclusive education.

17. The appropriate Government and the local authorities shall take the following measures for the purpose of section 16, namely:—

(a) to conduct survey of school going children in every five years for identifying children with disabilities, ascertaining their special needs and the extent to which these are being met:

Provided that the first survey shall be conducted within a period of two years from the date of commencement of this Act;

(b) to establish adequate number of teacher training institutions;

(c) to train and employ teachers, including teachers with disability who are qualified in sign language and Braille and also teachers who are trained in teaching children with intellectual disability;

(d) to train professionals and staff to support inclusive education at all levels of school education;

(*e*) to establish adequate number of resource centres to support educational institutions at all levels of school education;

(*f*) to promote the use of appropriate augmentative and alternative modes including means and formats of communication, Braille and sign language to supplement the use of one's own speech to fulfill the daily communication needs of persons with speech, communication or language disabilities and enables them to participate and contribute to their community and society;

(*g*) to provide books, other learning materials and appropriate assistive devices to students with benchmark disabilities free of cost up to the age of eighteen years;

(*h*) to provide scholarships in appropriate cases to students with benchmark disability;

(*i*) to make suitable modifications in the curriculum and examination system to meet the needs of students with disabilities such as extra time for completion of examination paper, facility of scribe or amanuensis, exemption from second and third language courses;

(*j*) to promote research to improve learning; and

(*k*) any other measures, as may be required.

18. The appropriate Government and the local authorities shall take measures to promote, protect and ensure participation of persons with disabilities in adult education and continuing education programmes equally with others. Adult education.

CHAPTER IV

SKILL DEVELOPMENT AND EMPLOYMENT

19. (*1*) The appropriate Government shall formulate schemes and programmes including provision of loans at concessional rates to facilitate and support employment of persons with disabilities especially for their vocational training and self-employment. Vocational training and self-employment.

(*2*) The schemes and programmes referred to in sub-section (*1*) shall provide for—

(*a*) inclusion of person with disability in all mainstream formal and non-formal vocational and skill training schemes and programmes;

(*b*) to ensure that a person with disability has adequate support and facilities to avail specific training;

(*c*) exclusive skill training programmes for persons with disabilities with active links with the market, for those with developmental, intellectual, multiple disabilities and autism;

(*d*) loans at concessional rates including that of microcredit;

(*e*) marketing the products made by persons with disabilities; and

(*f*) maintenance of disaggregated data on the progress made in the skill training and self-employment, including persons with disabilities.

20. (*1*) No Government establishment shall discriminate against any person with disability in any matter relating to employment: Non-discrimination in employment.

Provided that the appropriate Government may, having regard to the type of work carried on in any establishment, by notification and subject to such conditions, if any, exempt any establishment from the provisions of this section.

(*2*) Every Government establishment shall provide reasonable accommodation and appropriate barrier free and conducive environment to employees with disability.

(*3*) No promotion shall be denied to a person merely on the ground of disability.

(*4*) No Government establishment shall dispense with or reduce in rank, an employee who acquires a disability during his or her service:

Provided that, if an employee after acquiring disability is not suitable for the post he was holding, shall be shifted to some other post with the same pay scale and service benefits:

Provided further that if it is not possible to adjust the employee against any post, he may be kept on a supernumerary post until a suitable post is available or he attains the age of superannuation, whichever is earlier.

(3) The appropriate Government may frame policies for posting and transfer of employees with disabilities.

Equal opportunity policy.

21. (1) Every establishment shall notify equal opportunity policy detailing measures proposed to be taken by it in pursuance of the provisions of this Chapter in the manner as may be prescribed by the Central Government.

(2) Every establishment shall register a copy of the said policy with the Chief Commissioner or the State Commissioner, as the case may be.

Maintenance of records.

22. (1) Every establishment shall maintain records of the persons with disabilities in relation to the matter of employment, facilities provided and other necessary information in compliance with the provisions of this Chapter in such form and manner as may be prescribed by the Central Government.

(2) Every employment exchange shall maintain records of persons with disabilities seeking employment.

(3) The records maintained under sub-section (1) shall be open to inspection at all reasonable hours by such persons as may be authorised in their behalf by the appropriate Government.

Appointment of Grievance Redressal Officer.

23. (1) Every Government establishment shall appoint a Grievance Redressal Officer for the purpose of section 19 and shall inform the Chief Commissioner or the State Commissioner, as the case may be, about the appointment of such officer.

(2) Any person aggrieved with the non-compliance of the provisions of section 20, may file a complaint with the Grievance Redressal Officer, who shall investigate it and shall take up the matter with the establishment for corrective action.

(3) The Grievance Redressal Officer shall maintain a register of complaints in the manner as may be prescribed by the Central Government, and every complaint shall be inquired within two weeks of its registration.

(4) If the aggrieved person is not satisfied with the action taken on his or her complaint, he or she may approach the District-Level Committee on disability.

CHAPTER V

SOCIAL SECURITY, HEALTH, REHABILITATION AND RECREATION

Social security.

24. (1) The appropriate Government shall within the limit of its economic capacity and development formulate necessary schemes and programmes to safeguard and promote the right of persons with disabilities for adequate standard of living to enable them to live independently or in the community:

Provided that the quantum of assistance to the persons with disabilities under such schemes and programmes shall be at least twenty-five per cent. higher than the similar schemes applicable to others.

(2) The appropriate Government while devising these schemes and programmes shall give due consideration to the diversity of disability, gender, age, and socio-economic status.

(3) The schemes under sub-section (1) shall provide for,—

(a) community centres with good living conditions in terms of safety, sanitation, health care and counselling;

(b) facilities for persons including children with disabilities who have no family or have been abandoned, or are without shelter or livelihood;

(c) support during natural or man-made disasters and in areas of conflict;

(*d*) support to women with disability for livelihood and for upbringing of their children;

(*e*) access to safe drinking water and appropriate and accessible sanitation facilities especially in urban slums and rural areas;

(*f*) provisions of aids and appliances, medicine and diagnostic services and corrective surgery free of cost to persons with disabilities with such income ceiling as may be notified;

(*g*) disability pension to persons with disabilities subject to such income ceiling as may be notified;

(*h*) unemployment allowance to persons with disabilities registered with Special Employment Exchange for more than two years and who could not be placed in any gainful occupation;

(*i*) care-giver allowance to persons with disabilities with high support needs;

(*j*) comprehensive insurance scheme for persons with disability, not covered under the Employees State Insurance Schemes, or any other statutory or Government-sponsored insurance schemes;

(*k*) any other matter which the appropriate Government may think fit.

Healthcare.

25. (*1*) The appropriate Government and the local authorities shall take necessary measures for the persons with disabilities to provide,—

(*a*) free healthcare in the vicinity specially in rural area subject to such family income as may be notified;

(*b*) barrier-free access in all parts of Government and private hospitals and other healthcare institutions and centres;

(*c*) priority in attendance and treatment.

(*2*) The appropriate Government and the local authorities shall take measures and make schemes or programmes to promote healthcare and prevent the occurrence of disabilities and for the said purpose shall—

(*a*) undertake or cause to be undertaken surveys, investigations and research concerning the cause of occurrence of disabilities;

(*b*) promote various methods for preventing disabilities;

(*c*) screen all the children at least once in a year for the purpose of identifying "at-risk" cases;

(*d*) provide facilities for training to the staff at the primary health centres;

(*e*) sponsor or cause to be sponsored awareness campaigns and disseminate or cause to be disseminated information for general hygiene, health and sanitation;

(*f*) take measures for pre-natal, perinatal and post-natal care of mother and child;

(*g*) educate the public through the pre-schools, schools, primary health centres, village level workers and *anganwadi* workers;

(*h*) create awareness amongst the masses through television, radio and other mass media on the causes of disabilities and the preventive measures to be adopted;

(*i*) healthcare during the time of natural disasters and other situations of risk;

(*j*) essential medical facilities for life-saving emergency treatment and procedures; and

(*k*) sexual and reproductive healthcare especially for women with disability.

Insurance schemes.

26. The appropriate Government shall, by notification, make insurance schemes for their employees with disabilities.

Rehabilitation.

27. (*1*) The appropriate Government and the local authorities shall within their economic capacity and development, undertake or cause to be undertaken services and programmes of

rehabilitation, particularly in the areas of health, education and employment for all persons with disabilities.

(2) For the purposes of sub-section (1), the appropriate Government and the local authorities may grant financial assistance to non-Governmental Organisations.

(3) The appropriate Government and the local authorities, while formulating rehabilitation policies shall consult the non-Governmental Organisations working for the cause of persons with disabilities.

Research and development.

28. The appropriate Government shall initiate or cause to be initiated research and development through individuals and institutions on issues which shall enhance habilitation and rehabilitation and on such other issues which are necessary for the empowerment of persons with disabilities.

Culture and recreation.

29. The appropriate Government and the local authorities shall take measures to promote and protect the rights of all persons with disabilities to have a cultural life and to participate in recreational activities equally with others which include,—

(a) facilities, support and sponsorship to artists and writers with disability to pursue their interests and talents;

(b) establishment of a disability history museum which chronicles and interprets the historical experiences of persons with disabilities;

(c) making art accessible to persons with disabilities;

(d) promoting recreation centres, and other associational activities;

(e) facilitating participation in scouting, dancing, art classes, outdoor camps and adventure activities;

(f) redesigning courses in cultural and arts subjects to enable participation and access for persons with disabilities;

(g) developing technology, assistive devices and equipments to facilitate access and inclusion for persons with disabilities in recreational activities; and

(h) ensuring that persons with hearing impairment can have access to television programmes with sign language interpretation or sub-titles.

Sporting activities.

30. (1) The appropriate Government shall take measures to ensure effective participation in sporting activities of the persons with disabilities.

(2) The sports authorities shall accord due recognition to the right of persons with disabilities to participate in sports and shall make due provisions for the inclusion of persons with disabilities in their schemes and programmes for the promotion and development of sporting talents.

(3) Without prejudice to the provisions contained in sub-sections (1) and (2), the appropriate Government and the sports authorities shall take measures to,—

(a) restructure courses and programmes to ensure access, inclusion and participation of persons with disabilities in all sporting activities;

(b) redesign and support infrastructure facilities of all sporting activities for persons with disabilities;

(c) develop technology to enhance potential, talent, capacity and ability in sporting activities of all persons with disabilities;

(d) provide multi-sensory essentials and features in all sporting activities to ensure effective participation of all persons with disabilities;

(e) allocate funds for development of state of art sport facilities for training of persons with disabilities;

(f) promote and organise disability specific sporting events for persons with disabilities and also facilitate awards to the winners and other participants of such sporting events.

CHAPTER VI

SPECIAL PROVISIONS FOR PERSONS WITH BENCHMARK DISABILITIES

35 of 2009

Free education for children with benchmark disabilities.

31. (1) Notwithstanding anything contained in the Rights of Children to Free and Compulsory Education Act, 2009, every child with benchmark disability between the age of six to eighteen years shall have the right to free education in a neighbourhood school, or in a special school, of his choice.

(2) The appropriate Government and local authorities shall ensure that every child with benchmark disability has access to free education in an appropriate environment till he attains the age of eighteen years.

Reservation in higher educational institutions.

32. (1) All Government institutions of higher education and other higher education institutions receiving aid from the Government shall reserve not less than five per cent. seats for persons with benchmark disabilities.

(2) The persons with benchmark disabilities shall be given an upper age relaxation of five years for admission in institutions of higher education.

Identification of posts for reservation.

33. The appropriate Government shall —

(i) identify posts in the establishments which can be held by respective category of persons with benchmark disabilities in respect of the vacancies reserved in accordance with the provisions of section 34;

(ii) constitute an expert committee with representation of persons with benchmark disabilities for identification of such posts; and

(iii) undertake periodic review of the identified posts at an interval not exceeding three years.

Reservation.

34. (1) Every appropriate Government shall appoint in every Government establishment, not less than four per cent. of the total number of vacancies in the cadre strength in each group of posts meant to be filled with persons with benchmark disabilities of which, one per cent. each shall be reserved for persons with benchmark disabilities under clauses (a), (b) and (c) and one per cent. for persons with benchmark disabilities under clauses (d) and (e), namely:—

(a) blindness and low vision;

(b) deaf and hard of hearing;

(c) locomotor disability including cerebral palsy, leprosy cured, dwarfism, acid attack victims and muscular dystrophy;

(d) autism, intellectual disability, specific learning disability and mental illness;

(e) multiple disabilities from amongst persons under clauses (a) to (d) including deaf-blindness in the posts identified for each disabilities:

Provided that the reservation in promotion shall be in accordance with such instructions as are issued by the appropriate Government from time to time:

Provided further that the appropriate Government, in consultation with the Chief Commissioner or the State Commissioner, as the case may be, may, having regard to the type of work carried out in any Government establishment, by notification and subject to such conditions, if any, as may be specified in such notifications exempt any Government establishment from the provisions of this section.

(2) Where in any recruitment year any vacancy cannot be filled up due to non-availability of a suitable person with benchmark disability or for any other sufficient reasons, such vacancy shall be carried forward in the succeeding recruitment year and if in the succeeding recruitment year also suitable person with benchmark disability is not available, it may first be filled by interchange among the five categories and only when there is no person with disability available for the post in that year, the employer shall fill up the vacancy by appointment of a person, other than a person with disability:

Provided that if the nature of vacancies in an establishment is such that a given category of person cannot be employed, the vacancies may be interchanged among the five categories with the prior approval of the appropriate Government.

(3) The appropriate Government may, by notification, provide for such relaxation of upper age limit for employment of persons with benchmark disability, as it thinks fit.

Incentives to employers in private sector.

35. The appropriate Government and the local authorities shall, within the limit of their economic capacity and development, provide incentives to employer in private sector to ensure that at least five per cent. of their work force is composed of persons with benchmark disability.

Special employment exchange.

36. The appropriate Government may, by notification, require that from such date, the employer in every establishment shall furnish such information or return as may be prescribed by the Central Government in relation to vacancies appointed for persons with benchmark disability that have occurred or are about to occur in that establishment to such special employment exchange as may be notified by the Central Government and the establishment shall thereupon comply with such requisition.

Special schemes and development programmes

37. The appropriate Government and the local authorities shall, by notification, make schemes in favour of persons with benchmark disabilities, to provide,—

(a) five per cent. reservation in allotment of agricultural land and housing in all relevant schemes and development programmes, with appropriate priority to women with benchmark disabilities;

(b) five per cent. reservation in all poverty alleviation and various developmental schemes with priority to women with benchmark disabilities;

(c) five per cent. reservation in allotment of land on concessional rate, where such land is to be used for the purpose of promoting housing, shelter, setting up of occupation, business, enterprise, recreation centres and production centres.

CHAPTER VII

SPECIAL PROVISIONS FOR PERSONS WITH DISABILITIES WITH HIGH SUPPORT NEEDS

Special provisions for persons with disabilities with high support.

38. (1) Any person with benchmark disability, who considers himself to be in need of high support, or any person or organisation on his or her behalf, may apply to an authority, to be notified by the appropriate Government, requesting to provide high support.

(2) On receipt of an application under sub-section (1), the authority shall refer it to an Assessment Board consisting of such Members as may be prescribed by the Central Government.

(3) The Assessment Board shall assess the case referred to it under sub-section (2) in such manner as may be prescribed by the Central Government, and shall send a report to the authority certifying the need of high support and its nature

(4) On receipt of a report under sub-section (3), the authority shall take steps to provide support in accordance with the report and subject to relevant schemes and orders of the appropriate Government in this behalf.

CHAPTER VIII

DUTIES AND RESPONSIBILITIES OF APPROPRIATE GOVERNMENTS

Awareness campaigns.

39. (1) The appropriate Government, in consultation with the Chief Commissioner or the State Commissioner, as the case may be, shall conduct, encourage, support or promote awareness campaigns and sensitisation programmes to ensure that the rights of the persons with disabilities provided under this Act are protected.

(2) The programmes and campaigns specified under sub-section (1) shall also,—

(a) promote values of inclusion, tolerance, empathy and respect for diversity;

(b) advance recognition of the skills, merits and abilities of persons with disabilities and of their contribution to the workforce, labour market and professional fee;

(c) foster respect for the decisions made by persons with disabilities on all matters related to family life, relationships, bearing and raising children.

(d) provide orientation and sensitisation at the school, college, University and professional training level on the human condition of disability and the rights of persons with disabilities.

(e) provide orientation and sensitisation on disabling conditions and rights of persons with disabilities to employers, administrators and co-workers;

(f) ensure that the rights of persons with disabilities are included in the curriculum in Universities, colleges and schools.

Accessibility.

40. The Central Government shall, in consultation with the Chief Commissioner, formulate rules for persons with disabilities laying down the standards of accessibility for the physical environment, transportation, information and communications, including appropriate technologies and systems, and other facilities and services provided to the public in urban and rural areas.

Access to transport.

41. (1) The appropriate Government shall take suitable measures to provide, —

(a) facilities for persons with disabilities at bus stops, railway stations and airports conforming to the accessibility standards relating to parking spaces, toilets, ticketing counters and ticketing machines;

(b) access to all modes of transport that confirm the design standards, including retrofitting old modes of transport, wherever technically feasible and safe for persons with disabilities, economically viable and without entailing major structural changes in design;

(c) accessible roads to address mobility necessary for persons with disabilities.

(2) The appropriate Government shall develop schemes programmes to promote the personal mobility of persons with disabilities at affordable cost to provide for, —

(a) incentives and concessions;

(b) retrofitting of vehicles; and

(c) personal mobility assistance.

Access to information and communication technology.

42. The appropriate Government shall take measures to ensure that,—

(i) all contents available in audio, print and electronic media are in accessible format;

(ii) persons with disabilities have access to electronic media by providing audio description, sign language interpretation and close captioning;

(iii) electronic goods and equipment which are meant for every day use are available in universal design.

Consumer goods.

43. The appropriate Government shall take measures to promote development, production and distribution of universally designed consumer products and accessories for general use for persons with disabilities.

Mandatory observance of accessibility norms.

44. (1) No establishment shall be granted permission to build any structure if the building plan does not adhere to the rules formulated by the Central Government under section 40.

(2) No establishment shall be issued a certificate of occupation or allowed to take occupation of a building unless it has adhered to the rules formulated by the Central Government.

Time limit for making existing infrastructure and premises accessible and action for that purpose.

45. (1) All existing public buildings shall be made accessible in accordance with the rules formulated by the Central Government within a period not exceeding five years from the date of notification of such rules:

Provided that the Central Government may grant extension of time to the States on a case to case basis for adherence to this provision depending on their state of preparedness and other related parameters.

(2) The appropriate Government and the local authorities shall formulate and publish an action plan based on prioritisation, for providing accessibility in all their buildings and spaces providing essential services such as all primary health centres, civil hospitals, schools, railway stations and bus stops.

Time limit for accessibility by service providers.

46. The service providers whether Government or private shall provide services in accordance with the rules on accessibility formulated by the Central Government under section 40 within a period of two years from the date of notification of such rules:

Provided that the Central Government in consultation with the Chief Commissioner may grant extension of time for providing certain category of services in accordance with the said rules.

Human resource development.

47. (1) Without prejudice to any function and power of Rehabilitation Council of India constituted under the Rehabilitation Council of India Act, 1992, the appropriate Government shall endeavour to develop human resource for the purposes of this Act and to that end shall,— 34 of 1992.

(a) mandate training on disability rights in all courses for the training of Panchayati Raj Members, legislators, administrators, police officials, judges and lawyers;

(b) induct disability as a component for all education courses for schools, colleges and University teachers, doctors, nurses, para-medical personnel, social welfare officers, rural development officers, asha workers, anganwadi workers, engineers, architects, other professionals and community workers;

(c) initiate capacity building programmes including training in independent living and community relationships for families, members of community and other stakeholders and care providers on care giving and support;

(d) ensure independence training for persons with disabilities to build community relationships on mutual contribution and respect;

(e) conduct training programmes for sports teachers with focus on sports, games, adventure activities;

(f) any other capacity development measures as may be required.

(2) All Universities shall promote teaching and research in disability studies including establishment of study centres for such studies.

(3) In order to fulfil the obligation stated in sub-section (1), the appropriate Government shall in every five years undertake a need based analysis and formulate plans for the recruitment, induction, sensitisation, orientation and training of suitable personnel to undertake the various responsibilities under this Act.

Social audit.

48. The appropriate Government shall undertake social audit of all general schemes and programmes involving the persons with disabilities to ensure that the scheme and programmes do not have an adverse impact upon the persons with disabilities and meet the requirements and concerns of persons with disabilities.

CHAPTER IX

REGISTRATION OF INSTITUTIONS FOR PERSONS WITH DISABILITIES AND GRANTS TO SUCH INSTITUTIONS

Competent authority.

49. The State Government shall appoint an authority as it deems fit to be a competent authority for the purposes of this Chapter.

Registration.

50. Save as otherwise provided under this Act, no person shall establish or maintain any institution for persons with disabilities except in accordance with a certificate of registration issued in this behalf by the competent authority:

Provided that an institution for care of mentally ill persons, which holds a valid licence under section 8 of the Mental Health Act, 1987 or any other Act for the time being in force, shall not be required to be registered under this Act. 14 of 1987.

Application and grant of certificate of registration.

51. (1) Every application for a certificate of registration shall be made to the competent authority in such form and in such manner as may be prescribed by the State Government.

(2) On receipt of an application under sub-section (1), the competent authority shall make such enquiries as it may deem fit and on being satisfied that the applicant has complied with the requirements of this Act and the rules made thereunder, it shall grant a certificate of registration to the applicant within a period of ninety days of receipt of application and if not satisfied, the competent authority shall, by order, refuse to grant the certificate applied for:

Provided that before making any order refusing to grant a certificate, the competent authority shall give the applicant a reasonable opportunity of being heard and every order of refusal to grant a certificate shall be communicated to the applicant in writing.

(3) No certificate of registration shall be granted under sub-section (2) unless the institution with respect to which an application has been made is in a position to provide such facilities and meet such standards as may be prescribed by the State Government.

(4) The certificate of registration granted under sub-section (2),—

(a) shall, unless revoked under section 52 remain in force for such period as may be prescribed by the State Government,

(b) may be renewed from time to time for a like period; and

(c) shall be in such form and shall be subject to such conditions as may be prescribed by the State Government.

(5) An application for renewal of a certificate of registration shall be made not less than sixty days before the expiry of the period of validity.

(6) A copy of the certificate of registration shall be displayed by the institution in a conspicuous place.

(7) Every application made under sub-section (1) or sub-section (5) shall be disposed of by the competent authority within such period as may be prescribed by the State Government.

Revocation of registration.

52. (1) The competent authority may, if it has reason to believe that the holder of a certificate of registration granted under sub-section (2) of section 51 has,—

(a) made a statement in relation to any application for the issue or renewal of the certificate which is incorrect or false in material particulars; or

(b) committed or has caused to be committed any breach of rules or any conditions subject to which the certificate was granted,

it may, after making such inquiry, as it deems fit, by order, revoke the certificate:

Provided that no such order shall be made until an opportunity is given to the holder of the certificate to show cause as to why the certificate of registration shall not be revoked.

(2) Where a certificate of registration in respect of an institution has been revoked under sub-section (1), such institution shall cease to function from the date of such revocation:

Provided that where an appeal lies under section 53 against the order of revocation, such institution shall cease to function,—

(a) where no appeal has been preferred immediately on the expiry of the period prescribed for the filing of such appeal; or

(b) where such appeal has been preferred, but the order of revocation has been upheld, from the date of the order of appeal.

(3) On the revocation of a certificate of registration in respect of an institution, the competent authority may direct that any person with disability who is an inmate of such institution on the date of such revocation, shall be—

(a) restored to the custody of his or her parent, spouse or lawful guardian, as the case may be; or

(b) transferred to any other institution specified by the competent authority.

(4) Every institution which holds a certificate of registration which is revoked under this section shall, immediately after such revocation, surrender such certificate to the competent authority.

Appeal.

53. (1) Any person aggrieved by the order of the competent authority refusing to grant a certificate of registration or revoking a certificate of registration may, within such period as may be prescribed by the State Government, prefer an appeal to such appellate authority, as may be notified by the State Government against such refusal or revocation.

(2) The order of the appellate authority on such appeal shall be final.

Act not to apply to institutions established or maintained by Central or State Government.

54. Nothing contained in this Chapter shall apply to an institution for persons with disabilities established or maintained by the Central Government or a State Government.

Assistance to registered institutions.

55. The appropriate Government may within the limits of their economic capacity and development, grant financial assistance to registered institutions to provide services and to implement the schemes and programmes in pursuance of the provisions of this Act.

CHAPTER X

CERTIFICATION OF SPECIFIED DISABILITIES

Guidelines for assessment of specified disabilities.

56. The Central Government shall notify guidelines for the purpose of assessing the extent of specified disability in a person.

Designation of certifying authorities.

57. (1) The appropriate Government shall designate persons, having requisite qualifications and experience, as certifying authorities, who shall be competent to issue the certificate of disability.

(2) The appropriate Government shall also notify the jurisdiction within which and the terms and conditions subject to which, the certifying authority shall perform its certification functions.

Procedure for certification.

58. (1) Any person with specified disability, may apply, in such manner as may be prescribed by the Central Government, to a certifying authority having jurisdiction, for issuing of a certificate of disability.

(2) On receipt of an application under sub-section (1), the certifying authority shall assess the disability of the concerned person in accordance with relevant guidelines notified under section 56, and shall, after such assessment, as the case may be,—

(a) issue a certificate of disability to such person, in such form as may be prescribed by the Central Government;

(b) inform him in writing that he has no specified disability.

(3) The certificate of disability issued under this section shall be valid across the country.

Appeal against a decision of certifying authority.

59. (1) Any person aggrieved with decision of the certifying authority, may appeal against such decision, within such time and in such manner as may be prescribed by the State Government, to such appellate authority as the State Government may designate for the purpose.

(2) On receipt of an appeal, the appellate authority shall decide the appeal in such manner as may be prescribed by the State Government.

CHAPTER XI

CENTRAL AND STATE ADVISORY BOARDS ON DISABILITY AND DISTRICT LEVEL COMMITTEE

Constitution of Central Advisory Board on Disability.

60. (1) The Central Government shall, by notification, constitute a body to be known as the Central Advisory Board on Disability to exercise the powers conferred on, and to perform the functions assigned to it, under this Act.

(2) The Central Advisory Board shall consist of,—

(a) the Minister in charge of Department of Disability Affairs in the Central Government, Chairperson, *ex officio*;

(b) the Minister of State in charge dealing with Department of Disability Affairs in the Ministry in the Central Government, Vice Chairperson, *ex officio*;

(c) three Members of Parliament, of whom two shall be elected by Lok Sabha and one by the Rajya Sabha, Members, *ex officio*;

(d) the Ministers in charge of Disability Affairs of all States and Administrators or Lieutenant Governors of the Union territories, Members, *ex officio*;

(e) Secretaries to the Government of India in charge of the Ministries or Departments of Disability Affairs, Social Justice and Empowerment, School Education and Literacy, and Higher Education, Women and Child Development, Expenditure, Personnel and Training, Administrative Reforms and Public Grievances, Health and Family Welfare, Rural Development, Panchayati Raj, Industrial Policy and Promotion, Urban Development, Housing and Urban Poverty Alleviation, Science and Technology, Communications and Information Technology, Legal Affairs, Public Enterprises, Youth Affairs and Sports, Road Transport and Highways and Civil Aviation, Members, *ex officio*;

(f) Secretary, National Institute of Transforming India (NITI) Aayog, Member, *ex officio*;

(g) Chairperson, Rehabilitation Council of India, Member, *ex officio*;

(h) Chairperson, National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities, Member, *ex officio*;

(i) Chairman-cum-Managing Director, National Handicapped Finance Development Corporation, Member, *ex officio*;

(j) Chairman-cum-Managing Director, Artificial Limbs Manufacturing Corporation, Member, *ex officio*;

(k) Chairman, Railway Board, Member, *ex officio*;

(l) Director-General, Employment and Training, Ministry of Labour and Employment, Member, *ex officio*;

(m) Director, National Council for Educational Research and Training, Member, *ex officio*;

(n) Chairperson, National Council of Teacher Education, Member, *ex officio*;

(o) Chairperson, University Grants Commission, Member, *ex officio*;

(p) Chairperson, Medical Council of India, Member, *ex officio*;

(q) Directors of the following Institutes:—

(i) National Institute for the Visually Handicapped, Dehradun;

(ii) National Institute for the Mentally Handicapped, Secunderabad;

(iii) Pandit Deen Dayal Upadhyay Institute for the Physically Handicapped, New Delhi;

(iv) Ali Yavar Jung National Institute for the Hearing Handicapped, Mumbai;

(v) National Institute for the Orthopaedically Handicapped, Kolkata;

(vi) National Institute of Rehabilitation Training and Research, Cuttack;

(vii) National Institute for Empowerment of Persons with Multiple Disabilities, Chennai;

(viii) National Institute for Mental Health and Sciences, Bangalore;

(ix) Indian Sign Language Research and Training Centre, New Delhi, Members, *ex officio;*

(r) Members to be nominated by the Central Government,—

(i) five Members who are experts in the field of disability and rehabilitation;

(ii) ten Members, as far as practicable, being persons with disabilities, to represent non-Governmental Organisations concerned with disabilities or disabled persons organisations:

Provided that out of the ten Members nominated, at least, five Members shall be women and at least one person each shall be from the Scheduled Castes and the Scheduled Tribes;

(iii) up to three representatives of national level chambers of commerce and industry;

(s) Joint Secretary to the Government of India dealing with the subject of disability policy, Member-Secretary, *ex officio*.

Terms and conditions of Service of members.

61. (1) Save as otherwise provided under this Act, a Member of the Central Advisory Board nominated under clause (r) of sub-section (2) of section 60 shall hold office for a term of three years from the date of his nomination:

Provided that such a Member shall, notwithstanding the expiration of his term, continue to hold office until his successor enters upon his office.

(2) The Central Government may, if it thinks fit, remove any Member nominated under clause (r) of sub-section (2) of section 60, before the expiry of his term of office after giving him a reasonable opportunity of showing cause against the same.

(3) A Member nominated under clause (r) of sub-section (2) of section 60 may at any time resign his office by writing under his hand addressed to the Central Government and the seat of the said Member shall thereupon becomes vacant.

(4) A casual vacancy in the Central Advisory Board shall be filled by a fresh nomination and the person nominated to fill the vacancy shall hold office only for the remainder of the term for which the Member in whose place he was so nominated.

(5) A Member nominated under sub-clause (i) or sub-clause (iii) of clause (r) of sub-section (2) of section 60 shall be eligible for renomination.

(6) The Members nominated under sub-clause (i) and sub-clause (ii) of clause (r) of sub-section (2) of section 60 shall receive such allowances as may be prescribed by the Central Government.

Disqualifications

62. (1) No person shall be a Member of the Central Advisory Board, who —

(a) is, or at any time has been, adjudged insolvent or has suspended payment of his debts or has compounded with his creditors, or

(b) is of unsound mind and stands so declared by a competent court, or

(c) is, or has been, convicted of an offence which, in the opinion of the Central Government, involves moral turpitude, or

(d) is, or at any time has been, convicted of an offence under this Act, or

(e) has so abused his position in the opinion of the Central Government as a Member so as to render his continuance in the office is prejudicial interests of the general public.

(2) No order of removal shall be made by the Central Government under this section unless the Member concerned has been given a reasonable opportunity of showing cause against the same.

(3) Notwithstanding anything contained in sub-section (1) or sub-section (5) of section 61, a Member who has been removed under this section shall not be eligible for reconstitution as a Member.

Vacation of seats by Members.

63. If a Member of the Central Advisory Board becomes subject to any of the disqualifications specified in section 62, his seat shall become vacant.

Meetings of the Central Advisory Board on disability.

64. The Central Advisory Board shall meet at least once in every six months and shall observe such rules of procedure in regard to the transaction of business at its meetings as may be prescribed.

Functions of Central Advisory Board on disability.

65. (1) Subject to the provisions of this Act, the Central Advisory Board on disability shall be the national-level consultative and advisory body on disability matters, and shall facilitate the continuous evolution of a comprehensive policy for the empowerment of persons with disabilities and the full enjoyment of rights.

(2) In particular and without prejudice to the generality of the foregoing provisions, the Central Advisory Board on disability shall perform the following functions, namely:—

(a) advise the Central Government and the State Governments on policies, programmes, legislation and projects with respect to disability;

(b) develop a national policy to address issues concerning persons with disabilities;

(c) review and coordinate the activities of all Departments of the Government and other Governmental and non-Governmental Organisations which are dealing with matters relating to persons with disabilities;

(d) take up the cause of persons with disabilities with the concerned authorities and the international organisations with a view to provide for schemes and projects for the persons with disabilities in the national plans;

(e) recommend steps to ensure accessibility, reasonable accommodation, non-discrimination for persons with disabilities *vis-à-vis* information, services and the built environment and their participation in social life;

(f) monitor and evaluate the impact of laws, policies and programmes to achieve full participation of persons with disabilities; and

(g) such other functions as may be assigned from time to time by the Central Government.

State Advisory Board on disability.

66. (1) Every State Government shall, by notification, constitute a body to be known as the State Advisory Board on disability to exercise the powers conferred on, and to perform the function assigned to it, under this Act

(2) The State Advisory Board shall consist of—

(a) the Minister in charge of the Department in the State Government dealing with disability matters, Chairperson, *ex officio*.

(b) the Minister of State or the Deputy Minister in charge of the Department in the State Government dealing with disability matters, if any, Vice-Chairperson, *ex officio*;

(c) secretaries to the State Government in charge of the Departments of Disability Affairs, School Education, Literacy and Higher Education, Women and Child Development, Finance, Personnel and Training, Health and Family Welfare, Rural Development, Panchayati Raj, Industrial Policy and Promotion, Labour and Employment, Urban Development, Housing and Urban Poverty Alleviation, Science and Technology, Information Technology, Public Enterprises, Youth Affairs and Sports, Road Transport and any other Department, which the State Government considers necessary, Members, *ex officio*;

(d) three Members of the State Legislature of whom two shall be elected by the Legislative Assembly and one by the Legislative Council, if any, and where there is no Legislative Council, three Members shall be elected by the Legislative Assembly, Members, *ex officio*;

(*e*) Members to be nominated by the State Government:—

(*i*) five Members who are experts in the field of disability and rehabilitation;

(*ii*) five Members to be nominated by the State Government by rotation to represent the districts in such manner as may be prescribed:

Provided that no nomination under this sub-clause shall be made except on the recommendation of the district administration concerned;

(*iii*) ten persons as far as practicable, being persons with disabilities, to represent non-Governmental Organisations or associations which are concerned with disabilities:

Provided that out of the ten persons nominated under this clause, at least five shall be women and at least one person each shall be from the Scheduled Castes and the Scheduled Tribes;

(*iv*) not more than three representatives of the State Chamber of Commerce and Industry;

(*f*) officer not below the rank of Joint Secretary in the Department dealing with disability matters in the State Government, Member-Secretary, *ex officio*.

Terms and conditions of service of Members.

67. (*1*) Save as otherwise provided under this Act, a Member of the State Advisory Board nominated under clause (*e*) of sub-section (*2*) of section 66, shall hold office for a term of three years from the date of his nomination:

Provided that such a Member shall, notwithstanding the expiration of his term, continue to hold office until his successor enters upon his office.

(*2*) The State Government may, if it thinks fit, remove any Member nominated under clause (*e*) of sub-section (*2*) of section 66, before the expiry of his term of office after giving him a reasonable opportunity of showing cause against the same.

(*3*) A Member nominated under clause (*e*) of sub-section (*2*) of section 66 may at any time resign his office by writing under his hand addressed to the State Government and the seat of the said Member shall thereupon become vacant.

(*4*) A casual vacancy in the State Advisory Board shall be filled by a fresh nomination and the person nominated to fill the vacancy shall hold office only for the remainder of the term for which the Member in whose place he was so nominated.

(*5*) A Member nominated under sub-clause (*i*) or sub-clause (*iii*) of clause (*e*) of sub-section (*2*) of section 66 shall be eligible for remuneration.

(*6*) the Members nominated under sub-clause (*i*) and sub-clause (*ii*) of clause (*e*) of sub-section (*2*) of section 66 shall receive such allowances as may be prescribed by the State Government.

Disqualification.

68. (*1*) No person shall be a Member of the State Advisory Board, who—

(*a*) is, or at any time has been, adjudged insolvent or has suspended payment of his debts or has compounded with his creditors, or

(*b*) is of unsound mind and stands so declared by a competent court, or

(*c*) is, or has been, convicted of an offence which, in the opinion of the State Government, involves moral turpitude, or

(*d*) is, or at any time has been, convicted of an offence under this Act, or

(*e*) has so abused in the opinion of the State Government his position as a Member as to render his continuance in the State Advisory Board detrimental to the interests of the general public.

(*2*) No order of removal shall be made by the State Government under this section unless the Member concerned has been given a reasonable opportunity of showing cause against the same.

(3) Notwithstanding anything contained in sub-section (1) or sub-section (5) of section 67, a Member who has been removed under this section shall not be eligible for renomination as a Member.

Vacation of seats.

69. If a Member of the State Advisory Board becomes subject to any of the disqualifications specified in section 68 his seat shall become vacant.

Meetings of State Advisory Board on disability.

70. The State Advisory Board shall meet at least once in every six months and shall observe such rules of procedure in regard to the transaction of business at its meetings as may be prescribed by the State Government.

Functions of State Advisory Board on disability.

71. (1) Subject to the provisions of this Act, the State Advisory Board shall be the State-level consultative and advisory body on disability matters, and shall facilitate the continuous evolution of a comprehensive policy for the empowerment of persons with disabilities and the full enjoyment of rights.

(2) In particular and without prejudice to the generality of the foregoing provisions, the State Advisory Board on disability shall perform the following functions, namely:—

(a) advise the State Government on policies, programmes, legislation and projects with respect to disability;

(b) develop a State policy to address issues concerning persons with disabilities;

(c) review and coordinate the activities of all Departments of the State Government and other Governmental and non-Governmental Organisations in the State which are dealing with matters relating to persons with disabilities;

(d) take up the cause of persons with disabilities with the concerned authorities and the international organisations with a view to provide for schemes and projects for the persons with disabilities in the State plans;

(e) recommend steps to ensure accessibility, reasonable accommodation, non-discrimination for persons with disabilities, services and the built environment and their participation in social life on an equal basis with others;

(f) monitor and evaluate the impact of laws, policies and programmes designed to achieve full participation of persons with disabilities; and

(g) such other functions as may be assigned from time to time by the State Government.

District-level Committee on disability.

72. The State Government shall constitute District-level Committee on disability to perform such functions as may be prescribed by it.

Vacancies not to invalidate proceedings.

73. No act or proceeding of the Central Advisory Board on disability, a State Advisory Board on disability, or a District-level Committee on disability shall be called in question on the ground merely of the existence of any vacancy in or any defect in the constitution of such Board or Committee, as the case may be.

CHAPTER XII

Chief Commissioner and State Commissioner for Persons with Disabilities

Appointment of Chief Commissioner and Commissioners.

74. (1) The Central Government may, by notification, appoint a Chief Commissioner for Persons with Disabilities (hereinafter referred to as the "Chief Commissioner") for the purposes of this Act.

(2) The Central Government may, by notification appoint two Commissioners to assist the Chief Commissioner, of which one Commissioner shall be a persons with disability.

(3) A person shall not be qualified for appointment as the Chief Commissioner or Commissioner unless he has special knowledge or practical experience in respect of matters relating to rehabilitation.

(4) The salary and allowances payable to and other terms and conditions of service (including pension, gratuity and other retirement benefits) of the Chief Commissioner and Commissioners shall be such as may be prescribed by the Central Government.

(5) The Central Government shall determine the nature and categories of officers and other employees required to assist the Chief Commissioner in the discharge of his functions and provide the Chief Commissioner with such officers and other employees as it thinks fit.

(6) The officers and employees provided to the Chief Commissioner shall discharge their functions under the general superintendence and control of the Chief Commissioner.

(7) The salaries and allowances and other conditions of service of officers and employees shall be such as may be prescribed by the Central Government.

(8) The Chief Commissioner shall be assisted by an advisory committee comprising of not more than eleven members drawn from the experts from different disabilities in such manner as may be prescribed by the Central Government.

Functions of Chief Commissioner.

75. (1) The Chief Commissioner shall—

(a) identify, *suo motu* or otherwise, the provisions of any law or policy, programme and procedures, which are inconsistent with this Act and recommend necessary corrective steps;

(b) inquire, *suo motu* or otherwise, deprivation of rights of persons with disabilities and safeguards available to them in respect of matters for which the Central Government is the appropriate Government and take up the matter with appropriate authorities for corrective action;

(c) review the safeguards provided by or under this Act or any other law for the time being in force for the protection of rights of persons with disabilities and recommend measures for their effective implementation;

(d) review the factors that inhibit the enjoyment of rights of persons with disabilities and recommend appropriate remedial measures;

(e) study treaties and other international instruments on the rights of persons with disabilities and make recommendations for their effective implementation;

(f) undertake and promote research in the field of the rights of persons with disabilities;

(g) promote awareness of the rights of persons with disabilities and the safeguards available for their protection;

(h) monitor implementation of the provisions of this Act and schemes, programmes meant for persons with disabilities;

(i) monitor utilisation of funds disbursed by the Central Government for the benefit of persons with disabilities; and

(j) perform such other functions as the Central Government may assign.

(2) The Chief Commissioner shall consult the Commissioners on any matter while discharging its functions under this Act.

Action of appropriate authorities on recommendation of Chief Commissioner.

76. Whenever the Chief Commissioner makes a recommendation to an authority in pursuance of clause (b) of section 75, that authority shall take necessary action on it, and inform the Chief Commissioner of the action taken within three months from the date of receipt of the recommendation:

Provided that where an authority does not accept a recommendation, it shall convey reasons for non-acceptance to the Chief Commissioner within a period of three months, and shall also inform the aggrieved person.

77. (1) The Chief Commissioner shall, for the purpose of discharging his functions under this Act, have the same powers of a civil court as are vested in a court under the Code of Civil Procedure, 1908 while trying a suit, in respect of the following matters, namely:— Powers of Chief Commissioner.

5 of 1908.

(a) summoning and enforcing the attendance of witnesses;

(b) requiring the discovery and production of any documents;

(c) requisitioning any public record or copy thereof from any court or office;

(d) receiving evidence on affidavits; and

(e) issuing commissions for the examination of witnesses or documents.

(2) Every proceeding before the Chief Commissioner shall be a judicial proceeding within the meaning of sections 193 and 228 of the Indian Penal Code and the Chief Commissioner shall be deemed to be a civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973.

45 of 1860

2 of 1974.

78. (1) The Chief Commissioner shall submit an annual report to the Central Government and may at any time submit special reports on any matter, which, in his opinion, is of such urgency or importance that it shall not be deferred till submission of the annual report. Annual and special reports by Chief Commissioner.

(2) The Central Government shall cause the annual and the special reports of the Chief Commissioner to be laid before each House of Parliament, along with a memorandum of action taken or proposed to be taken on his recommendations and the reasons for non-acceptance the recommendations, if any.

(3) The annual and special reports shall be prepared in such form, manner and contain such details as may be prescribed by the Central Government.

79. (1) The State Government may, by notification, appoint a State Commissioner for Persons with Disabilities (hereinafter referred to as the "State Commissioner") for the purposes of this Act. Appointment of State Commissioner in States.

(2) A person shall not be qualified for appointment as the State Commissioner unless he has special knowledge or practical experience in respect of matters relating to rehabilitation.

(3) The salary and allowances payable to and other terms and conditions of service (including pension, gratuity and other retirement benefits) of the State Commissioner shall be such as may be prescribed by the State Government.

(4) The State Government shall determine the nature and categories of officers and other employees required to assist the State Commissioner in the discharge of his functions and provide the State Commissioner with such officers and other employees as it thinks fit.

(5) The officers and employees provided to the State Commissioner shall discharge his functions under the general superintendence and control of the State Commissioner.

(6) The salaries and allowances and other conditions of service of officers and employees shall be such as may be prescribed by the State Government.

(7) The State Commissioner shall be assisted by an advisory committee comprising of not more than five members drawn from the experts in the disability sector in such manner as may be prescribed by the State Government.

80. The State Commissioner shall— Functions of State Commissioner

(a) identify, *suo motu* or otherwise, provision of any law or policy, programme and procedures, which are in consistent with this Act, and recommend necessary corrective steps;

(b) inquire, *suo motu* or otherwise deprivation of rights of persons with disabilities and safeguards available to them in respect of matters for which the State Government is the appropriate Government and take up the matter with appropriate authorities for corrective action;

(c) review the safeguards provided by or under this Act or any other law for the time being in force for the protection of rights of persons with disabilities and recommend measures for their effective implementation;

(d) review the factors that inhibit the enjoyment of rights of persons with disabilities and recommend appropriate remedial measures;

(e) undertake and promote research in the field of the rights of persons with disabilities;

(f) promote awareness of the rights of persons with disabilities and the safeguards available for their protection;

(g) monitor implementation of the provisions of this Act and schemes, programmes meant for persons with disabilities;

(h) monitor utilisation of funds disbursed by the State Government for the benefits of persons with disabilities; and

(i) perform such other functions as the State Government may assign.

Action by appropriate authorities on recommendation of State Commissioner.

81. Whenever the State Commissioner makes a recommendation to an authority in pursuance of clause (b) of section 80, that authority shall take necessary action on it, and inform the State Commissioner of the action taken within three months from the date of receipt of the recommendation:

Provided that where an authority does not accept a recommendation, it shall convey reasons for non-acceptance to the State Commissioner for Persons with Disabilities within the period of three months, and shall also inform the aggrieved person.

Powers of State Commissioner.

82. (1) The State Commissioner shall, for the purpose of discharging their functions under this Act, have the same powers of a civil court as are vested in a court under the Code of Civil Procedure, 1908 while trying a suit, in respect of the following matters, namely:— 5 of 1908.

(a) summoning and enforcing the attendance of witnesses;

(b) requiring the discovery and production of any documents;

(c) requisitioning any public record or copy thereof from any court or office;

(d) receiving evidence on affidavits; and

(e) issuing commissions for the examination of witnesses or documents.

(2) Every proceeding before the State Commissioner shall be a judicial proceeding within the meaning of sections 193 and 228 of the Indian Penal Code and the State Commissioners shall be deemed to be a civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973. 45 of 1860 2 of 1974

Annual and special reports by State Commissioner.

83. (1) The State Commissioner shall submit an annual report to the State Government and may at any time submit special reports on any matter, which, in its opinion, is of such urgency or importance that it shall not be deferred till submission of the annual report.

(2) The State Government shall cause the annual and the special reports of the State Commissioner for persons with disabilities to be laid before each House of State Legislature where it consists of two Houses or where such Legislature consist of one House, before that House along with a memorandum of action taken or proposed to be taken on the recommendation of the State Commissioner and the reasons for non-acceptance the recommendations, if any.

(3) The annual and special reports shall be prepared in such form, manner and contain such details as may be prescribed by the State Government.

CHAPTER XIII

SPECIAL COURT

84. For the purpose of providing speedy trial, the State Government shall, with the concurrence of the Chief Justice of the High Court, by notification, specify for each district, a Court of Session to be a Special Court to try the offences under this Act. Special Court.

85. (1) For every Special Court, the State Government may, by notification, specify a Public Prosecutor or appoint an advocate, who has been in practice as an advocate for not less than seven years, as a Special Public Prosecutor for the purpose of conducting cases in that Court. Special Public Prosecutor.

(2) The Special Public Prosecutor appointed under sub-section (1) shall be entitled to receive such fees or remuneration as may be prescribed by the State Government.

CHAPTER XIV

NATIONAL FUND FOR PERSONS WITH DISABILITIES

86. (1) There shall be constituted a Fund to be called the National Fund for persons with disabilities and there shall be credited thereto— National Fund for persons with disabilities.

(a) all sums available under the Fund for people with disabilities, constituted *vide* notification No. S.O. 573 (E), dated the 11th August, 1983 and the Trust Fund for Empowerment of Persons with Disabilities, constituted *vide* notification No. 30-03/2004-DDII, dated the 21st November, 2006, under the Charitable Endowment Act, 1890. 6 of 1890

(b) all sums payable by banks, corporations, financial institutions in pursuance of judgment dated the 16th April, 2004 of the Hon'ble Supreme Court in Civil Appeal Nos. 4655 and 5218 of 2000;

(c) all sums received by way of grant, gifts, donations, benefactions, bequests or transfers;

(d) all sums received from the Central Government including grants-in-aid;

(e) all sums from such other sources as may be decided by the Central Government.

(2) The Fund for persons with disabilities shall be utilised and managed in such manner as may be prescribed.

87. (1) The Central Government shall maintain proper accounts and other relevant records and prepare an annual statement of accounts of the Fund including the income and expenditure accounts in such form as may be prescribed in consultation with the Comptroller and Auditor-General of India. Accounts and audit.

(2) The accounts of the Fund shall be audited by the Comptroller and Auditor-General of India at such intervals as may be specified by him and any expenditure incurred by him in connection with such audit shall be payable from the Fund to the Comptroller and Auditor-General of India.

(3) The Comptroller and Auditor-General of India and any other person appointed by him in connection with the audit of the accounts of the Fund shall have the same rights, privileges and authority in connection with such audit as the Comptroller and Auditor-General of India generally has in connection with the audit of the Government accounts, and in particular, shall have the right to demand production of books of account, connected vouchers and other documents and papers and to inspect any of the offices of the Fund.

(4) The accounts of the Fund as certified by the Comptroller and Auditor-General of India or any other person appointed by him in this behalf, together with the audit report thereon, shall be laid before each House of Parliament by the Central Government.

CHAPTER XV

STATE FUND FOR PERSONS WITH DISABILITIES

State Fund for persons with disabilities.

88. (1) There shall be constituted a Fund to be called the State Fund for persons with disabilities by a State Government in such manner as may be prescribed by the State Government.

(2) The State Fund for persons with disabilities shall be utilised and managed in such manner as may be prescribed by the State Government.

(3) Every State Government shall maintain proper accounts and other relevant records of the State Fund for persons with disabilities including the income and expenditure accounts in such form as may be prescribed by the State Government in consultation with the Comptroller and Auditor-General of India.

(4) The accounts of the State Fund for persons with disabilities shall be audited by the Comptroller and Auditor-General of India at such intervals as may be specified by him and any expenditure incurred by him in connection with such audit shall be payable from the State Fund to the Comptroller and Auditor-General of India.

(5) The Comptroller and Auditor-General of India and any person appointed by him in connection with the audit of the accounts of the State Fund for persons with disabilities shall have the same rights, privileges and authority in connection with such audit as the Comptroller and Auditor-General of India generally has in connection with the audit of the Government accounts, and in particular, shall have right to demand production of books of accounts, connected vouchers and other documents and papers and to inspect any of the offices of the State Fund.

(6) The accounts of the State Fund for persons with disabilities as certified by the Comptroller and Auditor-General of India or any other person appointed by him in this behalf together with the audit report thereon shall be laid before each House of the State Legislature where it consists of two Houses or where such Legislature consists of one House before that House.

CHAPTER XVI

OFFENCES AND PENALTIES

Punishment for contravention of provisions of Act or rules or regulations made thereunder.

89. Any person who contravenes any of the provisions of this Act, or of any rule made thereunder, shall for first contravention be punishable with fine which may extend to ten thousand rupees and for any subsequent contravention with fine which shall not be less than fifty thousand rupees but which may extend to five lakh rupees.

Offences by companies.

90. (1) Where an offence under this Act has been committed by a company, every person who at the time the offence was committed, was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment provided in this Act, if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section,—

(*a*) "company" means any body corporate and includes a firm or other association of individuals; and

(*b*) "director", in relation to a firm means a partner in the firm.

Punishment for fraudulently availing any benefit meant for persons with benchmark disabilities.

91. Whoever, fraudulently avails or attempts to avail any benefit meant for persons with benchmark disabilities, shall be punishable with imprisonment for a term which may extend to two years or with fine which may extend to one lakh rupees or with both.

Punishment for offences of atrocities.

92. Whoever,—

(*a*) intentionally insults or intimidates with intent to humiliate a person with disability in any place within public view;

(*b*) assaults or uses force to any person with disability with intent to dishonour him or outrage the modesty of a woman with disability;

(*c*) having the actual charge or control over a person with disability voluntarily or knowingly denies food or fluids to him or her;

(*d*) being in a position to dominate the will of a child or woman with disability and uses that position to exploit her sexually;

(*e*) voluntarily injures, damages or interferes with the use of any limb or sense or any supporting device of a person with disability;

(*f*) performs, conducts or directs any medical procedure to be performed on a woman with disability which leads to or is likely to lead to termination of pregnancy without her express consent except in cases where medical procedure for termination of pregnancy is done in severe cases of disability and with the opinion of a registered medical practitioner and also with the consent of the guardian of the woman with disability,

shall be punishable with imprisonment for a term which shall not be less than six months but which may extend to five years and with fine.

Punishment for failure to furnish information.

93. Whoever, fails to produce any book, account or other documents or to furnish any statement, information or particulars which, under this Act or any order, or direction made or given thereunder, is duty bound to produce or furnish or to answer any question put in pursuance of the provisions of this Act or of any order, or direction made or given thereunder, shall be punishable with fine which may extend to twenty-five thousand rupees in respect of each offence, and in case of continued failure or refusal, with further fine which may extend to one thousand rupees for each day, of continued failure or refusal after the date of original order imposing punishment of fine.

Previous sanction of appropriate Government.

94. No Court shall take cognizance of an offence alleged to have been committed by an employee of the appropriate Government under this Chapter, except with the previous sanction of the appropriate Government or a complaint is filed by an officer authorised by it in this behalf.

Alternative punishments.

95. Where an act or omission constitutes an offence punishable under this Act and also under any other Central or State Act, then, notwithstanding anything contained in any other law for the time being in force, the offender found guilty of such offence shall be liable to punishment only under such Act as provides for punishment which is greater in degree.

CHAPTER XVII

MISCELLANEOUS

Application of other laws not barred.

96. The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.

Protection of action taken in good faith.

97. No suit, prosecution or other legal proceeding shall lie against the appropriate Government or any officer of the appropriate Government or any officer or employee of the Chief Commissioner or the State Commissioner for anything which is in good faith done or intended to be done under this Act or the rules made thereunder.

Power to remove difficulties

98. (1) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order, published in the Official Gazette, make such provisions or give such directions, not inconsistent with the provisions of this Act, as may appear to it to be necessary or expedient for removing the difficulty:

Provided that no such order shall be made under this section after the expiry of the period of two years from the date of commencement of this Act.

(2) Every order made under this section shall be laid as soon as may be, after it is made, before each House of Parliament.

Power to amend Schedule.

99. (1) On the recommendations made by the appropriate Government or otherwise, if the Central Government is satisfied that it is necessary or expedient so to do, it may, by notification, amend the Schedule and any such notification being issued, the Schedule shall be deemed to have been amended accordingly.

(2) Every such notification shall, as soon as possible after it is issued, shall be laid before each House of Parliament.

Power of Central Government to make rules.

100. (1) The Central Government may, subject to the condition of previous publication, by notification, make rules for carrying out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(a) the manner of constituting the Committee for Research on Disability under sub-section (2) of section 6;

(b) the manner of notifying the equal opportunity policy under sub-section (1) of section 21;

(c) the form and manner of maintaining records by every establishment under sub-section (1) of section 22;

(d) the manner of maintenance of register of complaints by grievance redressal officer under sub-section (3) of section 23;

(e) the manner of furnishing information and return by establishment to the Special Employment Exchange under section 36;

(f) the composition of the Assessment Board under sub-section (2) and manner of assessment to be made by the Assessment Board under sub-section (3) of section 38;

(g) rules for person with disabilities laying down the standards of accessibility under section 40;

(h) the manner of application for issuance of certificate of disability under sub-section (1) and form of certificate of disability under sub-section (2) of section 58;

(i) the allowances to be paid to nominated Members of the Central Advisory Board under sub-section (6) of section 61;

(j) the rules of procedure for transaction of business in the meetings of the Central Advisory Board under section 64;

(*k*) the salaries and allowances and other conditions of services of Chief Commissioner and Commissioners under sub-section (*4*) of section 74;

(*l*) the salaries and allowances and conditions of services of officers and staff of the Chief Commissioner under sub-section (*7*) of section 74;

(*m*) the composition and manner of appointment of experts in the advisory committee under sub-section (*8*) of section 74;

(*n*) the form, manner and content of annual report to be prepared and submitted by the Chief Commissioner under sub-section (*3*) of section 78;

(*o*) the procedure, manner of utilisation and management of the Fund under sub-section (*2*) of section 86; and

(*p*) the form for preparation of accounts of Fund under sub-section (*1*) of section 87.

(*3*) Every rule made under this Act shall be laid, as soon as may be after it is made, before each House of Parliament while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

Power of State Government to make rules.

101. (*1*) The State Government may, subject to the condition of previous publication, by notification, make rules for carrying out the provisions of this Act, not later than six months from the date of commencement of this Act.

(*2*) In particular, and without prejudice to the generality of foregoing powers, such rules may provide for all or any of the following matters, namely:—

(*a*) the manner of constituting the Committee for Research on Disability under sub-section (*2*) of section 5;

(*b*) the manner of providing support of a limited guardian under sub-section (*1*) of section 14;

(*c*) the form and manner of making an application for certificate of registration under sub-section (*1*) of section 51;

(*d*) the facilities to be provided and standards to be met by institutions for grant of certificate of registration under sub-section (*3*) of section 51;

(*e*) the validity of certificate of registration, the form of, and conditions attached to, certificate of registration under sub-section (*4*) of section 51;

(*f*) the period of disposal of application for certificate of registration under sub-section (*7*) of section 51;

(*g*) the period within which an appeal to be made under sub-section (*1*) of section 53;

(*h*) the time and manner of appealing against the order of certifying authority under sub-section (*1*) and manner of disposal of such appeal under sub-section (*2*) of section 59;

(*i*) the allowances to be paid to nominated Members of the State Advisory Board under sub-section (*6*) of section 67;

(*j*) the rules of procedure for transaction of business in the meetings of the State Advisory Board under section 70;

(*k*) the composition and functions of District Level Committee under section 72;

(*l*) salaries, allowances and other conditions of services of the State Commissioner under sub-section (*3*) of section 79;

(*m*) the salaries, allowances and conditions of services of officers and staff of the State Commissioner under sub-section (*3*) of section 79;

(*n*) the composition and manner of appointment of experts in the advisory committee under sub-section (*7*) of section 79;

(*o*) the form, manner and content of annual and special reports to be prepared and submitted by the State Commissioner under sub-section (*3*) of section 83;

(*p*) the fee or remuneration to be paid to the Special Public Prosecutor under sub-section (*2*) of section 85;

(*q*) the manner of constitution of State Fund for persons with disabilities under sub-section (*1*), and the manner of utilisation and management of State Fund under sub-section (*2*) of section 88;

(*r*) the form for preparation of accounts of the State Fund for persons with disabilities under sub-section (*3*) of section 88.

(*3*) Every rule made by the State Government under this Act shall be laid, as soon as may be after it is made, before each House of the State Legislature where it consists of two Houses, or where such State Legislature consists of one House, before that House.

Repeal and savings.

102. (*1*) The Persons with Disabilities (Equal Opportunity Protection of Rights and Full Participation) Act, 1995 is hereby repealed. 1 of 1996.

(*2*) Notwithstanding the repeal of the said Act, anything done or any action taken under the said Act, shall be deemed to have been done or taken under the corresponding provisions of this Act.

THE SCHEDULE

[*See* clause (zc) of section 2]

SYNDROME DISABILITY

I. Physical disability.—

A. Locomotor disability (a person's inability to execute distinctive activities associated with movement of self and objects resulting from affliction of musculoskeletal or nervous system or both), including—

(a) "leprosy cured person" means a person who has been cured of leprosy but is suffering from—

(i) loss of sensation in hands or feet as well as loss of sensation and paresis in the eye and eye-lid but with no manifest deformity;

(ii) manifest deformity and paresis but having sufficient mobility in their hands and feet to enable them to engage in normal economic activity;

(iii) extreme physical deformity as well as advanced age which prevents him/her from undertaking any gainful occupation, and the expression "leprosy cured" shall construed accordingly;

(b) "cerebral palsy" means a Group of non-progressive neurological condition affecting body movements and muscle coordination, caused by damage to one or more specific areas of the brain, usually occurring before, during or shortly after birth;

(c) "dwarfism" means a medical or genetic condition resulting in an adult height of 4 feet 10 inches (147 centimeters) or less;

(d) "muscular dystrophy" means a group of hereditary genetic muscle disease that weakens the muscles that move the human body and persons with multiple dystrophy have incorrect and missing information in their genes, which prevents them from making the proteins they need for healthy muscles. It is characterised by progressive skeletal muscle weakness, defects in muscle proteins, and the death of muscle cells and tissue;

(e) "acid attack victims" means a person disfigured due to violent assaults by throwing of acid or similar corrosive substance.

B. Visual impairment—

(a) "blindness" means a condition where a person has any of the following conditions, after best correction—

(i) total absence of sight; or

(ii) visual acuity less than 3/60 or less than 10/200 (Snellen) in the better eye with best possible correction; or

(iii) limitation of the field of vision subtending an angle of less than 10 degree.

(b) "low-vision" means a condition where a person has any of the following conditions, namely:—

(i) visual acuity not exceeding 6/18 or less than 20/60 upto 3/60 or upto 10/200 (Snellen) in the better eye with best possible corrections; or

(ii) limitation of the field of vision subtending an angle of less than 40 degree up to 10 degree.

C. Hearing impairment—

(a) "deaf" means persons having 70 DB hearing loss in speech frequencies in both ears;

(b) "hard of hearing" means person having 60 DB to 70 DB hearing loss in speech frequencies in both ears;

D. "speech and language disability" means a permanent disability arising out of conditions such as laryngectomy or aphasia affecting one or more components of speech and language due to organic or neurological causes.

2. Intellectual disability, a condition characterised by significant limitation both in intellectual functioning (reasoning, learning, problem solving) and in adaptive behaviour which covers a range of every day, social and practical skills, including—

(a) "specific learning disabilities" means a heterogeneous group of conditions wherein there is a deficit in processing language, spoken or written, that may manifest itself as a difficulty to comprehend, speak, read, write, spell, or to do mathematical calculations and includes such conditions as perceptual disabilities, dyslexia, dysgraphia, dyscalculia, dyspraxia and developmental aphasia;

(b) "autism spectrum disorder" means a neuro-developmental condition typically appearing in the first three years of life that significantly affects a person's ability to communicate, understand relationships and relate to others, and is frequently associated with unusual or stereotypical rituals or behaviours.

3. Mental behaviour,—

"mental illness" means a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment, behaviour, capacity to recognise reality or ability to meet the ordinary demands of life, but does not include retardation which is a condition of arrested or incomplete development of mind of a person, specially characterised by subnormality of intelligence.

4. Disability caused due to—

(a) chronic neurological conditions, such as—

(i) "multiple sclerosis" means an inflammatory, nervous system disease in which the myelin sheaths around the axons of nerve cells of the brain and spinal cord are damaged, leading to demyelination and affecting the ability of nerve cells in the brain and spinal cord to communicate with each other;

(ii) "parkinson's disease" means a progressive disease of the nervous system marked by tremor, muscular rigidity, and slow, imprecise movement, chiefly affecting middle-aged and elderly people associated with degeneration of the basal ganglia of the brain and a deficiency of the neurotransmitter dopamine.

(b) Blood disorder—

(i) "haemophilia" means an inheritable disease, usually affecting only male but transmitted by women to their male children, characterised by loss or impairment of the normal clotting ability of blood so that a minor would may result in fatal bleeding;

(ii) "thalassemia" means a group of inherited disorders characterised by reduced or absent amounts of haemoglobin.

(iii) "sickle cell disease" means a hemolytic disorder characterised by chronic anemia, painful events, and various complications due to associated

tissue and organ damage; 'hemolytic' refers to the destruction of the cell membrane of red blood cells resulting in the release of hemoglobin.

5. Multiple Disabilities (more than one of the above specified disabilities) including deaf blindness which means a condition in which a person may have combination of hearing and visual impairments causing severe communication, developmental, and educational problems.

6. Any other category as may be notified by the Central Government.

DR. G NARAYANA RAJU,
Secretary to the Govt. of India.

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GMGFMRND—4011GI(S3)—28-12-2018.

BoG 45.22 To note the action taken report for item No. 44.13 on the minutes of 44th meeting of the Board of Governors held on 05.02.2018.

Some of the faculty staff members of the Institute have represented that they have been promoted under CAS from the date of decision of the Board of Governors while they should have been promoted from the actual date of eligibility in terms of Clause-4(q) of OM No.F.33-7/2011-TS.III dated 14.03.2012 notified by the MHRD, Government of India. The Clause-4(q) of OM dated 14.03.2012 is reproduced below:

> *"All Institutes shall strive to conduct annual selection processes regularly. In case of Institutes that have not conducted CAS interviews for 3 years or more, Selection Committee may, as a onetime measure, examine scholastic contribution of internal candidates made after the last interview and recommend a salary and AGP they would have earned now, had the Selection Committee met at the appropriate time."*

To minimize the court cases and to look into the pending issues of faculty and non-faculty staff members of the NIT, Kurukshetra, a High Level Committee was constituted. The said matter was placed before the High Level Committee and the said Committee after going through the relevant documents, submitted its report on 11.01.2017 with the following recommendations:

> *"The review selection committee may be constituted to consider the provision of said Para 4(Q) of said MHRD Letter dated 14.03.2012 and recommend the suitable benefits to the deserving faculty members."*

In view of the above, the matter was placed before the Board of Governors in its 44th meeting held on 05.02.2018 vide agenda item No. 44.13 to consider the promotion under CAS from the date of eligibility in respect of faculty staff members. The Board decided as under:

> *"The Board deliberated this item in detail and resolved that the agenda be put with detailed financial implications in the next meeting of Board. The Board also decided that in future the agenda items:*
>
> - *should conclude with the suggestion/proposal of the Institute for approval; and*

- *should include comments of Finance Officer indicating financial implications, availability & funds, if provision exists, etc."*

In compliance to the decision of the Board, the detailed financial implication was prepared by the Accounts Sections of the Institute and conveyed vide letter No.Acs./AC-III/2018/1080 dated 26.04.2018. As per the calculation, the estimate budget of Rs. 36.50 Lakh (approx.) will be required for promotion of 47 faculty staff members under CAS from the date of eligibility. Further, the Deputy Registrar (Accounts) has informed that in case of sanction to pay the liability, the same may be paid out of the Reserved & Surplus Fund. A copy of the letter dated 26.04.2018 is enclosed as *Annexure - 45.22(i) on page 212*.

In view of the above, *the board may consider the promotion under Career Advancement Scheme (CAS) from the date of eligibility in respect of faculty staff members of the Institute.*

N.I.T. KURUKSHETRA
Diary No....3737....
Dated...27/04/18.

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No.Acs./AC-III/2018/ /080 Dated: 26.04.2018

Subject: Promotion under CAS from the date of eligibility in respect of faculty staff members-Pay Fixation.

Please refer to your letter No. Estt-I/CAS/1920 dated 16.04.2018 the requisite information regarding the calculation of financial implication from the date of eligibility of faculty members promoted under CAS in 2013.

In this regard the estimate budget of Rs.36.50 Lakh (approx.) will be required according to the calculation statement enclosed for your ready reference. In the case of sanction to pay the liability, the same may be paid out of Reserve and Surplus fund.

DA/as above

Deputy Registrar (Acs.)

Deputy Registrar (GA & Legal)

Estt-I

BoG 45.23 To note for the adoption of Guideline for hiring Adjunct Faculty in Centrally Funded Technical Institutions (CFTIs) in the Institute as per the MHRD letters dated 16.02.2015.

The MHRD vide letter F.No.33-9/2011-TS.III dated 15.01.2014 had sent the norms for implementation of the four-tier flexible faculty structure in NITs and vide letter F.No.33-9/2011-TS.III dated 28.01.2014 had sent the amendments on the recruitments rules and guidelines to be adopted by the Board of Governors. The same was placed before the Board in its 33rd meeting vide item No. 33.11 held on 04.06.2014. The Board decided as under:

> *"The Board noted the norms for the implementation of 4-tier flexible faculty structure and adopted the Recruitment Rules and Guidelines as contained in the MHRD letter F.No.33-9/2011-TS.III dated 15.01.2014 along with Annexures I-III and even number letter dated 28.01.2014."*

Further, the MHRD vide letter No. 21-81/2014-TS-II dated 16th February, 2015 had sent the Guideline for hiring Adjunct Faculty in Centrally Funded Technical Institutions (CFTIs). The purpose of these guidelines is to ensure that the hiring of adjunct faculty is done with same degree seriousness and follow the same unified process with which the full-time faculty are appointed for the purpose of teaching, research and other related services. It is essential to identify the tight type of candidates for such posts and appoint them on mutually agreed terms and conditions. These guidelines also seek to bring uniformity and transparency to the process of hiring adjunct faculty in the Centrally Funded Technical Educational Institutions. One of the key objectives of these guidelines is to have a strong robust collaboration between the Educational Institutions and Industry. The guidelines seek to encourage quality involvement of academicians, scholars, practitioners, policymaker in teaching, research and related services on a regular basis. Such involvement helps in bringing external perspective to regular teaching to make classes more interesting and to further enrich existing knowledge of faculty members.

Broadly, Adjunct Faculty (may also be referred to as Professor/Associate Professor/Assistant Professor of practice) may be engaged to perform the following tasks, in addition to the tasks decided at the department level:

"i. Teach Core/Elective Courses in which the person's practical experience and knowledge can add significant value to theory.

ii. Supervise students project and Co-supervise research scholars with a view to adding practical dimensions to their work.

iii. Be a joint investigator in sponsored and consultancy projects, bringing in significant expertise to match industry needs and expectations.

iv. Assist the department/institute to break new ground with industry in cutting edge research with a view to developing IP and overcoming technological barriers faced by industry in becoming globally competitive and to be a prime mover in taking the institute's research-based industrial consultancy to new levels in quality and quantity.

v. Support institute development activities with an industry interface – e.g., sponsored & top-up programs, Chair Professorships, awards and scholarship, CSR funding, projects etc.

vi. The topics and scheduling of these lectures will be decided jointly by the Adjunct Professor and his counterpart faculty members. The counterpart faculty will also teach the subject and deliver the remaining lectures.

vii. The Adjunct Professor will also be associated with the setting of examination papers and the general work of evaluating students performance in the subject the teaching of which he/she is associated with."

Adjunct Faculty shall be appointed by the Director based on the recommendations of Committee. Duration of appointment shall vary between one semester to six semester (Three years) as may be decided by the Institute. Reputed scientist, engineers, physicians, advocates, artists, civil servants, bankers and other professionals, both serving and retired can be inducted as adjunct faculty from outside the Institute. A copy of the letter No. 21-81/2014-TS-II dated 16th February, 2015 is enclosed as *Annexure - 45.23(i) from pages 215 to 219.*

The matter is placed before *the Board for adopting the Guideline for hiring Adjunct Faculty in Centrally Funded Technical Institutions (CFTIs) in the Institute as per the MHRD letters dated 16.02.2015 for implementation.*

Annexure-45.23(i)

No. 21-81/2014-TS-II
Ministry of Human Resource Development
Department of Higher Education
Technical Section-II

Shastri Bhavan, New Delhi
Dated 16th February 2015.

Subject: Guidelines for hiring Adjunct Faculty in Centrally Funded Technical Institutions (CFTI's).

The purpose of these guidelines is to ensure that the hiring of adjunct faculty is done with the same degree of seriousness and follow the same unified process with which the full-time faculty are appointed for the purpose of Teaching, Research and other related services. It is essential to identify the right type of candidates for such posts and appoint them on mutually agreed terms and conditions. These guidelines also seek to bring uniformity and transparency to the process of hiring Adjunct faculty in the centrally funded technical educational institutions. One of the key objectives of these guidelines is to have a strong and robust collaboration between the educational institutions and industry. The guidelines seek to encourage quality involvement of academicians, scholars, practitioners, policymakers in teaching, research, and related services on a regular basis. Such involvement helps in bringing external perspective to regular teaching to make classes more interesting and to further enrich existing knowledge of faculty members.

2 Broadly, Adjunct Faculty (may also be referred to as Prof./Associate Prof./ Asst. Prof of Practice) may be engaged to perform the following tasks, in addition to the tasks decided at the department level.-

i. Teach Core/Elective courses in which the person's practical experience and knowledge can add significant value to theory.

ii. Supervise student projects and co-supervise research scholars with a view to adding practical dimensions to their work.

iii. Be a Joint-investigator in sponsored and consultancy projects, bringing in significant expertise to match industry needs and expectations.

iv Assist the department/institute to break new ground with industry in cutting edge research with a view to developing IP and overcoming technological barriers faced by industry in becoming globally competitive and to be a prime mover in

taking the institute's research-based industrial consultancy to new levels in quality and quantity.

v Support institute development activities with an industry interface - e.g., sponsored & top-up programs, Chair Professorships, awards and scholarships, CSR funding, projects etc

vi The topics and scheduling of these lectures will be decided jointly by the Adjunct Professor and his counterpart faculty members. The counterpart faculty will also teach the subject and deliver the remaining lectures.

vii. The Adjunct Professor will also be associated with the setting of examination papers and the general work of evaluating students performance in the subject the teaching of which he/she is associated with.

3 Adjunct Faculty shall be appointed by the Director based on the recommendation of committee. Duration of appointment shall vary between one semester to six semesters (3 years) as may be decided by the Institute. Reputed scientists, engineers, physicians, advocates, artists, civil servants, bankers and other professionals, both serving and retired can be inducted as adjunct faculty from outside the Institute. It is expected that any requirement/application for adjunct faculty is first discussed at the department level. Department must clearly specify the usefulness of experience of such candidates in their department/institute level academic activities. If the department recommends a case for adjunct faculty, then the same may be examined by a committee comprising as following.

1. Director/Nominee of the Director (chair)
2. Head of Concerned Department
3. Dean (Faculty Welfare)
4. Dean (Research & Consultancy)
5. Dean (Academic Affairs)
6. Representative of Senate Post Graduate Board or Senate Under Graduate Board

4. If the committee recommends the case, the same would be forwarded to Chairman Senate for consideration and necessary approval.

a. Any candidate for adjunct faculty should satisfy the following norms.-

i Must be an accomplished professional in her/his chosen field of discipline, comparable to at least the top one third of the regular faculty in

professional expertise and reputation in their own fields and organizations

2. Must have been recognized by various bodies in his field
3. Her/his association must add value to the academic programme/students.
4. In case of candidates from an industry, his/her domain knowledge should be of significant value and possession of M.tech / Phd. may not be considered as an essential condition in such cases

b. She/he must spend at least three weeks in the Institute in an academic year.

c. Adjunct faculty will supervise student projects at all levels – carry out sponsored research and consultancy, and teach courses (could be full semester long course or only a part thereof in collaboration with a regular faculty). They will bring reputation to the Institute, add valuable expertise and practical knowledge and complement the knowledge pool of the existing faculty.

d. Adjunct faculty would be provided with office room, secretarial services and other facilities depending on their involvement in academic activities.

e. Adjunct faculty shall not normally be eligible to receive financial support to attend conferences in India or abroad for presenting their work done in the institute. However funds from her/his R&D project in the Institute could be utilized for the purpose. Adjunct faculty may receive financial support at the discretion of the Director to attend conferences in India or abroad for presenting their work done in the Institute, if in the opinion of the Director, she/he has contributed significantly to the Institute's academic programme.

f. The candidate's contributions to teaching, research and services must be articulated at the time of appointment and the appointee's actual contributions in all three areas must be evaluated at the time of reappointment and advancement.

Research

As Adjunct faculty may lack a traditional academic background, they are not expected to contribute to the institute's research and creative mission by participating in traditional scholarly activities (i.e. they are not expected to conduct independent research and/or publish in peer-reviewed journals).

Instead, they may advise faculty on their research projects, serving as a liaison between the institute and the industry or government entities to identify research and/or funding opportunities, or by working with faculty to identify research projects that would benefit private industry and/or government entities. However, subject to due procedure spelt out, scientists from scientific laboratory of Government of India may be appointed as Adjunct Professors to lead research, associated with the research with the CFTI's without payment of wages/honorarium In such event no travel allowance etc will be paid

Teaching

Generally Adjunct faculty do not teach established core courses, rather they are expected to teach only courses directly related to his/her specific expertise and unique professional experience These are generally courses that cannot be offered except through appointment of a Adjunct faculty. He/She may also contribute to the institutes instructional programs by advising students and helping to develop innovative new courses. Again, these activities would necessarily revolve around their extraordinary domain skills and practical experience. While Adjunct faculty need not teach a formal course, meaningful contributions to the institutes instructional program are always required and must be documented. However, whenever there is dearth of permanent faculty to teach core courses and other adjunct faculty has the Credentials to teach core courses then he may also teach core courses.

Service

Adjunct faculty is also expected to actively participate in service-related activities, such as sitting on department committees, serving as advisors to faculty and/or undergraduate and post graduate students, helping students network, and providing internship and job opportunities.

g. Adjunct faculty would be provided travel assistance from her/his Institute to hrs/her place of stay and back, maximum 6 times per academic year. No accommodation would be permissible. However she/he shall be provided free lodging and boarding in the Institute Guest House. She/he shall be given honorarium payable per day/per class/per session as decided by the FC/BoG

of respective institutes subject to a maximum ceiling of Rs. 1,20,000/- per month.

h. The post of Adjunct faculty may not exceed 25 % of the sanctioned strength and the total number should not exceed the sanction strength including the Adjunct faculty, if appointed for a period of one semester or more. Research adjunct faculty described in detail with the para Research will not be computed against it.

i. The above mentioned clauses are applicable to external Adjunct Faculty only.

j. These consolidated instructions should be the basis for decision making and guidance in the Board of Governors meetings of institutions.

Amarjeet 18/02/15

(Amarjeet Sinha)
Additional Secretary (T)

Directors of all CFTI's

Copy to :

(i) PS to HRM
(ii) PPS to Secretary (HE)
(iii) All divisional Heads of Technical Bureau
(iv) All sections of Technical Bureau
(v) Guard file
(vi) CMIS Unit, MHRD with the request to upload this on the Ministry's website

BoG 45.24 To note the revision of Standard Operating Procedure (SOPs) with respect to MoUs/Agreements with foreign countries for implementation in the Institute in terms of MEA's letter dated 02.04.2018.

The MHRD vide letter F.No.33-1/2018-TS.III(Pt.I) dated 21.05.2018 has sent a communication with reference to MHRD letter F.No.13-18/2016-ICC dated 10.05.2018 alongwith Ministry of External Affairs (MEA's) letter No.312/AS(MD)/17 dated 02.04.2018 regarding revised guidelines of Standard Operating Procedure (SOPs) with regard to entering into MoUs/Agreements with foreign countries. In this letter it has been mentioned that the SOPs circulated earlier have been partially modified under para 'G' of the SOPs to provide for exemption from uploading those which are of a classified nature.

As per the MEA's letter dated 02.04.2018, under International law, the law and practices pertaining to treaties is governed by the Vienna Convention on the Law of Treaties, 1996. Although, India is not a Party to the Convention, it follows its provisions in practice. The Convention codified the law, practice including norms concerning the international treaty making. The Vienna Convention refers to 'treaty' in its generic sense and defines as "an international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation".

Ministry of External Affairs has considered the emerging trend of State Government/agencies in entering into Agreements with the provincial Government of other Countries for promoting/enhancing cooperation in investments, industry, commerce, culture, health, tourism and other areas and is of the view that such proposals should be considered on a case-by-case basis by the concerned Administrative Ministry, taking into account the nature, scope and overall usefulness of the understanding being entered into.

Copies of MHRD vide letter F.No.33-1/2018-TS.III(Pt.I) dated 21.05.2018 alongwith MEA's letter dated 02.04.2018 are enclosed as *Annexure - 45.24(i) from pages 221 to 246.*

The matter is placed before the Board *to note the revision of Standard Operating Procedure (SOPs) with respect to MoUs/Agreements with foreign countries for implementation in the Institute in terms of MEA's letter dated 02.04.2018*.

Annexure-45.24(i)

F.No.33-1/2018-TS.III (Pt.I)
Ministry of Human Resource Development
Department of Higher Education
Technical Section-III

Shastri Bhawan, New Delhi
Dated: 21st May, 2018

To

The Director
All National Institute of Technology (NITs) & IIEST Shibpur

Subject: Revision of Standard Operating Procedure (SOPs) with respect to MoUs/Agreements with foreign countries – regarding

Sir/Madam,

I am directed to refer to communication dated 10th May, 2018 received from ICC Section, MHRD forwarding therewith a copy of MEA's letter No.312/AS(MD)/17 dated 02.04.2018 regarding revised guidelines of Standard Operating Procedure (SOPs) with regard to entering into MoUs/agreements with foreign countries.

2. It is, therefore, requested to take necessary action as per revised guidelines of Standard Operating Procedure (SOPs).

Yours faithfully

Encl.: As above

K. Rajan
(K.Rajan)
Under Secretary to the Government of India
Tel: 011-23384159

File No.13-18/2016-ICC

FTS- 417701

F.No 13-18/2016-ICC
Government of India
Ministry of Human Resource Development
Department of Higher Education
International Cooperation Cell

206-C, Shastri Bhawan, New Delhi
Dated 10/05/2018

OFFICE MEMORANDUM

Subject: Revision of Standard Operating Procedures (SOPs) with respect to MoUs/Agreements with foreign countries

Please find enclosed a copy of MEA Letter No. 312/AS(MD)/17 dated 2nd April, 2018 on the subject mentioned above for information and strict compliance

(A. R. Gopal)
Under Secretary to the Government of India
Tel. +91-11-23072112
Email: ukgopal@nic.in

Encl: As stated above

To.
1. All Bureau Heads
2. Chairman, AICTE,
3. Chairman, UGC

DDG(NF)
Dir(NT/RIT)
SIC(TE)

S.O(TS-II)

16/5/18

File No.13-18/2015-ICC

Education Bureau

Attachment:Revised SOPs.pdf

2

A. Gitesh Sarma
Additional Secretary(MD)

विदेश मंत्रालय, नई दिल्ली
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI

No. [illegible] AS(MD)/17

Dated [illegible] April 2018

Subject: Revision of Standard Operating Procedures (SOPs) with respect to MoUs Agreements with foreign countries.

Dear Secretary,

Please refer to this Ministry's DO No. 05/ Monitoring Cell/17 dated 29.8.2017 on the aforementioned subject forwarding the revised SOPs to various Ministries, which provide guidance with regard to entering into MoUs/ Agreements with foreign countries.

2. The SOPs circulated earlier have been partially modified under para 'G' of the SOPs to provide for exemption from uploading those which are of a classified nature. A copy of the updated SOPs is enclosed. This issues with the approval of Foreign Secretary.

With regards,

Yours Sincerely,

(A. Gitesh Sarma)

Secretaries of all Ministries as per list

Ministry of External Affairs, Jawahar Lal Nehru Bhawan, Delhi -110011
Tel. +91-11-49015407; E-mail: aspol@mea.gov.in

Guidelines/SoP on the conclusion of International Treaties in India

CONTENTS:

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The guidelines/SoP and practice concerning negotiation and conclusion of international treaties and related aspects thereto are set out below

A. International Practice:

Under international law, the law and practices pertaining to treaties is governed by the Vienna Convention on the Law of Treaties, 1969. Although, India is not a Party to the Convention, it follows its provisions in practice. The Convention codifies the law, practice including norms concerning the international treaty-making. The Vienna Convention refers to 'treaty' in its generic sense and defines as "an international agreement concluded between States in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation".

Thus, the term 'treaty' covers all forms of international instruments, namely, treaty, convention, agreement, memorandum of understanding, protocol, etc irrespective of nomenclature, all negotiated and concluded international instruments create legal rights and obligations between the parties.

The parties to a treaty may agree for its entry into force either on the date of signature, or may make entry into force subject to ratification. In the former scenario, the treaty will become effective immediately on signing. Where however, entry into force of a treaty is subject to ratification, signing would only reflect the intent of the country concerned to be bound to its provisions, and will have the binding effect only on ratification.

The "treaties" assume a variety of form and style, but they are all governed by the law of treaties, which is part of customary international law. Different nomenclatures used in the international relations are Agreement, Convention, Protocol, Memorandum of Understanding, Memorandum of Cooperation, Memorandum of Association, Charter, Covenant, Pact, Statute. There are less formal agreements sometimes through "exchange of notes", "letter of intents", or "exchange of letters".

Different Nomenclatures used by States in their practice:

- **Treaty:** Used for formal agreements between States, subject matter and provisions of which are governed by international law. A 'treaty' is a formally concluded and ratified agreement between States. The term is used generically to

refer to instruments binding at international law, concluded between international entities (States or organizations). Under the Vienna Conventions on the Law of Treaties, a treaty must be (1) a binding instrument, which means that the contracting parties intended to create legal rights and duties, (2) concluded by states or international organizations with treaty-making power, (3) governed by international law and (4) in writing. Treaties may be bilateral (two parties) or multilateral (between several parties) and are usually binding only on the parties thereto.

- **Convention:** Usually used for multilateral agreements. This generic term is synonymous with that of "treaty". Conventions are normally open for participation by the international community as a whole, or by a large number of States. Usually the instruments negotiated under the auspices of an international organization are entitled conventions[1].

- **Agreement:** Formal and legally binding arrangements with a defined scope and fewer parties. Agreements are the instrument by which states and other subjects of international law, such as certain international organizations, regulate matters of concern to them. Agreements are more often used in the bilateral contexts. Again, the "agreement" is also synonymous of "treaty".

- **Protocol:** Usually an ancillary agreement to the existing instrument.

- **Declaration:** The term 'declaration' is normally used for bilateral or multilateral instruments which by nature are declaratory and not legally binding. For instance, human rights declaration.

- **Memorandum of Understanding (MoU):** A less formal agreement, usually of an administrative or technical in nature. MoU is used where the subject matter is not essentially governed by the international law. MoUs are preferred where the matter being essentially technical or administrative in nature which may change frequently according to suitability of the Parties, for e.g. in the fields of education, technology, cultural cooperation, sports, youth affairs, etc.

As per the practice of many of the countries around the world (for e.g. the

[1] UNICEF Document on the Convention on the Rights of the Child

[2] https://www.britannica.com/topic/international-agreement

US), the key difference between MoUs and treaties is whether or not there is an intention to create legally binding obligations. However, Indian practice does not fully subscribe to this idea wherein the nature of the instrument is determined based on its contents and not on the basis of its title.

- **Memorandum of Cooperation (MoC):** A less formal agreement, usually of an administrative or technical nature of limited duration. MoCs could be concluded under the umbrella of a certain framework agreement. It is synonymous of MoU.

- **Memorandum of Association (MoA):** Akin to MoU and MoC, these are less formal arrangements designed for starting cooperative activities and exchanges. MoAs could be concluded under the umbrella of certain framework agreement.

- **Letter of Intent/Statement of Intent:** The letter of intent (LoI) is a non-binding statement that acknowledges parties' intent to explore the possibility of collaboration and cooperation in the relevant areas contained therein. Letters of intent are appropriate when a new project/undertaking is being initiated, and the specific areas of formal cooperation between parties are yet to be identified and negotiated. The letter of intent can serve as a gesture and the willingness to discuss the possibilities and opportunities to establish cooperation in certain areas. On the identification of specific areas and reaching the stage of preparedness and maturity, the parties may negotiate and conclude formal treaty.

- **Exchange of Notes/Letters:** It is a method of concluding an agreement in situations where due to time constraint or emergency, States do not have enough time to negotiate a formal agreement. This method may also be used for amending/terminating an existing instrument through diplomatic channel.

Notes may also be exchanged to extend the validity of a treaty. The exchange of notes and correspondences related thereto is conducted through the diplomatic channels.

Therefore, the choice of the nomenclature depends upon the negotiating States. The determination of status of an international instrument as an international treaty in terms of Vienna Convention on Law of Treaties depends on

the contents thereof and the factor whether or not that instrument is governed by international law.

B. Indian Practice

According to the Indian Constitutional scheme, making of international treaties is an executive act. A treaty is concluded with the approval of the Union Cabinet. It is not placed before the Parliament for discussion and approval. However, where the performance of treaty obligations entail alteration of the existing domestic law or requires new enactment, it would accordingly require legislative action.

C. Role of MEA (L & T Division):

The Legal and Treaties Division of MEA renders legal opinion on all international law issues to the Government as a whole. It scrutinizes international instruments for consistency with international law and with India's international rights and obligations. The Division forms part of Indian delegations, in the capacity as legal advisers, in international conferences, and in bilateral negotiations locally and abroad. The Division participates in the drafting of Indian legislation giving effect to the provisions of a treaty in India including amendments thereof, when required, for implementing the treaty obligations. On conclusion, treaties are forwarded to the Legal and Treaties Division for depository functions and safekeeping.

D. Treaty making formalities:

(i) Drafting and Negotiation:

The Ministry of External Affairs is overall in-charge of international treaty making activities. The administrative Ministry is the nodal agency for preparation of drafts, consultations and negotiations.

Multilateral treaties are mostly negotiated in international conferences. In the case of bilateral treaties, concerned administrative Ministry, on preparation of draft text of the treaty, in consultation with other stake holders, submits the same with the approval of the Minister concerned to the Ministry of External Affairs (Legal and Treaties Division) for vetting before it is sent to the other country for

consideration, through diplomatic channels.

To the extent possible, modern means of communication including emails, video conferencing, teleconference should be used by the stakeholders to negotiate bilateral treaties except, security related matters.

(ii) Approvals:

After the text of the Treaty has been negotiated and finalized, the administrative Ministry processes for necessary approvals of the Minister concerned and thereafter the External Affairs Minister's approval is obtained. The administrative ministry then moves Cabinet Note for its approval.

According to the Second Schedule to the Government of India (Transaction of Business) Rules, 1961, the approval of the Cabinet is imperative for all treaties (which include conventions, agreements, MoUs, MoCs, MoAs & protocols etc.,) to be signed with any foreign agency/country[3]. These instructions are also applicable to all subordinate/attached offices including Statutory bodies and authorities of Ministries/Departments and the various Commissions under the Constitution[4], except in the following cases:

(a). Cultural Agreements and Agreements on Science and Technology not impacting the national security or our relations with other countries which are duly approved by the Minister-in-Charge of the Department concerned and the Minister of External Affairs and where requisite inter-Ministerial consultations in terms of rule 4 have been carried out may only be circulated to the Cabinet for information;

[3] Refer para 2(a) of the Cabinet Secretariat's O.M. No.1/48/6/2015-Cab, dated 3 June 2015, O.M. No. 1/48/6/2015-Cab, dated 24 April 2015, O.M. No. 1/50/3/2014-Cab., dated 9 February 2014.
[4] Refer para 2(iii) of the Cabinet Secretariat's O.M. No.1/48/6/2015-Cab, dated 3 June 2015.

(b) Such foreign Aid Agreements and Commercial Agreements, which are duly approved by the Minister-in-charge of the concerned Department and as are within the broad frame-work already approved by the Cabinet need not be formally placed before the Cabinet

In case of any doubt as to whether approval of Cabinet is required for concluding a particular agreement/MoU, the matter may be referred by the Administrative Ministry to the Cabinet Secretariat for a decision. Proposal for obtaining the Cabinet approval should be sent to the Cabinet Secretariat well in advance obviating the need for rushing such proposals at the last moment[3]. However, the Ministries/Departments may submit the proposal under Rule 12 of the Government of India (Transaction of Business) Rules, 1961 **only** if there is an extreme urgency or unforeseen contingency. Cabinet Notes seeking approval for signing of MoUs are to be prepared sufficiently in advance of the proposed visit so as to preclude the need to seek approval under Rule 12[4]. If MoUs requiring prior Approval of the Cabinet are signed after obtaining approval under Rule 12, they are required to be submitted for *ex post facto* approval of the Cabinet or for information as the case may be, within **one month** of the signing of such MoU. In case of any delay, the Note should detail the specific reason(s) and justification(s) in submitting the Note before the Cabinet after the prescribed time period[5].

The Ministries/Departments using the title of the instrument as MoU, it must provide the rationale for the same while sending to the Cabinet. Ministries/Departments should also enclose a list and status of existing MoUs while seeking approval of a new MoU[6]

[3] Cabinet Secretary's D.O. No. 1/13/4/2017-Cab., dated 22 November 2007; D.O. No.1/3/2/2012-Cab., dated 23 November 2012

[4] Cabinet Secretary's D.O. No. 1/48/6/2015-Cab., dated 24 June 2015

[5] Cabinet Secretary's D.O. No. 1/48/6/2015-Cab., dated 14 August 2015

[6] Cabinet Secretariat's O.M. No. 1/48/6/2015-Cab., dated 3 June 2015; Cabinet Secretariat's O.M. No. 1/50/2/2014-Cab., dated 9 February 2015

After obtaining the necessary approvals as indicated above, the text of treaty/agreement may formally be signed and concluded with foreign governments. For the purpose of signing, the concerned administrative Ministry in consultation with the MEA, designates a person to sign the treaty representing the Government of India.

(iii) Full Powers:

The person designated for signing the treaty would require Full Powers from the President of India authorizing him to sign. The Concerned administrative Ministry provides the name, title, position, etc of the person designated to be named in the Instrument of Full Powers, along with the finalized text of the treaty, Cabinet Note and the Cabinet approval to the Legal and Treaties Division, which prepares and processes the Instrument of Full Powers for favour of the signature of the President.

It may however be noted that the Head of the State, Head of Government and Minister for Foreign Affairs, do not require Full Powers to sign or authenticate a treaty, by virtue of their office and functions. Thus, based on the international law and practice, the President, Prime Minister and the External Affairs Minister of India do not require Full Powers.

Ambassadors or High Commissioners may initial treatres with the country to which they are accredited. They would however require Full Powers if designated to sign the treaty formally.

Full Powers are not required when a treaty is signed in the presence of the President or the Prime Minister of India.

(iv) Ratification:

Where a treaty does not provide for its entry into force upon its signature only, and makes it subject to ratification, the treaty requires ratification. Multilateral Treaties are, however, always subject to ratification. The treaty is ratified by obtaining the Instrument of Ratification under the signature and seal of the President of India

In order to ensure that India is in a position to efficiently discharge all

obligations emanating from the treaties/agreements, ratification/accession should be undertaken only after the relevant domestic laws have been amended, or the enabling legislation has been enacted in cases where there are no domestic laws on the subject. Therefore, proposal for entering into such treaties/agreements should specifically state that such ratification or accession will be made only after amending the relevant domestic laws, or enacting appropriate legislations[5]

The Concerned administrative Ministry submits the Cabinet Note, Cabinet approval and three clean copies of the signed treaty in Hindi (where signed in Hindi) and in English languages. The instrument of ratification is prepared by the Legal and Treaties Division of MEA and processed for favour of signature of the President.

In case of a bilateral treaty, it becomes effective on the exchange of instruments of ratification or through notification, as the case may be, which will be effected through diplomatic channels.

In case of a multilateral treaty, the instrument of ratification is to be deposited with the depository to the treaty. The States may agree to a specific number of ratifications required for its entry into force.

(v) Accession:

Accession is the procedure for becoming a party to a treaty where a country has not signed the treaty during the period it was open for signature. In such a situation, a country accedes to the treaty without having signed it. Most of the multilateral treaties provide for accession, through which States may become Parties to such treaty.

The Concerned administrative Ministry is required to submit the Cabinet Note, Cabinet approval and three clean copies of the treaty to L&T Division. The instrument of accession is prepared by the Legal and Treaties Division of MEA and processed for favour of signature of the President. It is then deposited with the depository of the Treaty

[5] Cabinet Secretariat's O.M. No. 1/03/2010-Cab., dated 23 August 2010

(vi) Credentials:

Credentials confer the authority to participate in negotiations as representatives of the Government of India, and to initial the treaty at the conclusion of negotiations. The purpose of initialing is to confirm the status of the text of the treaty negotiated. The credentials where required, are obtained by the concerned Territorial Division of MEA.

(vii) Amendment of a Treaty:

Normally, treaties contain provisions in their final clauses stipulating procedure for their amendment. The parties may agree for amendment of the treaty at any time by mutual written consent of the parties. A state party may, at any time, propose an amendment, which, on negotiations, may be approved or rejected in whole or in part by the parties. The parties may agree for the entry into force of an amendment either through the same procedure as applicable for the entry into force of the treaty or a different one.

(viii). Review of Treaties:

Most of the bilateral Agreements/MoUs contain a clause for the periodical review of the activities undertaken under the Agreements/MoU. Besides, the Concerned Ministries shall review their treaties from time to time and shall send a report at the end of each year to the concerned Territorial Division of MEA apprising about the implementation activities undertaken, and the status of the treaty i.e. whether its validity is continuing or has expired. If expired whether it is to be renewed or there is no necessity of renewal.

E. Guidelines/SoP concerning the conclusion of Twinning Agreements with the Provincial Governments of Foreign Countries:

Ministry of External Affairs has considered the emerging trend of State Governments/agencies in entering into Agreements with the provincial Governments of other Countries for promoting/enhancing cooperation in investments, industry, commerce, culture, health, tourism and other areas and is of the view that such proposals should be considered on a case-by-case basis by the concerned Administrative Ministry, taking into account the nature, scope and

overall usefulness of the understanding being entered into.

The Policy of twinning may include the following elements:

i) Twinning may be considered where they could lead to expansion of investment, trade, technological, culture, tourism educational and other cooperation to the benefit of India.

ii) Proposals for twinning of bordering States with their counterparts in neighboring countries involving issues relating to policies and security will normally not be agreed to.

iii) A broad plan of cooperation with details of cooperative activities will be submitted by the State interested in entering into twinning arrangements with the province of a foreign State along with the financial resources available for carrying out such activities iv) The process for completing agreements between States/Provinces need to be carefully examined by the concerned Ministry with other stakeholders before sending for MEA's approval, including vetting by the MEA (Legal and Treaties Division)

v) The Ministry of External Affairs must be kept informed of all treaties/Agreements/MoUs related actions, such as signature, and entry into force, action plan, and review status. The copy of all concluded Agreements/MoUs should be sent to the Ministry of External Affairs (L&T Division) for information and record purpose.

vi) There should be a review of the twinning arrangements annually. The Concerned State Government will send a report at the end of each year to the concerned Territorial Division of MEA and concerned administrative Ministry about the implementation of arrangements and their status i.e. whether its validity is continuing or has expired If expired whether renewed or there was no necessity of renewal. In case any activity has negative or adverse implications on our national interest or bilateral relations, it shall be immediately discontinued. Twinning may be allowed only with a limited number of foreign provinces.

vii) These instructions are applicable to all subordinate/attached offices including statutory bodies and authorities of Ministries/Departments of the State

Government and the various Commissions under its authority

F. Guidelines/SoP concerning the Twinning Arrangement between the Cities:

Ministry of Urban Development (MoUD), Government of India is the nodal Ministry at the central level for the Scheme Twinning Arrangements between the Indian Cities and that of foreign countries.

In case of proposal for arrangement with a foreign city the State Government concerned should follow the guidelines issued by the MoUD. After it is agreed to twin a foreign city with an Indian city, an agreement may be reached on specific objectives of twinning within the broad framework of objectivises

After scrutiny of the proposal submitted by the State Government, the MoUD shall seek the concurrence from Ministry of External Affairs (political and legal angle) before finalizing the said arrangement

G. Indian Treaty Database Section (Legal and Treaties Division):

The Treaty Section in the Office of the Legal and Treaties Division is the official custodian of all international treaties to which India is a party. Other Administrative Ministries deposit all original treaties and certified copies of multilateral treaties as well as any necessary communiqué/documents concerning the status and implementation of international treaties with the MEA (Legal and Treaties Division) for custodial purposes. As soon as treaties are signed, the concerned Ministries/Departments or Divisions of the MEA are required to send their soft copies (both in Hindi and English), which are not classified/confidential in nature[16], to the Legal and Treaties Division for the purpose of uploading them into the Indian Treaty Database at MEA website **(www.mea.gov.in/Treaty.htm)**.

ANNEX- I

Checklist to be followed for the purpose of concluding bilateral Treaties:

1. The Ministry of External Affairs & concerned Administrative Ministry hold

[16] As per the Government of India policy, classified/confidential treaties are exempted from posting/uploading on the Indian Treaty database. *Ref: Cabinet Secretariat's Communiqué I.D.No. 141/1/11/2016-TS, dated 03-01-2018)*

consultation about the desirability of a Treaty with a particular country;

2. The Administrative Ministry moves the proposal/Draft through MEA to the country concerned for consideration;

3. Administrative Ministry, in consultation with stakeholders, prepares a draft.

4. The Administrative Ministry make sure that the text of the treaty is seen and vetted by the MEA (Legal and Treaties Division) before proposing to the foreign country concerned for consideration.

5. The composition of the Indian delegation for negotiating treaties should include representatives of MEA to ensure proper advice on international legal issues and policy;

6. In case of bilateral negotiations, all correspondence regarding the scheduling of negotiations, composition of delegations, dates of signing, exchange of ratification instruments etc should be forwarded through the Ministry of External Affairs,

7. Views/opinion on the treaty's consistency with **domestic law** must be obtained from the Department of Legal Affairs, Ministry of Law and Justice;

8. Cabinet Notes proposing for seeking Cabinet approval for signing and ratification/accession of treaties must be sent to the Ministry of External Affairs for approval/concurrence from the political and legal angles;

9. Full Powers from the President of India authorizing the person named to sign a treaty on behalf of the Government of India should be obtained;

10. Requests for obtaining Instruments of Full Powers, Ratification and Accession must be sent to the MEA along with the required documentation/approvals.

11. Requests for credentials for participation in international conferences should be obtained through the UNES Division of the Ministry of External Affairs;

12. The Ministry of External Affairs must be kept informed of all treaty actions, such as signature, ratification and entry into force. The original instrument of all treaties should be sent to the Ministry of External Affairs (L&T Division) which is the custodian of all treaties of Govt. of India for record purpose.

[Should any clarification be required on the above guidelines, it could be sought from **Joint Secretary (L&T), Ministry of External Affairs** [Tel: 49015269, Fax: 49016643; **email**: jslegal@mea.gov.in]

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ANNEX- II

STRUCTURE/FORMAT OF AN AGREEMENT (MOU):

Drafting of Treaties:

As all elements of international agreements need to be agreed by the respective parties. The drafting style will also depend on the agreement between the parties. The guidelines on drafting are therefore indicative although not necessarily always attainable.

An Agreement/MoU needs to be in the below format:

A. Title & Parties

B. Preamble/Recitals

I. Article - I: Definitions

II. Article - II: Objectives

III. Article - III: Areas of Cooperation

IV. Article - IV: Forms of Cooperation

V. Article - V: Central Authority

VI. Article - VI: Implementation & Joint Working Group

VII. Article - VII: Financial Arrangement

VIII. Article - VIII: Protection of Intellectual Property Rights

IX. Article – IX: Protection of Confidential Information

X. Article - X: Revision & Amendment

XI. Article – XI: Settlement of Disputes

XII. Article - XII:: Entry into Force, Duration, Renewal & Termination

C. Concluding Paragraph

D. Signature Clause

The Parties:

Treaties are concluded between governments/departments. The Indian side is cited as "*the Government of the Republic of India*"

Sequencing of articles:

If an article on "Definitions" is required, this should be placed at the very beginning of the Treaty just after the Preamble. Definitions should be listed in alphabetical order

If an article on the "Objective" or "Purpose" is included, it should be

included after the article on Definitions. Substantive clauses follow the definitions. Standard articles on Settlement of Disputes, Amendment and the final clauses on Entry into Force and Duration and Termination follow the text of the Treaty.

Preamble/Recitals:

An international Treaty usually has a preamble that is not intended to constitute substantive provisions or create legal obligations. However, preamble works as a window through which the substance of treaty provisions and intent of negotiating parties is peeped into. The contents and the size of preamble depends on subject and nature of the treaty.

Preamble sets out the background and context of the Treaty and is used as an aid to the interpretation of the Treaty.

Example.

RECALLING that an Agreement was entered into on 19 September 1969 between the Government of the Republic of India and the Government of the _____ concerning the establishment and operation of a _____ scheme, for the _____ (purpose) for use within the territories of India and other countries;

RECOGNISING that conditions have changed considerably since the conclusion of the said Agreement, which consequently no longer reflects the realities of the situation in the region;

DESIRING THEREFORE to enter into a bilateral Agreement which will take account of the changed conditions prevailing in the region;

HAVE AGREED AS FOLLOWS.

Or

"WHEREAS the Government of the Republic of India and the Government of the _____ (hereinafter individually referred to as the "Party or Contracting State or Participant" and jointly referred to as the "Parties or Contracting States or Participants"); are desirous to consolidate and strengthen their friendly ties and reciprocal understanding; and

WHEREAS the Parties are conscious of the desirability of promoting, to the

greatest possible extent the mutual knowledge, experience and understanding of their respective human and developmental needs in the field of _____, by means of friendly cooperation between them:

Have reached the following understanding

Headings and numbering:

It is always helpful if headings/subtitles are provided for each Article.

The substantive provisions are divided into Articles, Sub-Articles, Paragraphs and Sub-Paragraphs. Articles are numbered either in Arabic or capital Roman numbers

Sub-articles are numbered in Arabic numbers, paragraphs in alphabetic letters and sub-paragraphs in small Roman numbers. Capital letters are used and the Article and Subtitle are centered. e.g.

ARTICLE 4

or

ARTICLE IV

AREAS OF COOPERATION

Areas of Cooperation

Considering the requirement, the Parties may list out the areas of cooperation.

Each Party will endeavor to take necessary steps to encourage and promote cooperation in the following areas and/or forms:

a.

b

c.

Forms of Cooperation

In which forms the cooperative activities are proposed to be carried out can be listed under this heading.

Specific activities in the areas of cooperation listed in Article I may include cooperation in Research and development, Training, Visit of delegates and experts etc

In case MoU contemplates exchange of resource persons, experts or students as a form of cooperation, eligibility/process for selection of such participants as well as the frequency of such programmes should be included in the MoU.

Action Plan, Objectives & Deliverables

The action plan is a dynamic strategy for meeting the requirements of the MOU drawn by the Administrative Ministry. Action plan contains the list of deliverables, scope and areas of cooperation contemplated under the framework of an MoU. Therefore, MoUs should spell out specific objectives to be achieved by comprehending all the activities to be included in the MoU. Scope and areas of cooperation should be clearly mentioned.

These activities are to be listed item-wise based upon the object to be achieved under the MoU and the intention of the Parties thereto

Central Authorities

The Agreement/MoU should identify the Central Authorities respectively, who are the nodal points for contacts to each of the Parties under the Agreement/MoU. The Central Authority is responsible for implementation of the schemes of the treaty including receiving, sending examining the requests.

The Parties shall designate the following authorities as Central Authorities to implement the provisions of the Agreement/MoU.

Implementation/Review

Implementation of the provisions of an Agreement/MoU vests with the mechanism created under the MoU It is preferable for the Administrative

Ministries to have a periodic review of the activities undertaken under the MoU. Therefore, an institutional set up, within the framework of an Agreement/MoU may be set-up

"Within the framework of this Agreement/MoU, in order to exchange views and draw a road map for enhancing cooperation, both sides may constitute a Joint Working Group (JWG). JWG is composed of equal number of the representatives from each side. Such a Joint Working Group may conduct periodical meetings and reviews, preferably bi-annually, in the respective countries alternately".

or

"The Parties shall hold working level meeting in order to implement the purpose of the Agreement/MoU effectively, and the details of such meetings will be decided by the Working level meeting".

Financial Arrangement

Financial modalities to carryout the activities mentioned in the MoU need to be set out under this paragraph. This may include joint sharing of expenses; travel expenses arrangement and so on.

Protection of Intellectual Property Rights

If any research activity or productive activities giving rise to intellectual property rights, the ownership and utilization of the same may be provided here. This clause needs to be cleared by the Department of Industrial Policy & Promotion (DIPP)

Protection of Confidential Information

If any confidential information, trade secrets are exchanged, a clause to protect them from disclosure may be included.

All information and documents to be exchanged pursuant of the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not share such information with third Parties or use the information for purposes other than that specified, without the prior written consent of the other Party.

Settlement of Disputes

If any difference arises between the Parties while carrying out the activities under the MoU, it shall never be referred to international adjudication. Unless it is in commercial in nature, arbitration should also be avoided.

"Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties to the dispute."

Amendment

An Agreement/MoU usually would have a provision for amendment like:

"This Agreement may be amended at any time by mutual written consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel."

Entry into force

"This Agreement shall enter into force on the date of its signature thereof by the Parties."

Or

This Agreement shall be subject to ratification.

Or

This Agreement shall come into force after the completion of the internal legal procedures necessary for the entry into force of the Agreement.

Or

"The Parties shall notify each other in writing when their respective constitutional requirements for entry into force of this Agreement have been fulfilled. This Agreement shall enter into force on the date of the last written notification."

The situations where the Agreement/MoU is not entering into force on signature, and is subject to ratification or completion of constitutional legal procedure etc., would require ratification.

It frequently happens that the other party will require an entry into force

clause that requires notification of the completion of the constitutional procedures. This is acceptable. However, the Administrative Ministry should note that the selection of this wording would require an additional administrative step, namely that a Diplomatic Note must be sent. In these cases, the concerned administrative ministry should request the relevant Territorial Division of the Ministry of External Affairs send such a Note.

Where ratification or accession is to be expressively provided for, the correct format must be used in consultation with Legal and Treaties Division.

Duration and Termination

"This Agreement shall remain in force for a period of ..... years. Thereafter, it may be renewed automatically for further successive periods of ..... years at a time"

or

"The Agreement shall continue for a term of three years. Thereafter, it will be renewed for further periods by mutual written consent of the Parties" unless terminated by either Party by giving . months written notice in advance to the other Party of its intention to terminate this Agreement through diplomatic channels.

A Party terminating this Agreement shall remain bound to contractual relationships to which it is a party and to its obligations there under, until they are fulfilled.

Or

"This Agreement shall enter into force on the date of signature and remain in force for an indefinite period unless terminated by either Party giving ..... months written notice in advance of its intention to terminate the Agreement through the diplomatic channel.

"Termination of this Agreement shall not affect any programmes undertaken prior to the termination of this Agreement, unless otherwise agreed upon by the Parties."

Or

"The termination of this Agreement shall not affect the completion of any unfulfilled obligation at the moment of its termination, unless otherwise agreed by the Parties."

Renewal Clause:

Renewal clause is to be included based on the requirement of the Administrative Ministry and the wish of the Indian counterparts, keeping in mind the utility and diplomatic relationships. Renewal could be either (i) for a specific period or (ii) for an indefinite duration.

It may be suggested not to have automatic renewal clauses resulting in the indefinite application of the provisions of an Agreement unless it is required from the point view of functional requirement or diplomatic sensitivity. If at all renewal clause is required, it is suggested to be term specific.

"After the initial term, this Agreement/ MoU may be renewed for a further term of.... years".

Or

"This Agreement/ MoU may be renewed for further term(s) as agreed by the Parties in writing".

Or

"After the initial term, the Agreement/ MoUshall be automatically renewed for an equal term until it is terminated by either of the Parties".

Concluding and Signature Clauses

"IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Treaty

Done at _____ on _____ day of _____ 20-- in two originals, each in the Hindi, _____ and the English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

Or

Concluding and Signature Clauses

"IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Treaty

Done at _____ on _____ day of _____ _.. 20-- in two originals, each in the Hindi, ... and the English languages, all texts being equally authentic. In case of divergence in interpretation the English text shall prevail

Or

Signed/Done at_____ on _____ day of _____ 20-- in two originals in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA	*FOR THE GOVERNMENT OF THE* _____
Name:	*Name:*
Designation:	*Designation:*

BoG 45.25 To consider the proposal for appointment of Professor Emeritus and Faculty on contract.

The MHRD vide letter F.No.33-9/2011-TS.III dated 15.01.2014 had notified the norms for implementation of the four-tier flexible faculty structure in NITs which is to be adopted by the Board of Governors. The same was placed before the Board in its 33rd meeting vide item No. 33.11 held on 04.06.2014. The Board decided as under:

> *"The Board noted the norms for the implementation of 4-tier flexible faculty structure and adopted the Recruitment Rules and Guidelines as contained in the MHRD letter F.No.33-9/2011-TS.III dated 15.01.2014 along with Annexures I-III and even number letter dated 28.01.2014."*

In the Recruitment Rules notified by the MHRD, Govt. of India vide O.M. dated 15th January, 2014, there is a provision for the recruitment of Professor Emeritus and Faculty on Contract.

In this letter, it has been mentioned that in addition to its regular faculty, an institute may augment its intellectual capital by hiring additional scholastic resource through different types of secondary faculty positions. Such faculty members contribute significantly to the department in terms of sharing teaching tasks and enhancing research out put. Academic contributions and decisions (e.g. award of grades) of such faculty members shall have the same legal validity as those of regular faculty members. The primary purpose of hiring emeritus faculty is to receive the honor of hosting distinguished professional and academicians, and not off-loading of routine teaching activity.

The appointing authority of emeritus professors and contractual faculty shall be the BOG considering that in the latter case Government money needs to be spent on salary. The following are guidelines for hiring Professor Emeritus and Faculty on Contract:

> ***"Professor Emeritus:***
>
> *Faculty superannuating from service in NITs and comparable institutions may be inducted by the Board as Professor Emeritus for a maximum period of 3 years. This provision is limited to faculty with suitable externally sponsored projects or comparable activities, in addition to shouldering normal teaching responsibilities. Such appointment shall be made against sanctioned faculty posts only.*

Faculty on Contract:

When regular faculty positions cannot be filled, the Board at its discretion, may full up sanctioned faculty positions "on contract", where the terms of separation will be far easier than those of regular faculty. Other facilities and mode of selection, to the extent possible, will be same as those for regular faculty. Examples of contractual faculty will include Assistant Professors without Ph.D. degree under the 3 tier system or Assistant Professors during the first 3 years after Ph.D. under the 4 tier system, faculty considered in absentia, and distinguished professors and engineers/scientists who have retired from other organisations."

At present the Institute has been observing following difficulties for the recruitment of faculty positions:

(i) The Institute had invited applications for the recruitment of 81 posts of Assistant Professors vide advertisement No. 21/2017. The last date for the receipt of applications was 27.12.2017. Further process on this advertisement, could not be initiated due to the stay order dated 15.12.2017 passed by the Hon'ble High Court of Punjab and Haryana, Chandigarh in the CWP No. 28626 of 2017 titled Amit Goyal and others Vs NIT, Kurukshetra and another.

Thereafter, applications were invited for the recruitment of 36 posts of Associate Professors vide an advertisement No. 03/2018. The last date for the receipt of applications was 23.02.2018. The interviews for this recruitment could not be held due to the stay order dated 07.05.2018 passed by the Hon'ble High Court of Punjab and Haryana, Chandigarh in CWP No. 11055 of 2018 titled Dr. Ashwani & others Vs Union of India & others and CWP No.5516 of 2018 titled Pankaj Verma and others Vs Union of India and others.

A copy of the relevant pages of the Recruitment Rules notified by the MHRD, Govt. of India are annexed herewith as *Annexure - 45.25(i) from pages 250 to 254.*

To run the classes smoothly in the Institute and to manage the teaching activities in various disciplines, the following proposals are submitted:

To appoint Professor Emeritus and Faculty on Contract against vacant faculty positions as per the provision given in the Recruitment Rules as notified by the MHRD on 15.01.2014.

(i) The salary of Professor Emeritus will be consolidated at the level of Professor and may be determined as salary equal to last pay drawn less pension or over and above as decided by the Board.

(ii) The salary of Faculty on Contract will be consolidated at the level of Assistant Professor at the level 10/11/12, Associate Professor at the level of 13A2 and Professor at the level of 14A of Pay Matrix as per 7th CPC or over and above as decided by the Board, considering the qualification and experience.

The matter is placed before the Board for consideration.

Annexure-45.25(i)

F.No.33 – 9 / 2011 – TS.III
Government of India
Ministry of Human Resource Development
Department of Higher Education
NITs Division

Shastri Bhawan, New Delhi,
dated, the 15th January, 2014

To

The Directors of the 30 NITs.

Subject:- **Implementation of 4 – tier flexible faculty structure in the National Institutes of Technology (NITs) – regarding.**

Sir / Madam,

I am directed to refer to this Ministry's letter of even number dated 23rd August, 2013 and 12th December, 2013 on the subject cited above.

2. The meeting of the Committee constituted to devise norms for implementation of the four-tier flexible cadre (faculty) structure for both the new and the existing faculty in NITs, IIITs and ISM–Dhanbad was held under the Chairmanship of Additional Secretary (TE) on 16th December, 2013 (Monday) at Ministry of Human Resource Development, Shastri Bhawan, New Delhi.

3. The Committee in its aforesaid meeting resolved the following:-

(i) That there would be no automatic migration to the salaries and AGP's of the four-tier flexible faculty structure

(ii) Any change of the Grade Pay under Four-Tier will be purely through open advertisements and on the recommendation of duly constituted Selection Committees,

(iii) Those who do not fulfill the essential qualifications, relevant experiences and other essential requirements as in **Annexure – I [pages 3 to 4]**, however, will continue in the present grade.

(iv) As an eligibility criteria for the post of Professor, the requirement of minimum four year's experience at the level of Associate Professor shall mean that of Associate professor under the Four-Tier System i.e at the AGP of ₹9,500/- Associate Professors of three tier system with Academic Grade Pay of ₹9,000/- shall also be eligible but with seven year's experience, if they meet the relevant academic requirements for the post;

...contd /-

F.No.33 – 9 / 2011 – TS.III

(v) Professors with ₹10,500/- AGP will only be considered for HAG Scale in accordance with Ministry's letter dated 22nd March, 2013 and the concerned Professor has to have 6 (six) years of service in AGP of ₹10,000/- or higher; and

(vi) The academic criteria as approved by the Council of NITs [**Annexure – I**] has to be used in conjunction with the Ministry's letter F.No.33–9/2011–TS.III dated 23rd August, 2013 [**Annexure – II (pages 5 to 7)**] for selection under four-tier flexible pay structure

4. The Recruitment Rules and other guidelines to be adopted by the Board of Governors (BOGs) are attached at **Annexure – III [pages 8 to 22]**.

5 The NITs are advised to strictly adhere the aforesaid instructions for both the new and the existing faculty in NITs

6. This issues with the approval of the competent authority in the Ministry.

Yours faithfully,

[Rajesh Singh]
Director (NITs)

Encl : as above

Copy to.-

1. The Chairpersons, Board of Governors of National Institutes of Technology (NITs) for information and further necessary action
2 Guard File.

[Rajesh Singh]
Director (NITs)
Tel: 23073687

Adjunct, Honorary, Chair, Emeritus, Contractual, Visiting, Ad hoc and Temporary Faculty

In addition to its regular faculty, an institute may augment its intellectual capital by hiring additional scholastic resource through different types of secondary faculty positions. Such faculty members contribute significantly to the department in terms of sharing teaching tasks and enhancing research out put. Academic contributions and decisions (e.g. award of grades) of such faculty members shall have the same legal validity as those of regular faculty members. The primary purpose of hiring adjunct, honorary, chair, emeritus and visiting faculty is to receive the honor of hosting distinguished professionals and academicians and not off-loading of routine teaching activity. In contrast, the primary purpose behind hiring ad hoc, temporary or contractual faculty is to provide routine teaching services particularly when adequate number of regular faculty are not available

The appointing authority of adjunct, honorary and chair professors shall be the senate while that for emeritus professors and contractual faculty shall be the BOG considering that in the latter case Government money needs to be spent on salary. Director may appoint ad hoc and temporary faculty, who need to be given appointment at short notice and do not constitute a long term responsibility of the institute. The following guidelines will given the administrative details of hiring additional faculty

Adjunct Faculty

Reputed scientists, engineers, physicians, advocates, artists, civil servants bankers and other professionals, both serving and retired(from active service), can be inducted as Adjunct faculty. They will bring reputation to the institute, add valuable expertise and practical knowledge and complement the knowledge pool of existing faculty. The following will be some broad guide lines for selection of adjunct faculty

(i) They must be persons of repute comparable to at least the top one third of the regular faculty in professional expertise and reputation in their own fields and organizations.

(ii) Adjunct faculty will supervise student projects at all levels - UG to Ph D, carry out sponsored research and consultancy, and teach courses, all these activities either independently or in collaboration with a regular faculty. They may also be members of departmental committees, if their professional experience becomes useful. While teaching courses, they may take responsibility of a full semester-long course or only a part thereof in collaboration with a regular faculty. The degree of involvement will be worked out mutually by the adjunct faculty and the Institute.

(iii) Adjunct faculty will be appointed by the senate on recommendation of a committee headed by the director. Duration of appointment shall be between 1 and 5 years

(iv) Adjunct faculty will be provided with office room, secretarial services and other facilities depending on their involvement in academic activities.

(v) They shall receive no salary, fee nor any other compensation for their services. All direct expenses such as travel, accommodation, preparation of lecture material etc shall be reimbursed at actuals

(vi) Adjunct faculty may receive financial support at the discretion of the director to attend conferences in India or abroad for presenting their work done in the institute, if in the opinion of the director, he has contributed significantly to the institute's academic programme

Honorary Faculty

Institutes may honour distinguished academicians including its own retired faculty members by conferring on them the status of "Honorary Faculty". This status will be same as adjunct faculty except that: -

(i) Honorary faculty will be drawn from distinguished persons retired from active service, including the Institute's own retired faculty who commit to be engaged in substantial scholastic activity using facilities of the Institute and contribute academic services to the institute without compensation

(ii) Duration of appointment shall be "for 5 years" or "for life"

(iii) Directors of institutes appointed by the visitor in accordance with the provisions of NIT Act and statutes will automatically be "Honorary faculty for life" on completion of their tenure of service, irrespective of their level of engagement in institute activity in future.

Chair Professors

The Board may create a position of chair professor in a given department with or without a fixed specialization from money donated by an external agency or person. If sufficient funds are available to pay full salary and other benefits from the interest money, a new faculty post with terms identical to regular posts may be created. On the other hand, if limited funds are available, an existing regular faculty position or a secondary position under adjunct, honorary, visiting or contractual categories may be declared as an external chair where the donation received from the external agency will provide such benefits as top-up salary, travel grant or any other benefit to the incumbent

Professor Emeritus

Faculty superannuating from service in NITs and comparable institutions may be inducted by the Board as Professor Emeritus for a maximum period of 3 years. This provision is limited to faculty with suitable externally sponsored projects or comparable activities, in addition to shouldering normal teaching responsibilities. Such appointment shall be made against sanctioned faculty posts only.

Faculty on Contract

When regular faculty positions cannot be filled, to Board at its discretion, may fill up sanctioned faculty positions "on contract" where the terms of separation will be far easier than those of regular faculty. Other facilities and mode of selection, to the extent possible, will be same as those for regular faculty. Examples of contractual faculty will include Assistant Professors without Ph.D. degree under the 3 tier system or Assistant Professors during the first 3 years after Ph.D. under the 4 tier system, faculty considered in absentia and distinguished professors and engineers/scientists who have retired from other organisations

Visiting Faculty

Academic personnel from universities, institutes, R&D labs, industry or Government in India or abroad, including those on sabbatical leave from other institutions or retired, may be inducted into the institutions for brief periods (Maximum 2 years), with or

without remuneration. Such faculty members are expected to work full time taking academic responsibilities at par with regular faculty members. They may be appointed by Director on recommendation of the Head of the department, and a counterpart faculty member in the department who will serve as a host. Visiting faculty may be provided with mutually agreed honoranium and facilities (e.g. residential accommodation) on discretion of Director.

Ad. hoc appointments

To meet urgent need of faculty or to retain a brilliant candidate, the Director is empowered to make ad hoc appointment against sanctioned posts at all levels. Such appointment can be done for a maximum duration of 12 months, and shall not be extended even with breaks. A reasonable pay band, pay and AGP may be worked out, and increment may also be given as per rules. This pay shall not be binding on the selection committee, which may make its own decision, the formal appointment, if at all, shall carry its own pay unrelated to the ad hoc pay. Facilities such as residential accommodation, travel etc, normally available to faculty members, may be extended at discretion of Director. The director will make his decision basing on the recommendation of a small committee of senior faculty colleagues which will include at least one internal Board member, and one external subject expert. A Ph.D. degree with a superior academic career is a minimum requirement for ad hoc appointment at Assistant Professor level. Commensurate work experience in institutions of repute is necessary for higher posts.

Temporary Faculty

The director may recruit 'Temporary faculty' against sanctioned posts to tide over serious shortage of faculty to handle UG & PG teaching load. This will be possible only in departments where the number of faculty in position, not counting teachers on long leave, is below 0.75 x normal strength. The candidates need to have at least a Master's degree in Engineering or a doctorate in science/humanities with first class [60% marks or (GPA 6.5/10)] at both bachelor's and master's level. Selection can be made on recommendation of a committee of faculty members that must include at least one internal board member and one faculty member of another department. Presence of an external subject expert is not essential.

Duration of appointment shall be one semester to start, and may be extended on semester to semester basis on recommendation of the HOD. Maximum duration of appointment in the entire career of a person shall be limited to 5 semesters. A consolidated remuneration, proportional to the assigned duties may be worked out on mutual agreement. The temporary faculty may be permitted to work full time or part time depending on the remuneration paid to him. In addition to the consolidated remuneration, director may, at his discretion, extend residential accommodation, telephone, travel and other facilities.

x-x-x-x-x-x-x

BoG 45.26 To note the accreditation status of UG programme of National Institute of Technology, Kurukshetra.

The Institute applied for accreditation of UG programmes Civil Engineering, Electrical Engineering, Electronics & Communication Engineering & Mechanical Engineering. An Expert Team from NBA visited the Institute. The report of the accreditation visit was considered by Sectoral Committee and subsequently by the National Board of Accreditation in its meeting held on March 9, 2004. Based on the recommendations, the Competent Authority in NBA accreditated the following UG programmes for five years (19.03.2004 to 18.03.2009).

Sr. No.	Name of the Programme(s)	Accreditation status	Period of validity w.e.f. 19.03.2004
1	Electronics & Communication Engineering	Accreditated	5 Years (upto 18.03.2009)
2	Electrical Engineering	Accreditated	5 Years (upto 18.03.2009)
3	Mechanical Engineering	Accreditated	5 Years (upto 18.03.2009)
4	Civil Engineering	Accreditated	5 Years (upto 18.03.2009)

A copy of the letter received from National Board of Accreditation, New Delhi is enclosed as *Annexure - 45.26(i) on page 258*

The Institute again applied for the accrediatation by National Board of Accreditation in Tier-I format to UG Engineering programmes of Computer Engineering, Civil Engineering, Electrical Engineering, Electronics & Communication Engineering, Mechanical Engineering and Information Technololgy vide applications no. 2290 & 2293 dated 18.3.2017.

An Expert Team conducted on-site evaluation of the UG Engineering programmes during 15th – 17th December, 2017. The competent authority in NBA has

approved the following accreditation status to the programmes as given in the table below:

Sr.No.	Name of the Programme (s) (UG)	Basis of Evaluation	Accreditation Status	Period of Validity	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Computer Engineering	TIER-1 January 2016 Document	Provisionally Accreditated	Academic Years 2017-18 to 2019-2020 i.e. upto 30-06-2020	Accreditation status granted is valid for the period indicated in col.5 or till the program has the approval of the competent authority whichever is earlier.
2.	Information Technology		Provisionally Accreditated		
3.	Electrical Engg.		Provisionally Accreditated		
4.	Mechanical Engg.		Provisionally Accreditated		
5.	Civil Engineering		Provisionally Accreditated		
6.	Electronics & Communication Engg.		Accreditated	Academic Years 2017-18 to 2022-2023 i.e. upto 30-06-2023	

A copy of the letter received from National Board of Accreditation, New Delhi is enclosed as *Annexure - 45.26(ii) from pages 259 to 260.*

The students, who graduated during the validity period of accreditation, will be deemed to have graduated with an NBA accreditated degree.

The UG courses of Computer Engineering, Civil Engineering, Electrical Engineering, Mechanical Engineering and Information Technology have been accreditated provisionally for three years (Academic Years 2017-18 to 2019-2020 i.e. upto 30-06-2020). Full Accreditation for six years to these programmes will be accorded on fulfillment of the following requirements:

i) Faculty student ratio in the department to be less than or equal to 1:15 averaged for the previous three academic years including current academic year.

ii) Minimum 75% should be regular/full time faculty and the remaining shall be contractual faculty as per AICTE norms and standards.

For the programmes which have been granted provisional accreditation, the institute has to submit the compliance report at least six months before the expiry of validity of accreditation i.e. before 31st December 2019. The programmes will be eligible to be considered by the concerned committee in NBA for further processing of the accreditation status that could entail further extension of accreditation or a revisit, as deemed appropriate by NBA Committee.

After appraisal of the Chairperson's and Evaluator's Visit Reports, the summary is as under:

UG Programme	Marks obtained	Student Faculty Ratio (SFR)	Criteria (C)		Total Faculty reqd. (TFR)	Regular faculty reqd. (RFR) (75%)	Regular Faculty existing	Criteria not fulfilled for 6 years accreditation
			Y	C				
Civil	789	16.1	8	2	34	26	24	SFR, RFR
Mechanical	730	14.78	7	3	57	43	33	C>2, RFR, TFR
Electrical	781	12.42	9	1	38	29	29	RFR
Computer	747	17.56	8	2	43	33	23	SFR, RFR
IT	820	15.05	9	1				

The Board may note the accreditation status of UG programme of National Institute of Technology, Kurukshetra.

राष्ट्रीय प्रत्यायन मंडल (रा.प्र.मं.)
NATIONAL BOARD OF ACCREDITATION (NBA)

(constituted under clause 10(U) of AICTE Act 1987)

Dr. P. N. RAZDAN
Member Secretary

F. No. NBA/ACCR -172/2004
Dated 24/03/04

To
Director,
National Institute of Technology,
Kurukshetra-136 119, Haryana.

Sir,

Sub : NBA Accreditation to your institutional programmes

This is with reference to your proposal for accreditation of the following programmes and the NBA accreditation visit to your institution. The report of the accreditation visit was considered by the Sectoral Committee and subsequently by the National Board of Accreditation in its meeting held on **March 9, 2004**. Based on the recommendations of the Board, I am directed to convey the Accreditation Status of following under-graduate degree level programme(s) in Engg / Technology.

S.NO.	Name of Programme(s)	Accreditation Status	Period of validity w.e.f. 19-03-2004
1.	Electronics & Communication Engg.	Accredited	5 Years
2.	Mechanical Engg.	Accredited	5 Years
3.	Electrical Engg.	Accredited	5 Years
4.	Civil Engineering	Accredited	5 Years

(Total number of programmes Accredited vide this letter –Four)

The Accreditation Status awarded to the various programmes of your institution does not imply accreditation to the College/Institution as a whole. The full name of the Programme accredited and the period of validity of accreditation, as well as the date from which the award is effective, should be quoted unambiguously whenever it is used.

The Status awarded to the above programmes of your College/Institution are on the presumption that the Institute would maintain the current standards in future. If there are any changes that would effectively alter the status (such as, major changes in faculty availability or changes in the management structure, etc), the same shall be communicated to the Member Secretary NBA, with an appropriate explanatory note.

Yours sincerely
(P.N. Razdan)

C.C – (i) The Secretary Government of Haryana, Chandigarh.
(ii) The N.W.R.O. AICTE, Chandigarh.

(P.N.Razdan)

अखिल भारतीय तकनीकी शिक्षा परिषद, इंदिरा गांधी खेल परिसर, इन्द्रप्रस्थ एस्टेट, नई दिल्ली - 110002
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NATIONAL BOARD OF ACCREDITATION
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Tel: +91 11 2436 0620-22 Telefax: +91 11 4336 4933
Website: www.nbaind.org

NATIONAL BOARD of ACCREDITATION

Dated: 06-03-2018

F.No. 21-8-2010-NBA

To,

The Director
National Institute of Technology
Kurukshetra- 136119
Haryana

Subject: Accreditation status of programmes applied by **National Institute of Technology, Kurukshetra-136119 Haryana.**

Sir

This has reference to your applications No 2290 and 2293 dated 18/03/2017 seeking accreditation by National Board of Accreditation in Tier-I format to UG Engineering programmes offered by **National Institute of Technology, Kurukshetra- 136119 Haryana**

2 An Expert Team conducted on-site evaluation of the programmes during **15th- 17th December, 2017.** The report submitted by the Expert Team was considered by the concerned Committees constituted for the purpose in NBA. The competent authority in NBA has approved the following accreditation status to the programmes as given in the table below:

S.No.	Name of the Programme(s) (UG)	Basis of Evaluation	Accreditation Status	Period of validity	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Computer Engineering	Tier-I January 2016 Document	Provisionally Accredited	Academic Years 2017-2018 to 2019-2020 i.e., up to 30-06-2020	Accreditation status granted is valid for the period indicated in Col.5 or till the program has the approval of the competent authority, whichever is earlier.
2.	Information Technology		Provisionally Accredited		
3.	Electrical Engineering		Provisionally Accredited		
4.	Mechanical Engineering		Provisionally Accredited		
5	Civil Engineering		Provisionally Accredited		
6.	Electronics & Communication Engineering		Accredited	Academic Years 2017-2018 to 2022-2023 i.e., up to 30-06-2023	

3 It may be noted that only students who graduate during the validity period of accreditation will be deemed to have graduated with an NBA accredited degree.

Contd/...

4. In respect of the program which has been granted provisional accreditation, **National Institute of Technology, Kurukshetra- 136119 Haryana** should submit the Compliance Report at least six months before the expiry of validity of accreditation mentioned above to be eligible to be considered by the concerned Committee in NBA for further processing of the accreditation status. This could entail further extension of accreditation or a revisit, as deemed appropriate by NBA Committees.

5. The accreditation status awarded to the programmes as indicated in the above table does not imply that the accreditation has been granted to **National Institute of Technology, Kurukshetra- 136119 Haryana** as a whole. **As such, the Institution should nowhere along with its name including on its letter head etc. write that it is accredited by NBA because it is programme accreditation and not Institution accreditation. If such an instance comes to NBA's notice, this will be viewed seriously.** Complete name of the programme(s) accredited, level of programme(s) and the period of validity of accreditation, as well as the date from which the accreditation is effective should be mentioned unambiguously whenever and wherever it is required to indicate the status of accreditation by NBA.

6. The accreditation status of the above programmes is subject to change on periodic review, if needed by the NBA. It is desired that the relevant information in respect of accredited programme as indicated in the table in paragraph 2, appears on the website and information bulletin of the Institute.

7. The accreditation status awarded to the programmes as indicated in table in paragraph 2 above is subject to maintenance of the current standards during the period of accreditation. If there are any changes in the status (major changes of faculty strength, organizational structure etc.), the same are required to be communicated to the NBA, with an appropriate explanatory note.

8. A copy of the Report of Chairman of the Visiting Team and a copy each of Evaluators' Reports in respect of the above programmes are enclosed.

9. If the Institute is not satisfied with the decision of NBA, it may appeal within thirty days of receipt of this communication giving reasons for the same and by paying the requisite fee.

Yours faithfully,

(Dr. Anil Kumar Nassa)
Member Secretary

Encls: 1.Copy of Report of Chairman of the Visiting Team.
2. Copy each of Expert Reports of the Visiting Team.

Copy to:

1. Accreditation File
2. Master Accreditation Folder of the State

BoG 45.27 To note the minutes of 33rd meeting of the Senate, National Institute of Technology Kurukshetra held on 08.05.2018.

A brief summary of the 33nd meeting of the Senate, National Institute of Technology Kurukshetra held on 08.05.2018 is given below:

Item No.	Agenda	Decision Taken
S. 33.01	To confirm the minutes of the 32nd meeting of the Senate held on 1.2.2018.	The Senate confirmed the minutes of the 32nd meeting of the Senate held on 1.2.2018.
S. 33.02	To note the actions taken report on the minutes of the 32nd meeting of the Senate held on 1.2.2018.	The Senate noted the actions taken report on the minutes of the 32nd meeting of the Senate held on 1.2.2018.
S. 33.03	To note the minutes of 54th meeting of SCSA held on 9.2.2018 .	The Senate noted the minutes of 54th meeting of SCSA held on 9.2.2018.
S 33.05	To approve the seat matrix for B.Tech. programme of IIIT Sonepat as per Gazette notification of Rights of PWD Act 2016	The Senate adopted the seat matrix of B.Tech. programme of IIIT Sonepat as per Gazette notification of Rights of PWD Act 2016.The Senate confirmed the minutes of this agenda.
S. 33.06	To consider and approve the report of the Committee constituted to decide the issues related to the branch change of B.Tech. students in 2nd semester.	After detailed deliberation, Senate noted and agreed on the recommendations of the Committee as approved by the Chairman, Senate.
S. 33.07	To consider and approve the Audit Course in B.Tech. 2nd sem. for B.Tech. 1st year students in Physical Education & sports.	Prof. Incharge (Sports) made a detailed presentation in the Senate describing the importance of audit course in Physical Education & Sports and its process of evaluation. He also informed that such audit course is being offered by many of the reputed NITs and IITs. The Senate approved the audit course in B.Tech. 2nd semester for B.Tech. 1st year students in Physical Education & Sports alongwith NCC (if opted).
S. 33.08	To consider & decide the request of Ms. Nitika Kataria, Roll No. 110732, B.Tech IT to allow her for Re-appears of Odd and Even Semesters in examinations to be held in May/June 2018.	The Senate deliberated upon the request of Ms. Nitika Kataria, Roll No. 110732, B.Tech IT. Considering her case as a rare and exceptional, the Senate considered her request and allowed her for Re-appears of Odd and Even Semesters in examinations during the session May/June 2018.
S 33.10	To approve the report of the Committee constituted for formalization of dress code related to Convocation.	The Senate approved the report of the Committee constituted for formalization of dress code related to Convocation with following minor modifications: In dress code for the students, the tie will be replaced by stole. The UG, PG and Ph.D students will carry a stole of tri colour, mustard and maroon colour respectively.

		White Shirt will be of full sleeves.
S. 33.11	To consider and approve the proposal received from Prof. I/C (Training & Placement) regarding MoU with Wadhwani foundation.	The Senate approved in principle the proposal received from Prof. I/C (Training & Placement) regarding MoU with Wadhwani foundation.
S. 33.12	To finalize the new elective course and syllabi to be implemented in B.Tech. (old scheme) for the batch 2016-17 and 2015-16.	The Senate resolved that the old subjects, being taught in B.Tech. (old scheme) should not be dropped and are to be offered as per past practice. However, if required, few additional subjects may also be included. The case is referred back to the department for necessary action.
S. 33.13	Minor modifications in M.Tech. Electrical Engg.	The Senate approved the minor modifications in M.Tech. Electrical Engg. as proposed by Board of Studies of Elect. Engg.: 1. **New subject EE 573T Advanced Electric Drive in place of EE 561T DC Converters and Drives.** 2. **Two more electives EE 575T, EE578T to be included in semesters 1st and 2nd respectively.**

The Board may *note* the minutes of 33rd meeting of the Senate, National Institute of Technology Kurukshetra held on 08.05.2018.

BoG 45.28 To approve the items nos. S 33.04 & S 33.09 of 33rd meeting of the Senate, National Institute of Technology, Kurukshetra held on 08.05.2018.

The minutes of items nos. S 33.04 & S 33.09 of 33rd meeting of the Senate, held on 08.05.2018 are enclosed as *Annexure - 45.28(i) from pages 265 to 280* and are reproduced as under:

S 33.04 To approve the seat matrix for B.Tech, M.Tech, MBA and MCA programmes of the institute as per Gazette notification of Rights of PWD Act 2016

The Senate adopted the seat matrix for B.Tech, M.Tech, MBA and MCA programmes of the institute as per Gazette notification of Rights of PWD Act 2016 and the policy of CSAB (for B.Tech. only). In case, there are any changes from CSAB, it will be brought to Standing Committee for Senate Affairs (SCSA) for approval.

The Senate confirmed the minutes of this agenda.

Vide communication received from CSAB 2018 through mail dated May 10, 2018 (*on page 267)* CSAB-2018 has made a slight modification in the nomenclature of the seats in the seat matrix. However, there is no change in the number of seats of the Institute. In the new seat matrix received from CSAB-2018, Gender Neutral and Non-female categories have been replaced by a single category named 'Gender Neutral' while there is no change in the female category. The Chairman, Senate has approved the new modified seat matrix received from CSAB-2018. The Senate will also be apprised of the new modified seat matrix in the forthcoming meeting.

S 33.09 To consider the recommendations related to admissions and inclusion of non-departmental elective as recommended by Board of Studies of Deptt. of Business Administration.

The Senate considered and approved the recommendations related to admissions and inclusion of non-departmental elective as recommended by Board of Studies of Deptt. of Business Administration. Senators suggestions are to be incorporated during implementation. However, the proposed non-departmental elective subject on IPR will be offered as open elective in 7th or 8th semester wherever the slot for non-departmental open electives will be available in the B.Tech. scheme. The scheme/syllabi has been referred back to the BA department for necessary action.

The Senate also approved the recommendations of Board of Studies of department of Business Administration to surrender the 30 self-financing seats (Annexure-I from page ____ to _____).

The Board may consider and approve the items no. S 33.04 along with the new modified seat matrix of UG approved by Chairman, Senate and item no.S 33.09 of 33rd meeting of the Senate, National Institute of Technology, Kurukshetra held on 08.05.2018.

Annexure-45.28(i)

NIT Kurukshetra

S 33.04 To approve the seat matrix for B.Tech, M.Tech, MBA and MCA programmes of the institute as per Gazette notification of Rights of PWD Act 2016

The admission process for B.Tech programmes, M.Tech programmes and MCA programme for Academic Session 2018-19 has already been started by the respective centralized admission agencies.

There is no centralized admission process for MBA programmes in NITs hence the admission process for MBA is to be done at the institute level only. The seat matrix for B.Tech. programme of the Institute with increase in Girls' quota i.e. 14% has already been approved in 32nd Senate meeting held on 1.2.2018.

As per Gazette notification of Rights of PWD Act 2016

32. (1) All Government institutions of higher education and other higher education institutions receiving aid from the Government shall reserve not less than five per cent. Seats for persons with benchmark disabilities."

Accordingly, the seat matrix of various programmes of the institute for Academic Session 2018-19 are attached as Annexure **33.04** from page 266 to 272.

The seat matrix for B.Tech., M.Tech. and MCA programmes has already been sent to centralized admission agencies after taking approval from the competent authority.

The Senate may kindly note the seat matrix for B.Tech., M.Tech., MBA and MCA programmes of the Institute as per Gazette notification of Rights of PWD Act 2016.

NIT Kurukshetra

Mechanical Engineering Department

20 Prof P.C. Tewari

Member of BOS as Special Invitee

21. Prof Sunita Chauhan, Associate Professor

At the outset, Hon'ble Director & Chairman Senate welcomed the members and appraised various academic activities and recent developments taken place in the Institute. He accorded permission to present the agenda of the meeting.

The agenda was taken up and following decisions were taken in the meeting:

S 33.01 To confirm the minutes of the 32nd meeting of the Senate held on 1.2.2018.

The Senate confirmed the minutes of the 32nd meeting of the Senate held on 1.2.2018.

S 33.02 To note the actions taken report on the minutes of the 32nd meeting of the Senate held on 1.2.2018.

The Senate noted the actions taken report on the minutes of the 32nd meeting of the Senate held on 1.2.2018.

S 33.03 To note the minutes of 54th meeting of SCSA held on 9.2.2018 .

The Senate noted the minutes of 54th meeting of SCSA held on 9.2.2018.

S 33.04 To approve the seat matrix for B.Tech, M.Tech, MBA and MCA programmes of the institute as per Gazette notification of Rights of PWD Act 2016

The Senate adopted the seat matrix for B.Tech, M.Tech, MBA and MCA programmes of the institute as per Gazette notification of Rights of PWD Act 2016 and the policy of CSAB (for B.Tech. only). In case, there are any changes from CSAB, it will be brought to Standing Committee for Senate Affairs (SCSA) for approval.

The Senate confirmed the minutes of this agenda.

kssandhu Dean Academic NIT KKR <dean_academic@nitkkr.ac.in>

Modification in Seat Matrix

CSAB 2018 <csab2018@mnit.ac.in> Thu, May 10, 2018 at 7:33 PM
To: kssandhu Dean Academic NIT KKR <dean_academic@nitkkr.ac.in>, aroragian@yahoo.com

Dear Sir/Madam

With reference to the CSAB-2018 meeting held on 04 May 2018 at Jaipur, it was decided to modify the seat matrix as per latest JoSAA guidelines, according to which the seat allocation is to be done in two verticals: **Female and Gender-Neutral**.
The MHRD order regarding this is attached herewith.
It was also decided that the revised seat matrix will be prepared by CSAB headquarter and the same will be confirmed by respective NITs in two days. Accordingly, the seats of Non-Female and Gender Neutral have been merged into Gender Neutral only.
You are requested to kindly verify the seat matrix attached herewith and **confirm the same by 14 May 2018**, failing which the seat matrix shall be considered as confirmed.

Regards

CSAB-2018
MNIT Jaipur

2 attachments

Seat_Matrix 220.xlsx
11K

MHRD Notification 7th May 2018 Supernumerary.pdf
2812K

Institute Code	Institute Name	Prog Code	Prog Name	Quota (HS/OS/AI)	Cat	GE	GE-PwD	SC	SC-PwD	ST	ST-PwD	OBC	OBC-PwD	Total
220	National Institute of Technology, Kurukshetra	4109	Civil Engineering (4 Years, Bachelor of Technology)	HS	Female	5	0	2	0	0	1	2	0	10
220	National Institute of Technology, Kurukshetra	4109	Civil Engineering (4 Years, Bachelor of Technology)	HS	Gender Neutral	30	1	9	1	5	0	16	1	63
220	National Institute of Technology, Kurukshetra	4109	Civil Engineering (4 Years, Bachelor of Technology)	OS	Female	4	1	1	0	1	0	3	0	10
220	National Institute of Technology, Kurukshetra	4109	Civil Engineering (4 Years, Bachelor of Technology)	OS	Gender Neutral	31	2	9	0	4	0	16	1	63
220	National Institute of Technology, Kurukshetra	4111	Electrical Engineering (4 Years, Bachelor of Technology)	HS	Female	5	1	1	0	1	0	3	0	11
220	National Institute of Technology, Kurukshetra	4111	Electrical Engineering (4 Years, Bachelor of Technology)	HS	Gender Neutral	29	1	8	1	5	0	15	1	60
220	National Institute of Technology, Kurukshetra	4111	Electrical Engineering (4 Years, Bachelor of Technology)	OS	Female	5	0	2	0	1	0	3	0	11

220	National Institute of Technology, Kurukshetra	4111	Electrical Engineering (4 Years, Bachelor of Technology)	OS	Gender Neutral	28	2	9	0	4	0	15	1	59
220	National Institute of Technology, Kurukshetra	4114	Electronics and Communication Engineering (4 Years, Bachelor of Technology)	HS	Female	5	0	2	0	1	0	2	0	10
220	National Institute of Technology, Kurukshetra	4114	Electronics and Communication Engineering (4 Years, Bachelor of Technology)	HS	Gender Neutral	28	1	8	1	5	0	15	1	59
220	National Institute of Technology, Kurukshetra	4114	Electronics and Communication Engineering (4 Years, Bachelor of Technology)	OS	Female	4	1	1	0	1	0	3	0	10
220	National Institute of Technology, Kurukshetra	4114	Electronics and Communication Engineering (4 Years, Bachelor of Technology)	OS	Gender Neutral	28	2	9	0	4	0	15	1	59
220	National Institute of Technology, Kurukshetra	4146	Information Technology (4 Years, Bachelor of Technology)	HS	Female	2	0	1	0	1	0	2	0	6
220	National Institute of Technology, Kurukshetra	4146	Information Technology (4 Years, Bachelor of Technology)	HS	Gender Neutral	20	1	6	0	3	0	10	1	41

220	National Institute of Technology, Kurukshetra	4146	Information Technology (4 Years, Bachelor of Technology)	OS	Female	3	1	1	0	0	0	2	0	7
220	National Institute of Technology, Kurukshetra	4146	Information Technology (4 Years, Bachelor of Technology)	OS	Gender Neutral	19	1	5	1	3	0	11	0	40
220	National Institute of Technology, Kurukshetra	4125	Mechanical Engineering (4 Years, Bachelor of Technology)	HS	Female	5	1	1	0	1	0	3	0	11
220	National Institute of Technology, Kurukshetra	4125	Mechanical Engineering (4 Years, Bachelor of Technology)	HS	Gender Neutral	33	1	10	0	5	0	17	1	67
220	National Institute of Technology, Kurukshetra	4125	Mechanical Engineering (4 Years, Bachelor of Technology)	OS	Female	5	0	2	0	1	0	3	0	11
220	National Institute of Technology, Kurukshetra	4125	Mechanical Engineering (4 Years, Bachelor of Technology)	OS	Gender Neutral	32	2	9	1	4	1	17	1	67
220	National Institute of Technology, Kurukshetra	4136	Production and Industrial Engineering (4 Years, Bachelor of Technology)	HS	Female	3	1	1	0	0	0	2	0	7
220	National Institute of Technology, Kurukshetra	4136	Production and Industrial Engineering (4 Years, Bachelor of Technology)	HS	Gender Neutral	19	1	6	0	3	0	10	1	40

220	National Institute of Technology, Kurukshetra	4136	Production and Industrial Engineering (4 Years, Bachelor of Technology)	OS	Female	3	0	1	0	1	0	2	0	7
220	National Institute of Technology, Kurukshetra	4136	Production and Industrial Engineering (4 Years, Bachelor of Technology)	OS	Gender Neutral	19	1	5	1	3	0	11	0	40
220	National Institute of Technology, Kurukshetra	4151	Computer Engineering (4 Years, Bachelor of Technology)	HS	Female	4	0	1	0	1	0	2	0	8
220	National Institute of Technology, Kurukshetra	4151	Computer Engineering (4 Years, Bachelor of Technology)	HS	Gender Neutral	18	1	6	0	3	0	10	1	39
220	National Institute of Technology, Kurukshetra	4151	Computer Engineering (4 Years, Bachelor of Technology)	OS	Female	3	1	1	0	0	0	2	0	7
220	National Institute of Technology, Kurukshetra	4151	Computer Engineering (4 Years, Bachelor of Technology)	OS	Gender Neutral	19	1	5	1	3	0	10	0	39

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

Revised Seat Matrix for admission through CCMT- 2018

Deptt./ School	M.Tech. Programme	OP	OBC	SC	ST	OP PWD	OBC PWD	SC PWD	ST PWD	Total
Chemistry	Molecular Engg & Advanced Chemical Analysis	9	6	3	1	1	-	-	-	20
Civil Engineering	Soil Mechanics & Foundation Engg	8	5	3	1	1	-	-	-	18
	Structural Engg.	10	4	3	1	-	1	-	-	19
	Water Resources Engg	9	4	2	1	-	1	-	-	17
	Transportation Engg.	9	5	2	1	-	-	1	-	18
	Environmental Engg	10	6	3	1	1	-	-	-	21
Computer Engg	Computer Engg	11	7	4	2	1	-	-	-	25
	Cyber Security	9	6	3	1	1	-	-	-	20
Electrical Engineering	Power System	10	4	4	1	-	1	-	-	20
	Control System	10	5	3	1	-	-	-	1	20
	Power Electronics & Drives	9	5	3	2	1	-	-	-	20
Electronics & Comm. Engg.	Electronics & Comm. Engg.	11	7	3	2	1	-	-	-	24
Physics	Instrumentation	10	4	3	2	-	1	-	-	20
	Nanotechnology	9	5	3	2	1	-	-	-	20
Mechanical Engg	Industrial & Production Engg.	10	5	2	2	-	-	1	-	20
	Machine Design	10	5	3	1	-	-	1	-	20
	Thermal Engineering	12	7	4	-	-	-	-	1	24
School of VLSI Design & Embedded System	VLSI Design	16	9	3	2	1	1	-	-	32
	Embedded System Design	10	4	3	2	-	1	-	-	20
School of Renewable Energy & Efficiency	Electrical Engg.	5	2	2	1	-	-	-	-	10
	Mechanical Engg.	4	3	1	1	1			-	10
School of Biomedical Engg.	Biomedical Engg	9	5	3	2	1	-	-	-	20
School of Materials Science & Technology	Materials Science & Technology	9	5	3	2	1	-	-	-	20
	GRAND TOTAL	219	118	66	32	12	6	3	2	458

Revised Seat Matrix Sponsored seats(2018)

Deptt./ School	M.Tech. Programme	OP	OBC	SC	ST	OP PWD	OBC PWD	SC PWD	ST PWD	Total
Chemistry	Molecular Engg. & Advanced Chemical Analysis	2	2	1	0	0	0	0	0	5
Civil Engineering	Environmental Engg.	2	1	1	1	0	0	0	0	5
	Soil Mechanics & Foundation Engg.	2	1	1	0	1	0	0	0	5
	Structural Engg.	3	1	1	0	0	0	0	0	5
	Transportation Engg.	2	1	0	0	0	1	1	0	5
	Water Resources Engg.	2	1	0	1	0	1	0	0	5
Computer Engg.	Computer Engg.	3	1	1	0	0	0	0	0	5
	Cyber Security	3	1	1	0	0	0	0	0	5
Electrical Engineering	Control System	2	2	1	0	0	0	0	0	5
	Power Electronics & Drives	3	1	0	1	0	0	0	0	5
	Power System	2	2	0	1	0	0	0	0	5
Electronics & Comm. Engg.	Electronics & Comm. Engg	3	1	1	0	0	0	0	0	5
Mechanical Engg.	Industrial & Production Engg.	2	2	0	1	0	0	0	0	5
	Machine Design	2	1	1	0	1	0	0	0	5
	Thermal Engineering	3	1	1	0	0	0	0	0	5
Physics	Instrumentation	2	2	1	0	0	0	0	0	5
	Nanotechnology	2	2	0	0	1	0	0	0	5
School of Biomedical Engg.	Biomedical Engg.	2	1	1	1	0	0	0	0	5
School of Materials Science & Technology	Materials Science & Technology	2	2	1	0	0	0	0	0	5
School of Renewable Energy & Efficiency	EE/ME	2	1	1	1	0	0	0	0	5
School of VLSI Design & Embedded System	Embedded System Design	3	1	1	0	0	0	0	0	5
	VLSI Design	3	1	1	0	0	0	0	0	5
	GRAND TOTAL	52	29	16	7	3	2	1	0	110

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

2018-19

MBA Seat Matrix All India Quota

Quota	OP	OP(PH)	OBC	OBC(PH)	SC	SC(PH)	ST	ST(PH)	Total
Regular Seats	29	01	15	01	08	01	04	01	60
Self Financed Seats	14	01	08	-	05	-	02	-	30
Total	43	02	23	01	13	01	06	01	90

DASA/ICCR/MEA

Sr.No.	DASA	ICCR	MEA
1	1	1	1

NATIONAL INSTITUTE OF TECHNOLOGY
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MCA Seat Matrix All India Quota

Quota	OP	OP(PH)	OBC	OBC(PH)	SC	SC(PH)	ST	ST(PH)	Total
Regular Seats	29	01	15	01	08	01	04	01	60
Self Financed Seats	14	01	08	-	05	-	02	0	30
Total	43	02	23	01	13	01	06	01	90

DASA/ICCR/MEA

Sr. No.	DASA	ICCR	MEA
1	1	1	1

S 33.09 To consider the recommendations related to admissions and inclusion of non-departmental electiva as recommended by Board of Studies of Deptt. of Business Administration.

Some recommendations related to admissions and inclusion of non-departmental elective have been made by Board of Studies of Deptt. of Business Administration. The minutes of the meeting of the BOS are enclosed from page ____ to _____.

The Senate may consider the minutes of Board of Studies of Deptt. of Business Administration and decide.

DEPARTMENT OF BUSINESS ADMINISTRATION

NATIONAL INSTITUTE OF TECHNOLOGY

KURUKSHETRA 136119

No. DBA/2018/10077 **Date: 02.05.2018**

Please find enclosed the minutes of the meeting of the Board of Studies, which was held on April 28, 2018 at 09:30 AM in the conference room of the Department. This is for your further necessary action please.

(Rajender Kumar)
Chairman BOS

7.5.2018

Dean (Academic)

To be put up to Director

May be taken in Senate for discussion.

7/5/18

List of encl.:

1. Minutes of the meeting of BOS.
2. Revised syllabus 2 Nos.
3. Email of Shekhar Khanduja. (Evalueserve Company)

2

DEPARTMENT OF BUSINESS ADMINISTRATION

NATIONAL INSTITUTE OF TECHNOLOGY

KURUKSHETRA – 136119

No. DBA/2018/10069-B **28.04.2018**

A meeting of the Board of Studies was held on April 28, 2018 at 9:30 AM in the Conference Room of the Department. The following members attended the meeting.

1.	Dr. Rajender Kumar	Chairman
2.	Prof. T. J. Kamalanabhan, IIT Madras	External Expert
3.	Prof. Alok Rai, BHU Varanasi	External Expert
4.	Dr. Neeraj Kaushik	Member
5.	Dr. Mohd Firoz	Member
6.	Dr. Manish Kumar Jha	Member

The following decision were taken in the meeting:

1. The minutes of the last meeting of the Board of Studies were confirmed.
2. The department of Business administration was established in 2006 under the Self-financing scheme with an intake of 60 seats. Keeping in view the positive response and the high demand at that time, the number of seats were increased by 30 making the total intake of 90 in 2008.

   Further, the department was regularized in 2012 with 60 regular seats while 30 seats were kept under Self-financing scheme. But, slowly the number of admissions in the MBA programme declined and these Self-financing seats remained unfulfilled since 2013.

   Therefore, in the light of the above developments, it was resolved that the 30 [redacted] seats may be surrendered.
3. The Senate, in its 26th meeting held on Sept 29, 2015 constituted a committee to review and make suitable recommendations regarding the admission process of the MBA Programme. The committee members were Prof V. K. Sehgal, Prof. D. K. Nauriyal (IIT Roorkee), Prof. S. Rangnekar (IIT Roorkee), Prof. P. J. Philip and Dr. Neeraj Kaushik. The committee convened a meeting on Jan 2, 2016 and recommended a criterion for MBA Admissions. The recommendation of the committee was accepted by the Senate in 2016. Further, in Jan 2017, the MBA Admission criterion was revised by the Senate.

   It was observed that the committee's recommendations was not serving the interest of the department. In wake of the dynamics of the contemporary management education, it was resolved that the admission of the MBA programme be made on the following basis:

   a. Performance in any national level entrance exam — 70 marks weightage
   b. Performance in GD / PI — 30 marks weightage

4. The revised syllabus is attached.
5. With reference to the email from Sh. Shekhar Khanduja Evalueserve Company, received by Dr. Rajender Kumar, Sh. Shekhar Khanduja proposed to start a course on IPR for B.Tech students in the beginning of the 5th Semester. He also proposed to share the teaching of this course to give industrial exposure to B.Tech students of NIT Kurukshetra. In addition, the Evalueserve also proposed to offer internship and pre-placement offer (based on performance) to the B Tech students in 6th Semester in their IPR division. Besides Evalueserve assured to conduct IPR sensitization programmes for the students of B. Tech 5th Semester students along with the placement support in IPR specialization.

   Keeping in view of the above, it is proposed that the Department of Business Administration will offer a course on IPR for B.Tech 5th Semester students as Non-departmental elective. The Department has already been teaching issues related IPR to MBA students. The syllabus of the course will be framed in consultation with the experts of Evalueserve Company.

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

(Manish Kumar Jha) (Mohd Firoz) (Neeraj Kaushik)

(Alok Rai) (T. J. Kamalanabhan) (Rajender Kumar)

S 33.05 To approve the seat matrix for B.Tech. programme of IIIT Sonepat as per Gazette notification of Rights of PWD Act 2016

The Senate adopted the seat matrix of B.Tech. programme of IIIT Sonepat as per Gazette notification of Rights of PWD Act 2016.

The Senate confirmed the minutes of this agenda.

S 33.06 To consider and approve the report of the Committee constituted to decide the issues related to the branch change of B.Tech. students in 2nd semester.

After detailed deliberation, Senate noted and agreed on the recommendations of the Committee as approved by the Chairman, Senate.

S 33.07 To consider and approve the Audit Course in B.Tech. 2nd sem. for B.Tech. 1st year students in Physical Education & sports.

Prof. Incharge (Sports) made a detailed presentation in the Senate describing the importance of audit course in Physical Education & Sports and its process of evaluation. He also informed that such audit course is being offered by many of the reputed NITs and IITs. The Senate approved the audit course in B.Tech. 2nd semester for B.Tech. 1st year students in Physical Education & Sports alongwith NCC (if opted).

S 33.08 To consider & decide the request of Ms. Nitika Kataria, Roll No. 110732, B.Tech IT to allow her for Re-appears of Odd and Even Semesters in examinations to be held in May/June 2018.

The Senate deliberated upon the request of Ms. Nitika Kataria, Roll No. 110732, B.Tech IT. Considering her case as a rare and exceptional, the Senate considered her request and allowed her for Re-appears of Odd and Even Semesters in examinations during the session May/June 2018.

S 33.09 To consider the recommendations related to admissions and inclusion of non-departmental elective as recommended by Board of Studies of Deptt. of Business Administration.

The Senate considered and approved the recommendations related to admissions and inclusion of non-departmental elective as recommended by

Board of Studies of Deptt. of Business Administration. Senators suggestions are to be incorporated during implementation However, the proposed non-departmental elective subject on IPR will be offered as open elective in 7th or 8th semester wherever the slot for non-departmental open electives will be available in the B.Tech. scheme. The scheme/syllabi has been referred back to the BA department for necessary action.

The Senate also approved the recommendations of Board of Studies of department of Business Administration to surrender the 30 self-financing seats.

S 33.10 To approve the report of the Committee constituted for formalization of dress code related to Convocation.

The Senate approved the report of the Committee constituted for formalization of dress code related to Convocation with following minor modifications:

In dress code for the students, the tie will be replaced by stole. The UG, PG and Ph.D students will carry a stole of tri colour, mustard and maroon colour respectively. White Shirt will be of full sleeves.

S 33.11 To consider and approve the proposal received from Prof. I/C (Training & Placement) regarding MoU with Wadhwani foundation.

The Senate approved in principle the proposal received from Prof. I/C (Training & Placement) regarding MoU with Wadhwani foundation.

Any other item:

On the request of Prof. Ratna Dahiya, HOD Elect. Engg. Deptt., the following items were also discussed in the meeting with the permission of the Chair

S 33.12 To finalize the new elective course and syllabi to be implemented in B.Tech. (old scheme) for the batch 2016-17 and 2015-16.

The Senate resolved that the old subjects, being taught in B.Tech. (old scheme) should not be dropped and are to be offered as per past practice. However, if required, few additional subjects may also be included The case is referred back to the department for necessary action.

Bog 45.29 To consider for releasing the payment of Rs.13,43,875/- to M/s EMVEE Solar System Pvt. Ltd, Bengaluru as a final payment towards the completion of work of "Supply, Installation & Commissioning of Solar Water Heaters at NIT, Kurukshetra".

In response to the Purchase Order No.SEM/09/9365 dated 21.11.2009 (Appendix 45.29(i) on page 283), 198 units of Solar Water Heating System at unit price of Rs.91,420/- (Rupees Ninety One Thousand Four Hundred Twenty Only) each with slab discount of 2% for net amount of Rs.1,77,39,137/- (Rupees One Crore Seventy Seven Lac Thirty Nine Thousand One Hundred Thirty Seven Only) were purchase by the Institute for the hostels as per rate contract letter No.SWHS/IT-2/RCD3060000/0310/82/03609/063, dated 24.04.2009 (Appendix 45.29(ii) from pages 284 to 291), from M/s Emmvee Solar Systems Private Limited, Bengaluru.

M/s Emmvee Solar Systems Private Limited supplied the above systems and installed in Hostels but could not be commissioned. Since then, the matter has been appraised to the board from time to time. The above said matter was again placed before the Board of Governors in it42nd meeting held on 27.06.2017 and resolved as under:

> "*After detailed deliberations and recognizing the hardships caused due to non-commissioning of solar water heating system for a long time, the members stressed upon that the works must get completed in order to see that the students get the facility. In continuance, the Board authorized the Director to release full payment to the vender for stage-wise commissioned units after satisfactory inspection report of the committee submitted stage wise".*

The minutes of 42nd meeting of the BoG were circulated to the members of the board for their comments. However, one of the board member has sent the comments on item No. 42.7 which are reproduced below:

> *"However approval of the board may be obtained for the final amount to be paid"*

These comments were placed in 43rd meeting of the board for its consideration. The board accepted the comments and confirmed the minutes.

At present, out of 198 total number of units, the payment of 183 units has already been made by the Institute to the firm with the passage of time on completion

of work and on the basis of satisfactory report of Institute level final inspection committee constituted by competent authority (Appendix 45.29(iii) from pages 292 to 302).

Now the concerned firm has completed the whole work of Solar Water Heating System i.e., 198 number of units and the payment of 15 units amounting to Rs.13,43,875/- (Rupees Thirteen Lac Forty Three Thousand Eight Hundred Seventy Five Only) is to be paid to the said firm as a part of final payment.

In view of the above, it is proposed *that the Board may consider to make the final payment of 15 units amounting to Rs.13,43,875/- (Rupees Thirteen Lac Forty Three Thousand Eight Hundred Seventy Five Only) to M/s Emmvee Solar Systems Private Limited, Bengaluru.*

Annexure-45.29(i)

REGISTERED

NATIONAL INSTITUTE OF TECHNOLOGY
(INSTITUTION OF NATIONAL IMPORTANCE)
KURUKSHETRA

Please always quote our P.O. No. and date in all Correspondence.

Telephone : 01744 233393
Fax : 01744-235050
P.O. No. : SEM-09/9365
Dated : 20/10/09

M/s EMMVEE SOLAR SYSTEM (P) Ltd.
No.55, Lotus Tower, 6th Main, 17th cross
Lakshmaiah Block, Ganga Nagar
Bangalore.

Subject: Solar Water Heating System.

Reference your Rate Contract No. (SWHS/IT-2/RC-D3060000/0310/82/03009/063 dated 24.04.2009, valid upto 31.03.2010.)

The following items may please be supplied at the earliest as per terms and condition given below and overleaf. The confirmation for acceptance of order may be sent immediately.

Sr. No.	Description of item	Qty.	Rate	Amount
1.	Solar water heating system with heat exchanger type 1 for cold region. Rated capacity in litres per day (LPD) 500, min. aperture area of collector (sq. Mtrs.) 10, Electrical heat back up (KW) 6, Capacity of make up tank (Ltrs.) S as per above DGS&D rate contract including installation & commissioning at site.	198 Nos	91420/-	1,81,01,160/-
			Slab Discount 2%	3,62,023/-
	Further technical specifications and all other terms & conditions of supply as per Rate contract under reference.			
			Total Rs.	1,77,39,137/-

Yours faithfully,

DIRECTOR

1. F.O.R. : NIT, Kurukshetra
2. CST/ST : Inclusive
3. Excise Duty : Nil
4. Delivery Period : 4 to 8 weeks

Copy sent to. DR(Accounts)
Divisional Head - Elec Const (O&C)

Annexure-45.29(ii)

(2)

SCHEDULES ANNEXED

4

(5)

(6)

[illegible]

[illegible] | 7/6

[illegible]

[illegible] SOLAR SYSTEM PVT. LTD
No 55, SOLAR TOWER, 6th Main, 11th Cross, Lakshmaiah Block, Sanjayanagar
Bangalore
KARNATAKA-560024

[illegible] office W.O. No. [illegible] for the Supply of Solar Water Heating System.
[illegible] 24.08.09 [illegible]

[illegible] Order No. [illegible] dated 10.09.09

[illegible]

[illegible] following amendments in the schedule [illegible]
[illegible] are hereby authorised:

Work SCHEDULE-6

Item: Solar Water Heating System with heat exchanger type 1 for cold region.

Item Description	UOM	Revised Rate
[illegible] capacity in litres per day [illegible] area of [illegible] operation [illegible] 2 electrical [illegible] heater back up [illegible] 2.capacity of make up tank [illegible] 5	Nos.	Rs. 36106 (Rupees Thirty-six thousand one hundred six only)

Item: Solar Water Heating System with heat exchanger type 1 for cold region.

Item Description	UOM	Revised Rate
[illegible] capacity in litres per day [illegible] area of [illegible] operation [illegible] 4.electrical [illegible] heater back up [illegible] 3.capacity of make up tank [illegible] 5	Nos.	Rs. 44073 (Rupees Forty-four thousand seventy three only)

Item: Solar Water Heating System with heat exchanger type 1 for cold region.

Item Description	UOM	Revised Rate
[illegible] capacity in litres per day [illegible] area of [illegible] operation [illegible] 6.electrical [illegible] heater back up [illegible] 4.capacity of make up tank [illegible] 5	Nos.	Rs. 61177 (Rupees Sixty one thousand one hundred seventy seven only)

Item: Solar Water Heating System with heat exchanger type 1 for cold region.

Item Description	UOM	Revised Rate
[illegible] capacity in litres per day [illegible] area of [illegible] operation [illegible] 10.electrical [illegible] heater back up [illegible] 6.capacity of make up tank [illegible] 5	Nos.	Rs. 91670 (Rupees Ninety-one thousand six hundred seventy only)

[illegible] Date: 31-MAY

[illegible] of 6

7

Heating System with heat exchanger Type 2 for warm

Description	NOS	Revised Rate
capacity in litres per day area of aperture area of collector (sq meter) electrical heater back up (kW) capacity of make up tank (litres)		Rs. 26306 Rs. TWENTY-SIX THOUSAND THREE HUNDRED SIX ONLY

Water Heating System with heat exchanger Type 2 for warm

Description	NOS	Revised Rate
capacity in litres per day area of aperture (sq meter) electrical heater back up (kW) capacity of make up tank (litres)		Rs. 44233 Rs. FORTY-FOUR THOUSAND TWENTY THREE ONLY

Water Heating System with heat exchanger Type 2 for warm

Item Description	NOS.	Revised Rate
capacity in litres per day area of (LPD) aperture (sq meter) electrical heater back up (kW) capacity of make up tank (litres)		Rs. 92414 Rs. NINETY THOUSAND FOUR HUNDRED FOURTEEN ONLY

Water Heating System with heat exchanger Type 2 for warm

Item Description	NOS.	Revised Rate
capacity in litres per day area of aperture (sq meter) electrical heater back up (kW) capacity of make up tank (litres)		Rs. 91420 Rs. NINETY ONE THOUSAND FOUR HUNDRED TWENTY ONLY

Solar Water Heating System for cold region without heat exchanger Type 1.

Item Description	NOS	Revised Rate
Rated capacity in litres per day area of aperture (LPD) 100,Min. aperture 2.Electrical collector (sq meter) water back up (kW) 2		Rs. 25245 Rs. TWENTY-FIVE THOUSAND TWO HUNDRED FORTY NINE ONLY

Solar Water Heating System for cold region without heat exchanger Type 1.

Item Description	NOS	Revised Rate
Rated capacity in litres per day area of (LPD) 200,Min. aperture 1.Electrical collector (sq meter) water back up (kW) 2		Rs. 42225 Rs. FORTY-TWO THOUSAND SEVEN HUNDRED TWENTY-FOUR ONLY

Solar Water Heating System for cold region without heat exchanger Type 1

Item Description	NOS.	Revised Rate
Rated capacity in litres per day area of (LPD) 300,Min. aperture 1.Electrical collector (sq meter)		Rs. 54120 Rs. FIFTY-FIVE THOUSAND ONE

(PLEASE ONLY

... work on (NW) 4

Item: Solar Water Heating System for cold region without heat exchanger
Type 1

Item Description	NOS	Revised Rate
Rated capacity in litres per day (LPD): 200,Min aperture area of collector (sq. meter): 2.0(Electrical water back up (KW): 1	Rs	Rs. 89777 RUPEES EIGHTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN ONLY

Item: Solar Water Heating System for warm region without heat exchanger
Type 2.

Item Description	NOS	Revised Rate
Rated capacity in litres per day (LPD): 100,Min aperture area of collector (sq. meter): (Electrical water back up (KW): 2	Rs	Rs. 25249 RUPEES TWENTY-FIVE THOUSAND TWO HUNDRED FORTY-NINE ONLY

Item: Solar Water Heating System for warm region without heat exchanger
Type 2.

Item Description	NOS	Revised Rate
Rated capacity in litres per day (LPD): 200,Min aperture area of collector (sq. meter): (Electrical water back up (KW): 2	Rs	Rs. 41711 RUPEES FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-ONE ONLY

Item: Solar Water Heating System for warm region without heat exchanger
Type 2.

Item Description	NOS	Revised Rate
Rated capacity in litres per day (LPD): 300,Min aperture area of collector (sq. meter): (Electrical water back up (KW): 4	Rs	Rs. 58312 RUPEES FIFTY-EIGHT THOUSAND SEVEN HUNDRED TWELVE ONLY

Item: Solar Water Heating System for warm region without heat exchanger
Type 2.

Item Description	NOS	Revised Rate
Rated capacity in litres per day (LPD): 500,Min aperture area of collector (sq. meter): 3.0(Electrical heater back up (KW): 6	Rs	Rs. 89737 RUPEES EIGHTY-NINE THOUSAND SEVEN HUNDRED THIRTY-SEVEN ONLY

All other terms and conditions of the P/O shall remain unaltered.

Please ack. receipt.

Yours faithfully,

(...)
Section Officer/A.D./D.D.

[illegible] on behalf of Purchaser name in DGS&D 1001

(9)

[illegible] Ministry, Department of Commerce (supply division), Chennai (through Authentication Cell). This issues with the approval of Competent Authority

2. Inspection Authority, ADG (QA), DGS&D, New Delhi

3. Quality Assurance Officer: Director of Quality Assurance - Director (QA), Bangalore

4. MIS Cell

5. Ledger Clerk

6. O.L. Section

7. R.I.O

(G.P. SAMRA SINGH)
ASSISTANT DIRECTOR (S)
FOR DIRECTOR GENERAL OF SUPPLIES & DISPOSALS

(10)

Annexure-45-29(iii)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: SEV/2017/ Date: 25.09.2017

Reference order(s) No: SI M/NIT-K/2017/120 dated 29.03.2017

Subject: Final Inspection report over supply, installation, commissioning & working of the solar geysers on Boys Hostel Number 01 rooftop of the institute.

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Boys Hostel Number: 01" of the institute on 25.09.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection

S. No.	Detail	Number
1	Total number of systems supplied	18
2	Total number of systems installed	18
3	Total number of systems commissioned	18
4	Total number of systems found working	18

Comments by committee: Satisfactory

Remarks: NIL

(Rakesh Kumar)
Member

(Jayaram Nakka)
Member & Convener

(Atma Ram Gupta)
Member

Hostel Warden(s)
Special Invitee

(Sandeep Kakran)
Member

(Saurabh Charana)
Chairman

(Anil Dahiya)
Member

To:
The Dean (Estate)

Copy to:
The Prof. I/C (Electrical Maintenance)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: SEM/2017/ Date: 25.09.2017

Reference order(s) No. SE/NIT/2017/120 dated 29.03.2017

Subject: Final Inspection report over supply, installation, commissioning & working of the solar geysers on Boys Hostel Number 02 rooftop of the institute.

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Boys Hostel Number: 02" of the institute on 25.09.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection

S. No.	Detail	Number
1	Total number of systems supplied	18
2	Total number of systems installed	18
3	Total number of systems commissioned	18
4	Total number of systems found working	18

Comment(s) by committee: Satisfactory
Remarks: Nil

(Rakesh Kumar)
Member

(Jayaram Nakka)
Member & Convener

(Atma Ram Gupta)
Member

(Saurabh Chanana)
Chairman

Hostel Warden(s)
Special Invitee

(Sandeep Kakran)
Member

(Anil Dahiya)
Member

To:
The Dean (Estate)

Copy to:
The Prof. I/C (Electrical Maintenance)

(12)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: SFM/2017 Date: 25.09.2017

Reference order(s) No. SEM/NITK/2017/120 dated 29.03.2017

Subject: Final Inspection report over supply, installation, commissioning & working of the solar geysers on Boys Hostel Number 03 rooftop of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "**Boys Hostel Number: 03**" of the institute on 25.09.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection:

S. No.	Detail	Number
1	Total number of systems supplied	18
2	Total number of systems installed	18
3	Total number of systems commissioned	18
4	Total number of systems found working	18

Comment(s) by committee: Satisfactory

Remarks: Nil

(Rakesh Kumar)
Member

Hostel Warden(s)
Special Invitee

(Jayaram Nakka)
Member & Convener

(Atma Ram Gupta)
Member

(Sandeep Kakran)
Member

(Saurabh Charana)
Chairman

(Anil Dahiya)
Member

To:
The Dean (Estate)

Copy to:
The Prof. I/C (Electrical Maintenance)

(13)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: SEM/2018/69

Date: 07.02.2018

Reference order(s) No. SEM/NITK/2017/120 dated 29.03.2017

Subject: Final Inspection report over supply, installation, commissioning & working of the solar geysers on Boys Hostel Number: 04 rooftop of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Boys Hostel Number: 04" of the institute on 06.02.2018 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection:

S. No.	Detail	Number
1	Total number of systems supplied	17
2	Total number of systems installed	17
3	Total number of systems commissioned	17
4	Total number of systems found working	17

Comment(s) by committee: Satisfactory

Remarks: Nil

(Rakesh Singh)
Member

Hostel Warden(s)
Special Invitee

(Jayaraju Nokka)
Member & Convener

(Atma Ram Gupta)
Member

(Sandeep Kakran)
Member

(Saurabh Chandra)
Chairman

(Anil Dahiya)
Member

Faculty IIC (EM & T)

07/02/18

plz put up the case after necessary actions.

(14)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: SEM/2018/69. Date 07-02-2018

Reference order(s) No: SEM/NITK/2017/120 dated 20.03.2017

Subject: Final Inspection report over supply, installation commissioning & working of the solar geysers on Boys Hostel Number. 05 rooftop of the institute.

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Boys Hostel Number: 05" of the institute on 06.02.2018 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection.

S. No.	Detail	Number
1	Total number of systems supplied	17
2	Total number of systems installed	17
3	Total number of systems commissioned	17
4	Total number of systems found working	17

Comment(s) by committee: Satisfactory

Remarks, If

(Rakesh Kumar)
Member

Hostel Warden(s)
Special Invitee

(Jayatani Nakka)
Member & Convener

(Atma Ram Gupta)
Member

(Sandeep Kakran)
Member

(Saurabh Chanana)
Chairman

(Anil Dahiya)
Member

Faculty I/C (E.M & T)

07/02/18

Jt. Pls. put up the case after necessary entries.

(15)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: SEM/2018/70 Date: ____ 2018

Reference order(s) No SEM/NITK/2017/120 dated 29.03.2017

Subject: Final Inspection report over supply, installation, commissioning & working of the solar geysers on Boys Hostel Number 06 rooftop of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Boys Hostel Number: 06" of the institute on 06.02.2018 to assess the status of supply, installation, commissioning & working of the solar geyser systems

The following status was found with reference to above cited subject & details as on the date of inspection

S. No.	Detail	Number
1	Total number of systems supplied	15
2	Total number of systems installed	15
3	Total number of systems commissioned	15
4	Total number of systems found working	15

Comment(s) by committee: Satisfactory

Remarks: Nil

06/02/18
Hostel Warden(s)
Special Invitee

(Rakesh Kumar)
Member
06/02/18

06/02/18
(Jayaram Pakka)
Member & Convener

06/02/18
(Atma Ram Gupta)
Member

06/02/18
(Sandeep Kakran)
Member

6/2/18
(Saurabh Chanana)
Chairman

(Anil Dahiya)
Member

Faculty I/C (EM & T)
07/02/18

JE(E) pls put up the case after necessary endors.

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INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Date: 02-02-2018

No: SFM/2018/ 71

Reference order(s) No SHM/NITK/2017/120 dated 29.03.2017

Subject: Final inspection report over supply, installation, commissioning & working of the solar geysers on Boys Hostel Number 07 roofton of the insitute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Boys Hostel Number 07" of the institute on 06.02.2018 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection:

S. No.	Detail	Number
1	Total number of systems supplied	22
2	Total number of systems installed	22
3	Total number of systems commissioned	22
4	Total number of systems found working	22

Comment(s) by committee: Satisfactory

Remarks: Nil

(Rakesh Kumar)
Member

(Jaysingh Rajka)
Member & Convener

(Atma Ram Gupta)
Member

(Saurabh Chanana)
Chairman

Hostel Warden(s)
Special Invitee

(Sandeep Kakran)
Member

(Anil Daniya)
Member

Faculty IC (E&M & I)

JE(E) pls. put up the case after necessary entries.

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Date 26.04.2017

No: SSM/2017

Reference order(s) No. SSM-NITK/2017/120 dated 29.03.2017

Subject: Final inspection report over supply, installation, commissioning & working of the solar geysers on Hostel Number 08 location of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Hostel Number: 08" of the institute on 25.04.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection:

S. No.	Detail	Number
1	Total number of systems supplied	22
2	Total number of systems installed	22
3	Total number of systems commissioned	22
4	Total number of systems found working	22

Comment(s) by committee: Satisfactory

Remarks: NIL

(Rakesh Gupta)
Member

(Chetty Prabhakar)
Special invitee

(Gunnelu Dyanamma)
Special invitee

(Jayaram Nakka)
Member & Convener

(Atma Ram Gupta)
Member

(Sandeep Kakran)
Member

(Gaurach Chandna)
Chairman

(Anil Dahiya)
Member

To:
The Dean (I state)

Copy to:
1. Prof. I/C (Electrical Maintenance)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Date 27.04.2017

No: SEM/2017/64

Reference order(s) No: SEM/NIT K/2017/120 dated 29.03.2017

Subject: Final inspection report over supply, installation, commissioning & working of the solar geysers on Hostel Number 03 roof top of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Hostel Number: 03" of the institute on 27.04.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection.

S. No.	Detail	Number
1	Total number of systems supplied	22
2	Total number of systems installed	22
3	Total number of systems commissioned	22
4	Total number of systems found working	22

Comment(s) by committee: Satisfactory

Remarks: Nil.

(Rakesh Kumar)
Member

(Jai Thakur)
Special Invitee

(Mohit Dua)
Special Invitee

(Jayaram Nakka)
Member & Convener

(Atma Ram Gupta)
Member

(Sandeep Kakran)
Member

(Saurabh Chandna)
Chairman

(Anil Dahiya)
Member

To
The Dean (Estate)

Copy to:
The Prof. HO (Electrical Maintenance)

19

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Date: 07.04.2017

No: SEM/2017

Reference order(s) No. 1) SEM/NITK/2017/116 dated 27.03.2017
2) SEM/NITK/2017/120 dated 28.03.2017

Subject: Final inspection report over supply, installation, commissioning & working of the solar geysers on Alaknanda Bhawan rooftop of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Alaknanda Bhawan Premises rooftop" of the institute on 30.03.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection:

S. No.	Detail	Number
1	Total number of systems supplied	11
2	Total number of systems installed	11
3	Total number of systems commissioned	11
4	Total number of systems found working	11

Comment(s) by committee: Satisfactory

Remarks: NIL

(Sandeep Kakran)
Member

(Rakesh Kumar)
Member

(Bhadri Sinha)
Special Invitee

(Anil Dahiya)
Member

(Jayaram Nakka)
Member & Convener

(Atma Ram Gupta)
Member

(Saurabh Chanana)
Chairman

To:
The Dean (Estate)

Copy to:
The Prof. IC (Electrical Maintenance)

(20)

INSTITUTE LEVEL FINAL INSPECTION COMMITTEE REPORT
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Date: 07.04.2017

No: SEM/2017/

Reference order(s) No. 1) SEM/NITK/2017/117 dated 27.03.2017
2) SEM/NITK/2017/120 dated 29.03.2017

Subject: Final Inspection report over supply, installation, commissioning & working of the solar geyser on Bhagirathi Bhawan rooftop of the institute

The INSTITUTE LEVEL FINAL INSPECTION COMMITTEE inspected the "Bhagirathi Bhawan Premises rooftop" of the institute on 30.03.2017 to assess the status of supply, installation, commissioning & working of the solar geyser systems.

The following status was found with reference to above cited subject & details as on the date of inspection:

S. No.	Detail	Number
1	Total number of systems supplied	18
2	Total number of systems installed	18
3	Total number of systems commissioned	18
4	Total number of systems found working	18

Comment(s) by committee: Satisfactory

Remarks: Nil

(Rakesh Kumar)
Member

(Shahida)
Special Invitee

(Shweta Meena)
Special Invitee

(Jayaram Nakka)
Member & Convener

(Alma Ram Gupta)
Member

(Sandeep Kakran)
Member

(Saurabh Chanana)
Chairman

(Anil Dahiya)
Member

To:
The Dean (Estate)

Copy to:
The Prof. I/C (Electrical Maintenance)

BoG 45.30 To note the Power Purchase Agreement (PPA) signed between NIT, Kurukshetra and M/s SunSource Energy Pvt. Ltd., Noida for the "Supply, Installation, Testing, Commissioning and Maintaining of 1MW Solar Roof Top Power Plant in NIT, Kurukshetra" for 25 years under RESCO mode as specified by Solar Energy Corporation of India (SECI).

The Government of India is encouraging to install the Rooftop Solar Power Plant on all Government Buildings for energy conservation and to over come the power crisis in India (Appendix 45.30(i) from pages 306 to 308). In order to promote the installation of Rooftop Solar Power Plants (RSPP) and for better feasibility to establish the RSSP, the Solar Energy Corporation of India Ltd., (an government of India enterprise) has been making the efforts and call the tenders for implementation of grid connected roof top solar PV system scheme for government buildings in different States/ Union Territory of India indentified under CAPEX/ RESCO model.

In perusal to the above and through the source of SECI website the Solar Energy Corporation of India Ltd. (SECI), New Delhi under its Tender Reference No. SECI/C&P/MNRE/1000MW RT/IND/122016 dated 09.12.2016 made an allocation to successful bidders vide Reference letter No. SECI/C&P/MNRE/1000MW RT/IND/ 122016/NOA/15876 dated 12.09.2017 (Appendix 45.30(ii) from pages 309 to 327). In which, under clause 2.1 referring to Part-B at S. No. 12, the following firms are eligible and allocated for the state of Haryana under RESCO model.

Sr. No.	Name of Company/Firm
01.	RMS Automation Systems Limited, C-138, Naraina Industrial Area, Phase-I, New Delhi - 110028
02.	SG Renewable Energy Pvt. Limited, Addwatt Power Solution Pvt. Limited, 108, 1st Floor, Pinnacle Tower, Sector-62, Noida – 201301 (UP)
03.	Sunsource Energy Pvt. Limited, B-14, Sector – 132, Noida – 201301 (UP)
04.	Azure Power Rooftop One Pvt. Limited, 8 Local Shopping Complex, Pushp Vihar, Madangir, New Delhi – 110062
05.	KEE Projects Limited, 901/912, Vishal Tower, District Centre, Janakpuri, New Delhi - 110058

However, to select one suitable and worthy firm from the above said enlisted and eligible firms an Institute Roof-top Solar Power Plant (IRSPP) a Committee was constituted by the competent authority in which the Coordinator of School of Renewable Energy and Efficiency of institute will be the Chairman and the School Affairs Committee Members shall replicate as Members of this Committee whereas the Faculty In-charge (Electrical Maintenance & Telephones) was the Member Convener (Appendix 45.30(iii) on page 328).

The Institute Roof-top Solar Power Plant (IRSPP) Committee called Expression of Interest from all eligible firms allocated for the State of Haryana to install Rooftop Solar Power Plant at NIT, Kurukshetra (Appendix 45.30(iv) from pages 329 to 330). However, only one firm i.e., M/s Sunsource Energy Pvt. Limited, Noida has turned-up to establish Rooftop Solar Power Plant of capacity of 1MW at NIT Kurukshetra. The firm representatives have been called to the Institute to present the Detail Project Report (DPR) to finalize the technical and other relevant aspects (Appendix 45.30(v) on page 331). After due deliberations, the IRSPP Committee assured the capability and technical aspects of the proposal and recommended for signing the Power Purchase Agreement (PPA) to the Competent Authority of Institute. After legal vetting, the PPA has been signed between NIT, Kurukshetra and M/s. Sun Source Energy Pvt. Ltd, Noida. The agreement in brief states that the Rooftops of Institute Buildings are leased for 25 years to establish the RSPP. The total cost of the system is approximately Rs. 4,50,00,000/- as per Central Electricity Regulatory Commission and all is to be born by M/s Sunsource Energy Pvt. Ltd. as per the policy of SECI and mutual Power Purchase Agreement. The power generated from the plant will be integrated to Institute electrical network at appropriate locations. The energy generated is calibrated every month and the Institute will pay an amount of Rs.3.32 per unit drawn from the RSPP. Presently, Institute is paying an amount of Rs.7.2 per unit to UHVBNL. This action may almost cut down 30-50% electricity charges of Institute at the condition of existing load.

In case, if generation is more than the utilization in the Institute, the additional generated power will fed back to the UHVBNL grid and the UHVBNL credit the amount of units consumed from the Institute which is one of the major feature of this project. To achieve this mechanism Institute has applied for net metering mechanism to UHVBNL. These credited units will be balanced in future consumed units of UHVBNL.

The Institute has signed the Power Purchase Agreement with M/s Sunsource Energy Pvt. Limited, Noida as per SECI guidelines for which the Institute does not bear any financial liability in SITC and erection of RSP project. (Appendix 45.30(vi) from pages 332 to 375). *The project work has been started and expected to commence on or before 31st July 2018 in the institute.*

In view of the above, it is proposed that *the Board of Governors may note the Power Purchase Agreement signed between NIT Kurukshetra and Sun Source Energy Pvt. Ltd., Noida for the Supply, Installation, Testing, Commissioning and Maintaining the 1MW Institute Rooftop Solar Power Plant for 25 years.*

Annexure-45.30(i)

URGENT

F.No.M.11018/11/2016-CDN
Government of India
Ministry of Human Resource Development
Department of Higher Education
CDN Section
***

229-C, Shastri Bhawan, New Delhi
Dated 22nd September, 2016

Subject: Installing of Grid Connected Solar PV panels in Central Govt. Buildings- signing of PPA regarding.

The undersigned is directed to refer to CDN Section's earlier communication of even number dated 27th April, 2016 & 21st June, 2016 and subsequent reminders latest one dated 20th September, 2016 on the above subject and it is again requested to sign the PPA without fail.

2. Present status of installation of solar panels /signing of PPAs with authorized agencies may please be furnished by 5:00 PM today.

(N.C. Raghab)
Deputy Secretary (CDN)
Intercom- 752

Dir(A)	122877
DS(TC)	122877 (1)
Dir(ICC)	122877 (2)
DS(TS-IV)	122877 (3)
DS(CU)	122877 (4)
DS(HE)	122877 (5)
DS(MC & FAD)	122877 (6)

(2)

URGENT

F.No.M.11018/11/2016-CDN
Government of India
Ministry of Human Resource Development
Department of Higher Education
CDN Section
***

229-C, Shastri Bhawan, New Delhi
Dated 20th September, 2016

Subject: Installing of Grid Connected Solar PV panels in Central Govt. Buildings- signing of PPA regarding.

The undersigned is directed to refer to CDN Section's earlier communication of even number dated 27th April, 2016 & 21st June, 2016 and subsequent reminders latest one dated 6th September, 2016 on the above subject.

2. A copy of letter dated 30th August, 2016 received from M/o Urban Development is enclosed wherein M/o Urban Development have again requested MHRD to ensure that the building custodian who pays the electricity bill shall sign the PPA at the earliest for installation of solar panel in the buildings under MHRD. The progress of this scheme is being monitored by PMO. MoUD have requested to sign above mentioned PPA without fail so that solar panels are installed in the buildings by Sep./Oct. 2016 and the same may be intimated to CDN Section for onward transmission to MoUD.

(Devender Kumar)
Under Secretary (CDN)
Intercom: 724

Encl. As above

US(CDN)
Going through various documents, it appears above is applicable on the buildings under MHRD. Institutions do not have any such building fund under the scheme. The bills encashed may also be seen

To:

AS(T)	12-197	
JS(CU&L)	12-197	(1)
JS(NIT & DL)	12-197	(2)
JS(HE)-except Scholarship Div.	12-197	(3)
JS(BP)	12-197	(4)

Copy for similar action to:
EA(SE&L) 12-197(5)

All Div Heads - This is applicable only to the grant assisted institutions

21/9/16

DDG (NITs) - these instructions are applicable to all centrally funded institutions

(3)

GOVERNMENT OF INDIA
MINISTRY OF URBAN DEVELOPMENT
NIRMAN BHAWAN

No. 01/ECC/RESCO/2016/2589
To,

The Joint Secretary (Admn.),
Ministry as per attached list,
Govt. of India,
New Delhi.

New Delhi - 110011, Dated the 30/8/2016 20

Sub: Installation of Grid Connected Rooftop Solar PV panels in Central Govt. Buildings- signing of PPAs regarding.

Reference is invited to my letter vide no. 01/ECC/RESCO/142 Dated 23.05.2016 wherein you were reminded for issuing instructions to the buildings custodian who pays the electricity bill for signing the PPA latest by 25.04.2016 for installation of solar panel in the buildings under your Ministry. This is in accordance with the decision taken in the meeting held on 5-6 April, 2016 under the chairmanship of Secretary Coordination, Cabinet Secretariat, Rashtrapati Bhawan, Minutes of Meeting (MOM) was issued vide no. 411/2/3/2016 dated 13.04.2016.

Further in the review meeting of CoS held on 28.07.2016 under the chairmanship of Cabinet Secretary, wherein it was again decided that the Power Purchase Agreements (PPAs) for installation of Solar Photo Voltaic panels on the rooftop of Govt. buildings on RESCO model shall be signed in August 2016. Minutes of Meeting (MOM) issued vide no. 411/2/3/2016-Cab. III dated 02.07.2016 (copy enclosed).

Therefore it is again requested to ensure that the buildings custodian who pays the electricity bill shall sign the PPA at the earliest for installation of solar panel in the buildings under your Ministry. Please find enclosed herewith the list of buildings where survey was done for installation of solar panel but PPAs are not signed till date. It is also requested that instructions may be issued to the building custodian for getting the survey done of the buildings found in the enclosed annexure from RESCO.

The progress of this scheme is being monitored by PMO. It is therefore now important to sign the above mentioned PPA without fail so that solar panels are installed in the buildings By Sept. /Oct. 2016. CPWD units of that area will coordinate/assist for implementation of the same, including countersigning the PPA.

Encl: As above.

(B.Anand) 30/8/16
Joint Secretary (Works & HRIDAY),
MoUD, Govt. of India

Copy to :-
1. Cabinet Secretary, for kind information please.
2. Secretary MNRE, for kind information please.
3. PPS to Secretary MoUD.
4. DG CPWD for issuing direction to field units for facilitating clients to sign the PPA.

Joint Secretary (Works & HRIDAY),
MoUD, Govt. of India

Annexure-45.30(ii)

सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Solar Energy Corporation of India Ltd.
(A Government of India Enterprise)
स्वच्छ भारत – स्वच्छ ऊर्जा

Ref. No : SECI/C&P/MNRE/1000MW RT/IND/122016/NOA/ 15875
Date 12.09.2017

SunSource Energy Pvt. Limited
B - 14, Sector - 132
Noida - 201 301
UTTAR PRADESH

Attn. Mr. Adarsh Das (Director & CEO)

Sub. Letter of Allocation (LOA) as Successful Bidder/ Developer for Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX and/ or RESCO Model (PHASE - I) against RfS No : SECI/C&P/MNRE/1000MW RT/IND/122016

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated 09.12.2016

1.2 Bidding documents for the subject package issued vide our NIT Ref. No. SECI/C&P /MNRE/1000MW RT/IND/122016 dated 09.12.2016

1.2.1 Amendments to Bidding Documents issued vide our Amendment no. I dated 29.12.2016, Amendment no. II dated 20.01.2017, Amendment no. III dated 14.04.2017, Amendment no. IV dated 21.04.2017 and Amendment no. V dated 26.04.2017

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on 10.01.2017, issued vide our clarifications dated 20.01.2017

1.3 First envelope of the Bid submitted by the bidder for the subject package and was opened on 15.05.2017

1.4 Second Envelope of the Bid by the bidder for the subject package and was opened on 21.07.2017

1.5 Consent for matching with L-1 Price

2.0 AWARD OF CONTRACT AND ITS SCOPE

We confirm having accepted bid of the successful bidder/ developer (referred to at para 1.3 & 1.4 above) read in conjunction with all the specifications, terms & conditions of the bidding documents (referred to at para 1.2, 1.2.1 & 1.2.2) and specific consent offered (referred to at para 1.5 above), and award on the successful bidder/ developer the Contract (also referred to as the "Project" or "Scheme") for performance of all activities, as set forth in the documents, viz. Implementation of 1000MW Grid Connected Roof Top

Regd. Office : 1st & 2nd floor, Wing A, Rajiv Gandhi Bhawan, Safdarjung Airport, Safdarjung Enclave, New Delhi - 110 029
Phone : 011 - 41659200, Email : corporate@seci.co.in, Website : www.seci.co.in
CIN : U40108DL2011GOI225263

Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX and/ or RESCO Model (PHASE - I). The scope of work inter-alia includes the following

"Site Survey, Planning, Design, Engineering, Manufacture, Supply, Storage, Civil Work, Erection, Testing & Commissioning of the Grid Connected Rooftop Solar PV Project including Operation & Maintenance (O & M) of the project for a period of 05 (Five) Years under CAPEX (Part - A) and for a period of 25 (Twenty-Five) Years under RESCO (Part - B) after Operational Acceptance"

The Scope of the Work would accordingly, but not limited to Site Survey of Identified Roof Tops/ Identification of New Roof Tops, Site Visit, Solar Potential Assessment, Finalisation of Feasibility Report for Identified Locations, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing, Commissioning, Submission of Project Proposals and PCRs in SPIN Portal, ensuring net metering as per the State/ UT/ Island policies, quality control of the grid connected rooftop Solar PV Project including Operation and Maintenance (O & M) of the project for a period of 5 (Five) years under CAPEX (Part - A) and for a period of 25 (Twenty-Five) Years under RESCO (Part - B) after operational acceptance of project

Any additional modification work of the roof tops in order to implement the system/ project shall be in the scope of successful bidder/ developer. In addition to the identified roof top proposals from SECI side, developer(s) may also come up with their suitable/ feasible potential roof top proposals for Government Buildings under different Ministries of Central and/ or State.

The scope of work under this Letter of Allocation (LOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/ or your bid but are necessary for the successful completion of the scope under the Contract for the Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX and/ or RESCO Model (PHASE - I), unless otherwise specifically excluded in the bidding documents or in this LOA.

2.1 You, shall be liable solely and severally for the execution of the Project in accordance with terms and conditions of the bidding documents

3.0 ALLOCATED CAPACITY ALONG WITH PROJECT COST AND/ OR TARIFF

3.1 The details of state-wise allocated capacity along with project cost and/ or tariff as per the following break-up

State	CAPEX (Part-A)		RESCO (Part-B)	
	Capacity (in kWp)	Project Cost/kWp (in INR)	Capacity (in kWp)	Tariff/kWh (in INR)
Delhi	NIL	Not Applicable	3000	3.390
Haryana	NIL	Not Applicable	2000	3.320
Rajasthan	NIL	Not Applicable	3000	3.190
Uttar Pradesh	NIL	Not Applicable	3000	3.910
GRAND TOTAL	**NIL**		**11000**	

- No buildings are being allocated to you against Delhi, Rajasthan and Uttar Pradesh. You need to bring your own proposal related to Central/ State government buildings on the allocated states (i.e. Delhi, Rajasthan and Uttar Pradesh).

3.2 The details of the levelized tariff (duly stamped and signed) of 25 years under RESCO (Part - B) shall be furnished by you within 30 (Thirty) days from the date of issuance of this LOA. The same should be in the prescribed format attached as Annexure-I and final value shall not exceed the L-1 price of the allocated state/ UT/ Island.

3.3 The benchmark cost of Ministry of New and Renewable Energy (MNRE) is as mentioned below :-

For Projects having size of 1 kWp to 10 kWp	INR 70,000/- per kWp
For Projects having size of 10.1 kWp to 100 kWp	INR 65,000/- per kWp
For Projects having size of 100.1 kWp to 500 kWp	INR 60,000/- per kWp

The total outgo (i.e. sum of indicated Project Cost in the table under clause no. 3.1 of this LOA Plus Incentive against each State/ UT/ Island) shall not exceed the benchmark cost of MNRE mentioned above under clause no. 3.3.

3.4 The incentive structure applicable is tabulated below :-

Sl. No.	Achievement vis-à-vis Target Allocation	Incentives for General Category States/ UTs	Incentives for Special Category States/ UTs/ Islands
1	60% and above within the sanctioned period	INR 16,250/- per kW	INR 39,000/- per kW
2	Below 60% and above 50% (including 50%) within the sanctioned period	INR 9,750/- per kW	INR 23,400/- per kW
3	Below 50% and above 40% (including 40%) within the sanctioned period	INR 6,500/- per kW	INR 15,600/- per kW
4	Below 40% within the sanctioned period	NIL	NIL

Special Category States/ UTs/ Islands include - North Eastern States including Sikkim, Uttarakhand, Himachal Pradesh, Jammu & Kashmir, Andaman & Nicobar Islands and Lakshadweep Islands.

The incentives indicated above are subject to revision on Annual basis and shall be read in conjunction with clause nos. 3.5 and 3.6.

3.5 Incase of CAPEX Mode, the incentives mentioned in the table under clause no. 3.3 of LOA shall be limited to

3.5.1 For Sr. No. 01 (INR 16,250/- per kW for general category states/ UTs and INR 39,000/- per kW for special category states/ UTs/ Islands) upto 25% of the benchmark cost or the cost of allocated state mentioned under clause no. 3.1, whichever is lower, for general category states/ UTs and upto 60% of the benchmark cost or the cost of allocated state mentioned under clause no. 3.1, whichever is lower, for special category states/ UTs/ Islands.

3.5.2 For Sr. No. 02 (INR 9,750/- per kW for general category states/ UTs and INR 23,400/- per kW for special category states/ UTs/ Islands) upto 15% of the benchmark cost or the cost of allocated state mentioned under clause no. 3.1, whichever is lower, for general category states/ UTs and upto 36% of the benchmark cost or the cost of allocated state mentioned under clause no. 3.1, whichever is lower, for special category states/ UTs/ Islands.

3.5.3 For Sr. No. 03 (INR 8,500/- per kW for general category states/ UTs and INR 15,600/- per kW for special category states/ UTs/ Is and) upto 10% of the benchmark cost or the cost of allocated state mentioned under clause no. 3.1, whichever is lower, for general category states/ UTs and upto 24% of the benchmark cost or the cost of allocated state mentioned under clause no. 3.1, whichever is lower, for special category states/ UTs/ Islands

3.6 Incase of RESCO Mode, the incentive amount for general category states/ UTs will be upto 25% of the benchmark cost as mentioned under Clause no. 3.3 of this LOA. The benefit of the incentives should be passed on to the customer in the form of reduced tariff by factoring incentive. In case of special category states/ UTs/ Islands the applicable incentives will be upto 60% of the benchmark cost as mentioned under Clause no. 3.3 of this LOA

4.0 DISBURSEMENT OF INCENTIVE

The incentive shall be disbursed as follows

The incentive shall be released after commissioning of the project and submission of Project Commissioning Reports (PCRs) in SPIN portal at the end of sanction period and submission of original audited Statement of Expenditure (SOE). The successful bidder/ developer will also make the sites/ premises available for inspection by MNRE/ SECI or its designated team/ agency. Minimum 40% of the sanctioned capacity has to be installed in order to avail incentives

The First Lot of the applicable incentive amount (2/3 of the amount) shall be released against successful demonstration of the desired PR of 75% against commissioning. The Second Lot of the applicable incentive amount (1/3 of the amount) shall be released against successful demonstration of the desired CUF of 15% for general category states/ UTs and 13.5% for special category states/ UTs/ Islands against completion of first year of successful O & M. In case of non-achievement of above mentioned 02 different milestones (first at commissioning and second at first year of O & M), no incentive shall be disbursed. However, SECI may extend an option to developer(s) for re-demonstration of performance parameters after due rectification at its sole discretion

SECI may consider to release incentive on case to case basis depending on the actions taken by the successful bidder/ developer and subject to meeting the following conditions:

- The rooftop SPV power plant should be completed as per the scope of RfS.
- The rooftop SPV power plant must get CEIG inspection certificate.
- Intimation to the concerned DISCOM : All the davulopers shall intimate the concerned DISCOMS regarding implementation of grid connected roof top solar PV projects as per the given format in Annexure-M of RfS and submit the copy of same to SECI for the purpose of release of Incentive.
- Owner Consent : In case the successful bidder/ developer is not the Owner of the Project, subsidy shall be released to successful bidder/ project developer after written consent of roof top owner only. For RESCO projects, owner shall be the successful bidder/ developer.

5.0 PERFORMANCE SECURITY

The successful bidder/ developer is required to furnish at the earliest but not later than 30 days from the date of issuance of this Letter of Allocation the Performance Security(ies), as per the bidding documents, for an amount of as described below: -

For general category states/ UTs:
PBG amount = (INR 16.26 Lakh) X Allocated Capacity in MWp in a State.

For special category states/ UTs/ Islands.
PBG amount = (INR 39.00 Lakh) X Allocated Capacity in MWp in a State

The Performance Securities shall be submitted separately for all the States. Pari Performance Security shall not be accepted.

Any delay in submission of Performance Security beyond 30 (Thirty) days shall attract interest @ 1.25 % per month on the total amount, calculated on day to day basis. SECI at its sole discretion may cancel the allocated capacity and forfeit 100% of Bid Bond/ EMD, in case the requisite Performance security is not submitted within 60 days from issuance of Letter of Allocation.

The Performance Security shall be valid for a minimum period of 5 (Five) years from the date of issuance of Letter of Allocation and shall be renewed/ extended till the completion of 5 years of O & M period. The Performance Security shall be released after 5 years from the date of commissioning with the compliance of entire obligations in the contract

In case, due to delay, Performance Security submitted by the successful bidder/ developer is forfeited in full/ part, the successful bidder/ developer has to resubmit the Performance Security of requisite amount and validity as per the RfS, failing which their Incentive amount shall not be released.

The Performance Security shall be submitted in the form of bank guarantee in requisite format from an eligible bank as described in the RfS documents.

6.0 SCHEDULE FOR COMPLETION OF PROJECT/ SANCTION PERIOD

The schedule for completion of project shall be **30.06.2018 for general category states/ UTs** and **30.09.2018 for special category states/ UTs/ Islands** for all contractual purposes.

If the successful bidder/ developer fails to commission the sanctioned project within specified time i.e. on or before 30.06.2018/ 30.09.2018, as the case may be, no incentive shall be disbursed. However, further period of 06 (Six) months shall be allowed to successful bidder/ developer for completion of entire unexecuted allocated capacity and penalty/ LD on per day basis calculated for the Performance Security on a 06 (Six) months period would be levied. After 06 months (i.e. after 30.12.2018/ 30.03.2019, as the case may be), the entire project will get cancelled and the total PBG would be forfeited.

7.0 INITIAL ALLOCATION OF BUILDINGS

For facilitating successful bidder/ developer, a list of Government Buildings/ Institutions indicating location/ address/ tentative roof top size/ approximate capacity potential etc. is enclosed at Annexure-II for the state of Haryana only. Initially SECI will allocate buildings/ capacities as per the clause no. 1.5.3 (Allocation of Capacity) of the original RfS documents including its amendment

The capacity is estimated considering 1 kWp=15 Sq Mtr. However, in actual scenario it may vary typically in the range of 12 Sq Mtr to 15 Sq Mtr as per the actual site conditions such as type of roof, shading, free space availability, load conditions etc. Accordingly, the indicative Solar Roof Top Potential may also vary

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The list is purely indicative. This indicative list has been prepared (by an agency after assessment) along with the building addresses and the states which it belongs to. Based on the above, the initial allocation has been made as per methodology stipulated in original tender documents including its amendments and clarifications. Though due care has been taken in such allocation, successful bidders/ developers are requested to ascertain the buildings, feasibility of space including their capacities allocated to them and signing of PPA/ EPC Agreement in consultation with the owner of the building upon allocation by SECI. In case of any discrepancies in initial allocation of buildings/ capacities, bidders are requested to factor in those discrepancies prior to giving acceptance of LOA. The final installation capacity shall be sanctioned by SECI based on submission of Project Sanction Documents to SECI

All the buildings having proposed installation capacity of less than and including 105 kWp shall be allocated under CAPEX Model initially based on assumption Only. Similarly, all the buildings having proposed installation capacity of more than 105 kWp shall be allocated under RESCO Model initially based on assumption only.

The initial allocation of buildings shall be indicative and valid for 30 (Thirty) days only from the date of issuance of Letter of Allocation. The bidders may submit their consent/ project sanction documents to SECI during this initial 30 (Thirty) days for the allocated buildings. After 30 (Thirty) days from LOA, any successful bidder/ developer shall be allowed to execute the Project on the allocated building(s) for which no consent/ project sanction documents are received by SECI. Final sanction shall be accorded by SECI to those successful bidder/ developer who will come with sanction documents on "First Come" basis

7.1 Any successful bidder/ developer, who do not wish to adopt the initially allocated buildings by SECI, shall submit their consent preferably within 30 (Thirty) days from the date of issuance of Letter of Allocation. Alternatively, those successful bidder/ developer may bring his own proposal related to Central/ State government buildings on the allocated state/ any other state. Similar proposal may be considered by SECI on its own discretion and subject to approval by Competent Authority. In case the proposal of successful bidder/ developer corresponds to any other state, the lowest L-1 Price between both the states (i.e. Allocated Vs. Proposed) shall prevail.

7.2 The successful bidder/ developer needs to contact and obtain the consent from building owner immediately. In case the building owner does not agree for installation under allocated model (either CAPEX/ RESCO), successful bidder/ developer need to intimate such case along with consent from building owner in writing preferably within 30 (Thirty) days from the date of issuance of Letter of Allocation. In case the building owner does not agree for the allocated model (either CAPEX/ RESCO), the successful bidder/ developer will have an option to execute the allocated capacity on the desired model (either CAPEX/ RESCO) of the building owner by matching the L-1 Price of the desired model corresponding to that particular state. A written request duly approved by the building owner shall be submitted to SECI for reference, records and further necessary actions

7.3 In case the successful bidder/ developer does not want to execute the allocated capacity as mentioned above under clause no. 7.2, SECI will re-allocate alternative buildings on the quoted model of the successful bidder/ developer either in same state or in different state subject to availability and upon successful bidder's/ developer's consent. In this case the lowest L-1 Price of both the states shall prevail

7.4 Incase SECI will not able to re-allocate alternative buildings, the successful bidder/ developer may come up with its own proposal related to any Central/ State government buildings either on the allocated state or in different state. The desired model (either CAPEX/ RESCO) shall be clearly written and duly approved by the building owner on the said alternative proposal. The alternative proposal may be considered by SECI on its own

discretion and subject to approval by Competent Authority. In this case the lowest L-1 price of both the states shall prevail.

7.5 In case of non-availability of alternative roof tops, the successful bidder/ developer shall have an option for Interstate Transfer of Capacities as per clause no. 1.7.2 of the RfS documents subject to availability. In this case the lowest L-1 price of both the states shall prevail.

7.6 In case of non-fulfilment of any of the conditions mentioned above under Clause no. 7 maximum within 30.06.2018 for general category states/ UTs or 30.09.2018 for special category states/ UTs/ Islands, the PBG for the unexecuted capacity(ies) shall be forfeited at the sole discretion of SECI.

7.7 In case the successful bidder/ developer opts for any of the options indicated above under clause nos. 7.2, 7.3, 7.4 or 7.5, the amended Performance security (PBG pertaining to additional capacity allocated or capacity transferred) shall be submitted within 15 (Fifteen) days from the date of issuance of such notification in line with clause no. 1.7.3, Page 38 of original RfS documents. Similarly in case of decrease in revised allocated capacity with respect to that of original allocated capacity, Performance Security of respective decreased capacity shall be released by SECI without any interest charges.

8.0 SANCTION OF PROJECT

After submission of project sanction documents by the successful bidder/ developer and accepted by SECI, SECI will issue the sanction letter(s) for the project(s) indicating the incentive amount(s) which will be disbursed in line with the provisions of the RfS document including its amendment(s). The successful bidder/ developer shall complete the entire scope of the work within 30.06.2018/ 30.09.2018, as the case may be.

9.0 SERVICE CHARGES OF SECI

In both general category states/ UTs and special category states/ UTs/ Islands, service charges of SECI shall be computed as 5% of the [Quoted Project Cost/ MNRE benchmark cost, whichever is lower, minus incentives]

The above charges are exclusive of Goods and Service Tax (GST) which shall be paid extra as per applicable norms.

As the service charges of SECI shall be collected at the time of submission of project sanction documents i.e. prior to execution of the project, the amount of incentive to be disbursed can't be computed at that point of time. Hence the Service/ PMC Charges of SECI shall be computed as 5% of the [Quoted Project Cost/ MNRE benchmark cost, whichever is lower]. However, after disbursement of incentive, a proportionate adjustment may be done at the sole discretion of SECI and refund shall be made if any.

10.0 LIQUIDATED DAMAGES

If the successful bidder/ developer fails to commission the sanctioned project within specified time, Liquidated Damages on per day basis calculated for the Performance Security on a 06 (Six) months period would be levied. After 06 (Six) months the project will get cancelled and the total Performance Security amount would be forfeited.

10.1 If a project of 1 MWp in general category state/ UT is delayed by 36 days then the Liquidated Damages will be levied as given below

Liquidated Damages = [(Performance Security)/180 Days] * delayed days = (1,625,000/180) * 36 = INR 325,000/-

10.2 If a project of 1 MWp in special category state is delayed by 30 days then the Liquidated Damages will be levied as given below

Liquidated Damages = [(Performance Security)/180 Days] * delayed days = (3,000,000/180) * 30 = INR 750,000/-

11.0 This Letter of Allocation constitutes formation of the Contract and comes into force with effect from the date of issuance of this Letter of Allocation

12.0 All other terms and conditions including technical specifications and details shall be as per the bidding documents (referred to at para 1.2, 1.2.1 & 1.2.2 Page 01 of this LOA).

13.0 **PROJECT MANAGER/ ENGINEER-IN-CHARGE**

The authorized Project Manager/ Engineer-in-Charge for implementation of the Project on behalf of SECI is mentioned below:

Shri Rajesh Kumar Jain (Addl. General Manager - Solar)

Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building
District Center, Saket
New Delhi - 110 017

Phone : 0091 (11) 71989211 Fax : 0091 (11) 71989245
E-mail : agmsolar@seci.co.in

All future correspondence shall be addressed to the authorized Project Manager/ Engineer-in-Charge as mentioned above

14.0 This Letter of Allocation is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Annexure as a token of your acknowledgement within 30 (Thirty) days from the date of its issuance

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

Solar Energy Corporation of India Limited

Manas Ranjan Mishra
12.09.2017

Manas Ranjan Mishra
Manager (Contracts & Procurement)

[illegible] - Manas Ranjan Mishra [illegible]

Enclosures

ANNEXURE - I - Format for Levelized Tariff
ANNEXURE - II - List of Initial Allocated Buildings (For the state of Haryana only)

Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX/ RESCO Model (PHASE - II)

LIST OF PROPOSED SITES ALONGWITH PROPOSED INSTALLATION CAPACITY FOR M/s SUNSOURCE ENERGY PVT. LIMITED IN HARYANA (2000 kWp)

RESCO MODEL (INR 3.320 per kWh)

(INDICATIVE)

S. No.	State/ UT/ Island	Ministry	Name and Address of the Proposed Site	Indicative Rooftop Capacity (kWp)
1	Haryana	Ministry of Culture	Suraj Kund Masonery Tank Village Tekanpur, District Faridabad	201
2	Haryana	MINISTRY OF CULTURE	Sal Mahal, Michala Purani Mandi, Karnaul, Haryana 132001	201
3	Haryana	Ministry of Consumer Affairs, Food & Public Distribution	BIS, Faridabad, Sector 16, Samaypur Road, Balabhgarh, Faridabad	201
4	Haryana	Ministry of Defence - Department of Ex-Servicemen Welfare	ECHS Polyclinic Karnal, Red Cross Bhawan, Railway Road, Karnal	202
5	Haryana	MINISTRY OF CULTURE	Tomb of Khawja Khizr, Sonepat	202
6	Haryana	MINISTRY OF CULTURE	Ancient Sarai and Remains, Adi Badri, distt. Yamuna Nagar	203
7	Haryana	MHRD	Kendriya Vidyalaya No. 5, Atenby Lines, Ambala Cantt, Ambala Haryana	205
8	Haryana	MHRD	Kendriya Vidyalaya No. 2 10, Majander lines, Ambala Cantt, Ambala, Haryana	206
9	Haryana	Ministry of Culture	Gandhi Kaushetra Panorama & Science Centre, Kurukshetra	350
10	Haryana	Ministry of Agriculture	Cum-Central Soil Salinity Research Institute, A Farm, Karnal, Haryana 132001	394
		TOTAL		2023

Note: *The list is purely indicative. The capacity is estimated considering 1 kWp=15 Sq Mtr. However, in actual scenario it may vary typically in the range of 12 Sq Mtr to 15 Sq Mtr as per the actual site conditions such as type of roof, shading, free space availability, load conditions etc. Accordingly the indicative Solar Roof Top Potential may also vary.Successful Bidder need to ascertain the feasibility of space including installation capacity and signing of PPA/ EPC Agreement in consultation with the owner of the building upon allocation by SECI.*

Annexure - I

Implementation of 1000MW Grid Connected Rooftop Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India Under CAPEX/ RESCO Model (500MW Capacity PHASE - II)

DETAILS OF LEVELLIZED TARIFF FOR _____

Sl. No.	Year of Operation	Tariff (INR / kWh)	Discount Factor @ 11%	Discounted Tariff (INR / kWh)
1	2	3	4	5 = 3 * 4
1	1st Year (First Year)		1.000	0
2	2nd Year (Second Year)		0.901	0
3	3rd Year (Third Year)		0.812	0
4	4th Year (Fourth Year)		0.731	0
5	5th Year (Fifth Year)		0.659	0
6	6th Year (Sixth Year)		0.593	0
7	7th Year (Seventh Year)		0.535	0
8	8th Year (Eighth Year)		0.482	0
9	9th Year (Ninth Year)		0.434	0
10	10th Year (Tenth Year)		0.391	0
11	11th Year (Eleventh Year)		0.352	0
12	12th Year (Twelvth Year)		0.317	0
13	13th Year (Thirteenth Year)		0.286	0
14	14th Year (Forteenth Year)		0.260	0
15	15th Year (Fifteenth Year)		0.232	0
16	16th Year (Sixteenth Year)		0.209	0
17	17th Year (Seventeenth Year)		0.188	0
18	18th Year (Eighteenth Year)		0.170	0
19	19th Year (Nineteenth Year)		0.153	0
20	20th Year (Twentieth Year)		0.138	0
21	21st Year (Twenty First Year)		0.124	0
22	22nd Year (Twenty Second Year)		0.112	0
23	23rd Year (Twenty Third Year)		0.101	0
24	24th Year (Twenty Fourth Year)		0.091	0
25	25th Year (Twenty Fifth Year)		0.082	0
	Total		INR 0.000	
	Levellized Tariff for 25 Years (in INR / kWh) = X/9.351			INR 0.00
	Levellized Tariff for 25 Years in Words			

Note - 1: - The year of operation for first year shall be calculated w.e.f. date of commercial operation to 31st March of immediately succeeding financial year.

Note - 2:- The year of operation from second year upto twenty fifth year shall be calculated w.e.f. 1st April to 31st March of immediately succeeding financial year.

(14)

LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART-2)

Implementation of 3000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 300MW Identified Capacity under CAPEX/ RESCO Model (PHASE - I)

S. No	Name of the State/ Union Territory	Proposed Capacity of the State/ Union Territory (in MWp)	Name of the Approved Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in INR)	Allocated Capacity (in MW)	Remarks
33	Uttarakhand	9015.900	Adani Solar Pvt. Limited	[illegible]	[illegible]	[illegible]	2.341	2000	
			[illegible] Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
34	West Bengal	18343.900	[illegible] Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
TOTAL		455030.100						360556.180	

Note: This list is indicative and likely to be changed upon receipt of acceptance/ consent from successful bidders/ developers

LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART B)

Implementation of 100MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX/ RESCO Model (PHASE - II)

S. No	Name of the State/ UT/ Island	Proposed Capacity of the State/ UT/ Island (in kWp)	Name of the Successful Bidder Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in Rs)	Allocated Capacity (in kWp)	Remarks
[illegible]	Rajasthan	23525.800	Hexagon Renewables Power Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Gensol Consultants Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			SS Renewable Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Solarworld Energy [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Sunworks Energy Pvt. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Fourth Partner Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			PV Power Technologies Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Kiara Power Holdings Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Renew Solar Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Sikkim	210.000							
[illegible]	Tamil Nadu	24193.000	Ritesh Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Ravi Power Infra Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Greenko Solar Energy Solutions Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Solar Quest LLP	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Telangana	29902.500	Jalnagar Cotton Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Pioneer Solar Properties Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Fourth Partner Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART-I)

Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX/ RESCO Model (PHASE - I)

S. No	Name of the State/ UT Nodal	Proposed Capacity of the State/ UT (in MW)	Name of the Successful Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in INR)	Allocated Capacity (in MW)	Remarks
31	Tripura	3050.500	Arunachal Pradesh Power Corporation Pvt Ltd	[illegible] Sector-12, Gurgaon-122002, HARYANA	Karan Sharma	[illegible]	2.740	[illegible]	
			[illegible] Limited	[illegible] Bangalore-560001, [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Ujjwal Energy Limited	[illegible] Nagar Sector, Indore-452010 MADHYA PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
32	Uttar Pradesh	41495.500	Sustainable Power Limited	Plot No. 1, Sector-24, SHIVA [illegible] Gurgaon-122001, HARYANA	Ajay Bhatia	[illegible]	3.910	[illegible]	
			Enfinity International Pvt. Limited	[illegible] Sector-151, UTTAR PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
			Premier Solar Projects Pvt. Limited	[illegible] Main Road, Secunderabad-500009, TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Solar Pvt Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Hero Future Energies Limited	202, [illegible] Floor, [illegible] Delhi-[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Renew Solar Energy Pvt. Limited	10th Floor, [illegible] Building, Jacaranda Marg, [illegible] Phase 2, Gurgaon-122002 HARYANA	[illegible]	[illegible]	[illegible]	[illegible]	
			Premier Energy & Infra Solutions Pvt. Limited	[illegible] Road, Gurgaon-122018, HARYANA	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Solar Pvt Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Energy Pvt Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Ujjwal Energy Limited	[illegible] Nagar Sector, Indore-452010 MADHYA PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
			Green Power Rooftop One Pvt. Limited	[illegible] Delhi-[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Limited	[illegible] UTTAR PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Pvt Limited	[illegible] UTTAR PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Pvt Limited	[illegible] PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
			Rays Power Infra Pvt Limited	[illegible] Jaipur-302013, RAJASTHAN	[illegible]	[illegible]	[illegible]	[illegible]	

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LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART-B)

Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territories of India for 500MW Identified Capacity under CAPEX/ RESCO Model (PHASE - II)

S. No	Name of the State/ UT Island	Proposed Capacity of the State/ UT Island (in MWp)	Name of the Successful Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff Rs/ kWh (in INR)	Allocated Capacity (in MWp)	Remarks
[illegible]	Kerala	7211.500	Azure Power Rooftop One Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Madhya Pradesh	43345.800	RMS Automation Systems Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Maharashtra	39625.000	Fourth Partner Energy Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART-B)

Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territories for 500MW Aggregated Capacity Under CAPEX/ RESCO Model (PHASE - II)

S. No.	Name of the State/ UT Island	Proposed Capacity of the State/ UT Island (in MW)	Name of the Successful Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff (in INR)	Allocated Capacity (in MW)	Remarks
20	Tripura	279.000							
21	Nagaland	480.500	Arunachal Pradesh Power Corporation Pvt Ltd	[illegible] Power Corporation Pvt Ltd [illegible]	Rahul Sharma	[illegible]	2.843	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	2.842	[illegible]	
22	Mizoram	241.200							
23	Nagaland	1334.700	Arunachal Pradesh Power Corporation Pvt Ltd	[illegible]	[illegible]	[illegible]	[illegible]	500.000	
24	Odisha	14390.200	[illegible] Systems Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
25	Punjab	104.200							
26	Punjab	14043.400	[illegible] Systems Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

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LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART B)

Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW identified Capacity under CAPEX/ RESCO Model (PHASE - I)

S. No	Name of the State/UT(s)(in)	Proposed Capacity of the State/UT (in MW) (in MW)	Name of the Successful Bidder Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in Rs)	Allocated Capacity (in MW)	Remarks
[illegible]	Goa	2020.100	Tarmac Cables Pvt Ltd	[illegible]	[illegible]	[illegible]	3.140	[illegible]	
			Sun Energy Systems Limited	[illegible] Hyderabad-500032, TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Gujarat	8003.700	Renew Solar Energy Pvt. Limited	10th Floor, DLF Square [illegible] Phase 2, Gurgaon (2001) HARYANA	[illegible]	[illegible]	3.927	[illegible]	
			[illegible]	[illegible] Floor, Shangrila Plaza, [illegible] TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	Subhash Power Solutions Pvt Limited, 108, 1st Floor, Pinnacle Tower, Sector-62, Noida-201301, UP	[illegible]	[illegible]	3.937	[illegible]	
[illegible]	Haryana	3000.700	RSB Automation Systems Limited	[illegible] Delhi-110125	[illegible]	[illegible]	3.025	7000	
			[illegible]	ASP Power Systems Pvt Limited, 108, 3rd Floor, Pinnacle Tower, Sector-62, Noida-201301, UP	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible] Noida-201301, UTTAR PRADESH	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible] Sampling Complex [illegible] Delhi-110066	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	201012 Vista Tower Cosmos Center Janakpuri New Delhi 110058	[illegible]	[illegible]	[illegible]	100	
[illegible]	Himachal Pradesh	3818.900	Tarmac Cables Pvt Limited	Plot No. 96-2 [illegible] Industrial Area Jagpur-302013 RAJASTHAN	Arun Kumar, Jitendra Kumar	[illegible]	2.383	[illegible]	
			[illegible] Energy Pvt Limited	8th D-City, S No. 103, Kothapet Hyderabad-500032, TELANGANA	[illegible]	[illegible]	3.035	[illegible]	
			NCE Projects Limited	501-512, Vishal Tower, Janakpuri Sector, Janakpuri, New Delhi 110058	[illegible]	[illegible]	3.250	[illegible]	

LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART-B)

Implementation of 1000MW Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for 500MW Identified Capacity under CAPEX/ RESCO Model (PHASE - I)

S. No.	Name of the Solar UT Island	Proposed Capacity of the Solar UT Island (in MW)	Name of the Successful Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in INR)	Allocated Capacity (in MW)	Remarks
[illegible]	Jammu & Kashmir	6728.630	Sudhir Power Limited	[illegible]	Ajay Dhawan	[illegible]	4.210	[illegible]	
			Clearmax Green Energy Solutions Pvt. Limited	[illegible]	Kanishka Bora	[illegible]	[illegible]	[illegible]	
			[illegible] Limited	[illegible]	Amit Kaul	[illegible]	4.210	[illegible]	
			Upsa Energy Limited	[illegible]	Sonia Chadha	[illegible]	4.210	[illegible]	
			Hybrid Energy Solutions Pvt. Limited	6th Floor, The Palm Square, Golf Course Extension Road, Sector-66, Gurgaon-122018 HARYANA	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Jharkhand	4174.200	Sterlite Cables Pvt. Limited	[illegible]	[illegible]	[illegible]	3.435	1665.880	
[illegible]	Karnataka	5874.700	Mytrah Energy Pvt. Limited	[illegible] TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
			Amplus Electricals Pvt. Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			TEP Solar [illegible]	[illegible] TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible] TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Clearmax Green Energy Solutions Pvt. Limited	[illegible]	Kanishka Bora	[illegible]	[illegible]	[illegible]	

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LIST OF SUCCESSFUL BIDDERS/DEVELOPERS UNDER RESCO MODEL (PART-B)

Grid Connected Roof Top Solar PV System Scheme for Government Buildings in Different States/ Union Territory of India for Aggregated Capacity under CAPEX/ RESCO Model (PHASE-I)

S.No.	Name of the State/UT/Island	Proposed Capacity of the State/UT/Island (in MW)	Name of the Successful Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in Rs)	Allocated Capacity (in kW)	Remarks
[illegible]	Andaman & Nicobar Islands	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Andhra Pradesh	15735.800	Renew Solar Energy Pvt Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Arunachal Pradesh	906.300	Arunachal Pradesh Power Corporation Pvt Ltd	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	Assam	5126.302	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

LIST OF SUCCESSFUL BIDDERS/ DEVELOPERS UNDER RESCO MODEL (PART-B)

Implementation of 1000MW Grid Connected Roof Top Solar Pv System Scheme for Government Buildings in Different States/ Union Territories of India for 500MW Identified Capacity under CAPEX/ RESCO Model (PHASE - II)

S. No	Name of the State/ UT/ Island	Proposed Capacity of the State/ UT/ Island (In kWp)	Name of the Successful Bidder/ Developer	Address of the Successful Bidder/ Developer	Contact Person	Contact Details	Tariff per kWh (in ₹)	Allocated Capacity (in kWp)	Remarks
1	Bihar	9661.400	Shreyas International Pvt. Limited	[illegible] ODISHA	K Manoj Reddy	[illegible] [illegible]@gmail.com	4.550	3011	
			Hartek Solar Energy Pvt. Limited	[illegible] Building, [illegible] Marg, [illegible] Phase 2, Gurgaon 122002 HARYANA	Sudhir Kumar Mishra	[illegible]	[illegible]	[illegible]	
			Ujaas Energy Limited	701, NRK Business Park, Vijay Nagar Square, [illegible] MADHYA PRADESH	Rohit Chauhan	[illegible]	[illegible]	3098.450	
2	Chandigarh	2757.150	Ishwar Cables Pvt. Limited	[illegible] Industrial Area, [illegible] RAJASTHAN	[illegible] / Devendra Kumar	[illegible]	3.440	[illegible]	
			Azure Power Rooftop One Pvt. Limited	[illegible] Local Shopping Complex, [illegible] Vihar, [illegible], New Delhi 110062	Gaurang Sethi	[illegible]	[illegible]	[illegible]	
3	Chhattisgarh	5433.000	RMS Automation Systems Limited	[illegible] Industrial Area, [illegible] New Delhi 110020	Arun Kumar Chaurasia (Manager [illegible])	[illegible]	[illegible]	[illegible]	
			Pv Power Technologies Pvt Limited	[illegible]	Jatin Dewal	[illegible]	[illegible]	[illegible]	
			Azure Power Rooftop One Pvt Limited	8, Local Shopping Complex, [illegible] Vihar, [illegible], New Delhi 110062	Gaurang Sethi	[illegible]	[illegible]	[illegible]	
4	Dadra & Nagar Haveli	3541.800	Fourth Partner Energy Pvt. Limited	[illegible] Hyderabad [illegible] TELANGANA	[illegible]	[illegible]	[illegible]	[illegible]	
5	Delhi	30785.100	Horizon Renewable Power Pvt Limited	[illegible] New Delhi 110001	[illegible]	[illegible]	[illegible]	[illegible]	
			Smart Wattage? Pvt Limited	[illegible] Delhi [illegible]	Vinod Kumar Aggarwal	[illegible]	[illegible]	[illegible]	
			[illegible] Solar Pvt Limited	[illegible] Place, New Delhi [illegible]	[illegible] Jain	[illegible]	[illegible]	[illegible]	
			[illegible] Energy Pvt Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			Hero Future Energies Limited	[illegible] Industrial Estate, [illegible], New Delhi 110020	[illegible]	[illegible]	[illegible]	[illegible]	
			Azure Power Rooftop One Pvt Limited	[illegible] Local Shopping Complex, [illegible] New Delhi 110062	Gaurang Sethi	[illegible]	[illegible]	[illegible]	
			[illegible] Solar Pvt Limited	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Solar Energy Pvt Limited	[illegible] Building, [illegible] Gurgaon 122002 HARYANA	[illegible]	[illegible]	[illegible]	[illegible]	
			[illegible] Limited	[illegible] New Delhi [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

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ELECTRICAL MAINTENANCE SECTION
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

Dated: 16.11.2017

No: EM/2017/556.

NOTIFICATION

Upon the consequences of mark and infrastructure and assigned associated faculty members in School of Renewable and Efficiency (SREE), henceforth the constitution of "Institute Roof top Solar Power Plant (IRSPP)" committee is as follows:

1.	Coordinator, SREE	Chairman
2.	Dr. Sneha Vachera SAC Member, SREE	Member
3.	Dr. Gulshan Sachdeva SAC Member, SREE	Member
4.	Dr. Avadhesh Yadav SAC Member, SREE	Member
5.	Dr. Girbabu Dyanamina SAC Member, SREE	Member
6.	Faculty I/C (EM&T)	Member & Convener

The above said committee will handle the following tasks in the Institute

The IRSPP committee will take necessary steps to finalize the technical aspect and complete the Power Purchase Agreement (PPA) formalities with one of the enlisted vendors of SECI or through an appropriate channel on or before 31st December 2017. The PPA may be formulated in the interest and benefits of the Institute. This committee will be involved in the total project execution and the maintenance to full extent. This committee will take necessary support cooperation and approvals from the relevant sections/departments/centers or authorities in the institute time to time to materialize and maintain the IRSPP task.

This is issued with the approval of the competent authority

16/11/2017

Faculty I/C (EM & T)

To:-
The Coordinator,
School of Renewable and Efficiency

Copy to:

1. Prof. I. M. Saini, Electrical Engg. Department
2. Dr. Pradeep Kumar, Electrical Engg. Department
3. All other concerned members of IRSPP committee
4. Chief Advisor for kind information
5. All Deans
6. All Heads of Departments/ All Coordinators of Schools
7. Prof-in Charges (Estate & Construction/ Examination/ Student Clubs/ Physical Education/ CCN/ Health Centre/ Guest House)
8. Sr. Secretary to Registrar for kind information of the Registrar
9. Sr. Secretary to Director for kind information of the Hon'ble Director

(24)

Annexure-45.30(iv)

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
KURUKSHETRA - 136119

No. EM/NITKKR/2017/566 Date: 24th November 2017

To

Addresses as on overleaf

Subject:- Call for Expression of Interest (EoI) and competency evaluation for RESCO Model Institute Roof-Top Solar Power Plant (IRSPP) at NIT Kurukshetra

This is with reference to the letter No. SECI/C&P/MNRE/1000MW RTAND/122016 dated 09.12.2016 in which it is detailed for implementation of 1000MW Grid connected Roof Top Solar PV system scheme for government buildings in different States/Union Territory of India for 500MW cumulated capacity under CAPEX/RESCO Mode (Phase- I). In reference to the above, it is noticed that your organization has been enlisted as one of the successful bidders for the state of Haryana.

Also, we are glad to inform you that our institute (NIT Kurukshetra) is in the process of installing Roof-Top Solar Power Plant as per the norms of ECBC. This is proposed to execute under **RESCO Model** through the above cited reference scheme and subject implemented by Solar Energy Corporation of India (SECI).

In view of the above, you are requested to convey the Expression of Interest (EoI) and competency in executing these projects under RESCO Model. The EoI may be send to *Prof. Hari Singh, Chairman (IRSPP), Department of Mechanical Engg., NIT Kurukshetra - 136119* on or before 15th December 2017. **The EoI received after the above said date will not be entertained at any case.** Further, the institute authority may then convey the feasible dates for the presentation from authorized representative(s) of your firm.

This is for your kind information and necessary action please.

24/11/2017

(Dr. Jayaram Nakka)
Convener, IRSPP

Copy to:

1. Prof. Hari Singh, Chairman, IRSPP
2. Sr. Secretary to Registrar for kind information of the Registrar
3. Sr. Secretary to Director for kind information of the Hon'ble Director

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1. RMS Automation Systems Limited
   C-138, Naraina Industrial Area,
   Phase-I, New Delhi-110028

2. SG Renewable Energy Pvt. Limited,
   Addwat Power Solutions Pvt. Limited
   108, 1st Floor, Pinnacle Tower
   Sector 62, Noida-201301, U.P

3. Azure Power Rooftop One Pvt. Limited
   8, Local shopping Complex, Pushp Vihar
   Madangir, New Delhi-110062

4. KEE Projects Limited
   901/902, Vishal Tower, District Center
   Janakpuri, New Delhi 110058

5. SunSource Energy Pvt. Limited
   B-14, Sector – 132, Noida – 201301
   Uttar Pradesh

24/11/2017

Annexure-45.30(v)

ELECTRICAL MAINTENANCE SECTION
NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

No: EM/NITK/2018/37

Date: 29.01.2018

A meeting with the representative of M/s Sunsource Energy Pvt. Ltd. Noida is scheduled on 29.01.2018 (today) at 11:30AM along with institute authority in the board room. The meeting is being held to discuss the Detailed Project Report (DPR) of the Rooftop Solar Power Plant and Power Purchase Agreement (PPA). The following members are requested to make convenient to attend the above said meeting.

1. Prof. Hari Singh, Chairman, IRSPP
2. Registrar IC
3. H.O.D (Electrical)
4. H.O.D (Mechanical)
5. Prof. JC (F & C)
6. All IRSPP members
7. Assistant Engineer (Civil)
8. J.E. (Elect.)
9. Faculty IC (PM & T) Convener IRSPP

The Honourable Director will preside in the meeting.

29/01/18

Faculty IC (PM & T)
Convener IRSPP

All Concerned

Copy To:

1. Sr. Secretary to Registrar for kind information of the Registrar
2. Sr. Secretary to Director for kind information of the Honble Director

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POWER PURCHASE AGREEMENT

BETWEEN

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

AND

SUNSOURCE ENERGY PRIVATE LIMITED

FOR

DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, OPERATION & MAINTENANCE OF 999.7 kWp GRID CONNECTED ROOF-TOP SOLAR PHOTOVOLTAIC AND SMALL SOLAR POWER PLANTS IN RESCO MODEL

SUNSOURCE ENERGY PVT. LTD.

REGISTRAR I/C.
National Institute of Technology, Kurukshetra
KURUKSHETRA-136119

This Power Purchase Agreement (PPA) is executed on 28th March 2018 at Kurukshetra between NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA-136119, HARYANA represented by its REGISTRAR (hereinafter referred to as 'Purchaser')

AND

M/s **SUNSOURCE ENERGY PVT. LTD. having CIN No. U74900UP2010PTC039281**, a Company Incorporated under the Companies Act, 1956/2013 having its registered office at B-53, Sector–37, RO11, Greater Noida 201308, Uttar Pradesh and having its principal place of business at B-14, Sector 132, Noida 201301, Uttar Pradesh, India, represented by its legal representative Mr. SUDESH PRADHAN (hereinafter referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

A. The Power Producer has been notified as successful bidder by Solar Energy Corporation of India ("SECI") for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 999.7 kWp Rooftop Solar PV System at National Institute Of Technology, Kurukshetra Campus" (Project) and as per competitive bidding under RFS No. SECI/C&P/MNRE/1000MW RT/IND/12/2016 dated 09/12/2016.

B. The Power Producer is engaged in the business of design, supply, erection, testing, commissioning, operating and maintenance power plants, including grid connected rooftop power projects.

C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of 999.7 kWp capacity at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.

D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and interpretation

1.1 Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires the following words and phrases shall be defined as follows:

(a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;

SUNSOURCE ENERGY PVT. LTD.

(b) "Affiliate" means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person

(c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.

(d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.

(e) "Assignment" has the meaning set forth in Section 24.1;

(f) "Business Day" means any day other than Sunday or any other day on which banks in the state of Haryana are required or authorized by Applicable Law to be closed for business;

(g) "Commercial Operation Date" has the meaning set forth in Section 4.3(b)

(h) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power;

(i) "Deemed Generation" has the meaning set forth in Section 5.3 (c)

(j) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser

(k) "Dispute" has the meaning set forth in Section 17.7 (b);

(l) "Disruption Period" has the meaning set forth in Section 5.3 (c)

(m) "Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;

(n) "Due Date" has the meaning set forth in Section 7.4;

(o) "Effective Date" has the meaning set forth in Section 2;

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(p) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1;

(q) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

(r) "Force Majeure Event" has the meaning set forth in Section 11.1

(s) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.

(t) "Governmental Authority" means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

(u) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-Indemnified Parties, as the context requires.

(v) "Insolvency Event" means with respect to a Party, that either

i. Such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator or the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

ii. It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them

(w) "Installation Work" means the construction and installation of the System and the Start up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.

(x) "Invoice Date has the meaning set forth in Section 7.2.

(y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity obligation)

(z) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.

(aa) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

(bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.

(cc) "Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. PR= (Measured output in kW / Installed plant capacity in kW* 1000 W/m^2 /Measured radiation intensity in W/m^2)

(dd) "Person" means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority

(ee) "Power Producer Default" has the meaning set forth in Section 12.1(a)

(ff) "Power Producer Indemnified" has the meaning set forth in Section 16.2.

(gg) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement

(hh) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.

(ii) "Purchase Price" means the fee payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2

(jj) "Purchaser Default" has the meaning set forth in Section 12.2 (a).

(kk) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.1

(ll) 'Representative' has the meaning forth in Section 15.1.

(mm) 'Scheduled Complete Date' has the meaning set forth in Section 4.1(g); (nn) "Selected" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule III hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.

(oo) 'Solar Power" means the supply of electrical energy output from the System

(pp) "Solar Power Payment' has the meaning set forth in Section 7.1.

(qq) "System' includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting -fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.

(rr) "System Operations' means the Power Producer's operation; maintenance and repair of the System performed in accordance the requirement herein.

(ss) "Tariff' means the price per kWh set forth in Schedule II hereto.

(tt) "Term' has the meaning set forth in Section 3.1:

1.2 Interpretation

(a) Unless otherwise stated, all references made, in this Agreement to "Sections", 'Clauses' and 'Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement

(b) In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa; (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", 'hereto", "herein' and "hereunder' and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. Effective Date

This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

3. Terms and Termination

SUNSOURCE ENERGY

3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2 Purchase Option/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date. In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination

(a) There has been a material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.

(b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause. 17.7 (c)

4 Construction, Installation, Testing and Commissioning of the System.

SUN SOURCE ENERGY PVT. LTD.

4.1 Installation Work

(a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RFS No. SECI/C&P/MNRE/1000MW RT/IND/122016 dated 09/12/2016 and the sanction letter issued by SECI. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

(b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

(c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of 999.7 kWp. Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing. In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.

(d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.

(e) Unless otherwise agreed between the Parties, the Power Producer shall not do chipping of rooftop, or (b) water proofing of roof to be disturbed (c) Carry out any other modification of the Premises without the written consent of the Purchaser.

(f) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.

(g) The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings. If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld. Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the

SUNSOURCE ENERGY PVT. LTD.

scheduled completion period from the Effective Date ("Scheduled Completion Date") Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System

(h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to SECI genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the SECI RFS appended as Schedule VI format as per respective RFS document to this Agreement.

(i) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.

(j) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

4.2 **Approvals and Permits**

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 **System Acceptance Testing**

(a) The Power Producer shall give 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.

(b) If the results of such testing indicate that the System is capable of generating electric energy (at full rated KWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a Written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Date"

5 **System Operations**

5.1 **The Power Producer as Owner and Operator**

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser

Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors standard rates

5.2 Metering

(a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System

(b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.

(c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.

(d) The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM

(e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

(f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

(g) Power Producer shall be responsible for transformer etc. "If required" & metering as per respective clause of RFS (reference to be quoted).

5.3 System Disruptions

(a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.

(b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.

(c) Roof Repair and other System Disruptions In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate, Over the preceding 12 (Twelve) months, or, If the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power producer shall inform about the disruption or outage in System production, for reasons attributable to purchaser in writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6 **Delivery of Solar Power**

6.1 **Purchaser Requirement:**

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

(a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.

(b) In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing, which the Power Producer shall claim provisional deemed generation till the issue is finally settled

6.2 Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production". The Estimated Annual Production for each year of the Initial Term is set forth in Schedule V hereof.

6.3 Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week's advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in Schedule - II, the Tariff will be equal to Rs. 3.32/kWh levelized tariff as per SECI allocations. The 'year' considered shall be the financial year which April 1st to 31st March of every year as per SECI Schedule 'I provides a detailed year on year tariff schedule.

7.2 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

7.3 The invoice to the purchaser shall include.

(a) The Solar Power calculations for the relevant billing period.

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(b) Supporting data, documents and calculations in accordance with this Agreement

7.4 Time of payment

Purchaser shall pay all amounts due hereunder within 30 days after the date of the receipt of the invoice via email or post ("Due Date").

7.5 Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer only in immediately available funds to the' account designated by the Power Producer from time to time,. All payments made hereunder shall be non- refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, If any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE) If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.6 Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a late payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 1.25% per month ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rates. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice

7.7 Disputed Payments

In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Purchaser and Power Producer, If the dispute is still not resolved by the next following invoice it shall be referred to Arbitration as provided in the present Agreement.

7.8 Change in Law:

(a) For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer. The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law; or

(i) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court, or

(ii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or

(iii) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or

(iv) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.

(v) Any benefit arising due to change in above para (i) to (iv) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.8, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.8, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

(c) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

(i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or

(ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

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(a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises

(b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / onsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost

(c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels at the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

(d) Governmental Approvals While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations

(e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

(f) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property

8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

Name: Sourav Popli

Telephone: 0120 6500409

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Email: Contact@sunsource-energy.com

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:
Name: Kushagra Vandan
Telephone: 0120-6500409
Email: contact@sunsource-energy.com

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

(a) Notice of Damage or Emergency: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorney's fees and court costs) incurred in discharging and releasing such Lien

(c) Consents and Approvals: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to crawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.

(d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site."

(e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. Inspite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case

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of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.

(f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interferer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer

(g) Temporary storage space during installation — Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

(h) Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

(i) Evacuation — Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date' and pay interest on delayed payments, if any, as per this Agreement.

(j) Water - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels 5000 liters - twice a month.

(k) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM.

(l) Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by

the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.5. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity In addition presentations and warranties contained in the Agreement, each Party represent and warrants to the other that:

(a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;

(b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement

(c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms,

(e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of It's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues

11 Force Majeure

11.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

11.2 Excused Performance

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12 Default

12.1 **Power Producer Defaults and Power Purchaser Remedies**

(a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default")

(i) An Insolvency Event shall have occurred with respect to the Power Producer;

(ii) Failure to achieve Commissioning of the System within the period as per RFS Document; and

(iii) The Power Producer breaches any material term of the Agreement and

(A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same, or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

(i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("Purchaser Preliminary Default Notice"), which shall specify in reasonable detail the circumstances giving rise to the issue of such notice

(ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.

(iii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances; If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

(iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated

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Solar Power generated for a period of two years following the termination, considered on normative capacity utilization factor

(v) If the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.

(vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

12.2 **Power Purchaser Defaults and Power Producer's Remedies**

(a) **Purchaser Default** : The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default")

(i) An Insolvency Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed, and

(iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount.

(b) If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule II, that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 **Limitations of Liability**

13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement

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13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

13.3 Notwithstanding any liability, or obligation that may arise under the Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser.

14 **Assignment & Novation**

14.1 **Assignment:** Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser ,if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit

14.2 **Novation:** The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further

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writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3 Notices

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

Power Producer's address and contact details:

SunSource Energy Private Limited, B 14, sector-132, Noida-201301, Uttar Pradesh,
Contact Number. 0120- 201301
E-mail Id: Contact@sunsource-energy.com
Purchasers address and contact details:
NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA-136119, HARYANA
Contact Number: 01744 - 233238

14.4 Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent by courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day

15 Confidentiality

15.1 Confidentiality obligation

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and

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shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

(b) If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Producer's need for it has expired or upon the request of the Purchaser.

15.2 **Permitted Disclosures**

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that:

(a) Becomes publicly available other than through the receiving Party

(b) Is required to be disclosed under Applicable Law or pursuant to a validly issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement

(c) Is independently developed by the receiving Party; or

(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16 **Indemnity**

16.1 **Power Producer's Indemnity**

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 **Purchaser's Indemnity**

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer Indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to, the negligence or willful misconduct of any Power Producer Indemnified Party

17 **Miscellaneous**

17.1 **Amendments**

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

17.2 **Goodwill and Publicity**

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

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17.3 **Industry Standards**

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

17.4 **Cumulative Remedies**

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

17.5 **No Waiver**

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

17.6 **Survival**

The obligations under Section 8.1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 **Governing Law & Jurisdiction**

(a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.

(b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

(c) **Arbitration Procedure:**

Settlement of Dispute:

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If any dispute of any kind whatsoever arises between Purchaser and Power Producer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause (C), shall be finally settled by arbitration.

In case the Contractor (Power Producer) is a Public Sector Enterprise or a Government Department:

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In All Other Cases

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Purchaser and the Power Producer shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

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If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause _[Governing Law] and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding, and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
Cost of arbitration shall be equally shared between the Power Producer and Purchaser.

17.8 Severability

If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

17.10 Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.11 Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

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17.12 Non-Exclusive Agreement

This Agreement is on non exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner

17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings: written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

17.14 Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

17.15 Annual Accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

17.16 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

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IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

FOR & ON BEHALF OF		FOR & ON BEHALF OF	
NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA		POWER PRODUCER	SUNSOURCE ENERGY PRIVATE LIMITED
Signature:		Signature:	
Name:	DR. SURINDER DESWAL	Name:	SUDESH PRADHAN
Designation:	REGISTRAR INCHARGE REGISTRAR I/C. National Institute of Technology Kurukshetra KURUKSHETRA-136119	Designation:	MANAGER – BUSINESS DEVELOPMENT

WITNESSES			WITNESSES		
1)	Signature:	25.03.18	1)	Signature:	
	Name:	DR. HARI SINGH		Name:	SOURAV POPLI
	Designation:	PROF. DEPTT. OF MECHANICAL ENGG.		Designation:	ASSOCIATE MANAGER BUSINESS DEVELOPMENT
2)	Signature:	28/03/18	2)	Signature	
	Name:	DR. JAYARAM NAKKA		Name	VIVEK SINGH YADAV
	Designation:	ASST. PROF. – DEPTT. OF ELECTRICAL ENGG.		Designation	ASST. MANAGER

SCHEDULE-I

Description of the Premises:

Premises Overview	NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA
Segment	Under Ministry of Human Resource Development, GOI
Type of Roof	FLAT ROOF, INDUSTRIAL SHED
Hours of Operation	24X7
Security	Building and Plant Security will be proviced by Purchaser. Power Producer shall have access to roof 24x7 in case of any emergency Power Producer shall be allowed to use the staircase/facilities available in the building during construction
	Capacity and Area Requirement
Capacity	990.70 kWp
Module Area	Approx. 6500 sq. mtr (PV System)
Number of Building	Approx. 13
Roofs	Approx. 17
Capacity	5.70 kWp
Distribution	LT PANEL

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SCHEDULE II

FEES

Following are the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR 3.32/kWh which is the levelized tariff as per SECI allocation.

Year wise tariff is as follows:

Year 1	INR 3.32/kWh
Year 2	INR 3.32/kWh
Year 3	INR 3.32/kWh
Year 4	INR 3.32/kWh
Year 5	INR 3.32/kWh
Year 6	INR 3.32/kWh
Year 7	INR 3.32/kWh
Year 8	INR 3.32/kWh
Year 9	INR 3.32/kWh
Year 10	INR 3.32/kWh
Year 11	INR 3.32/kWh
Year 12	INR 3.32/kWh
Year 13	INR 3.32/kWh
Year 14	INR 3.32/kWh
Year 15	INR 3.32/kWh
Year 16	INR 3.32/kWh
Year 17	INR 3.32/kWh
Year 18	INR 3.32/kWh
Year 19	INR 3.32/kWh
Year 20	INR 3.32/kWh
Year 21	INR 3.32/kWh
Year 22	INR 3.32/kWh
Year 23	INR 3.32/kWh
Year 24	INR 3.32/kWh
Year 25	INR 3.32/kWh

The fees and payment details are provided in detail under clause 7 of this agreement.

SCHEDULE III

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure

2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.

3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other reason.

The price reference taken for calculating the total cost of the System is as per RFS rates for the state of Haryana, which has used the CERC guidelines for arriving at the System cost. On such System cost, the Purchase Price is determined on a year-on-year depreciation basis as follows:

Year of Term (End of Year)	Calendar Year	Purchase Price in Crore (Rs.)
1	Upto Mar-2019	4.65
2	Mar-2020	4.65
3	Mar-2021	4.14
4	Mar-2022	3.68
5	Mar-2023	3.26
6	Mar-2024	2.89
7	Mar-2025	2.55
8	Mar-2026	2.25
9	Mar-2027	1.97
10	Mar-2028	1.73
11	Mar-2029	1.52
12	Mar-2030	1.32
13	Mar-2031	1.15
14	Mar-2032	0.99
15	Mar-2033	0.85
16	Mar-2034	0.73
17	Mar-2035	0.62
18	Mar-2036	0.51
19	Mar-2037	0.42
20	Mar-2038	0.34
21	Mar-2039	0.27

22	Mar-2040	0.20
23	Mar-2041	0.14
24	Mar-2042	0.05
25	Mar-2043	0.04
26	Upto Completion of 25 Years from COD	0.00

SCHEDULE IV

Project :	999.7 kWp Solar On-Grid Power Project at NIT
Location :	Kurukshetra

Design Criteria

Expected Yearly Energy Generation Sheet

End of Year	Yearly Degradation 'MWH' (Modules & System) considered in PV system generation data	Global incident incoll. Plane (GlobInc) 'kWh/sq mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	2091	1,374.91
2	1.0%	2091	1,361.16
3	1.0%	2091	1,347.55
4	1.0%	2091	1,334.07
5	1.0%	2091	1,320.73
6	1.0%	2091	1,307.52
7	1.0%	2091	1,294.45
8	1.0%	2091	1,281.50
9	1.0%	2091	1,268.69
10	1.0%	2091	1,256.00
11	1.0%	2091	1,243.44
12	1.0%	2091	1,231.01
13	1.0%	2091	1,218.70
14	1.0%	2091	1,206.51
15	1.0%	2091	1,194.45
16	1.0%	2091	1,182.50
17	1.0%	2091	1,170.68
18	1.0%	2091	1,158.97
19	1.0%	2091	1,147.38
20	1.0%	2091	1,135.91
21	1.0%	2091	1,124.55
22	1.0%	2091	1,113.30
23	1.0%	2091	1,102.17
24	1.0%	2091	1,091.15
25	1.0%	2091	1,080.23

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SCHEDULE V

Government approvals

1. To be obtained by the power producer

   All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

   Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

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SCHEDULE VI

SECI RFS No. SECI/C&P/MNRE/1000MW RT/IND/12/2016 dated 9th December, 2016 including the subsequent amendments and clarifications notified till the bid submission date.

SUNSOURCE ENERGY PVT LTD

ANNEXURE-I

NAME OF THE BENEFICIARY:	SUNSOURCE ENERGY PRIVATE LIMITED
PRINCIPAL PLACE OF BUSINESS & ADDRESS:	Registered office at B-53, Sector-37, ROIL, Greater Noida 201308, Uttar Pradesh; Corporate office at B-14, Sector 132, Noida 201301, Uttar Pradesh
NAME OF THE BANK:	STATE BANK OF INDIA
BANK ADDRESS:	SME BRANCH, OKHLA INDUSTRIAL ESTATE, NEW DELHI – 110020
BANK ACCOUNT NO:	32410485902
TYPE OF BANK ACCOUNT - SB/CA/CC.	CASH CREDIT
IFSC/NEFT/RTGS CODE:	SBIN0000727
MICR CODE:	110002093
PAN CARD NO:	AANCS7704F
PHONE NO./FAX NO. WITH STD CODE.	0120-6500409
EMAIL ID OF CONTACT PERSON:	CONTACT@SUNSOURCE-ENERGY.COM ADAS@SUNSOURCE-ENERGY.COM

SUNSOURCE ENERGY PVT. LTD.

ADDENDUM-1 TO THE POWER PURCHASE AGREEMENT

THIS ADDENDUM TO THE POWER PURCHASE AGREEMENT (the "**Addendum**") executed between **NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA** and **SUNSOURCE ENERGY PRIVATE LIMITED** dated 28th March 2018 ("**Agreement**") is made on this 06th April 2018 at Kurukshetra ("**Execution Date**")

By and between:

SUNSOURCE ENERGY PRIVATE LIMITED having **CIN No. U74900UP2010PTC039281**, a Company incorporated under the Companies Act, 1956/2013 having its registered office at B-53, Sector–37, RO11, Greater Noida 201308, Uttar Pradesh (U.P.), India, and having its principal place of business at B-14, Sector 132, Noida 201301, Uttar Pradesh, India (hereinafter referred to as the "**Power Producer**"), which expression shall unless the context otherwise requires, means and includes its successors and permitted assigns) of the First Part;

AND

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA - 136119, Haryana (hereinafter referred to as "**Purchaser**"), which expression shall unless the context otherwise requires, means and includes its successors and permitted assigns) of the **Second Part**.

The **Power Producer** and **Purchaser** are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

A The Parties had entered into and executed the Agreement on 28th March 2018, along with schedules and annexures.

B Now, the Parties vide this Addendum wishes to amend certain terms and conditions of the Agreement and agree on certain new terms and conditions, which will form basis of this Addendum.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Schedule – I, Schedule – III and Schedule - IV in the Agreement shall stand replaced as below:

REGISTRAR I/C
National Institute of Technology Kurukshetra
KURUKSHETRA-136119

SCHEDULE – I

Description of the Premises (Project 1):

Premises Overview	NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA
Segment	Under Ministry of Human Resource Development, GOI
Type of Roof	FLAT ROOF – CTBT Building, Mechanical Block, Civil Block, Applied Mechanics Block, 300 Seater New Hostel, Cauvery Hostel, New Administrative Building of NIT Kurukshetra Campus.
Hours of Operation	24X7
Security	Building and Plant Security will be provided by Purchaser. Power Producer shall have access to roof 24x7 in case of any emergency. Power Producer shall be allowed to use the staircase/facilities available in the building during construction.
Capacity	499.85 kWp
Module Area	Approx. 3250 sqr mtr (PV System)
Number of Building	Approx. 7
Roofs	Approx. 9
Capacity	499.85 kWp
Distribution	LT PANEL

Description of the Premises (Project 2):

Premises Overview	NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA
Segment	Under Ministry of Human Resource Development, GOI
Type of Roof	FLAT ROOF - Mega Boys Hostel, Hostel Mess, Old Admin Block, Kalpana Chawla Hostel, Director Residence
Hours of Operation	24X7
Security	Building and Plant Security will be provided by Purchaser. Power Producer shall have access to roof 24x7 in case of any emergency. Power Producer shall be allowed to use the staircase/facilities available in the building during construction.
Capacity	499.85 kWp
Module Area	Approx. 3250 sqr mtr (PV System)
Number of Building	Approx. 7
Roofs	Approx. 9
Capacity	499.85 kWp
Distribution	LT PANEL

SCHEDULE – III

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other reason.

The price reference taken for calculating the total cost of the System is as per RFS rates for the state of Haryana, which has used the CERC guidelines for arriving at the System cost. On such System cost, the Purchase Price is determined on a year on year depreciation basis as follows

Year of Term (End of Year)	Calendar Year	Purchase Price in Crore (Rs.)/ MWp
1	Upto Mar 2019	4.50
2	Mar-2020	4.50
3	Mar-2021	4.14
4	Mar-2022	3.68
5	Mar-2023	3.26
6	Mar-2024	2.89
7	Mar-2025	2.55
8	Mar-2026	2.25
9	Mar-2027	1.97
10	Mar-2028	1.73
11	Mar-2029	1.52
12	Mar-2030	1.32
13	Mar-2031	1.15
14	Mar-2032	0.99
15	Mar-2033	0.85
16	Mar-2034	0.73
17	Mar-2035	0.62
18	Mar-2036	0.51
19	Mar-2037	0.42
20	Mar-2038	0.34
21	Mar-2039	0.27
22	Mar-2040	0.20
23	Mar-2041	0.14
24	Mar-2042	0.09
25	Mar 2043	0.04
26	Upto Completion of 25 Years from COD	0.00

SCHEDULE – IV (A)

Project	499.85 kWp Solar On Grid Power Project at NIT, Kurukshetra
Location :	CTBT Building, Mechanical Block, Civil Block, Applied Mechanics Block, 300 Seater New Hostel, Convery Hostel, New Administrative Building of National Institute of Technology, Kurukshetra

End of Year	Yearly Degradation 'MWh' (Modules & System) considered in PV system generation data	Global incident 'incoll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	2091	687.454
2	1.0%	2091	680.58
3	1.0%	2091	673.77
4	1.0%	2091	667.04
5	1.0%	2091	660.37
6	1.0%	2091	653.76
7	1.0%	2091	647.22
8	1.0%	2091	640.75
9	1.0%	2091	634.34
10	1.0%	2091	628.00
11	1.0%	2091	621.72
12	1.0%	2091	615.50
13	1.0%	2091	609.35
14	1.0%	2091	603.26
15	1.0%	2091	597.22
16	1.0%	2091	591.25
17	1.0%	2091	585.34
18	1.0%	2091	579.48
19	1.0%	2091	573.69
20	1.0%	2091	567.95
21	1.0%	2091	562.27
22	1.0%	2091	556.65
23	1.0%	2091	551.08
24	1.0%	2091	545.57
25	1.0%	2091	540.12

SCHEDULE – IV (B)

Project :	499.85 kWp Solar On-Grid Power Project at NIT, Kurukshetra
Location :	CTBT Building, Mechanical Block, Civil Block, Applied Mechanics Block, 300 Seater New Hostel, Cauvery Hostel, New Administrative Building of National Institute of Technology, Kurukshetra

End of Year	Yearly Degradation 'MWh' (Modules & System) considered in PV system generation data	Global incident in coll. Plane (GlobInc) 'kWh/Sq.mtr' Yearly	Energy injected into grid (E_Grid) 'MWh' Yearly 'A'
1	1.0%	2091	687.454
2	1.0%	2091	680.58
3	1.0%	2091	673.77
4	1.0%	2091	667.04
5	1.0%	2091	660.37
6	1.0%	2091	653.75
7	1.0%	2091	647.22
8	1.0%	2091	640.75
9	1.0%	2091	634.34
10	1.0%	2091	628.00
11	1.0%	2091	621.72
12	1.0%	2091	615.50
13	1.0%	2091	609.35
14	1.0%	2091	603.28
15	1.0%	2091	597.22
16	1.0%	2091	591.25
17	1.0%	2091	585.34
18	1.0%	2091	579.48
19	1.0%	2091	573.69
20	1.0%	2091	567.95
21	1.0%	2091	562.27
22	1.0%	2091	556.65
23	1.0%	2091	551.08
24	1.0%	2091	545.57
25	1.0%	2091	540.12

2. MISCELLANEOUS

(a) This Addendum shall come into effect from the Execution Date.

(b) The Parties agree that the terms and conditions as agreed between them under the Agreement continue to remain valid and effective as on the date of this Addendum.

(c) This Addendum shall constitute integral part of the Agreement

(d) The provisions of the Agreement not modified by this Addendum shall remain unchanged and wholly applicable between the Parties

(e) To the extent amended this Addendum shall prevail over and above any other agreements and contains the whole agreement between the Parties relating to the amendments as contemplated by this Addendum and supersede all previous correspondence, if any, between the Parties relating to the subject matter of this Addendum.

(f) The capitalized terms used in this Addendum but not defined shall have the meaning ascribed to them in the Agreement.

(g) This Addendum shall be governed by, and construed in accordance with, the laws of India. Any dispute or differences between the Parties shall be resolved and settled as per the terms of the Agreement

IN WITNNESS WHEREOF the Parties have caused the Addendum to be duly executed through their duly authorized representatives as of the date set forth above

FOR & ON BEHALF OF NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA		FOR & ON BEHALF OF POWER PRODUCER SUNSOURCE ENERGY PRIVATE LIMITED	
Signature:		Signature:	
Name:	DR. SURINDER DESWAL	Name:	SUDESH PRADHAN
Designation	REGISTRAR REGISTRAR National Institute of Technology Kurukshetra KURUKSHETRA-136119	Designation:	MANAGER – BUSINESS DEVELOPMENT

WITNESSES			WITNESSES		
1)	Signature:		1)	Signature:	
	Name:	Prof. HARI SINGH		Name	
	Designation:	Professor, Dept. of Civil Engg. NIT KKR		Designation:	
2)	Signature:		2)	Signature	
	Name:	Dr. JAYARAM NAIDU		Name	VIVEK SINGH YADAV
	Designation:	FACULTY NIT (ENGG.)		Designation	ASST. MANAGER

BoG 45.31 To consider and approve the minutes of 37th meeting of the Finance Committee, National Institute of Technology, Kurukshetra held on 04.06.2018.

The 37th meeting of the Finance Committee of the Institute is scheduled to be held on 04.06.2018 at Committee Room (New Building), Shri Lal Bahadur Shastri Rashtriya Sanskrit Vidyapeetha, Qutab Institutional Area, New Delhi. The agenda of the 37th meeting of the Finance Committee is enclosed for reference and appraisal. Minutes will be placed on the table.

The Board of Governors may approve the minutes of the 37th meeting of the Finance Committee held on 04.06.2018.

BoG 45.32 To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.

As per decision of the Board of Governors taken in its 44th meeting vide Agenda Item No.44.19, the Board desired that a written note stating the various initiatives / activities / achievements undertaken in the Institute by the Director be put up along-with the Agenda Item.

In view of the above decision of the Board, a brief summary of the initiatives / activities / achievements undertaken in the Institute during the last one year by the Director is as under:

1. **Accreditation of B.Tech. programs by National Board of Accreditation**

   The Institute had submitted proposals on six B.Tech. programs to NBA for accreditation. Subsequent to the NBA visit during 15-17 December 2017, five programs were accredited for three years and one for six years w.e.f. the session 2017-2018. Three-year provisional accreditation is extendable to six years' subject to satisfying the criteria of student faculty ratio (1:15).

   Accreditation process for 15 M.Tech. programs will be initiated after upgradation of the laboratories being used by PG students and faculty for research purposes.

2. **NIRF-2018 Ranking**

   Concerted efforts of all the stakeholders in the Institute has resulted in improving the NIRF ranking of the Institute to 43rd position, a quantum jump from the last year 60th rank. NIT Kurukshetra improved to 6th position from 12th position last year among 31 NITs in the country.

3. **Curriculum revision**

   Curriculum revision of all six B. Tech. programs has been another milestone in the academic domain of the Institute. A comprehensive exercise was undertaken to completely revise the course curriculum. Feedback was collected from all stakeholders-industry, employers, alumni, and students on the course contents. Entirely new curriculum was designed in sync with recent developments in the engineering streams and need of the industry and has been implemented w.e.f. academic session 2017-18. *Worth to mention that full sixth semester has been earmarked for internship.*

4. Sponsored Research Projects

The faculty has made remarkable progress in getting research projects sanctioned from various funding agencies with the details given in Table 1.

Table 1.

Projects sanctioned during 2017-18		On-going projects (Status on May'18)		Project Proposals under review		Goal FY: 2018-19	
Number	**Amt. (Lacs)**	**Number**	**Amt. (Lacs)**	**Number**	**Amt.**	**Number**	**Amt. (Lacs)**
19	309.45	38	714.65	44	1212.77	50	1000.00

Funding Agencies:
ISRO, SRRB, DST, WOSA, IUAC, ICPR, TBRL-DRDO, DBT, UGC-DAE-CSR, JCB-DRDO
Major components
(a) Equipments: Rs. 220 Lacs (b) Manpower: 35

Funding of the projects has made significant contribution towards enhancing research facilities for faculty and students in the Institute as well as fellowships for engaging research scholars.

5. Publications of the faculty

FY: 2017-18			Target (2018-19)		
Scopus	Web of Science	Citations	Scopus	Web of Science	Citations
365	355	1538	500	450	2500

6. Patents (Total no. of patents: 21)

From 2014-15 to 2016-17	FY: 2017-18			Target 2018-19
Filed / Granted	Filed	Published	Granted	Filing
17	04	--	---	07

An IPR Cell has been established in the Institute effective from July 2017.
The Cell has been instrumental in encouraging the faculty and students to file their innovations for patents and facilitating the process.

7. Creation of R & D Facilities

(i) High performance computing Lab

Installation of the supercomputing facility "PARAM SHAVAK" in the Institute Essentially required computing resource for conducting Machine Learning, Deep Learning, and AI related research

(ii) Innovation and Incubation Centre

The Centre extends mentorship from academic and industry personnel and financial support to the students to work on their innovative ideas

8. Siemens Centre of Excellence for Skill Development

A Centre of Excellence on industry relevant skill development is under progress with an investment of around Rs. 200 Crores. The CoE is envisaged to cater to the following:

Interdisciplinary Knowledge Center

- Serve as a Technical Knowledge Resource for Industry
- Equipped with State-of-the-Art Tools and Technologies
- Hub for "Technical" Skill Development programs in coordination with Universities and Industry
- Catalyze Industry-Academia Partnership

9. Altair Centre of Excellence on Internet of Things

The process has been initiated to establish a centre on IoT in collaboration with Carriots Analytics and Altair Engineering Pvt Ltd Bangalore with an estimated investment of around Rs. 1.00 crore. The Centre shall offer research and hands-on training facilities in the area of the next wave of technology- IoT.

10. Welding Centre of Excellence

Joint collaboration between KEMPI and NIT Kurukshetra to establish Advance Welding Technology Centre with approximate budgetary layout of Rs. 20 crores in Mechanical Engg.

11. Smart Intelligent Non-Polluting Electric Vehicle (Project cost: Rs. 93 Crore)

(Joint venture of NITI Aayog, NITKKR and Arniot Solutions, Bangalore)

Development of Zero Pollution Smart Intelligent Electric Vehicle of 0-4T payload focused on last mile delivery, jointly with Electrical Engg., Mechanical Engg., Electronics & Communication Engg., and Computer Engg. Departments

12. 3-D Printing Lab Facility

Joint collaboration: Altair, NIT Kurukshetra and Strsys. to establish the advance manufacturing lab. in Mechanical Engg.

13. Saker's Lab Facility (Earthquake Engg.)

Joint venture of Nuclear Power Corporation Ltd., Biss Technology & NIT Kurukshetra in Civil Engg. Deptt. with an amount of around Rs. 30 crores.

14. Atal Incubation Centre of Excellence for Critical Information Infrastructure Protection *(Project Cost Rs. 10 Crore)*

- To establish a world class center for developing advanced cyber defense technologies for national security
- To incubate startups to productionize these technologies to stable products for protection of critical information infrastructure protection

15. Centre for Development of Large Scale Agro-Waste based Hybrid Wood Substitute Composites *(Project cost: Rs. 30 Crore)*

It is a joint venture of NIT Kurukshetra and CSIR-Advanced Materials and Processes Research Institute, Bhopal (M.P) with the following objectives:

- To reduce smoke & air pollution in Haryana, Panjab and Delhi
- To create entrepreneurs and commercialization of technology

16. AEoN Centre of Excellence on Emerging Technologies

Discussions are going on to establish AEoN Centre of Excellence at NIT Kurukshetra in joint collaboration with AEoN Learning Pvt. Ltd., Bangalore.

The Centre aims to

- To improve employability and upgradation of students' knowledge in emerging technologies
- Revenue generation

17. Research and Consultancy Cell

A separate R& C Cell is being established for facilitating and enhancing consultancy from R & D organisations as well as industry. It aims at greater revenue generation contributing to self-sustenance of the Institute.

18. Upgradation of the Laboratories

With an investment of around Rs. 25 Crore, various labs in different departments have been upgraded/modernised including introduction of a few new labs meeting the requirements of the new course curriculum and industry.

19. Space Optimisation

- An audit of academic space was conducted for ascertaining optimal utilisation of the civil infrastructure- Lecture halls, tutorial rooms, labs, and office space for faculty and staff. This exercise has concluded that no extra space is required for running the existing academic programs.
- Condemnation of waste materials in all Deptts. & resource generation worth Rs.30 lakhs.

20. Civil Works: All issues in regard to the long pending civil works have been addressed and settled, with the cooperation & efforts of Board Chairman & Members.

21. Energy efficient campus

The Institute has taken initiative to switch to energy efficient electric appliances and LED driven lighting systems resulting in significant savings in electric power consumption.

Roof-top solar plant of 1 MW capacity is under installation stage and will be commissioned by end of July this year. It is a step towards transforming the campus to energy efficient eco-friendly green campus with minimal carbon footprint.
It will result in significant savings in the electricity consumption bill of the Institute.

22. Store & Purchase (Procurement process)

The procurement documents have been revised to simplify the process flow including revision of indent forms, sanctioning forms, stock verification forms etc.
It is worth to mention that writing-off policy of old inventories/stores has been executed successfully. It has made notable space available for academic purpose.

23. GIAN Courses-Seven
Mathematics (02) Computer Engg.(01), Computer Applications (02), ECE (01), Chemistry (01)
Highly distinguished professors from across the world were invited to conduct these GIAN courses including those from Canada, USA etc.

24. Conferences/Seminars/STC/FDPs

A large number of academic activities were organised during 2017-18 in the Institute. Worth highlighting is the **International Workshop on Sustainable Energy, Power and Propulsion (ISEPP-2018)** organized during March 18-22, 2018. This event was organized in collaboration with Indian Institute of Technology (IIT) Kanpur, University of Maryland College Park, University of Illinois Chicago, Analytic & Computational Research Inc. USA. Distinguished speakers from the renowned organisations, 23 overseas and 11 native, presented their latest research work which was well appreciated by the audience. The conference witnessed over hundred equally renowned and

established audience including research scientists from varied research labs CFEES, BRAHMOS, DRDL, ADE, GTRE, Professors and students from Technical Institutes of national repute.

The next iteration of the workshop has also been planned to be organised at NIT Kurukshetra in 2019.

25. Faculty awards

To accord the due recognition to the faculty for their valuable contributions in different functional domains of the Institute, Excellent Faculty Awards have been instituted effective from 2017-18. The categories of awards include, Administration, Research, R&D Projects and Lab development, IPR and Patents.

26. Grant of TEQIP-III Phase (Budget: Rs. 7.00 Crore)

The duration of the project is upto March, 2020. In this project, the Institute has been selected as a mentor Institute with Govt. Engg. College, Bikaner, Rajesthan as the mentee Institute.

27. Mentorship program for Students

Mentorship begins in the Institute for B. Tech. students,
One faculty mentor for a group of 15-20 students, comprising almost equal number from different years. This initiative will help the students in addressing their problems / issues / difficulties and also will provide them guidance and counselling for their overall growth and career.

28. Foreign students cell

Established in the Institute to address the problems / issues / difficulties being faced by foreign students. The cell as a platform exclusively for the foreign students, is a single point of contract and thus facilitates easy excess to such students.

29. The students' feedback system

Introduced students' feedback mechanism in the Institute w.e.f. even semester of the academic session 2017-18. Feedback collected from final year (8th sem) students. Analysis of the feedback has also been performed. Annexure- ??

30. National Collaborations:

i. Industrial collaborations

(1) *Delta Power Solutions Pvt. Ltd. Gurugram (Taiwan based company)*

- Hands-on training of students in the factory set-up

- The collaboration also extends industry expertise as mentor and financial support to students for transforming their ideas into prototype/models/processes

ii. Collaborations with R & D Organisations

(1) *C-DAC Pune*

- Development of the HPC facility at NIT Kurukshetra
- Training of faculty and students on HPC resources

(2) *Haryana Environmental Society, Yamuna Nagar*
(3) *Renewable Energy Department Haryana /HAREDA*

iii. Academic collaboration

(1) Dr. B R Ambedkar NIT Jalandhar

MoUs under process:

- CSIR-CSIO Chandigarh
- TBRL-DRDO Chandigarh
- HDFC Bank
- Conserve Infotech Private limited
- CSIR-Indian Institute of Petroleum Dehradun
- Indian Navy
- **Wadhwani Foundation**
  - To empower students with entrepreneurship traits and build leadership capabilities
  - To connect the students with mentors, experts, service providers and learning mechanisms

31. International Cooperation

i. University of Maryland, College Park, USA

- Joint project proposal under IMPRINT –II scheme submitted to DST entitled **"Highly Efficient Solar Energy Conversion with Pilot Scale Demonstration at NIT Kurukshetra"**
  Cost: Rs 200 Lacs
  Industrial Collaborator
  TaiCrystal International Technologies Co. Ltd. Taiwan
- Mutual cooperation in academic and research

ii. Ecole Normale Superieure-Cachan France

- Joint project proposal under IMPRINT-II scheme submitted to DST entitled **"Multi scale Modelling of an Eco-Building: Material Durability and Energy Efficiency"**

Cost Rs. 200 Lacs
Industrial Collaborator
CFD Virtual reality Institute Bangalore

- Exchange of research scholars for seminars, conferences

iii. *Instituto Tecnológico De Aeronáutica Federative Republic of Brazil*

- Mutual cooperation in academic and research

32. Solar Chulha

Dr. Avadhesh & Team won of Mechanical Engg. ONGC award and order of 1000 units has been given to NIT Kurukshetra for fabrication.

33. Award of scholarships to full time Ph.D. students

Institute scholarship awarded to 75% of eligible full-time Ph.D. students

34. Training and Placement

The campus placement for the academic session 2017-18 has been excellent. The details statistics are given as under.

Placement Statistics: Academic Session 2017-18

Number of Companies visited : 170; New Inductions: 29

UG Placements: 85.76 % (NITK); UG Internships: 127

Highest Pay Package : 39.12 Lakhs; Average Pay Package : 7.99 Lakhs

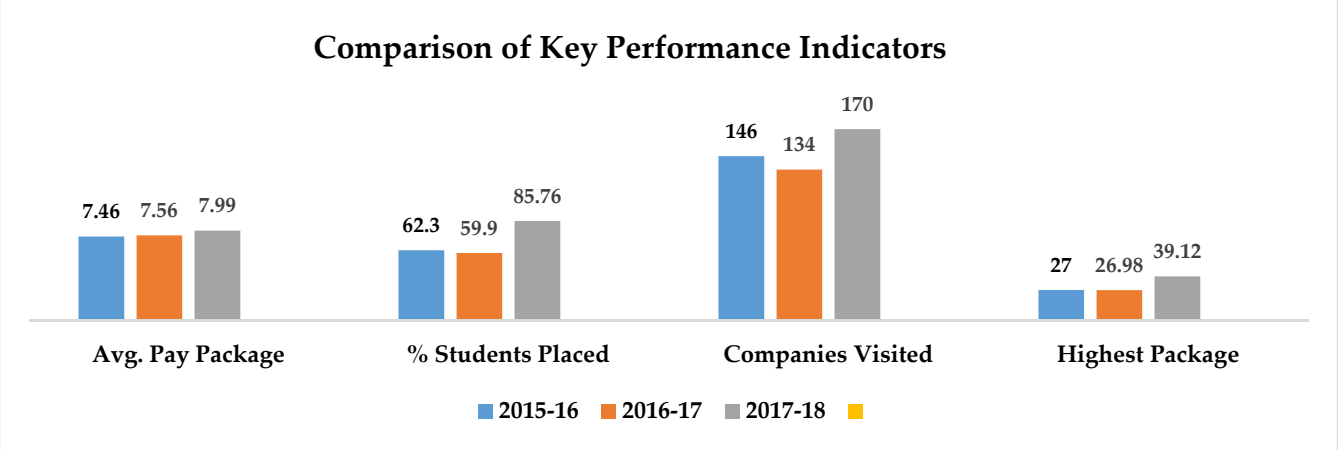
PG Placements: 29.13 % PG Internships: 17

UG Placements Details (2017-18)

Discipline	Eligible Students	Job Offers	Students Placed	% Students Placed	Max. Package (LPA)	Avg. Package (LPA)
Computer	79	101	79	100	28	10.65
Information Technology	80	86	76	95	39.12	11.75
Electronics and Comm.	80	96	80	100	22	7.06
Mechanical	88	80	73	82.95	16.7	6.33
Electrical	100	103	83	83	21.00	6.19
Civil	92	62	58	63.04	17.4	6.11
Production & Ind.	43	36	33	76.74	21.00	6.10
Summary	**562**	**564**	**482**	**85.76**	**39.12**	**7.99**

PG Placements details (2017-18)

Discipline	Eligible Students	Job Offers	Students Placed	Max. Package (LPA)	Avg. Package (LPA)
MBA	32	17	16	10.00	5.98
MCA	73	67	60	9.13	5.56
M. Tech.	324	53	49	28.00	6.20



Important Mention:

Training and Placement Cell successfully organized the comprehensive Diagnostic Module Test series to facilitate self-assessment of 6th semester students through CoCubes Technologies Pvt Ltd. this will enhance their performance during the test conducted for the placement purposes.

BoG 45.33 To note the action taken by the Institute on the Memorandum of Understanding (MoU) between National Institute of Technology (NIT), Kurukshetra and administrative Ministry of Human Resource Development (MHRD), Department of Higher Education, New Delhi

The Director (NITs), Technical Section-III, Department of Higher Education, Ministry of Human Resource Development, New Delhi vide e-mail dated 9th February, 2018 and subsequent e-mail dated 28th March, 2018 requested all the NITs to prepare according to the draft MoU and arrange to send the signed Memorandum of Understanding to the Ministry alongwith the approval of the Finance and the Board of Governors.

In view of above, a draft agenda was sent to the Hon'ble Chairperson, Finance Committee and other members of the Finance Committee by circulation vide office letter No. Acs./FC/Circulation/(Acs/FC/SPL-1 dated 17.04.2018. The approval for the same has been received from all the members of the Finance Committee.

Subsequently, the minutes of the above agenda of Finance Committee were sent to the Hon'ble Chairperson, Board of Governors and other members of the Board through e-mail enclosed as Annexure 45.33.(i) on page 387 with the request to kindly give their comments, if any, by 22.05.2018. No comments from any member of the Board has been received.

In view of above, a copy of the approved MoU is enclosed as Annexure - 45.33(ii) from pages 388 to 403 that has been sent to the MHRD through e-mail .

The Board may note the action taken by the Institute.

Annexure-45.33(i)

registrar . <registrar@nitkkr.ac.in>

Regarding approval of the MoU between NIT, Kurukshetra and administrative Ministry MHRD by circulation.

director . <director@nitkkr.ac.in> Mon, May 21, 2018 at 3:26 PM
To: Darshana Dahral <jsfa.edu@gov.in>, pkgarga@yahoo.co.in, bhagyesh@elegantindia.com, Subramanyam R <subrahyd@gmail.com>, sanjeevsharma.edu@nic.in, skdas@iitpr.ac.in
Cc: registrar <registrar@nitkkr.ac.in>

Respected Sir / Madam,

Kindly refer to our e-mail dated 17th May, 2018, enclosing therewith the Minutes of the FC Agenda sent through circulation. In this e-mail, your good-self had been requested to kindly consider and approve the minutes of Finance Committee through circulation (e-mail) so that the MoU may be submitted to the MHRD. As, all grants-in-aid are to be disbursed by the Ministry only after submitting the MoU to the Ministry, you are humbly requested to kindly consider and approve the minutes of Finance Committee through circulation. Keeping in view the urgency, if no comment is received from your good-self by 22.05.2018 through email, it will be presumed that yourself agree with the minutes of the Finance Committee and the BoG agenda by circulation stands approved.

Thanking you,

--
Dr. Satish Kumar
Director
NIT Kurukshetra

registrar , <registrar@nitkkr.ac.in>

Fw: Memorandum of Understanding (MoU) between Autonomous Bodies and administrative Ministries/Department -regarding

director , <director@nitkkr.ac.in> Thu, May 24, 2018 at 5:34 PM
To: technical section <technicalsection3@yahoo.co.in>
Cc: registrar <registrar@nitkkr.ac.in>

Sir,

As desired by you, in your email dated 26th March 2018 , please find enclosed herewith the MoU (approved by the Finance Committee and the Board of Governors) between Department of Higher Education, Ministry of Human Resource Development, Government of India & National Institute of Technology Kurukshetra (Haryana) for the year 2018-19 for your kind record and further necessary action please.

With regards,

On Wed, Mar 28, 2018 at 6:11 PM, technical section <technicalsection3@yahoo.co.in> wrote:

REMINDER - I

Sir/Madam

In continuation with the training mail MoU for the financial year 2018-19 from most of the NITs is still awaited. It is therefore requested to furnish the MoU to this Ministry immediately. IT **MAY BE TREATED AS MOST URGENT**

Please acknowledge receipt

Thanks & Regards

Technical Section - III (NITs Desk),
Department of Higher Education,
Ministry of Human Resource Development,
Room No.435, C - Wing,
Shastri Bhawan, New Delhi - 110 001,
Tel: 011 - 23070177, Fax:011 - 23384345,
Email: nit.edu@nic.in, technicalsection3@yahoo.co.in

On Friday, 9 February 2018 1:06 PM, technical section <technicalsection3@yahoo.co.in> wrote:

As per GFR -2017, Rule 229 (xi) it is stated that **"Autonomous organisations as also others with a budgetary support of more than Rupees five crores per annum, should be required to enter in to a Memorandum of Understanding with the Administrative Ministry or Department, spelling out clearly performance parameters, output targets in terms of details of programme of work and qualitative improvement in output, along with commensurate input requirements. The output targets, given in measurable units of performance, should form the basis of budgetary support extended to these organisations. The roadmap for improved performance with clear milestones should form part of the MoU".**

A draft MOU prepared by the Ministry and approved by IF Division of the Ministry was sent to all Indian Institute of Technology (copy attached).

In the same format a draft MOU for all National Institutes of Technology is also prepared and attached for kind reference. It is requested that all NITs may kindly peruse the MOU and take necessary action accordingly. It may also be stated that the annexure attached with the draft MOU relating to performance evaluation parameter and

targets are only indicative in nature and can be suitably modified as per the present scenario of the respective Institutes.

It may also be noted that from the financial year 2018-19 all grants-in-aid shall be disbursed to the Autonomous Bodies only after signing of the MOU between the Ministry and the respective Autonomous Bodies as per the instruction of Department of Expenditure, Ministry of Finance.

It is requested that all Institutes may kindly take necessary action to prepare the MOU and get it approved through their FC / BOG urgently.

Please acknowledge receipt.

Thanks & Regards

Technical Section - III (NITs Desk),
Department of Higher Education,
Ministry of Human Resource Development,
Room No.435, C - Wing,
Shastri Bhawan, New Delhi - 110 001,
Tel: 011 - 23070177, Fax:011 - 23384345,
Email: nit.edu@nic.in, technicalsection3@yahoo.co.in

--
Dr. Satish Kumar
Director
NIT Kurukshetra

MoU Between NIT KKR AND MHRD.pdf
14800K

सत्यमेव जयते

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Technology Kurukshetra (Haryana)

And

Department of Higher Education Ministry of Human Resource Development Government of India

For

2018-2019

Memorandum of Understanding (MoU) between Department of Higher Education, Ministry of Human Resource Development, Government of India & the National Institute of Technology Kurukshetra (Haryana) for 2018-2019 in pursuance of the Rule 229(xi) of the GFR, 2017

This Memorandum of Understanding (hereinafter referred to as MoU) is entered into at New Delhi on this_ day of . . ., 2018 between Department of Higher Education, Ministry of Human Resource Development, Government of India, Shastri Bhawan, Rajendra Prasad Road, New Delhi-110011 (hereinafter referred to as MHRD)

And

The National Institute of Technology, Kurukshetra (hereinafter referred to as the Institute) having its Headquarter at Kurukshetra and represented by its Director (hereinafter referred to as the Institute) which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the Institute.

WHEREAS

1. This MoU is executed in terms of Rule 229 (xi) of the General Financial Rules, 2017 (hereinafter referred to as GFR, 2017) and the subsequent instructions issued by the Ministry of Finance, Department of Expenditure, (hereinafter referred to as MoF) with the objective of improving efficiency of the expenditure, making the action plan outcome oriented, maintaining financial discipline and measuring performance of the Institution on key parameters against the targets set so as to improve its performance.

2. The Institute has the pre-defined Vision, Mission and Objectives as outlined hereunder:-

(A) Vision:

(i) To contribute to society through excellence in scientific and technical education and research

(ii) To serve as a valuable resource for industry and society

(B) Mission:

(i) To generate new knowledge by engaging in cutting edge research and to promote academic growth by offering state-of-the art undergraduate, postgraduate and doctoral programmes.

(ii) To identify, based on an informed perception of Indian, regional and global needs, areas of specialization upon which the institute can concentrate.

(iii) To undertake collaborative projects which offer opportunities for long-term interaction with academia and industry.

(iv) To develop human potential to its fullest extent so that intellectually capable and imaginatively gifted leaders can emerge in a range of professions.

(C) Objectives:

(i) To provide the best educational infrastructure for imparting high class education in science and technology and a creative atmosphere for inter-disciplinary research both by the students and the faculty.

(ii) To increase the student capacity to meet the growing demands for industry

(iii) To maintain global standards in student-faculty ratio, research output, publications in journals and placement of students

(iv) To participate in and contribute to nation building through various flagship schemes of the Government of India/State Governments requiring technological interventions thereby spurring economic growth for the welfare of the masses

(v) To provide research and development consultancy, which will foster healthy industry-academia partnership, thereby providing a competitive edge to the indigenous manufacturing

NOW, THEREFORE, the parties here to express their common understanding as under:

(A) MHRD shall

(i) Provide financial support to the Institute to meet its recurring and non-recurring liabilities in such manner and on such conditions as prescribed by the Government of India (hereinafter referred to as GoI) from time to time.

(ii) Help raise other resources, including loan from HEFA for expansion of infrastructural facilities, which has a direct bearing on the performance of the Institute as committed in this MOU.

(iii) Provide guidance and advice in administrative, financial, legal and such other matters as the Institute may require in fulfilling its mandate.

(iv) Provide support in obtaining necessary clearances and approvals, as and when required, from various Ministries, Departments, and Agencies of the Central/State Governments.

(v) Provide support in resolving any dispute with any other authority of the Central/State Government or a private party, as and when required.

(B) **THE INSTITUTE** shall comply with:

(i) Without prejudice to what has been stipulated in the National Institutes of Technology, Science Education and Research Act, 2007, as amended from time to time and the Statutes framed thereunder, the institute is expected to recover user charges at rates not lower than cost recovery norms

(ii) Specific provisions as contained in the OM No.1/1/2016-EIIIA dated 13.01.2017 in relation to revision of pay scales in accordance with the recommendations of the 7th CPC and any other instruction issued by MHRD from time to time on issues pertaining to the Institute.

(iii) The provisions of the GFR, 2017, including the instructions on financial advice for autonomous bodies, as mentioned in Rule 229(viii) and those concerning release of grants-in-aid, submission of audited accounts, performance report etc.

(iv) Guidelines issued by the Central Vigilance Commission (CVC) in matters of vigilance and disciplinary proceedings etc.

(v) Instructions issued by the MoF/DoE vide OM dated 15.01.2016 or any other instructions issued from time to time with regard to foreign travel as well as those issued by the Ministry of Home Affairs (hereinafter referred to as MHA) with regard to availing/extending foreign hospitality.

(vi) Uniform accounting procedure in accordance with the guidelines issued by MoF.

(vii) Instructions issued by MHRD/MoF/DOP&T with regard to creation of posts and framing of Recruitment Rules.

(C) **THE INSTITUTE** shall also ensure to:

(i) Finalize any understanding or MoU with any other party including similar organizations abroad with prior approval of the competent authority in the Government.

(ii) Frame Rules for its corpus fund indicating clearly the IRG that can be transferred to such fund or utilized from such fund and items for which such expenditure can be incurred. It shall be the endeavor of the institute to increase IRG by focusing on the Research, consultancy etc. in addition to fees.

(iii) Have clearly defined 'Delegation of Powers' for deciding all administrative and financial matters.

(iv) Shall run courses, to the extent possible, to be self supporting without the need for cross subsidization as well as over-charging from students for flagship courses.

(v) Ensure that the post of Registrar is filled up by a person having sufficient experience as prescribed under the Recruitment Rules and should preferably be an appropriate level official from the Government/CFTIs on deputation to ensure neutrality and transparency.

(vi) Ensure that the Recruitment Rules for the posts of Registrar and the Finance Officer are framed and the selection must follow the Recruitment Rules.

(vii) Ensure that all its accounts are audited by internal auditors regularly and formal audit by the C&AG.

(viii) Ensure that all financial operations are done under PFMS system with the purpose of avoiding parking of funds.

(ix) Present an outcome budget along with annual action plan so that it can be dovetailed in the outcome budget of MHRD.

(x) Comply strictly with the timelines for submission of annual reports and annual audited accounts to the MHRD for the purpose of being tabled in Parliament by the stipulated date.

(xi) Forward to MHRD any information required by it to satisfy any requirement related to Parliamentary Matter, RTI, Public Grievances, VIP References, Court Cases, Notices from Commissions and Statutory Authorities and also inputs for formulation of any policy.

(D) FINANCIAL POSITION:

Details of funds available with the Institute in the last three years are as under:-

(Amount in Lakh)

Nature of Funds	2015-16	2016-17	2017-18
Government Grants	12200.00	10990.00	15229.00
Internal Resource Generation	3812.72	3783.49	3519.75
Corpus Funds	30048.03	31877.55	39390.18
Any other Source (Indicate)		-	-
Total	46060.75	46651.04	58438.93

(E) RECEIPT AND EXPENDITURE POSITION:

Estimates of Receipt and Expenditure for the period of MoU, i.e. 2018-19(tentative allocation of budget for 2018-19) is as under:

(Amount in Lakh)

Nature of Receipt	Amount	Heads of Expenditure	Amount
Government Grants	9773.00	OH-31	4371.00
Internal Resource	3519.75	OH-35	1519.00
Corpus Funds	36663.55	OH-36	3882.00
Any other Source (HEFA)	10400.00	-	-
Total	60356.30		9773.00

(F) ANNUAL TARGETS FOR PHYSICAL OUTPUTS/DELIVERABLES:

(As per Annexure I) However, it is submitted that the targeted levels mentioned at Sr.No.4 against the students strength on Annexure-I (1.1. to 1.3 at page 1) is only the sanctioned intake of the UG, PG and Ph.D. No extra seats have been proposed as targeted levels. Sufficient infra is already available to accommodate this sanctioned intake. Further, the MHRD is also already kind enough to provide the funds against the sanctioned intake.

(G) PERFORMANCE EVALUATION PARAMETERS:

(i) The performance will be evaluated using the criteria listed at Annexure I. The weightage to be attached to each criterion and the criterion value corresponding to different performance ratings are also given therein. The overall score will be calculated through the formula given in the Annexure based on the scores obtained in each parameter.

(ii) There would also be a negative marking by which the overall score obtained through Annexure I will be reduced based on penalties listed out in Annexure II

(iii) The Consolidated score would be arrived at by reducing the negative score obtained in Annexure II from the overall score obtained under Annexure I.

(iv) The overall rating of the organization would be as given in Annexure III based on the Consolidated score obtained in Para (iii) above.

(H) IMPLEMENTATION AND MONITORING OF THE MoU:

(i) Performance Evaluation against MOU parameters shall be carried out every quarter and monitored by the Institution.

(ii) The performance evaluation shall be submitted to the Board of Governors on quarterly basis during the Board meetings for consideration & review. After the review by the Board, the same shall be sent to MHRD along with the recommendations and the comments, if any, of the Board.

(iii) A Joint review by the Institution and the MHRD shall be carried out within 90 days of completion of the financial year. The result of the Joint Review shall be placed before the Board. The Director of the Institute shall ensure compliance of the issues raised or pointed out in the review and shall cause the MoU report and the review comments prominently hosted on the website of the Institute.

(.....)
Director
National Institute of Technology
Kurukshetra

(.....)
Secretary
Department of Higher Education
Ministry of Human Resource
Development
Government of India

New Delhi:

Date:

Annexure 1

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

PERFORMANCE EVALUATION PARAMETERS AND TARGETS 2018-19

Sl. No.	Criteria	Existing Levels	Targeted Levels	Unit	Weightage	Criteria Value 1	2	3	4	5
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
		Average of years 2015-16, 2016-17 & 2017-18 (X)	2018-19 (Y)			Excellent (10 pts)	V.Good (8 pts)	Good (6 pts)	Fair (4 pts)	Poor (2 pts)
						Reached the figure Y, i.e. Target as given in Col. (4)	Less than Y but Reached Figure = X + 0.8*(Y-X)	Less than Figure in Col. 8 but Reached Figure = X + 0.6*(Y-X)	Less than Figure in Col. 9 but Reached Figure = X + 0.4*(Y-X)	Less than Figure = X + 0.2*(Y-X)
1.	**Student strength**				(35)					
1.1	UG students intake	772*	862#	No.	10					
1.2	PG students intake	514*	638#	No.	10					
1.3	Ph.D. intake	74	90	No.	5					
1.4	Dual Degree, if any, during the year	NA	-	No.	5					
1.5	Teacher student ratio	16.35	14.00	Ratio	5					
2	**Research and Professional practice**				(22)					
2.1	Combined Metric for Publications	18.24	20.00	Metric parameter	5					
2.2	Combined Metric for Quality of Publications	16.17	19.00	Metric Parameter	5					
2.3	No. Of patents filed	02	03	No.	5					

* Actual admissions made against sanctioned strength.
# Targeted levels of UG & PG intake is as per sanctioned strength since 2009-10.
No extra/additional seats have been proposed as targetted levels for 2018-19.
Sufficient infra is available for this sanctioned strength.

2.4	No. Of patents granted and licensed	5.33	02	No.	5			
2.5	Total revenue accruing to the Institution (as distinct from to individual faculty) through Research / Consultancies	112.30	120.00	Rs	2			
3	**Graduation Outcome**				(13)			
3.1	Combined % of placements, higher studies and entrepreneurship	64.76	70%	%	5			
3.2	Median salary achieved in placements	6.15 lacs	6.55 lacs	Rs.	5			
3.3	No. Of Ph. D students graduated	40	50	No	3			
4	**Financial parameters**				(10)			
4.1	% of total cost recovery by means of fees and other resources, except MHRD funds (Sum of Item 3 in Annexure IV)	Rs in Lacs 48.87	Rs. in Lacs 50.00	%	4			
4.2	Incremental growth in amount of Corpus Fund as on 1st July of the year compared to 1st July of previous year	Rs in Lacs 32863.04	Rs in Lacs 33000.00	Rs	2			
4.3	% Utilisation of funds received from MHRD w.r.t to BE/RE	100	100	%	4			
5	**Outreach and Inclusivity**				(10)			
5.1	Percent students from other countries	3.53	8.98	%	1			
5.2	Percentage of girl students	20.95	21%	%	2			
5.3	% of faculty from SC, ST, OBC	28.2%	50%	%	2			
5.4	% of students from SC, ST, OBC	48.97	50%	%	2			
5.5	No. of cases reported related to sexual harassment	02	Nil	No.	2			
5.6	No. of ragging cases reported	Nil	Nil	No.	1			

6	**Infrastructure creation (where applicable, in other cases weightage will be zero)**				(10)					
6.1	Infrastructure created during the year (In sq. Meter)	8072.89	15675.00	Sq. Meter	10					
7	**Overall Performance**				(20)					
7.1	NIRF Ranking (among NITs) (overall ranking)	**2016-17** 06 43	04 35	rank	20					
	Total				120					

1. If any parameter is not applicable to any Institution, the same may be substituted/ modified/ deleted from this list. The overall weightage obtained by adding Column 6, will be the denominator for calculation of % performance
2. Existing level will be decided by taking the average values of last three years from 2014-15, 2015-16 and 2016-17, except in case of NIRF, where it will be the Rank in 2016-17. If the 2016-17 parameter is not yet available at the time of signing of MoU then average of two years 2014-15 and 2015-16 would be taken. If the Institution did not participate in NIRF Ranking in 2016-17, a notional ranking of 500 would be given for the year 2016-17 for calculation purposes.
3. The Institution and the Ministry would arrive at an agreement on which NIRF Ranking category should be applied for the Institution and then the evaluation would be done on performance in that category only. A change in category would be permitted during the course of the year only if the chosen category is not being taken up by NIRF for categorisation in the year 2017-18.
4. For parameters like ragging cases, anti-sexual harassment cases and NIRF ranking, a lesser value than existing level would be taken as successful achievement and achievement parameter would be accordingly modified.
5. Score given on each parameter would be as follows: Excellent – 10; Very Good – 8; Good – 6; Fair – 4; Poor – 2
6. If an Institution does not participate in NIRF Ranking exercise in the current year, the weightage would remain at 20 for the NIRF parameter and the Institution would get a zero score on it.
7. Overall Score of an Institution would be calculated as follows: Sum (Score of each Parameter* Parameter weightage) * 100/Total weightage

Annexure II

PARAMETERS FOR NEGATIVE MARKINGS

There will be negative marking from the overall score, obtained in Annexure I, as follows:

i) Laying of Annual Report in Parliament

a. If Annual Report of 2016-17 submitted to MHRD before the start of Winter session, 2017 – Less 0%

b. If Annual Report of 2016-17 submitted to MHRD after 1/1/2018 but before 31/3/18 - Less 1%

c. If Annual Report of 2016-17 not submitted to MHRD by 31/3/18 – Less 3%

ii) Submission of data for AISHE

a. If submitted in 2017-18 within the last date fixed for the same – Less 0%

b. If submitted in 2017-18 but after last date fixed for the same but before 31.3.18 – Less 1%

c. If not submitted in 2017-18 by 31.3.18 – Less 3%

iii) Holding of Meeting of Board at least once a quarter (*Other Institutions may mention their own Management bodies*)

a. If Board meeting held once in a quarter, with at least 4 meetings in a year – less 0%

b. If Board meeting not held in any quarter, but 4 meetings held in a year– less 1% for each quarter when Board meeting not held

c. If total number of Board Meetings held in year less than 4 – less 4%

Quarters for this parameter means the periods: Quarter I: April-June; Quarter II: July-September; Quarter III: October – December; Quarter IV: January - March

iv) Counselling system in the Institution

a. When a robust counselling system exists and there is no suicide or attempt to suicide – less 0%

b. When no robust system exists but there no suicide or attempt to suicide – less 1%

c. When a robust counselling system exists but there is at least one suicide or attempt to suicide – less 3%

d. When no robust counselling system exists but there is at least one suicide or attempt to suicide -- less 4%

v) Signing of MoU

a. When MoU for 2018-19 signed before 31/3/18 – less 0%

b. When MoU for 2018-19 finalized by MHRD and Institution jointly but not signed by 31/3/18 – Less 0.5%

c. When MoU for 2018-19 neither finalized by MHRD and Institution jointly nor signed – Less 2%

vi) Vigilance cases

a. Where Disciplinary cases ordered by CVC – less 1% per case

b. Where criminal prosecution or CBI enquiry ordered by CVC – Less 2% per case

For this purpose, each case would mean each separate incident on which an enquiry has been done by CVC

vii) .

Annexure III

RATING OF INSTITUTION BASED ON CONSOLIDATED SCORES

Performance of the Institution would be graded based on overall score less the negative score to get the Consolidated Score. The performance based on the consolidated score would be as follows:

Consolidated Score		Rating
More than	Equal to or less than	
90	100	Excellent
70	90	Very Good
50	70	Good
33	50	Fair
Less than or equal to 33%		Poor

Annexure IV

National Institute of Technology, Kurukshetra

Financial Commitment of MHRD and Other Sources of Revenue

1. The MHRD would allocate the following funds to be released through Consolidated Fund of India in the year 2018-19
   Budget Estimate (BE): Revenue Rs .....crore
   Capital – Rs .. ... crore
2. The Institution would apply for grant of funds under HEFA as follows:
   HEFA Loan application: Rs.....crore
3. The Institution will raise funds from other sources as follows:
   i. User charges in form of fees
   ii. User Charges other than fees
   iii. Alumni donation
   iv. Extra mural funding from other Departments/ Ministries of Government of India
   v. Extra Mural funding from other sources:
   vi. Other resources not covered above

BoG 45.34 To report the approval accorded by Hon'ble Chairperson, BOG in the matter of Suspension of Dr.S.C. Gupta, Associate Professor, Mech. Engg. Deptt.

Vide letter dated 25.05.2018 enclosed as *Annexure 45.34(i) from pages 412 to 413* , Secretary SG-II, O/o the Director had informed that Dr.S.C.Gupta, Associate Professor, Mechanical Engg. Department of the Institute entered into the office chamber of the Director forcibly on 25.05.2018 at about 11.50 a.m. and used rough and un-parliamentary language with Dr.Satish Kumar, the Director of the Institute.

Thereafter, vide letter No.SO/05/2018/92-95 dated 25.05.2018 enclosed as *Annexure 45.34(ii) from pages 414 to 416*, the Security Officer of the Institute informed to the Incharge, Police Post, IIIrd Gate, KUK to look into the matter and to lodge the FIR against Dr.S.C.Gupta, Associate Professor and take the action against him as per rules. The local Police took him under their custody for further necessary action as per rules. He was produced before the Magistrate concerned on the same date by the local Police where Dr.S.C.Gupta got the bail.

In compliance of decision of the Board of Governors taken in its 33rd meeting held on 04.06.2014, the Rules of Code of Conduct were notified in the Institute vide notification No.Gen-I/3865/5536 dated 31.07.2014. Dr.S.C.Gupta has violated the Clause-3(3) of the Code of Conduct which is re-produced below:

> *"No employee shall indulge in verbal quarrel and/or physical fisticuffs or violent activities with any other employee or a student or a group of students/employees or any other person. No employee shall use abusive/offensive language in letters/e-communications or in documents which may hurt the religious sentiments or otherwise of individuals. Similarly no employee shall indulge in creating or inflaming passion in individuals on the basis of gender, caste, ethnicity, creed, language, religion and culture. Indulgence in any such activity will invite disciplinary action against such employee irrespective of civil/criminal proceedings under Indian Civil/Penal Code."*

The acts of misconduct occurred at the part of Dr.S.C.Gupta shows that he has violated the CCS (Conduct) Rules.

In this connection, vide letter No.Estt.-I/PF/2651 dated 25.05.2018 enclosed as *Annexure 45.34(iii) from pages 417 to 420*, the matter to consider the Suspension of Dr.S.C.Gupta, Associate Professor, Mechanical Engg. Department was referred to Hon'ble Chairperson, Board of Governors. The Hon'ble Chairperson has accorded his approval and communicated to the Institute through e-mail on 26.05.2018 enclosed as *Annexure 45.34(iv) at page 421.*

In compliance of the above said approval of Hon'ble Chairperson, BOG, Dr.S.C.Gupta, Associate Professor has been put under suspension vide office order No.Estt-I/PF/2669 dated 28.05.2018 enclosed as *Annexure 45.34(v) at page 422*. Further an Institute Level Fact Finding Committee has been constituted to examine the matter vide letter No.Estt-I/PF/2690 dated 28.05.2018 enclosed as *Annexure 45.34(vi) from pages 427 to 428* which is still under consideration with the Committee.

As per records, point-wise summary of work and conduct in respect of Dr.S.C.Gupta since his initial date of joining w.e.f.01.08.1986 in the Institute is as under:

1. Shri S.C.Gupta was habitual for not taking his classes in routine, so vide letter No.GA-I/19344 dated 28.09.1989 enclosed as *Annexure 45.34(vii) at page 429*, he was advised to take his classes regularly and punctually.
2. The work and conduct of Shri S.C.Gupta was found as average and above average position for the year 1987, 1988 and 1989, so vide letter No.P/GA-I/22873 dated 08.12.1989 enclosed as *Annexure 45.34(viii) at page 430*, his confirmation was extended for some time.
3. Shri S.C. Gupta was not taking his classes as per schedule in the year 2000, so vide letter No.MED/PF/2000/128 dated 18.02.2000 enclosed as *Annexure 45.34(ix) on page 431* issued by the Chairman, Mech. Engg. Deptt., he was advised to be careful in future for taking his classes as per schedule.
4. Shri S.C.Gupta had manhandled his counterpart Dr.Dixit Garg, the then Assistant Professor on 03.12.2003 for which Shri S.C.Gupta was warned

to be careful in future vide letter No.GA-I/6078 dated 13.08.2004 enclosed as *Annexure 45.34(x) on page 432.*

5. The Hon'ble Chairman, BOG of the Institute visited the Institute on 07.12.2003 to attend the meeting of BOG which was to be held on very next day i.e. on 08.12.2003. Shri S.C. Gupta, the then Lecturer entered forcibly into the room of Hon'ble Chairman, BOG in the Institute Guest House on 07.12.2003 at about 8.45 a.m. and misbehaved with Hon'ble Chairman speaking loudly and un-desirably violating all norms of decency. Subsequently he went to the resident of Registrar in an agitated manner speaking loudly against the Chairman, BOG. When the Registrar asked him as to why he went to meet the Chairman, BOG without through proper channel, he replied back in a loud voice that he himself was proper channel. Shri S.C.Gupta was further uttered in an abnormal voice that he was going to lodge a FIR against the Chairman, BOG in the Police Station. For the said misconduct, Shri S.C.Gupta was put under suspension with immediate effect vide letter No.GA-I/PF/8262 dated 08.12.2003 enclosed as *Annexure 45.34(xi) on page 433* on approval of the competent authority. Subsequently, he was charge-sheeted vide Memo No.GA-I/PF/780 dated 22.01.2004 enclosed as *Annexure 45.34(xii) from pages 434 to 439*. The following charges were leveled against Sh. S.C.Gupta :

1. **Nuisance created by Sh. S.C.Gupta, Lecturer, Mechanical Engineering Department at NITK, Guest House on 7.12.2003 :** Sh. S.C.Gupta, Lecturer, Mechanical Engineering Department, NIT Kurukshetra made forced entry into the room of Guest House of the Institute on 7.12.2003 at 8.45 A.M. where the Hon'ble Chairman, Board of Governors was staying for attending the BOG meeting scheduled for 8.12.2003. Though Sh. Ram Kishan, Cook-cum-Chowkidar tried to gave a slip to Sh. Gupta to write the details for meeting Chairman BOG but Sh. Gupta straight away entered into room No. 1 of the Guest House where Sh. S.C. Gupta spoke loudly and undesirably to the Chairman violating all norms of decency. Sh. Ram Kishan who went running towards the room where Chairman was staying also heard loud voices. That act of

Sh. Gupta led to misbehaviour towards the Chairman, BOG which is against the Conduct & Disciplinary rules of the Institute.

2. **Nuisance created by Sh. S.C.Gupta at the residence of the Registrar, NITK on 7.12.2003 :** On that very day in the morning itself Sh. Gupta went to the residence of the Registrar speaking loudly against the Chairman, BOG. When the Registrar asked him as to why he went to meet the Chairman, BOG without "Through Proper Channel" he replied back in loud voice that he himself (Sh. S.C.Gupta) was a proper channel. Sh. Gupta further uttered in an abnormal voice to the Registrar that he was going to lodge a FIR against the Chairman BOG in the Police Station. It is evident that Sh. Gupta also had altercation during his conversation while entering the Chairman's room at Guest House on 7.12.2003 at about 8.45 a.m. and also misbehaved with the Institute's Registrar.

3. **Nuisance created by Sh.S.C.Gupta in the Guest House and at the residence of the Director, NITK on 7.12.2003 :**

(i) After receiving a message from the Registrar on the same day, the Security Officer of the Institute reached the Guest House. A Chowkidar was put on duty in the Guest House to stop entry of undesirable elements. In the mean time Sh. Gupta again made a entry but the security officer asked him to come in the evening. The above arrangement was done on the verbal report of Sh. Ram Kishan that Sh. Gupta has come to Guest House 5 or 6 times to meet the Chairman, BOG.

(ii) In the evening Sh. Kamla Parsad, Chowkidar deputed at the resident of Director, NIT, Kurukshetra reported that Sh. Gupta came in front of the Director's residence at about 6.00 PM in a drunken condition. The Chowkidar asked him to go away as he was in drunken state but Sh. Gupta insisted that he would meet the Director. With this state of intoxication Sh.Gupta started making rounds of the residence of the Director. In the meantime, the Registrar also reached the Director's residence. Thereafter Sh. Gupta made an entry in the residence of Director and started abusing the Registrar in the presence of the Director. The Security Officer, who also reached the Director's residence, arranged to leave Sh. Gupta at his residence in the Campus with the help of Chowkidar in the Director's Car. Sh. Prithvi Raj, Driver of the Car also observed that Sh. Gupta was in

drunken condition. These actions of Sh. Gupta clearly indicates his misconduct.

(iii) The Chowkidar Sh. Kamla Prashad also reported that Sh. Gupta again came at about 7.30 PM at the residence of the Director and put off his (Sh. Gupta) clothes except Pajama and started to lit his body with match box. Under these circumstances, the match box and "Biri" were snatched away from Sh. Gupta by the Chowkidar so that he may not cause any harm to self. Sh. Kamla Parshad also reported that Sh. Gupta was sitting in the same condition in front of the Director's residence till late night. Similar versions were also given by the officers and the faculty members present there. In the late night officers of the Institute went to the Police Station to report the matter but in the meantime Sh. Gupta had been picked away some persons known to him.

He submitted his reply on 18.03.2004 enclosed as *Annexure 45.34(xiii) on page 440*. Thereafter, the said matter was placed before the Board of Governors in its 5th meeting held on 15.03.2004 enclosed as *Annexure 45.34(xiv) on page 441* vide agenda item No.5.13 and the Board decided as under:

"The Board approved the action taken by the Institute in suspending Sh. S.C. Gupta, Lecturer in Mechanical Engg. Deptt. as per details furnished in the agenda item.

The Board appointed Sh. A.K. Saikia, Chairman, Board of Governors, IIT, Guwahati (Ex-Chief Secretary to the Government of Assam) as Enquiry Officer in the aforesaid case".

Vide letter dated 27.04.2004 enclosed as *Annexure 45.34(xv) on page 442* Shri A.K. Saikia, Chairman, Board of Governors, IIT, Guwahati had shown his inability to enquire the said matter due to his health reasons. Thereafter, the MHRD, Govt. of India vide letter No.F.9-6/2004-TS.III dated 12.05.2004 enclosed as *Annexure 45.34(xvi) on page 443* appointed to Prof.K.N.Tripathy R/o A-94/2, SFS, Saket, New Delhi-110017 as Enquiry Officer in the said matter.

Further, the matter was placed before the Board of Governors in its 7th meeting held on 19.02.2005 vide agenda item No.7.29 and the

decision of the Board is enclosed as *Annexure 45.34(xvii) on page 444* . Accordingly vide letter No.GA-I/2556 dated 28.04.2005 enclosed as *Annexure 45.34(xviii) from pages 445 to 446* , Show Cause Notice was served to Shri S.C.Gupta with the following remarks :

> *"As per above decision of the Board a major penalty in the form of termination from the services of the Institute is proposed to be imposed on you. Before the proposed action is taken, you are hereby given an opportunity of showing cause as to why the proposed action should not be taken against you. Any representation which you may like to make in this connection will be considered by the Board before the aforesaid proposed action is taken against you. Your representation, if any, should reach the undersigned within 15 days from the receipt of this show cause notice."*

In response to Show Cause Notice, he furnished his reply on 12.05.2005 which was placed before the Board of Governors in its 8th meeting held on 23.07.2005 vide agenda item No.8.23 enclosed as *Annexure 45.34(xix) on page 447* and the Board decided as under:

> *"In view of apology tendered by Sh. S.C. Gupta in his reply to the show cause notice as appended with the agenda item 8.23, the Board reconsidered its earlier decision taken in the 7th meeting held on 19.2.2005 and decided as under:*
>
> *i) Sh.Gupta be reinstated.*
>
> *ii) The period spent by Sh. Gupta under suspension be treated as 'non-duty' for all purposes.*
>
> *iii) Sh. Gupta be allowed subsistence allowance only for the period under suspension as admissible under the rules.*
>
> *iv) Sh.Gupta be warned for the misconduct committed by him on 7.12.2003 for which he was put under suspension with a warning to be careful in future to avoid such sitations. A copy of the warning be placed in his ACRs file.*
>
> *v) The work and conduct of Sh.Gupta be observed for the next two years."*

The decision of the Board was communicated to Shri.S.C.Gupta vide office order No.GA-I/PF/5497 dated 23.08.2005 enclosed as *Annexure 45.34(xx) from pages 448 to 449 .*

6. Dr.S.C.Gupta had misbehaved with Smt. Sunita Verma, Senior Superintendent (the then Assistant) for which vide letter No.Estt-I/7108 dated 27.12.2011 enclosed as *Annexure 45.34(xxi) on page 450* he was advised to be careful in future.

7. Dr. S.C.Gupta was not taking his classes as per schedule in the month of April, 2012, so vide letter No.MED/12/252 dated 10.04.2012 issued by the Head, Mech. Engg. Deptt. he was asked to explain his position on the said matter. He submitted his reply on 11.04.2012. Further, the Head, Mech. Engg. Deptt. vide letter No.MED/12/263 dated 12.04.2012 enclosed as *Annexure 45.34(xxii) from pages 451 to 456* had informed to the Director of the Institute about the illness of Dr.S.C.Gupta.
8. Further, vide letter No.MED/12/830 dated 23.08.2012 enclosed as *Annexure 45.34(xxiii) on page 457* , the Head, Mech. Engg. Deptt. informed to the Director that Dr.S.C.Gupta was not attending the meetings of DRC and requested to advise him to take the proper leave at proper time, if he is not able to attend his duties due to ill health otherwise. Accordingly, on approval of the competent authority vide letter No.Estt.-I/PF/6685 dated 20.09.2012 enclosed as *Annexure 45.34(xxiv) on page 458* , Dr.S.C.Gupta was advised for not availing medical/earned leave at his own whims and fancy and not to repeat such practice in future.
9. The Head, Mech. Engg. Department vide letter No./MED/2017/1795 dated 28.09.2017 enclosed as *Annexure 45.34(xxv) on page 459* had reported that Dr.S.C.Gupta is not taking his classes as per schedule during the current session (2017-18) for which he was asked to explain his position vide letter No.MED/17/1553 dated 23.08.2017 enclosed as *Annexure 45.34(xxvi) on page 460* and letter No.MED/17/1643 dated 08.09.2017 enclosed as *Annexure 45.34(xxvii) on page 461* but Dr.S.C.Gupta had not responded the same. In the

same way, vide letter No.Estt-I/PF/4822 dated 12.10.2017 enclosed as *Annexure 45.34(xxviii) on page 462,* Dr.S.C.Gupta was again asked to explain his position for not taking his classes as per schedule but he had also not responded the same letter. Thereafter, vide letter No.Estt-I/PF/249/5782 dated 15.11.2017 enclosed as *Annexure 45.34(xxix) on page 463* and subsequent letter No.Estt-I/PF/2689 dated 28.05.2018 enclosed as *Annexure 45.34(xxx) on page 464* , the Head, Mech. Engg. Deptt. was informed to submit his report about the research and academic contribution and duties/assignments during the session 2016-17 and 2017-18 in respect of Dr.S.C.Gupta, Associate Professor. The Head, Mech. Engg. Department has submitted his report vide their office letter No.MED/18/1085 dated 31.05.2018 enclosed as *Annexure 45.34(xxxi) from pages 465 to 466*. The report concludes with the observation that "he was not assigned any duty for Accreditation and he was not assigned any duty as Prof.I/c, Lab also due to his bad health. His contribution in Lab development, Accreditation and research and development is nil for the past many years".

In view of the above, the Board may note the approval accorded by Hon'ble Chairperson, BOG in the matter of Suspension of Dr.S.C. Gupta, Associate Professor, Mech. Engg. Deptt. Further, the Board may consider to deal with the said matter in light of Rules of Code of Conduct notified by the Institute vide Notification No.Gen-I/3865/5536 dated 31.07.2014, CCS (Conduct) Rules, 1964 and CCS (CCA) Rules, 1965.

Annexure-45.34(i)

N.I.T. KURUKSHETRA
Diary No. 4538
Dated 25/05/18

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
KURUKSHETRA

No.D/2018/

Dated 25th May, 2018

Subject: Misbehaviour of Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Deptt. with the Director in his Chamber.

Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Department entered forcibly into the Chamber of the Hon'ble Director today on 25th May, 2018 at 11:50 a.m. At the time of incident, I was also present in the Director's office due to official work. He misbehaved with the Hon'ble Director. He abused to the Director and used rough un-parliamentary languages to the Director. He seemed to be in drunken stage. Immediately I called the Security Guard to take him out of office and informed the security officer. He left a handwritten signed application on the table of the Director (copy enclosed).

His above mentioned act and behaviour is in complete violation of protocol and code of conduct of the Institute.

In view of the above, the matter may be reported to the local police authority with a request for his medical test.

Ravinder Kumar
25/5/18

Ravinder Kumar
Secretary SG-II
O/o the Director
NIT Kurukshetra

Registrar

For n.o. pl.
25/5/18

DR (Admn-II)

Security Officer
SO (Estt)
Estt. II

25/05/18

(Permission to do L.L.M. from adjoining K.U.K. (Evening only)
2½ course → After 4.30 P.M. only

Dear Sir, (DIRECTOR NIT KKR)

Kindly Grant me permission to do above mentioned course.

Thanking you in Anticipation.

Faithfully Yours

(Dr S.C. Gupta)
Associate Professor MED
(only Designation)

25.5.2018

Annexure-45.34(ii)

N.I.T. KURUKSHETI
Diary No. 4541
Dated 25/05/18

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No.SO/

Dated: 25.05.2018

The Incharge,
Police Post, IIIrd Gate,
Kurukshetra University,
Kurukshetra.

Subject: To Lodge the F.I.R against Dr.S.C. Gupta, Associate Professor, Mech. Engg. Department, NIT, Kurukshetra reg.

Sir,

It is informed that Dr.S.C. Gupta, Associate Professor, Mechanical Engineering Department of this Institute entered in the office of the Director forcibly today on 25.05.2018 at 11.50 a.m. and used rough and unparliamentary language with Dr.Satish Kumar, the Director of this Institute. He was taken under the custody of security persons of this Institute immediately and also found in drunken position.

You are, therefore, requested to please look into the matter and lodge the FIR against Dr.S.C. Gupta and take the action against him as per rules. Copy of complaint made by the Secretary SG-II, Office of the Director dated 25.05.2018 is enclosed herewith for reference.

Thanking you,

Yours faithfully,

-Sd-
Security Officer
for Registrar

DA: As above.

Endst No.SO/05/2018/93-95

Dated: 25.05.2018

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

1. Dy. Registrar (GA & Legal), NIT, Kurukshetra.
2. Sr. Secretary to Registrar for kind information of the Registrar.
3. Sr. Secretary to Director for kind information of the Director.

Security Officer

N.I.T. KURUKSHETRA
Diary No. 4538
Dated 25/05/18

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
KURUKSHETRA

No.D/2018/ Dated 25th May, 2018

Subject: Misbehaviour of Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Deptt. with the Director in his Chamber.

Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Department entered forcibly into the Chamber of the Hon'ble Director today on 25th May, 2018 at 11:50 a.m. At the time of incident, I was also present in the Director's office due to official work. He misbehaved with the Hon'ble Director. He abused to the Director and used rough un-parliamentary languages to the Director. He seemed to be in drunken stage. Immediately I called the Security Guard to take him out of office and informed the security officer. He left a handwritten signed application on the table of the Director (copy enclosed).

His above mentioned act and behaviour is in complete violation of protocol and code of conduct of the Institute.

In view of the above, the matter may be reported to the local police authority with a request for his medical test.

Ravinder Kumar
25/5/18
Ravinder Kumar
Secretary SG-II
O/o the Director
NIT Kurukshetra

Registrar For n.o. pl.
25/5/18

DR (GWA-II)
25/05/18
Security Officer
Estt. II
25/5/18

Permission to do L.L.M. from adjoining K.V.K. (Evening only)
2yr course → After 4.30 P.M. on,

Dear Sir, (DIRECTOR NIT KKR)

Kindly Grant me permission to do above mentioned course.

Thanking you in Anticipation.

Faithfully Yours

(Dr S.C. Gupta)
Associate Professor MED
(only Designation)

25.5.2018

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Annexure-45.34(iii)

By E-mail

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No.Estt-I/PF/ 2651 Dated:25.05.2018

Subject: To consider the suspension of Dr.S.C.Gupta, Associate Professor, Mech. Engg. Deptt. due to misbehaviour reg.

Dr.S.C. Gupta, Associate Professor, Mechanical Engineering Department of this Institute entered into my office chamber forcibly today on 25.05.2018 at 11.50 a.m. and used rough and un-parliamentary languages with me. Then I called to the Security Officer immediately.

Thereafter, Dr.S.C.Gupta was taken under the custody by the security persons of this Institute immediately. Further, vide letter No.SO/05/2018/92-95 dated 25.05.2018, the Security Officer of the Institute immediately written to the Incharge, Police Post, IIIrd Gate, Kurukshetra University, Kurukshetra to look into the matter and to lodge the FIR against Dr.S.C. Gupta, Associate Professor and take the action against him as per rules. The local Police has immediately taken him under their custody for further necessary action as per rules.

In compliance of the decision of the Board of Governors taken in its 33rd meeting held on 04.06.2014, the Rules of Code of Conduct were notified in the Institute vide notification No.Gen-I/3865/5536 dated 31.07.2014. Dr.S.C. Gupta has violated the Clause-3(3) of the Code of Conduct which is re-produced below:

> *"No employee shall indulge in verbal quarrel and/or physical fisticuffs or violent activities with any other employee or a student or a group of students/employees or any other person. No employee shall use abusive/offensive language in letters/e-communications or in documents which may hurt the religious sentiments or otherwise of individuals. Similarly no employee shall indulge in creating or inflaming passion in individuals on the basis of gender, caste, ethnicity, creed, language, religion and culture. Indulgence in any such activity will invite disciplinary action against such employee irrespective of civil/criminal proceedings under Indian Civil/ Penal Code."*

The act and omission at the part of Dr.S.C.Gupta shows that he has also violated the CCS (Conduct) Rules.

In nutshell it is quite clear that Dr.S.C. Gupta, Associate Professor has made the violation of Rules for Code of Conduct as referred above and crossed his limits in the incident under reference.

(Contd...P/2.)

It is also relevant to mention here that the Hon'ble Chairman, BOG of the Institute (the then REC, Kurukshetra) visited the Institute on 07.12.2003 to attend the meeting of BOG which was to be held on very next day i.e. on 08.12.2003. Dr.S.C. Gupta entered forcibly into the room of Hon'ble Chairman, BOG on 07.12.2003 at about 8.45 a.m. and misbehaved with Hon'ble Chairman. For the said incident Dr.S.C. Gupta, then Lecturer was put under suspension with immediate effect vide letter No.GA-I/PF/8262 dated 08.12.2003.

In view of the above, Dr.S.C.Gupta, Associate Professor, Mechanical Engineering Department may be put under suspension with immediate effect and chargesheet will follow in due course of time. Further an Institute Level Committee may also be constituted to look into the matter in the light of CCS (Conduct) Rules,1964, CCS (CCA) Rules,1965 and Rules for Code of Conduct notified by the Institute vide notification No.Gen-I/3865/5536 dated 31.07.2014.

Clause-26 of NIT Statutes (Amended), 2017 (Annexure-I) is re-produced below:

> *"26. SUSPENSION, PENALTIES, DISCIPLINARY PROCEEDINGS*
>
> *The Central Civil Services (Classification, Control and Appeal) Rules, 1965 shall apply to all the employees."*

Rule-10 (1) of CCS (CCA) Rules, 1965 (Annexure-II) is re-produced below:

> *"The Appointing Authority or any authority to which it is subordinate or the Disciplinary Authority or any other authority empowered in that behalf by the President, by general or special order, may place a Government servant under suspension."*

Therefore, the approval of your goodself is solicited in the matter in terms of Clause-26 of NIT Statutes (Amended), 2017 & Rule-10 (1) of CCS (CCA) Rules,1965 in anticipation of the approval of the Board.

The matter will be reported to the Board in its next meeting.

Director 25/5/18

25/5/18

Hon'ble Chairperson,
Board of Governors,
NIT, Kurukshetra.

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Annexure-I

"28. SUSPENSION, PENALTIES, DISCIPLINARY PROCEDINGS

- 95 -

The Central Civil Services (Classification, Control and Appeal) Rules, 1965 shall apply to all the employees."

16. For Statute 29 of the Principal Statutes, the following shall be substituted, namely:-

"29. PROVIDENT FUND AND PENSION SCHEMES

Employees of the Institute appointed prior to 01.01.2004 will be governed by Central Civil Services (Pension) Rules, 1972 and General Provident Fund (Central Services) Rules, 1960 and the Employees appointed on or after 01.01.2004 will be governed by New Pension Scheme of the Central Government."

17. In the Schedule, after Schedule 'D' and the entries relating thereto, the following Schedule shall be inserted, namely:-

"Schedule 'E'

[See Statute 23 (5) (a)]

Qualification and other terms and conditions of appointment of Academic Staff

SLNo.	Designation, Pay Band and Academic Grade Pay	Essential Qualification	Essential Requirements	Cumulative Essential Credit Points
(1)	(2)	(3)	(4)	(5)
1.	*Assistant Professor (On contract) Pay Band-3 with Grade Pay of Rs.6000	Ph.D.	NIL	NIL
2.	*Assistant Professor (On contract) Pay Band-3 with Grade Pay of Rs.7000	Ph.D.	one year post Ph.D. experience of Teaching and Research in Institution of repute or Industry	10
3.	*Assistant Professor Pay Band-3 with Grade Pay of Rs.8000 with a minimum pay of Rs.30000	Ph.D.	three years after Ph.D. or six years total teaching and research experience in reputed academic Institute or Research and Development Labs or relevant industry.	20
4.	Associate Professor Pay Band-4 with Grade Pay of Rs.9500 with a minimum pay of Rs.42800	Ph.D.	six years after Ph.D. of which at least three years at the level of Assistant Professor with Academic Grade Pay of Rs.8000; Or nine years total working experience, of which three years should be after Ph.D., with at least three years at the level of Assistant Professor with Academic Grade Pay of Rs.8000.	50
5.	Professor Pay Band-4 with Grade Pay of Rs.10500 with minimum pay of Rs.48000	Ph.D.	ten years after Ph.D. or thirteen years total working experience, out of which seven years should be after Ph.D. At least three years at the level of Associate professor with Academic Grade Pay of Rs.9500 or four years at the level of Associate Professor with Academic Grade Pay of Rs.9000 or combination of Rs.9000 and Rs.9500 or equivalent in an Institution of repute or Research & Development lab or relevant industry	80

16

out which would justify his prosecution or is being proceeded against in departmental proceedings, and where the proceedings are likely to end in his conviction and/or dismissal, removal or compulsory retirement from service.

NOTE:

(*a*) In the first three circumstances, the Disciplinary Authority may exercise his discretion to place a Government servant under suspension even when the case is under investigation and before a prima facie case has been established.

(*b*) Suspension may be desirable in the circumstances indicated below :—

(*i*) any offence or conduct involving moral turpitude;

(*ii*) corruption, embezzlement or misappropriation of Government money, possession of disproportionate assets, misuse of official powers for personal gain;

(*iii*) serious negligence and dereliction of duty resulting in considerable loss to Government;

(*iv*) desertion of duty;

(*v*) refusal or deliberate failure to carry out written orders of superior officers. In respect of the types of misdemeanour specified in sub-clauses (*iii*) and (*v*), discretion has to be exercised with care. [*Rule* 10 (1), *GIDs* (1) *and* (2), *Chapter* 3]

5. Reasons for suspension, if not indicated in the suspension order itself, should be communicated within three months.

6. **Deemed Suspension**

A Government servant shall be deemed to have been placed under suspension by an order of appointing authority—

(*a*) with effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty-eight hours;

(*b*) with effect from the date of his conviction, if, in the event of his conviction for an offence, he is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction.

EXPLANATION.— The period of forty-eight hours referred to in Clause (*b*) shall be computed from the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

(*c*) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon a Government servant under suspension is set aside in appeal or on review and the case is remitted for further inquiry or action or with any other directions, the order of his

Annexure II

suspension shall be deemed to have continued in force on and from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.

(*d*) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon a Government servant is set aside or declared or rendered void in consequence of or by a decision of a Court of Law and the Disciplinary Authority, on a consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal, removal or compulsory retirement was originally imposed, the Government servant shall be deemed to have been placed under suspension by the Appointing Authority from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders:

Provided that no such further inquiry shall be ordered unless it is intended to meet a situation, where the Court has passed an order purely on technical grounds without going into the merits of the case.

[*Rule* 10 (2), (3) *and* (4) *and OM, dated* 2-1-2014]

7. **Authority competent to place a Government servant under suspension**

The Appointing Authority or any authority to which it is subordinate or the Disciplinary Authority or any other authority empowered in that behalf by the President, by general or special order, may place a Government servant under suspension.

Provided that, except in case of an order of suspension made by the Comptroller and Auditor-General in regard to a member of the Indian Audit and Accounts Service and in regard to an Assistant Accountant General or equivalent (other than a regular member of the Indian Audit and Accounts Service), where the order of suspension is made by an authority lower than the Appointing Authority, such authority shall forthwith report to the Appointing Authority, the circumstances in which the order was made. [*Rule* 10 (1)]

8. **Review of Suspension**

An order of suspension made or deemed to have been made may, at any time be modified or revoked by the authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.

[*Rule* 10 (5) (*c*)]

An order of suspension made or deemed to have been made shall be reviewed by the authority competent to modify or revoke the suspension, before expiry of ninety days from the effective date of suspension, on the recommendation of the Review Committee constituted for the purpose and pass orders either extending or revoking the suspension. Subsequent reviews shall be made before expiry of the extended period of suspension. Extension of suspension shall not be for a period exceeding one hundred and eighty days at a time.

Annexure-45.34(iv)

N.I.T. KURUKSHETRA
Diary No. 4558
Dated 28/05/18

director . <director@nitkkr.ac.in>

To consider the suspension of Dr.S.C. Gupta, Associate Professor, Mech. Engg. Deptt. due to misbehaviour reg.

Jagdish Khattar <jagdish.khattar@carnation.in> Sat, May 26, 2018 at 10:10 AM
To: "director ," <director@nitkkr.ac.in>

approved.
what was the follow up and result of last suspension has not been mentioned . in the board agenda it should be more comprehensive as was discussed.

Sent from my iPad
[Quoted text hidden]
> <Letter reg. Dr. S.C. Gupta, Associate Prof., Mechanical Engg. Deptt., NIT Kurukshetra.PDF>

26/5/18

DR (Acad-I)

26/05/18

SSG (Estt)
Estt. 1

Annexure-45.34(v)

CONFIDENTIAL

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No.Estt-I/PF/ 2669 Dated: 28/05/18

OFFICE ORDER

Dr. S.C. Gupta, Associate Professor, Mechanical Engineering Department of the Institute is hereby put under suspension with immediate effect on account of acts of misconduct.

The charge-sheet will follow. He will get Subsistence Allowance as per rules. He will mark his attendance daily (if not in the Police/Judicial Custody) in office of the Head, Mechanical Engineering Department. He will not leave the headquarter without prior permission of the Director.

This issues with the approval of Competent Authority.

Registrar Incharge

Dr. S.C. Gupta,
Associate Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/ 2670-2675 Dated: 28/05/18

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

1. Head, Mechanical Engg. Deptt.
2. Deputy Registrar (Accounts).
3. Assistant Engineer (Civil).
4. Security Officer.
5. Sr. Secretary, O/o the Registrar.
6. Sr. Secretary to Director for kind information of the Director.

Registrar Incharge

CONFIDENTIAL

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136119

No. Estt.-I/PF/ 2690 Dated: 28/05/18

Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Department entered in the office chamber of the Director forcibly on 25.05.2018 at 11.50 a.m. and used rough and un-parliamentary language with Dr.Satish Kumar, the Director of this Institute. Accordingly, the matter was referred to the Incharge, Police Post, 3rd Gate, K.U. Kurukshetra vide letter No.SO/05/2018/92-95 dated 25.05.2018.

Further, on approval of the competent authority, vide letter No.Estt.-I/PF/2669-2675 dated 28.05.2018, Dr.S.C. Gupta, Associate Professor, Mechanical Engg. Deptt. has been suspended with immediate effect on account of acts of misconduct.

In this context, the competent authority has constituted a Committee, consisting of the following to find the facts in the matter under reference:

1.	Dr. V.K. Arora, Professor, Civil Engg. Department, NIT, Kurukshetra.	Chairman
2.	Dr. K.S. Sandhu, Professor, Elect. Engg. Department, NIT, Kurukshetra.	Member
3.	Dr.Rajender Kumar, Professor, Hum. & Social Sciences Deptt. & Chairman, Grievances Redressal Cell, NIT, Kurukshetra.	Member

In view of the above, the Committee is requested to look into the matter and submit the report to the Director as early as possible.

Registrar Incharge

Encl. As above.

To

1. Dr. V.K. Arora, Professor,
   Civil Engg. Department, NIT, Kurukshetra.
2. Dr. K.S. Sandhu, Professor,
   Electrical Engg. Department, NIT, Kurukshetra.
3. Dr. Rajender Kumar, Professor,
   Hum. & Social Sciences Deptt.
   & Chairman, Grievances Redressal Cell, NIT, Kurukshetra.

Copy to :

1. Sr. Secretary, O/o the Registrar.
2. Sr. Secretary to Director for kind information of the Director.

N.I.T. KURUKSHETRA
Diary No. 4541
Dated 25/05/18

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No.SO/

Dated: 25.05.2018

The Incharge,
Police Post, IIIrd Gate,
Kurukshetra University,
Kurukshetra.

Subject: To Lodge the F.I.R against Dr.S.C. Gupta, Associate Professor, Mech. Engg. Department, NIT, Kurukshetra reg.

Sir,

It is informed that Dr.S.C. Gupta, Associate Professor, Mechanical Engineering Department of this Institute entered in the office of the Director forcibly today on 25.05.2018 at 11.50 a.m. and used rough and unparliamentary language with Dr.Satish Kumar, the Director of this Institute. He was taken under the custody of security persons of this Institute immediately and also found in drunken position.

You are, therefore, requested to please look into the matter and lodge the FIR against Dr.S.C. Gupta and take the action against him as per rules. Copy of complaint made by the Secretary SG-II, Office of the Director dated 25.05.2018 is enclosed herewith for reference.

Thanking you,

Yours faithfully,

-Sd-
Security Officer
for Registrar

DA: As above.

Endst No.SO/05/2018/93-95

Dated: 25.05.2018

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

1. Dy. Registrar (GA & Legal), NIT, Kurukshetra.
2. Sr. Secretary to Registrar for kind information of the Registrar.
3. Sr. Secretary to Director for kind information of the Director.

Security Officer

N.I.T. KURUKSHETRA
Diary No. 4538
Dated 25/05/18

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
KURUKSHETRA

No.D/2018/

Dated 25th May, 2018

Subject: Misbehaviour of Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Deptt. with the Director in his Chamber.

Dr. S.C. Gupta, Associate Professor, Mechanical Engg. Department entered forcibly into the Chamber of the Hon'ble Director today on 25th May, 2018 at 11:50 a.m. At the time of incident, I was also present in the Director's office due to official work. He misbehaved with the Hon'ble Director. He abused to the Director and used rough un-parliamentary languages to the Director. He seemed to be in drunken stage. Immediately I called the Security Guard to take him out of office and informed the security officer. He left a handwritten signed application on the table of the Director (copy enclosed).

His above mentioned act and behaviour is in complete violation of protocol and code of conduct of the Institute.

In view of the above, the matter may be reported to the local police authority with a request for his medical test.

Ravinder Kumar
25/5/18

Ravinder Kumar
Secretary SG-II
O/o the Director
NIT Kurukshetra

Registrar

For n.o. pl.
25/5/18

DR (Acad)

Security Officer
SSG (Estt)
Estt. II

25/05/18

25/5/18

22

(Permission to do L.L.M. from adjoining K.V.K. (Evening only)
2yr course → After 4.30 P.M. only

Dear Sir, (DIRECTOR NIT KKR)

Kindly Grant me permission to do above-mentioned course.

Thanking You in Anticipation.

Faithfully Yours

(Dr S.C. Gupta)
Associate Professor MED
(only Designation)

25.5.2018

Annexure-45.34(vi)

CONFIDENTIAL

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136 119

No.Estt-I/PF/ 2669 Dated: 28/05/18

OFFICE ORDER

Dr. S.C. Gupta, Associate Professor, Mechanical Engineering Department of the Institute is hereby put under suspension with immediate effect on account of acts of misconduct.

The charge-sheet will follow. He will get Subsistence Allowance as per rules. He will mark his attendance daily (if not in the Police/Judicial Custody) in office of the Head, Mechanical Engineering Department. He will not leave the headquarter without prior permission of the Director.

This issues with the approval of Competent Authority.

Registrar Incharge

Dr. S.C. Gupta,
Associate Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra.

Endst. No.Estt.-I/PF/ 2670 – 2675 Dated: 28/05/18

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

1. Head, Mechanical Engg. Deptt.
2. Deputy Registrar (Accounts).
3. Assistant Engineer (Civil).
4. Security Officer.
5. Sr. Secretary, O/o the Registrar.
6. Sr. Secretary to Director for kind information of the Director.

Registrar Incharge

24

To

The Director
N.I.T. Kurukshetra

Sub: Request to grant kind apology to my husband.

Respected sir,

I am Babita, wife of Dr. Satish Chander Gupta, associate professor at N.I.T. Kurukshetra. (Mech. Deptt.) My husband has depression and he regularly takes medication for the same. Because of the scorching heat during summers, his depression has risen. Whatever he has spoken in the office on friday (25th may 2018) was not intentional and he highly regrets saying all that. Before taking any action kindly consider his ill state of depression and please take into consideration the fact that whatever has happened was not intentional and it was due to his illness. I am extremelly sorry for creating you trouble. I request you to withdraw the court case and grant my husband your kind apology. I would be highly obliged to your kindness. I promise that no such incident will be repeated in future.

Thank you.

Date
28/05/2018

Yours truly
Babita w/o Satish
Chander Gupta
Associate Professor
(Mech. Deptt.)

Babita

28/5/18
DR (Ad & L)

'R'
28/5/18

25

REGIONAL ENGINEERING COLLEGE
KURUKSHETRA-132119.

No. GA-I/ 19344

Dated : 28.9.89

Yesterday on 26.9.89 ~~instant~~ he was not found in the College and as such did not take the classes. On enquiry it was found that he applied for half day Casual leave afterwards. He is advised that leave, if any, should be applied well in advance before availing it.

He is thus advised to be regular and punctual in taking the classes.

28/9/89
DEPUTY REGISTRAR(GA)
for Principal
27/9/89

27/9/89

Sh. Satish Chander Gupta,
Lecturer,
Mechanical Engg. Deptt.,
REC Kurukshetra

26

Annexure-45.34(viii)

Confidential

REGIONAL ENGINEERING COLLEGE
KURUKSHETRA

No.P/GA-I/ 22873
Dated: 8.12.1989

Subject: Confirmation

Ref. attached 58/c

Reference your request dated 5.12.89 for confirmation.

Your work for the years 1987, 1988 and 1989 has been average, average and above average respectively.

You have been advised to improve teaching. Earlier you had been advised to improve your conduct. You are aware that you quarrlled with the Canteen Contractor in the College and created a scene there.

P.54/c You were advised vide letter No.GA-I/19344 dated 28.9.1989 to be regular and punctual in taking the classes.

P.56/c As already advised vide letter No.22607 dated 6.12.89, your case for confirmation will be considered after some time.

for
(P.V.Gupta)
Principal.

Shri Satish Chander Gupta,
Lecturer,
Mechanical Engineering Department,
REC - Kurukshetra.

o/c to DS(EH) for placing the same in the PP of the SC Committee

8.12.89

GAI

Annexure-45.34(ix)

'CONFIDENTIAL'

DEPTT. OF MECHANICAL ENGINEERING
REGIONAL ENGINEERING COLLEGE, KURUKSHETRA

No. MED/PF/2000/128
Dated: Feb. 18, 20000

Please refer to your reply dated 3.2.2000 in response to our letter No. MED/PF/97 dated 3.2.2000, regarding not engaging the class on 3.2.2000. In this regard your reply is not found satisfactory. You are advised to be ~~careful~~ more careful in future and your leave for 3.2.2000(A.N) is being sanctioned.

RECD
AN
18/2/2k
892

(T.K. Garg) 18/2
Chairman

Sh. S.C. Gupta,
Lecturer in Mech. Engg.

C.C. to: Principal, for his kind information pl.

Personal File

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CONFIDENTIAL

NATIONAL INSTITUTE OF TECHNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA 136 119

No. GA-1/ 6678 Dated: 13.8.2004

On account of manhandling between you and Dr. Dixit Garg, Assistant Professor in Mechanical Engineering Department on 3.12.2003 in the forenoon in AB Block, as per observation of the Inquiry Committee, you are guilty of taking law into your own hands. Hence you are hereby warned to be careful in future. The repetition of such incidents will be viewed very seriously including disciplinary action.

13/8/04
Director

Prof. S.C. Gupta,
Lecturer(under suspension),
Mech.Engg.Department,
House No. DA-10
NIT Kurukshetra

9/c
11/8
12/8/2004

(180)

NATIONAL INSTITUTE OF TECHNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA-136119

No. GA-I/PF/ 8262 Dated: 8.12.2003

ORDER

Shri S C Gupta, Lecturer in Mechanical Engineering Department of the Institute is hereby put under suspension with immediate effect i.e. 8.12.2003 (AN) on account of various acts of omission.

The charge-sheet will follow in due course of time. He will get Subsistence Allowance as per rules of the Institute. He will mark his attendance daily in the office of the Mechanical Engineering Department. He should not leave headquarter without prior proper written permission of the Director.

8.12.03

(S N Mahendra)
Director

Shri S C Gupta,
Lecturer,
Mechanical Engineering Department,
NIT, Kurukshetra.

Endst. No. GA-I/PF/ 8263-69 Dated: 8.12.2003

Copy of above is sent to the following for information & necessary action:-

1. Chairman, Mech. Engg. Deptt., NIT, Kurukshetra.
2. Registrar
3. Deputy Registrar (GA)
4. Deputy Registrar (Accounts)
5. Estate Officer
6. Security Officer
7. PA to Director.

REGISTRAR

गोपनीय

NATIONAL INSTITUTE OF TEHCNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA – 136 119

No.GA-I/PF/780 Dated: 22/11/2004

MEMORANDUM

1. Shri S.C.Gupta, Lecturer in Mechanical Engineering Department, National Institute of Technology, Kurukshetra is hereby informed that it is proposed to take disciplinary action against him under Conduct and Disciplinary Rules of this Institute, on the basis of charges and statements of allegations for misconduct on his part appended herewith.

2. Shri S.C.Gupta is hereby required to state in writing within a period of 15 days from the date of issue of this Memorandum to him whether he admits the truth of all or any of the charges, what explanation or defence, if any, he has to offer and whether he desires to be heard in person.

3. Shri S.C.Gupta is hereby further informed that if for the purpose of preparing his written statement, he wishes to have access to the relevant official record, he should inspect the same in the office of Deputy Registrar(GA) of the Institution on any working day after taking prior appointment from him. It is, however, pointed out that only such documents shall be shown to him as are in possession of the concerned officer and are strictly relevant to the case. It is made clear to Shri S.C.Gupta that his failure to inspect the documents shall not constitute a valid ground for delay in the submission of his written statement and if the written statement is not received within the specified period, it shall be presumed that he has nothing to submit.

4. The written statement should be submitted directly to the Director, N.I.T.Kurukshetra.

22/11
DIRECTOR

DA: 1. Statement of allegations.
2. Statement of charges.

Shri S.C.Gupta,
Lecturer (Under Suspension),
Mech. Engineering Department,
N.I.T.Kurukshetra.

NATIONAL INSTITUTE OF TECHNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA-136119

STATEMENT OF ALLEGATIONS

1. Shri S.C. Gupta, Lecturer in Mechanical Engineering Department, NIT Kurukshetra made a forced entry into room no. 1 of Guest House of the Institute on 7.12.2003 at about 8.45 A.M. where the Hon'ble Chairman, Board of Governors was staying for attending the BOG meeting scheduled for 8.12.2003. Though Shri Ram Kishan, Cook-cum-Chowkidar tried to give a slip to Sh. Gupta to write the details for meeting the Chairman, BOG, but Sh. Gupta straightway entered into the room no. 1 and spoke loudly and undesirably to the Chairman violating all norms of decency which is against the Conduct & Disciplinary Rules of the Institute. It is gross indiscipline and omission on the part of Sh. Gupta and causes aspersions on him as a faculty member.

2. On 7.12.2003 in the morning itself Shri Gupta went to the residence of Registrar speaking loudly against the Chairman, BOG. Shri Gupta uttered in an abnormal voice to the Registrar that he was going to lodge an FIR against the Chairman in the Police Station. During conversation Shri Gupta misbehaved with the Institute's Registrar.

3. On the same day Sh. Gupta came in the Guest House 5-6 times to meet the Chairman, BOG ignoring the advice of the Security Officer. In the evening Sh. Gupta came in front of the Director's residence in a drunken condition and insisted to meet the Director. In the intoxication condition, Sh. Gupta started making rounds of the residence of the Director. Sh. Gupta made an entry in the residence of the Director when the Registrar was already present there. Sh. Gupta started abusing the Registrar in presence of the Director. The Security Officer took Sh. Gupta to his residence (Sh. Gupts's residence) with the

help of Chowkidar but Shri Gupta again came at the residence of the Director and put off his (Sh. Gupta's) clothes except Pajama and started to lit his body with match box. Under these circumstances the match box and the "Biri" were snatched away from Sh. Gupta by the Chowkidar. As reported, Sh. Gupta remained there in front of the Director's residence till late night. In the late night officers of the Institute went to the Police Station but in the meantime he was picked away by some persons known to him. Such actions cannot be expected from a teacher of Educational Institution like ours and are highly objectionable.

Director

22/1/2004

NATIONAL INSTITUTE OF TECHNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA-136119

STATEMENT OF CHARGES

1. **Nuisance created by Sh. S.C. Gupta, Lecturer in Mechanical Engineering Department at NITK, Guest House on 7.12.2003.**

Shri S.C. Gupta, Lecturer in Mechanical Engineering Department, NIT Kurukshetra made forced entry into the room of Guest House of the Institute on 7.12.2003 at 8.45 A.M. where the Hon'ble Chairman, Board of Governors was staying for attending the BOG meeting scheduled for 8.12.2003. Though Sh. Ram Kishan, Cook-Cum-Chowkidar tried to gave a slip to Sh. Gupta to write the details for meeting Chairman BOG but Sh. Gupta straight away entered into room No. 1 of the Guest House where Sh. S.C Gupta spoke loudly and undesirably to the Chairman violating all norms of decency. Sh. Ram Kishan who went running towards the room where Chairman was staying also heard loud voices. That act of Sh. Gupta led to misbehaviour towards the Chairman BOG which is against the Conduct & Disciplinary rules of the Institute which read as under :-.

1 (b) An employee shall at all times be courteous in his dealings with other members of the staff, students and members of the public.

10 (a) Whenever an employee wishes to put forth any claim or seeks redress of any grievances or of any wrong done to him, he must forward his case through proper channel.

From the above it is evident that Sh. Gupta did not follow the above rules which is a gross indiscipline and omission on his part. Being a teacher it causes aspertions on the part of his teaching profession.

2. **Nuisance created by Shri S.C. Gupta at the residence of the Registrar, NITK on 7.12.2003.**

On that very day in the morning itself Sh. Gupta went to the residence of the Registrar speaking loudly against the Chairman BOG. When the Registrar asked him as to why he went to meet the Chairman BOG without "Through Proper Channel" he replied back in loud voice that he himself (Sh. SC Gupta) was a proper channel. Sh. Gupta further uttered in an abnormal voice to the Registrar that he was going to lodge a FIR against the Chairman BOG in the Police Station. It is evident that Sh. Gupta also had altercation during his conversation while entering the Chairman's room at Guest House on 7.12.2003 at about 8.45 AM and also misbehaved with the Institute's Registrar.

3. **Nuisance created by Shri S.C. Gupta in the Guest House and at the residence of the Director, NITK on 7.12.2003.**

(i) After receiving a message from the Registrar on the same day, the Security Officer of the Institute reached the Guest House. A Chowkidar was put on duty in the Guest House to stop entry of undesirable elements. In the mean time Sh. Gupta again made a entry but the security officer asked him to come in the evening. The above arrangement was done on the verbal report of Sh. Ram Kishan that Sh. Gupta has come to Guest House 5 or 6 times to meet the Chairman, BOG.

(ii) In the evening Sh Kamla Parsad, Chowkidar deputed at the resident of Director, NIT, Kurukshetra reported that Sh. Gupta came in front of the Director's residence at about 6.00 PM in a drunken condition. The Chowkidar asked him to go away as he was in drunken state but Sh. Gupta

insisted that he would meet the Director. With this state of intoxication Sh. Gupta started making rounds of the residence of the Director. In the meantime, the Registrar also reached the Director's residence. Thereafter Sh. Gupta made an entry in the residence of Director and started abusing the Registrar in the presence of the Director. The Security Officer, who also reached the Director's residence, arranged to leave Sh. Gupta at his residence in the Campus with the help of Chowkidar in the Director's Car. Sh. Prithvi Raj, Driver of the Car also observed that Sh. Gupta was in drunken condition. These actions of Sh. Gupta clearly indicates his misconduct.

(iii) The Chowkidar Sh. Kamla Parshad also reported that Sh. Gupta again came at about 7.30 PM at the residence of the Director and put off his (Sh. Gupta) clothes except Pajama and started to lit his body with match box. Under these circumstances, the match box and the "Biri" were snatched away from Sh. Gupta by the Chowkidar so that he may not cause any harm to self. Sh. Kamla Parshad also reported that Sh. Gupta was sitting in the same condition in front of the Director's residence till late night. Similar versions were also given by the officers and the faculty members present there. In the late night officers of the Institute went to the Police Station to report the matter but in the meantime Sh. Gupta had been picked away by some persons known to him.

The above action particularly of a teacher in an educational Institution does not hold good for the community and the students.

DIRECTOR

c/c
22/1/04

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राष्ट्रीय प्रौद्योगिकी संस्थान
(राष्ट्रीय विश्वविद्यालय)
कुरुक्षेत्र-136119.
पंजीकरण संख्या 1138
दिनांक 18.3.04

To

The Director,
NIT Kurukshetra.

Sir,

I hereby regret for my act which happened on 7.12.2003 and further the feelings hurt may be apologized. In view of this I hereby withdraw the reply dated 20.2.2004.

Being the student of the same Institute of which I am luckily a teacher, assure that I will not put myself into litigation.

Thanking you,

Yours faithfully,

Dated : 18.3.2004

(S.C. Gupta)
Lecturer,
Mech.Engg.Deptt.,
NIT Kurukshetra

(242)

NATIONAL INSTITUTE OF TECHNOLOGY,
KURUKSHETRA-136119

No. BOG-5/5.13/2874 Dated: 16.4.04

Item 5.13 To note the suspension of Sh. S.C. Gupta, Lecturer in Mechanical Engineering Department of NIT, Kurukshetra.

The Board of Governors of the Institute in their 5th meeting held on 15.3.2004 has decided as under:-

"The Board approved the action taken by the Institute in suspending Sh. S.C. Gupta, Lecturer in Mechanical Engg. Deptt. as per details furnished in the agenda item.

The Board appointed Sh. A.K. Saikia, Chairman, Board of Governors, IIT, Guwahati (Ex-Chief Secretary to the Government of Assam) as Enquiry Officer in the aforesaid case".

A copy of the BOG Agenda Item 5.13 is also enclosed.

This is for your information and necessary action.

Encl: BOG Agenda Item 5.13

REGISTRAR

1. Dy.Registrar(GA) 19/4/2004

GA-I

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(271)

A.K. SAIKIA
Chairman, IIT Guwahati
H-8, Sector 27
Noida-201301(U.P.)

Dated: 27.04.04

To,
Dr S.N. Mahendra
Director, NIT, Kurukshetra – 136119

Subject: Appointment of enquiry officer.

Sir,

I have received your letter no GAI/PF/3080 dated 26-04-04, regarding appointment of enquiry officer.

After my recent severe heart attack and bypass heart surgery, I have not been keeping good health. Currently I am undergoing treatment in the local Escorts Hospital for Thyroid problem. I have also been suffering from chronic back and shoulder pain. As a result I have difficulty in remaining seated on a chair or travelling in a car. Thus I am not in a condition to take any physical or mental strain.

Therefore, while I thank the Board of governors for this assignment, I regret my inability to accept it for health reasons. I request the Board to kindly excuse me.

Yours faithfully
(A.K. SAIKIA)

Annexure-45.34(xvi)

ANNEXURE-A

No.F.9-6/2004-TS.III
Government of India
Ministry of Human Resource Development
Department of Secondary & Higher Education
****

New Delhi, the 12th May 2004.

To

The Director,
National Institute of Technology,
Kurukshetra-136119.
(Haryana)

Subject: - Suspension of Shri S.C. Gupta, Lecturer, Department of Mechanical Engineering, NIT, Kurukshetra - Appointment of Enquiry Officer

Sir,

In continuation of the letter of even number dated 07.05.2004 on the subject mentioned above, I am directed to say that Prof. K.N. Tripathy, A-94/2, SFS, Saket, New Delhi-110017, Tel: 26535206 has been nominated as the Enquiry Officer in the above mentioned case by the Competent Authority in place of Prof. S.C. Dutta Roy.

You are therefore requested to take further necessary action in this regard.

Yours faithfully,

(B.K. Ray)
Desk Officer
Tel: 2307 0177

Annexure-45.34(xvii)

(328)

NATIONAL INSTITUTE OF TECHNOLOGY,
KURUKSHETRA-136119

No. BOG 7th/7.29/ 1954 Dated: 5/4/2005

Tabled Item 7.29 **To consider enquiry report in respect of Shri SC Gupta, Lecturer (under suspension) Mechanical Engineering Department.**

The Board of Governors of the Institute in their 7th meeting held on 19.2.2005 has decided as under:

While considering the enquiry reports in respect of Sh. S.C. Gupta, Prof B.L. Dhoopar, Chairman, BOG, and Dr. S.N.Mahendra, Director & Member-Secretary of the Board left the meeting. The meeting was then chaired by Shri Dharam Vir, IAS, Financial Commissioner and Principal Secretary to Govt. of Haryana, Technical Education Department.

The sealed envelope containing the report as received from the Sub-Committee (constituted by the Board in its 6th meeting held on 30.9.2004) was opened in presence of the BOG members. The report suggested that punishment of warning be imposed on Sh. S.C. Gupta and if he commits such act in future it shall be viewed seriously. The report also suggested that the suspension of Sh. S.C. Gupta should be revoked and he should be reinstated.

The Board considered and discussed the report of the Sub-Committee and the enquiry committee report of Prof K.N. Tripathi.

Considering the seriousness of the charges and that it was unbecoming on the part of Shri S.C. Gupta to have indulged in misdemeanor with senior functionaries of the management, the Board was prima-facie of the view that a major penalty in the form of termination from the services of the Institute be imposed on Shri S.C. Gupta. The Board accordingly authorized the Director, NIT Kurukshetra to issue show cause notice to Shri S.C. Gupta, Lecturer Mechanical Engineering along with a copy of the report as to why his services be not terminated within the period to be specified. The Board also directed the Director to submit reply of Shri S.C. Gupta along with his comments to the BOG.

The Board further resolved that Shri SC Gupta will remain under suspension.
A copy of the BOG Agenda Item 7.29 is also enclosed.

This is for favour of your information and necessary action.

Encl: BOG Agenda Item.

RH Lohchab
REGISTRAR

Deputy Registrar (GA)
7/4/2005 Dy. Registrar (A)
GA-I

Annexure-45.34(xviii)

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गोपनीय

NATIONAL INSTITUTE OF TECHNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA-136119

No.GA-I/ 2556

Dated: 28/4/2005

SHOW CAUSE NOTICE

This refers to the office memorandum No. GA-I/PF/780 dated 22.1.2004 issuing charge-sheet to you in the form of statement of allegations and statement of charges and subsequently the reply sent by you on 20.2.2004 in response to the said charge-sheet.

The matter was last placed before 7th meeting of the Board of Governors of the Institute held on 19.2.2005. The Board decided as under:-

> "While considering the enquiry reports in respect of Sh. S.C. Gupta, Prof. B.L. Dhoopar, Chairman, BOG and Dr. S.N. Mahendra, Director & Member-Secretary of the Board left the meeting. The meeting was then chaired by Shri Dharam Vir, IAS, Financial Commissioner and Principal Secretary to Govt. of Haryana, Technical Education Department.
>
> The sealed envelope containing the report as received from the Sub-Committee (constituted by the Board in its 6th meeting held on 30.9.2004) was opened in presence of the BOG members. The report suggested that punishment of warning be imposed on Sh. S.C. Gupta and if he commits such act in future it shall be viewed seriously. The report also suggested that the suspension of Sh. S.C. Gupta should be revoked and he should be reinstated.
>
> The Board considered and discussed the report of the Sub-Committee and the enquiry committee report of Prof. K.N. Tripathi.
>
> Considering the seriousness of the charges and that it was unbecoming on the part of Sh. S.C. Gupta to have indulged in misdemeanor with senior functionaries of the management, the Board was prima-facie of the view that a major penalty in

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the form of termination from the services of the Institute be imposed on Shri S.C. Gupta. The Board accordingly authorized the Director, NIT Kurukshetra to issue show cause notice to Shri S.C. Gupta, Lecturer Mechanical Engineering along with a copy of the report as to why his services be not terminated within the period to be specified. The Board also directed the Director to submit reply of Shri S.C. Gupta along with his comments to the BOG.

The Board further resolved that Shri S.C. Gupta will remain under suspension".

As per above decision of the Board a major penalty in the form of termination from the services of the Institute is proposed to be imposed on you. Before the proposed action is taken, you are hereby given an opportunity of showing cause as to why the proposed action should not be taken against you. Any representation which you may like to make in this connection will be considered by the Board before the aforesaid proposed action is taken against you. Your representation, if any, should reach the undersigned within 15 days from the receipt of this show cause notice. The following documents are enclosed:-

1. A copy of the inquiry report of Prof. K.N. Tripathi.
2. A copy of the report received from the Sub-Committee constituted by the Board in its 6th meeting held on 30.9.2004.

Encl. : As above

(N.P. Mehta)
Director

27/4/05 27/4/2005 27/4

Sh. S.C. Gupta,
Lecturer (under suspension)
Mech. Engg. Deptt.,
NIT Kurukshetra

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NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA.

No. NITK/8th BOG/8.23/ 5481
Dated: 22/8/2005

8.23 To consider reply submitted by Shri S.C. Gupta, Lecturer (Under Suspension) Mechanical Engineering Department w.r.t. the show cause notice issued to him as per BOG decision.

The Board of Governors of the Institute in their 8th meeting held on 23.7.2005 has decided as under:

In view of apology tendered by Sh. S.C. Gupta in his reply to the show cause notice as appended with the agenda item 8.23, the Board reconsidered its earlier decision taken in the 7th meeting held on 19.2.2005 and decided as under:-

i) Sh. Gupta be reinstated.

ii) The period spent by Sh. Gupta under suspension be treated as 'non-duty' for all purposes.

iii) Sh. Gupta be allowed subsistence allowance only for the period under suspension as admissible under the rules.

iv) Sh. Gupta be warned for the misconduct committed by him on 7.12.2003 for which he was put under suspension with a warning to be careful in future to avoid such sitations. A copy of the warning be placed in his ACRs file.

v) The work and conduct of Sh. Gupta be observed for the next two years.

A copy of the BOG Agenda Item 8.23 is enclosed.

Deputy Registrar (GA) is requested to put up the case file for necessary follow up action on the above decision of the Board.

22/8/2005

REGISTRAR

DS(GA)/GA-I

Action has been taken
may allowed to file please

DR(GA)

DS(GA)/GA-I

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Annexure-45.34(xx)

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NATIONAL INSTITUTE OF TECHNOLOGY
(DEEMED UNIVERSITY)
KURUKSHETRA-136119

No.GA-I/PF/ 5497 Dated: 23.08.2005

OFFICE ORDER

Sh. S.C. Gupta, Lecturer (under suspension), Mechanical Engineering Department, NIT Kurukshetra may refer to his letter dated 12.5.2005 in response to the Show Cause Notice issued by the Institute vide letter No. GA-I/2556 dated 28.4.2005.

The matter as referred to in the above cited letters was placed before the Board of Governors in its 8th meeting held on 23.7.2005. The Board decided as under:-

> "In view of apology tendered by Sh. S.C. Gupta in his reply to the show cause notice as appended with the agenda item 8.23, the Board reconsidered its earlier decision taken in the 7th meeting held on 19.2.2005 and decided as under:-
>
> (i) Sh. Gupta be reinstated.
>
> (ii) The period spent by Sh. Gupta under suspension be treated as 'non-duty' for all purposes.
>
> (iii) Sh. Gupta be allowed subsistence allowance only for the period under suspension as admissible under the rules.
>
> (iv) Sh. Gupta be warned for the misconduct committed by him on 7.12.2003 for which he was put under suspension with a warning to be careful in future to avoid such situations. A copy of the warning be placed in his ACRs file.
>
> (v) The work and conduct of Sh. Gupta be observed for the next two years."

In pursuance of above decision of the Board Sh. S.C. Gupta is hereby reinstated. He may accordingly join duty in the Mechanical Engineering Department with immediate effect.

Further the period spent by Sh. Gupta under suspension will be treated as 'non-duty' for all purposes. He is to get subsistence allowance only for the period under suspension as admissible under the rules.

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Further Sh. Gupta is hereby warned for the misconduct committed by him on 7.12.2003 for which he was put under suspension with a warning to be careful in future to avoid such situations. A copy of this warning is being placed in his ACRs file.

Further the work and conduct of Sh. Gupta will be observed for the next two years.

(N.P.Mehta)
Director

Sh. S.C. Gupta,
Lecturer,
Mechanical Engineering Department,
NIT Kurukshetra

Endst. No. GA-I/PF/ 5498-5502 Dated : 23/8/2005

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

1. Chairman, Mechanical Engineering Department. He is requested to send the joining report of Sh. S.C. Gupta to Deputy Registrar (GA) and Deputy Registrar (Acs.).
2. Deputy Registrar (GA).
3. Deputy Registrar (Acs.).
4. Estate Officer.
5. PA to the Director for placing a copy of the above office order in the ACRs file of Sh. S.C. Gupta.

Sd/-
Deputy Registrar (GA)

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NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119.

No. Estt.-I/ 7108

Dated : 27/12/11

Please refer to your complaint dated 12.10.2011 received against Ms. Sunita Verma, Assistant in Accounts Section regarding bad behaviour

In this connection, I am directed to intimate that the matter has been examined. You are hereby advised to avoid recurrence of such incidence in future.

24/12/11
Deputy Registrar (GA&L)
for Director

Dr. S.C. Gupta,
Associate Professor,
Mech. Engg. Department,
NIT, Kurukshetra.

Copy to :-

HOD, Mechanical Engineering.

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N.I.T KURUKSHETRA
Dy. No. 1394 Date 18/04/12

DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA

No. MED/12/263 **Dated: 12.04.2012**

This refers to Letter No. MED/12/252 dated 10.04.2012 addressed to Dr. S.C. Gupta, Associate Professor, Mech. Engg. Deptt. (Annexure-I)

He has submitted his reply in the afternoon of 11.04.2012(Annexure-II). After going through his reply following facts emerge:

(i) He is not keeping good health for the last about three months.

(ii) He was treated in AIIMS Gaziabad from 28.1.2012 to 11.2.12 as he was suffering from acute depression (copy of the related papers as submitted by Dr. S.C. Gupta is attached alongwith as Annexure-III).

(iii) Doctors attending him 'are advising complete bed rest besides keeping on medicine'.

(iv) He is in touch with all his Doctors in AIIMS and on the whole healthwise he is in a bad condition (D.A.).

In the end he has requested 'to consider all my circumstances while framing any opinion regarding my performance etc.'

Keeping in view the above facts, it is recommended that he be advised to avail medical leave. This also becomes essential as his doctors at AIIMS have advised him complete bed rest alongwith medicines.

Being submitted for kind advice, please.

12/4/2012
Head of Deptt.

Director

'R'
For n.a. pl. as per rules & then in P.F.
16/4/12

17/04/12

D.S. 19/4/12

ANNEXURE -1

(648)

DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY,
KURUKSHETRA

No. MED/ 12/ 252

Dated: 10.04.2012

You had a Work Study Lecture class of 8 B. Tech. M-1 & 2 in second period (from 9.25 a. m. to 10.20 a.m.) in room No. M-103 today i.e. on 10th April, 2012 (Tuesday).

You did not engage the above class. I tried to contact you on telephone but the call was not answered by you. You have neither submitted leave application in writing in the departmental office.

Kindly explain why did not you engage the above class when you were on duty in the institute. The reply may be submitted by 11th April, 2012, 5.00 p.m.

10/4/12
Head of Deptt.

Dr. S.C. Gupta, Asso. Prof.
Mech. Engg. Deptt.

Copy to: DS to Director, for kind information

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ANNEXURE - II

11.4.12 (61)

The Head of Deptt.
Mech. Engg. Deptt.
NIT Kurukshetra

Sub: Reply to explanation call.

Dear Sir,

Kindly refer to your explanation call issued to me on 10.4.12 on the subject that I did not engage my Work study & lecture in Room No. M-103 on 10.4.12 during second period from 9.25 AM to 10.20 AM.

Sir In General I mention my plight that I ~~am~~ am not keeping Good Health for the last about 3 months. I was admitted in AIIMS Gaziabad from 28-1-12 and was discharged on 11.2.12 and am suffering from acute depression. Doctors attending on me are advising complete Bed Rest besides keeping on medicines. I am in touch with all my doctors in AIIMS on the whole Healthwise I am in Bad condition (D.A.)

So At last I request your goodself to consider All my circumstances while framing any opinion regarding my performance etc.

Your goodself and me have together joined the Institute in 1986 and have been sharing the office for a long time.

Sincerely Yours
Dr S.C. Gupta ABNE
11.4.12

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ANNEXURE-III

(650)

442312354

आय रु.
Income Rs/.....

शुक्रवार/FRIDDAY

O.P.R. 5

राष्ट्रीय औषध व्यसन उपचार केन्द्र, गाजियाबाद (उ०प्र०)
NATIONAL DRUG DEPENDENCE TREATMENT CENTRE, GHAZIABAD (U.P.)
अ. भा. आ. वि. सं. हस्पताल गाजियाबाद
A.I.I.M.S. HOSPITAL GHAZIABAD
बहिरंग रोगी टिकट/ OUT PATIENTS TICKET

18853

दिनांक Date	21488	विभाग Dept.	शल्य चिकित्सक / चिकित्सक Surgeon / Physician
व. रो. वि. स. O.P.D. No.		नाम Name	Dr. S. C. Gupta
आयु Age	48	लिंग Sex	M
			निदान Diagnosis

दिनांक Date	उपचार Treatment
O.P.D. रजिस्टर 2 JAN	T. D2m 0m 2-2-3
	Dy Neurobrave 3ml IMvdy
	T. Recosule / Cap OD
LFT/RFT	f/U x Saturday
Hgm ESR	in DDC
	Mohit

28 JAN 2012

Admit Unit II / OOC

c 24 hr attendant

after MRD (110) / Sr Neuro (116) clearance

T ~~D2 Lasipose (2mg) / tab stat~~

11/2/12: Discharge Notes as Request

Dx: ADS + NIDS + Dysthymia
DLD RDD

D.O.A: 28/1/12
D.O.D: 11/2/12

To stop Lasipose as OPD basis

Adv:

T. Nexito 20mg 1-x-x.
T. Leofen XL 20mg 1-x-x.
C. Benocuna 1 ml
T. Lasipose 1mg x-x-x
Review x 2 weeks as before
T Dr. N. Kumar

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> Dr. N. Kaur > Dr. Anish > Dr. Gagan > Dr. Arunagowrabhavish

राष्ट्रीय औषध व्यसन उपचार केन्द्र, गाजियाबाद (उ०प्र०)
NATIONAL DRUG DEPENDENCE TREATMENT CENTRE, GHAZIABAD (U.P.)
अखिल भारतीय आयुर्विज्ञान चिकित्सा संस्थान
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI

छुट्टी की पर्ची
DISCHARGE SLIP

Discharge on Request.

क्रम सं०
Serial No.

बाह्यरोगी
Outdoor 18853

नाम
Name Mr. S C Gupta.

अंतरण
Indoor 14925

वार्ड
Ward 2ED 2.

प्रवेश तिथि
Date of Admission 28/1/12.

छुट्टी की तिथि
Date of Discnarge 11/2/12.

रोग
Disease ADS + MDS + Dysthymia

परिणाम D/D RDD.

Result Pt refused

परामर्श
Advice Pt c Dr. N Kaur on Saturday.
To stop Lazpose on tpd basis

Adv:
T. Nexito 20mg 1-X-X.
T. Lcofen XL 20mg 1-X-X.
C. Bacoclus 1-X-X.
T. Lazpose 1mg X-X-1.
Rev c 2104

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Dir[redacted] 24/8/2012
Re[redacted] 4:30 PM
Time[redacted]
NIT, KURUKSHETRA.

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DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY,
KURUKSHETRA

Dated: 23.08.2012

No. MED/12/ 830

This refers to letters No. MED/12/717 dated 01.08.2012, letter No. MED/12/744 dated 03.08.2012 and letter No. MED/12/766-67 dated 09.08.2012 sent to Dr. S.C. Gupta, Associate Professor, Mechanical Engineering Department:

1. Dr. S.C. Gupta did not attend the DRC meetings held on 24.7.12, 26.7.12, 30.7.12 to 31.7.12, 1.8.12, 3.8.12 & 7.8.12
2. Through the three letters (two of them mentioned above) he was requested to explain his position regarding not attending the above meetings.
3. He did not submit reply to all the three letters.
4. He was contacted telephonically before the DRC meetings on the above dates to which he or his wife replied that he can not attend meetings because he was ill.
5. On 13.8.12 he came to the department and submitted his Medical leave from 1.8.12 to 8.8.12 and 9.8.12 to 12.8.12 with a photocopy of prescription which was not acceptable as per rules. He has submitted proper papers related to Medical leave on 21.8.12. He has also submitted earned leave fro 24.7.12, 26.7.12, 30.7.12 and 31.7.12.
6. On 21.8.12, he has informed that he is still not well and that he would be taking advice from Doctor and would be applying for leave as the need may.

On the basis of above facts it is recommended that he should be advised to take proper leave at proper time if he is not able to attend his duties due to ill health otherwise.

23/8/12
Head of Deptt.

Director
for n.a., as marked
27/8/12

27/08/12

DS (Estt.) 28/8/12
Asstt. Estt.-1

N.I.T. KURUKSHETRA
Dy. No. 5614 Date 28/8/12

R	DPD	DAR	DAM	CVO	CoE	C
E	M	Ec	Co	Pr	GA	Ma
Hu	CW	WS	SW	PC	PS	ECC
PE	CCN	PT	PCE	PRO	LMO	L
GA	A	SO	EO	DS	PIS	PIC

Fair letter is added, H.
28
19/9/12

DS (Estt.) 19/9/12

DR (GA) 19/09/12

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NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119.

No. Estt.-I/PF/ 6685 Dated: 20-9-12

Subject: Regarding absent from DRC meetings of the Department.

It has been reported by the HOD, Mechanical Engineering Department vide letter No. MED/12/830 dated 23.8.2012 that you remained absent from the DRC Meetings held in the Department from time to time as mentioned in the afore-said letter. Before the DRC Meetings you were contacted telephonically and you or your wife replied that he is unable to attend the meetings due to illness. Further you also submitted Medical Leaves and Earned Leaves in support of your absence.

From the above it appears that you are availing Medical/Earned Leave at your own whims and fancy and are violating the rules. You are therefore, advised not to repeat such practice in future.

20/09/12
Deputy Registrar(GA&L)
for Director

Dr. S.C. Gupta
Associate Professor
Mechanical Engg. Deptt.
NIT, Kurukshetra.

(Through HOD)

Annexure-45.34(xxv)

-707-

N.I.T. KURUKSHETRA

Dy. No. 9109			Date 04/10/17			
R	DPO	DAc	DAd	CVO	CoE	C
E	A/T	Ec	Co	Ph	Ch	Ma
Hu	CW	WS	SW	PC	PS	EDC
PE	CCN	PT	PCE	PRO	LMO	L
GA	A	SO	EO	DS	PIS	PIC

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DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No./MED/2017/ 1795 **Dated: 28.09.2017**

Subject: - Regarding not engaging the classes by Dr. S.C. Gupta even after advice & reminder.

Dr. S.C. Gupta, Associate Professor of the department has not been engaging classes for the current semester. He was issued explanation letter and was directed to explain his position vide letter No. MED/17/1553 dated 23.08.2017 within three days i.e. 27.08.2017 (Photocopy attached).

He did not respond to the letter and was again directed by the undersigned vide letter no. MED/17/1643 dated 08.09.2017 to submit his reply/explanation by 11.09.2017 (Photocopy attached).

Both the explanation letters have not been responded by Dr. S.C. Gupta despite proper service and he has not complied with the advice & he is still not engaging the classes. The competent authority is requested to look into the matter so that necessary action is taken and academic ambience of the department is improved.

28/9/17
Head of Department

Encl: As above

Director

'R'
Please discuss-
4/10/17

Discussed and
Pl. put up on
file
5/10/17

5/10/17

DR(GA&L) 05/10/17

SSO(Estt.) Estt-I

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Confidential

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DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

Dated: - 23.08.2017

No. : - MED/17/ 1553

It has come to the notice of the undersigned that you have not been engaging your classes for the current semester.

You are directed to explain your position within three days from the receipt of this letter.

In the interest of the students and your own interest you are also advised to start engaging your classes with immediate effect.

23/8/17

Head of Department

Dr. S.C Gupta
Associate Professor

Copy to:

The Director for information and necessary action

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DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. : - MED/17/ 1643 **Dated: - 08.09.2017**

This refers to letter No. MED/17/1553, dated 23.08.2017 wide which you were directed to explain your position for not engaging the classes for the current semester within 3 days from the receipt of the letter.

Till date you have not submitted your explanation. Moreover, you have not been engaging your classes for the teaching load allotted to you.

You are again directed to submit your reply/explanation by **11.09.2017** evening positively failing which action will be initiated against you as per rules.

8/9/17
Head of Department

(Dr. S.C Gupta)
Associate Professor

Copy to:
The Director for information and necessary action

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Annexure-45.34(xxviii)

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C[redacted]AL

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136119

No. Estt.-I/PF/ 4822 Dated: 12/10/17

Subject: Explanation.

Vide letter No./MED/2017/1795 dated 28.09.2017, the Head, Mechanical Engineering Department of this Institute has reported that you are not taking your classes as per schedule during the current session, so the students are facing the problem to complete their syllabus concerned with you. In this context, vide letter No.MED/17/1553 dated 23.08.2017 and letter No.MED/17/1643 dated 08.09.2017 you were called upon to explain your position by the Head, Mechanical Engg. Department but you have not responded the same and still you are not taking your classes as per schedule.

In view of the above, you are hereby asked to explain your position within a week from the receipt of this letter that as to why you are not taking your classes as per schedule and even not responded the letters dated 23.08.2017 and dated 08.09.2017 issued by your controlling officer in this regard. If your reply is not received to this office during the stipulated period, matter will be put up to the competent authority for taking disciplinary action as per rules.

Registrar Incharge
for Director

Dr. S.C. Gupta,
Associate Professor,
Mechanical Engg. Deptt.,
NIT, Kurukshetra.

Copy to:

Head, Mechanical Engg. Deptt., NIT, Kurukshetra.

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NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119.

No. Estt-I/PF/249/ 5782 Dated : 15/11/17

Dr. S C Gupta, Associate Professor, Mechanical Engg. Dept. vide this office letter No. Estt/4822 dated 12.10.2017 was asked to explain his position by the Head, Mechanical Engg. Department. In response to office letter dated 12.10.2017, Dr. S C Gupta has submitted his reply vide diary No. 9627 dated 24.10.2017 directly to the Registrar without proper channel and it is violation of Clause-17 of Code of Conduct of this Institute.

In view of the above position, Head Mechanical Engg. Department is requested to submit his report towards the academic and research contribution and duties/assignment to Dr. S C Gupta, Associate Professor for the Academic Session 2016-17 & 2017-2018 (upto the end of odd semester), so that the matter will be put up to the competent authority for taking disciplinary action as per rules.

Registrar Incharge
for Director

13/11/17

13/11/17

13/11/17

Head
MechanicalEngineering Department
NIT, Kurukshetra

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NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA – 136119

No. Estt.-I/PF/2689 Dated: 28/05/18

Subject: To submit the information regarding Academic & Research Contribution and duties/assignment in respect of Dr.S.C. Gupta, Associate Professor.

Please refer to this office letter No.Estt.-I/PF/249/5782 dated 15.11.2017, on the subject cited as above.

You are requested to submit your comments/report in the matter under reference to this office at the earliest.

Registrar Incharge

Head,
Mechanical Engg. Deptt.,
NIT, Kurukshetra.

Annexure-45.34(xxxi)

N.I.T. KURUKSHETRA
Diary No. 4733
Dated 01/06/18

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DEPARTMENT OF MECHANICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA

No. MED/18/1085

Dated: 31.05.2018

Subject: Information regarding Academic & Research Contribution and Duties/Assignment in respect of Dr. S.C. Gupta, Associate Professor.

Reference: Your letter No. Estt.-I/PF/2689 dated 28.05.2018 on the subject cited above.

The detailed information in respect of Dr. S.C. Gupta is as under:

Academic Courses Taught

Session	Semester	Subjects	Course Name
2016-17	Odd Semester	Work Study & Ergonomics Work Study & Ergonomics (Pr.) PT (Pr.), Project	PI-305 PI-313 PI-215 MET-409
2016-17	Even Semester	Work Study & Ergonomics, PT (Pr.), Project	MET-406 PI-216 MET-410 Project-II
2017-18	Odd Semester	Work Study & Ergonomics, PT (Pr.), Project	MET-406 MET-216 MET-410

Acted as Course Co-ordinator

Session	Semester	Subject
2016-17	Odd Semester	Work Study & Ergonomics
2016-17	Even Semester	Work Study & Ergonomics
2017-18	Odd Semester	Work Study & Ergonomics

B.Tech Projects

Session	Roll Nos. of Allotted Students
2016-17	1130268, 1130376, 1130387, 1130448, 1130457, 1130472
2017-18	1140373, 1140329, 1140299, 1140325, 1140372, 1140258, 1140330

M.Tech Desseration Supervised

Session	Remarks
2016-17	Nil
2017-18	Nil

Ph.D. Scholars under Dr. S.C. Gupta

Sr. No.	Name of Scholar	Registration No.	Date of Joining	Course Work	Comprehensive Viva-Voce	Remarks
1	Harsh Hari	6120012	11.10.2012	Completed	09.10.2013 Satisfactory	No Publication
2	Rajneesh Chaudhary	6150020	03.02.2015	Completed	18.10.2016 Satisfactory	No Publication
3	Bhupender Kumar	6160080	15.02.2016	Not Completed	Not Completed	No Publication
4	Phool Kumar	6160089	17.02.2016	Completed	Unsatisfactory (16.02.2018)	No Publication
5	Mohan Lal Sharma	6160100	23.02.2016	Completed	Unsatisfactory (10.01.2018)	No Publication

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In addition to this he was member of DAC and DRC for two years each. The details of meetings attended by him are as under:

DAC Member w.e.f. 04.07.2014 (Two Years)					
Sr. No.	Date of Meeting	Attendance	Sr. No.	Date of Meeting	Attendance
1	24.07.2014	No	9	07.04.2015	No
2	12.08.2014	No	10	28.05.2015	No
3	09.09.2014	Yes	11	01.10.2015	No
4	30.09.2014	No	12	29.10.2015	No
5	17.10.2014	No	13	14.01.2016	No
6	20.11.2014	Yes	14	05.04.2016	No
7	03.12.2014	No	15	09.08.2016	No
8	16.01.2015	No			
DRC Member w.e.f. 12.07.2012 (Two Years)					
Sr. No.	Date of Meeting	Attendance	Sr. No.	Date of Meeting	Attendance
1	24.07.2012	No	30	20.06.2013	Yes
2	26.07.2012	No	31	05.07.2013	Yes
3	30.07.2012	No	32	09.07.2013	Yes
4	31.07.2012	No	33	17.07.2013	Yes
5	01.08.2012	No	34	18.07.2013	Yes
6	03.08.2012	No	35	20.08.2013	Yes
7	07.08.2012	No	36	02.09.2013	Yes
8	04.09.2012	Yes	37	08.10.2013	Yes
9	06.09.2012	Yes	38	09.10.2013	Yes
10	20.09.2012	Yes	39	22.10.2013	Yes
11	27.09.2012	Yes	40	20.11.2013	No
12	16.10.2012	Yes	41	02.12.2013	Yes
13	01.11.2012	Yes	42	15.01.2014	Yes
14	16.11.2012	Yes	43	18.02.2014	Yes
15	29.11.2012	Yes	44	25.02.2014	No
16	27.12.2012	Yes	45	27.02.2014	No
17	01.01.2013	No	46	03.04.2014	No
18	08.01.2013	Yes	47	20.03.2014	No
19	21.01.2013	No	48	25.03.2014	No
20	28.01.2013	Yes	49	27.03.2014	No
21	29.01.2013	Yes	50	22.04.2014	No
22	30.01.2013	Yes	51	24.04.2014	No
23	07.02.2013	Yes	52	30.04.2014	No
24	12.02.2013	Yes	53	01.05.2014	No
25	14.03.2013	Yes	54	06.05.2014	No
26	02.04.2013	Yes	55	19.05.2014	No
27	08.04.2013	Yes	56	20.05.2014	No
28	01.05.2013	Yes	57	28.05.2014	No
29	30.05.2013	Yes	58	29.05.2014	No

He was not assigned any duty for Accreditation and he was not assigned any duty as Prof.I/c, Lab also due to his bad health. His contribution in Lab development, Accreditation and research and development is nil for the past many years.

31/5/18

Head of Department

Registrar I/c 1/6/18

DR(CWA&C)

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