

## **BYE-LAWS**

As provided under Rule 30 (VIII) of the Rules of the Consortium for Educational Communication (hereinafter referred to as Consortium), the Governing Body has framed the following Bye –laws for the administration and management of the various matters specified in the aforesaid Rules.

### **1. AUTHORITIES AND OFFICERS OF THE CONSORTIUM**

1.1 As per Rule 5, the following shall be the authorities and officers of the Consortium:-

- (i) The Council;
- (ii) The Governing Body;
- (iii) The Finance Committee;
- (iv) The Chairperson, UGC;
- (v) The Director;

1.2 Rule 6 describes the composition and functions of the Council. the Council is the Apex Body of the Consortium which shall meet once a year to consider the Annual Report of the Consortium, the Audited Statement of Accounts together with the Auditor’s Report thereon.

1.3 Rule 20 describes the composition and Rule 26-30 enunciate the functions of the Governing Body. It is the Executive Body that manages, administers, direct and controls the affairs of the Consortium subject to its Rules and Bye laws.

1.4 Rules 41 and 42 describe the composition of the Finance Committee and its functions.

- 1.5 Rules 43 define the functions and powers of the Chairperson whereas Rule 44 describes the mode of appointment to the post of Director as well as his/her powers and functions.

## **2. FINANCE AND ACCOUNTS**

### **2.1 FINANCIAL YEAR**

The Financial Year of the Consortium shall begin on the 1<sup>st</sup> of April and end on the 31<sup>st</sup> March of the following calendar year.

### **2.2 BUDGET ESTIMATES**

- 2.2.1 The Budget Estimates of annual receipts and expenditure of the Consortium for the ensuing year shall be prepared in two parts. Part I – Maintenance or Non-Plan Budget and Part II – Development or Plan Budget. The estimates shall be prepared and approved by the Finance Committee in the 1<sup>st</sup> week of September for its considerations and recommendations.

- 2.2.2 On the basis of the recommendations of the Finance Committee the Governing Body shall finalize the Budget Estimate before the end of September and forward the same to University Grants Commission for final approval. All Agenda papers of Finance Committee should also be sent to Members of Governing Body.

### **2.3 SANCTIONING OF EXPENDITURE**

All expenditure within the allocated budget shall be approved and sanctioned by the Director as per delegate some of his/her by the Governing Body. Director may delegate some of his/her powers to other officers of the Consortium for specific purposes and to the extent he/she has been authorized by the Governing Body to make such delegation.

### **2.4 REAPPROPRIATIONS**

The Director shall have the power to make reappropriations within the budget allocation any time within a financial year under intimation to UGC subject to the following conditions.

- a) Reappropriation to augment the provision under the heads – Salaries, Allowances, Pensions and Provident Fund Contributions shall require the prior approval of the Governing Body.
- b) No reappropriation shall be made from the head of Capital Expenditure to the head of Recurring Expenditure without the prior approval of the Governing Body.
- c) Reappropriation to cover expenditure on a new project not included in the budget shall require the prior approval of the Governing Body.
- d) Funds shall not be diverted from Plan to Non-Plan and vice-versa.

A statement showing reappropriations made during the financial year should be placed before the Governing Body.

Funds received from various agencies for specific objects and programmes shall be treated as “earmarked funds” and shall not be diverted for use on other objects and projects.

## **2.5 ACCOUNTS**

2.5.1 Chief Administrative Officer or any other officer designated by the Director shall be responsible for the maintenance of the accounts of the Consortium.

2.5.2 The Consortium with the approval of Governing Body shall open and maintain in the name of the Consortium one or more saving accounts/current accounts/fixed deposit accounts with State Bank of India and/or any other Nationalized Bank or

Banks. All moneys received for or on behalf of the Consortium including all income and receipt shall be paid forthwith to the credit of such accounts.

## **2.6 PAYMENTS**

2.6.1 Payments by or on behalf of Consortium exceeding a fixed amount to be decided by the Director from time to time shall ordinary be made by account payee cheques. All cheques shall be signed by the person(s) duly authorized to do so by the Director. If the situation so demands, the Director may authorize payment by account payee demand draft.

### **2.6.2 ENDORSEMENT**

All bills for payment shall bear an endorsement “passed for payment” and the endorsement shall be signed by the Director or an officer to whom the power has been delegated by the Director.

## **2.7 PERMANENT ADVANCE**

A permanent advance of a sum to be fixed by the Director may be kept by the Head of the account section of the Consortium and/or any other officer(s) nominated by the Director for cash payments.

## **2.8 ANNUAL ACCOUNT**

2.8.1 The account of Consortium shall be maintained on a double entry system and Annual Statements of accounts shall be prepared on accrual basis. These Statements will consist of:

- i) Receipts and Payments Accounts;
- ii) Income and Expenditure Accounts;
- iii) Balance Sheet.

2.8.2 The accounts shall be supported by the following Subsidiary Statements:

- a) Bank Reconciliation Statement.
- b) Statement of temporary advances outstanding as at the end of financial year.

2.8.3 The Governing Body shall prescribe any other Subsidiary Statement which it may consider necessary for the proper appreciation accounts.

## **2.9 CONTRACTS**

### **2.9.1 CONTRACTS WITH OUTSIDERS**

All contracts rendered on behalf of the Consortium shall be entered into and executed by the Director or by any other officer of the consortium specifically authorized by the Director for any particular category of contracts.

### **2.9.2 CONTRACTUAL SERVICES**

The Director will contract out infrastructural services of the Consortium as and when needed. Persons hired for these services will be governed by the Rules of their respective contracts.

## **2.10 INVESTMENTS**

All surplus funds of the Consortium not immediately required for expenditure and accumulated balances in General Provident Fund/Contributory Provident Fund shall be invested in fixed deposits with banks or in approved securities in the name of the Consortium. All purchases, sales or alterations of such investments, transfer deeds or other documents necessary for this purpose shall be executed by the Director and be reported to the Governing Body.

## **2.11 AUDIT**

2.11.1 The Director will submit names of three or four suitable firms of Chartered Accountants for consideration to the Governing Body to conduct the Audit of the Consortium's accounts. The Governing Body shall appoint one of them for conducting the audit for a two year which may be extended by one more term at the discretion of the Governing Body. Thereafter, a new firm may be appointed in the same manner.

2.11.2 The accounts shall be made available to auditors within three months of the close of the financial year. Annual Accounts along with Audit Report thereon and the replies of the Consortium shall be placed before the Finance committee. Audit Report and the accounts will then be considered by the Governing Body which shall forward the same to University Grants Commission with its comments.

## **3. PURCHASE RULES**

### **PROCUREMENT OF GOODS & SERVICES**

1) The term goods used here includes all articles, material, commodities, livestock, furniture & fixtures, equipments and machinery purchased or acquired for use of C.E.C. Every authority to whom financial powers for procuring the goods are delegated shall have responsibility and accountability to bring efficiency, economy and transparency in matters and for fair equitable treatment of suppliers and promotion of completion (Rule 136 & 137 of G.F.R.)

2) Purchase of goods upto a value of Rs. 15,000/- only each occasion can be made without inviting quotation or bids on the basis of following certificate to be recorded by the exp. sanctioning authority.

“I, \_\_\_\_\_, am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price.”

3) Purchase of goods costing above Rs. 15000/- and upto Rs. 1,00,000/- only on each occasion can be made on the recommendations of a purchase committee consisting of three members as decided by Director, C.E.C. Before recommending placement of the purchase order, the committee

will explore all possibilities to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier.

(Rule 146 GFR)

- 4) Purchase of goods costing above Rs. 1,00,000/- and upto Rs. 25 lakh can be done by adopting Limited Tender Enquiry.

(Rule 151 (1) of G.F.R.)

- 5) Purchase of goods costing above Rs. 25 lakh can be done by adopting Advertised Tender Enquiry.

(Rule 150 of G.F.R)

- 6) A demand for goods should not be divided into small quantities to make piece meal purchases to short cut the purchase procedure.

- 7) For purchase of high value, plant, machinery, equipment of a complex nature, bids may be obtained in two parts such as technical bid and financial bid.

- 8) Single Tender Enquiry can also be resorted to in special circumstances as prescribed in Rule 154 of G.F.R.

- 9) Maintenance Contract should be entered into after warranty period for sophisticated and costly equipment and machinery preferable with the manufacturing company.

- 10) In case of replacement of existing item with a new and better version buy-back possibilities may be explored to fetch better value of existing item.

- 11) Other guidelines of G.O.I for efficiency, economy and accountability in public procurement should be followed in true spirit to safe guard the public money.

- 12) Certain services in the interest of economy and efficiency can be outsourced after following prescribed procedure as laid down in Rule 179 to 185 of G.F.R.

## **WORKS**

- 1) Works means all new constructions, additions, alterations to existing works, special repairs etc.

- 2) The works estimated to cost upto Rs. 10 lakh can be executed by following procedure laid down in Rule 132 of G.F.R.
- 3) Any works costing more than Rs. 10 lakh may be assigned to any public works organisations such as State P.W.D., C.P.W.D. and other similar central Govt. Organisation or P.S.U. set up to carryout civil or electrical works.

(Rule 126 (2) of G.F.R.)

## **GENERAL**

Inventory management of all goods and materials including their account, disposal etc. as discussed in Rule 187 to 202 of G.F.R. is to be followed.

- 3.1 All purchase of stores and equipment out of the Consortium funds are subject to the following essential conditions.
  - a) The requirements of stores be purchased are assessed in a realistic, rational and prudent manner so as to guard against extravagance by way of unnecessary or excessive purchases. At the same time, the purchases are programmed reasonably in advance so as to meet all requirements well in time.
  - b) Financial sanction of the Competent Authority is obtained for effecting the purchases. The Competent Authority will satisfy itself as to the need for purchase and availability of funds at the time of according sanction.

## **3.2 PURCHASE COMMITTEE**

- 3.2.1 Appropriate Purchase committee(s) shall be constituted by the Director for consideration and processing of proposals for purchases.
- 3.2.2 The Committee constituted by the Director shall have experts in the relevant area.

#### **4. TERMS AND CONDITIONS OF SERVICE OF THE DIRECTOR**

4.1 According to Rule 44 (E) of the Rules of the Consortium, the terms and conditions of the service of Director shall be fixed by the Governing Body and in general will be the same as those of the Vice-Chancellor of Central Universities. Accordingly, the service conditions will be as under :

#### **4.2 PAY AND ALLOWANCES**

4.2.1 The Director shall receive the same pay and allowances as admissible to a Vice-Chancellor of a Central University from time to time.

4.2.2 If the Director assumes charge after retirement, attaining the normal age of superannuation from his/her previous employment and is in receipt of pension in respect of his/her past service, then either his/her pay and allowances will be reduced by the gross amount of pension or the payment of pension be held in abeyance during the period of tenure as Director. If he/she assumes charge after retirement from a non-pensionable post, his/her gross pension equivalent of retirement benefits will be reduced from his/her pay as Director.

#### **4.3 ACCOMMODATION**

The Director shall be entitled to have a rent free furnished residential accommodation maintained by the Consortium. If rent free accommodation is not available at the campus, he/she/she shall be provided with leased residential accommodation having the same living area to which a Central Government Officer in receipt of corresponding rate of salary is entitled. The recovery of licence fee shall also be made at the same rate as recoverable from such officer as per CPWD orders.

#### **4.4 TRANSPORT**

4.4.1 The Director shall be entitled to use vehicle with driver provided by the Consortium for official purposes.

- 4.4.2 He/she may also use the vehicle for commuting between residence and office to and fro for which he/she shall pay to the Consortium a monthly amount at the same rate as payable by a Vice Chancellor.
- 4.4.3 He may also use the vehicle for private purposes and make payment on a monthly basis as prescribed by Central University for such use of vehicles by Vice-Chancellor of such university.
- 4.5.1 If the Director is not a superannuated officer, he/she shall be eligible to opt for General Provident Fund - Pension - Gratuity Scheme of the Consortium provided he/she was eligible for pension scheme as an employee of Central/State Government or a Central/State Autonomous Body or a Central/State University before joining the Consortium as Director. If he/she opts to join the pension scheme of Consortium, he/she shall be entitled to the benefit of combining his/her past service with the service as Director upto the normal age of superannuation for the purpose of pension. The benefit of combining service will be available only if the Consortium receives pension/Contributory Provident Fund liability from the previous organisation. The period of service rendered by him/her in the Consortium beyond the normal age of superannuation shall not qualify for the purpose of pension.
- 4.5.2 If the Director joins either after superannuation or superannuates during the tenure, he/she shall be entitled to join Contributory Provident Fund cum Gratuity Scheme from the date of his/her joining the post, or the date of his/her superannuation as the case may be.

## **4.6 LEAVE**

- 4.6.1 The Director shall be entitled to leave on full pay at the rate of 30 days in a calendar year. The leave shall be credited to his/her account in advance in two half yearly installments of 15 days each on the 1st day of January and 1st day of July every year provided that if the Director assumes/relinquishes charge of the office during the currency of a half

year, the leave shall be credited proportionately at the rate of 2 1/2 days for each completed month of service.

- 4.6.2 The leave at the credit of Director at the close of the previous half year shall be carried forward to the new half year, subject to the condition that the leave so carried forward plus the credit for that half year does not exceed the maximum limit of 240 days.
- 4.6.3 The Director shall also be entitled to half pay leave at the rate of 20 days for each completed year of service. This half pay leave can be availed of as commuted leave on full pay on medical certificate. When commuted leave is availed, twice the amount of half pay leave shall be deducted from half pay leave account.
- 4.6.4 The Director shall also be entitled to avail himself extra-ordinary leave without pay for a maximum period of three months during full term of five years on medical grounds or otherwise.

#### **4.7 LEAVE ENCASHMENT**

The Director shall be entitled on relinquishing the charge of his/her office to receive a sum equivalent to leave salary admissible for the number of days of leave on full pay due to him at the time of relinquishment of charge subject to a maximum of 240 days including encashment benefit availed of elsewhere.

#### **4.8 MEDICAL BENEFITS, LEAVE TRAVEL CONCESSION, ETC.**

The Director shall be entitled to all other benefits such as medical attendance and leave travel concession as admissible to other employees of the Consortium.

#### **4.9 TRAVELLING ALLOWANCES**

The Director shall be entitled to Travelling Allowance on his/her appointment as Director on the same rate as admissible to Vice-Chancellor of a Central University.

#### **4.10 TRAVELLING ALLOWANCES ON TOUR**

The Director shall be entitled to travelling allowances at such rates as may be admissible to the Vice- Chancellor of a Central University.

#### **4.11 MOVING EXPENSES AT THE END OF TERM**

On relinquishing his/her charge the Director shall be paid moving expenses for himself, his/her family and his/her household effects to any part in the country where he/she wishes to reside after his/her tenure.

#### **4.12 GENERAL**

Service conditions and benefits for which no specific provision has been made in these above Bye-laws, the rules, regulations, orders and instructions issued by the Central Universities or Central Government from time to time as applicable to Central Government employee of equivalent grade shall apply mutatis mutandis.

### **5. GENERAL CONDITIONS OF EMPLOYMENT IN THE CONSORTIUM**

#### **5.1 WHOLE TIME SERVICE**

An employee shall devote his/her whole time to the service of Consortium and shall not, without the previous permission of the Governing Body in the case of the Director or the Director in the case of others, engage directly or indirectly with any trade, business, occupation, profession or

enter into any remunerative commitment or absent himself from duty without proper authorisation.

## **5.2 ACCEPTANCE OF TERMS OF APPOINTMENT**

Every employee of the Consortium will accept in writing the terms and conditions of his/her appointment before joining.

## **5.3 PHYSICAL FITNESS**

An employee shall provide a certificate of physical fitness from a doctor nominated by the Consortium before the appointment and may at any time be required to submit himself/herself to such medical examination, as the Director may decide, during his/her service.

## **5.4 PERFORMANCE OF SPECIFIED DUTIES**

Each employee of the Consortium shall perform such duties as may be assigned to him/her and shall carry out the directions of the Governing Body or the Director or of any person to whose authority he/she/she be subject according to the Rules and Bye-laws of the Consortium and the standing orders/instructions of the Director.

## **5.5 OBSERVATION OF RULES AND REGULATION**

During the period of his/her service, each employee of the Consortium shall observe the Rules of the Consortium and Bye-laws made from time to time by the Governing Body and all standing orders/instructions issued by the Director.

## **5.6 WORKING HOURS AND HOLIDAYS**

Working hours of the employees in various categories will be decided by the Consortium from time to time. The Consortium shall observe the holidays in a calendar year as per notification of the Government of India. An employee shall observe the scheduled hours of work during which

he/she/she must be present at the place of duty. Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission.

## **5.7 WORKING ON SUNDAYS AND HOLIDAYS**

The employees of the Consortium may be called upon to perform such duties as may be assigned to them by the competent authority beyond the scheduled working hours and on closed holidays and Sundays.

## **5.8 PERMISSION TO LEAVE STATION**

An employee of the Consortium shall not leave station without seeking prior permission of the competent authority. The employee shall indicate his/her contact address before leaving the station.

## **5.9 UNAUTHORISED ABSENCE**

Willful absence from duty not covered by grant of leave may be treated as interruption in service.

## **5.10 CONDUCT**

5.10.1 Every employee holding a supervisory post shall take all possible steps to ensure integrity and devotion to duty of all employees under his/her control and authority.

5.10.2 Every employee shall maintain absolute integrity, and devotion to duty and do nothing which is unbecoming of an employee of the Consortium.

5.10.3 Any information obtained by an employee in the course of official work, shall not be passed on to any member of the public or a representative of the press, radio, TV or any other mode of public dissemination without the prior permission of the competent authority.

## **6. TERMS AND CONDITIONS OF SERVICE IN THE CONSORTIUM**

### **6.1 APPOINTING AUTHORITY**

Appointing authority for employees in the Consortium will be as follows:

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- i) Posts in the grade of Rs.3700-5000 and above - Governing Body
- ii) Posts in the grade of Rs.3000-4500 and below - Director

### **6.2 PROCEDURE OF APPOINTMENT**

6.2.1 Every appointment to be made by the Governing Body, shall be made on the recommendation of a Selection Committee to be constituted by the Governing Body. The recommendations of the Selection Committee shall be placed before the Chairman, Governing Body for approval.

6.2.2 For every appointment to be made by the Director, there shall be a Selection Committee consisting of Director or an officer nominated by him/her who shall be the Chairman of the Committee and three experts to be nominated by the Director of which at least one shall be from outside the CEC and drawing salary higher than that of the post concerned or of the rank of a Professor.

### **6.3 RECRUITMENT RULES**

The qualifications, experience and other conditions of to various posts in the Consortium shall be prescribed in the recruitment rules to be laid down by the Governing Body from time to time.

### **6.4 TEMPORARY APPOINTMENTS**

The Director may appoint a person on a temporary basis for a period upto six months to any post for which he/she is the appointing authority. In case of posts for which the Governing Body is the appointing authority

such temporary appointments may be made with the approval of the Chairman, Governing Body.

#### **6.5 APPOINTMENT ON CONTRACT BASIS**

The Director may appoint a person on contract basis with total emoluments upto an amount fixed by Governing Body from time to time.

#### **6.6 APPOINTMENT ON DEPUTATION**

The Director may appoint any person working in any other organisation on deputation for a specific period to any post for which he/she is the appointing authority. Such appointments to the posts in the grade of Rs.3700-5000 and above may be made with the approval of the Chairman, Governing Body and may be reported to the Governing Body in its following meeting, if necessary.

#### **6.7 PERIOD OF PROBATION**

The employees of the Consortium except those appointed on temporary basis or on contract for specific period shall be placed on probation for a period of one year. At the end of this period, the probation may be extended for reasons to be recorded in writing by the appointing authority provided that the total period of probation does not extend beyond two years. During the period of probation, the services of an employee may be terminated by the appointing authority without assigning any reasons after giving one month's notice or one month's pay and allowances in lieu thereof.

#### **6.8 EMOLUMENTS AND ALLOWANCES**

The Governing Body shall fix the scales of pay and allowances of the employees of the Consortium from time to time. These will, in general, follow the norms and scales of pay as prescribed by the Central Universities. Payment of dearness allowance, city compensatory allowance and house rent allowance shall normally conform to the

conditions and rates prescribed by the Central Universities from time to time. The modality of payment of salaries, fixation of pay, grant of increments, etc. will be in accordance with the prevailing rules of the Central Universities in this regard.

## **6.9 LEAVE PROVISIONS**

In general, leave can not be claimed as a matter of right. When the exigencies so demand, discretion to refuse or revoke leave of any description is reserved by the authority empowered to grant leave.

## **6.10 SANCTIONING AUTHORITY**

Leave may be sanctioned by the Director/any other officer to whom his/her power has been delegated by the Director. The Director will be sanctioned leave by the Chairman, Governing Body except casual leave which can be availed by the Director on his/her own authority.

## **6.11 TYPES OF LEAVE**

All of the employees of the Consortium except those appointed on adhoc basis or on contract for a specific period shall be entitled to casual leave, special casual leave, earned leave, half pay leave, commuted leave, leave not due, extra-ordinary leave, study leave, maternity leave and special disability leave. The above kinds of leaves would be admissible in accordance with the rules prescribed by the Central Universities for its employees from time to time. Persons employed on adhoc basis for specific periods or on contract basis for specific periods shall be entitled to leave as per relevant orders on the subjects.

## **6.12 LEAVE SALARY ADVANCE AND ENCASHMENT OF LEAVE**

- 6.12.1 The employees' shall be entitled to advance of leave salary as admissible to Central University employees.

6.12.2 All employees other than those appointed on contract for a specific period or on an adhoc basis shall be entitled to encashment of earned leave and half pay leave in the same manner and on the same terms and conditions as applicable to employees of the Central University. Employees on contract shall be entitled to encashment as per orders applicable to similar employees appointed by Central University. Adhoc employees are not entitled to the benefit of encashment of leave.

6.12.3 Every application for leave on medical ground shall be accompanied by a medical certificate. The submission of such a certificate shall not itself confer upon the employee any right to leave unless sanctioned by the competent authority. The said authority may, at its discretion, secure a second medical opinion and decide the case on merit. An employee who has been granted leave on medical certificate may not return to duty without producing such medical certificate of fitness as the authority who granted leave may require.

### **6.13 RESIGNATION**

6.13.1 An employee on probation may resign by giving one month's notice in writing addressed to the appointing authority or by paying one month's emoluments in lieu thereof.

6.13.2 A permanent employee may resign by giving three months' notice in writing addressed to the appointing authority or by paying three months' emoluments in lieu thereof.

6.13.3 The appointing authority may if it deems proper, in any special circumstances waive the requirement of notice.

6.13.4 A employee shall not be relieved in case an enquiry into his/her conduct is pending, till such time as a decision on the said enquiry is taken.

### **6.14 TERMINATION OF SERVICE**

6.14.1 The service of an employee may be terminated by either party giving to the other not less than three months' notice in writing to terminate it, except during the period of probation when a period of notice shall be one month.

6.14.2 The service of an employee may be terminated by giving a shorter notice than that specified in 6.14.1 above on payment to him a sum equivalent to the amount of his/her pay plus allowances for the period by which such notice falls short of the period specified.

- 6.14.3 The appointing authority or the authority to whom the power has been delegated may reduce or waive this period of notice in special circumstances.

## **6.15 SUPERANNUATION**

- 6.15.1 All employees except those appointed in a temporary capacity or on contract would continue in the post till the age of superannuation, namely, 60 years in the case of technical and academic staff and 58 years in the case of non-technical staff (Administrative Staff).
- 6.15.2 The Governing Body may re-employ a superannuated person, in special circumstances, but in no case such re-employment should continue beyond the age of 65 years in the case of technical and academic staff and 62 years in case of non-technical (administrative) staff provided that the governing Body is satisfied that the services of such employees are absolutely essential for the activities of the Consortium. Such extension will not, however, be granted for more than 2 years at a time.

## **6.16 RETIREMENT BENEFITS**

The Consortium have two schemes for its employees, namely, (i) Contributory Provident Fund-cum-Gratuity and (ii) General Provident Fund-cum-Pension-cum-Gratuity. Both the schemes will be governed by the rules laid down by the Central Universities from time to time and the instructions issued by the University Grants Commission. The employees will exercise an option to be covered by either of the two schemes at the time of joining the Consortium. The option can be revised only once during the tenure of service. The officers appointed on contract basis and re-employed pensioners will also be eligible to CPF cum gratuity scheme subject to fulfilment of conditions laid down by Central Universities in this regard.

## **6.17 CHILDREN EDUCATIONAL ASSISTANCE**

The employees of the Consortium will be entitled to children educational allowances and reimbursement of tuition fees in accordance with the rules and rates prescribed by the Central Universities from time to time.

#### **6.18 TRAVELLING ALLOWANCES/DAILY ALLOWANCES (TA/DA)**

TA/DA to employees for official purposes will be paid as rules laid down by the Governing Body from time to time. These rules will, in general, conform to the rules of the Central Universities.

#### **6.19 CEC MEDICAL ATTENDANCE REGULATIONS**

These regulations may be called the CEC Medical Attendance Regulations and are effective from the date of their approval by the Governing Body.

##### **6.19.1 SCOPE AND APPLICABILITY**

These regulations shall apply to all regular employees and those who are on probation, extension, re-employment including those, who are on deputation from a Government Department or autonomous body or any other public sector undertaking who opt to be governed by these regulations instead of by the rules in force in their parent organisation. These regulations are not applicable to daily wage, part-time or adhoc employees and persons appointed through contractors.

##### **6.19.2 DEFINITIONS**

Authorised Medical Attendant (AMA) means any qualified and registered medical practitioner having qualifications not below of M.B.B.S. or equivalent in other systems of medicines (such as Homeopathy, Ayurvedic and Unani).

##### **6.19.3 SPECIALIST AND SUPER SPECIALISTS**

Specialists and Super Specialists shall be medical practitioners with specialisation and expertise in the field of specific kind of category of diseases. A panel consisting of names of suitable doctors with special qualification, expertise and professional experience shall be prepared by Director indicating the fees payable to them for visit at the clinic as well as at the house of the patient. Authorised Medical Attendants will refer cases to Specialists and Super Specialists wherever they consider necessary in the interest of medical treatment of the patient.

#### **6.19.4 FAMILY**

The term family shall include employee's wife or husband, as the case be, parents, widowed/unmarried sisters, widowed daughters, minor brothers, children and step children who are wholly dependent on the employee.

#### **6.19.5 HOSPITAL**

Hospital shall include the following :

- (a) All India Institute of Medical Sciences, New Delhi
- (b) All Central/State/Local Bodies Hospitals.
- (c) All Trust Hospitals/Nursing Homes and Clinics in Delhi and New Delhi.
- (d) Any Hospital/Nursing Home/Clinic registered with Municipal Corporation, NDMC, Delhi Administration and Ministry of Health.
- (e) Any other Hospital/Nursing Home or Clinic as may specifically be approved by the Director for medical treatment of Consortium's employees.

#### **6.19.6 MEDICAL TREATMENT COVERED BY REGULATIONS**

Medical treatment for the purpose of these regulations will include treatment :

- (a) at the consulting room of an AMA, Specialist and Super Specialist
- (b) at the residence of the family
- (c) at the outpatient department of any hospital, nursing home or clinic as defined in regulation no.6.19.5 above.
- (d) as indoor patient of any hospital, nursing home or clinic as defined in regulation no.6.19.5 above.

Medical treatment means the use of all medical and surgical facilities available to private individuals at the hospital in which the patient is treated as an indoor and outdoor patient as well as supply of drugs prescribed by the Authorised Medical Attendant who considered them to be essential for the recovery or prevention of deterioration in the condition of the patient. It will also include necessary specialised

attention like pathological, radiological and other methods of diagnosis, dental and ophthalmological services, maternity and surgery, etc.

**6.19.7 RATES OF CONSULTATION FEE (As per amendment took place in 7<sup>th</sup> G.B. meeting held on 26<sup>th</sup> May, 1997)**

The maximum rate of consultation fee in the case of authorised medical attendant at the clinic shall be Rs.50/- for the first visit and Rs.30/- for subsequent visits within a period of one month. For specialist and super specialist, the claim, as approved by the Medical Consultant of CEC, may be approved. In the case of house visit the maximum charges will be double of the normal rates. However, in the case of house visit a certificate shall be required from the doctor that house visit was necessary for the health of the patient.

**6.19.8 MEDICAL REIMBURSEMENT IN CASE OF HOSPITALISATION**

The reimbursement for hospitalisation in any hospital, nursing home/clinic as defined in regulation 6.19.5 will be limited to the rates fixed by All India Institute of Medical Sciences in their private wards or by the Governing Body for specific categories of treatment.

**6.19.9 REIMBURSEMENT NOT PERMISSIBLE**

Reimbursement of expenses in respect of preparation which are not medicine but are primarily foods, tonics, toilet preparation or disinfectants shall not be reimbursed.

In matter not covered by these regulations, the provision of Medical Attendance Rules issued by the Government of India and instructions or decisions taken thereunder shall be applicable.

**6.19.10 EMPLOYEES FALLING ILL WHILE OUTSIDE DELHI**

If the employee or his/her family falls ill while he/she is on duty outside Delhi or lives outside Delhi, reimbursement will be permissible for treatment obtained from the registered medical practitioners but will be restricted to the approved rates.

#### **6.19.11 TREATMENT ABROAD**

The employees going on duty outside the country will be required to take medical insurance before leaving the station, the cost of which will be borne by the Consortium.

#### **6.19.12 MEDICAL FACILITIES AFTER RETIREMENT**

The facilities will also be admissible to retired employees of the Consortium. However, the benefit will only be admissible to the employees and his/her spouse and not to any other member of family.

#### **6.19.13 REIMBURSEMENT PROCEDURE**

Reimbursement of expenses on medical treatment under these regulations will be made to the employee on preferring bills for this purpose enclosing the prescription of the AMA/hospital etc. and cash vouchers and list of medicines. In the case of hospitalisation a certificate of fitness or discharge etc. will need to be attached with the claim. The claim for reimbursement should be submitted within three months of the completion of treatment.

#### **6.19.14 INTERPRETATION AND RELAXATION**

The Director shall have power to interpret these regulations in case of doubt and his/her decision will be final. He/she may also relax the provisions of these regulations in individual cases of hardship for reasons to be recorded in writing.

**6.21 LOANS AND OTHER MISCELLANEOUS BENEFITS**

**6.21.1 HOUSE BUILDING ADVANCE (As per amendment took place in 10<sup>th</sup> G.B. meeting held on 8<sup>th</sup> March, 1999)**

The employees of the Consortium may be given House Building Advances within the provision made in the budget each year as per Government of India rules.

**6.21.2 LOAN FOR PURCHASE OF CONVEYANCE**

The Consortium will follow the rules applicable to the employees as applicable to employees of Central Universities.

**6.21.3 OTHER LOANS**

Other loans will be payable to the employees of the Consortium according to the rules laid down by the Governing Body. These rules will in general be based on similar rules of the Central Universities.

**6.21.4 ADHOC BONUS**

Adhoc bonus will be paid as per the guidelines and orders issued by the Central Universities from time to time.

**6.21.5 LEAVE TRAVEL CONCESSION**

Employees will be entitled to this benefit as per the rules framed by the Central Universities from time to time.

**6.21.6** Other benefits for which no specific provision has been made in the Bye-laws, the rules, regulations, orders and instructions issued by the UGC or Central Government from time to time as applicable to Central Government employees shall apply mutatis mutandis.

**7. CLASSIFICATION, CONTROL & APPEAL RULES.**

The Central Civil Services (Classification, Control & Appeal) Rules, 1965, as applicable to Central Government employees, shall mutaitis-mutandis be applicable to the employee of Consortium for Educational Communication, New Delhi subject to the following changes.

**7.1 RULES 2 OF CCS (CCA) RULES:**

The definition of “Appointing Authority” as provided under sub rule (a) of the above rules shall be as provided under rules 8 & 9 herein-below.

Sub rule (b), (f) (g) & (i) to (l) shall be retained.

Sub rule (c), (d), (e) & (m) shall be deleted.

For the words “Government Servant” appearing in sub rule (h) of the above rules, the words “employees of Consortium for Educational Communication” be substituted.

**7.2 RULE 3 OF CCS (CCA) RULES:**

These rules shall apply to every employee of Consortium for Educational Communication but shall not apply to any person in casual employment, any person subject to discharge from service on less than one month’s notice or any other person or class of persons specifically excluded by the Governing Board from operation of the above rules.

**7.3 RULE 6 OF CCS (CCA) RULES:**

Classification of posts:

The classification of various regular posts in CEC is as under:

Sl. No.	Description of Posts	Classification of posts
1.	A CEC post carrying a pay or a scale of pay with a maximum of not less than Rs.13,500/-	Group 'A'
2.	A CEC post carrying a pay or a scale of pay with a maximum of not less than Rs. 9,000/- but less than Rs.13,500/-	Group 'B'
3.	A CEC post carrying a pay or a scale of pay with a maximum of not less than Rs. 4,000/- but less than Rs.13,500/-	Group 'C'
4.	A CEC post carrying a pay or a scale of pay with a maximum of which is Rs.4,000/- or less.	Group 'D'

**7.4 RULE 8 OF CCS (CCA) RULES:**

All appointment of Group A posts in CEC carrying pay scale of Rs.12,000 – 16,500/- and above shall be made by the Governing Board.

**7.5 RULES 9 OF CCS (CCA) RULES:**

All appointment to other posts in Group A, B, C & D carrying pay scale below Rs.12,000 – 16,500/- in CEC shall be made by the Director, CEC.

**7.6 RULES 12 OF CCS (CCA) RULES:**

The appointing authorities as defined in Rule 8 and 9 above shall be the Disciplinary Authorities in respect of the employees of CEC respectively.



