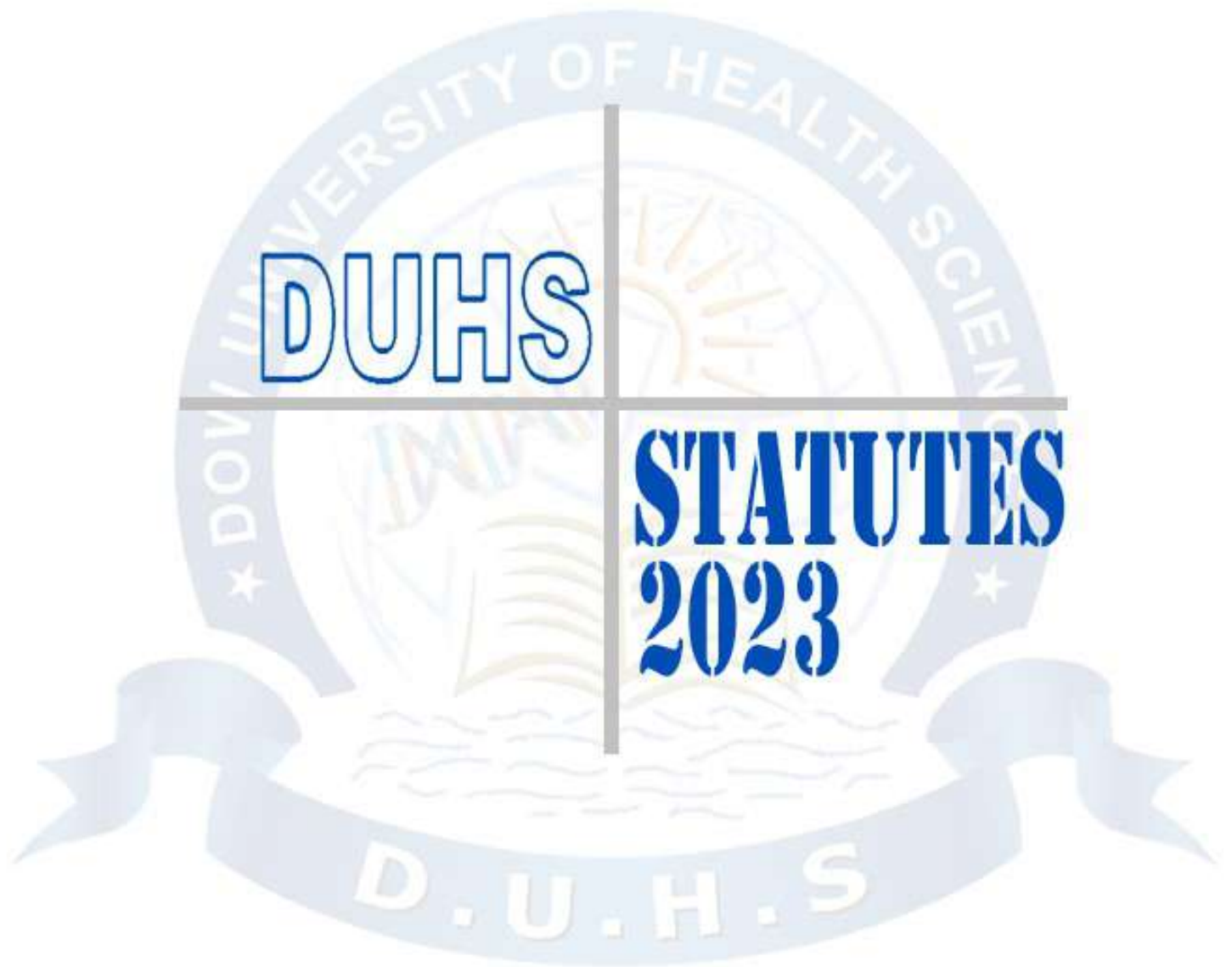




Dow University of Health Sciences



STATUTES

(In pursuance of Section 28 of Dow University
of Health Sciences Act, 2004)

INTRODUCTION

The Dow University of Health Sciences Statutes have been framed under Section 28 of Dow University of Health Sciences which have already been assented to by the Chancellor / Chief Minister of Sindh proposed by the Syndicate and approved by the Senate of the University.

These Statutes are the guiding document of all the affairs of the University consisting of terms and conditions of services of officers, teachers and other employees of the University, including scales of pay, constitution of pension, insurance, gratuity, provident fund, benevolent fund and other fringe benefits.

The Statutes also covers the establishment of Faculties, Teaching Departments and other academic units and divisions, powers and duties of officers and teachers, conditions of appointment of Professors Emeritus and award of honorary degrees and efficiency and discipline of the employees of the University.

DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI

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Dow University of Health Sciences Employee (Service) Statutes, 2007

No.DUHS/STA/1/2007 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Service Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

**Short title
Commencement
and application**

1. (1) These statutes may be called the Dow University of Health Sciences Employees (Service) Statutes, 2007.
- (2) These statutes shall come into force at once.
- (3) These statutes shall not apply to casual work-charged staff with less than three years service and persons employed on contract or on deputation with the University who will be governed by the terms and conditions of their appointment, or deputation as the case may be.

PRELIMINARY

Definitions

2. In these statutes, unless there is anything repugnant in the subject or context: -

- (1) “Act” means the Dow University of Health Sciences Act, 2004;
- (2) “appointing authority” means;
 - (i) “Vice-chancellor” in case of employees in B-1 to B-16; and
 - (ii) “Syndicate” in the case of employees in B-17 and above.

**** Amended in view
of Senate
Resolution No.
SNT-2.2 item 2
para 20**

- (3) “appellate authority” means;
 - (i) “Syndicate” in respect of employees in B-1 to B-16; and
 - (ii) “Syndicate in Review” for the employees in B-17 and above.
- (4) “appendix” means an appendix to these statutes;
- (5) “cadre” means the strength of a university service or a part of a service sanctioned as a separate unit;

- (6) “competent authority” means the appointing authority;
- (7) “calendar month” means a calendar month during which no earned leave has been enjoyed by a university employee and includes the calendar month during which the earned leave for less than fifteen days has been enjoyed;
- ¹(7-a) “Chief Minister” means the Chief Minister, Sindh;
- (8) “Director Finance” means the Director Finance of the university;
- (9) “duty rendered” means the period of duty rendered by an employee in terms of calendar months;
- (10) “earned leave” means the leave earned by a university employee in accordance with these statutes together with the balance of such leave accumulated or debited to the employee immediately before coming into effect of these statutes;
- (11) “employee” means an employee of the university;
- (12) “foreign service” means service in which a university employee receives his pay with the sanction of the university from any source other than the university fund;
- (13) “form” means a form appended to these statutes;
- (14) “gratuity” means lump sum payment made by the employer to the employee on retirement or termination of service;
- (15) “honorarium” means a recurring or non-recurring payment granted to an employee from the university fund as a remuneration for special work of an occasional character;
- (16) “initial appointment” means first induction into the Service according to the prescribed rules;
- (17) “leave” means the earned leave applied for or granted to an employee out of his leave account;
- (18) “leave account” means the account of the earned leave and the leave granted there-from maintained in form appended to these statutes;

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-54/Item-7 and SNT-6/22.01.2019/Item-7 respectively.

- (19) “lien” means the title of a university employee to hold on the termination of a period of absence, permanent post to which, he has been appointed substantively;
- (20) “medical officer” means a medical officer appointed or authorized by the university to perform functions under these statutes;
- (21) “medical board” means a medical board constituted or authorized by the syndicate to perform functions under these statutes;
- (22) “officiate” means performing the duties of post on which another person holds a lien;
- (23) “pay” means the amount drawn monthly by an employee to which he is entitled by reason of his position in a cadre and includes technical pay, special pay, personal pay and any other emoluments which may be specially classed as pay by the competent authority;
- (24) “penalty” means a penalty which may be imposed under these statutes;
- (25) “permanent post” means a post sanctioned without limit of time;
- (26) “post” means a post in the university;
- (27) “promotion” means promotion to the higher grade according to the prescribed rules;
- (28) “provident fund” means the fund in which subscriptions or deposits of any class or classes of employees are received and held in their individual accounts, and includes any contributions and any interest or increment accruing on such subscriptions, deposits on contributions under these statutes;
- ¹(28-a) “Pro-Chancellor” means the Minister from Cabinet to be nominated by the Chief Minister.
- (29) “schedule” means the schedule appended to these statutes;

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-54/Item-7 and SNT-6/22.01.2019/Item-7 respectively.

- (30) “selection authority” means the selection board or selection committee as the case may be to recommend appointment, promotion or transfer to posts in the university;
- (31) “service” means service of the university;
- (32) “subscriber” means an employee who subscribes to the fund under these statutes;
- (33) “study leave’ means leave granted to an employee to enable him to pursue a special course of study and / or for the purpose of higher research work;
- (34) “special pay” means an addition, of the nature of pay, to the emoluments of a university employee granted in consideration of the special nature of duties; or additional work or responsibility; or the unhealthiness of the locality in which the work is performed;
- (35) “temporary post” means a post sanctioned for a limited time;
- (36) “university” means Dow university of health sciences.

The words and expressions used but not defined in these statutes shall have the meaning as assigned to them in the Act.

APPOINTMENT, PROMOTION AND TRANSFER

- | | |
|--|--|
| Cadre | 1. There shall be cadres in the service based on similarity of qualifications and duties and each such cadre shall consist of such posts as may be determined by the Syndicate. |
| Appointment | 2. No appointment to a post shall be made except in accordance with these statutes. |
| Method of appointment | 3. (1) Appointment to post shall be made by any of the following methods namely: –

(i) by initial appointment;

(ii) by promotion; or

(iii) by transfer from public sector Medical University or college.

(2) The method of appointment applicable to a post shall be as laid down in schedule-I appended to these statutes. |
| Initial appointment | 4. (1) For initial appointment to posts in B-17 and above the Selection Board and for posts to B-1 to 16 the Selection Committee shall make its recommendations on the basis of interview and / or test held by it after the vacancies are advertised in newspapers.

(2) While making recommendations under clause (1), the Selection Authority shall also assign order of merit to the candidates so recommended for each vacancy and the vacancy shall be filled in accordance with the merit. |
| Qualifications experience, age etc. | 5. (1) A candidate for initial appointment to a post must possess the qualification and experience and must be within the age limit as laid down for the post in the schedule-II appended to these statutes;

(2) Experience and age limit for the purpose of initial appointment shall be reckoned as on the last date fixed for submission of applications for appointment. |
| Relaxation of age | 6. The upper age limit laid down for a post in case of candidates for posts in B-17 and above, may be relaxed up to the extent of five years by the Syndicate and in case of candidates for posts in B-1 to 16 to the extent of two years by the Vice-Chancellor; |

Provided that the upper age limit shall be deemed to have been relaxed, to the required extent, for candidates who have put in a service of at least 3 years in the university on regular basis.

- | | | |
|-------------------------------------|------------|--|
| Citizenship | 7. | A candidate for appointment shall be a citizen of Pakistan and domiciled in the province of Sindh; |
| Medical Fitness Certificates | 8. | No person, not already in the service, shall be appointed to a post unless after such medical examination certifying that he is found to be in good mental and bodily health and free from any physical defect likely to interfere with the discharge of his duties. Specimen format is given in schedule III. |
| Promotion | 9. | <p>(1) Appointments by promotion shall be made on the recommendation of the Selection Board or Selection Committee, as the case may be.</p> <p>(2) The Vice Chancellor may constitute one or more than one Selection Committees consisting of not less than three members one of whom shall be nominated as Chairman.</p> <p>(3) Recruitment by initial appointment or by promotion will be in accordance with the method as laid down by the appointing authority;</p> |
| Transfer | 10. | <p>(1) Appointment by transfer shall be made on the recommendation of Selection Board or Selection Committee from amongst the persons holding appointment in the same scale of pay in which the post to be filled exists and must possess the qualification, experience etc laid down for that post.</p> <p>(2) Every employee shall be liable for transfer anywhere in any office or establishment of the university with the approval of the appointing authority.</p> |
| Appointing Authority | 11. | The authority for appointing persons against posts in B-17 and above is the Syndicate and for persons against posts in B-1 to B-16 is the Vice-Chancellor. |
| Contract | 12. | The appointing authority may engage, on contract basis, technical or professionals as consultants or advisors or persons possessing any specialized skill or experience or retired or superannuated employees on such terms and conditions as may be determined. |
| Re-employment | 13. | A retired employee shall not ordinarily be re-employed unless such re-employment is in the interest of the university and is made with the prior approval of the authority next above the appointing authority. |

**Deceased
Employee
Quota**

- 14.** (1) Notwithstanding anything contained in these statutes, the appointing authority may give preference in appointment to a post in the university to one of the children of a university employee who dies during service, provided that the said child of the deceased employee possesses the minimum qualifications, experience and age as laid down for appointment to that post.

¹If in case, the children of the deceased employee is/are minor(s), the widow or one of the widows, as the case maybe, of the deceased employee shall be given preference as provided above in this sub section.

- (2) The appointment as aforesaid shall be subject to the availability of a vacancy.

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-40/Item-6 and SNT-6/22.01.2019/Item-7 respectively.

SCHEDULE - I

[See Statute 3(2)]

Method of appointment

- ²(a) All teaching posts in B-17 and above shall be filled in 60% by promotion and 40% by initial recruitment.

- (b) All non-teaching posts shall be filled on the basis of method of recruitment, initial appointment / promotion or transfer as was in force before coming into effect of the Act or as amended by the appointing authority from time to time.

2. Substituted vide Syndicate and Senate Resolutions / Decisions No. Syn-88/13.11.2021/Item-7 and Senate-7/24.11.2021/Item-2 respectively.

SCHEDULE – II

[See Statute 5 (1)]

Qualifications, Experience and Age

- (a) For all **teaching posts** in B-17 and above the qualifications and experience shall be as laid down in Pakistan Medical and Dental Council Regulations and / or Higher Education Commission appointment criteria for the post in the subject.

- (b) For all **non-teaching posts** the qualifications, experience and age shall be as were in force before coming into effect of the Dow University of Health Sciences Act or as amended by the appointing authority from time to time.

Specimen Format

SCHEDULE - III

[See Statute – 8]

**MEDICAL FITNESS CERTIFICATE ON FIRST ENTRY IN TO
UNIVERSITY SERVICE**

I, hereby certify that I have examined Mr./Miss/Mrs. _____ a candidate for employment in the _____ University, and cannot discover that he / she _____ has any disease, constitutional weakness, or bodily infirmity, except _____. I do not consider this a disqualification for employment for the post _____.

His/her age is according to his/her own statement _____ years, and by appearance he/she is about _____ year of age.

Marks of identification.
(of Employee)

Impression of left hand thumb (_____).
(of Employee)

**Signature of the
In charge Medical Board
Dow University of Health Sciences**

Date _____

PROMOTION TO MERITORIOUS PROFESSOR (BPS-21)

The Dow University of Health Sciences adopts the following Statutes as approved by Higher Education Commission vide their letter No. 4-7/CHR/HEC/05/319 Islamabad, dated: February 02, 2005: -

Provision of Posts 1. The number of Professors to be promoted to BPS-21 shall be calculated on the basis of 12.5% of sanctioned posts of Professors in BPS-20 in the Dow University of Health Sciences.

Eligibility 2. University Professors who are employed on regular basis in BPS-20 and fulfill the following conditions:

- (1) Only those Professors who have, completed 22 years of service in B-17 and above and have served at least for 5 years as Professor in the University.

Provided where initial appointment of a person already in government service takes place, on the recommendations of the Sindh Public Service Commission/Selection Board, in a post in B-18, 19 or 20, the minimum length of service for promotion to B-21 shall be as follows: -

<u>First Appointment in</u>	<u>Reduced by</u>
B-18	5 years
B-19	12 years
B-20	17 years

- (2) Having Ph.D Degree (MBBS degree with FCPS (Pakistan)/Membership of Royal College (UK)/Diplomat of American Board or equivalent international qualifications (as determined by Higher Education Commission) in the case of Clinical Science disciplines)

- (3) Beyond January 2007, 5 (five) research publications in foreign indexed or abstracted journals and/or in Higher Education Commission recognized local journals (in case of medical sciences. Pakistan Medical and Dental Council indexed journals in the last 5 years as Professor in BPS-20 will be required.

Procedure of Promotion 3. (1) Requirement for advertisement of posts as laid down at para 7 (1) of the First Statutes mentioned in the Schedule to the Dow University of Health Sciences Act, 2004, will be dispensed with.

- (2) Each eligible University Professor will be invited to submit papers for consideration by the Selection Board for promotion to BPS-21.
- (3) The Vice-Chancellor shall prepare the cases for promotion as Meritorious Professors and present the record of each such Professor on the pro forma designed for this purpose, and approved as a part of the statutes along with (a) Annual Confidential Report (ACRs) of five preceding years, and (b) a resume of the Professor and his / her achievements in research, teaching and educational administration.
- (4) The University shall calculate total scores of each eligible applicant according to the parameters detailed in Grading Procedure. Those who secure a minimum score of 60 or above will be put-up before the Selection Board for consideration.
- (5) A meeting of the Selection Board shall be called to consider cases for promotion to Meritorious Professors BPS-21 whose recommendations will be placed before the Syndicate. The recommendations of the Syndicate shall be sent to the Chancellor for approval.
- (6) All promotions to BPS-21 shall be effective from the date of recommendations by the Syndicate.

**Grading
Procedure
(Total 100
marks)**

4. (1) Length of service (maximum 15 marks)
 - (i) 1 mark for each year of service over and above total service of 22 years in BPS-17 and above, subject to maximum of 5 marks.
 - (ii) 2 marks of service per year rendered as Professor in BPS-20 over and above the minimum qualifying requirement of 5 years in BPS-20, subject to a maximum of 10 marks.
- (2) Research Publications: Papers / books / monograph / patents (maximum 25 marks)
 - (i) Research publication during the last 5 years as Professor in BPS-20 (maximum 10 marks).
 - (a) 2 marks per paper published in foreign indexed or abstracted journals.

- (b) 1 mark per paper published in Pakistan Medical and Dental Council indexed journals, subject to a maximum of 5 marks.
- (ii) Research publication in the entire record with the exception of the last 5 years (maximum 10 marks)
- (a) 2 marks per paper published in foreign indexed or abstracted journals.
- (b) 1 mark per paper published in Pakistan Medical and Dental Council indexed journals, subject to a maximum of 5 marks.
- (iii) 2 marks per Patent (approved), subject to a maximum of 6 marks.
- (iv) 2 marks per book authored or books edited internationally, subject to a maximum of 4 marks.
- (v) 1 mark per book edited, subject to a maximum of 2 marks.
- (3) Academic Performance (maximum 30 marks)
- (i) No. of M. Phil* produced 1 mark per M. Phil, maximum 10 marks
- (ii) No. of Ph.D. produced 4 marks per Ph.D, maximum 20 marks
- * M.Phil or equivalent qualification of 18 years of schooling with requirement of thesis for partial fulfillment of the terminal degree.
- (iii) Research Grant Awards (Rs. 500,000 or above) as Principal Investigator (other than the research grants given by the parent university) 4 marks per research grant award, maximum 12 marks
- (iv) Awards / Honors (maximum 6 marks)
- (a) National Awards (Civil/President) 2 marks per award subject to a maximum 4 marks

(b) International Honours/Awards 2 marks per award subject to a maximum of 4 marks

(c) Higher Education Commission Best Teacher Award 1 mark per award subject to a maximum 2 marks

(4) Post-Ph.D. Qualification (maximum 10 marks)

Note: Each Post-doctorate qualification should be of at least 6 months duration and a maximum of two post-doctorate qualifications will be counted.

(i) 2 marks for each post-doctorate qualification at a local institution / university, other than the parent university, maximum of 4 marks.

(ii) 3 marks for each post-doctorates at foreign institute/university, maximum 6 of marks.

(iii) 4 marks if award is through open competition (such as Fulbright Fellowship, Higher Education Commission Post-doctorate Fellowships etc), maximum of 8 marks.

(5) Annual Confidential Reports (maximum 10 marks)

i) Excellent 2.0 marks

ii) Very Good 1.5 marks

iii) Good 1.0 marks

Note:

(i) ACRs for the last 5 years shall be taken into account.

(ii) First three categories of ACR grading irrespective of nomenclature shall be considered

(iii) In case the candidate is a serving Vice-Chancellor, ACRs will be obtained for the 5 years preceding to appointment as Vice-chancellor.

(6) Educational Administration (maximum 10 marks)

(i) Vice Chancellor 5 marks per year up to maximum of 10 marks

(ii) Pro Vice Chancellor 4 marks per year up to maximum of 8 marks

- (iii) Dean 3 marks per year up to maximum of 9 marks
- (iv) Principal of Constituent College / Chairman of the Department / Director of Institute. 2 marks per year up to maximum of 6 marks

Provided in the case of Professors holding two posts simultaneously, scores for only one post (higher score) will be counted., if two posts were held at different times, scores for both will be counted, head of the department and Chairman are considered to be the same position and should be given score whether the designation is Chairman or Head of the department, there is no score for M.S. of a teaching hospital.

- Miscellaneous** 5. In case of numbers in fraction, then 0.50 or above will be considered as 1 (e.g. 60.50 or above will be 61.0 whereas 60.49 or less will be 60).

**REVISED STATUTES FOR PROMOTION OF PROFESSOR (BPS-21) TO
MERITORIOUS PROFESSOR (BPS-22)**

1. **Provision of Posts**

1.1 The number of Professors to be promoted to BPS-22 in each University shall be calculated on the basis of 12.5% **of the filled posts of the Professors** in BPS-21.

2. **Eligibility**

2.1 Minimum service in BPS-17 / equivalent and above should be 20 years.

2.2 Only those Professors who have served at least for 02 (two) years in BPS- 21 in the university with Ph.D. degree / equivalent terminal degree as determined by HEC.

2.3 Should have **5 research publication in the past 5 years with** at least **three (3)** research publications in the past 2 years in HEC recognized journals.

2.4 **Must have produced two Ph.Ds. or one Ph.D. and give (5) M.Phil. in the last 5 years.**

3. **Procedure of Promotion**

3.1 Requirement for advertisement of posts as provided in the relevant section of the University Act will be dispensed with.

3.2 Each eligible University Professor will be invited to submit papers for consideration by the **Special Selection Board (permanent members of the Selection Board, one representative of Chairman, HEC and one representative of Chancellor) for the award of BPS-22.**

3.3 The Vice-Chancellor shall prepare the cases of Professors in BPS-21 **for the award of BPS-22** and present the record of each-such Professor on the proforma designed for this purpose, and approved as a part of the statutes along with (a) Annual Confidential Report (ACRs) for the last five years in BPS-21, and (b) a resume of the Professor and his/her achievements in research, teaching and educational administration.

3.4 The University shall calculate total **score** of each eligible applicant according to the parameters detailed in Clause-4 (Grading Procedure). **Those who secure a minimum score of 60 will be presented before the S.B. for consideration**

3.5 A meeting of the **Special** Selection Board shall be called to consider cases **for award of BPS-22** and the recommendations will be placed before the Syndicate. **Finally**, the recommendations of the Syndicate shall be sent to the Chancellor for approval.

3.6 All promotions to BPS-22 shall be effective from the date of recommendations by the Syndicate.

4. **Grading Procedure (Total 100 marks)**

4.1 Length of service (maximum **15 marks**)

4.1.1. 05-marks of service per year rendered as **Professor** in BPS-21 over and above the minimum qualifying requirement of 2-years in BPS-21, subject to a maximum of 15marks.

4.2. Research Publications: Papers / Books / Monograph / Patents / Crop Varieties (approved) (maximum **30 marks**).

4.2.1. 02 marks per paper published in HEC recognized journals with impact factor or journals cited in Social Science citation Index

4.2.2. 0.5 mark per paper published in local HEC recognized journals (in case of MedicalSciences, PMDC recognized journals).

4.2.3. 02 marks per Patent/Crop Variety (approved), subject to a maximum of 06 marks.

4.2.4. 02 marks per book authored or edited internationally, subject to a maximum of 04marks.

4.2.5. 01 mark per book authored or edited locally, subject to a maximum of 02 marks.

4.3. Academic Performance (maximum 30 **marks**)

4.3.1 No. of M. Phil* produced 01 mark per M. Phil, maximum of 6 marks

4.3.2 No. of Ph.D. produced 50 marks per Ph.D, maximum of 15 marks
* M.Phil. or equivalent qualification of 18 years of schooling with requirement of thesis of at least two semester duration for partial fulfillment of the terminal degree.

- 4.3.3 Research Grant Awards (03 marks for less than 01 million and 05 marks for more than 1 million) as Principal Investigator (other than the research grants given by the parent University).
- 4.3.4 Awards/Honors (maximum 06 marks)
- 4.3.4.1 National Awards 02 marks per award, (Civil/President) (maximum of 04 marks)
- 4.3.4.2 International Awards 02 marks per award, Honors **recognized by HEC** (maximum of 04 marks)
- 4.3.4.3 HEC Best Teacher Award 01 mark per award, **Izaz-e-Kamal** maximum of 04 marks **Izaz-e-Fazeelat**
- 4.4. Post-PhD Qualification (maximum 05 **marks**)
- Note: Only Post-doctorate of at least 6 months duration will be counted.
- 4.4.1 **Two marks for 6 months to 1 year post doctorate at foreign University/institute to a maximum of 04 marks**
- 4.4.2 05 marks for **one year or more** post-doctorate at foreign institute/university.
- 4.5. Annual Confidential Reports (maximum 10 **marks**)
- 4.5.1 Excellent 2.0 marks
- 4.5.2 Very Good 1.5 marks
- 4.5.3 Good 1.0 mark

- Note:*
1. Sum score of ACRs for the last 5-years shall be taken into account.
 2. Top 3 categories irrespective of nomenclature shall be considered
 3. In case the candidate is a serving Vice-Chancellor, ACRs of the last 5 years preceding to his appointment as Vice-Chancellor shall be considered.

4.6	Educational Administration (maximum 10 marks)	
4.6.1	Vice-Chancellor	04 marks per year up to maximum of 10 marks
4.6.2	Pro Vice-Chancellor	03 marks per year up to maximum of 8 marks
4.6.3	Dean/Director Centre of Excellence	02 marks per year upto maximum of 06 marks
4.6.4	Principal of Constituent College/ Chairman of the Department / Director of Institute:	01 mark per year up to maximum 03 marks

5. Miscellaneous

- 5.1 In case of numbers in fraction, then 0.50 or above will be considered as 1 (e.g. 59.5 or above will be 60.0 whereas 59.49 or less will be 59).
- 5.2 A Professor appointed as Vice-Chancellor in BPS-22 shall be allowed personal grade of BPS-22 as Professor after he relinquishes the charge of the office of Vice-Chancellor, provided he/she has completed one tenure of four years as Vice-Chancellor and has been a regular Professor in a Public Sector University prior to his/her appointment as Vice-Chancellor. The personal grade so granted to him shall not be counted towards the 12.5% quota of BPS-22.

PROBATION, CONFIRMATION AND SENIORITY

Probation

1. (1) A person appointed to a post by initial appointment shall be on six months probation and a person appointed otherwise may, if the appointing authority so directs, be on probation for six months,

Provided that regular employees appointed and who are working in the University for the last 3 years shall not be on probation.

- (2) Service on deputation to an equivalent or higher post shall count towards the period of probation.

Provided that if no orders are passed by the day following the completion of –

- (a) the initial probationary period, the period of probation shall be deemed to have been extended by one year;
- (b) the extended period of probation, the appointment shall be deemed to be continued until further orders.

Confirmation

2. (1) Confirmation of an employee shall be made in the order of seniority in a permanent post on which no other employee holds any lien.
- (2) On confirmation of an employee in a post, his lien, if any, on any other post shall stand terminated.
- (3) There shall be no confirmation against any temporary post.

Authority to Confirm

3. The authority competent to confirm an employees shall be as under: -
 - (1) Syndicate, in case of employees appointed to posts in B-17 and above.
 - (2) Vice-Chancellor, in case for all the employee in B-1 to B-16.

Seniority

4. (1) In each cadre in a department there shall be a separate seniority list of a group of employees doing similar duties and performing similar functions and for whose appointment same qualifications and experience have been laid down.

- (2) The appointing authority shall in the month of January every year cause to be prepared or revise the seniority list.
- (3) The seniority of any employee shall be reckoned from the date of regular appointment.

Inter-se-seniority

- 5. Inter-se seniority of employees appointed in a batch or on the same date shall be determined –
 - (a) in the case of persons appointed by initial appointment, in the order of merit assigned by the selection authority, and if such authority has omitted to do so the seniority shall be determined by the appointing authority;

Provided that a person selected in earlier selection shall rank senior to a person selected in a later selection.

- (b) in the case of persons appointed by promotion on the basis of their inter-se seniority in the lower scale;

APPEAL STATUTES

1. (1) An employee aggrieved by an order of the competent authority relating to the terms and conditions of service may, within 30 days from the date of the order, prefer an appeal to the appellate authority given in the table below;

Sr. No	Authority making the order	Authority competent to hear appeals
1	Vice-Chancellor	Syndicate
2.	Syndicate	Syndicate in Review.

Provided further that the appellate authority may condone the delay in preferring appeal or review petition, if it is satisfied that the delay was for reasons beyond the control of the appellant or for the reasons that the earlier appeal or review petition was not addressed to the proper forum.

- (2) Where the order of the competent authority affects more than one employee, every affected employee shall prefer appeal separately.
- (3) Where an employee has died, the appeal may be filed or pursued if it has already been filed, by any of his legal heirs entitled to inherit his property;

Provided that the benefit likely to accrue in the appeal is heritable.

2. Every Memorandum of Appeal shall-
- (a) contain full name and address, official designation and place of posting of the appellant;
 - (b) statement in brief of the facts leading to the appeal; and
 - (c) accompanied by a certified copy of the order appealed from and copies of all other documents on which the appellant wishes to rely.
3. The appeal shall be submitted through the head of the office in which the appellant is posted at the time of filing the appeal and the said head of the office shall forward the appeal to the competent authority if he himself is not such authority, and the competent authority shall after adding his own comments if any transmit the appeal to the appellate authority.

4. The appellate authority shall, on receipt of appeal, call for the record of the case from the competent authority and after perusal of such record and if considered necessary hearing the appellant and the representative of the competent authority, make such order as it may deem fit.

CONDUCT STATUTES

Observance of statutes, regulations, rules, and orders

1. Every employee shall abide by statutes, regulations, rules, and instructions issued by the university, and comply with all lawful orders and directions which may, from time to time, be given to him by any person under whose superintendence or control such employee may, for the time being, be placed.

Acceptance of Awards (other than Academic awards)

2. No employee shall, except with the approval of the Chancellor, accept award, title or decoration.

Explanation. – For the purpose of this statute, the expression “approval of the Chancellor” means prior approval in ordinary cases and ex-post facto approval in special cases where sufficient time is not available for obtaining prior approval.

Employment

3. No employee shall, except with the previous sanction or general permission of the appointing authority, engage in any employment other than his official duties:

Provided that he may, without such sanction, undertake honorary work of a religious, social or charitable nature or occasional work of a literary or artistic character, subject to the conditions that his official duties do not thereby suffer and that the occupation or undertaking does not conflict or is not inconsistent with his position or obligations as an employee but he shall not undertake or shall discontinue such work if so directed by the Authority.

Provided further that an employee below B-16 may, without such sanction, undertake a small enterprise which absorbs family labour and where he does so shall file details of the enterprise along with the declaration of assets.

Employees not to leave station

4. No employee shall leave his headquarters without information of the competent authority.

Bar on political or other influence

5. No employee shall bring directly or indirectly political or other outside influence to bear on the university or any officer of the university in respect of any matter relating to the appointment, promotion, transfer, punishment, retirement or other conditions of service of an employee.

Approaching Foreign Missions and Aid Giving Agencies	<p>6. No employee shall approach, directly or indirectly, a Foreign Mission in Pakistan or any foreign aid-giving agency in Pakistan or abroad to secure for himself invitation to visit a foreign country or to elicit offer of training facility abroad except through the Office of the Vice Chancellor who shall examine and assess whether the training facility or Project Research program as the case may be, shall consume such amount of time as may encroach upon the time of his official duty:</p> <p style="padding-left: 40px;">Provided that it will be the discretion of the Vice Chancellor to allow the facility or otherwise.</p>
University Employee not to Live Beyond his Means	<p>7. No employee shall live beyond his means or indulge in ostentation on occasions of marriage or other ceremonies.</p>
Intimation of Involvement and Conviction in a Criminal Case	<p>8. If a employee is involved as an accused in a criminal case, he shall bring the fact of such involvement or conviction, as the case may be, to the notice of the head of the office or department immediately or, if he is arrested and released on bail, soon after such release.</p>
Bar on direct / Joint representation	<p>9. (1) No representation to any officer or authority of the university or any authority out side the University shall be the made except through proper channel.</p> <p>(2) No Joint representation or representation from any family member of the employee shall be entertained.</p>
Tampering with service record	<p>10. No employee shall tamper with, interfere with, remove or destroy official record.</p>
Bar on propagation of sectarian creeds	<p>11. No employee shall propagate such sectarian creeds or take part in such sectarian controversies or indulge in such sectarian partiality and favouritism as are likely to affect his integrity in the discharge of his duties or to embarrass the administration or create feelings of discontent or displeasure amongst the employee in particular and the people in general.</p>
Bar on nepotism, favoritism, provincialism and victimization	<p>12. No employee shall indulge in provincialism, parochialism, nepotism, favoritism or victimization.</p>
Misuse of official position	<p>13. No employee shall use his official position to bestow patronage upon or do favour to an employee in a manner that the rights of the deserving employees are affected.</p>

**Statements to
Press and
speeches on
Radio / T.V.**

- 14.** No employee shall make any statement or address letters to the Press or deliver a speech on Radio / T.V. etc., or contribute any article to any newspaper or journal concerning the affairs of the university unless duly authorized in writing by the competent authority:

Provided that no such sanction shall be required if such broadcast, television program, contribution or letter is of a purely literary, artistic or scientific character or, in respect of a member of the teaching profession, relates to his specialized discipline.

**Evidence before
committees**

- 15.** No employee shall give evidence before a public committee except with the previous sanction of the competent authority.

(a) No employee giving such evidence shall criticize any policy or decision of the University or put the University into embarrassing position.

(b) The provision shall not apply to evidence given before statutory committees which have power to compel attendance and the giving of answers, nor to evidence given in judicial inquiries.

Subscriptions

- 16.** No employee shall, except with the previous sanction of the university, participate in the raising of any subscription or other pecuniary assistance in pursuance of any object whatsoever.

LEAVE STATUTES

- | | |
|---|---|
| When Leave in Earned | 1. The duty rendered by a employee shall qualify him to earn leave accordance with these statutes; |
| Leave to be expressed in days | 2. Leave shall be applied for, expressed and sanctioned to an employee by the competent authority in terms of days. |
| Calculation and accumulation of earned leave | 3. (1) Leave shall be calculated and accumulated as under.

(a) in the case of an employee other than that in a vacation department at the rate of four days for every calendar month;

(b) in the case of an employee in a vacation department.

(i) if such employee avails of the full vacation, at the rate of one day for every calendar month;

(ii) if such employee does not avail of the vacation, at the rate of four days for every calendar month;

(iii) if such employee avails of only a part of the vacation, at the rate of one day for every calendar month.

¹ (c) 20 days academic leave, not debit-able to leave account would be admissible in a calendar year to the vocational staff for the purpose of conducting Examinations / Attending Seminars / Reading Research Papers, with the prior approval of the Competent Authority (Vice Chancellor). |

In case excess leave is availed, the remaining period shall be treated as earned leave.

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-52/Item-10 and SNT-6/22.01.2019/Item-7 respectively.

- (2) All leave earned by an employee immediately before the coming into effect of the Act and accumulated shall be brought forward to the leave account as earned leave.
 - (3) The earned leave admissible to an employee shall be calculated up to the date of the grant of leave and at the end of every calendar year for that year and after deducting the leave availed of from the leave admissible, the balance shall be brought forward to the leave account for the calendar year immediately following thereafter.
- Leave Application**
- 4. (1) An application in Form I appended to these statutes for leave or for an extension of leave shall be made to the head of office.
 - (2) An employee may apply for the type of leave which is due and admissible to him and it shall not be refused on the ground that another type of leave should be taken in the particular circumstances. An employee may apply for extra-ordinary leave or leave on half pay even if leave on full pay is otherwise due and admissible to him.
- Grant of Leave**
- 5. (1) On receipt of an application for grant of leave, the admissibility thereof shall, as far as possible, be assessed from the leave account maintained by the Administrative Officer, before the leave is granted.
 - (2) Leave under these statutes may be granted by the competent authority or by an Officer authorized by him to do so.
 - (3) In case where all the applications for leave cannot, in the interest of public service, be sanctioned simultaneously, the competent authority may spare as many applicants as he deem fit, and shall give priority to –
 - (a) the applicants who were last recalled compulsorily from leave; and
 - (b) the applicants who were required to make adjustment in the timing of their leave on the last occasion to the instant time.
- Leave on full pay**
- 6. The maximum period of leave on full pay that may be granted at one time shall be –
 - (a) one hundred and twenty days without medical certificate;
 - (b) one hundred and eighty days with medical certificate, which may be in Form II appended to these statutes; and

- (c) Three hundred and sixty five days leave on medical certificate from leave account in entire service.

Explanation. – The leave without medical certificate and with medical certificate may, subject to the total maximum limit, be granted at a time.

Leave on half pay

- 7. (1) Leave on full pay may be converted into leave on half pay on the request of the employee, but the debit to the leave account shall be at the rate one day every two days of such leave, fraction of one half counting as one full day's leave on full pay.
- (2) There shall be no limit on the grant of leave on half pay so long as it is available by conversion.

Leave not due

- 8. (1) If at any time there is no leave at the credit of an employee and the employee is likely to resume duty after availing leave, such employee may be granted leave not due on full pay to be offset against leave to be earned in future for a maximum period of 365 days in the entire period of service, subject to the condition that during the first five years of service such leave shall not exceed 90 days in all, and the aforesaid limit shall be subject to conversion in accordance with these statutes if the whole or any part of such leave is granted on half pay.
- (2) When An employee who returns from 'leave not due', no leave on full pay shall become due to him until the leave not due availed of is balanced by the earned leave.

Leave on abolition of post

- 9. (1) When a post is abolished, leave due to the employee, whose services are terminated in consequence thereof, shall be granted without regard to the availability of a post for the period of leave.
- (2) The grant of leave in such cases shall, so long as such employee does not attain the age of superannuation, be deemed automatically to have also extended the duration of the post and the tenure of its incumbent.

Leave preparatory to retirement

- 10. (1) Subject to the availability an employee may be granted leave preparatory to retirement on full pay from the leave account to a maximum of 365 days ending on the date of superannuation or on the date of voluntary retirement on completion of thirty years qualifying service and convertible partly or wholly into leave on half pay, but the duration of the total leave including the actual period of leave on half pay, if any, shall not exceed 365 days.

- (2) Application for leave preparatory to retirement shall be submitted at least 90 days before the date of the proposed commencement of such leave.

Maternity leave 11. A female employee shall be granted maternity leave on full pay for a maximum period of ninety days, and the leave after that day or the period exceeding ninety days that day shall be treated as leave admissible to and desired by the University employee.

Provided that in the case of an employee in a department other than a vacation department earned leave may be granted in lieu of the maternity leave after the third maternity.

Special leave to female University employee 12. (1) A female employee shall, on the death of her husband, be granted special leave when applied for on full pay, for a period not exceeding 180 days, which shall not be debited to her leave account.

- (2) The special leave shall commence from the date of the death of the husband of the employee, and the employee shall furnish the death certificate issued by the concerned authority to the competent authority either along with the application for special leave, if that is not possible, at any time thereafter.

Disability leave 13. Disability leave may be granted to an employee, disabled by injury, ailment or disease contacted in the course or in consequence of duty, outside the leave account on each occasion, up to a maximum of seven hundred and twenty days of which 180 days shall be on full pay and the remaining on half pay on such medical advice as the head of office may consider necessary.

Extra-ordinary leave 14. ²(1) Extra-ordinary leave may be granted on any ground up to a maximum of three (3) years at a time on continuous services of regular employee of DUHS on his/her request, on following conditions subject to approval of the competent authority:

- | | | |
|----|-------------------------------------|--------------|
| 1. | On completion of 15 years' service: | 03 years EOL |
| 2. | On completion of 10 years' service: | 02 years EOL |
| 3. | On completion of 05 years' service: | 01 year EOL |

Provided that the maximum period of three (3) years shall be reduced by the period of leave on full pay or half pay, if granted in combination with the extra-ordinary leave.

- (2) Extra-ordinary leave may be granted retrospectively in lieu of absence without leave.
- (3) All extra-ordinary leave shall be without pay.

2. Substituted vide Syndicate and Senate Resolutions / Decisions No. Syn-52/Item-10 and SNT-6/22.01.2019/Item-7 respectively.

**Encashment
of L.P.R.**

15. (1) An employee may, fifteen months before the date of superannuation may be allowed, to encash his leave preparatory to retirement if he under takes in writing to perform duty in lieu of the whole period of ³three hundred and sixty five days or lesser period which is due and admissible.
- (2) In lieu of such leave, leave pay may be claimed at any time during that period at the rate of pay admissible at the time the leave pay is drawn for the actual period of such leave subject to a maximum of ³three hundred and sixty-five days.
- ³(3) If at any time during such period, leave is granted on account of ill health supported by medical certificate or for performing of Hajj, amount of cash compensation on account of leave pay shall be reduced by an amount equal to the leave pay of the period of leave so granted.
- ³(4-A) Encashment of leave preparatory to retirement (LPR) not exceeding three hundred and sixty five days shall be effective from the first day of July, 2012 and shall, for the entire period of leave refused or opted for encashment be applicable to a employees retired or, as the case may be, retiring on or after the first day of July 2012, provided such leave is available at his credit subject to a maximum of three hundred and sixty five days.
- ³(4-B) Leave pay for the purpose of encashment of LPR shall be computed on the basis of pay and allowances reckonable towards pension as shown in the last pay certificate of employee.

**Death during
leave
preparatory to
retirement**

16. In case an employee on leave preparatory to retirement dies before completing ³365 days of such leave, his family shall be entitled to lump sum payment equal to the period falling short of ³three hundred and sixty-five days.

In service death

17. In case employee dies while in service, lump sum Payment of full pay up to ³365 days out of the leave at his credit shall be made to his “family” as defined for the purpose of family pension.

Leave Salary

18. An employee granted leave on full pay or half pay shall for the period of leave draw the pay or half pay, as the case may be, and all allowances admissible to such employee immediately before proceeding on such leave.

3. Inserted / substituted vide Syndicate and Senate Resolutions / Decisions No. Syn-54/Item-7 and SNT-6/22.01.2019/Item-7 respectively.

- Recall to duty during leave**
19. If an employee is recalled to duty compulsorily, with the personal approval of the head of his office from leave of any kind that he is spending away from his head quarters, he may be granted a single return fare plus daily allowance as admissible on tour from the station where he is spending his leave to the place of headquarter where he is required to report for duty:
- Penalty for absence unsanctioned leave**
20. An employee who remains absent after the expiry of his leave shall not, unless the leave is extended by the Head of Office, be entitled to any remuneration for the period of such absence, and, besides any disciplinary action that may be taken against such employee, double the period of such absence shall be debited against the leave account of such employee and such debit shall, if there is insufficient credit in the leave account, be adjusted as leave not due
- Combination of different types of leave etc**
21. Any type of leave may be combined with joining time or with any other of leave other-wise admissible to the employee;
- Provided that leave preparatory to retirement shall not be combined with any other kind of leave.
- *Note: Amended by Notification No: DUHS/Reg./2014/03-172 dated 28.03.2014.**
- Commencement of leave**
22. Notwithstanding any date or dates mentioned in the orders granting any type of leave, the leave shall commence from the day following the day on which the employee hands over charge of the post held by such employee, and end on the day preceding the day which such employee resumes duty.
- Employee on leave not to join duty without permission before its expiry**
23. Unless the employee on leave is permitted to do so by the authority which sanctioned the leave such employee may not return to duty before the expiry of the period of leave granted to such employee.
- Manner of handing over charge when proceeding on leave etc.**
24. (1) An employee proceeding on leave shall hand over the charge of his post, and if he is in grade 16 and above, he shall, while handing over charge of the post sign the charge relinquishing report
- (2) The applicant shall make sure that leave has actually been granted to him and he shall not absent himself from duty until and unless proper arrangements for his work have been made and he has been relieved by his immediate superior. He shall duly hand over in the manner determined by his immediate Officer, all papers, cash and keys in his custody.

Assumption of charge on return from leave

- 25.** (1) An employee, on return from leave, shall report for duty to the authority that sanctioned his leave and assume charge of the post to which he is directed by that authority.
- (2) In case an employee is directed to take charge of a post at a station other than that from where he proceeded on leave, travel expenses as on transfer shall be payable to him.
- (3) No employee who has been granted leave on medical certificate may return to duty without first producing a medical certificate of fitness in Form-II-A.

Maintenance of leave account

- 26.** Leave account in respect of an employee shall be maintained as part of his Service Book:

Provided that Account Officer shall maintain the leave accounts of employee of whom they were maintaining the Account immediately before the coming into force of these statutes.

Leave to lapse

- 27.** All leave at the credit of an employee shall lapse when he quits University service.

FORM – I

[See statute 4 (1)]

APPLICATION FOR LEAVE

1. Name of Applicant.
2. Post held.
3. Departments or Office.
4.
 - (a) Nature of leave applied for.
 - (b) Period of leave in days.
 - (c) Intended date of commencement of the leave.
5. Particular statute under which the leave is admissible.
6.
 - (a) Date of return from last leave.
 - (b) Nature of the last leave.
 - (c) Period of last leave in days.

Dated:

Signature of applicant.

7. Remarks and recommendation of the immediate superior Officer. Certified that the leave applied for is admissible under leave statutes..... and necessary conditions are fulfilled.

Signature of the immediately
Superior Officer.

Designation

Dated:

8. Report of the Accounts Officer in the case of Officer in grade 16 or above.

Signature of the Accounts Officer

Designation

Dated: _____

FORM - II

[See statute 5 (b)]

FORM OF MEDICAL CERTIFICATE

Signature of applicant.

**MEDICAL CERTIFICATE FOR UNIVERSITY EMPLOYEES
RECOMMENDED FOR LEAVE OR EXTENSION**

I....., after careful personal examination of the case, hereby certify that..... whose signature is given above, is suffering from..... and I consider that period of absence from duty of with effect from is absolutely necessary for the restoration is his health.

Medical Attendant.

Dated, the

FORM – II – A

[See statute 25 (3)]

**FORM OF MEDICAL CERTIFICATE OF FITNESS TO
RETURN TO DUTY**

I do hereby certify that I have careful examined of the Department, and find that he has recovered from his illness and is now fit to resume duties in Government service. I also certify that before arriving at this decision. I have examined the original medical certificate (s) and statement (s) of the case for certified copies thereof) on which leave was granted or extended, and have taken these into consideration in arriving at my decision.

Medical Attendant.

Dated, the

STUDY LEAVE

Study Leave

1. Study leave may be granted to an employee for study or research in a subject connected with his work in the university, up to maximum period of 3 years provided he has been in the service of the university for not less than five years and has been confirmed in his post.

Extension

2. Notwithstanding any thing contained in the preceding paragraph, the Syndicate may, if it satisfied that it was not possible or practicable for an employee, due to circumstances beyond his control, to complete the course of study or research work within the maximum period for which study leave can be granted, on the recommendation of the Institution where the employee is pursuing the course of study or research, and if the employee has no leave on full pay or half pay to his credit, extend the maximum period for which study leave can be granted to him by granting leave on full pay for a period not exceeding six months and leave on half average pay for a period not exceeding one year.
3. Study leave will be granted on average pay excluding allowances and may be combined with vacations, earned and special leaves, at the discretion of the Syndicate, salary will be paid only on receipt of a satisfactory progress report in study or research. It shall be the duty of incumbent to furnish such report quarterly to the University from the Head of the Institution or Research guide.
4. (1) An applicant for study leave shall execute a legal bond that he shall, on his from study leave, remain in the service of the university for the following period, as the case may be:
 - (i) For at least three years, if the period of study leave is one year, or
 - (ii) For at least five years, if the period of study leave is two years or more.
 - (iii) For double the period of extension allowed under statute 2 above.
- (2) He shall further undertake to serve on the same post on which he was working at the time of going on leave, or on his substantive post. The Syndicate may, however, vary either of the above two conditions to the extent it decides.

5. An employee who avails of study leave, shall undertake by agreements with the University to refund the whole of the amount or such part thereof as he may draw during the period of study leave, as the Syndicate may determine, of such sums as may have been paid to him spent on his education or advanced by the University, if he fails to satisfactorily complete his course of studies or fails to resume his service in the university on the expiry of the study leave, or if he gives up the services of the university within the period covered by the bond.
6. Study leave shall count as service for purposes of increments in the time-scale of the employee's pay and for his contribution to the provident Fund, provided regular progress reports of satisfactory work or research are received in his favour but he shall not earn any kind of leave for this period.
7. No study leave, with or without pay, shall be granted unless the applicant is qualified for the course of study or to conduct the higher research work for which the leave is sought and will be in a position to join the institution before the commencement of the session for which the leave is being availed of.

SABBATICAL LEAVE

Sabbatical Leave

1. No employee who has already availed of study leave once shall be eligible for grant of study leave a second time. Only Sabbatical leave shall be granted to such an employee, provided he has completed five years after his return from the first study leave and has also completed the period of service stipulated under the bond executed by him on the grant of the first study leave. This facility would be available to the teachers/officers holding at least B-18 and who have served the university for not less than seven years.
2. Sabbatical leave shall be granted only for post-doctoral research and shall be either on full average pay for a maximum period of six months, or on half average pay for a period not exceeding 9 months.
3. Not more than five percent of teachers in a department shall be sent on Sabbatical leave.



Dow University of Health Sciences Efficiency and Discipline of the Employees Statutes, 2007

No.DUHS/STA/12/2007 – In pursuance of the provisions made under clause (f) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

- 1.** The matters pertaining to Efficiency & Discipline of the employees of the university will be governed and regulated in accordance with THE REMOVAL FROM SERVICE (SPECIAL POWERS) SINDH ORDINANCE, 2000 Appended as Appendix-I.
- 2.** For the purpose of the above Ordinance, the ‘competent authority’ as defined under Section 2 (a) of The Removal from Service (Special Powers) Sindh Ordinance, 2000, in relation to Dow University of Health Sciences Karachi, shall be: -
 - (i) ‘Syndicate’: for employees in B-17 and above.
 - (ii) ‘Vice Chancellor’: for employees in B-1 to B-16.

**THE REMOVAL FROM SERVICE
(SPECIAL POWERS) SINDH ORDINANCE, 2000
(Sindh ordinance No. IX of 2000)**

(Karachi, the 30th August 2000)

No. S. LEGIS: 1 (9)/ 2000, ----- The following Ordinance made by the Governor of Sindh is here, by published for general information: -

**AN
ORDINANCE**

Preamble **To provide for dismissal, removal, compulsory retirement from service and reduction to lower post or pay scale of certain persons from Government service and corporation service.**

WHEREAS in view of prevailing circumstances it is expedient and necessary and in the public interest and further for good governance to provide for measures, inter-alia, dismissal and removal of certain persons from Government service and corporation service as hereinafter stated;

AND WHEREAS it is necessary to provide for speedy disposal of such cases and for matters connected therewith or ancillary thereto;

AND WHEREAS the Provincial Assembly stands suspended in pursuance of the Proclamation of Emergency of the fourteenth day of October, 1999, and the Provisional Constitution Order No.1 of 1999;

AND WHEREAS the Governor of Sindh is satisfied that circumstances exist which render it necessary to take immediate action;

NOW, THEREFORE, in pursuance of the Proclamation of Emergency of the fourteenth day of October, 1999 and the Provisional Constitution, Order No. 1 of 1999 read with the Provisional Constitution (Amendment) Order No. 9 of 1999 instructions of the Chief Executive and in exercise of the powers enabling him in that behalf, the Governor of Sindh is pleased to make and promulgate the following Ordinance: -

**Short title
extent
commencement
and application**

1. (1) This Ordinance may be called the Removal from Service (Special Powers) Sindh Ordinance, 2000.
- (2) It extends to the whole of Sindh.
- (3) It shall come into force at once.
- (4) It shall apply to persons in Government service and corporation service

Definitions

2. In this Ordinance, unless there is anything repugnant in the subject or context:

- (a) “competent authority” means, the Chief Minister and where, in relation to any person or class of persons, the Chief Minister authorizes any officer or authority, not being inferior in rank to the appointing authority prescribed for the post held by the person against whom action is proposed to be taken, to exercise the powers of competent authority under this Ordinance, that officer or authority, and in relation to an employee of a Court or Tribunal functioning under the Provincial Government, the appointing authority or the Chairman or Presiding Officer of the Court or the Tribunal;
- (b) “Government” means the Government of Sindh;
- (c) “misconduct” includes conduct prejudicial to good order or service discipline or conduct unbecoming of an officer and a gentleman or involvement or participation for gain either directly or indirectly in industry, trade or speculative transactions or abuse or misuse of the official position to gain undue advantage or assumption of financial or other obligations to private institutions or persons as may cause embarrassment in the performance of official or functions;
- (d) “person in corporation service” means every person in the employment of a corporation, corporate body, authority, statutory body or other organizations or institutions set up, established, owned, managed or controlled by Government, or by or under any law for the time being in force or a body or organization in which Government has a controlling share or interest and includes the Chairman and the Managing Director, and the holder of any other office therein;
- (e) “person in Government service” includes every person who is a member of a Provincial Service or of a Civil Service of the Province or who holds a civil post in connection with the affairs of the Province or any employee serving in any Court or Tribunal set up or established by Government but does not include a judge of the Supreme Court or of a High Court or Federal Shariat Court or any Court subordinate to the High Court or any employee thereof.

Dismissal, removal and compulsory retirement

3. (1) **Dismissal, removal and compulsory retirement of certain person in Government or corporation service, etc.** – (1) Where, in the opinion of the competent authority, a person in Government or corporation service, is-

- (a) inefficient, or has ceased to be efficient for any reason or is guilty of being habitually absent from duty without prior approval of leave, or
- (b) guilty of misconduct; or
- (c) corrupt, or may reasonably be considered as corrupt, because
 - (i) he, or any of his dependents or any other person, through him or on his behalf, is in possession of pecuniary sources or of property, for which he cannot reasonably account for, and which are disproportionate to his known resources of income; or
 - (ii) he has assumed a style of living beyond his known sources of income; or
 - (iii) he has a persistent reputation of being corrupt; or
 - (iv) he has entered into plea bargaining under any law for the time being in force and has returned the assets or gains acquired through corruption or corrupt practices voluntarily; or
- (d) engaged, or is reasonably believed to be engaged, in subversive activities, and his retention in service is prejudicial to national security or he is guilty of disclosure of official secrets to any unauthorized person; or
- (e) “found to have been appointed on extraneous grounds in violation of law and the relevant rules,

the competent authority, after inquiry by an Inquiry Officer or the Inquiry Committee appointed under section 5, may, notwithstanding anything contained in any law or the terms and conditions of services of such person, by order in writing dismiss or remove such person from service, compulsorily retire from service, or reduce him to lower post or pay scale, or recover from pay, pension or any other amount payable to him, the whole or a part of any pecuniary loss caused to the organization in which he was employed or impose one or more minor penalties as prescribed in the Sindh Civil Servants (Efficiency and Discipline) Rules, 1973.

- (2) Before passing an order under sub-section (1), the competent authority shall –

- (a) by order in writing, inform the accused of the action proposed to be taken in regard to him and the grounds of the action, and
- (b) given him a reasonable opportunity of showing cause against that action within seven days or within such extended period as the competent authority may determine;

Provided that no such opportunity shall be given where the competent authority is satisfied that in the interest of security of Pakistan or any part thereof it is not expedient to give such opportunity:

Provided further that no such opportunity shall be given where the accused is dismissed under clause (a) of sub-section (2) of section 3-A or where the competent authority is satisfied for reasons to be recorded in writing that it is not reasonably practicable to give the accused an opportunity of showing cause.

- (3) The dismissal or removal of premature retirement from service or reduction to lower post or pay scale of a person under sub-section (1) shall not absolve such person from liability to any punishment to which he may be liable from an offence under any law committed by him while in service.

3-A (1) Where a person in Government service or in Corporation Service on conviction by a court of law is sentenced to imprisonment or fine, the competent authority shall examine the facts and the grounds on which the order convicting such person was passed by a court of law.

- (2) Where on examination, the competent authority finds that order of imprisonment or fine is based on-

- (a) the established charges of corruption or moral turpitude it shall pass order of dismissal from service of the delinquent person in Government service or in corporation service to be effective from the date of his conviction by a court of law; and
- (b) the charges other than corruption or moral turpitude it may, in the light of the acts and circumstances of the case, decide as to whether it is a fit case for taking departmental action under this Ordinance

and if it so decides it may, subject to the provisions of sub-section (2) of section 3, impose any penalty authorized by this Ordinance as it may deem fit in the circumstances of the case”.

Suspension

4. A person against whom action is proposed to be taken under sub-section (1) of Section may be placed under suspension with immediate effect if, in the opinion of the competent authority, suspension is necessary or expedient:

Provided that the competent authority, may in an appropriate case, for reasons to be recorded in writing, instead of placing such person under suspension, require him to proceed on such leave as may be admissible to him from such date as may be specified by the competent authority.

Power to appoint an Inquiry Officer or Inquiry Committee

5. (1) Subject to the provisions of sub-section (2), the competent authority shall, before passing an order under section 3, appoint an Inquiry Officer or Inquiry Committee to scrutinize the conduct of person in Government service or a person in corporation service who is alleged to have committed any of the acts or omissions specified in section 3. The Inquiry Officer or, as the case may be, the Inquiry Committee shall

- (a) communicate to the accused the charges and statement of allegations specified in the order of inquiry passed by the competent authority
- (b) require the accused within seven days from the day the charge is communicated to him to put in a written defence;
- (c) enquire into the charge and may examine such oral or documentary evidence in support of the charge or in defence of the accused as may be considered necessary and the accused shall be entitled to cross-examine the witnesses against him; and
- (d) hear the case from day to day and no adjournment shall be given except for special reasons to be recorded in writing and intimated to the competent authority.

- (2) Where the Inquiry Officer or, as the case may be, the Inquiry Committee is satisfied that the accused is hampering, or attempting to hamper, the progress of the Inquiry he or it shall record a finding to that effect and proceed to complete the inquiry in such manner as he, or it, deems proper in the interest of justice.

- (3) The Inquiry Officer or, as the case may be, the Inquiry Committee shall submit his, or its, findings and recommendations to the competent authority within twenty-five days of the initiation of inquiry.
- (4) The competent authority may dispense with the inquiry under sub-section (1) if it is in possession of sufficient documentary evidence against the accused, or for reasons to be recorded in writing; it is satisfied that there is no need of holding an inquiry.
- (5) Where a person who has entered into plea-bargaining under any law for the time being in force, and has returned the assets or gains acquired through corruption or corrupt practices voluntarily, the inquiry shall not be ordered:

Provided that show cause notice shall be issued on the basis of such plea bargaining to such person informing of the action proposed to be taken against him on the grounds of such action requiring him to submit reply within fifteen days of the receipt of the notice. On receipt of the reply, the competent authority may pass such orders as it may deem fit.

Powers of the Inquiry Officer or Inquiry Committee

- 6. The inquiry Officer or Inquiry Committee shall have power.
 - (i) to summon an enforce attendance of any person and examine him on oath;
 - (ii) to require the discovery and production of any document;
 - (iii) to receive evidence on affidavits; and
 - (iv) to record evidence.

Procedure to be followed by the Inquiry Officer or Inquiry Committee

- 7. The Inquiry Officer or Inquiry Committee shall, subject to any rules made under this Ordinance, have power to regulate its own procedure, for the fixing of place and time of its sitting and deciding whether to sit in public or in private, and in the case of corporate committee, to act notwithstanding the temporary absence of any of its members.

Order to be passed upon a finding.

- 8. Every finding recorded by the Inquiry Officer or, as the case may be, Inquiry Committee under section 5, shall, with the recommendation provided for in that section, be submitted to the competent authority and the competent authority may pass such orders thereon as it may deem proper in accordance of the provisions of this Ordinance.

- Representation and review**
- 9.** (1) A person on whom a penalty is imposed under section 3, may, within fifteen days from the date of communication of the order prefer a representation to the Chief Minister or such officer or authority as the Chief Minister may designate:
- Provided that where the order has been made by the Chief Minister such person may, within the aforesaid period, submit a review petition to the Chief Minister.
- (2) The Chief Minister or any Officer or authority, as may be designated for the purpose by the Chief Minister, may, on receipt of the representation or, as the case may be, review petition call for the record and after perusal of such record and if considered necessary hearing the person concerned and representative of the competent authority make such order as deemed fit.
- Appeal**
- 10.** Notwithstanding anything contained in any other law for the time being in force, any person aggrieved by any final order under section 9, may, within thirty days of the order, prefer an appeal to the Sindh Service Tribunal established under the Sindh Service Tribunals Act, 1973:
- Provided that where a representation has been preferred under section 9 but no decision has been received by, or communicated to, the applicant or, as the case may be, petitioner, within a period of sixty days of its submission to the prescribed authority, he may prefer appeal to the Sindh Service Tribunal within thirty days of the expiry of the aforesaid period.
- Ordinance to override other laws**
- 11.** The provisions of this Ordinance shall have effect notwithstanding anything to the contrary contained in the Sindh Civil Servants Act, 1973 and the rules made thereunder and any other law for time being in force.
- Proceeding under this Ordinance**
- 12.** All proceedings initiated on the commencement of this Ordinance in respect of matters and persons in service provided for in this Ordinance shall be governed by provisions of this Ordinance and rules made thereunder.
- Pending proceedings to continue**
- 13.** For the removal of doubts, it is hereby provided that all proceedings pending immediately before the commencement of this Ordinance against any person whether in Government service or Corporation Service under the Sindh Civil Servants Act, 1973 and rules made thereunder, or any other law or rules, shall continue under the said laws and rules, and as provided thereunder.

- Pensionary or other benefits** **14.** Notwithstanding anything contained in this Ordinance the payment of pension or other benefits to a person retired or reduced to a lower post or pay scale under this Ordinance shall, if admissible, be regulated in accordance with the law for the time being in force relating thereto.
- Indemnity** **14-A** No suit, prosecution or other legal proceedings shall lie against the competent authority or an officer or authority authorized by it for anything which is in good faith done or intended to be under this Ordinance or the rules, instructions or directions made or issued there under.
- Jurisdiction Barred** **14-B** Save as provided under this Ordinance, no order made or proceedings taken under this Ordinance, or the rules made there-under by the competent authority or any officer or authority authorized by it shall be called in question in any Court and no injunction shall be granted by any Court in respect of any decision made or proceedings taken in pursuance of any power conferred by, or under, this Ordinance, or the rules made there under.
- Power to make rules** **15.** Government may, by notification in the official Gazette, make rules for carrying out the purposes of this Ordinance.
- Removal of difficulties** **16.** If any difficulty arises in giving effect to any of the provisions of this Ordinance, the governor may make such order, not inconsistent with the provisions of this Ordinance, as may appear to him to be necessary for the purpose of removing the difficulty.



Dow University of Health Sciences General Conditions

1. A candidate shall not be less than eighteen (18) years or more than sixty (60) years of age at the time of appointment to a post in the service of the University.
2. (i) Matriculation Certificate or equivalent shall be accepted by the competent authority as proof of date of birth for the purpose of calculating the prescribed age limit.

(ii) In case of Non-Matriculantes, the competent authority may accept the school leaving certificate, the discharge certificate issued by his previous employer if any, or such other documentary evidence of date of birth e.g. National Identity, Birth Certificate Card, medical opinion etc.
3. In case of appointment on the same date the older in age shall rank senior to the younger in age.
4. Two or more employees shall not be appointed substantively to the same permanent post at the same time.
5. Every employee shall be liable to serve in any section / institution in connection with the affairs of the University.
6. No employee shall absent himself from duty nor leave his station without first having obtained the permission of the competent authority.
7. The whole time employee shall be at the disposal of the university and he may be assigned duty in any manner required by the university without claim for additional remuneration.
8. Teachers of the university may be called upon to do any examination work for university for which remuneration will be paid.
9. In case of examination work of other universities and other organizations prior permission of the vice-chancellor shall be necessary.
10. Every employee shall conform to and abide by the statutes, regulations and rules of the university and shall comply with and abide by all lawful orders and directions which may, from time to time, be given by any person under whose jurisdiction, superintendence or control he may be.
11. The service under the university shall commence from the working day on which an employee reports for duty in any appointment covered by these regulations at the place and time intimated to him by the competent authority.

12. An employee, who is selected for training at the expense of the university or under any aided programme, shall be required to execute a surety bond for serving the university on return from training for such period which shall be generally double the period of training or as the competent authority may prescribe.
13. An employee proceeding on leave without pay for studies and without any financial or other obligation on the part of the university, shall also be required to execute a surety bond of such amount and for such period as may be determined by the competent authority.
14. If a bonded employee leaves the service of the university for any reason, before the expiry of the prescribed period of bond, he would be required to pay only that amount of bond which is proportionate to the unexpired period.
15. An increment shall ordinarily be drawn as a matter of course, unless it is withheld.
16. An increment may be with-held by the competent authority if his conduct has not been good or his work has not been satisfactory.
17. In ordering the withholding of an increment, the period for which it is with-held shall be clearly stated;

Provided that postponement shall not have the effect of postponing future increment.
18. All duty period in a post and periods of leave other than extraordinary leave shall count for increments in that time scale.

Provided that the university shall have power, in any case, in which it is satisfied that the leave was taken on account of any cause beyond the employee's control, to direct that extraordinary leave shall be counted for increments.
19. Extra ordinary leave shall not count towards pension / qualifying service or experience.
20. If an employee is required to hold charge of another post in addition to his own duties, no special pay will be admissible if the charge of the additional post is held for less than a period of one month.
21. The competent authority may grant an employee to receive an honorarium for work performed which is occasional in character and arduous in nature.
22. A record of service and Annual Evaluation Reports about the work of each employee shall be maintained and recorded in the form and manner as may be prescribed by the Syndicate.
23. An employee shall not have access to his Evaluation reports; provided that such employee shall be informed of adverse remarks, if any, in order to give him an opportunity to explain his position.

24. All entries in the service book / record shall be initialed by the head of the office concerned.
25. No person convicted for an offence involving moral turpitude shall be appointed as an employee.
26. An employee against whom an investigation for a cognizable offence is pending or who is challaned in a Court of Law on a criminal charge or is in police custody may be placed under suspension by the appointing authority if considered necessary.
27. Where an employee is placed under suspension, the matter on expiry of three months from the date of suspension shall be placed before the competent Authority regarding the advisability of continuing the person under suspension, and the authority may, if it so deems fit extend such further period of suspension as it may think necessary and review the case on the expiry of the period so fixed.
28. In the case of conviction of an employee he shall be placed under suspension till the question of his further retention in service is finally decided in accordance with relevant statutes.
29. If an employee under suspension is acquitted honorably, he shall be reinstated and the period of suspension shall be treated as on duty.
30. An employee appointed to a higher post on temporary or officiating basis shall be liable to reversion to his lower post or basic pay scale without notice.
31. A permanent employee shall not resign from his post without giving the appointing authority one month's previous notice in writing failing which he shall be liable to pay to the university a sum equal to his substantive pay for three months.
32. The right to recover pay in lieu of notice may be reviewed by the appointing authority.
33. The resignation will be effective on its acceptance by the competent authority; and in the case of a temporary employee on expiry of fourteen days notice or forfeiture of fourteen days pay in lieu thereof from either side;
34. Resignation once accepted shall not be withdrawn.¹
35. Unless the competent authority, in view of any special circumstances of the case, otherwise determines, an employee shall cease to be in the employment of the university after three years continuous absence from duty without sanctioned leave.

1. Revised vide Syndicate and Resolutions / Decisions No. Syn-50/Item-3 and SNT-6/22.01.2019/Item-7 respectively.

36. The competent authority may require an employee to appear before the Medical Board of the University for medical examination if, in its opinion the employee is suffering from a disease which renders him unfit for the proper and efficient discharge of his duties or from a disease which is communicable and is likely to endanger the health of other employees;
37. If the Board, after examining the employee, requires the employee to remain absent for a period from duty for the purpose of rest and treatment and that there is reasonable prospect of his recovery, the competent authority may grant him leave, including extra-ordinary leave, for such period as the Board recommends under the relevant statutes as if the employee had himself applied for the leave.
38. If the Board after examining the employee, certifies that the employee is permanently incapacitated for service, the finding of the Board shall be communicated to the employee immediately.
39. The employee may, within seven days of the receipt by him of the official intimation of the findings of the Board, apply to the competent authority for a review of his case by a Medical Board and the application shall be accompanied by a fee determined by the Syndicate.
40. The competent authority shall then arrange for the convening of a reviewing Medical Board. The Board shall not include the Medical Officer who issued the certificate in the first instance and if the reviewing Medical Board certifies that the employee is permanently incapacitated for further service of the employee, or fails to apply for review, the competent authority may require him to retire from service.
41. In case the reviewing Medical Board holds that the employee is fit for service he shall be reinstated and the period of his absence will be treated as duty.
42. The services of an employee may be terminated without notice: –
 - (i) during the initial or extended period of his probation; provided that where the employee is appointed by promotion or, as the case may be, is transferred from one cadre or post to another post or cadre, his service shall not be so terminated so long as he holds lien against his former post in such cadre, but he shall be reverted to his former cadre or post, as the case may be;
 - (ii) on the expiry of the initial or extended period of his probation.
43. Where on the abolition of a post or reduction in the number of posts in the cadre, the services of an employee are required to be terminated, the person whose service are terminated shall be the most junior in such cadre or post.
44. Where a right to prefer an appeal or review in respect of any order relating to the terms and conditions of his service is provided to an employee under any statutes applicable to him, such appeal or application shall, except as may be otherwise prescribed, be made within thirty days of the date of such order.
45. An employee aggrieved by an order may, within thirty days of the communication to him of such order, make a representation against it to the authority next above the authority which passed the order.

- 46. Where there is no specific provision in the statutes, regulations or rules in respect of any matter, such matter shall be governed by corresponding rules or regulations made by the Government.**
- 47. The Syndicate may set up an Anomaly Committee to recommend resolution of difficulties / anomalies arising out of the implementation of the above provisions.**



Dow University of Health Sciences Financial Statutes, 2005

No.DUHS/STA/2/2005 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely:–

DUHS SCALES OF PAY

The University employees shall be allowed pay scales as revised with effect from 1st July, 2005, notified by Finance Department, Government of Sindh vide their No. FD/(SR-I)1-32/05 Dated: 14th July, 2005, and other allowances introduced from time to time.

**Revised Basic
pay Scales**

1. The Revised Basic Pay Scales shall replace the Existing Basic Pay Scales, 2001 and shall be effective from 1st July, 2005. The existing basic pay scales and the revised basic pay scales are shown in Annexure – I.

**Fixation of pay
of the Existing
Employees**

2. (1) Pay of the employees in service on 30-6-2005 shall be fixed at the stage in the revised pay scales which is as many stages above the minimum as the stage occupied by him above the minimum of the 2001 Basis Pay Scale.
- (2) The corresponding stage for fixation of basic pay in the aforesaid manner in respect of an employee whose pay was fixed beyond the maximum of the relevant scale as a result of discontinuation of move over policy under the 2001 Basic Pay Scales scheme shall be determined on notional extension basis i.e. by treating the amount of personal pay drawn by him on 30th June, 2005, as part of his basic pay scale and the amount beyond the maximum of the prescribed stage in the Revised Basic Pay Scales shall be allowed as personal pay.

**Annual
Increment**

3. Annual increment shall continue to be admissible subject to the existing conditions, on the 1st December each year.

Special Additional Allowances

4. Special Additional Allowance shall continue to be admissible at frozen level on existing conditions.

Special Relief Allowance and Adhoc Relief

5. Special Relief Allowance and Adhoc Relief sanctioned w.e.f. 1.7.2003 and 1.7.2004 respectively shall stand frozen at the level of their admissibility as on 30.6.2005 and the amount shall continue to be admissible to the entitled recipients until further orders but it will cease to be admissible to new entrants joining Government service on or after 1.7.2005 as well as to those employees to whom it was ceased to be admissible under the existing conditions.

House Rent Allowance

6. House Rent Allowance shall be admissible with reference to the Revised Basic Pay Scales, 2005 subject to the existing conditions.

Medical Allowance

7. Medical Allowance to employee in B – 1 to 15 shall be Rs. 425/= p.m.

Conveyance Allowance

8. (1) University Employee drawing pay in B-21 and 22 who are not sanctioned official vehicle and maintaining motor car not registered for commercial purpose Rs. 1240/= p.m.
- (2) University Employee drawing pay in B-16 (Gazetted) and above and maintaining motor car not registered for commercial purpose Rs. 1240/= p.m.
- (3) University Employee drawing pay in B-11 to 15 Rs. 680/= p.m.
- (4) University Employee drawing pay in B-5 to 10 Rs. 460/= p.m.
- (5) University Employee drawing pay in B- 1 to 4 Rs. 340/= p.m.

Other Special Pays/Special Allowances

9. The rates of Special Pays and Special Allowances shall be revised as detailed below:-

(i) **Entertainment Allowance**

	Existing	Revised
BPS-19	Nil	Rs.500/
BPS-20	Rs.450/-P.M	Rs.600/
BPS-21	Rs.525/-P.M	Rs.700/
BPS-22	Rs.725/-P.M	Rs.975/

(ii) **Daily Allowance**

	BPS	Existing		Revised	
		<i>Ordinary</i>	<i>Special</i>	<i>Ordinary</i>	<i>Special</i>
(i)	01 – 04	80/-	110/-	125 /-	200/
(ii)	05 – 11	100/-	120/-	155/-	220/-
(iii)	12 – 16	180/-	200/-	280/-	365/-
(iv)	17 – 18	320/-	350/-	500/-	640/-
(v)	19 – 20	400/-	450/-	625/-	825/-
(vi)	21 – 22	450/-	550/-	700/-	1000/-

(iii) **Transportation/Mileage Allowance**

Transportation	Existing	Revised
i) Motor Car	Rs.1.20/- per k.m.	Rs.2/- per k.m.
ii) Motor Cycle/Scooter	Rs.0.40/- per k.m.	Rs.1/- per k.m.
Mileage Allowance		
i) Personal Car/Taxi	Rs.3/- per k.m.	Rs.5/- per k.m.
ii) Motor Cycle/Scooter	Rs.1/- per k.m.	Rs.2/- per k.m.
iii) Bicycle / foot	Rs.0.75/- per k.m.	Rs.1/- per k.m.
iv) Public Transport	Rs.0.30/- per k.m. (BPS-6 and below). Rs.0.50 per k.m. (BPS 7 and above)	Rs.1/- per k.m.
Travel by Air	Govt. servants in BPS-17 and those in receipt of pay of Rs.5400 and above.	Govt. servants in BPS-17 and above.
Carriage of Personal effects on Transfer/ Retirement	Paisa 0.148 per k.m. per k.g. (or 2.96 paisa per k.m. per unit of 20 k.gs).	Rs.0.008 per k.m. per k.g.

(iv) **Qualification Pay**

	Existing	Revised
SAS Accountant	Rs.200/-P.M	Rs.400/-P.M
Part-III(ICMA/ICWA)	Rs.300/-P.M	Rs.400/-P.M
ICMA/ICWA	Rs.800/-P.M	Rs.1200/-P.M
Chartered Accountant	Rs.800/-P.M	Rs.1300/-P.M
Staff College/NDC	Rs.750/-P.M	Rs.1000/-P.M
Advanced Course in NIPA	Rs.200/-P.M	Rs.500/-P.M

(v) **Senior Post Allowance**

	Existing	Revised
BPS-20	Rs.850/-P.M	Rs.1100/-P.M
BPS-21	Rs.925/-P.M	Rs.1200/-P.M
BPS-22	Rs.1200/-P.M	Rs.1600/-P.M.

(vi) **Deputation / Addl. Charge Allowance / Special Pay on Current Charge**

	Existing	Revised
Deputation Allowance / Special Allowance on Additional Charge / Special Pay on Current Charge.	@ 20% of the minimum of Basic Pay/Basic Pay subject to maximum of Rs.2000/- p.m.	@ 20% of the Basic Pay subject to maximum of Rs.6000/- p.m.

(vii) **Uniform Allowance**

	Existing	Revised
Nurses upto BPS-16	Rs.150/-P.M	Rs.300/-P.M

(viii) **Night Duty Allowance**

	Existing	Revised
For Assistants / Clerks	Rs.8/-per night	Rs.10/-per night
Drivers / DRs	Rs.4/-per night	Rs.5/-per night
Naib Qasids	Rs.3.50/-per night	Rs.5/-per night

(ix) **Special Pay to PSs/Pas**

	Existing	Revised
PS to Minister	Rs.375/- P.M	Rs.500/-P.M
PS to Secretary	Rs.300/- P.M	Rs.400/-P.M
PS to Additional Secretary	Rs.225/- P.M	Rs.300/-P.M
PA to Minister / Secretary / Additional Secretary / Senior. Joint Secretary	Rs.150/- P.M	Rs.200/-P.M
PA to Joint Secretary	Rs.120/- P.M	Rs.160/-P.M

(x) **Instructional Allowance**

(i)	20% of the Basic Pay subject to maximum of Rs.5000/-per month to those Instructors imparting in service training to BPS 17 and above officers.
(ii)	20% of the Basic Pay subject to maximum of Rs.3000/-per month to those Instructors imparting in service training to employees up to BPS.16.

(ix) **Contingent Allowances**

The following four contingent allowances admissible to Naib Qasids, Qasids and Daftaries shall stand discontinued and in lieu thereof such entitled categories shall be allowed a new allowance called as **Integrated Allowance** @ Rs.150/- p.m. w.e.f. 1.7.2005:

Discontinuation of Allowances 10. The following 9 Allowances in respect of Civil Government employees shall stand abolished under this scheme:

Name of Allowance		Present Rate
(i)	Cash Handling Allowance	Rs.25/- to Rs.60/-P.M
(ii)	Outfit Allowance	Rs.500/- (On posting abroad)
(iii)	Furniture Cloth Allowance	Rs.125/-P.M (Office of Secretary, National Security Council)
(iv)	Telecom Allowance	Rs.150/-P.M
(v)	Good Conduct Pay	Rs.45/-P.M
(vi)	Copier / Photostat Allowance	Rs.5/-P.M
(vii)	Telephone Allowance	Rs.20/-P.M. (Admissible to Staff of ASF)
(viii)	Statistic Allowance	Rs.30/-P.M. (Admissible to Lithographic Operators)
(ix)	Gilgit Compensatory Allowance	Rs.450/-P.M

Pension and Commutation

11. (1) Commutation shall be admissible upto a maximum of 35% of Gross Pension, at the option of the pensioner. Admissibility of monthly pension shall be increased from the existing 60% to 65% of Gross Pension.
- (2) An increase @ 10% shall be allowed on the amount of pension being drawn by the existing pensioners as well as to those Government servants who would draw pension under the Revised Basic Pay Scales, 2005.

- (3) The increases allowed on pension @ 15% and 8% w.e.f. 01-7-2003 and 01-07-2004 respectively shall not be admissible to the Government servants who would draw pension under the revised Basic Pay Scales, 2005.
- Increase in net pension** **12.** (1) Pensioners who retired prior to the introduction of 1991 Basic Pay Scales will be 15%.
- (2) Pensioners who retired prior to the introduction of 1994 Basic Pay Sales but on or after the Introduction of 1991 Pay Scales will be 10%
- (3) Pensioners who retired on or after the introduction of 1994 Basic Pay Scales and upto the date of introduction of revised Basic Pay Scales i.e., 1-12-2001 will be 5%
- Option** **13.** (1) Applicable to the university employees who have opted for the revised pay scale.
- (2) An existing employees as aforesaid, who does not exercise and communicate such an option within the specified time limit, shall be deemed to have opted to continue to draw salary in basic pay scales and Pension/ Commutation Scheme applicable to him as on 30-06-2005.
- (3) All existing rules / orders on the subject shall be deemed to have been modified to the extent indicated above. All existing rules / orders, as applicable to provincial government employees, not so modified shall continue in force under this scheme.
- Anomalies** **14.** An Anomaly Committee shall be set up in the DUHS comprising the following to resolve the anomalies if any arising in the implementation of Dow University of Health Sciences Employees Pay Scale Statutes 2005;-
- | | |
|----------------------|----------|
| (1) Registrar | Chairman |
| (2) Director Finance | Member |
| (3) Resident Auditor | Member |
| (4) Consultant Code | Member |
- ¹Adoption of revised pay scale in future** **15.** Whenever, any subsequent change(s) or revision(s) in pay scale and other fringe benefits in respect of Government Employees (Working / Retired) are announced by the Government of Sindh / Higher Education Commission of Pakistan shall be deemed to have been made in these statutes subject to the approval of the Syndicate of the University.

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-76/19.01.2019/Item-2 and SNT-6/22.01.2019/Item-7 respectively.

ANNEXURE – I

EXISTING AND REVISED PAY SCALES

<u>PAY SCALE OF 2001</u>					<u>PAY SCALE OF 2005</u>				
Scale	Min	Incr	Max	Stgs	Scale	Min	Incr	Max	Stgs
1	1,870	55	3,520	30	1	2,150	65	2,100	30
2	1,915	65	3,865	30	2	2,200	75	4,450	30
3	1,980	75	4,230	30	3	2,275	85	4,825	30
4	2,040	85	4,590	30	4	2,345	100	5,345	30
5	2,100	100	5,100	30	5	2,415	115	5,865	30
6	2,160	110	5,460	30	6	2,485	125	6,235	30
7	2,220	120	5,820	30	7	2,555	140	6,755	30
8	2,310	130	6,210	30	8	2,655	150	7,155	30
9	2,410	145	6,760	30	9	2,770	165	7,720	30
10	2,490	160	7,290	30	10	2,865	185	8,415	30
11	2,590	175	7,840	30	11	2,980	200	8,980	30
12	2,745	195	8,595	30	12	3,155	25	9,905	30
13	2,925	215	9,375	30	13	3,365	245	10,715	30
14	3,100	240	10,300	30	14	3,565	275	11,815	30
15	3,285	265	11,235	30	15	3,780	305	12,930	30
16	3,805	295	12,655	30	16	4,375	340	14,575	30
17	6,210	465	15,510	30	17	7,140	535	17,840	30
18	8,135	585	19,835	20	18	9,355	675	22,855	20
19	12,400	615	24,700	20	19	14,260	705	28,360	20
20	14,710	950	28,010	14	20	16,915	1,095	32,245	14
21	16,305	1,070	31,285	14	21	18,750	1,230	35,970	14
22	17,440	1,250	34,940	14	22	20,055	1,440	40,215	14

Revised pay scales, 2007 as introduced by Sindh Government vide Office Memorandum No. FD/SR-I/1(32)/2005 dated 28-07-2007 is adopted as reproduced below: -



**GOVERNMENT OF SINDH
FINANCE DEPARTMENT**

O.M. No: FD/SR-I/1(32)/2005

Karachi, dated the 28th July, 2007

OFFICE MEMORANDUM

SUBJECT: - REVISION OF BASIC PAY SCALES AND ALLOWANCES OF CIVIL EMPLOYEES OF PROVINCIAL GOVERNMENT (2007).

The Government of Sindh has been pleased to sanction 15% increase in pay w.e.f. 1st July, 2007 for the civil employees of the Provincial Government, paid from the civil estimates. The existing Pay Scales have accordingly been revised as detailed in the following paragraphs:-

PART : I – BASIC PAY SCALES

2. **Revised Basic Pay Scales:**

The Revised Basic Pay Scales, 2007 shall replace the existing Basic Pay Scales, 2005 as shown in the Annex to this O.M.

3. **Fixation of Pay of existing employees:**

- (i) The basic pay of an employee in service as on 30.06.2007 shall be fixed in the Revised Basic Pay Scale on point to point basis i.e. at the stage corresponding to the occupied by him above the minimum of 2005 Basic Pay Scale.
- (ii) In case of Personal Pay being drawn by an employee as part of his basic pay beyond the maximum of his scale on 30.06.2007 he will continue to draw such pay in the Revised Basic Pay Scales, 2007 at the revised rates.

4. **Annual Increment:**

Annual increment shall continue to be admissible subject to the existing conditions, on 1st December each year.

PART : II – ALLOWANCES

5. **Special Additional Allowance, Special Relief Allowance and Adhoc Relief:** The Special Additional Allowance, Special Relief Allowance and Adhoc Relief shall continue to be admissible at frozen level on existing conditions.

6. **Dearness Allowance :** Dearness Allowance @ 15% sanctioned w.e.f. 01.07.2006 shall stand frozen at the level of its admissibility as on 30.06.2007 and the amount shall continue to be admissible to the entitled recipients until further orders but it will not be admissible to new entrants joining Government service on or after 01.07.2007.

7. All existing rules / orders on the subject shall be deemed to have been modified to the extent indicated above. All existing rules / orders not so modified shall continue to be in force under this scheme.

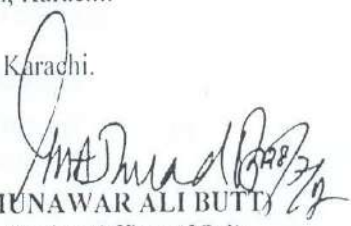
Abida
28/07/07

(ABIDA LODHI)
Deputy Secretary (SR-II)
For Secretary to Government of Sindh

(Continued...P/2)

Copy forwarded for information and necessary action to: -

1. The Additional Chief Secretary to Government of Sindh (All).
2. The Senior Member Board of Revenue, Sindh.
3. The Administrative Secretary to Government of Sindh (All).
4. The Members, Board of Revenue, Sindh (All).
5. The Principal Secretary to Governor Sindh, Karachi.
6. The Secretary to Chief Minister, Sindh, Karachi.
7. The Secretary to Provincial Assembly, Sindh, Karachi.
8. The Heads of attached Departments, Sindh (All).
9. The District & Sessions Judges, Sindh (All).
10. The Registrar, High Court of Sindh, Karachi.
11. The District Coordination Officers in Sindh (All).
12. The Secretary, Sindh Public Service Commission, Hyderabad.
13. The Secretary Provincial Ombudsman Secretariat, Sindh, Karachi.
14. The Registrar, Sindh Service Tribunal, Karachi.
15. The Deputy Secretary (Staff) to Chief Secretary, Sindh, Karachi.


(MUNAWAR ALI BUTT)

Section Officer (SR-I)
For Secretary to Government of Sindh

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

1. The Accountant General, Sindh, Karachi.
2. The District Accounts Officers / Treasury Officers in Sindh (All).
3. The Head of Autonomous Bodies in Sindh (All).
4. The Officers in Finance Department, Government of Sindh (All).
5. The Chief Finance Officer, Finance Department, Government of Sindh Karachi.
6. The Director, Local Fund Audit Sindh, Karachi.
7. The Budget & Accounts Officers, Forest Department, Hyderabad.
8. The Director of Information, Government of Sindh, Karachi.
(He is requested to kindly give wide publicity through all News Media).
9. The Superintendent, Sindh Government Press, Karachi.


(MUNAWAR ALI BUTT)

Section Officer (SR-I)
For Secretary to Government of Sindh

(Continued...)

O.M. No: FD/SR-I/1(32)/2005

Karachi, dated the 28th July, 2007

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

1. The Deputy Secretary (R.I), Government of Pakistan, Finance Division (Regulation Wing), Islamabad.
2. The Secretary to Government of the Punjab, Finance Department, Lahore.
3. The Secretary to Government of N.W.F.P, Finance Department, Peshawar.
4. The Secretary to Government of Baluchistan, Finance Department, Quetta.
5. The Secretary to Azad Government of the State of Jammu & Kashmir, Finance Department, Muzafarabad.


(MUNAWAR ALI BUTT)

Section Officer (SR-1)
For Secretary to Government of Sindh

ANNEXURE

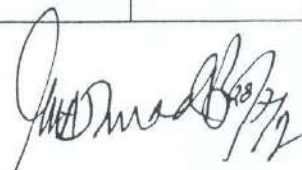
TO FINANCE DEPARTMENT'S O.M. No: FD/SR-I/1(32)/2005, DATED 28TH JULY, 2007

EXISTING BASIC PAY SCALES, 2005

BPS	MIN	INCR	MAX	STAGES
1	2150	65	4100	30
2	2200	75	4450	30
3	2275	85	4825	30
4	2345	100	5345	30
5	2415	115	5865	30
6	2485	125	6235	30
7	2555	140	6755	30
8	2655	150	7155	30
9	2770	165	7720	30
10	2865	185	8415	30
11	2980	200	8980	30
12	3155	225	9905	30
13	3365	245	10715	30
14	3536	275	11815	30
15	3780	305	12930	30
16	4375	340	14575	30
17	7140	535	17840	20
18	9355	675	22855	20
19	14260	705	28360	20
20	16915	1095	32245	14
21	18750	1230	35970	14
22	20055	1440	40215	14

REVISED BASIC PAY SCALES, 2007

MIN	INCR	MAX	STAGES
2475	75	4725	30
2530	85	5080	30
2615	100	5615	30
2700	115	6150	30
2780	135	6830	30
2860	145	7210	30
2940	160	7740	30
3055	175	8305	30
3185	190	8885	30
3295	215	9745	30
3430	230	10330	30
3630	260	11430	30
3870	285	12420	30
4100	315	13550	30
4350	350	14850	30
5050	390	16750	30
8210	615	20510	20
10760	775	26260	20
16400	810	32600	20
19455	1260	37095	14
21565	1415	41375	14
23065	1655	46235	14





Dow University of Health Sciences Pension Statutes, 2007

No.DUHS/STA/3/2007 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Pension Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

GENERAL

- Short Title** 1. These Statutes may be called the Dow University of Health Sciences Employees Pension Statutes, 2007.
- Commencement** 2. These Statutes shall come in force at once.
- Definitions:** 3. (1) In these Statutes unless the context otherwise requires, the following expressions shall have the meaning hereby respectively assigned to them, that is to say:
- (i) "Average Emoluments" means last month pay / emoluments drawn
 - (ii) "Competent Authority" means the appointing authority or a person duly authorized by the appointing authority in that behalf not being a person lower in rank to the officer or teacher or other employee concerned.
 - (iii) "Director of Finance" means the Director of Finance of the University.
 - (iv) "Employee" means Employees of the Dow University of Health Sciences.
 - (v) "Full Pension" means the amount of ordinary pension admissible including 35% of the surrendered portion of the Pension.
 - (vi) "Family" means wife/husband legitimate children and step-children of a University employee residing with and wholly dependent upon him/her.

- (vii) "Foreign Service" means service in which a University employee receives his substantive pay with the sanction of the Competent Authority from any source other than the University Fund.
- (viii) "Head of Department" means the Head of a teaching or an administrative department and includes the Dean of a Faculty, the Chairman of the Department, the Registrar, the Director of Finance, the Controller of Examinations and the Librarian.
- (ix) "Medical Authority" for the medical examination of University employees for the purpose of granting invalid pension.
 - (a) the University medical officer in respect of University employees up to B-15.
 - (b) a standing Medical Board consisting of not less than two Medical Officers to be appointed by the Vice-Chancellor in respect of University employee in B-16 and above.
- (x) "No Demand Certificate" means a certificate by all the concerned offices/departments that the dues against the retiring University employee up to the date of retirement have been realized and nothing is now outstanding against him.
- (xi) "Ordinary Pension" means pension other than extraordinary pension.
- (xii) Pension" means a periodical payment made by the University in consideration of past services rendered by University employee. Except when the term Pension used in contradistinction to gratuity, it includes gratuity.
- (xiii) "Registrar" means the Registrar of the University.
- (xiv) "Resident Auditor" means the Resident Auditor of the university.
- (xv) "Service under the University" means service in the University and in case of those who stand transferred under section 4(2) of the Dow University of Health Sciences, Act 2004.
- (xvi) "Syndicate" means the Syndicate of the University.

(xvii) "University" means the Dow University of Health Sciences, at Karachi.

(xviii) "University Fund" means the fund as defined in Section 31 of the Dow University of Health Sciences, Act, 2004.

(xix) "Vice-Chancellor" means the Vice-Chancellor of the University.

(2) Other terms and expressions not specifically defined herein shall carry the meanings assigned to them in the Dow University of Health Sciences, Act, 2004 and the Statutes regarding Terms and Conditions of Service of University employees.

Extent of Application

4. (1) These statutes shall apply to all University employees except the following :

(a) A University employee who has rendered less than 5 years service.

(b) University employees paid from Contingencies or borne on work charged establishment.

(c) University employees engaged on contract or on special terms and conditions of service which contain no stipulation for pension under these Statutes.

(d) University employees engaged, otherwise than on contract, for a specified period or term which does not extend to the age of superannuation.

(e) Any University employee or class of University employees who may be excluded by the Syndicate from the application of these Statutes.

(f) Any University employee who holds a post which has been declared by the Syndicate to be non pensionable.

(g) Any person who is not a regular whole time employee of the University.

(h) Any person who is not paid from the University Fund, but is paid from a Fund held by the University as Trustee.

**Authority
Competent to
Sanction
Pension /
Gratuity /
commutation**

5. (1) Unless otherwise expressly provided, the authority competent to sanction the grant of pension shall be the Syndicate in respect of University employees of B-17 and above and the Vice Chancellor in respect of University employees of B-1 to B-16.
- (2) An appeal against the orders of the Vice Chancellor shall lie to the Syndicate and that against the orders of the Syndicate the aggrieved person may apply to the Syndicate for review of his case.
- (3) Subject to Statute 4 the Pension of all University employees shall be regulated by these Statutes provided that it shall be open to the Syndicate to rule that the service of any employee of the University does not qualify for pension.

**Payment of
Pension**

6. Beginning of Payment of Pension:

- (1) The ordinary pension is payable from the date on which the pensioner ceases to be borne on the establishment.

Payment of Gratuity:

- (2) A gratuity is paid in single sum, and not by installments, on receipt of the authority

Payment of Pension:

- (3) A pension is payable monthly on and after the first day of the following month:

Death of a Pensioner:

- (4) A pension is payable for the day on which the pensioner dies.

**Personal appearance of pensioners and
payment through life certificate:**

- (5) As a rule, a pensioner must take payment in person after identification by comparison with the Pension Payment Order. A pensioner specially exempted by the Competent Authority from personal appearance, or a female pensioner not accustomed to appear in public, or a male pensioner who is unable to appear in public in consequence of bodily illness or infirmity, may receive his or her pension upon the production of a LIFE CERTIFICATE signed by a responsible officer of University or by some other well-known and trust-worthy person.

Drawl of Pension through Agents:

- (6) A pensioner of any description resident in Pakistan is exempted from personal appearance if he draws his pension through a duly authorized agent approved by Competent Authority who must execute a bond to refund over payments and produce at least once a year a life certificate signed by any of the persons authorized in (5) above. Such pensions should not be paid on account of period of more than a year after the date of life certificate last received and the Director of Finance and the disbursing officer should be on the watch for authentic information of the decease of any such pensioner and on receipt thereof should promptly stop further payment.

Drawl of Pensions by pensioners not residing in Pakistan.

- (7) A pensioner not residing in Pakistan, may draw his pension through a duly authorized agent who must either produce a certificate by a Magistrate, a Notary Public or a Banker or the Head of a Pakistan Mission abroad or a gazetted officer duly authorized by him on each occasion, that the pensioner was alive on the date to which his pension is claimed, or execute a bond to refund overpayments and produce such certificate at least once a year.

Arrears of Pension:

- (8) There is no restriction for the drawl of pension, if it falls into arrears. The arrears may be paid by the disbursing officer without any reference to the pension sanctioning authority.

Arrears payable to heirs of pensioners:

- (9) On the death of pensioner payment of any arrears actually due may be made to his heirs provided that they apply within one year of his death. It can not be paid thereafter without the sanction of the authority by whom pension was sanctioned, to be obtained through the Director of Finance.

Good Conduct, Implied Condition for grant of Pension:

- (10) Good conduct is an implied condition for grant of every kind of pension. The University may with-hold or withdraw a pension or any part of it, if the pensioner is convicted of serious crime or he is found to have been

guilty of grave misconduct either during or after the completion of his service, provided that before any order to this effect is issued, the procedure laid down in the Dow University of Health Sciences Employees (Efficiency and Discipline) statutes shall be followed.

Taking part in elections and politics:

- (11) Except with the previous sanction of the Competent Authority, no pensioner shall, within a period of two years from the date of his retirement, take part in any election activity of any kind. The contravention of this provision shall be deemed to be a grave misconduct.

Attachment of Pensions:

- (12) No pension granted or continued by University, on account of past service or present infirmities or as a compassionate allowance and no money due or to become due on account of any such pension or allowance, shall be liable to seizure or attachment by process of any Court in Pakistan, at the instance of a creditor, for any demand against the pensioner or in satisfaction of a decree or order of any such Court

Recovery from pension on account of loss:

- (13) The Competent Authority has got the full right to order the recovery from the pension of an officer / employee of any amount on account of losses found in judicial or departmental proceedings to have been caused to University by the negligence or fraud of such officer / employee during his service.

Recovery of excess payments:

- (14) In case the amount of pension granted to a University employee is afterwards found to be in excess of that to which he was entitled under these Statutes, he shall be liable to refund such excess.

SERVICE QUALIFYING FOR PENSION AND CONDONATIONS OF INTERRUPTIONS AND DEFFICIENCIES

Conditions of Qualifying Service

7. (1) Unless it be otherwise provided by special order or contract, the service of an officer begins to qualify for pension from the date he takes charge of the office to which he is first appointed.

- (2) The service must be under the University as defined in these Statutes. A University employee does not qualify his service for pension unless he is appointed and his duties and pay are regulated by the University.
- (3) The employment must be substantive and permanent
- (4) A University employee not employed in a substantive permanent capacity who has rendered more than 5 years continuous temporary service counts such service for the purpose of pension or gratuity excluding broken periods of service, if any, rendered previously. Temporary and officiating service followed by confirmation is also counted for pension or gratuity subject to the exclusion of broken periods of temporary or officiating service, if any.
- (5) Only the service paid from the University Fund qualifies for pension. Foreign service also counts for pension provided the pension contribution was paid as required under these Statutes.
- (6) All periods of leave, other than extraordinary leave, count as service qualifying for pension.
- (7) The period of suspension followed by reinstatement counts towards qualifying service for pension
- (8) Resignation of the University service, dismissal or removal on account of misconduct, insolvency or inefficiency or failure to pass an examination entails forfeiture of past service.
- (9) Any interruption in the service of an officer entails forfeiture of his past service. The authorized leave of absence, suspension immediately followed by reinstatement and time occupied in transit from one appointment to another are not treated as interruption for the purpose of qualifying service.
- (10) The authority who sanctions the pension may commute retrospectively periods of absence without leave into extraordinary leave.

**Condonation of
Interruption
and Deficiencies**

8. (1) The authority competent to fill the appointment held by a University employee at the time condition is applied for were he to vacate the appointment, may condone all interruptions in his service, provided such interruption is not due to any fault or willful act of the University employee, like unauthorized absence, resignation or removal from service. This power, however, cannot be

exercised to condone breaks in temporary and officiating service specifically excluded from the category of qualifying service.

- (2) A deficiency of a period not exceeding six months in the qualifying service of a University employee shall be deemed to have been condoned automatically. The authority competent to sanction pension may condone a deficiency of more than six months but less than a year, subject to the following conditions.
 - (a) The University employee has died while in service or has retired under circumstances beyond his control, such as on invalidation or abolition of his post, and would have completed another year or qualifying service; if he had not died or retired.
 - (b) The service rendered by him had been meritorious.
- (3) A deficiency of full one year or more cannot be condoned.
- (4) These provisions will not apply to University Employees who have rendered less than five years continuous service.

Classification of Pension **9.** A University employee not employed in a substantive permanent capacity is granted Compensation Gratuity / Pension if he is discharged after completing qualifying service of 10 to 25 years or more owing to the abolition of his post or is replaced by a "Qualified" candidate.

Invalid Pension **10.** (1) An invalid pension is awarded, on retirement from the University service before reaching the age of superannuation, to a University employee who by bodily or mental infirmity is permanently incapacitated for further service on production of a prescribe medical certificate.

(2) A University Employee who wishes to retire on invalid pension, should apply to his head of Office who should direct him to present himself before a Medical Board or an Invaliding committee or a Medical Officer of obtaining a medical certificate of incapacity for further service.

(3) In case an officer dies before his retirement, his pension is calculated, as if he was retired on Invalid Pension on the date following the date of his death.

Superannuation Pension **11.** (1) A superannuation pension is granted to a University employee as provided in Dow University of Health Sciences, Act, 2004, on completion of 60 years of age, if he fulfills the other conditions.

Retiring Pension

- 12.** (1) A retiring pension is granted to a University employee who not being eligible for superannuation pension--
- (i) Opts to retire after 25 years qualification service or such less time as may for any special class of University Employee be prescribed; or
 - (a) Is compulsorily retired, by the competent authority, after 20 years qualifying service;
 - (ii) Is compulsorily retired from service by the authority competent to remove him from service on grounds of inefficiency, misconduct or corruption;
- (2) Subject to provisions of Essential service (Maintenance) Act, 1952, a University employee other than that against whom a departmental proceeding is pending has the right to retire from service after completion of 25 years qualifying service. A University employee shall, at least three months before the date on which he intends to retire, be required to submit a written intimation to the authority competent to fill the appointment held by him at the time of submitting that intimation indicating the date on which he intends to retire. Such an intimation, once submitted shall not be allowed to be modified or withdrawn. However, before formal acceptance of the request he may, if so desired, withdraw his application for premature retirement.
- (3) Competent Authority has the right to retire any University employee after he has completed 20 years qualifying service.
- (4) The term retirement used in this Statute includes "Compulsory Retirement", under Dow University of Health Sciences Employees (Efficiency & Discipline) Statutes 2007.

Average Emoluments

- 13.** (1) The term "Average Emoluments" means monthly pay drawn during last month preceding the date of retirement.
- (2) The pension shall be calculated at the existing rate on last pay/emoluments drawn provided the post has been held on a regular basis

Amount of Pension

- 14.** The amount of any pension shall not be reduced under this statute without affording to the person entitled to it, by means of a notice in writing an opportunity to show cause against the proposed reduction.

- (2) A University employee who has rendered qualifying service for 10 years or more is entitled to a gratuity equal to $\frac{1}{4}$ of the gross pension payable to him at the time of his retirement calculated at the rates as per commutation table given in Appendix-D and will be determined on the basis of next birthday plus the balance of the monthly pension ($\frac{3}{4}$ th), admissible to him.
- (3) In case a University Employee dies before his retirement, his pension is calculated, as if he retired on invalid pension on the date following the day of his death, and his family will be paid the gratuity calculated on the basis of the formula given at (2) above, In addition the family will also be entitled to a monthly Family Pension for a life time period at 50% of the full amount of pension.
- (4)
 - (i) Provided the family pension in case of widow's death will be admissible to the dependent sons until they attain the age of 24 years or till they are gainfully employed, whichever is earlier and to unmarried daughters till their marriage or acquiring regular source of income which ever is earlier.
 - (ii) Provided that family pension to physical/mentally retarded children will be admissible for life. Payment of pension to these children will be subject to the production of a certificate from the Medical Board, constituted by the University, that the child is physically / mentally retarded permanently and cannot be gainfully employed.
- (5) The commutation will be allowed at the rates as given in Appendix-D up to 35% of the full pension the uncommitted portion remains equal to the 65% of the total pension.
- (6) the family for the purpose of payment of death-cum retirement gratuity includes the following of the University employees
 - (i) Wife or wives in the case of male University employees (unless there is a judicial separation wife continues to be member of the University employee's family irrespective of the fact whether she is living with him or not.)
 - (ii) Husband in the case of a female University employee. (A female University employee can exclude her husband from being a member of her family).

- (iii) Legitimate children of the University employee.
- (iv) Widow or widows and children of deceased son of University employee.

Nominations:

- 16.** On completion of five years qualifying service by him/her every University employee should make a nomination in Form 'A' or 'B' (vide Appendix 'A' and 'B') conferring on one or more persons the right to receive the gratuity in the event of his/her death. If the nomination is in respect of more than one person then their relative shares should also be specified. The nomination can be cancelled or changed at any time. The nomination should be sent to the Director of Finance.

Procedure for Payment of Gratuity and Family Pension to Nominees and other Members of Family

- 17.** When the amount of gratuity becomes payable to the family of the University employee, the payment is made according to the following procedure:

- (i) The amount of gratuity is paid to the nominee or the nominees in accordance with the specified shares.
- (ii) Where a valid nomination was not in existence or the full amount was not covered by the nomination, the amount of gratuity will be paid in equal shares to the members of the family with the exception of sons and grandsons who have attained the age of 24 years and married daughters and granddaughters whose husbands are alive. The share of the widow/widows and children of a deceased son will, however, be limited to that as would have been admissible to the son, had he not died.
- (iii) In case where a University Employee does not leave any family as mentioned above, the gratuity will be paid in equal shares to his brothers below the age of 24 years, unmarried and widowed sisters, father and mother. No gratuity is, however, payable at all if a University employee does not leave any family or eligible dependent relatives as specified above.
- (iv) The family pension, in the event of death of a University Employee, will be payable to the members of his family or to his dependent relatives [as detailed in Statute 17 above, in the following order, i.e., the title will pass on to the next in the event of former having died or becomes otherwise ineligible:

- (a) Widow of the deceased, if he was a male University Employee or to the husband of deceased, if she was a female. If the University Employee had more than one wife, but the total number of surviving widows and children does not exceed four, the pension is divided in equal shares among the widows and children (excluding sons above the age of 24 years and the married daughters); where the number of surviving widows and children is more than four; the pension will be divided in such a way that each surviving widow should get 1/4th of pension and the balance if any, will be divided equally amongst the surviving children (excluding the sons above the age of 24 years and married daughters).
- (b) Eldest surviving son.
- (c) Eldest surviving unmarried daughter, if she marries or dies, then the next eldest.
- (d) Eldest widowed daughter.
- (e) Eldest widow of a deceased son of the University Employee.
- (f) Eldest surviving son of a deceased son of the University Employee.
- (g) Eldest surviving unmarried daughter of a deceased son of the University Employee.
- (h) Eldest widowed daughter of a deceased son of the University Employee.

If the pension was not payable to any member of family as detailed above, it is payable in the following order:

Father, mother, eldest surviving brother below the age of 24 years, eldest surviving unmarried sister and eldest surviving widowed sister.

- (v) The pension to the above persons will be payable if it is proved that such person was dependent on the deceased DUHS employ for support. The Pension will cease to be payable as soon as a female gets married or remarried or a brother attains 24 years of age.

- (vi) The pension will be payable to one member at a time. When it is not payable to him/her on account of his/her death or due to the reasons as stated above, the pension will be paid to the next claimant in the order of eligibility.
- (vii) Where gratuity/pension is payable to minor or minors payment is made to the regularly appointed Manager or Guardian. Where there is no guardian, the sanctioning authority may allow the payment to their mother. In case the mother is not alive or was judicially separated from the University employee in his life time, the sanctioning authority may nominate any suitable person to be the guardian for the purpose. For female University employee, the payment can be made to the father of the minor children.

**Anticipatory
Pension /
Gratuity**

- 18.** (1) When a University Employee is likely to retire before his pension can be finally assessed and settled, action should be taken for grant of anticipatory pension. For this purpose the sanctioning authority should furnish to the Director of Finance / Resident Auditor -- with all the particulars of service in respect of the retiring University Employee. The Director of Finance / Resident Auditor should sanction the disbursement of pension to which, after the most careful summary investigation that he can make without delay, he believes the University Employee to be entitled. Such disbursements should be made only after the following declaration has been signed by the retiring University Employee:
- (i) "Whereas the (here state the designation of the officer sanctioning the advance), has consented provisionally, to advance to me a pension of Rs. per month and lump sum gratuity of Rs. - in anticipation of the completion of the enquiries necessary to enable the University to fix the amount of my pension and gratuity, I hereby acknowledge that, in accepting this advance, I fully understand that my pension and gratuity are subject to revision on the completion of the necessary formal enquiries, and I promise to have no objection to such revision on the ground that the provisional pension and gratuity now to be paid to me exceeds the pension and gratuity to which I may be eventually found entitled. I further promise to repay any amount advanced to me in excess of the pension and gratuity to which I may be eventually found entitled."

- (2) If the Director of Finance / Resident Auditor considers it likely that the University Employee would be entitled to a Gratuity only one-sixth of the amount of such probable gratuity should, upon a similar declaration, be disbursed monthly for six months until the amount is finally settled earlier.
- (3) The payment of the anticipatory pension should be so arranged that it is not delayed beyond the first day of the month following the month in which University Employee is due to retire.

**Provisional
Payment of
Pension**

19. If for any reason it is apprehended that the pension payment order cannot be issued within the prescribed time – (in the case of normal retirement, one month before retirement and in the case of premature, voluntary or compulsory retirement or death, within three months of the date of event) – a provisional order authorizing payment of 80% of the admissible pension may be issued by the competent authority without referring the case to the Director of Finance within one month of the expiry of the prescribed time.

**History of
Service**

20. The Director of Finance should compile History of Services in respect of Officers in BPS-16 and above regularly and keep them up-to-date.

Service Books

21. Service Books in the prescribed form should be maintained in duplicate, in respect of all University Employees in BPS1 to BPS-15. If the work justifies a whole time officer should be exclusively designated for supervising maintenance of Service Books. One copy of the Service Book should be kept in the custody of the Director of Finance. Every step in a University Employees official life must be recorded in his Service Book, and each entry must be attested. It should be ensured that all entries are duly made and attested and that the Service Book contains no erasures or overwritings, all corrections being neatly made and properly attested. The second copy of the Service Book should be kept in the custody of the University Employee concerned who should ensure that all entries in his Service Book are recorded and attested in time. The University employee should in his own interest, examine his Service Book occasionally in order to see that it is not only properly maintained but the entries made therein are complete in all respect. The Director of Finance should permit a University Employee to examine his Service Book should he at any time desire to do so. For the purpose of the grant of pension/gratuity, increment, etc., to the University Employee only the original copy of the Service Book will be consulted, the duplicate copy of the Service Book would serve as a means for completion of the original Service Book or its reconstruction in the event of it being lost or destroyed.

Verification of Service

22. At a fixed time early in the year the service books should be taken up for verification by the Director of Finance who after satisfying himself that the services of the University Employee concerned are correctly recorded in each Service Book, should record in it a certificate in the following form :

"Service verified upto (date) from _____ (the record from which the verification is made)".

23. If the service cannot be wholly verified from the records (Service Books, paybills and acquaintance rolls) of anyone office, reference shall be made to the heads of other offices in which the University Employee has served.
24. If, in any particular case, it is not possible to verify the service of a University Employee from the official records, a statement of the University Employee in writing as to the particulars of his service, statements in writing of other officers who were his contemporaries in the office/department and letters not forming part of official records may be received in evidence and the service verified on their basis. The power to admit service under this provision can be exercised by the authorities empowered to sanction pension.
25. On transfer of the University Employee from one office to another, the Head of office should record in the Service Book the result of the verification of service with reference to paybills and acquittance rolls in respect of the whole period during which the University Employee was employed under him, before forwarding the Service Book to the new office.

Verification of Service by Resident Auditor

26. The services of a University Employee should be got verified by the Resident Auditor as soon as he has completed ten years service, thereafter the next verification should be on completion of 25 years service Le., in respect of the intervening 15 years, and then finally it should be verified in respect of the period after 25 years when a University Employee is actually due to retire. The length of the pensionable service accepted in audit at these stages should be recorded in both the copies of Service Book of University Employee in BPS-1 to BPS-15, with the stamp of verification duly authenticated. In the case of officers, in BPS-16 and above the fact of verification should appear in the History of Service but if the History of Service is not up-to-date, the officer concerned should be informed of the accepted length of pensionable service through a letter.

List of Officers and Staff Due to Retire

27. With a view to ensuring timely action in pension cases the Registrar Office should maintain a list showing the dates of retirement of all their officers and staff who are due to retire in a calendar year and review it quarterly.

- Employment of Officers and Staff on Pension Work** 28. Depending on the volume of work, one office Superintendent or Assistant should be required to make himself conversant with pension procedures and the method of preparation of pension papers.
- Observance of Statutes Relating to Grant of Secured Advances** 29. It would be ensured that all secured advances made to University Employees are properly and adequately secured with mortgage deeds agreements, etc., as prescribed under the Statutes. It should be ensured that suitable steps are taken at the appropriate time so as to complete the recovery of other loans before the date of retirement. Officials responsible for the grant and recovery of advances and other outstanding dues, should be warned that should, an advance or any other amount, due from the University Employee be found to be irrecoverable due to non-observance of prescribed procedure/Statutes and or negligence, it will be liable to be recovered from those officials. If the amount of advance is not fully repaid, the retiring University Employee should be asked to give his consent to any recoveries due from him being effected from the pension/gratuity payable to him. In case, he fails to give such consent, appropriate legal action should be taken to effect the recoveries on the basis of the mortgage deeds executed by him at the time of drawing the advances.
- Grant of Un-Secured Advances** 30. No unsecured advances should ordinarily be granted to any University Employee within six months prior to the date of his retirement. If any such advance or other dues are already outstanding, these should be recovered from his payer leave salary for six months period upto the date of his retirement. If, for special reasons, it becomes necessary to grant an advance of pay, travelling allowance etc., to any University Employee within six months prior to his retirement he should be required to furnish security of a permanent University Employee who is not due to retire within one year before the advance is paid to him.
- University Employees Proceeding on Foreign Service and Recovery of Leave Salary and Pension Contributions** 31. Full particulars of the officers and staff proceeding on foreign service must be communicated promptly to the Director of Finance. It should be ensured that the recoveries on account of pension and leave salary contribution in respect of officials on foreign service are effected and accounted for by the Director of Finance. If the contributions are not received, the borrowing Departments / Governments/ Organizations or the employee concerned (when he himself is liable to pay the contributions) should be asked to pay contributions immediately. Cases in which the borrowing Government Organizations do not pay the pension and leave salary contributions should be reported to Syndicate and steps should be taken by the Director of Finance to effect recovery from the borrowing organizations with the assistance of the Registrar. Unless the official was himself liable to pay the pension contributions, the issue of his Pension Payment Order should not be held up for want of receipt of such contribution.

**Close Watch by
Vigilance
Officers**

32. The Vigilance Officers as may be appointed by the Vice-Chancellor should keep a close watch over pension work.

**Checking of
Service Records
by audit
Department
and Controlling
Officers**

33. Service records of the University Employee who are due to retire in the next one or two years should be checked by the Auditor. For this purpose, a list of University Employees who are due to retire during the next two years should be prepared and furnished half yearly to Director Finance/Audit Department concerned on the 1st January, and 1st July each year.

**Procedure
Relating to
Preparation of
Pension Papers
and Sanction of
Pension**

34. With a view to ensuring that a retiring University Employee begins to draw his pension on the date it becomes due, the following procedure should be followed by the authorities concerned:

- (i) The Registrar Office should start the preparation of pension papers in each case one year before the expected date of retirement without waiting for the formal application from the University Employee concerned, which is to be submitted not earlier than six months before the date of retirement.
- (ii) The Registrar Office should start filling in Sections (2) to (5) of Part II of the working copy of the Pension Application form (Appendix-C) one year before the expected date of retirement.
- (iii) Simultaneously, with the starting of preparation of pension papers of a University Employee, the departmental authorities should consult the records and see whether any recoveries are due from him on account of misuse of University funds or losses caused to University. If there are any such dues, early steps should be taken to complete the recoveries of the dues before the date of retirement. If any disciplinary action in this behalf has to be initiated, this should be done a.t once, so that it may be possible to finalize the case and complete the recoveries before the date of retirement. In case such action has already been initiated steps should be taken to finalize it as quickly as possible so that recoveries may be completed well in time. If any other disciplinary action is pending, it should also be finalized.

- (iv) Six months before the expected date of retirement, the would be pensioner should be asked to fill in and sign Part-I in a fresh copy of the form and submit it alongwith three specimen signatures, three photographs and two sets of thumb and finger impressions on the prescribed form, all duly attested. The photographs and thumb and finger impression are not required in the case of officers in BPS-16 and above.
- (v) Part-I of the working copy should then be filled in by copying from the signed copy received from the applicant. Similarly sections (2) to (5) of Part II of the signed copy should be filled in by copying from the working copy. Section I of Part-II of both the forms should then be filled in.
- (vi) Requests for furnishing 'No Demand Certificate' should be made to all concerned at least six months before the date of retirement of the University Employee. If any demand is outstanding against the University Employee it must be intimated not later than 15 days after the date of retirement (which should be specified in the request for 'No Demand Certificate'). In case the demand is not intimated within the above time limit the pension should not be held up on that account and the Department/Office which has failed to intimate an outstanding demand by the due date should be held responsible.
- (vii) The payment of pension should not be held up merely for want of 'No demand Certificate'. In case in which 'No Demand Certificate' is not available P.P.O. may be issued by the Resident Auditor for payment at the Director of Finance Office subject to the production of an undertaking, at the time of the first payment of the pension/gratuity, by the pensioner, or his family (in the case of his death) to the effect that any demand coming to the notice within a period of one year after the issue of P.P.O. would be recoverable from the pension. Failure to intimate recoveries during this extended period should result in the amount involved being recovered from the official responsible for the delay. If any dues are found to be outstanding against pensioner within one year from the date of issue of P.P.O. the matter shall be referred to the Vice Chancellor for orders before any recoveries are actually effected from the pensioner.
- (viii) In cases where University Employees had retired with less than 10 years service and were entitled to service gratuity only, it should not be possible to recover dues coming to light afterwards when the gratuity had been paid to them.

The payment of such gratuity could, therefore, be made only after the 'No Demand Certificates' have been issued by the authorities concerned. In order to avoid hardship in such cases it has been decided that the payment of gratuity should not be withheld for more than six months after the date of retirement. The onus of furnishing the certificate or intimating the outstanding dues, as the case may be, within this period will rest on the Department concerned. The outstanding dues coming to light within this period may be recovered from the amount of gratuity which should be paid after six months of the date of retirement without insisting on the 'No Demand Certificate' and the responsibility for dues if any, coming to light thereafter should rest with the officials responsible for the delay.

- (ix) The Registrar Office should alert the Incharge of University Residential Accommodation six months before the date of retirement of a University Employee to bring his rent account up-to-date so that the outstanding dues, if any, are realised before the date of retirement. In case a retired University Employee is allowed to continue in occupation of University Residence after the date of retirement, the Incharge of Residential accommodation should ensure future recovery of rent by obtaining personal sureties instead of withholding the 'No Demand Certificate'.
- (x) No Demand Certificates in respect of all University accommodations occupied by a University Employee throughout his service are not necessary. Such a certificate should be necessary in respect of only the last accommodation occupied by him before retirement. Any outstanding dues in respect of any previous accommodation should be recovered from the defaulting Estate Officer. Also a 'No Demand Certificate' should be issued yearly by the Incharge Residential accommodation concerned in the case of all allottee University Employees at a particular station.
- (xi) The signed copy of the Pension Form should be forwarded to the sanctioning authority after filling up and signing Section (6) of Part-II. The working copy may be retained in the initiating office as an office copy.
- (xii) Pension Application Form must be supported by such requisite documents as can be issued before the actual date of retirement. In case of Invalid Pension, invalidity certificate should be enclosed in original. Documents which can not be issued till the date of retirement such as

the Last Pay Certificate and the No Demand Certificate should be sent afterwards separately.

- (xiii) Where a University Employee is deceased and family pension is payable to the widow or other claimants the following documents have to be sent alongwith the pension application Form:
- (a) Application (in original) from widow / claimants.
 - (b) Death Certificate (in original)
 - (c) Postal Address (3 copies)
 - (d) List of surviving members (3 copies)
 - (e) Specimen signatures of widow/claimant (s).
 - (f) Thumb and finger impressions of the widow / claimant.
 - (g) Non Employment Certificate (3 copies).
 - (h) A certificate to the effect that the widow had not judicially separated from her husband (3 copies)
 - (i) A certificate that the widow had not re-married after the death of her husband.
- (xiv) The sanctioning authority should fill in Section (7) of Part-II of the Form (Appendix-C). The full pension admissible under the Statutes is not to be given as a matter of course, unless the service rendered has been really approved. If the service rendered has not been through-satisfactory, the authority sanctioning the pension/gratuity should make such reduction in the amount of pension/gratuity as it thinks proper. However, no reduction in the amount of any pension can be made without affording to the person concerned, by means of a notice in writing, an opportunity to show cause against the proposed reduction.
- (xv) The Resident Auditor, after scrutinizing Part-I and II and arriving at his own findings about the correct length of qualifying service and the amount of Pension and Gratuity admissible, record a gist of his findings from his working papers into Part-III of the form.

- (xvi) The Resident Auditor / Director of Finance should issue the Pension Payment Order in cases where all necessary documents / information are available with him, a fortnight before the expected date of retirement.
- (xvii) When the preparation of a pension case is started a Progress Sheet in the following form should be attached with it showing the dates by which specific action should be completed. This sheet should move with the pension case from the Registrar's office to the Directorate of Finance and should be returned to the Registrar's office after the final Pension Payment Order has been issued. The return of the Progress Sheet should be watched by the Registrar and on its receipt back it should be examined at the level of Deputy Registrar (Admn.) with a view to finding whether any delay has taken place.

**Progress Sheet
For Pension
Cases**

- 35.**
- (1) Name of retiring University Employee.
 - (2) Post held.
 - (3) Date of birth.
 - (4) Expected date of retirement.
 - (5) Due Date Action
Initiated Completed
on on
 - (6) Initiate preparation of pension papers
 - (7) Checking of records to see whether any recoveries of dues are outstanding One year before the expected date of retirement
 - (8) Obtaining of formal application for Pension from would be pensioner.
 - (9) Request for furnishing 'No Demand Certificate' Six months before the expected date of retirement
 - (10) Writing to Estate Officer to bring rent account up-to- date

- | | | |
|------|--|--|
| (11) | Finalization of Pension papers in Registrar's Office and their submission to Director of Finance | At least three months before the expected date of retirement |
| (12) | Issue of Pension Payment Order | Fortnight before the expected date of retirement |

This progress Sheet should move with the pension papers of the individual concerned and be returned to the Registrar after pension payment order has been issued where observation should be recorded.

Steps relating to preparation and disposal of an ordinary Pension case

36. One year before the date of retirement.

STAGE-I

- (i) The office responsible for initiating the case starts filling up of working copy of the Pension Application Form.
- (ii) Checks records to see whether any recoveries of University dues are outstanding.
- (iii) Attaches a Progress Sheet showing the dates by which specification is required.

Six months before the date of retirement.

STAGE-II

- (i) Obtain formal application from the would be pensioner.
- (ii) Requests the parties concerned for issue of 'No Demand Certificate'.
- (iii) Warns the Estate Office to bring the rent account up-to-date.

Six to three months before the date of retirement.

STAGE-III

- (i) Complete the pension papers for submission to sanctioning authority.
- (ii) Sanctioning authority records orders.

- (iii) Forwarding of paper to the Director of Finance.

Three months to fortnight before the date of retirement.

- STAGE-IV**
- (i) Director of Finance / Resident Auditor check the pension papers.
 - (ii) Director Finance / Resident Auditor issues the P.P.O.
 - (iii) Allows anticipatory pension in case delay is likely to take place in finalization.

After the issue of P.P.O.

- STAGE-V**
- (i) Directorate of Finance returns the progress sheet.
 - (ii) Deputy Registrar (Admn.) examines the progress sheet.

The Vigilance officer as may be appointed by the Vice - Chancellor will keep a close watch over the pension work.

**Instructions for
the University
Employees**

37 To ensure that his pension case is finalised expeditiously and he begins to draw his pension on the date on which it becomes due, every University Employee must keep in mind the following points:

- (i) To ensure that his Service Book is maintained in duplicate and every step of his official life is recorded therein.
- (ii) To see that his service is verified annually and the fact is recorded in the Service Book.
- (iii) To see that on completion of 10 and 25 years of qualifying service by him, verification thereof is done by the Resident Auditor, and an entry to this effect is made in the Service Book / History of Service (in case of B-16 & above Officer, or in its absence intimation of accepted length of pensionable service is received by him through a letter).
- (iv) To obtain, in case of his residing in University accommodation, a 'No Demand certificate' in respect of that accommodation annually, from the Officer-in Charge.
- (v) To see that in case of his having served under any organization other than University necessary allocation of pension has been made where required, by Audit Officers concerned.

- (vi) To see that for the period of his deputation in foreign service, leave salary and pension contributions have been covered from the borrowing Government / Organization and adjustment carried out.
- (vii) To ensure that necessary nominations in Form 'A' or 'B' as the case may be, have been made by him under Pension-cum-Gratuity Scheme, 1954, and are on record with the Directorate of Finance.
- (viii) To checkup that the preparation of his pension papers is started one year before the expected date of his retirement.
- (ix) To settle with the administrative authorities and the Directorate of Finance, all issues relating to University dues outstanding against him within one year before his retirement.
- (x) To submit his pension application along with three specimen signatures, three photographs and two sets of his thumb and finger impressions on the prescribed form, six months before the date of his retirement.
- (xi) An officer in BPS-16 or above should see that his 'History File' is maintained by the concerned office and 'History of Service' is correctly maintained by the Directorate of Finance.

THE PENSION FUND

Management of the Pension Fund

38. The management of the pension fund shall vest in the Syndicate which may from time to time, issue general or specific directions as may be consistent with these statutes as to:

- (i) the conduct of the business of the pension fund;
- (ii) any matter relating to the pension Fund, or its management or the investment of the amount at the credit of the Pension Fund, or the privileges of the depositors not herein expressly provided for, or vary or cancel any direction given.

Name of Account in Which Investments of the Pension Fund are to Stand

39. All sums paid into the Pension Fund, under these Statutes shall be credited in the books of the University to an account named "The Dow University of Health Sciences Employees Pension Fund Account". All investments of the Pension Fund and the Bank account of the Fund shall be in the name of the Pension Fund.

- Deposit of fund** **40.** The Director of finance shall from time to time pay in any scheduled Bank selected by the Syndicate to the credit of an account to be opened in the name of the Pension Fund, all moneys received on behalf of the Fund. All moneys to the credit of such account shall be dealt with only in accordance with these Statutes.
- Investment** **41.** All moneys from time to time contributed to the Pension Fund by the University or accruing by way of interest or otherwise to the Pension Fund and not immediately required for the purpose of the Pension Fund shall from time to time be invested in the name of the Pension Fund at the discretion of the Syndicate in Fixed Deposit Securities authorized by the Government or upto 75% in Non-Government Organizations.
- Audit** **42.** The Account of the Pension Fund shall be audited in the same manner as other accounts of the University.
- Sindh
Government
Rules Relevant /
Applicable** **43.** Where there is no specific provision in these statutes or statutes are silent in respect of any matter, such matter shall be governed by corresponding statutes of Sindh Government.

APPENDIX 'A'

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY
FORM -- 'A'

When the University Employee has family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family and confer on him the right to receive any gratuity that may be sanctioned by the University in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name and address of nominee	Relationship with nominee	Age	Contingencies on the happening of which the nomination shall become invalid	Name and relationship of the person if any to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the University employee.

Dated this _____ day of _____ 200__ at _____

Witnesses to signature:

1. _____

2. _____

Signature of University Employee

(To be filled in by the Head of Office in the case of a non-gazetted University Employee)

Nomination by _____ Signature of Head of Office

Designation _____ Designation _____

Date. _____

APPENDIX 'B'
FORM -- 'B'

When the University Employee has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family, and confer on them the right to receive, to the extent specified below, any gratuity that may be sanctioned by the University in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name(s) and Address(es) of nominee(s)	Relationship with University Employee	Age	*Amount of Share of gratuity payable to each	Contingencies on the happening of which the nomination shall become invalid	Name, address, relationship of person, if any, to whom the right conferred on the nominee shall pass in the event of the nominee pre-deceasing the University Employee

Dated this _____ day of _____ 200__ at _____

Witnesses to Signature:

1 _____

2 _____

Signature of University Employee.

(To be filled by the Head of Office in the case of non-gazetted University Employees).

Nomination by _____ Signature of Head of Office _____

Designation _____

Designation _____

Date _____

APPENDIX 'C'
PENSION PAPERS
OF

Mr.....
.....
.....
.....

N.B. Please read carefully the instructions printed at the end of this form.

FIRST PAGE

PART -- 1

(To be filled in and signed by the applicant himself)

APPLICATION FOR PENSION AND / OR GRATUITY

To

The.....
.....
.....

Sir,

- (1) Have the honour to say that I have been permitted to *retire/have retired/am due to retire from University service with effect from.....I, therefore, request that the pension admissible under the rules may kindly be sanctioned to me (Date).
- (2) I declare that I have neither applied for nor received any pension or gratuity for any portion of this service, nor shall I submit any application hereafter without quoting a reference to this application and to the orders which may be passed on it.
- (3) Should the amount of the pension and/or gratuity granted to me be afterwards found to be in excess of that to which I am entitled under the rules, I hereby undertake to refund any such excess.
- (4) I wish to draw my pension from the University at the Directorate of Finance / National Bank of Pakistan_____ Branch.
- (5) The following documents, duly attested, are enclosed :

- (i) The specimen signatures of mine.
- (ii) Three photographs of mine.
- (iii) Two sets of my thumb and finger impressions on the prescribed form.

Yours obedient servant,

Signature.....

(s/o).....

Post held on the date of

Retirement.....

Postal address.....

.....

*Not required in the case of Officers in BPS-16 and above.

SECOND PAGE

PART -- II

(To be completed after receiving the pension application)

1. Name of applicant.....
2. Father's Name.....
3. Nationality.....
4. Postal Address.
.....
5. Post held on the date of retirement.....
6. Date of birth of the applicant
7. Height
8. Marks of identification.....
9. Date of commencement of service
- Retirement/Death.....
- Application for pension
10. Length of service, including interruptions.....
 Out of this the length of non-qualifying service and interruption is

11. Date of commencement and ending of each spell of military service, if any

			Y	M	D
From	to	i.e.			
From	to	i.e.			
<hr/>					
Total					
<hr/>					

12. Government/Autonomous Body if any under which service has been rendered in chronological order :

	Y	M	D
Dow University of Health Science ...From to i.e.			
Government ofFrom to i.e.			
Government ofFrom to i.e.			
<hr/>			
Total:			
<hr/>			

- 13. Class of pension or gratuity applied for
- 14. (Average) emoluments
- 15. Proposed ordinary pension
- 16. Proposed special additional pension, if any.....
- 17. Proposed gratuity
- 18. Place of payment (Directorate of Finance or Branch of National Bank of Pakistan).....
- 19. Date from which pension is to commence

Office
Signature of Head of Department

Entries Nos. 1,2, 3,4 and 18 should be made in capital letters in the case of Officers in BPS-16 and above. If the application is for a compensation, pension or gratuity, the nature of the change of establishment which has given rise to the claim should be duly stated.

THIRD PAGE

Section (2) -- Calculation of Qualifying Service

Total length of service, including interruptions / Non-qualifying service:

FROM

	<u>Period</u>		
	Y	M	D

- (i) Service rendered below the age of 20 years.
- (ii) Extraordinary leave.
- (iii) Suspension not treated as duty or as leave
- (iv) Periods of break in service.
- (v) Service rendered before break, if break is not condoned.
- (vi) Service forfeited by resignation.
- (vii) Unauthorized absence

Total:

Non qualifying service

Add:

From _____ to _____

	<u>Period</u>		
	Y	M	D

- (i) Periods, if any, of Military Service or War Service allowed to count for pension.
- (ii) Benefit of condonation of deficiency in service.
- (iii) Any other addition to qualifying Service.

Total

Total qualifying service

Section (3) -- Calculation of ordinary Pension
Statement of emoluments during the last 12 months

Period		Duration in month and days		Monthly rate of emolument		Amount drawn	
From	To	M	D	Rs.	Rs.	Rs.	Rs.
The total emoluments for		12		month are			

Therefore "average emoluments" work out _____ Rs. $XI/12 = Rs.$ _____
As the length of qualifying service is _____ year the amount of gross ordinary pension will be = Rs. _____
Less 40% or 50% surrendered for commutation = Rs. _____ Amount of net ordinary Pension = Rs. _____

FOURTH PAGE
Total Net Pension

Amount of Gross Pension Rs. _____

Amount of Total Net Pension Rs. _____

Section (4) -- Calculation of Commutation

Amount of Ordinary pension surrendered (see Section 3) Total amount surrendered Rs. _____

Age next Birthday _____

Rate of Commutation applicable _____

Lump sum Commutation admissible Rs. _____

Section (5) -- Orders of the Sanctioning Authority

The undersigned is satisfied that the service of _____ has been wholly satisfactory. The grant of full pension and or Commutation which the Director of Finance may find to be admissible under the rules is hereby sanctioned.
(Please cross out this paragraph with initial if full pension is not granted.)

OR

The undersigned is satisfied that the service has not been wholly satisfactory, and it has been decided that the full pension and Commutation found by the Director of Finance to be admissible under the rules should be reduced by the specific amounts or percentages given below:

Amount or percentage of reduction in pension

Amount or percentage or reduction of Commutation.....

Sanction is hereby accorded to the grant of pension and/or commutation as so reduced.

(Please cross out this paragraph with initial if full pension is granted.)

The payment of pensions and/or Commutation may commence from before issuing the pension payment order, the Director of Finance may kindly ascertain whether the Last Pay and No Demand Certificates have been received by him/her. In case "No Demand Certificate" has not been received, the University employee as soon as he retires or his family in the event of his/her death before retirement, may be requested to give his/her consent in writing to any amount outstanding against him/her on the date of retirement/death being recovered from the pension and or Commutation in lumpsum or in monthly installments as before retirement/death and recoveries made accordingly.

Signature.....

Designation

FIFTH PAGE
PART -- II
For use in the office of the Director of Finance

- (i) The calculation contained in the preceding page have been checked.
 - (ii) Length of qualifying service accepted in Audit -
 - (iii) Reasons for difference, if any, between this and the length of qualifying service worked out by the Department.
 - (iv) Amount of Pension Rs
 - (v) Reasons for discrepancy, if any, between this amount that calculated by the Department.
 - (vi) Length of effective service in the
 - BPS-1 to BPS-10.....Years
 - BPS-11 to BPS-16.....Years
 - BPS-17 and above.....Years
 - (vii) Reasons for discrepancy, if any, between this amount and that calculated by the Department.
 - (viii) Amount for lumpsum Commutation. Rs.
 - (ix) Reasons for discrepancy, if any, between this amount and that calculated by the Department.
 - (x) The Pension will commence from
 - (xi) Allocation of the Pension and Commutation:
 - Commutation
 - Government of.....
 - Government of
 - Government of
 - Defence Estimates
 - University fund.....
- Total Rs.

- (xii) Anticipatory pension of Rs. _____ (Rupees per month, granted with effect from _____ vide P.O.O. No. dated to be adjusted in the final P.P.O.
- (xiii) Amount of original pension commuted. Rs. Director of Finance.

Checked with the L.P.C. and No Demand Certificate.

Director of Finance
INSTRUCTIONS

- (1) The Head of the Department of Office responsible for initiating the case should start filling in Sections (2) to (5) of Part II of the working copy of the Form one year before the expected date of retirement.
- (2) Six months before the date of retirement, the pensioner should be asked to fill in and sign Part-I in a fresh copy of the form and submit it alongwith the required enclosure mentioned in the last paragraph of the application for pension.
- (3) Part-I of the working copy will then be filled in by copying from Part-I of the signed copy received back from the applicant. Similarly, Section (2) to (5), Part-II of the signed copy will be filled in by copying from Part-III of the working copy. Section (1) of Part II of both the forms should then be filled in.
- (4) The signed copy should be forwarded to the sanctioning authority after filling in and signing Section (6) while the working copy will be retained in the initiating office as an office copy. If any extra enclosures, such as list of family members. Death Certificate, Invalid Certificate etc., are required by the special nature of a case, these should be attached with the form sent to the Director of Finance.
- (5) The sanctioning authority should fill in Section (7) of the form and send it to the Director of Finance, alongwith a forwarding letter.
- (6) The Director of Finance after scrutinising Parts I & II and arriving at his own findings about the correct length of qualifying service and amounts of pension and Commutation value admissible copy the gist of his findings from his working papers into Part-III. The form will be then filed as a record of the Director of Finance.

APPENDIX -D

Age next birthday	Number of years	Age next birthday	Number of years
	purchase		purchase
20	40.5043	51	17.6526
21	39.7341	52	17.0050
22	38.9653	53	16.3710
23	38.1974	54	15.7517
24	37.4307	55	15.1478
25	36.6651	56	14.5602
26	35.9006	57	13.9888
27	35.1372	58	13.4340
28	34.3750	59	12.8953
29	33.6143	60	12.3719
30	32.8071	61	11.8632
31	32.0974	62	11.3684
32	31.3412	63	10.8872
33	30.5869	64	10.4191
34	29.8343	65	09.9639
35	29.0841	66	09.5214
36	28.3362	67	09.0914
37	27.5908	68	08.6742
38	26.8482	69	08.2697
39	26.1009	70	07.8778
40	25.3728	71	07.4983
41	24.6406	72	07.1314
42	23.9126	73	06.7766
43	23.1840	74	06.4342
44	22.4713	75	06.1039
45	21.7592	76	05.7858
46	21.0538	77	05.4797
47	20.3555	78	05.1854
48	19.6653	79	04.9030
49	18.9841	80	04.6321
50	18.3129		

Increase in Pension as allowed by Sindh Government vide Office Memorandum No. FD(SR-III)3/44-2004 dated 30-07-2007 is adopted as reproduced below: -

**GOVERNMENT OF SINDH
FINANCE DEPARTMENT**

No.FD(SR-III) 3 / 44 – 2004.

Karachi, dated the July 30, 2007

OFFICE MEMORANDUM

SUBJECT:- GRANT OF INCREASE IN PENSION TO CIVIL PENSIONERS OF THE PROVINCIAL GOVERNMENT.

The Government of Sindh has been pleased to sanction an increase in pension with effect from 1st July, 2007 to civil pensioners of the Provincial Government at the following rates:-

- | | |
|---|-----|
| (i) Pensioners who retired prior to 01-07-1997 | 20% |
| (ii) Pensioners who retired between 01-07-1997 and 30-06-2007 | 15% |

2. For the purpose of admissibility of increase in pension sanctioned in this O.M the term 'Pension' means 'Pension being drawn'.

3. The increase will also be admissible on family pension granted under the Pension-cum-Gratuity Scheme, 1954, Liberalized Pension Rules, 1977, on pension sanctioned under the Sindh Civil Services (Extra Ordinary Pension) Rules as well as on the Compassionate Pension under Rule-266 of Sindh Civil Services Rules Manual Volume-I.

4. If the gross pension sanctioned by the Provincial Governments is shared with any Government in accordance with the rules laid down in Part-IV of Appendix-III to the Accounts Code, Volume-I, the amount of the increase in pension will be apportioned between the Provincial Government and the other Government concerned on proportionate basis.

5. The increase in pension sanctioned in this O.M. will not be admissible on Special Additional Pension allowed in lieu of pre-retirement Orderly Allowance.

Cont'd.....P/2=

6. In case of re-employed pensioners, the increase in pension sanctioned in this Office Memorandum shall not be admissible to them during the period of their re-employment.

7. The benefit of increase in pension sanctioned in this O.M. will also be admissible to those Civil Pensioners of the Provincial Government who are residing abroad (other than those residing in India and Bangladesh) who retired on or after 15-08-1947 and are not entitled to, or are not in receipt of pension increase under the British Government's Pension (increases) Acts. The payment will be made at the applicable rate of exchange.

Abida
30/07/07

(ABIDA LODHI)
DEPUTY SECRETARY(SR-II)
FOR SECRETARY TO GOVERNMENT OF SINDH

No.FD(SR-III) 3 / 44 – 2004

Karachi, dated the July 30, 2007

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

1. The Chief Secretary to Government of Sindh, Karachi.
2. All Additional Chief Secretaries to Government of Sindh, Karachi.
3. The Senior Member, Board of Revenue Sindh, Hyderabad.
4. All Administrative Secretaries to Government of Sindh, Karachi.
5. All Members, Board of Revenue, Sindh, Hyderabad / Karachi.
6. The Principal Secretary to Chief Minister Sindh, Karachi.
7. The Principal Secretary to Governor Sindh, Karachi.
8. The Secretary to Provincial Assembly Sindh, Karachi.
9. All Heads of Attached Departments, Sindh.
10. All Regional Heads of Department, Sindh.
11. All District & Sessions Judges, Sindh.
12. The Registrar, High Court of Sindh.
13. All District Coordination Officers in Sindh.
14. The Registrar, Sindh Services Tribunal, Karachi.
15. The Secretary, Sindh Public Service Commission, Hyderabad.
16. The Secretary, Provincial Ombudsman Secretariat, Sindh.

(IQBAL UDDIN)
SECTION OFFICER (SR-III)
FOR SECRETARY TO GOVERNMENT OF SINDH

Cont'd.....P/3-

No.FD(SR-III) 3 / 44 – 2004.

Karachi, dated the July 30, 2007

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

1. The Accountant General Sindh, Karachi.
2. The President National Bank of Pakistan, Head Office, I.I. Chundrigarh Road, Karachi.
3. All Treasury Officers (Including District Accounts Officer) in Sindh.
4. All Officers in Finance Department, Government of Sindh, Karachi.
5. The Chief Finance Officer, Directorate of Audit and Accounts (Inspection) Sindh, Finance Department.
6. The Director, Local Fund Audit Sindh, Karachi.
7. The Budget and Accounts Officer, Forest Department, Hyderabad.
8. The Director of information, Government of Sindh, Karachi.

He is requested to kindly give wide publicity through all News Media.

(IQBALUDDIN)

SECTION OFFICER (SR-III)
FOR SECRETARY TO GOVERNMENT OF SINDH

]No.FD(SR-III) 3 / 44 – 2004.

Karachi, dated the July 30, 2007

A copy is forwarded for information to:-

1. The Deputy Secretary (Reg-III) in Finance Division (Regulation Wing), Government of Pakistan, Islamabad, with reference to his O.M. No. F.4 (2) R.6/2007, dated 13th July, 2007.
2. The Secretary to Government of the Punjab, Finance Department, Lahore.
3. The Secretary to Government of N.W.F.P., Finance Department, Peshawar.
4. The Secretary to Government of Balochistan, Finance Department, Quetta.
5. The Secretary to Government to Azad Government of the State of Jammue and Kashmir, Finance Department.

(IQBALUDDIN)

SECTION OFFICER (SR-III)
FOR SECRETARY TO GOVERNMENT OF SINDH



Dow University of Health Sciences Group Insurance Fund Statutes, 2007

No.DUHS/STA/4/2007 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes regarding Group Insurance Fund proposed by the Syndicate and approved by the Senate of the University, namely: –

- Short title commencement and application**
1. (1) These statutes may be called the Dow University of Health Sciences Employees (Group Insurance Fund) Statutes, 2007.
 - (2) These shall come into force at once.
 - (3) These statutes shall not apply to casual work-charged staff and persons employed on contract or on deputation with the University, who will be governed by the terms and conditions of their appointment, or deputation, as the case may be.
- Definitions**
2. In these statutes, unless there is anything repugnant in the subject or context:–
 - (a) “**Director**” means the Director Finance of the University;
 - (b) “**Employee**” means a whole time employee of the University whether on leave or suspension;
 - (c) “**Family**” means in the case of a male employee, the wife or wives and children of an employee and in the case of a female employee, the husband and children of an employee;
 - (d) “**Insurance Fund**” means the Dow University of Health Sciences Employee, Insurance Fund;
 - (e) “**Pay**” means the amount drawn monthly by an employee and includes technical pay, special pay, personal pay and any other emoluments which may be specially classed as pay by the competent authority.
 3. (1) There shall be a Committee to be known as the Dow University of Health Sciences Employees Insurance Fund Committee which shall consist of the following:–

- (i) The Vice-Chancellor,
Dow University of Health Sciences Chairman
- (ii) The Registrar,
Dow University of Health Sciences Member
- (iii) Director Finance,
Dow University of Health Sciences Member /
Secretary
- (vi) One persons from amongst the
Syndicate to be nominated by the Member
Chancellor
- (v) One member to be nominated by the
Vice Chancellor from amongst the Member
regular employees of the university

**Group
Insurance
Funds**

- 4.** (1) There shall be established fund to be called the Dow University of Health Sciences Employees Group Insurance Fund which shall be administered by the Director Finance with prior approval of the Vice Chancellor.
- (2) To the credit of the Group Insurance Fund shall be placed:–
- (i) all sums paid by the employees as subscriptions to the Group Insurance Fund;
 - (ii) all income, profit or interest accruing from the assets belonging to the Group Insurance Fund or from investments made out of the moneys of the Fund;
- (3) The moneys credited to the Group Insurance Fund shall be kept in such government Security or in such manner as approved by the Syndicate.

**Utilization of
Funds**

- 5.** The Director Finance shall from time to time arrange for the insurance of the life of the employees in sums as may be prescribed with such insurance company or other insurer and for such period as it deems fit. And thereafter if any amount is left in the fund it shall be utilized for welfare and benefit of the Employees.

**Compulsory
Contribution.**

- 6.** (1) Every employee shall be liable to pay to the Group Insurance Fund such money as may be prescribed as premium for the insurance of his life and the amount of such premium shall as far as possible be deducted at the source from his pay and credited to the Group Insurance Fund.

Provided that 50% of the amount of premium in respect of the employees in B-1 to B-15 shall be paid by the University.

- (2) Any amount of subscription to the Group Insurance or any premium to the Insurance Fund remaining unpaid due to inadvertence or negligence of the employee or otherwise shall be deducted, from salary of such employee.

- | | | |
|--|------------|---|
| Maintenance of the record | 7. | All day to day proceedings regarding utilization of fund to be recorded by the Director Finance. |
| Maintenance of the Accounts | 8. | The accounts of the Group Insurance Fund shall be maintained in such manner as the Syndicate may from time to time, direct. |
| Audit of Account | 9. | The accounts of the Group Insurance Fund shall be audited by such agency as may be approved by the Syndicate. |
| Payment of assured Sum on Death | 10. | Notwithstanding the fact that a University Employee may have held posts in different categories at different times the assured sum to be paid on his death shall be that which is according to his last revised basic pay scale and shall be paid to the member or members of his family nominated by him in this behalf or in case the nomination does not exist or becomes legally invalid, the amount shall be disbursed in accordance with the decision of the court of law. |
| No Refund Allowed | 11. | If a University Employee, for any reason whatsoever, quits University service or is discharged or dismissed from service, or his service is terminated, he shall neither be entitled to any benefit from the Fund nor to the refund of the contributions made by him towards the said Fund during the period of his service. |
| Nominations | 12. | <ol style="list-style-type: none">(1) within three months from the date these university statutes are notified, every university employee shall nominate, in the form appended at Appendix-A a member or members of his family to whom he desired the sum insured to be paid in the event of his death, specifying; in case the assured sum is to be paid to more than one member of his family, the proportion in which the sum is to be paid to them and forward the nomination form in duplicate to the director of finance for transmission of one copy of the form to the insurance company which shall assign a nomination number to the employee and furnish a receipt to be placed in his service book. the receipt shall be forwarded by the director of finance to the concerned department / section for posting the same in the service book of the employee. |

- (2) In case the nominee is a minor, the University Employee shall nominate one or more persons through whom the payment of the sum assured or the share of the minor successor, as the case may be, shall be paid.
- (3) A University Employee may at any time cancel his nomination by sending a notice in writing to the Director Finance for transmission to the Insurance Company and the Registrar.

Management of Scheme.

- 13. The Director Finance under instructions from the Vice Chancellor, shall be responsible for the management of the Group Insurance Scheme for the employees of the University.

DOW UNIVERSITY OF HEALTH SCIENCES
 APPENDIX "A"
 FORM OF NOMINATION
 (See Statutes No.11)

I _____ Son/Daughter/Wife of _____
 _____ of the _____ Department
 of _____ hereby nominate the following
 person(s) to receive insurance scheme as under:-

Name and Address of Nominee	Relationship with the employee	Age of nominee.	Proportion of the amount which is to be paid	If the nominee is minor, name of the person or persons to whom payment is to be made on his behalf.

Dated:-

Name of Signatory
 Designation

Attested by _____ Seal of office.

WITNESSES :-

- | | |
|---|---|
| 1. Signature _____
Name _____
Address _____ | 2. Signature _____
Name _____
Address _____ |
|---|---|

The Signature of the Subscriber should be attested by a University employee of B-17 or above, who should affix his seal of office below his signature.



Dow University of Health Sciences Provident Fund Statutes, 2007

No.DUHS/STA/5/2007 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes regarding Provident Fund proposed by the Syndicate and approved by the Senate of the University, namely: –

- | | | |
|---|-----------|---|
| Short title
Commencement
and application | 1. | (1) These statutes may be called the Dow University of Health Sciences Provident Fund Statutes, 2007.

(2) These shall come into force at once.

(3) These statutes shall not apply to casual work-charged, persons employed on contract or on deputation with the University who will be governed by the terms and conditions of their appointment, or deputation as the case may be. |
| Provident Fund | 2. | There shall be a Provident Fund for the benefit of the Employees of the University. |
| Management | 3. | The management of the Provident Fund shall vest in the Syndicate which may, from time to time, issue such general or special directions as may be consistent with the Statutes as to:

(i) conduct the business of the Fund.

(ii) any matter relating to the Fund, or its management or the privileges of the subscribers, not herein expressly provided for, or vary, or cancel any directions given |
| Compulsory
Subscription. | 4. | (1) Every employee of the University holding a substantive appointment in BPS 1 or above shall be required to compulsory subscribe to the Provident Fund.

(2) The Syndicate may, in the case of a person appointed to a substantive post, permit the transfer to the Provident Fund of any moneys standing to his credit in any recognized Provident Fund to which he was subscriber immediately before his appointment in the University, and may, with |

his consent, make such arrangements with the authorities of that Provident Fund for the purposes of the transfer, whether in the form of cash or securities, or of both, as may be convenient.

- (3) Every servant of the University entitled to the benefits of the Provident Fund, shall be required to sign a written declaration in the prescribed form that he has read this Statute and agrees to abide by it,
- (4) A subscriber at the time of retirement, termination or he/she quits service, shall be entitled to receive the amount which accumulated to his/her credit.

Nomination

5. (1) A subscriber shall, as soon as may be after joining the fund, send to the Account Officer, a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the fund, in the event of his death before that amount has become payable, or having become payable, has not been paid.

Provided that if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

- (2) If a subscriber nominates more than one person under sub-rule (I), he shall specify in the nomination that amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
- (3) Every nomination shall be in such one of the Forms set forth in the **First Schedule as is appropriate in the circumstances.
- (4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Account Officer:

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of sub-rules (I) or (3)

- (5) The subscriber may, from time to time, add or change his nominee by written application to the Director Finance. .
- (6) A register of such nominees shall be kept in the University Office.

- Rate of Subscription** 6. The rate of subscription as shown in Schedule-I shall be applicable to the University employees. Any change in the rates of subscription as applicable to the employees of provincial government of Sindh from time to time will be applicable to the University Employees and will be deducted from monthly salary regularly.
- Investment of the Fund** 7. (1) The amounts accruing to the Fund shall be placed in such bank or banks as may be approved, from time to time, by the Syndicate, or invested in securities as authorized by the Syndicate.
- Rate of interest** (2) Interest rate shall be applicable to the University employees as applicable to provincial government employees from time to time and shall be credited to subscriber's account.
- Audit of the Fund** 8. The accounts of the Fund shall be audited once a year and a statement of the total amount to the credit of each subscriber shall be furnished to the employee.
- Death of the Subscriber** 9. On a subscriber's death the amount at the credit of the subscriber shall be paid to the person or persons duly nominated by him/her or, when no such nomination is made to his/her legal heir or heirs:
- Provided that the Syndicate may, on the execution of indemnity bond with such sureties as it may require if it is satisfied of the right and title of the claimant and considers that undue delay and hardship would be caused by insisting on the production of letters of administration, sanction payment.
- Advances out of the fund** 10. (1) The VC may allow a subscriber an advance of a sum not exceeding 50% of the total amount subscribe by him/her at a rate of interest as is allowed to the subscriber on his/her credits.
- Provided that a subscriber who does not charge any interest on his/her Provident Fund shall be exempted from paying any interest on the advance given to him/her from his/her subscription to the Provident Fund.
- (2) When a subscriber has already taken an advance he/she shall not be eligible for a fresh advance until the amount already advanced has been fully paid up.
- (3) The VC may allow the subscriber nonrefundable advance to the extant 80% who crossed the age of 55 years and 60% to those who crossed the age of 50 years.

Nonrefundable advances should be treated as a part of Final with drawl.

Recovery of the Advanced Fund

11. Recoveries towards the amount advanced shall be with interest in monthly installments not exceeding thirty six or as may be decided by the Syndicate, commencing from the first payment of a full month's salary after the advance is granted, but no deduction shall be made from a subscriber when he/she is on leave other than on full pay.

Final with Drawl

12. No final with drawl shall be allowed until the retirement, termination, removal, dismissal or resignation of the subscribers service or his/her death.

SCHEDULE – I

RATE OF G. P. FUND SUBSCRIPTION

BPS	w.e.f. Dec-01
1	85
2	145
3	160
4	170
5	180
6	195
7	205
8	215
9	230
10	245
11	265
12	455
13	495
14	540
15	585
16	660
17	870
18	1120
19	1485
20	1710
21	1905
22	2100

APPENDIX-1

[See Statutes 5 (3)]

Forms of Nomination.

I. when the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below. Who is a member of my family to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid:-

Name and address of nominee	Relationship with subscriber	Age.

Dated this

Day of

200

Signature of subscriber.

Two witness to signature.

1.

2.

APPENDIX-2

[See Statutes 5 (3)]

Forms of Nomination.

WHEN THE SUBSCRIBER HAS A FAMILY AND WISHES TO NOMINATE MORE THAN ONE MEMBER THEREOF

I hereby nominate the persons mentioned below who are members of my family as defined in Statute 3 of the Dow University of Health Sciences Employees Provident Fund Statutes, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name and address of nominee	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each

Dated this _____ day of _____ 200_

at _____

Two witnesses to signature.

Signature of Subscriber

1. _____

2. _____

* This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.



Dow University of Health Sciences Benevolent Fund Statutes, 2007

No.DUHS/STA/6/2007 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes regarding Benevolent Fund proposed by the Syndicate and approved by the Senate of the University, namely: –

**Short title
commencement
and application**

1. (1) These statutes may be called the Dow University of Health Sciences Employees (Benevolent Fund) Statutes, 2007.
- (2) These shall come into force at once.
- (3) These statutes shall not apply to casual work-charged staff and persons employed on contract or on deputation with the University, who will be governed by the terms and conditions of their appointment, or deputation, as the case may be.

Definitions

2. In these statutes, unless there is anything repugnant in the subject or context:–
 - (1) “**Committee**” means the of Management Committee;
 - (2) “**Benevolent fund**” means the Dow University of Health Sciences Employees Benevolent Fund;
 - (3) “**Director**” means the Director Finance of the University;
 - (4) “**Employee**” means a whole time employee of the University whether on leave or suspension;
 - (5) “**Family**” means (i) in the case of a male employee, the wife or wives and children of an employee and in the case of a female employee, the husband and children of an employee; (ii) the legitimate and step children, below twenty one years, parents, minor brothers and unmarried, divorced or widowed sisters, wholly depended on him or her.
 - (6) “**Pay**” means the amount drawn monthly by an employee and includes technical pay, special pay, personal pay and any other emoluments which may be specially classed as pay by the competent authority.

- Management Committee.**
3. (1) There shall be set up a Committee to be known as the Management Committee of the Dow University of Health Sciences Employees Benevolent Fund Committee which shall consist of the following:-
- | | | |
|-------|--|-----------------------|
| (i) | Vice Chancellor,
Dow University of Health Sciences | Chairman |
| (ii) | One of the University Professor to be nominated by the Chancellor on recommendation of the Vice Chancellor | Member |
| (iii) | One of the Member of the Syndicate to be nominated by the Vice Chancellor | Member |
| (iv) | The Registrar,
Dow University of Health Sciences | Member |
| (v) | Director Finance,
Dow University of Health Sciences | Member /
Secretary |
- Tenure**
- (2) Nominated Members of the Committee shall hold office for 3 years.
- Fund**
4. (1) There shall be established a Fund to be called the Dow University of Health Sciences Employees Benevolent Fund.
- (2) It shall consist, contribution of the University employees
- (3) Any other donations, grant sanctioned by the Government or Welfare Organization.
- (4) To the credit of the Benevolent Fund shall be placed:-
- | | |
|-----|--|
| (a) | all sums paid by the employees as subscriptions to the benevolent fund; |
| (b) | all income, profit or interest accruing from the assets belonging to the benevolent fund or from investments made out of the moneys of the Fund; |
| (c) | loans raised by the Committee with the prior approval of the Syndicate. |
- (5) The moneys credited to the Benevolent Fund shall be kept in such manner and in such bank as may be approved by the Syndicate.

Utilization of Funds

5. The fund shall be utilized for:
- (1) The relief of University employees and their families by:
 - (a) giving financial assistance to the families of deceased employees.
 - (b) giving financial assistance to the families of deceased employees invalidated out of service.
 - (c) making special grants to employees in exceptional cases
 - (d) making housing schemes for the serving employees and the families of the employees in the event of their death while in service.

Compulsory Contribution

6. (1) Every employee shall be liable to pay to the Benevolent Fund a monthly subscription at the rate specified in column (3) of Schedule – I subject to the revision of the rates from time to time with the approval of the Syndicate and the amount of such subscription shall be deducted at source from the pay of such employee and credited to the benevolent fund.
- (2) Default in the payment of the subscription either for the reason that the pay of the employee was not drawn or due to his inadvertence, negligence or any other reasons whatsoever, shall not affect his right or the right of his family to receive the benevolent grant to which he is entitled in accordance with clause statute 9 and 16 of these statutes provided that the amount of unpaid subscriptions is recovered from him.

Powers of the Management Committee

7. The Committee shall have the powers: –
- (1) to sanction grant from the benevolent fund to the employees or their families in accordance with the provisions of these statutes.
 - (2) to sanction expenditure connected with the administration and management of the benevolent fund.
 - (3) to invest moneys held in the benevolent fund in government securities or in the manner as approved by the Syndicate.

- (4) to do all things necessary and ancillary or incidental to any of the aforesaid powers for proper administration and management of the benevolent fund.
- Meetings of the Management Committee** **8.** (1) The meetings of the Committee shall be held at such time and place as may be prescribed, by the chairman.
- (2) Three members present shall constitute quorum. Each member of the Committee shall have only one vote and in the event of equality of votes, the Chairman shall have a second and casting vote.
- (3) The meetings of the Committee shall be presided over by the Chairman and in his absence, by the person elected for the purpose by the members present.
- (4) All orders and decisions of the Committee shall be authenticated by the signatures of the Chairman.
- (5) The Chairman and members shall not be paid any remuneration including daily allowance or traveling allowance for attending the meetings.
- Monthly Grant** **9.** (1) An employee who is declared by the prescribed Medical Authority to have been completely incapacitated, physically or mentally to discharge his duties or dies during the continuance of his service or expires after his retirement, he or his family shall be entitled to receive grant from the benevolent fund according to the rates specified in column (3) of the Schedule – II for life time.
- Provided that, if the deceased employee has no spouse or the spouse dies, other members of his family shall be entitled to receive the benevolent grant.
- (2) The monthly Benevolent grant under statute 9 shall be paid in accordance with the scale specified in column (3) of Schedule – II.
- Maintenance of Accounts of the Funds** **10.** The accounts of the benevolent fund shall be maintained in such manner as the Syndicate may from time to time, direct.
- Audit of Accounts** **11.** The accounts of the benevolent fund shall be audited by such agency as may be approved by the Syndicate.
- Maintenance of minutes/record of proceedings** **12.** All decisions of the meetings of the Committee shall be recorded in a minute book to be maintained by the Secretary.

- Procedure of payment on the death of employee** **13.** On the death of an employee during the continuance of his employment, the head of office of such employee shall forward through the head of the department, an application in Form 'A' to the Committee for payment of the benevolent grant.
- Stoppage of Benevolent Grant** **14.** If the benevolent grant is not drawn for a continuous period of one year or more, further payment will be stopped and shall be resumed on obtaining fresh instructions from the Committee.
- Discontinuation of Benevolent Grant** **15.** The benevolent grant shall be discontinued if: -
- (1) an employee retired on medical grounds and drawing monthly grant under Statute 9 gets usefully employed or sets up business and his monthly income exceeds Rs. 3,000; or
- (2) the recipient of the grant ceases to be member of the family as defined in Statute of 2 (v).
- Occasional Lump sum Grant** **16.** (1) A lump sum amount of Rs. 20,000 (Rupees Twenty Thousand only) may be sanctioned to serving employee and incapacitated employee or family of the deceased who is in receipt of a benevolent grant for the marriage of his two daughters or one daughter and one dependent sister during the entire of his service.
- (2) Rupees Ten Thousand may be granted to the family for funeral expenses on the death of employee or to the family of incapacitated employee who is in receipt of Benevolent Grant.
- ¹The employees (BPS-01 to BPS-15) are entitled to grant of funeral expenses in connection with the death of any member of his / her family wholly dependent on him/her.
- (3) Rupees Twenty Five Thousand may be granted once in a whole service to an employee in B 1 to 16 if he or his family is suffering from prolonged illness, Cancer, Polio, Heart, Kidney, Liver Diseases.
- (4) Educational scholarship for pursuing higher studies of one child of serving, invalidated or deceased employee for certain period to be determined by the Committee.

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-86/30.06.2021/A.Item-7 and Senate-7/24.11.2021/Item-2 respectively.

SCHEDULE - I

The rates of monthly subscription to the Benevolent Fund shall be as under: –

S No.	Monthly Pay	Monthly subscription
(1)	(2)	(3)
1	Rs. 1001 to 1500	20
2	Rs. 1501 to 2000	25
3	Rs. 2001 to 2500	30
4	Rs. 2501 to 3000	35
5	Rs. 3001 to 3500	40
6	Rs. 3501 to 4000	45
7	Rs. 4001 to 4501	50
8	Rs. 4501 to 5000	55
9	Rs. 5001 to 5500	60
10	Rs. 5501 to 6000	65
11	Rs. 6001 to 6500	70
12	Rs. 6501 to 7000	75
13	Rs. 7001 to 7500	80
14	Rs. 7501 to 8000	85
15	Rs. 8001 to 8500	90
16	Rs. 8501 to 9000	95
17	Rs. 9001 to 9500	100
18	Rs. 9501 to 10000 and above	105

SCHEDULE - II

The amount of monthly benevolent grant payable under clause 8 of the Fund shall be as under: –

S No.	Monthly Pay			Monthly benevolent grant
(1)	(2)			(3)
1	Rs.	1001	to 1500	300
2	Rs.	1501	to 2000	400
3	Rs.	2001	to 2500	500
4	Rs.	2501	to 3000	600
5	Rs.	3001	to 3500	700
6	Rs.	3501	to 4000	800
7	Rs.	4001	to 4501	900
8	Rs.	4501	to 5000	1000
9	Rs.	5001	to 5500	1100
10	Rs.	5501	to 6000	1200
11	Rs.	6001	to 6500	1300
12	Rs.	6501	to 7000	1400
13	Rs.	7001	to 7500	1500
14	Rs.	7501	to 8000	1600
15	Rs.	8001	to 8500	1700
16	Rs.	8501	to 9000	1800
17	Rs.	9001	to 9500	1900
18	Rs.	9501	to 10000 and above	2000

“FORMA”
[See Statute 13]

Application for payment of benevolent fund

1. (a) Name & Designation of the deceased / incapacitated employee

- (b) Father's / Husband's name _____
- (c) Department _____
- (d) Place of last posting _____
- (e) Head Office _____

2. Pay per month i.e. _____ (a) Basic Pay
(b) Special pay
(c) Technical pay

3. Date of Birth _____
4. Date of entry into service _____
5. Date of termination from service on account of
(a) Incapacitation _____
(b) Death during service _____

7. Names of nominee (s).

Name	Age	Relationship	Profession	Monthly Income
1.				
2.				
3.				

8. Address of nominee (s) where correspondence could be made.

Seal and Signature of
Head of office

ANNEXURE “B”

[See Statute 18]

I do hereby solemnly affirm that I, Mst. _____

Widow of _____ drawing Rs. _____ (Rupees _____) per month as grant out of the Dow University of Health Sciences Benevolent Fund Part I, have not yet remarried and am still widow. I, therefore, request that the sanctioned amount of Rs. _____ for the month of _____ may kindly be remitted to me.

Signature with Date: _____

Name in block letters: _____

Widow of _____

Witness:

1. _____

2. _____

3. _____



Dow University of Health Sciences Medical Attendance Statutes, 2007

No.DUHS/STA/7/2007 – In pursuance of the provisions made under clause (a) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes regarding Medical Attendance proposed by the Syndicate and approved by the Senate of the University, namely: –

- | | | |
|--|-----------|---|
| Short Title,
Commencement
and Application | 1. | <p>(1) These Statutes may be called the Dow University of Health Sciences Employees Medical Attendance Statutes, 2007.</p> <p>(2) These Statutes shall come into force at once and shall apply to all employees and such other persons in temporary or tenure service of the University who are declared eligible as such by the Syndicate. These Statutes shall not apply in case of contingent paid employees.</p> |
| Definitions | 2. | <p>(1) "Family" means an employee's wife/wives or husband as the case may be, sons until they attain the age of 24 years or till they are gainfully employed whichever is earlier, daughters till their marriage or their acquiring regular source of income whichever is earlier, father and mother wholly dependent upon and residing with the employee.</p> <p>(2) "Authorised Medical Attendant" means a qualified Medical Doctor who is registered and authorised under the law to do medical practice and who is an employee of the University, to certify the justification for indoor admission.</p> <p>(3) "Patient" means an employee of the University and his/her family to whom these rules apply and who has fallen ill.</p> <p>(4) Medical Attendance.</p> <p>a) "Medical Attendance/ Treatment" means treatment in any authorised hospital, dispensary, clinic, laboratory and includes: Facilities of such laboratory examination and blood transfusion as are considered necessary by the authorised medical attendant, Specialist or hospital authorities.</p> |

- b) Supply of such medicines, vaccines or Sera or other therapeutic substances declared essential for the recovery of the patient during the period of hospitalization.
 - c) Minor or major surgery.
 - d) Accommodation in hospitals according to the grad or status of the employee.
 - e) Maternity facilities including prenatal and postnatal treatment and accommodation in hospital/maternity home in accordance with the prescribed Statutes.
 - f) Dental treatment excluding the cost of dentures and filling with gold or other costly metals but including silver amalgam filling, partial scaling, carrying and gum dressing.
- (5) "Hospital means a well established / equipped hospital or clinic as notified by the University.
 - (6) "Laboratory" means a laboratory established by as referred by medical attendant and notified by the University.
 - (7) "Competent Authority" means Vice Chancellor of the Dow University of Health Sciences, Karachi.
 - (8) "Authorized Officer" means Medical Officer of the University who is authorized to refer a patient to the authorized medical attendant for onward necessary action.
 - (9) "Reimbursement" means the amount to be reimbursed to the employee on account of indoor hospitalization including consultation fee, if any, subject to the production of necessary bills/vouchers etc.
 - (10) "Medical Allowance" means a monthly allowance paid to University employee for his/her treatment or treatment of his/her family as an outdoor patient.
 - (11) "University" means Dow University of Health Sciences, Karachi.

**Procedure For
Indoor Medical
Treatment**

- 3. (1) The employee suspecting uncured ailment shall approach the authorized officer of the University for permission to seek indoor treatment in a hospital. This procedure however, shall not be applicable in case of emergencies where information may be given to the authorized officer

after the admission of the patient to the hospital within 24 hours. However the University employees on official visit only outside Karachi will be allowed facility of reimbursement of Medical Charges incurred on treatment during their official visit as OPD patient.

- (2) The approved hospitals, if necessary may refer the case to other specialists, consulting physicians, surgeons, gynaecologist etc; as they deem fit and also determine the eligibility for indoor treatment in their own hospital or any other hospital.
- (3) The approved hospitals will also refer the cases for laboratory examinations / tests as they deem fit.
- (4) The University will issue medical attendance cards to its employees and their family members along with photographs or the marks for identification in case of females. The hospital would provide attendance on presentation of medical attendance cards.

Accommodation for Indoor Treatment

4. (1) The scale of accommodation in hospitals for employees of the University as indoor patient would be as under:

Officers in BPS-17 and above	Private
Employees in BPS-11 to 16	Semi Private
Other BPS-1 to 10	General

Entitlement of Retired Employees

5. (1) These Statutes shall also apply to retired University employees subject to following modifications
- (2) The medical relief shall be admissible to the University employees residing / settled in Karachi after retirement only from the University Medical Centre or in a Hospital in Karachi recognized by the University. For employee residing outside Karachi or anywhere in the Country after retirement, Medical relief shall be admissible for treatment as OPD patient. Treatment at residence and reimbursement of expenditure on purchase of Medicines shall not be covered.
 - (3) The medical relief is restricted to a retired University Employee, his wife / her husband sons until they attain the age of 24 years or till they are gainfully employed whichever is earlier, daughters till their, marriage or their acquiring regular source of income whichever is earlier and other dependents are not covered.

- O.P.D. Facilities** **6.** (1) For providing OPD facilities, the University year-wise Budget Allocation for Employees Medical Attendance may be divided in two parts as approved by the Syndicate i.e.
- (2) The OPD (Emergency cases) in the 1st instance may be provided in Hospitals notified by the University.
- (3) Payment of OPD Charges for such Patients shall be made directly to the Hospital after verification by the Senior Medical Officer (SMO) of the University
- (4) Chronic Disease Patients:
- (i) for Chronic Disease Patients necessary medicines may be purchased by the University and kept in the Medical Centre stores and provided to Patients on prescription by the SMO.
- (ii) of Chronic Diseases shall be notified by SMO.
- Ceiling of Reimbursement** **7.** (1) Full reimbursement of medical expenses including surgical, radiological and laboratory tests etc; shall be admissible in case the admission in Government / Semi Government / Military / Local Government Hospital / Dispensary.
- (2) In case on the recommendation of authorized medical attendant, the admission is made in private hospital clinic notified by the University, the reimbursement shall be restricted to the amount as may be prescribed by the Syndicate.
- Health Insurance** **8.** (1) The University may consider entering into agreement with any insurer for a comprehensive Health coverage.
- (2) Residuary Provision - Where these Statutes do not contain provision relating to any matter affecting medical attendance and treatment, relevant corresponding Sindh Government Rules may be followed.



Dow University of Health Sciences Procurement Statutes, 2007

No.DUHS/STA/14/2007 – In pursuance of the provisions made under clause (h) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Procurement Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

Short title and commencement 1. (1) These rules may be called the Dow University of Health Sciences Procurement (Goods, Services and Works) Statutes, 2007.

(2) They shall come into force at once.

General Provisions

Definitions 2. (1) In these rules, unless there is anything repugnant in the subject or context: -

(a) "**bid**" means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;

(b) "**bidder**" means a person who submits a bid;

(c) "**competitive bidding**" means a procedure leading to the award of a contract whereby all the interested persons, firms, companies or organizations may bid for the contract and includes both national competitive bidding and international competitive bidding;

(d) "**contractor**" means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works;

(e) "**contract**" means an agreement enforceable by law;

(f) "**corrupt and fraudulent practices**" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the University; or misrepresentation of

facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the University of the benefits of free and open competition and any request for, or solicitation of anything of value by any official of the University in the course of the exercise of his duty;

- (g) "**emergency**" means natural calamities, disasters, accidents, war and operational emergency which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person, property or the environment.
 - (h) "**lowest evaluated bid**" means.
 - (i) a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document; and
 - (ii) having lowest evaluated cost;
 - (i) "**University**" means the Dow University of Health Sciences;
 - (j) "**repeat orders**" means procurement of the same commodity from the same source without competition and includes enhancement of contracts;
 - (k) "**supplier**" means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works; and
 - (l) "**Syndicate**" means Syndicate of Dow University of Health Sciences.
 - (m) "**value for money**" means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet the University requirements.
- (2) The expressions used but not defined in these rules shall have the same meanings as are assigned to them by the Syndicate.

- Scope and applicability**
3. Save as otherwise provided, these statutes shall apply to all procurements made by the University whether within or outside Pakistan.
4. Principles of procurements:- University, while engaging in procurements, shall ensure that the procurements are conducted in a fair and transparent manner, the object of procurement brings value for money to the agency and the procurement process is efficient and economical.
- Integrity pact**
5. Procurements exceeding the prescribed limit shall be subject to an integrity pact, as specified by regulations with approval of the Syndicate, between the procuring agency and the suppliers or contractors issued within thirty days of the expiry of the said period enabling the supplier or contractor to submit the final bill. Except for unsettled claims, which shall be resolved through arbitration, as approved by the Syndicate, the bill shall be paid within the time given in the conditions of contract, which shall not exceed sixty days to close the contract for final audit.
- Procurement Planning**
6. Within one year of commencement of these Statues, the University shall devise a mechanism, for planning in detail for all proposed procurements with the object of realistically determining the requirements of the University, within its available resources, delivery time or completion date and benefits that are likely to accrue to the University in future.
- Limitation on splitting or regrouping of proposed procurement**
7. Save as otherwise provided and subject to the regulations made by the University, with the prior approval of the Syndicate, the University shall announce in an appropriate manner all proposed procurements for each financial year and shall proceed accordingly without any splitting or regrouping of the procurements so planned. The annual requirements thus determined would be advertised in advance on the University's website.
- Specifications**
8. Specifications shall allow the widest possible competition and shall not favour any single contractor or supplier nor put others at a disadvantage. Specifications shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However if the University is convinced that the use of or a reference to a brand name or a catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words or equivalent.
- Approval mechanism**
9. The University shall prescribe clear authorization and delegation of powers with the approval of Syndicate for different categories of procurement and shall initiate procurements after approval of the competent authorities concerned has been accorded.

Methods of advertisement

- 10.** (1) Procurements over rupees 100 thousand and upto the limit of 200 thousands shall be advertised on the University's website in the manner and format specified by regulation of the University from time to time. These procurement opportunities may also be advertised in print media, if deemed necessary by the University.
- (2) All procurement opportunities over one million rupees should be advertised on the University's website as well as in other print media or newspapers having wide circulation. The advertisement in the newspapers shall principally appear in at least two national dailies, one in English and the other in Urdu.
- (3) In cases where the University has its own website it may also post all advertisements concerning procurement on that website as well.
- (4) The University utilizing electronic media shall ensure that the information posted on the website is complete for the purposes for which it has been posted, and such information shall remain available on that website until the closing date for the submission of bids.

Response time

- 11.** (1) The University may decide the response time for receipt of bids or proposals (including proposals for pre-qualification) from the date of publication of an advertisement or notice, keeping in view the individual procurement's complexity availability and urgency. However, under no circumstances the response time shall be less than fifteen working days for national competitive bidding and thirty working days for international competitive bidding from the date of publication of advertisement or notice. All advertisements or notices shall expressly mention the response time allowed for that particular procurement along with the information for collection of bid documents which shall be issued till a given date, allowing sufficient time to complete and submit the bid by the closing date:

Provided that no time limit shall be applicable in case of emergency.

- (2) The response time shall be calculated from the date of first publication of the advertisement in a newspaper or posting on the web site, as the case may be.

- (3) In situations where publication of such advertisements or notices has occurred in both electronic and print media, the response time shall be calculated from the day of its first publication in the newspapers.

Exceptions

12. It shall be mandatory for the University to advertise all procurement requirements exceeding prescribe limit as applicable under statutes forty (b)(i) forty thousand rupees. However deviation from the requirement is permissible with the prior approval of the Syndicate under following circumstances: -

- (a) the proposed procurement is related to Health Hazard jeopardizing national security and Health.
- (b) the proposed procurement advertisement or notice or publication of it, in any manner, falls within the definition of intellectual property which is available from a single source.

Pre-qualification of suppliers and contractors

13. (1) The University, prior to the floating of tenders, invitation to proposals or offers in procurement proceedings, may engage in pre-qualification of bidders in case of services, civil works, turnkey projects and in case of procurement of expensive and technically complex equipment to ensure that only technically and financially capable firms having adequate managerial capability are invited to submit bids. Such pre-qualification shall solely be based upon the ability of the interested parties to perform that particular work satisfactorily.

(2) The University while engaging in pre-qualification may take into consideration the following factors, namely: -

- (a) relevant experience and past performance;
- (b) capabilities with respect to personnel, equipment, and plant;
- (c) financial position;
- (d) appropriate managerial capability; and
- (e) any other factor that the University may deem relevant, not inconsistent with these statutes.

Pre-qualification process

14. (1) The University engaging in pre-qualification shall announce, in the pre-qualification documents, all information required for pre-qualification including instructions for preparation and submission of the pre-qualification documents, evaluation criteria, list of

documentary evidence required by suppliers or contractors to demonstrate their respective qualifications and any other information that the University deems necessary for pre-qualification.

- (2) The University shall provide a set of pre-qualification documents to any supplier or contractor, on request and subject to payment of price, if any.

Explanation: - For the purposes of this sub-para price means the cost of printing and providing the documents only.

- (3) The University shall promptly notify each supplier or contractor submitting an application to pre-qualify whether or not it has been pre-qualified and shall make available to any person directly involved in the pre-qualification process. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings.
- (4) The University shall communicate to those suppliers or contractors who have not been pre-qualified, the reasons for not pre-qualifying them.

Qualification of suppliers and contractors

15. The University, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that procurement proceeding.

Disqualification of suppliers and contractors

16. The University shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete.

Blacklisting of suppliers and contractors

17. The University shall specify a mechanism and manner to permanently or temporarily bar from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Syndicate:

- | | | |
|--|------------|---|
| Principal method of procurement | 18. | Save as otherwise provided hereinafter, the University shall use open competitive bidding as the principal method of procurement for the procurement of goods, services and works. |
| Open competitive bidding | 19. | Subject to the provisions of statutes 20 to 35 the University shall engage in open competitive bidding of the cost of the object to be procured is more than one Hundred thousand and upto five Hundred thousand if approved by the Syndicate. |
| Submission of bids | 20. | <p>(1) The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened.</p> <p>(2) The University shall specify the manner and method of submission and receipt of bids in an unambiguous and clear manner in the bidding documents.</p> |
| Bidding documents | 21. | <p>(1) University shall formulate precise and unambiguous bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid.</p> <p>(2) For competitive bidding, whether open or limited, the bidding documents shall include the following, namely: -</p> <ul style="list-style-type: none"> (a) invitation to bid; (b) instructions to bidders; (c) form of bid; (d) form of contract; (e) general or special conditions of contract; (f) specifications and drawings or performance criteria (where applicable); (g) list of goods or bill of quantities (where applicable); (h) delivery time or completion schedule; (i) qualification criteria (where applicable); (j) bid evaluation criteria; (k) format of all securities required (where applicable); |

- (l) details of standards (if any) that are to be used in assessing the quality of goods works or services specified; and
 - (m) any other detail not inconsistent with these statutes that the University may deem necessary.
- (3) Any information, that becomes necessary for bidding or for bid evaluation, after the invitation to bid or issue of the bidding documents to the prospective bidders, shall be provided in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential such notification shall be made in a manner similar to the original advertisement.
- (4) University shall use standard bidding documents as and when notified by regulation by the Syndicate:

Provided that bidding documents already in use of University may be retained in their respective usage to the extent they are not inconsistent with these Statutes and till such time that the standard bidding documents are specified by regulations.

- (5) The University shall provide a set of bidding documents to any supplier or contractor, on request and subject to payment of price, if any.

Explanation: - For the purpose of this sub-rule price means the cost of printing and providing the documents only.

Reservations and preference

22. (1) University shall allow all prospective bidders to participate in procuring procedure without regard to nationality, except in cases in which any University decides to limit such participation to national bidders only or prohibit participation of bidders of some nationalities, in accordance with the policy of Federal Government.
- (2) University shall allow for a preference to domestic or national suppliers or contractors in accordance with the policies of the Federal Government. The magnitude of price preference to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

Bid security

23. The University may require the bidders to furnish a bid security not exceeding five per cent of the bid price.

Bid validity

24. (1) The University keeping in view the nature of the procurement, shall subject the bid to a bid validity period.

- (2) Bids shall be valid for the period of time specified in the bidding document.
- (3) Bidders who: -
 - (a) agree to extension of their bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;
 - (b) agree to the University's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (c) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid bonds or securities.

Extension of time for submission of bids

25. Where University has already prescribed a deadline for the submission of bids and due to any reason the University finds it necessary to extend such deadline, it shall do so only after recording its reasons in writing and in an equal opportunity manner. Advertisement of such extension in time shall be done in a manner similar to the original advertisement.

Opening of bids

26. (1) The date for opening of bids and the last date for the submission of bids shall be the same. Bids shall be opened at the time specified in the bidding documents. The bids shall be opened at least thirty minutes after the deadline for submission of bids.
- (2) All bids shall be opened publicly in the presence of the bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding. The University shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening. All bidders in attendance shall sign an attendance sheet. All bids submitted after the time prescribed shall be rejected and returned without being opened.

Evaluation criteria

27. University shall formulate an appropriate evaluation criterion listing all the relevant information against which a bid is to be evaluated. Such evaluation criteria shall form an integral part of the bidding documents. Failure to provide for an unambiguous evaluation criteria in the bidding documents shall amount to misprocurement.

- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) after the evaluation and approval of the technical proposal the University, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) the bid found to be the lowest evaluated bid shall be accepted.

(c) Two stage bidding procedure.-

First stage

- (i) the bidders shall first submit, according to the required specifications, a technical proposal without price;
- (ii) the technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features;
- (iii) after such discussions, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements of the University;
- (iv) the University may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements or criteria not inconsistent with these Statutes:

Provided that such revisions, deletions, modifications or additions are communicated to all the bidders equally at the time of invitation to submit final bids, and that sufficient time is allowed to the bidders to prepare their revised bids:

Provided further that such allowance of times shall not be less than fifteen days in the case of national competitive bidding and thirty days in the case of international competitive bidding;

- (v) those bidders not willing to conform their respective bids to the University's technical requirements may be allowed to withdraw from the bidding without forfeiture of their bid security;

Second stage

- (vi) the bidders, whose technical proposals or bids have not been rejected and who are willing to conform their bids to the revised technical requirements of the University, shall be invited to submit a revised technical proposal along with the financial proposal;
- (vii) the revised technical proposal and the financial proposal shall be opened at a time, date and venue announced and communicated to the bidders in advance: and
- (viii) the revised technical proposal and the financial proposal shall be evaluated in the manner prescribed above. The bid found to be the lowest evaluated bid shall be accepted:
- (ix) Provided that in setting the date for the submission of the revised technical proposal and financial proposal a University shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal and prepare their financial proposals accordingly.

- (d) Two stage - two envelop bidding procedure.-

First stage

- (i) the bid shall comprise a single package containing two separate envelops. Each envelop shall contain separately the financial proposal and the technical proposal;
- (ii) the envelops shall be marked as " FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;

- (iii) initially, only the envelop marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) the envelop marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the University without being opened;
- (v) the technical proposal shall be discussed with the bidders with reference to the University's technical requirements;
- (vi) those bidders willing to meet the requirements of the University shall be allowed to revise their technical proposals following these discussions;
- (vii) bidders not willing to conform their technical proposal to the revised requirements of the University shall be allowed to withdraw their respective bids without forfeiture of their bid security;

Second stage

- (i) after agreement between the University and the bidders on the technical requirements, bidders who are willing to conform to the revised technical specifications and whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the technical requirement
- (ii) the revised technical proposal along with the original financial proposal and supplementary financial proposal shall be opened at a date, time and venue announced in advance by the University:
 Provided that in setting the date for the submission of the revised technical proposal and supplementary price proposal a University shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal and to prepare the required supplementary financial proposal; and
- (iii) the University shall evaluate the whole proposal in accordance with the evaluation criteria and the bid found to be the lowest evaluated bid shall be accepted.

35. Conditions for use of single stage two envelop, two stage and two stage two envelop bidding procedures:

- (1) Single stage one envelop bidding procedure shall ordinarily be the main open competitive bidding procedure used for most of the procurement. Other appropriate procedures of open competitive bidding shall be selected in the following circumstances, namely: -
- (a) single stage two envelop bidding procedure shall be used where the bids are to be evaluated on technical and financial grounds and price is taken into account after technical evaluation;
 - (b) two stage bidding procedure shall be adopted in large and complex contracts where technically unequal proposals are likely to be encountered or where the University is aware of its options in the market but, for a given set of performance requirements, there are two or more equally acceptable technical solutions available to the University; and
 - (c) two stage two envelop bidding method shall be used for procurement where alternative technical proposals are possible, such as certain type of machinery or equipment or manufacturing plant

Acceptance of Bids and Award of Procurement Contracts

- 36.** Acceptance of Bids:-
The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy on the subject shall be awarded the procurement contract, within the original or extended period of bid validity

Performance guarantee

- 37.** Where needed and clearly expressed in the bidding documents, the University shall require the successful bidder to furnish a performance guarantee which shall not exceed ten per cent of the contract amount.

Limitation on negotiations

- 38.** Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder:

Provided that the extent of negotiation permissible shall be subject to the regulations issued by the Syndicate.

Confidentiality

- 39.** The University shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report in accordance with the requirements of Statute 33.

**Alternative
methods of
procurements**

40. The University may utilize the following alternative methods of procurement of goods, services and works, namely:

(1) Petty Purchases

University may provide for petty purchases where the object of the procurement is below the financial limit of twenty five thousand rupees. Such procurement shall be exempt from the requirements of bidding or quotation of prices:

Provided that the University shall ensure that procurement of petty purchases is in conformity with the principles of procurement prescribed in Statutes

(2) Request for quotations

University shall engage in this method of procurement only if the following conditions exist, namely:-

- (i) the cost of object of procurement is below the prescribed limit of one hundred thousand rupees;
- (ii) the object of the procurement has standard specifications;
- (iii) minimum of three quotations have been obtained; and
- (iv) the object of the procurement is purchased from the supplier offering the lowest price:

(3) Direct contracting

The University shall only engage in direct contracting if the following conditions exist, namely

- (i) the procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier:

Provided that the same are not available from alternative sources;

- (ii) only one manufacturer or supplier exists for the required procurement:

Provided that the University shall specify the appropriate fora, which may authorize procurement of proprietary object after due diligence; and

- (iii) where a change of supplier would oblige the University to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate technical difficulties in operation and maintenance:

Provided that the contract or contracts do not exceed three years in duration;

- (iv) repeat orders not exceeding fifteen per cent of the original procurement.

- (v) in case of an emergency:

Provided that the University shall specify appropriate fora vested with necessary authority to declare an emergency; and

- (vi) when the price of goods, services or works is fixed by the University

- (4) negotiated tendering

- (5) University may engage in negotiated tendering with one or more suppliers or contractors with or without prior publication of a procurement notification. This procedure shall only be used when,

- (i) the supplies involved are manufactured purely for the purpose of supporting a specific piece of research or an experiment, a study or a particular development:
- (ii) for technical or artistic reasons, or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular supplier
- (iii) for reasons of extreme urgency brought about by events unforeseeable by the University, the time limits laid down for open and limited bidding methods cannot be met. The circumstances invoked to justify extreme urgency must not be attributable to the University:

Provided that University desirous of using negotiated tendering as a method of procurement shall record its reasons and justifications in writing for resorting to negotiated tendering and shall place the same on record.

- On account payments** 41. The University shall make prompt payments to suppliers and contractors against their invoices or running bills within the time given in the conditions of the contract, which shall not exceed thirty days
- Entry into force of the procurement contract** 42. A procurement contract shall come into force,
- (1) where no formal signing of a contract is required, from the date the notice of the acceptance of the bid or purchase order has been given to the bidder whose bid has been accepted. Such notice of acceptance or purchase order shall be issued within a reasonable time; or
- (2) where the University requires signing of a written contract, from the date on which the signatures of both the University and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place within a reasonable time:
- Provided that where the coming into force of a contract is contingent upon fulfillment of a, certain condition or conditions, the contract shall take effect from the date whereon such fulfillment takes place.
- Closing of contract** 43. (1) Except for defect, liability or maintenance by the supplier or contractor, as specified in the conditions of contract, performance of the contract shall be deemed close on the issue of over all delivery certificate or taking over certificate which shall be issued within thirty days of final taking over of goods or receiving the deliverables or completion of works enabling the supplier or contractor to submit final bill and the auditors to do substantial audit
- (2) In case of defect liability or maintenance period, defect liability certificate shall be issued within thirty days of the expiry of the said period enabling the supplier or contractor to submit the final bill. Except for unsettled claims, which shall be resolved through arbitration, the bill shall be paid within the time given in the conditions of contract, which shall not exceed sixty days to close the contract for final audit.
- Maintenance of Record and Freedom of Information.** 44. (1) The University shall maintain a record of their respective procurement proceedings along with all associated documentation for a minimum period of five years

- (2) Such maintenance of record shall be subject to the regulations framed in this regard from time to time.

**Public access
and
transparency**

45. As soon as a contract has been awarded the University shall make all documents related to the evaluation of the bid and award of contract public

Provided that where the disclosure of any information related to the award of a contract is of proprietary nature or where the University is convinced that such disclosure shall be against the public interest, it can withhold only such information from public disclosure subject to the prior approval of the Syndicate.

**Redressal of
Grievances And
Settlement of
Disputes**

46. (1) The University shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- (2) Any bidder feeling aggrieved by any act .of the University after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement .of the bid evaluation report under statute 33.
- (3) The Committee shall investigate and decide upon the complaint within fifteen days .of the receipt .of the complaint.
- (4) Mere fact of lodging of a complaint shall not warrant suspension .of the procurement process.
- (5) Any bidder not satisfied with the decision .of the Committee .of the University may lodge an appeal in the relevant court .of jurisdiction.

Arbitration

47. (1) After coming into force .of the procurement contracts, disputes between the parties to the contract shall be settled by arbitrator to be appointed with the approval of the Syndicate
- (2) The University shall provide for a method .of arbitration in the procurement contract, not inconsistent with the laws of Pakistan

**Mis-
procurement**

48. Any unauthorized breach .of these rules shall amount to mis-procurement.

Overriding effect.

- 49.** The provisions .of these rules shall have effect notwithstanding anything to the contrary contained in any other rules concerning public procurements:

Provided that the prevailing rules and procedures will remain applicable .only far the procurement .of goods, services and works far which notice far invitation of bids had been issued prior to the commencement of these rules unless the University deems it appropriated re-issue the notice far the said procurement after commencement of these rules.

- 50.** Where there is no specific provision in the statutes, regulations or rules in respect of any matter, such matter shall be governed by corresponding rules or regulations made by the Government of Sindh.
- 51** The Syndicate may set up an Anomaly Committee to recommend resolution of difficulties / anomalies arising out of the implementation of the above provisions.



Dow University of Health Sciences Establishment of Faculties, Teaching Department and other Academic Units and Divisions (Amendments) Statutes, 2021

No.DUHS/Amendments/STA/8/2021 – In pursuance of the provisions made under clause (b) of sub-section (1) of section 28 and section 41 of the Dow University of Health Sciences Act, 2004 read with sub para 2, of para 1(1) of First Statutes thereof, the Chief Minister of the Dow University of Health Sciences is pleased to assent to the following (Amendments) Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

Faculties

1. The Faculty of Allied Health Sciences
2. The Faculty of Dentistry
3. The Faculty of Biomedical Engineering and Technology
4. The Faculty of Management Sciences
5. The Faculty of Medical Sciences
6. The Faculty of Pharmacy
7. Such other Faculties as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.

The Faculty of Allied Health Sciences

1. The Faculty of Allied Health Sciences may comprise of the following Departments / Programs: -
 - (i) Dental Hygiene
 - (ii) Nursing, Midwifery and Paramedical
 - (iii) Physical Medicine & Rehabilitation
 - (iv) Such other Teaching Department(s), Academic Unit(s) and learning center(s) as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.

**The Faculty of
Dentistry**

2. The Faculty of Dentistry may comprise of the following Departments: -
- (i) Dental Health Education and Research
 - (ii) Forensic Dentistry
 - (iii) Operative / Restorative / Conservative Dentistry also includes Endodontics
 - (iv) Oral and Maxillofacial Surgery
 - (v) Oral Biology
 - (vi) Oral Medicine includes
 - a. Dental Radiology
 - b. Diagnostics
 - (vii) Oral Pathology
 - (viii) Orthodontics
 - (ix) Pediatric Dentistry
 - (x) Periodontology also includes Dental Implantology
 - (xi) Preventive and Dental Public Health includes Community Dentistry
 - (xii) Prosthodontics also includes Geriatrics Dentistry
 - (xiii) Science of Dental Material
 - (xiv) Such other Teaching Department(s), Academic Unit(s) and learning center(s) as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.

**The Faculty of
Biomedical
Engineering and
Technology**

3. The Faculty of Biomedical Engineering and Technology may comprise of the following Departments: -
- (i) Biomedical Engineering Technology
 - (ii) Biotechnology
 - (iii) Dental Technology
 - (iv) Medical Technology
 - a. Clinical Laboratory Sciences
 - b. Ophthalmic Technology
 - c. Perfusion Sciences
 - d. Respiratory & Critical Care
 - e. Surgical Technology
 - (v) Optometry
 - (vi) Radiologic Technology
 - (vii) Such other Teaching Department(s), Academic Unit(s) and learning center(s) as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.

**The Faculty of
Management
Sciences**

4. The Faculty of Management Sciences may comprise of the following Departments: -
- (i) Business Administration
 - (ii) Health and Pharmaceutical Management
 - (iii) Social Sciences and Allied
 - (vi) Such other Teaching Department(s), Academic Unit(s) and learning center(s) as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.

**The Faculty of
Medical Sciences**

5. (A) The Faculty of Medical Sciences may comprise of the following:-

- (1) Basic Medical Sciences
- (2) Medicine and Allied
- (3) Surgery and Allied

(1) **Basic Medical Sciences**

The Faculty of Basic Medical Sciences may comprise of the following Departments: -

- (i) Anatomy including Histology
- (ii) Biochemistry
- (iii) Community Health Sciences includes
 - a. Community Based Education
 - b. Community Medicine
 - c. Epidemiology and Biostatistics
 - d. Public Health
- (iv) Forensic Medicine
- (v) Medical Education includes Languages
- (vi) Pathology includes
 - a. Chemical Pathology
 - b. Hematology
 - c. Histopathology
 - d. Microbiology
 - e. Molecular Pathology
- (vii) Pharmacology and Therapeutics
- (viii) Physiology

(2) **Medicine and Allied**

The Faculty of Medicine may comprise of the following Departments:-

- (i) Advanced Endoscopy
- (ii) Cardiology
- (iii) Dermatology
- (iv) General Medicine also includes
 - a. Emergency Medicine
 - b. Endocrinology
 - c. Family Medicine
 - d. Gastroenterology
 - e. Geriatrics
 - f. Hepatology and Gastroenterology
 - g. Infectious Diseases
 - h. Medical Critical Care
 - i. Nephrology
 - j. Oncology
 - k. Pulmonology
- (v) Neurology
- (vi) Paediatrics also includes
 - a. Pediatric Dermatology
 - b. Pediatric Oncology
- (vii) Psychiatry and Behavioral Sciences

(3) **Surgery and Allied**

The Faculty of Surgery may comprise of the following Departments: -

- (i) Anesthesiology
- (ii) ENT (Otorhinolaryngology)

- (iii) General Surgery also includes
 - a. Cardiac Surgery
 - b. Hepatobiliary Surgery
 - c. Pediatrics Surgery
 - d. Reconstructive Surgery
 - 1. Burns
 - 2. Plastic Surgery
 - e. Solid Organ and Tissue Transplant
 - f. Thoracic Surgery
 - g. Urology
 - h. Vascular Surgery
- (iv) Gynecology and Obstetrics includes Fertility Clinics
- (v) Neurosurgery
- (vi) Ophthalmology
- (vii) Orthopedics
- (viii) Radioimaging Sciences
- (B) Such other Teaching Department(s), Academic Unit(s) and learning center(s) as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.

The Faculty of Pharmacy

6. The Faculty of Pharmacy may comprise of the following Departments: -
- (i) Pharmaceutical Chemistry
 - (ii) Pharmaceutics
 - (iii) Pharmacognosy
 - (iv) Pharmacology
 - (v) Pharmacy Practice
 - (vi) Such other Teaching Department(s), Academic Unit(s) and learning center(s) as may be prescribed by the University vide Section 6(1)(xiii) of the Dow University of Health Sciences Act, 2004.



Dow University of Health Sciences Powers and Duties of Officers and Teachers Statutes, 2007

No.DUHS/STA/9/2007 – In pursuance of the provisions made under clause (c) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

- Short Title** 1. These Statutes may be called the Dow University of Health Sciences, Officers and Teachers (Powers and Duties) Statutes, 2007.
- Date of Commencement** 2. These Statutes shall come into force with immediate effect.
- Definitions** 3. (1) In these Statutes unless otherwise expressly stated:
- (i) "Act" means the Dow University of Health Sciences Act, 2004.
- (ii) "Prescribed" means prescribed by Statutes / Regulations / Rules.
- (iii) "Registrar", "Director of Finance", "Controller of Examinations", "Resident Auditor" and "Librarian" means respectively, the Registrar, the Director of Finance, the Controller of Examinations, the Resident Auditor and the Librarian of the University.
- (iv) "University" means the Dow University of Health Sciences, Karachi.
- (v) "Vice-Chancellor", "Dean" and "Chairman of the Teaching Department" means respectively, the Vice Chancellor, the Dean of Faculty concerned and the Chairman of a Teaching Department of the University.
- Powers and Duties of Officers of the University** 4. The following shall be the additional / delegated powers and Duties of the University officers in addition to the powers already vested in them by the University Act, 2004.

**Additional /
Delegated power
of the Vice
Chancellor**

5. (1) To sign contracts on behalf of the Syndicate.
- (2) To approve examinations' schedules.
- (3) To approve on the recommendations of Controller of Examinations list of places where the examinations are to be held to be called Centers of Examination.
- (4) To appoint Centre Administrator in consultation with the Controller of Examinations in connection with the conduct of examinations.
- (5) To appoint Tabulators in connection with tabulation of examinations' results.
- (6) To get the examinations' results finalized and announced in the prescribed manner.
- (7) To sign the degrees / post graduate diplomas of eligible candidates.
- (8) To confer degrees/post graduate diplomas upon candidates who are eligible to receive them in Convocation.
- (9) To confer degrees/post graduate diplomas upon eligible candidate of the Affiliated Colleges.
- (10) To confirm against permanent posts University employees in all grade of the national scales of pay up to grade 16.
- (11) To give in the prescribed manner higher start or advance increments to incumbents of posts for which he is the appointing Authority (BPS-1 to BPS-16).
- (12) To appoint Inspection Committees / Teams when / where necessary.
- (13) To pass orders of rustication/expulsion and to debar students and to allow re-admission on the recommendation of the Disciplinary Committee.
- (14) To nominate delegates of the University to conferences.
- (15) To declare a holiday(s) on a date(s), other than declared holidays, in special circumstances.

- (16) To take disciplinary action under the relevant Statutes against employees for whom he is the appointing Authority.
- (17) To process disciplinary cases of officers and employees of the University in BPS-17 and above for submission to the Syndicate.
- (18) To grant permission to the University employees holding posts in BPS-16 and above for attending a course and appearing at an examination provided this does not interfere with their normal duties in the University.
- (19) To grant casual leave to officers of the University, holding posts in BPS-18 and above, if not delegated to an officer subordinate to him.
- (20) To fix prices of University publications.
- (21) To sanction under the prescribed Statutes:
 - (a) Pension & Gratuity.
 - (b) Benevolent Fund.
 - (c) Provident Fund including advances.
 - (d) Provided that in case of Pension and Gratuity, the Syndicate shall be the sanctioning Authority for employees in BPS-17 and above.
- (22) To accept endowments and to report to the Syndicate.
- (23) To write off articles which are unserviceable / lost by theft or otherwise and of which the value does not exceed Rs. 25,000/=.
- (24) To sanction advances to the employees as prescribed under rules.
- (25) To accord administrative approval of approved development schemes.
- (26) To sanction development expenditure within provisions of the approved P.C.-1 and sanctioned Budget allocation.
- (27) To write Annual Confidential Reports of University officers, employees of BPS-20 and above and also of such officers who are directly responsible to him and counter-sign ACR's put up to him for counter signature.

- (28) To declare unserviceable store for auction.
- (29) Power to order refund in accordance with the rules or in pursuance of decision of Court in respect of which no appeal is proposed to be filed.
- (30) Power to suspend collection of DUHS dues.
- (31) Remission of DUHS dues in accordance with the rules.
- (32) To exercise full powers while sanctioning the expenditure, as empowered by section 12 (6) (b) of the Act, to be incurred on purchase / procurement of the items as shown in the Schedule annexed.

SCHEDULE OF ITEMS (See Statue 5.(32))

S. NO	ITEM	NAME OF OFFICER	LIMIT OF POWERS
1	To sanction expenditure of items specifically shown in the budget estimates in details	Vice Chancellor	Full Powers
2	To sanction expenditure in cases where lump sum budget provision or allocation of funds exists and individual items are not specified in detail	Vice Chancellor	Full Powers
3	Local Purchase of stationary	Vice Chancellor	Full Powers
4	Addition to or repairs of instruments and furniture	Vice Chancellor	Full Powers
5	Hire charges of furniture	Vice Chancellor	Full Powers
6	Expenditure on carriage of records	Vice Chancellor	Full Powers
7	Expenditure on rent of non-residential buildings and land	Vice Chancellor	Full Powers
8	Freight for movement of D.U.H.S. Property	Vice Chancellor	Full Powers
9	Electricity and water charges and taxes	Vice Chancellor	Full Powers
10	Postal and telegraphic charges and telephonic charges including residential telephones	Vice Chancellor	Full Powers
11	Purchase of Liveries, Type writers, Duplicators, Multimedia Projector, Photocopier Machines, Scanners and any other electronic instruments used in office work	Vice Chancellor	Full Powers
12	Charges for Printing at private Presses	Vice Chancellor	Full Powers
13	Copying and translation charges	Vice Chancellor	Full Powers

S. NO	ITEM	NAME OF OFFICER	LIMIT OF POWERS
14	Purchase of periodicals and newspapers	Vice Chancellor	Full Powers
15	Purchase of books and maps	Vice Chancellor	Full Powers
16	Expenditure in emergent cases on account of binding work executed locally	Vice Chancellor	Full Powers
17	Reward and Honorarium	Vice Chancellor	Full Powers
18	Law charges / expenditure on litigation	Vice Chancellor	Full Powers
19	Fees to Law officers	Vice Chancellor	Full Powers
20	Honoraria and fees to personnel in connection with departmental examinations in accordance with the rules	Vice Chancellor	Full Powers
21	Fees in other cases	Vice Chancellor	Full Powers
22	Compensation payable to any individual under law rules or judgement of Courts	Vice Chancellor	Full Powers
23	Sanction of scholarships	Vice Chancellor	Full Powers
24	To sanction expenditure on purchase of Vehicles repairs, replacement overhauling, etc., to the light machinery, motor vehicles and other tools and Plants	Vice Chancellor	Full Powers
25	To reappropriate the funds from recurring to Self Finance scheme.	Vice Chancellor	Full Powers
26	To sanction expenditure on purchase of medicine, drugs, medical equipments / instruments & Hospital aids for Constituent Colleges / Institutions.	Vice Chancellor	Full Powers
27	To sanction expenditure on surcharge and demurrage / damage charges on any reason.	Vice Chancellor	Full Powers
28	Non-recurring items	Vice Chancellor	Full Powers
29	Recurring items	Vice Chancellor	Full Powers

**Additional /
Delegated power
and Duties of
the Dean(s) of
Faculties**

6. (A) ACADEMIC:

- (1) To convene and preside at the meetings of the Board of Faculty.
- (2) To make proposals for requirement / improvement in each department in consultation with the Board of Faculty.
- (3) To submit plans of development for introducing new disciplines in consultation with the Board of Faculty.
- (4) To make decisions or recommendations on problems of teachers and students of the disciplines included in his faculty.
- (5) The Dean of the Faculty concerned shall be responsible to see that the Statutes, Regulations and Rules relating to the faculty are duly observed and followed.
- (6) To propose annual academic Calendar in consultation with the Board of Faculty.
- (7) To co-ordinate teaching and research in various departments of the faculty.
- (8) To approve time table of teaching of various departments of the faculty.
- (9) To present the graduates of the faculty for conferment of degrees (except honorary degree) at the Convocation of the University.

(B) ADMINISTRATIVE:

- (1) To see that all decisions of the Vice-Chancellor, Academic Council and the Syndicate relating to his faculty are given effect to.
- (2) To permit the departments to allow the students to proceed on industrial and study tours within the country, provided the teaching work in the department does not suffer.
- (3) To grant casual leave to the non-teaching staff of his office.

- (4) To make recommendation to the appropriate authority for grant of leave other than casual leave for officers and employees of the departments in his faculty.
- (5)
 - (i) To ensure that Annual Confidential Reports of teaching staff of B-19 and below are regularly written by chairman of a department.
 - (ii) To forward the relevant Annual Confidential Reports to the Vice-Chancellor.
- (6) To propose delegates of the University to conferences.
- (7) To recommend to write off articles up to the value of Rs. 10,000/- in a department of his faculty in a financial year.
- (8) To recommend in the prescribed manner, concession in tuition fee to students.
- (9) To make proposals in the prescribed manner for grant of annual scholarship, to deserving students.
- (10) To process disciplinary action against the students as per relevant Statutes / Regulations / Rules.
- (11) To perform such other function as may be entrusted by the Vice-Chancellor from time to time.

**Additional /
Delegated
Powers and
Duties of
Principal**

7. (1) He shall be responsible for-
 - (2) Providing Civic amenities at University Campus
 - (3) Ensure that no damages are done to any property of the University.
 - (4) Writing Annual Confidential Reports of employees of his Department and forward the same to the appropriate authority.
 - (5) Overall responsibility for the working of all Department- and dealing with complaints arising out of any defects/deficiencies therein.
 - (6) Planning and construction of projects from obtaining complete design, contract drawings to execution either through contractors or by utilizing the services of temporary work charged employees for works not initiated by the planning and Projects Department.

- (7) Management and working of Central Stores.
- (8) Execution of work with in the University premises.
- (9) As Provost, he is also responsible for
 - (i) allotment of rooms.
 - (ii) maintenance of hostels.
 - (iii) supervising the work of the Wardens.
 - (iv) maintaining all records pertaining to the hall. All staff, administrative or of establishment, working in the hall shall work under his supervision and direction.
 - (v) maintaining discipline in the halls with the assistance of the Wardens appointed for the purpose . he shall have such powers to enforce discipline as have been provided for by the statutes for the maintenance of discipline
- (10) Chair the Departmental Board of Review meetings.
- (11) Prepare the agenda and minutes of the review meetings.
- (12) Identifying training needs of employees of his department.
- (13) Corrective actions on nonconformities identified in audit.
- (14) Implementing the corrective and preventive action related to his/her department within the specified timeframe.
- (15) Performing such other duties as may be assigned to him by the Vice-Chancellor.

POWERS OF THE PRINCIPAL COLLEGES AND DIRECTORS

SCHEDULE OF ITEMS

S. No.	Name of Powers	Designation of Officers	Limit of the amount to be sanctioned at a time
1	2	3	4
1.	Purchase of Stationary	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	10,000 10,000
2.	Repair of Instruments and Furniture	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	10,000 10,000
3.	Hire Charges of Furniture	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	25,000 25,000
4.	Expenditure of carriage charges of record etc.	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	Full Powers Full Powers
5.	Electricity and water charges and taxes etc.	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	Full Powers Full Powers
6.	Postage and telegraph charges and telephone charges including residential telephone if provided by the university.	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	Full Powers Full Powers
7.	Copying and translation charges	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	10,000 10,000
8.	Purchase of periodicals and newspapers	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	Full Powers Full Powers
9.	Purchase of books / maps and journals	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	10,000 10,000
10.	Expenditure in emergent cases on account of binding work executed locally	1. Principal of the Constituent Colleges 2. Director of the Constituent Institutions	5,000 5,000

**Additional /
Delegated
Powers and
Duties of Vice
Principal**

- 8.** He shall be responsible for-
- (1) Supervising the work of Security Officer.
 - (2) Supervising the work of Transport Officer.
 - (3) That no unauthorized encroachment is made to any building / structure of land or the University and prevent all unauthorized uses of University facilities and services.
 - (4) Working of telephone Exchange.
 - (5) Operation as well as maintenance of Photocopy Machines.

**Additional /
Delegated
Powers and
Duties of the
Chairperson of
Teaching
Departments**

- 9. (A) ACADEMIC:**
- (1) To organize teaching and research in the Department and to ensure that the syllabi are completed in time and research is carried out in accordance with the policies laid down from time to time by the authorities.
 - (2) To prepare and formulate schemes of study relating to his department and forward the same to the Dean of the Faculty after getting approval from the Board of Studies.
 - (3) To frame time-table for teaching and practical for approval of the Dean of the Faculty.
 - (4) To keep the Dean regularly informed of teaching and research and submit periodic reports to him for forwarding it to the Vice-Chancellor/Syndicate.
 - (5) To submit Annual Program and Report about teaching, research, development academic programs planned and executed by the department to the Dean of Faculty concerned before and after each academic session.
 - (6) To recommend to the Vice-Chancellor through the Dean of the Faculty concerned for the creation of divisions / sections within the department on the recommendations of the Board of Studies.

- (7) To constitute departmental committee of students and teachers for the purpose of maintaining liaison with the students of the department for academic welfare and problems.
- (8) To ensure the proper conduct of departmental tests and examinations in his department under intimation to Dean and Controller of Examinations.
- (9) To ensure that all teachers in the department maintain a record of attendance of all students of the various classes and to supply the same to the Dean of Faculty concerned, when so required by him.
- (10) To act as Centre Administrator for all University examinations of his department conducted by the Examinations Department and to perform all such duties and exercise all such powers as are prescribed for a Centre Administrator.

In case a Chairman of a Department is not available to act as Centre Administrator, the Dean of the Faculty shall nominate another person, on the recommendation of Chairman.

- (12) To act as the Chairman and Convener of the Board of Studies.

(B) ADMINISTRATIVE AND FINANCIAL:

- (1) To assign duties to the vocational staff in the department during the vacation period under intimation to all concerned.
- (2) To ensure that all teaching and non-teaching staff in the Department attend to their duties properly and are regular in attendance.
- (3) To propose disciplinary action under relevant Statutes against the employees in his Department to the competent authorities through proper channel.
- (4) To sanction casual leave to the teaching staff upto 17 and non-teaching staff of his Department as per relevant Statutes.

- (5) To scrutinize under the relevant Statutes applications of leave (other than casual leave) of teaching and non-teaching staff of the Department and to forward the same to the Dean of the Faculty/and/or the Registrar, as the case may be, with his recommendations and proposals for consequential arrangements.
- (6) To prepare budget proposals and forward the same to the Dean of the Faculty.
- (7) To sanction expenditure on account of purchase of material etc., for the laboratories. The Chairman shall sanction within the budget allocation for the relevant financial year for the items specifically shown in the budget. Such sanctions shall, however, be restricted to one quarter of the total budget allocation.
- (8) To sanction expenditure of non-recurring nature upto Rs. 5000/= subject to revision on one item out of "contingencies" other than the laboratory expenses within the sanctioned limits of the budget allocation.
- (9) To sanction expenditure out of the "Contingencies" for the local journeys performed in the interest of the Department within the budget allocation.
- (10) To propose re-appropriation of non-recurring nature of the departmental allocation, within the budget heads to the Vice-Chancellor.
- (11) To incur expenditure of not more than Rs. 1000/= subject to revision at a time from the sanctioned imprest amount.
- (12) To propose disposal of surplus and unserviceable stores of his Department to the Dean / Vice-Chancellor.
- (13) To write Annual Confidential Reports of the employees below B-20 and forward the same to the appropriate authorities.
- (14) To Chair the Departmental Board of Review meetings.
- (15) To prepare the agenda and minutes of the review meeting.
- (16) To follow up the decisions taken in the review meeting and to ensure their completion in the specified time frame.
- (17) To identify training needs of employees of his department.

- (18) To take corrective actions on non-conformities identified in audit.
- (19) To implement the corrective and preventive action related to his department within the specified timeframe.
- (20) He/she shall perform such other duties as may be assigned to him/her by the Vice Chancellor.

**Additional /
Delegated
Powers and
Duties of the
Registrar**

- 10.**
- (1) Work under the control of the Vice-Chancellor and shall deal with and carry out official correspondence of the University on all academic and other matters, as may be directed.
 - (2) Arrange for publication of Prospectus, Syllabi and Courses of Studies as may be prescribed.
 - (3) Arrange to publish the University Code and keep it upto date.
 - (4) Subject to the control of the Vice-Chancellor, shall be responsible for getting the Statutes, the Regulations and the Rules on all matters framed, reviewed and amended.
 - (5) Arrange to prepare the Annual Report for submission to the Senate.
 - (6) Subject to the Control of the Vice-Chancellor, deal with cases regarding:
 - (a) Affiliation and disaffiliation of educational institutions and, matters related, thereto;
 - (b) Admission of educational institutions to the privilege of the University and the withdrawal of such privileges.
 - (7) Subject to the control of the Vice-Chancellor, act as University Resident Officer and in his capacity as such shall be responsible in exercising overall vigilance and providing regularly adequate information to the Vice-Chancellor on matters likely to disturb general atmosphere in the University.
 - (8) He shall act as Secretary to the Senate, the Syndicate, the Academic Council and such other bodies as may be required by the Vice-Chancellor.

- (9) He shall make all arrangements in connection with admissions of candidates in the University.
- (10) He shall make all necessary arrangements for the conduct of elections of members to the Senate and the Syndicate or any other authority/body.
- (11) To sanction casual leave to the staff in his charge
- (12) To sanction journeys to the staff under him within the budget allocation of the department and to countersign such traveling allowances bills.
- (13) To sanction expenditure out of the "Contingencies" for the local journeys performed in the interest of office, within the budget allocation.
- (14) To propose re-appropriation of non-recurring nature of the departmental allocation, within the budget heads to the Vice-Chancellor.
- (15) To propose disposal of surplus and unserviceable stores of his department to the Vice-Chancellor.
- (16) To institute suits on behalf of the University and to defend / represent them in Law Courts, if and when necessary.
- (17) To write Annual Confidential Reports of employees in his department and forward the same to the appropriate authority.
- (18) To sign degrees / postgraduate diplomas of eligible candidates.
- (19) To make necessary arrangements for holding of Convocations.
- (20) To Chair the Departmental Board of Review meetings.
- (21) To prepare the agenda and minutes of the review meetings.
- (22) To follow up the decisions taken in the review meeting and to ensure their completion in the specified time frame.
- (23) To identify training needs of employees of his department.
- (24) To take corrective actions on non-conformities identified in audit.

- (25) To implement the corrective and preventive action related to his department within the specified timeframe.
- (26) He shall perform such other duties as may be assigned to him by the Vice-Chancellor.

**Additional /
Delegated
Powers and
Duties of the
Controller of
Examinations**

11. The Controller of Examinations shall:

- (1) work under the control of the Vice-Chancellor and shall carry out official correspondence of the University on all matters pertaining to the examinations.
- (2) subject to the control of the Vice-Chancellor, conduct the examinations of the University.
- (3) subject to the control of the Vice-Chancellor, be responsible for getting the Statutes and Regulations framed relating to examinations which are to be prescribed by the Act, or regulated by the Statutes and the Regulations.
- (4) be responsible to provide regularly to the Vice-Chancellor adequate information on all examination matters and to bring to the notice of the Vice-Chancellor any infringement of the Statutes and/or Regulations pertaining to the examinations and to ensure that the decisions of the competent authorities communicated to him regarding examinations are properly observed.
- (5) to sign marks sheets, provisional certificates and transcripts of eligible candidates.
- (6) be responsible to maintain and ensure secrecy in all matters pertaining to examinations.
- (7) prepare periodical report(s) regarding the conduct of examinations.
- (8) act as the Member/Secretary of Unfair Means Committee and the Examinations Committee.
- (9) prepare annual reports on the conduct of examinations for submission to Vice-Chancellor.
- (10) be responsible for tabulation, finalization and declaration of examinations results as early as possible.

- (11) make occasional inspections of Examination Centre himself or through his officers, in order to see that all arrangements are in order and that the conduct of examinations is smooth and free from any malpractices and submit invariably, an inspection report to the Vice-Chancellor.
- (12) report to the Vice-Chancellor immediately if there is any untoward incident in connection with the smooth conduct of an examination.
- (13) grant casual leave, under relevant Statutes / Regulations / Rules to the staff of his Department.
- (14) prepare budget proposals and schemes and forward the same to the Director of Finance/Vice-Chancellor.
- (15) sanction journeys to the staff in the Department within the budget allocation of the Department and to countersign such traveling allowances bills.
- (16) propose re-appropriation of non-recurring budget of the departmental allocation.
- (17) sanction expenditure out of the "Contingencies" for the local journeys performed in the interest of the Department within the budget allocations.
- (18) propose disposal of surplus and unserviceable stores of his Department to the Vice-Chancellor.
- (19) certify remuneration charges at the prescribed rates, and to countersign T.A./D.A. bills of the Paper Setters, Examiners, Centre Administrators, Invigilators and Tabulators etc., in connection with examination work.
- (20) To write Annual Confidential Reports of employees in his Department and forward the same to concerned authorities.
- (21) To Chair the Departmental Board of Review meetings.
- (22) To prepare the agenda and minutes of the review meetings.
- (23) To follow up the decisions taken in the review meeting and to ensure their completion in the specified time frame.
- (24) To identify training needs of employees of his department.
- (25) To handle customer complaints including both internal and external customers.

- (26) To take corrective actions on non-conformities identified in audit.
- (27) To implement the corrective and preventive action related to his department within the specified time frame.
- (28) He shall perform such other duties as may be assigned to him by the Vice-Chancellor.

**Additional /
Delegated
Powers and
Duties of
Director
Planning &
Projects**

12. Director, Planning and Projects shall be responsible for:

- (1) Selection, pre-qualification and registration of consultants.
- (2) Continuous evaluation and performance monitoring of approved consultants / contractors.
- (3) Selection, pre-qualification and registration of suppliers, category wise.
- (4) Continuous evaluation and performance monitoring of approved suppliers.
- (5) Preparation of development Scheme.
- (6) Preparation of Development Projects and Budgets.
- (7) Correspondence and follow up with Higher Education Commission, relevant Ministries and other Sponsoring Agencies.
- (8) Recording proceedings of University Development Working Party (UDWP).
- (9) Progress and Utilization Reports of Projects.
- (10) Dealing in hiring Services of Consultants, Contractors, Suppliers, and Operators, etc.
- (11) Imports made by the University under both Development and Recurring Budgets.
- (12) He shall Chair the Departmental Board of Review meetings.

- (13) He shall prepare the agenda and minutes of the review meetings.
- (14) He shall be responsible for the follow up of the decisions taken in the review meeting and to ensure their completion in the specified time frame.
- (15) He shall be responsible for corrective actions on non-conformities identified in audit.
- (16) He shall be responsible for:-
 - (i) the maintenance and repairs of all buildings, roads structures, fittings / fixtures and landscapes etc. belonging to the University;
 - (ii) the maintenance of such installations which are not under the charge of any particular department.
 - (iv) providing civic amenities at University Campus.
- (17) He shall prepare estimates for M & R works according to prescribed procedure.
- (18) He shall issue notices inviting tenders for all type of works irrespective of the amount involved and prepare contract documents.
- (19) He shall open and accept tenders as per prescribed procedure and issue work orders for all development and non-development work.
 - (a) He shall accord technical sanction for all development and non-development works and recommend payments of bills.
- (20) Sanction all extra items of works relating to a contract.
- (21) He shall impose penalty on the contractors in terms of the contract.
- (22) He shall exercise check over the detailed measurements up to 10% of each bill irrespective of the amount involved. In token of such a check having been exercised he will put dated initials against the individual items of detailed measurements in measurements books.
- (23) He shall maintain a central store of items commonly in use in repairs of buildings, fittings and fixtures.

- (24) He shall be responsible to prepare and submit annual budget concerning his Department.
- (25) He shall act as ex-officio Secretary to the Residential Allotment Committee.
- (26) He shall be responsible for selection and registration of contracted service required for implementation/ execution of projects.
- (27) He has overall responsibility for the working of all sections and dealing with complaints arising out of any defects/deficiencies therein.
- (28) He shall be responsible for supervision of the work.
- (29) He shall be responsible for planning and construction of projects from obtaining complete design, contract drawings to execution either through contractors or by utilizing the services of temporary work-charged employees for works.

**Additional /
Delegated
Powers and
Duties of the
Director of
Finance**

- 13. (1) Work under the control of the Vice-Chancellor and carry out official correspondence of the University on all financial matters.
- (2) Act as Secretary to the Finance and Planning Committee.
- (3) Shall be responsible to ensure that the funds of the University are spent for the purpose for which they are granted or allocated and be also responsible for financial propriety and financial discipline; and for this purpose he shall arrange such checks of stocks, records and stores as may be necessary.
- (4) Be incharge of the accounts and the budget. Section of the university.
- (5) Be responsible to provide regularly adequate information on all financial matters to the Vice-Chancellor, bring any infringement of the University Act on financial matters to his notice and to ensure that the decisions of the competent authorities communicated to him are properly observed and implemented.

- (6) Be responsible to get the detailed procedure, etc., in which accounts of the University are to be maintained, approved from the competent authorities as and when necessary.
- (7) To grant casual leave to the officers and staff working under him as per relevant Statutes.
- (8) To sanction journeys to the staff in the Department within the budget allocation of the Department and to countersign such traveling allowances bills.
- (9) To sanction expenditure out of the "contingencies" for the local journeys performed in the interest of the Department within the budget allocation.
- (10) To propose re-appropriation of non-recurring nature of the departmental allocation, within the budget heads to the Vice-Chancellor.
- (11) To propose disposal of surplus and unserviceable stores of his Department to the Vice-Chancellor.
- (12) To write Annual Confidential Reports of employees in his Department and forward the same to the appropriate authority.
- (13) To Chair the Departmental Board of Review meetings.
- (14) To prepare the agenda and minutes of the review meetings.
- (15) To follow up the decisions taken in the review meeting and to ensure their completion in the specified time frame.
- (16) To identify training needs of employees of his department.
- (17) To take corrective actions on non-conformities identified in audit.
- (18) To implement the corrective and preventive action related to his department within the specified timeframe.
- (19) He shall perform such other duties as may be assigned to him by the Vice-Chancellor.

**Additional /
Delegated
Powers and
Duties of the
Librarian**

14. The Librarian Shall—

- (1) Work under the control of the Vice-Chancellor.
- (2) Be Incharge of the Library.
- (3) Make arrangements for purchase of books, journals, periodicals and newspapers for the Library.
- (4) Act as Secretary-Member of the Library Committee.
- (5) Grant casual leave to the employees working under him as per relevant Statutes / Regulations / Rules.
- (6) Prepare budget proposals and schemes and forward the same to the Director of Finance/Vice Chancellor.
- (7) Sanction journeys to the staff in the department within the budget allocation of the department and to countersign such traveling allowances bills.
- (8) Propose re-appropriation of non-recurring budget of the departmental allocation.
- (9) Sanction expenditure out of the "Contingencies" for the local journeys performed in the interest of the Department within the budget allocations.
- (10) Propose disposal of surplus and unserviceable stores of his Department to the Vice-Chancellor.
- (11) Write Annual Confidential Reports of employees of his Department.
- (12) Maintain upto date lists of books available in different sections of the Library and shall periodically publish lists of books, journals and periodicals purchased from time to time.
- (13) Prepare annually lists of books which are no more in circulations for the last 3 years and propose their disposal in consultation with the Chairman concerned.
- (14) Chair the Departmental Board of Review meetings.
- (15) Prepare the agenda and minutes of the review meetings.
- (16) Be responsible for the follow up of the decisions taken in the review meeting and to ensure their completion in the specified time frame.

- (17) Be responsible for identifying training needs of employees of his department.
- (18) Be responsible for corrective actions on non conformities identified in audit.
- (19) Be responsible for implementing the corrective and preventive action related to his/her department within the specified time frame.
- (20) Be responsible for continuous evaluation and performance monitoring of approved book sellers and suppliers.
- (21) Perform such other duties as may be assigned by the Vice-Chancellor.

**Additional /
Delegated
Powers and
Duties of the
Resident
Auditor**

- 15.**
- (1) The Resident Auditor shall work under the control of the Vice-Chancellor.
 - (2) Be responsible for matters connected with the auditing of the Accounts of the University.
 - (3) Make pre-audit of all bills passed for payments.
 - (4) Make annual physical verification of Stocks.
 - (5) Shall grant casual leave, under relevant Statutes / Regulations / Rules to the staff of his Department.
 - (6) Shall write Annual Confidential Reports of the staff working under him and forward the same to concerned authority.
 - (7) To Chair the Departmental Board of Review meetings.
 - (8) To prepare the agenda and minutes of the review meetings.
 - (9) To follow up the decisions taken in the review meeting and to ensure their completion in the specified time frame.
 - (10) To identify training needs of employees of his department.
 - (11) To take corrective actions on non-conformities identified in audit.
 - (12) To implement the corrective and preventive actions related to his department within the specified timeframe.

- (13) He shall perform such other duties as may be assigned to him by the Vice-Chancellor.

**Additional /
Delegated
Powers and
Duties of
Director
Students Affairs**

16. (1) The Dean Students Affairs shall make proposals for improvement of student Teacher relationships in consultation with Chairmen of Departments and shall control / supervise students activities at the Campus.
- (2) To perform such other functions as may be entrusted by the Vice-Chancellor from time to time.
- (3) To grant Casual leave to staff of his office.
- (4) To recommend to the appropriate authority grant of leave other than Casual leave for officers and employees of his office.
- (5) To endorse and forward relevant Annual Confidential Reports of officers to the Vice-Chancellor.
- (6) To write Annual Confidential Reports of Staff in BPS-1 to BPS-16 of his office.
- (7) To recommend to write off of Articles upto the Value of Rs. 1000/- of his office in each Financial Year.

**Additional /
Delegated
Powers and
Duties of
University
Teachers**

17. (1) In general the duties of University teachers shall be as follows:-
- (2) To teach the students by means of lectures, practicals, tutorials, discussions, seminars, demonstrations and the like.
- (3) To conduct, guide and supervise research.
- (4) To maintain personal liaison with the students, give them individual guidance and supervise their extra-curricular activities.
- (5) To assist the authorities in preparing the courses and syllabi, in conducting the examinations, in organizing the libraries, laboratories and other curricular and extra-curricular activities of the University and its departments, colleges and other institutions.

- (6) Every teacher shall give frequent assignments and periodic tests to his/her students, and shall maintain a regular record of their performance at such assignments and tests.
- (7) To prepare, in consultation with the concerned Chairman, detailed schedule for each academic year for the discharge of his/her teaching duties.
- (8) To perform such duties as are entrusted to them in connection with the holding of examinations.
- (9) To perform such other functions and duties as are entrusted to them by the Vice-Chancellor.



Dow University of Health Sciences Entering Into Arrangement with Other Institutions Statutes, 2007

No.DUHS/STATUTES/10/2007 – In pursuance of the provisions made under clause (d) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to Agreement with other Institutions Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

The University with the approval of the Syndicate may Enter into Arrangement with other Institutions for the purpose of.

- (1) Enhancing the quality of medical education through Faculty Exchange program / post on Tenure basis Scholars / eminent teachers from other Universities from within and outside the Country.
- (2) Collaborate with any University / College / Research Institute to embark on a joint venture for undertaking surveys / research in the health hazard areas for the benefit of Community.
- (3) Enter into arrangement with NGOs to impart Community based education to its students.
- (4) Sign Memorandum of Understanding (MoU) / Agreement with any agency dealing in Pharmaceuticals / developing skills / Techniques and Therapeutics interventions to enhance the expertise of Faculty of the University.



Dow University of Health Sciences Appointment of Professors Emeritus and Award of Honorary Degrees, Statutes, 2007

No.DUHS/STA/11/2007 – In pursuance of the provisions made under clause (e) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

- | | |
|-------------------------------|---|
| Provision of Posts | 1. The number of Professor Emeritus to be appointed is to be decided by the respective University depending on its size and excellence / expertise. |
| Eligibility | 2. (1) University Syndicate may confer status of an Emeritus Professorship to a Meritorious Professor retired in BPS-21 or BPS-22 in recognition of his/her scholarship and service to university education who has served the university or a constituent institute or a Centre of Excellence of the university for a minimum period of 10 years as Professor.

(2) Vice Chancellor, if he/she was a Meritorious Professor of a University and retired after completing at least one tenure as Vice Chancellor in parent university or in any other public sector university, shall be conferred the status of Professor Emeritus <u>in the parent university subject to the condition in Clause (1).</u> |
| Procedure | 3. All cases of the eligible retired Meritorious Professors of the university at that time will be placed before the Syndicate for consideration. |
| Terms & Conditions | 4. (1) Whereas the conferment of Professor Emeritus status will be for life time, the financial benefits will be for a maximum period of 5 years from the date of conferment.

(2) The Emeritus Professorship honour shall carry no formal administrative duties. However, Professor Emeritus is expected to contribute to the academic life of the University to a greater extent in consonance with the status and caliber of the title. |

- (3) The Professor Emeritus, at least for the period during which he/she enjoys financial benefits from the university, will have the following responsibilities:
 - (i) Mandatory presence on campus for three working days a week.
 - (ii) Provide guidance or continue research with faculty and/or students.
 - (iii) Postgraduate students supervision.
 - (iv) Seminars and / or writing of textbooks in the field of his/her specialization.
- (4) He / She report progress of his / her achievements or contributions towards the academic life of the University by the end of each calendar year to the Vice Chancellor for information of the Syndicate.
- (5) The conferment of Emeritus status shall normally be for life time but can be terminated if the Professor so desires or the syndicate terminates by $\frac{3}{4}$ majority on grounds of inefficiency, moral turpitude or physical or mental incapacity or gross misconduct.

**Financial
Benefits /
Facilities**

5. (1) The Professor Emeritus may be paid an honorarium of Rs.25,000/- per month during his/her appointment period. This amount shall not, however, be payable where the Professor is in the employment with any other agency / government or is reemployed by the University.
- (2) Where residential accommodation, after fulfilling the needs of regular faculty is available on the University Campus, it may be offered free to the Professor Emeritus for such period as the University may determine, but not exceeding 5 years. In case of nor-availability of residential accommodation, a sum of Rs. 10,000 per month will be given as Housing Allowance.
- (3) Such facilities (including medical) and services as exist in the University for teachers to carry on his intellectual pursuits shall be open to the Professor Emeritus.



Dow University of Health Sciences Acquisition and Administration of Properties and Investments Statutes, 2007

No.DUHS/STA/13/2007 – In pursuance of the provisions made under clause (g) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

The University with the approval of the Syndicate may Enter into Arrangement with other Institutions for the purpose of.

- | | | |
|-------------------|-----------|--|
| Property | 1. | (1) No property asset or liability shall be acquired / incurred in without the <ul style="list-style-type: none">(i) recommendation of a Committee constituted for the purpose by the Vice Chancellor(ii) Approval of the Syndicate. |
| Funds: | 2. | (1) The University shall maintain and invest fund in accordance with acquired from sources including the following: <ul style="list-style-type: none">(i) All the subscriptions recovered at source from the salaries of the employees towards the fund.(ii) All grants made by the Federal or Provincial Governments, the Higher Education Commission or any other Organization or Institution, including the University itself.(iii) All income, profits etc. accruing from the assets, belonging to the Fund or from investments made out of the moneys of the Fund.(iv) Loans raised by the management committee of the fund, with the approval of the Syndicate. |
| Investment | 3. | (1) The money so realized shall be invested in the manner prescribed by the Syndicate so as to yield the maximum possible profits and considering the security of the invested money. |



Dow University of Health Sciences Election to Senate, Syndicate and Registered Graduates, 2007

No.DUHS/STA/15/2007 – In pursuance of the provisions made under clause (h) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

- Preliminary**
1. (1) (i) These Statutes may be called the Dow University of Health Sciences (Elections to Senate, Syndicate and Registered Graduates) First Statutes.
(ii) They shall come into force at once.
 - (2) In these Statutes, unless there is anything repugnant in the subject or context, the following expressions shall have the meaning hereby respectfully assigned to them, that is to say:
 - (i) "Act" means the Dow University of Health Sciences Act, 2004,
 - (ii) "Electoral rolls" means the lists finally published under clause 6.
 - (iii) "Section" means section of the Act.
 - ¹(iv) "Election" means election of the members of the Senate and Syndicate under Sections 20(1) m, 22(1)(iv)(xi)(xii)(xiii)(xiv) and (xviii) the Act.
 - (v) "Registered graduate" means a graduate of the University whose name has been entered in the register maintained for this purpose and includes a graduate of any recognized University, in any of the subjects prescribed by or under the Act and residing within the local limits of the division of Karachi, and whose name has been entered in the said register.

1. Substituted vide Syndicate and Senate Resolutions / Decisions No. Syn-76/19.01.2019/Item-2 and SNT-6/22.01.2019/Item-7 respectively.

- (3) For the purpose of election the Registrar shall respectively maintain up-to-date lists of
- (i) All Members of Senate.
 - (ii) All Professors of the University.
 - (iii) All Associate Professors of the University.
 - (iv) All Assistant Professors of the University.
 - (v) All Lecturers of the University with minimum two years service. (for Syndicate)
 - (vi) All Registered graduates.
 - ¹(vii) All administrative officers of administration side.
- (4)
- (i) The lists prepared under clause 3 shall be published in the manner and by the date fixed by the Vice-Chancellor with a notice inviting claims and objections with respect thereto.
 - (ii) The claims and objections shall be made to the Registrar within three days of the publication of the lists:
 - (iii) The Registrar shall decide the claims and objections within two days following the last day fixed for the receipt of claims and objections.
- (5)
- (i) Any person aggrieved by the decision of the Registrar under sub-clause (iii) of clause 4 may, not later than the fourth day following the last day of disposal of claims and objections, prefer an appeal to a Revision Committee, consisting of a Dean and two members of the Syndicate nominated by the Vice-Chancellor.
 - (ii) The Dean shall be the Chairman of the Committee and in the absence of the Dean the meeting shall be presided over by a person nominated by the Vice-Chancellor.

1. Inserted vide Syndicate and Senate Resolutions / Decisions No. Syn-76/19.01.2019/Item-2 and SNT-6/22.01.2019/Item-7 respectively.

- (iii) Two members shall form quorum for the transaction of business of the Committee.
 - (iv) The appeal shall be disposed off by the Committee within two days of the last day of its receipt.
 - (v) The decision of the Committee shall be by majority and in the event of equal votes the Chairman shall have a casting vote.
 - (vi) The decision of the Committee shall be final.
- (6)
- (i) The Registrar shall make such additions or modifications in the lists prepared under clause 4 as may be required by any decision on any claim or objection and may make corrections of such clerical or printing errors as may come to his notice.
 - (ii) After making additions, modifications or corrections, if any, under sub-clause (1) the Registrar shall finally publish the lists in the manner specified by the Vice-Chancellor and on such publication the lists shall become the electoral rolls.
 - (iii) The electoral rolls shall be open to inspection by any person during office hours free of charge.
 - (iv) The copies of the preliminary or final lists shall be supplied to any person applying therefore on payment.

Conduct of Elections

- 2.
- (1) No person shall be qualified to contest or cast a vote unless his name is borne on the electoral rolls.
 - (2) Elections shall be held under these statutes as soon as may be after the electoral rolls have been prepared.
 - (3) The date or dates of election shall be fixed by the Vice Chancellor.
 - (4) The Registrar shall be the Returning Officer and shall conduct the elections in accordance with these Statutes.
 - (5) The Returning Officer shall, immediately after the fixation of date or dates under clause 9, issue a notification regarding.

- (i) the number of persons and the provisions of the Act under which they are to be elected;
 - (ii) a day, at least five days after the date of such notification for nomination of the candidates (hereinafter referred to as the "nomination day") and the time, by or within which nomination papers shall be received by the Returning Officer.
 - (iii) a day for the scrutiny of nominations (hereinafter referred to as the "scrutiny day").
 - (iv) a day, at least one day after the scrutiny day, on or before which candidature may be withdrawn (hereinafter referred to as the withdrawal day); and
 - (v) a day, at least three days after the withdrawal day, for taking the poll along with the time and place of the poll.
- (6)
- (i) A voter for the purpose of an election may on a prescribed form, obtainable from the Returning Officer, propose or second the name of any person who is qualified to be elected for such elections.
 - (ii) The form shall be duly filled in and signed by the proposer and the seconder and shall be accompanied by a certificate signed by the candidate that he has consented to the nomination.
 - (iii) Every nomination paper shall be delivered to the Returning Officer on the nomination day and at the time specified for the purpose.
 - (iv) The Returning Officer shall acknowledge in writing the receipt of the nomination paper.
 - (v) The Returning Officer shall record in writing the date and time of the receipt of each nomination paper and enter the particulars thereof in a register to be maintained for this purpose.
- (7) A voter may nominate as many candidates as there are vacancies but use separate nomination papers for each candidate.
- (8) If a voter submits greater number of nomination papers than the number of vacancies, the nominations in excess of the vacancies and received last shall be declared as invalid.

- (9)
 - (i) The Returning Officer shall display at some conspicuous place in his office on the second day following the nomination day a notice of every nomination received by him, containing such particulars of the candidate, proposer and seconder as are shown in the nomination paper.
 - (ii) On the scrutiny day, the Returning Officer shall, in the presence of persons attending the scrutiny, examine the nomination papers and endorse thereon his decision of accepting or rejecting the same.
 - (iii) The rejection of one nomination paper of a candidate shall not ipso facto invalidate his nomination under another nomination paper.
 - (iv) The Returning Officer shall, after scrutiny of the nomination papers, prepare a list of persons whose nomination papers have been declared valid.
 - (v) A candidate whose name is included in the list under sub-clause (4), may, by notice in writing signed by him and delivered to the Returning Officer on or before the withdrawal day, withdraw his candidature.
 - (vi) A notice under sub-clause (5) shall, in no circumstances be open to cancellation
- (10) If after the scrutiny of the nomination papers under sub-clause (2) or withdrawal under sub-clause (5) of clause 15, or death of the candidate the Returning Officer finds that only such persons are left as contesting candidates as are either less than or equal to the number of vacancies, the Returning Officer shall, by notice declare such candidates to be elected, and any vacancy is left to be filled in the election therefore shall be re-processed in accordance with these statutes.
- (11)
 - (i) The polls shall be held if there are more contesting candidates than the vacancies to be filled.
 - (ii) The Returning Officer shall cause to be exhibited prominently outside his office the name of each candidate.

- (12) The Vice-Chancellor shall appoint three persons other than the candidate, proposer and seconder, to assist the Returning Officer in conducting the election.
- (13) (i) Every voter shall cast his vote by means of a ballot paper which shall contain the names of candidates in alphabetical order and the seal of the University.
- (ii) The ballot paper shall be issued by the Returning Officer to a voter at the time of voting and the counter-foil thereof shall bear the number of the voter in the electoral rolls.
- (iii) A voter, who has inadvertently dealt with his ballot paper in such a manner that it cannot properly be used, or who has lost his ballot paper, may after delivering the spoiled ballot paper to the Returning Officer or after satisfying him of the loss of the ballot paper, obtain another ballot paper, and the counter-foil of the spoiled ballot paper shall be marked as cancelled and the new ballot paper issued in lieu thereof and its counter-foil shall be marked as duplicate.
- (iv) No person shall be issued any ballot paper or be permitted to vote after the time fixed for the close of the poll.
- (14) (i) A voter shall cast his vote by putting a cross (x) in the space.

Provided for the purpose, against the name of the candidate for whom he wishes to vote.

- (ii) The voting shall be in person by secret ballot.
- (15) Immediately after the close of the poll, the Returning Officer shall in the presence of such of the candidates or their authorized agents, who shall be voters, as may be present, open the ballot boxes and count the ballot papers contained therein excluding the invalid ballot papers, that is to say, the ballot papers which are rejected by the Returning Officer on the ground that:
- (i) anything is marked or written thereon by the voter by which he can be identified;
- (ii) the ballot does not bear the official mark;

- (iii) the ballot paper has been left blank by the voter;
 - (iv) the vote has not been cast in the manner specified in these statutes.
 - (v) the vote has been cast in favour of more than one candidate;
 - (vi) there is any uncertainty about the identity of the candidate in whose favour the vote has been cast; or
 - (vii) there is any defacement creating a doubt that there has been an attempt to alter or erase the mark of voting.
- (16) On each rejected ballot paper the Returning Officer shall make an endorsement to that effect.
- (17) If any candidate, or his authorized agent objects to the rejection of a ballot paper the Returning Officer shall add to his endorsement "Rejection Objected to" giving briefly the reasons for such objection.
- (18) (i) The total number of valid votes received by each candidate shall be entered in the counting sheets.
- (ii) In case of equality of valid votes, between two or more candidates, the senior in length of University service in the case of University Teachers, other than professors for election to Senate; older in age in the case of members of Senate registered graduates and a President of Students Union of affiliated College; and senior in appointment, as such, in the case of Professors, Associate Professors, Assistant Professors and Lecturers for Election to Syndicate, shall be deemed to have been elected.
- (iii) The candidates or their authorized agents, if present, shall sign the counting sheets.
- (19) (i) Immediately after counting of votes the Returning Officer shall prepare a list of elected persons and announce their names.
- (ii) The names of the returned candidates shall be submitted to the Vice-Chancellor for publication.

- (iii) No election shall be called in question except by means of an election petition, which shall clearly state the objections and be presented to the Returning Officer within three days of the declaration of the results.
 - (iv) The petition shall be decided by a Committee, consisting of the Vice-Chancellor as Chairman and two other persons nominated by him.
 - (v) In case the Vice-Chancellor is unable to attend a meeting of the Committee, nominate another person to act as Chairman.
 - (vi) If anyone of the other two members of the committee is unable to attend a meeting, the Vice-Chancellor shall appoint another member to act in his place.
 - (vii) Two members shall constitute the quorum of the meeting.
 - (viii) The decision shall be given by the Committee within two weeks from the last day for the representation of election petitions.
- (20) The Returning Officer shall retain until the expiry of six months from the date of the election all the papers connected with the election in a sealed cover to be sealed in the presence of the persons, if any, appointed to assist him and shall subject to any direction to the contrary given by the Vice-Chancellor, cause them to be destroyed after the expiry of the said period.
- (21) If the Registrar is, for any reasons, unable to perform any of the duties assigned to him by these Statutes, the Vice-Chancellor may, in writing, appoint any other officer of the University to discharge such duties.
- (22) In case any day fixed under these Statutes for any purpose happens to be a University holiday, the day next following shall be considered to be the day fixed for that purpose.



Dow University of Health Sciences Affiliation of Health Educational Institutions to the University Statutes, 2007

No.DUHS/STA/16/2007 – In pursuance of the provisions made under clause (h) of sub-section (1) of section 28 of the Dow University of Health Sciences Act, 2004, the Chancellor of the Dow University of Health Sciences is pleased to assent to the following Statutes proposed by the Syndicate and approved by the Senate of the University, namely: –

**Short title
commencement
and application**

1. (1) These statutes may be called the Dow University of Health Sciences Affiliation of health educational institutions to the University Statutes, 2007.
- (2) They shall come into force at once.

Definitions

2. In these statutes, unless there is anything repugnant in the subject or context: -
 - (1) “Act” means the Dow University of Health Sciences Act, 2004;
 - (2) “Affiliation Committee” means Affiliation Committee as referred in the Act;
 - (3) “affiliated college” means the college affiliated to the University but not maintained or administered by it;
 - (4) “affiliated institute” means an institute affiliated to the University but not maintained and administered by it;
 - (5) “health educational institution” means college, institute, nursing school, paramedical training institute, medical research center;
 - (6) “University” means Dow University of Health Sciences.

A - JURISDICTION OF THE UNIVERSITY

3. (1) The University shall have jurisdiction within the limits of its campus and in respect of all health educational institution within Karachi District or within such extended territorial limits as specified by the Governor.

Provided that Government may, in consultation with the University by general or special order modify the jurisdiction.

- (2) No health educational institution within the jurisdiction of the University shall, save with the consent of the University and the sanction of Government seek admission to the privileges of any other University.
- (3) The University may admit to its privileges under the prescribed conditions, a health educational institution falling within the territorial limits of another University, whether inside or outside Pakistan; provided that the consent of such other University is first obtained.

B - FUNCTIONS OF AFFILIATION COMMITTEE

4. The functions of the Affiliation Committee constituted under statute 10 of the First Statutes set out in the Schedule to the Act, shall be: -
 - (a) to inspect the health educational institution seeking affiliation with or admission to the privileges of the university and to advise the Academic Council thereon;
 - (b) to inquire into complaints alleging breach of conditions of affiliation by affiliated colleges and to advise the Academic Council thereon; and
 - (c) to perform such other functions as may be prescribed by Regulations.

C – CONDITIONS FOR AFFILIATION OF HEALTH EDUCATIONAL INSTITUTION TO THE UNIVERSITY

5. A college seeking affiliation to the university shall make an application satisfying the university that: -
 - (1) the health educational institution is under the management of the government or of a regularly constituted governing Body;
 - (2) the financial resources of the health educational institution are sufficient to enable it to make due provisions for its continued maintenance and efficient working;

- (3) the strength and qualifications and the terms and conditions of service of the teaching and other staff of the institution are satisfactory for the purpose of teaching of prescribed courses of studies and training in the college as laid down by the Pakistan Medical and Dental Council/Higher Education Commission;
 - (4) that the health educational institution has its own hospital and college (in case of under graduate institution) which shall not be in a rental premises;
 - (5) the institution has, proper rules governing the conduct and discipline of its students and employees;
 - (6) There will be an endowment fund of Rs. 10 million the institution for higher education;
 - (7) If the institution is closed down prematurely on any ground including corruption, it shall be responsible for the damages for the same that is Students and other authorities. Damages will be determined through an arbitrator as appointed by the competent authority;
 - (8) the building of the institution and its attached hospital is suitable, and commodious for its requirements;
 - (9) the institution has provision for a library and adequate library services.
 - (10) the institution has a properly equipped laboratory, museum and other places of practical and clinical work required for courses of studies taught in the college;
6. The application shall further contain an undertaking that after affiliation, any transference of, and changes in the management and in the teaching staff shall be forthwith reported to the university, and that teaching staff possess such qualifications as are or may be prescribed by the syndicate.

D - PROCEDURE FOR GRANT OF AFFILIATION

7. The procedure to be followed in disposing of an application for the affiliation of a medical college and institution shall be such as may be prescribed by the Syndicate.
8. The Syndicate may, on the recommendation of the Affiliation Committee, grant or refuse affiliation to a medical college or institution:

Provided that affiliation shall not be refused, unless the medical college or institution has been given an opportunity of making a representation against the proposed decision.

E - ADDITION OF COURSES BY AFFILIATED HEALTH EDUCATIONAL INSTITUTION

9. Where an medical college or institution desires to add to the courses of instruction in respect of which it has been granted affiliation, the application for permission for such addition shall, be made and disposed in the same manner as if it were an application for affiliation.

F - REPORTS FROM AFFILIATED HEALTH EDUCATIONAL INSTITUTION

10. Every health educational institution affiliated to the university shall furnish such reports, returns and other information as the university may require to enable it to assess the efficiency of the health educational institution.
11. The university may call upon any health educational institution affiliated to it to take, within a specified period, such action as may appear to the university to be necessary in respect of any of the matters referred to in section 5.

G - WITHDRAWAL OF AFFILIATION

12. If an health educational institution affiliated to the university fails at any time to fulfill any to the requirements mentioned in these statutes, or if an institution has failed to observe any of the conditions of its affiliation, or its affairs are conducted in a manner which is prejudicial to the interests of health educational institution or training, the syndicate may, on the recommendation of the Affiliation Committee, and after considering such representation as the health educational institution may wish to make, withdraw, either in whole or in part, the rights conferred on the health educational institution by affiliation or modify such rights.
13. The procedure to be followed for the withdrawal of affiliation shall be such as may be prescribed by the Syndicate.

H - REGISTRATION OF STUDENTS OF AFFILIATED COLLEGES

- 14.** The Principal of every affiliated college shall forward to the Registrar, the name and other particulars in the prescribed format together with all necessary documents listed therein, of every student admitted or re-admitted to the health educational institution, together with the prescribed registration / enrollment fee. Application for enrollment supported by necessary certificates shall be submitted to the Registrar within six weeks of the date of admission in case of normal admissions and three weeks in the case of admissions by migration.
- 15.** The Registrar of the University shall maintain a Register, of all students of an affiliated college, which shall contain the following information:

 - (i) Name of student with father's name;
 - (ii) registration / enrollment number;
 - (iii) address;
 - (iv) date and place of birth;
 - (v) dates of admission or re-admission;
 - (vi) date of leaving the affiliated college;
 - (vii) pass or failure in a university examination with his Roll No. / Seat No. including courses of study and marks obtained;
 - (viii) degree taken;
 - (ix) remarks, if any.
- 16.** On registration, every student shall be informed through his principal of the registration / enrolment number under which his name has been entered in the Register, and that number shall be quoted in all subsequent reports concerning that student and in all applications by that student for admission to a university examination.
- 17.** If the name of a student is struck off the rolls of a health educational institution or he re-joins the health educational institution or migrates to another Institution, is rusticated or expelled, such fact shall be reported to the Registrar immediately.

I - BAR TO APPEAR AT AN EXAMINATION

18. No student shall be eligible to appear at any university examination unless he is registered / enrolled in the university on payment of the necessary fee.

J - APPROVAL OF SCHEME OF STUDIES AND SYSTEM OF EXAMINATIONS

19. The general scheme of studies; the courses of studies and the manner and method of teaching shall be such as approved by the appropriate authorities of the university.
20. The system of examinations, the duration of courses, the number of subjects and papers for examinations shall be such as approved by the appropriate authorities of the university.

K - CONDUCT OF EXAMINATIONS

- (a) it shall be the responsibility of an affiliated health educational institution to provide, all adequate facilities within its premises for holding and conducting such examinations as are held by the university.
- (b) The teaching and other staff of affiliated health educational institution shall perform such duties and functions as are assigned to them by the university in connection with the conduct of examinations.

L – INSPECTIONS

21. The Vice-Chancellor shall appoint one or more committees for purpose of inspection of affiliated health educational institution, at least once a year. The inspection shall relate to:
 - (1) academic performance and matters related thereto ;
 - (2) accommodation and logistic arrangements ;
 - (3) provision made for the supervision, games and recreation of students ;
 - (4) library and reading room ;
 - (5) furniture, equipment and apparatus.

22. The report of such inspection shall be submitted to the Syndicate for such directions and recommendations as it may deem fit.

M - UNIVERSITY TO CONTROL AND MANAGE EXAMINATIONS

23. All examinations leading to certificate, diploma, degree courses taught at the college and matters related thereto shall be controlled and managed by the university in the same manner and subject to same conditions as are prescribed for university examinations from time to time.

N - TERMS AND CONDITIONS OF SERVICE OF THE EMPLOYEES

24. The strength, qualifications and the terms and conditions of service including conduct and discipline of the teaching and other staff of the college, shall be laid down in consultation with the university authorities and will as far as possible be at par with the university.

Note: The Syndicate expect that where necessary every affiliated college shall draw up service rules based preferably on the principles as laid down by the university for its employees both teaching and non-teaching.

O - APPOINTMENT OF HEADS OF DEPARTMENTS

25. For each discipline established in the health educational institution there shall be appointed a head of department in consultation with the university.
26. The duties, functions and tenure of a head of department shall be the same as prescribed for chairman of a department in the university.

P - CONSTITUTION, FUNCTIONS AND RESPONSIBILITIES OF THE BOARD (S) OF STUDIES

27. There shall be established separate Boards of Studies for groups of subjects taught at the Affiliated health educational institution.
28. The Board of Studies shall decide its own working procedure but the quorum shall not be less than one half of the number of its members. A fraction being counted as one.

- 29.** The Board of Studies at the affiliated health educational institution of the university shall be governed by the statutes, 2005 of the university.
- 30.** There shall be Board (s) of Studies in each college consisting of the following as members:
- | | | |
|-----|---|----------|
| (1) | Principal/Director of the health educational institution. | Chairman |
| (2) | Vice-Principal, (if any) | Member |
| (3) | All Heads of Departments | Member |
| (4) | One member of the Academic Council of the University to be nominated by it. | Member |
| (5) | One expert for each discipline to be nominated by Academic Council of the University. | Member |
- 31.** The term of office of members of the Board of Studies other than ex-officio members shall be three years.

Q - FUNCTIONS OF THE BOARD OF STUDIES

- (1) (i) to advise the Authorities on all academic matters, connected with instructions, publications, research and examinations in the subject or subjects concerned;
- (ii) to propose curricula and syllabi for all degree, diploma and certificate courses in the subject or subjects concerned;
- (iii) to suggest a panel of names of paper setters and examiners in the subject concerned; and
- (iv) to perform such other functions as may be assigned to them by the Statutes or Regulations.
- (2) The Boards of Studies shall be responsible to the respective Board of Study of the University and the Academic Council.