W.B. National University of Juridical Sciences

NUJS BHAVAN
SALT LAKE, KOLKATA

10TH MEETING OF THE FINANCE COMMITTEE
MONDAY, JUNE 30, 2003 AT 11.00 A.M

AGENDA ITEMS

Agenda Item No. 1	Confirmation of the Minutes of the 9TH Meeting of the Finance Committee held on 31st January, 2003.
Agenda Item No. 2.	Air-conditioning of the Reading Room Area of the NUJS Library
Agenda Item No.: 3	Installation of a lift at NUJS Bhavan
Agenda Item No. 4	Library Furniture
Agenda Item No.5	Installation of EPABX
Agenda Item No. 6	IT Infrastructure at NUJS Bhavan
Agenda Item No. 7	Campus Maintenance Services
Agenda Item No.8	Laying of PVC flooring in the reading room of NUJS Library.
Agenda Item No. 9	Refund of temporary electricity connection charges by WBSEB. Matter arising from 7th Meeting of the Finance Committee held on 14.06.2002
Agenda Item No. 10	Payment of non scheduled item - Pine wood shelves.
Agenda Item No.11	Payment to M/S. Indian Packers and Movers
Agenda Item No.12	Procurement of light fittings for the compound of NUJS Campus.

Agenda Item No. 13	Revised Budget 2003 - 2004 and Budget estimate 2004 - 2005.
Agenda Item No. 14	Audited Accounts and Auditors' Report
Agenda Item No.15	Financial Status of the University
Agenda Item No. 16.	Budgetary Support of the Government of West Bengal
Agenda Item No. 17.	Letter from Corporation Bank regarding filling of good earth for landscaping
Agenda Item No. 18.	Opening of Academic Development Fund
Agenda Item No. 19.	Settlement of HUDCO Loan
Agenda Item No. 20.	Disbursement of Scholarship for 2002-'03
Agenda Item No. 21.	Refund of fees paid by NRI-sponsored students on the event of withdrawal
Agenda Item No. 22	Norms for Utilization of Depreciation Fund
Agenda Item No. 23.	Recruitment of Administrative Staff
Agenda Item No. 24.	Any other matter with the permission of the Chair.

W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

NUJS BHAVAN

SALT LAKE, KOLKATA

10th MEETING OF THE FINANCE COMMITTEE

JUNE 30, 2003 AT 11.00 A.M.

AGENDA NOTES

Agenda Item No. 1 — Confirmation of the Minutes of the 9TH Meeting of the Finance Committee held on 31st January, 2003.

Minutes of the Ninth Meeting of the Finance Committee held on 31st January, 2003 are enclosed as Annexure - I for confirmation.

The committee deliberated upon the minutes of the 9th Meeting of the Finance Committee held on 31st January 2003 and approved the same

ANNEXURE-I

W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

ARANYA BHAVAN
SALT LAKE, KOLKATA

Minutes of the Ninth Meeting of the Finance Committee held on 31st January, 2003

The Ninth Meeting of the Finance Committee was held at the premises of the University in Aranya Bhavan, Salt Lake, Kolkata , on 31st January, 2003.

The following members were present :--

1. Hon'ble Mr. Justice Chittatosh Mookerjee
   Former Chief Justice of Calcutta High Court

2. Professor N. R. Madhava Menon
   Vice-Chancellor, NUJS

3. Mr. Pranab Kumar Deb
   Secretary, Judicial Department
   Government of West Bengal

4. Mr. Samar Ray
   Secretary-cum-Commissioner, Internal Audit
   Government of West Bengal
   (as a special invitee)

5. Professor Gangotri Chakraborty
   Professor and Registrar

Mr. Balai Chandra Ray, Advocate General of West Bengal, and Mr. Samar Ghosh, Secretary, Finance Department, Govt. of West Bengal were unable to attend the meeting.

Minutes of the Ninth Meeting of the Finance Committee held on 31st January, 2003

Sr. No	Agenda Items	Resolution	Action Taken / remarks
1	Confirmation of the Minutes of the Eighth Meeting of the Finance Committee	The Committee deliberated the minutes of the 8th Meeting of the Finance Committee held on 10th September 2002, noted the action taken thereupon and confirmed the minutes.	
2	Licence Fee for occupation of Flats hired by NUJS	During the audit of the Accountant General's Office, it was observed that the faculty and staff occupying flats hired by the NUJS had not been paying licence fee for such occupation over and above rent recovered from them i. e. HRA. The matter was considered by the Executive Council in its meeting dated 26.10.2002 when it was decided that licence fee for occupation of NUJS hired flats would be levied as per the Government of West Bengal rates with retrospective effect from June 2002. On a query made to the Government of West Bengal it transpired that no licence fee is being realized from allottees who joined service on or after December 1989. Those who joined prior to that date pay licence fee at various rates ranging from 6% to 11% of pay depending on their pay scale. Letter sent to Housing Department, evoked no response. For employees of Central Government occupying government, accommodation, payment of licence fee is mandatory on scales according to pay range, type of accommodation and living area. Amount of monthly fee ranges from Rs. 20.00 to Rs. 1274.00. <u>Resolution :</u> The Finance Committee noted that the Executive Council had already decided that licence fees should be recovered from persons occupying NUJS hired flats with effect from June 2002. The Finance Committee recommended that licence fee should be realised at the rate of 5% of the basic pay w.e.f. June 2002.	Regulation framed and approved in E.C dt 29.3.2003 and now being recovered
3	Takeover of HUDCO Loan by Corporation Bank	The proposal to transfer the building construction loan of Rs. 2000 lakhs from HUDCO to Corporation Bank on lesser interest rate and favourable repayment terms had been approved by the Executive Council. The Government of West Bengal agreed to stand	

		guarantee and assured budgetary support to service repayment with interest. In terms of earlier sanction by the Corporation Bank, chargeable rate of interest was 0.50% below PTLR (Prime term lending rate) i.e. 11.75% per annum. Meanwhile HUDCO further reduced its interest rate to 10.75% with effect from December 2002. Corporation Bank has now offered an interest rateof 10.5%. According to revised repayment schedule furnished by HUDCO, total liability of NUJS has been tentatively worked out to Rs. 3824.98 lakhs of which Rs. 197.39 lakhs is the amount of interest up to 2002-2003 i. e. before commencement of repayment. Repayment liability of Rs. 3627.59 lakhs has been spread over from 2003-04 to 2015-16. In the event of liability being discharged ahead of schedule prepayment charge @ 1.00% is leviable as per terms of agreement with HUDCO. Vice-Chancellor has already written to HUDCO Chairman requesting waiver. Repayment to Corporation Bank at the reduced interest rate of 10.50% p.a. (which is tentative and may undergo further downward revision) and spread over the same period of time as HUDCO i. e. between 2003-04 and 2015-16 would aggregate to Rs. 3404.00. However, Corporation Bank has offered flexibility in this regard and optimization of repayment schedule according to requirement of NUJS is permissible without levy of any penalty. It is proposed to schedule the repayment on equated quarterly instalment basis (quarterly instalment will be Rs. 70 lakhs approximately) whereby the liability is known in advance and Government support to the extent can be sought. Resolution : The Finance Committee directed that the letter informing reduction in the rate of interest should be placed before the Executive Council and recommended the matter for approval of the Executive Council.	Placed before the E.C on 9.2.2003 and was approved.
4	Request made by Corporation Bank regarding increased floor area	Initially, half the portion of the first floor of the Bank building was left vacant and it was contemplated that a medical unit could start there. Now with the completion of the building, the medical unit is located suitably and as such no other activity is being planned for this part of the building at present. It was pointed out that since the Bank will have its own security arrangements, this part of the campus will be well guarded should this request be agreed to.	

		Further, with the growth of the University, when each school will have its own account and developmental activities and safety lockers and credit corners will be beneficial to the University community. Resolution : The Finance Committee observed that if the entire area is rented to the bank on the agreed upon terms and conditions, then the loan taken for the purpose of constructing bank building could be repaid in six years instead of ten years. The Committee recommended the matter for approval of the Executive Council.	Placed before E.C. on 29.01.02 2003 2 approved Deed of Agreement being placed.
5	Starting a second kitchen in Ladies Hostel	After the 2003-2004 admission, it is expected that another 100 students will join the University. A large number of them will reside in hostel at NUJS. At present there is only one kitchen in the Men's Hostel which is catering for about 250 inmates boys and girls at deferred times. . The outside capacity of the kitchen is 300 inmates. With the new entrants, this kitchen will not be able to supply food for all the 350 students and, as such, it is necessary to start a new kitchen in the Ladies Hostel. M/s. Congas, who commissioned our first kitchen has agreed to take up the work of the second kitchen at the same rate. It is estimated that the cost for starting the second kitchen at the approved rate will be Rs. 10,00,000.00. (Rupees Ten lakhs) only. Resolution : The Committee recommended that fresh tenders be invited for the purpose.	Placed in E.C. 01.02 2003. Revised decision E.C. decision complied.
6	Installation of Solar Heating System in the NUJS Halls of Residence	The proposal to have solar heating system is built into the hostel project. All pipe lines etc. except the actual instruments, have been laid. The installation of actual instruments were delayed because emphasis of work had to be shifted to the academic building for the inauguration. When the winter in Kolkata is so severe there is a strong pressure from the students to instal solar heating system. M/s. Sigma Steel and Engineers (P) Ltd., 255/11, Bagmari Road, Kolkata, are the sole manufacturers and distributors of the solar instrumentation in Eastern India. They are registered with Ministry of Non-Conventional Energy Sources and West Bengal Renewable Energy Development Agency. They have submitted a quotation for Rs. 5,39,900/- (Rupees Five Lakhs, Thirty-nine thousand, Nine hundred) only for both hostels.	

7

		M/s. Sigma Steel and Engineers are sole manufacturers in Eastern India and registered with both the Central Government and State Government Ministries. Resolution : The Committee recommended that all relevant documents be placed before the Executive Council for taking decision.	Placed & approved in E.C dt 1.2.03
7	To report the Programme for collection of fees etc. for the Session 2003-2004	Following datelines are proposed for collection of fees for the academic session : A. New Batch (First year) Provisional deposit of fees → From 01.04.2003 to 30.04.2003 Prescribed date of withdrawal→ 15.5.2003 Interview → 27.05.2003 to 29.05.2003 Orientation → 31.05.2003 Commencement of Classes → 01.06.2003 (Fee structure circulated along with agenda)) Schedule of refund on withdrawal Withdrawal by — Quantum of refund 15.5.2003 ▶ Entire amount of deposit less Rs. 10,000 26.5.2003 ▶ Entire amount of deposit less Rs.16,000 On or after 27.5.2003 ▶ No refund except refundable deposits i.e. Rs.11,000 B. Existing Students Payment of fees including hostel room rent for the first semester → 1.4.2003 to 1.6.2003 (Fee structure circulated along with agenda) Failure to settle the dues by 1.6.2003 will attract delay fine of Rs. 100 per week or part thereof. Vice-Chancellor may in consideration of expressed difficulty of parents of any student to pay fees on time, condone the delay and allow payment of annual dues in two instalments by such dates as may be prescribed. The fine in such cases will be payable only if the conditions so laid down are not followed. No fee will be realized after the due date without the expressed orders of the Vice-Chancellor. The Vice-Chancellor may be empowered to condone or reduce the fine in appropriate cases. Fees may henceforth be deposited by students directly into Corporation Bank, NUJS Branch, through prescribed challans (circulated along with agenda). This will facilitate instant credit and ease the reconciliation process.	

		Resolution: The Committee noted the proposal with approval.	complied E.C. 1.2.2003 approved
8	PVC Flooring in Library	M/s. Ghosh Bose and Associates had suggested that in order to avoid noise during walking the library should have PVC flooring. They had prayed for sanction of Rs. 200,000/- (Rupees two lakhs) only in addition to what has already been sanctioned for silver grey mosaic flooring. We had asked for the cost details which they have now submitted. Cost per square meter for silver mosaic flooring Rs. 348.39 Cost per square meter for PVC flooring Rs. 360.00 In the meantime the floor area of the Library has been increased. In view of this PVC floor may be avoided in the journal section and book section of the library where reading facilities are not there. Resolution : The Committee forwarded the matter for consideration of the Executive Council	Approved in E.C. for discussion in this F.C.
9	Financial Status of the Construction Project	The construction project is nearing completion. The financial status of the project at present is as follows :- I. SANCTIONED BUDGET ESTIMATE : (As submitted by Architects & Project Management Consultant) Rs. 19,17,00,000.00 NOTE : This estimate did not include Land, Lease, Municipality, WBSEB, Kitchen equipments, Electrical fittings, Furniture, Lift, Solar heating, Computer hardwares, Architects fees, Supervision charges, Service connection charges and Bank building.	

9

II. TENDER VALUE OF THE OPROJECT :

1. Pile foundation work	▸ M/s. Simplex Project Ltd.	→	Rs. 3,34,29,036.00
2. Super Structure work	▸ M/s. Bridge & Roof Ltd.	→	Rs.14,19,13,761.00
3. De-Ironing Plant	▸ M/s. Kothari Sales	→	Rs. 04,68,000.00
4. Kitchen Equipment	▸ M/s. Congas	→	Rs. 10,64,530.00
5. Fire Fighting System	▸ M/s. Damask System	→	Rs. 49,93,123.00
6. Sub-Station	▸ M/s. New Electrical Works	→	Rs. 18,54,945.00
7. Lift	▸ M/s. Otis Elevators	→	Rs. 32,40,000.00
8. Soil Testing	▸ M/s. S. K. Mitra	→	Rs. 63,000.00
9. Bank Building	▸ M/s. Bridge & Roof	→	Rs. 28,33,826.00
	Total	→	Rs.18,98,59,721.00

==========

III. ACTUAL EXPENDITURE INCURRED TILL JANUARY - 2003

A - As per Tender

1. Soil Testing	→ M/s. S. K. Mitra	Rs.	63,063.00
2. Pile Foundation	→ M/s. Simplex Projects	Rs.	3,56,44,295.00
3. Super Structure	→ M/s. Bridge & Roof	Rs.	11,79,08,185.00
4. De-Ironing	→ M/s. Kothari Sales Agency	Rs.	4.68.000.00
5. Kitchen Equipments	→ M/s. Congas	Rs.	9,33,310.00
6. Fire Fighting System	→ M/s. Damask Systems	Rs.	15,51,664.00
7. Lift.	→ M/s. Otis Elevators	Rs.	28,35,000.00
9. Bank Building	→ M/s. Bridge & Roof	Rs.	---

B - MANDATORY PAYMENTS TO GOVERNMENT AND OTHER AGENCIES:

1. land Salami	→	Rs.	28,87,900.00
2. Lease & Registration Cost	→	Rs.	87,000.00
3. WBSEB	→	Rs.	11,26,557.00
4. Bidhannagar Municipality	→	Rs.	1,08,025.00
5. PMC and Architectural fees	→	Rs.	72,07,539.00

C - INFRASTRUCTUAL EXPENDITURE

1. hostel furniture	→	Rs.	12,51,625.00
2. Electrical fittings in Hostels	→	Rs.	7,03,850.00
A+B+C Total		Rs.	17,46,06,401.00

==========

IV. PROJECTED EXPENDITURES

A - COMMITTED

1. Bridge and Roof

(a)	On account payments	Rs.	3,28,00,000.00
(b)	Price variation adjustment	Rs.	25,42,000.00
(c)	Extra items	Rs.	32,69,000.00
2. Otis Elevators →		Rs.	4,05,000.00
3. Damask Systems →		Rs.	34,41,000.00
4. New Electricals →		Rs.	25,000.00
5. Class-room furniture →		Rs.	10,27,000.00
6. Electrical fittings (Academic) →		Rs.	4,00,000.00
7. Second Kitchen (Congas) →		Rs.	10,00,000.00
8. Solar Heating System →		Rs.	5,40,000.00
9. IT Infrastructure Phase-I →		Rs.	60,00,000.00
		(50 Computers, Networking soft ware)	
10. VSNL Connectivity →		Rs.	10,00,000.00
11. Furniture			
(I) Library →		Rs.	20,00,000.00
(II) IT furniture →		Rs.	05,00,000.00
(III) PMC and Architecture →		Rs.	73,00,000.00
Total :		**Rs.**	**6,26,49,000.00**

B - OPTIONAL

(a) Diesel Generator →		Rs.	26,00,000.00
(b) Air Conditioning Phase - I →		Rs.	35,00,000.00
(c) IT Phase - II →		Rs.	24,00,000.00
		(50 Computers + 10 Printers + Software)	
(d) Transformer - II →		Rs.	13,30,000.00
Total →		**Rs.**	**98,30,000.00**

C- DEFERRED

1. landscaping and fountains →		Rs.	35,00,000.00
2. Air Conditioning →		Rs.	35,00,000.00
3. IT Phase - III →		Rs.	12,00,000.00
			(Computers etc.)
4. Auditorium			
(I)Acoustics →		Rs.	50,00,000.00
(II)Furniture & Equipments →		Rs.	15,00,000.00
(III) Audio-Visual →		Rs.	50,00,000.00
(iv) Office furniture & telefax →		Rs.	05,00,000.00
GRAND TOTAL : A+B+C		**Rs.**	**9,26,79,000.00**

We have the following fund for construction :

Loan taken from HUDCO	Rs. 2,00,00,000.00
Received from the Government	Rs. 3,75,00,000.00
Sanction received	Rs. 50,00,000.00
	(Amount Received on 30.1.2003)
Total :	Rs.24,25,00,000.00

We have already spent	Rs. 19,00,00,000.00
We have committed	Rs. 6,00,00,000.00
	Rs. 25,00,00,000.00

The Campus Construction Status in terms of financial may be summaries as follows : --

1. Total Income from Government and HUDCO towards construction - Rs. 24.25 crores
2. Total expenditure incurred and committed towards completion - Rs. 25.25 crores
3. Additional expenditure to be incurred on optional deferred items - Rs. 3 crores

The University has already paid 1.97 crores towards interest on HUDCO loan till date. The repayment of loan with interest starts from 2003-'04) and the liability for the coming year (2003-'04) is of the order of Rs. 4.02 crores.

In view of the above the Finance Committee/Executive Council may consider the impending financial crisis on Government defaulting in its budgetary allotments in coming years and decide :

(a) What items of the optional/deferred works are to be taken up and how finances therefor can be organized.

(b) How to ensure that Government honours the minimum budgetary support to back the loan repayment liability

(c) Other strategies to be pursued so that he University does not fare a situation in which academic work is not impaired and liabilities are honoured in time.

12

		Resolution : The Committee noted the matter and forwarded the same for discussion in the Executive Council.	Placed before E.C. on – 1.2.2013 29.3.2013
10	IT Infrastructure at the NUJS Bhawan	The NUJS Bhawan having been ready for occupation, it is imperative that appropriate IT infrastructure is organized. One of the basic requirements in this direction is to provide adequate computers to the students, the faculty and the staff, with on-line access so as to reap the benefit of advancement of modern technologies, working efficiency, better time management and broadening of the knowledge base. The University has at present 15 stand alone Personal Computers (PCs) operational at various functional units. A conservative projection suggests requirement of 115 number of PCs of which 50 are to be procured at the first phase. Need is also there for support of customized application software to meet various functional needs like managing student information, examination, library automation, e-library etc. Further, the computers are to be connected internally with Internet and finally the system is to be connected with the outside through Internet gateway. Detailed Description : A. Hardware includes PCs, Servers and UPS. The University has been in contact with Indian Statistical Institute, Kolkata, which is organizing import of about 100 compules from overseas manufacturers directly. It was found that configuration of these computers matches well with NUJS requirements. Additionally, we can have their technical expertise without any extra cost. Increase in the volume of purchase also provides added price advantage. The said computers will be covered by comprehensive warranty of three years. B. Software includes SQL2000/Oracle, Windows 2000, Customized application software (on admission, library and accounts) and bar code labeling software (for library). IIIT-K, Trivandrum, with whom NUJS has entered into a Memorandum of Understanding for technical support, has been engaged in customizing the application software. First module on NUJS admission system is being developed now. Subject to satisfactory performance of this module, other softwares will be developed in phases.	

13

11

C. Networking includes cabling, switches, hubs, routers, modem and other electrical components. CMS, Kolkata, has been requested to assess the networking requirements.

D. Internet connectivity includes charges for the port (VSNL/ERNET/BSNL) annual charges for leased line (BSNL), maintenance charges etc. for Leased Line Service. However, the decision on the type of service and the service provider can be taken after March, when Broadband Services are expected to be available. The University is in constant touch with VSNL and ERNET in this regard.

Cost Projections :

A.	Hardwares (PC, Server, UPS) ⇨	Rs.	47 Lakhs
B.	Software (Windows NT, Oracle, Application Software) ⇨	Rs.	6 Lakhs
C.	Physical Networking (Routers, Switches, Hubs, Modem, etc.) ⇨	Rs.	10 Lakhs
D.	Internet Connectivity (through leased line/broadband) ⇨	Rs.	7 Lakhs
	Total : ⇨	Rs.	70 Lakhs

The Committee was further informed that the Computer Division of the Indian Statistical Institute, a Central Government funded institute, has recently floated global tenders for purchase of computers and installation/maintenance of same configuration as NUJS wanted. NUJS sought assistance to be associated with ISI in the negotiation process which the latter agreed. NUJS is likely not only to save the tendering costs but a better deal in price if we buy it along with ISI. The procedure needs approval of the Finance Committee and Executive Council.

Resolution :

The Committee recommended that all papers in this regard be placed before the Executive Council for taking decision.

Placed before E.C. on 1.2.2003 29.3.2003 & thereafter.

14

12

Agenda Item No. 2. **Air-conditioning of the Reading Room Area of the NUJS Library**

It was decided in the 12th Meeting of the Executive Council held on 29.3.2003 that only the Reading Room area of NUJS Library would be air-conditioned. The Council also examined the report submitted by M/s. Gosh, Bose and Associates, PMC, regarding the award of contract and noted that M/s. Voltas was not considered on account of having "out dated" technology while the next higher offer of M/s. Blue Star Ltd. was considered. The Council further noted that M/s. Voltas had expressed their reservation regarding certain procedural aspects of the tendering process and had also justified their technology.

The Council while approving air-conditioning of the library at a cost of Rs. 35 lakhs directed that the University may seek opinion of an independent expert upon the technical aspects put forth by two firms viz. M/s. Voltas Ltd., and M/s. Blue Star Ltd. If M/s. Voltas Ltd. was found to be technically sound for work specified, then they may be awarded the contract for being the lowest bidder, if not M/s. Blue Star Ltd. be given the contract on technical advice, Council requested Mr. Jawahar Sircar to assist in the matter.

Two independent experts had given their opinion one from Jadavpur University and the other from Chief Engineer (Electrical) PWD. The former preferred M/s. Blue Star and the latter M/s. Voltas.

The Finance Committee met informally to assess the opinion of the two experts. There were points put forth in favour of both M/s. Voltas and M/s. Blue Star. In view of the contradictions it was decided that fresh tender be invited. (A detailed discussion note ~~is enclosed in Annexure II-A.~~ was placed in the meeting)

The PMC was directed accordingly. ~~They invited fresh~~ Fresh was invited tender and evaluated. ~~the same~~. Their recommendation/report ~~is placed in Annexure - II B.~~ was placed before the meeting.

Having regard to the financial condition of the construction and after fixing 34 ceiling fans there is no pressing need for air conditioning. The energy bill will also be very high, the finance committee forwarded matter to E.C with a recommendation to defer the matter.

ANNEXURE NO. - II-A

Detailed Report on Air-conditioning of the Library

Direction received from the Executive Council:

1. Air-conditioning the Library alone with provision to future air-conditioning of the auditorium

2. Approved a cost of Rs. 35 lakhs for air-conditioning of the Library

3. Directed the University to seek the opinion of independent expert upon technical aspects put forth by the two firms :

   (a) M/s. Voltas Limited
   (b) M/s. Blue Star Limited

4. If M/s. Voltas is found technically sound, they may be awarded the work being the lowest bidder

5. Mr. Jawahar Sircar to assist the Registrar in obtaining the opinion

Steps taken by the University

Since a suggestion was made in the said Meeting that expertise of Jadavpur University could also be availed, the Registrar of Jadavpur University was requested to suggest a name of an expert. Accordingly, the Registrar, Jadavpur University, nominated Mr. Subir Chakraborty, Deputy Registrar, Jadavpur University, to give his opinion as an expert.

16

Mr. Subir Chakraborty was given all relevant papers. He then requested that he should meet the PMC, representative of M/s. Voltas Ltd., and M/s. Blue Star Ltd., and having perused the papers and having discussed the matter with the persons concerned, Mr. Subir Chakraborty approved the Technology of M/s. Blue Star Ltd.

Another opinion from the Chief Engineer (Electrical) PWD was also sought. Accordingly all papers were sent to the PWD Chief Engineer who gave his opinion in favour of M/s. Voltas Ltd.

In the meanwhile, based upon the discussion before Mr. S. Chakraborty, M/s Blue Star have written a letter dated 25.4.2003 wherein they have explained the break up of :

Annual maintenance Contract	- Rs. 75,000.00 x 4 yrs.	=	Rs. 3,00,000.00
Operating Contract	- Rs. 3,896.00 x 48 months	=	Rs. 1,87,000.00

Discussion and Decision in the Finance Committee Meeting (Informal)

Mr. Subimal Ghosh, PMC, indicated the reasons for their recommendation.

With the software available for computing power rating of any two compressors being used for AC works, the power consumption (IKW/TR) of the two types of compressor was tabulated and presented in the meeting by M/s. Ghosh, Bose and Associates Pvt. Ltd. According to them the SHC had a better power conservation feature than its counterpart.

Further M/s. Ghosh, Bose and Associates Pvt. Ltd. presented the overall price of two competitor firms computed based on the above and loaded accordingly. Blue Star's price was shown to be competitive.

Mr. Jawahar Sircar stated that there has been a procedural mistake. If M/s. Voltas's tender was not in accordance with the specifications mentioned in the tender papers, it might have been rejected at the out set. However, having proceeded this far, perhaps, they cannot be ignored.

Mr. Samar Roy also pointed out several other material defects in the procedure followed in considering both the tenders of M/s. Voltas and M/s. Blue Star. According to Mr. Roy, it would be fair to ask for fresh tenders after indicating clear specifications.

The Treasurer and Chairperson of Finance Committee agreed that in view of the controversy and in order to avoid any possible legal concerns it would be prudent to invite fresh tenders.

17

ANNEXURE- II - B

GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 2282-7152, 2282-1866
2282-7036, 2282-6026
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-2282-6538
GRAM : CITYSCAPE

Ref : GBPL/506 AC/ 429 /03

CONFIDENTIAL

June 9, 2003.

The Registrar
W B National University of Juridical Sciences
NUJS Bhavan
Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Supply, installation, testing & commissioning of Air-conditioning system to Library for the W B National University of Juridical Sciences at Salt Lake City, Kolkata –Tender report.

With reference to your letter No. NUJS/GBPL/Air-Condition/Library/2003 dated 09.05.2003 we forwarded tender documents to the following four firms for resubmission of their offer vide letter No. 506/AC/280 & 283 to 285/2003 all dated 20.05.2003 :

1. M/s. Voltas Limited,
2. M/s. Blue Star Ltd,
3. M/s. Carrier Aircon Ltd,
4. M/s. Amtrex Hitachi Appliances Ltd.

In response, firms under Sl.No. 1, 2, 3 above submitted their offer to your office on 30.05.2003 As per the NIT Cover-I of tenders of the above three firms were opened in presence of your goodself, Shri D Kanunjna – Accounts Officer of NUJS, our Shri S Sarkar, Shri R Kabi & our AC Consultant Shri S K Mukherjee and the representatives of three tenderers excluding M/s. Amtrex who were not present. An opening statement of Cover-I was prepared duly signed by all the officials who were present during opening of Cover-I of tender. One copy of the tender opening statement of Cover-I was retained by NUJS for reference.

After opening of Cover-I it was observed that M/s. Voltas and M/s. Blue Star have fulfilled the tender specifications while M/s. Carrier Aircon informed in their covering letter No CBU/200309-1/AM dated 30.05.2003 that they have submitted their offer on the basis of the equipment manufactured by them which does not match with the specifications of the equipment of tender document. M/s. Amtrex Hitachi informed vide letter No HHLI:AR:NUJS:03:05:022 dated 22.05.2003 that since their product is not matching with the tender specifications they have not submitted any offer.

Considering above it was decided by NUJS in consultation with GBPL that since the equipment offered of M/s. Carrier Aircon does not match with the tender specification, the Cover-II of the tender of the firm will not be opened. Above decision was conveyed to the representative of M/s. Carrier Aircon. Accordingly Cover-II of tender of M/s. Voltas and M/s. Blue Star were opened in presence of all the personnel who were present at the time of opening of Cover-I. An Opening Statement was prepared duly signed by all the officials who were present during opening of Cover-I of tenders, a copy of the same was retained by NUJS for their reference

Tender documents along with covering letters of all the firms were handed over to us for our scrutiny and report. We have checked and scrutinised the tender of the above two firms and prepared the following statements :

1. Value of tender before and after scrutiny – Annexure-I

2. Statement showing the rates quoted by two firms against estimated amount – Annexure-II.

Our observation on the tender are as under .

M/s. Voltas Limited :

The lower offer submitted by M/s. Voltas amounts to Rs.32,03,715.00 (excluding Operation & ARP contract) which is 4.47% (approx) higher than the estimated amount of Rs.30,66,540.00. For Operation and ARP contract the firm have quoted Rs.4,43,220.00. Total offer of the firm comes to Rs.36,46,935.00 (after scrutiny). The firm have offered "BOCK" make semi hermetic compressor which will be imported from Germany. Since the firm have not submitted any catalogue along with their offer of the above compressor we are unable to rate the performance of the chiller unit and power consumption/capacity rating at different parameters. The firm have not indicated a few equipment data mentioned in the tender document vide Page Nos. 78 & 79. Rates quoted by the firm are in general competitive and workable considering present day market rates of materials & labour. As per the NIT the firm was not required to submit any earnest money as they have already submitted the same along with their earlier offer. M/s. Voltas have not stipulated any condition in their covering letter dated 30.05.2003.

M/s. Blue Star Limited :

The higher offer submitted by M/s. Blue Star Ltd amounts to Rs.33,94,500.00 (excluding Operation & ARP contract) which is 5.96% (approx) higher than the lower offer and 10.69% (approx) higher than the sanctioned estimated amount. For Operation & ARP contract the firm have quoted Rs.4,87,008.00. Total offer of the firm comes to Rs.38,81,508.00 (after scrutiny). The compressor offered by the firm is manufactured by them. They have not indicated a few equipment data mentioned in the tender document vide Pages No. 78 & 79. Rates quoted by the firm are in general competitive and workable considering the present day market rates of materials and labour. As per the NIT the firm was not required to submit any earnest money as they have already submitted the same along with their earlier offer. M/s. Blue Star have mentioned certain considerations in their covering letter No. SD/CP/Kolkata/089/02-03 dated 30.05.2003 which are more or less acceptable as per tender provision.

19

Observations :

It would be seen from the above that both the firms M/s. Voltas Ltd and M/s. Blue star Ltd have fulfilled the tender specifications and the offer of M/s. Voltas amounting to Rs.36,46,935.00 is the lower by Rs.2,34,573.00.

Though the financial offer of M/s. Voltas is lower than the only other offer of M/s. Blue Star, we would suggest that before finalisation of decision in this respect, it would desirable to get following clarifications/commitments from M/s. Voltas :

1. Equipment ("BOCK" make compressor) offered by M/s. Voltas is understood new in India and to the best of our knowledge, the performance of the said equipment has not yet been tested under local condition. In absence of the Performance Curves of the equipment (not submitted along with their offer) the power consumption/capacity rating on different parameters are to be obtained from them.

2. Since the equipment is imported one from Germany and it would be assembled in their factory subsequently delivery period is to be specifically ascertained so that the work can be completed within the stipulated time of completion of three months as per NIT and Clause No. 24.1, Page 23 of tender documents. Also M/s.Voltas should indicate the details of their tie-up with "BOCK".

3. Availability of spare parts and essential components e.g. Stator, Jackets, Piston/Piston Rings, Connecting rods and Valve plate assembly etc.

4. Availability of trained technicians to attend to the break-downs of "BOCK" compressor in Kolkata/India.

5. Availability of special tools/jigs and fixtures that will be necessary to service compressor.

6. Voltas to confirm whether the imported equipment can withstand voltage fluctuation normally encountered in Salt Lake area/India.

We would request you kindly to finalise your decision and convey the same to us to enable us to proceed further.

We are returning herewith original copies of tender documents of the two firms along with covering letters of three firms under Sl. No. 1, 2, 3 above and the copy of letter of M/s. Amtrex Hitachi informing that they have not submitted their offer and one copy each of tender opening statement both for Cover-I & II for your kind perusal.

We shall be glad to furnish you with any other informations as may be required in this regard.

Thanking you,

Yours faithfully,
for Ghosh, Bose & Associates Pvt. Ltd.

Managing Director.

Enclo : As above.

20

18

ANNEXURE-I

COMPARATIVE STATEMENT OF QUOTED RATES AND AMOUNT OF THE TWO TENDERERS
FOR INSTALLATION OF AIR CONDITIONING WORK FOR THE LIBRARY
OF WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
AT SALT LAKE, KOLKATA 700 091

Sl. No.	Name of the Tenderer	Before Scrutiny (Rs.)	After Scrutiny (Rs.)
1	M/s. Voltas Limited	36,45,433.00	36,46,935.00
2	M/s. Blue Star Limited	38,81,508.00	38,81,508.00

ANNEXURE-II

COMPARATIVE STATEMENT OF QUOTED RATES AND AMOUNT OF THE TWO TENDERERS
FOR INSTALLATION OF AIR CONDITIONING WORK FOR THE LIBRARY
OF WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
AT SALT LAKE, KOLKATA 700 091

Sl. No.	Description	M/s. Voltas Limited (Rs.)	M/s. Blue Star Limited (Rs.)
1	Plant and Machinery	3,203,715.00	3,394,500.00
2	Operation Contract and ARP Contract	443,220.00	487,008.00
	GRAND TOTAL	3,646,935.00	3,881,508.00

GHOSH BOSE & ASSOCIATES LTD. 10/6/13

ANNEXURE-II

COMPARATIVE STATEMENT OF QUOTED RATES AND AMOUNT OF THE TWO TENDERERS FOR INSTALLATION OF AIR CONDITIONING WORK FOR THE LIBRARY BUILDING OF WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, KOLKATA 700 091

SUMMARY

Sl. No.	Description	As per Estimate (Rs.)	M/s. Voltas Limited (Rs.)	M/s. Blue Star Limited (Rs.)
A.	Equipment	2,191,500.00	2,417,980.00	2,460,068.00
B.	Chilled Water Piping	200,675.00	183,641.00	214,444.00
C.	Air Distribution System	252,525.00	218,615.00	317,829.00
D.	Electrical Cabling	235,500.00	232,085.00	213,065.00
E.	Insulation	161,950.00	129,590.00	140,520.00
F.	Civil Work for A C	24,390.00	21,804.00	48,574.00
	Sub-Total	3,066,540.00	3,203,715.00	3,394,500.00
G.	Plant Operation and Maintenance for Air Conditioning System	NIL	443,220.00	487,008.00
		3,066,540.00	3,646,935.00	3,881,508.00

23

GHOSH BOSE & ASSOCIATES (PVT.) LTD.

ANNEXURE-II.

COMPARATIVE STATEMENT OF QUOTED RATES AND AMOUNT OF THE TWO TENDERERS FOR INSTALLATION OF AIR CONDITIONING WORK OF THE LIBRARY BUILDING FOR THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, KOLKATA 700 091

A. EQUIPMENT

Sl No	Quantity		As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
			Rate	Amount	Rate	Amount	Rate	Amount
1v)	2	Nos	800,000.00	1,600,000.00	909,660.00	1,819,320.00	875,729.00	1,751,458.00
2v)	2	Nos	32,000.00	64,000.00	18,018.00	36,036.00	28,100.00	56,200.00
3vi)	2	Nos	140,000.00	280,000.00	170,646.00	341,292.00	185,205.00	370,410.00
4	1	No.	7,500.00	7,500.00	6,307.00	6,307.00	6,800.00	6,800.00
5	2	Nos	20,000.00	40,000.00	17,570.00	35,140.00	12,150.00	24,300.00
	R.O				22,850.00		13,322.00	
6	2	Nos	3,000.00	6,000.00	2,619.00	5,238.00	4,000.00	8,000.00
7	1	No.	120,000.00	120,000.00	127,288.00	127,288.00	170,000.00	170,000.00
8i)	2	Nos	1,500.00	3,000.00	1,949.00	3,898.00	1,600.00	3,200.00
8ii)	2	Nos	1,500.00	3,000.00	1,376.00	2,752.00	1,600.00	3,200.00
9	1	No.	68,000.00	68,000.00	40,709.00	40,709.00	66,500.00	66,500.00
Total carried over to Summary				2,191,500.00		2,417,980.00		2,460,068.00

24

10/6/03

22

B. PIPING

Sl No	Quantity		As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
			Rate	Amount	Rate	Amount	Rate	Amount
1vi)	30	R.M	800.00	24,000.00	839.00	25,170.00	1,056.00	31,680.00
	R.O				684.00		898.00	
	140	R.M	550.00	77,000.00	566.00	79,240.00	715.00	100,100.00
	30	R.M	400.00	12,000.00	423.00	12,690.00	506.00	15,180.00
	30	R.M	325.00	9,750.00	388.00	11,640.00	400.00	12,000.00
	R.O				278.00		319.00	
2	R.O				315.00		449.00	
	25	R.M	225.00	5,625.00	251.00	6,275.00	310.00	7,750.00
3i)	R.O				3,040.00		2,869.00	
3ii)	4	Nos	2,900.00	11,600.00	2,290.00	9,160.00	1,875.00	7,500.00
3iii)	8	Nos	2,400.00	19,200.00	1,835.00	14,680.00	1,454.00	11,632.00
3iv)	4	Nos	2,000.00	8,000.00	1,618.00	6,472.00	1,258.00	5,032.00
4i)	R.O				2,043.00		2,756.00	
4ii)	2	Nos	2,450.00	4,900.00	1,609.00	3,218.00	1,980.00	3,960.00
5	2	Nos	1,300.00	2,600.00	1,060.00	2,120.00	1,555.00	3,110.00
6i)	R.O				2,931.00		2,270.00	
6ii)	2	Nos	2,400.00	4,800.00	2,214.00	4,428.00	1,476.00	2,952.00
7	2	Nos	750.00	1,500.00	601.00	1,202.00	1,200.00	2,400.00
8	12	Nos	1,100.00	13,200.00	373.00	4,476.00	704.00	8,448.00
9	10	Nos	650.00	6,500.00	287.00	2,870.00	270.00	2,700.00
Total carried over to Summary				200,675.00		183,641.00		214,444.00

25

GHOSH BOSE & ASSOCIATES (PVT.) LTD. 10/6/03

2.3

C. AIR DISTRIBUTION

Sl No	Quantity		As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
			Rate	Amount	Rate	Amount	Rate	Amount
1	200	Sqm	275.00	55,000.00	361.00	72,200.00	402.00	80,400.00
	100	Sqm	375.00	37,500.00	446.00	44,600.00	508.00	50,800.00
	40	Sqm	475.00	19,000.00	669.00	26,760.00	596.00	23,840.00
	R.O				771.00		732 00	
2	4	Sqm	2,200.00	8,800.00	1,061.00	4,244.00	6,267.00	25,068.00
3	3	Sqm	9,000.00	27,000.00	3,488.00	10,464.00	8,892.00	26,676.00
4	6	Sqm	9,000.00	54,000.00	5,241.00	31,446.00	10,115.00	60,690.00
5	5	Sqm	7,500.00	37,500.00	4,227.00	21,135.00	6,829.00	34,145.00
6	0.75	Sqm	8,500.00	6,375.00	1,261.00	946.00	10,000.00	7,500.00
7	10	R.M	735.00	7,350.00	682.00	6,820.00	871.00	8,710.00
Total carried over to Summary				252,525.00		218,615.00		317,829.00

D. ELECTRICAL CABLING

Sl No	Quantity	As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
		Rate	Amount	Rate	Amount	Rate	Amount
1ai)	100 R.M	1,430.00	143,000.00	1,236.00	123,600.00	1,197.00	119,700.00
bi)	25 R.M	430.00	10,750.00	389.00	9,725.00	365.00	9,125.00
ci)	120 R.M	275.00	33,000.00	358.00	42,960.00	327.00	39,240.00
cii)	120 R.M	95.00	11,400.00	117.00	14,040.00	102.00	12,240.00
di)	120 R.M	125.00	15,000.00	141.00	16,920.00	138.00	16,560.00
2i)	120 R.M	100.00	12,000.00	115.00	13,800.00	72.00	8,640.00
2ii)	120 R.M	90.00	10,800.00	92.00	11,040.00	63.00	7,560.00
Total carried over to Summary			235,950.00		232,085.00		213,065.00

GHOSH BOSE & ASSOCIATES P. LTD. 10/6/13

E. INSULATION

Sl No	Quantity	As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
		Rate	Amount	Rate	Amount	Rate	Amount
1	40 Sqm	330.00	13,200.00	344.00	13,760.00	360.00	14,400.00
2	300 Sqm	220.00	66,000.00	206.00	61,800.00	192.00	57,600.00
3i)	30 R.M	500.00	15,000.00	306.00	9,180.00	377.00	11,310.00
3ii)	R.O			271.00		346.00	
3iii)	140 R.M	350.00	49,000.00	237.00	33,180.00	303.00	42,420.00
3iv)	30 R.M	325.00	9,750.00	202.00	6,060.00	258.00	7,740.00
3v)	30 R.M	300.00	9,000.00	187.00	5,610.00	235.00	7,050.00
3vi)	R.O			165.00		212.00	
Total carried over to Summary			161,950.00		129,590.00		140,520.00

GHOSH BOSE & ASSOCIATES (PVT) LTD. 10/6/08

F. CIVIL WORK FOR A C

Sl No	Quantity		As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
			Rate	Amount	Rate	Amount	Rate	Amount
1	4	Cum	3,500.00	14,000.00	1,720.00	6,880.00	5,990.00	23,960.00
2	8	Sqm	130.00	1,040.00	573.00	4,584.00	1,288.00	10,304.00
3	1.5	Cum	2,200.00	3,300.00	2,293.00	3,440.00	3,793.00	5,690.00
4	50	Sqm	90.00	4,500.00	115.00	5,750.00	113.00	5,650.00
5	30	Sqm	25.00	750.00	23.00	690.00	57.00	1,710.00
6	20	Sqm	40.00	800.00	23.00	460.00	63.00	1,260.00
Total carried over to Summary				24,390.00		21,804.00		48,574.00

GHOSH BOSE & ASSOCIATES (INDIA) LTD.
10/1/03

G. PLANT OPERATION AND MAINTENANCE FOR AIR CONDITIONING SYSTEM

Sl No	Quantity	As per Estimate		M/s. Voltas Limited		M/s. Blue Star Limited	
		Rate	Amount	Rate	Amount	Rate	Amount
1	48 C.M			3,500.00	168,000.00	3,896.00	187,008.00
2	P.H			400.00		50.00	
3	4 P.Y			68,805.00	275,220.00	75,000.00	300,000 00
Total carried over to Summary					443,220.00		487,008.00

ANNEXURE- II-B

BLUE STAR

BLUE STAR LIMITED

7, Hare Street,
Kolkata 700 001.
Telephone 22480131, 22481238, 22209277 Fax 91-33-2248
www.bluestarindia.com

Our Ref : SD/CP/Kolkata/089/02-03
June 5th , 2003

The Registrar
The West Bengal National University of
Juridical Sciences (NUJS)
NUJS Bhaban
Section – III
Salt Lake City
Kolkata – 700 098

Dear Madam:

Air-conditioning System of Library for the W.B. National University of Juridical Sciences:

This is further to our letter of even reference dated: 2nd June 2003.

We would like to inform you regarding certain jobs executed by our competitor where they have not been able to complete their contractual obligation to the satisfaction of the owner.

1. **Saha Institute of Nuclear Physics – Salt Lake Kolkata:**

This job was awarded to them in September 2002 with a completion period of 3 months. Total capacity was 90TR. Even after 8 to 9 months of award of contract, this project is far from completion. As per the market information, we understand that the main reasons for this inordinate delay is due to delivery of materials not meeting the specifications and poor engineering quality.

2. **SBI – Kolkata (Local Head Office), 1, Strand Road:**

31

This job was awarded to our competitor way back in 1996/97. Till date they have not been able to complete this job as per the tender specification and satisfaction of the user. We understand that the main reasons for this problem could be, a) they quoted unrealistically low price and could not meet contractual obligations after award of contract b) problems arising out of short term, improper agreement with their foreign principles.

28-A

BLUE STAR LIMITED, KOLKATA

Our competitor used to supply Air cooled chilling machines with Copeland compressors and only recently has discontinued the same due to reasons best known to them. Copeland is still one of the largest manufacturer of semi hermetic reciprocating compressor in the world.

We are aware that Air Conditioning work at NUJS has to be completed within a stiff completion schedule and hence we request you to consider the above facts before taking a final decision.

Thanking you and assuring our best cooperation at all times,

Sincerely yours,

Sujoy Dutta
Air conditioning Projects Div.

32
32

28-B

BLUE STAR

BLUE STAR LIMITED

7, Hare Street,
Kolkata 700 001.
Telephone 22480131, 22481238, 22209277 Fax 91-33-2248[illegible]

www.bluestarindia.com

ANNEXURE - II

Our Ref : SD/CP/Kolkata/089/02-03
2nd June, 2003

The Registrar
West Bengal National University of Juridical Sciences (NUJS)
NUJS Bhaban
Salt Lake City
Kolkata – 700 098

Vice - Chancellor for kind perusal.
F.5/6

Dear Madam:

Air-conditioning System for the Library of W. B. National University of Juridical Sciences (NUJS) at Salt Lake – Kolkata

We refer to the subject project and the tender opening discussions held on 30th May,. 2003. We request you to consider the following before taking a final decision :-

1. ***Credibility of Chilling Machine*** : Our competitor had earlier offered you chilling machine with open type compressor, which was not as per the tender specification due to which the job was re-tendered. At that time they have offered open type machine, since they did not have semi hermetic type chilling machines. You would kindly note that a few months back they were manufacturing chilling machines with Kirloskar copeland semi hermetic compressors, which were suddenly discontinued for reasons best known to them. They have now offered you the chilling machines with "**BOCK**" make semi hermetic compressor, which in our opinion seems to be a very temporary arrangement to comply with the tender specs and some how book the order.

   We doubt whether our competitor has actually installed or commissioned even a single Air-cooled chilling machine with "BOCK" compressor.

2. ***Operation & Maintenance and availability of spare parts*** : Chilling machines are capital equipments and expected to run for at least 20 to 25 years. For any sophisticated patented equipment, critical spares are always manufactured and controlled by the manufacturer. We are manufacturing the semi hermetic compressor as well as spares in our Thane factory for the last 20 years. We are therefore, in a position to guarantee to you long term availability of original spares.

...2..

28-C

In contrast, we doubt what kind of agreement our competitor is having with the compressor manufacturer for supply of spares. We also doubt whether they have any catalogue of the chilling machine with Bock compressor and O&M Manual for the entire chilling machine with this compressor. We request you to kindly check the same.

We hope you would agree with us that the above are minimum pre-requisites for a "**Standard product of proven design**".

3. ***Expertise and competency for handling and servicing the machine*** : With over 200 installations (many of which are actually under our own Maintenance / Supervision) in this region itself, we are fully competent to service our chilling machines including the compressor. Since our competitor does not have even single installation of a chilling machine with Bock compressor – doubts remain how far they will be able to provide you the hassle free services for the smooth functioning of the air-conditioning system in the present as well as future.

We are sure that you will spend some of your valuable time and thoughts on the above points before deciding upon the project partner.

Thanking you and assuring you of our best co-operation at all times.

Sincerely yours

Prateek Dutta Roy
Air Conditioning Projects Division

CC : Mr. Kundu
Ghosh Bose & Associates Pvt. Ltd.
3, Harrington Mansion,
3, Ho Chi Minh Sarani,
Kolkata 700 071

37

28-D

VOLTAS LIMITED 27.6.2003

THE REGISTRAR
THE W B NUJS
KOLKATA
FAX 23357422

Respected Madam,

Sub: Air conditioning for your premises at Salt Lake Kolkata.

With reference to the subject work we would like to bring to your kind notice that we had participated in the Re tender for this Project confirming to all the stipulations laid down in the tender and were the lowest bidder.
We are pleased to confirm further that Bock Compressors have also been installed in India in substantial numbers and a partial list of customers using this Compressor is given below.

Name of Customer	End Customer	Application
1. ABB Kolkata	National Coast Guard	Air Conditioning
2. Aircontrol Pune	Chowgule & Company	Air Conditioning
3. Aircontrol Pune	Goa Shipyard	Air Conditioning
4. BHEL Hardwar		Oil Cooling
5. Werner Finley	Bharat Electronics Machhlipatanam	Air conditioning
6. Supreme Weather	Siris Pharma Vijaywada	Air Conditioning
7. Mak Controls	Defence Applications	Water Chilling
8. Snowman Frozen Foods		
MUMBAI		Air Conditioning
KOLKATA		Air Conditioning
CHENNAI		Air Conditioning
BANGALORE		Air Conditioning
PUNE		Air Conditioning
DELHI		Air Conditioning
9. Voltas	Freshtop Fruits	Air Conditioning

Thanking you,
Yours truly
For Voltas Limited

R. K. Ghosh
Chief Operations Manager

CC Ghosh Bose & Associates Pvt. Limited
8 Harrington Mansion
8 Hochi Minh Sarani Kolkata.

NUJS

From: <surajitbanerjee@voltas.com>
To: NUJS <nujs@cal3.vsnl.net.in>
Sent: Friday, June 13, 2003 10:12 AM
Subject: Re: Air Conditioning for your Premises at Kolkata

Respected Madam,

We had participated in the Re - Tender for Air conditioning work and we were the lowest tenderer , we are very keen to execute this Project for your esteemed Institution and are looking forward for your valued Order.

In case you need any clarification please free to contact us we will be pleased to clarify any queries at the earliest.

SURAJIT BANERJEE
CENTRAL PLANT SALES
VOLTAS LIMITED
GILLANDER HOUSE
8 NETAJI SUBHAS ROAD
KOLKATA 700001

PHONE 033-22209591

Dear Mr. S. Bannerjee,

kindly do not contact me at for any reason before the University Authority has had opportunity to examin the papers.

Sent on 13/6/03

Mrs Chatterjee

6/13/03

Agenda Item No.: 3 **Installation of a lift at NUJS Bhavan**

The 12th Executive Council had approved the installation of one lift at NUJS Bhavan but felt that the estimate was on the higher side. The Council authorised the University to proceed with tender etc. but directed that clear specification regarding capacity of the lift and required technology be given in the tender documents. The Council directed that the matter be routed through the Finance Committee for consideration.

The PMC prepared the draft NIT and the tender documents and also gave explanations and justifications of their estimate. Members of the Finance Committee examined the papers informally and approved them. The PMC thereafter invited the tenders. Their report is given in Annexure - III.

Finance Committee advised that the issues raised by the PMC be looked into and response received be placed ~~for~~ before the E.C. and forwarded the matter to Executive Council for award of contract

37

ANNEXURE - III

GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 2282-7152, 2282-1866
2282-7036, 2282-6026
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-2282-6538
GRAM : CITYSCAPE

Ref : GBPL/506 E/Lift/ 406 /03

CONFIDENTIAL

June 6, 2003

The Registrar
W B National University of Juridical Sciences
NUJS Bhavan
Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Supply, Erection, Testing & Commissioning of 1 No. 13-passenger 1.0 MPS speed lift for Academic Block of the W B National University of Juridical Sciences at Salt Lake, Kolkata – Tender Report.

In response to our letter No. GBPL/506E/Lift/225/2003 dated 12.05.2003 inviting tenders for the above work, the following three firms submitted tenders to the office of your goodself on 22.05.2003 as per the NIT :

1. M/s. I B Ghosh Pvt Ltd
2. M/s. Kone Elevators India Ltd
3. M/s. Otis Elevators Co (I) Ltd

Cover-I of the tenders of above three firms were opened on the same day in presence of your goodself, our Shri N C Kundu and representatives of three tenderers. An Opening Statement of Cover-I was prepared and duly signed by all the persons who were present at the time of opening of tender. One copy of the Opening Statement of Cover-I was retained by NUJS for reference.

After opening of Cover-I it was found that all the firms have submitted requisite earnest money in the form mentioned in the NIT. All the three firms stipulated various conditions in their covering letters which are contrary to the tender conditions.

Accordingly, negotiation had been made in your office with all the three firms separately for withdrawal of their stipulated conditions and also to indicate the financial implications, if any, for withdrawal of their conditions. All the above three firms have withdrawn their stipulated conditions and necessary endorsement have been made by the representatives of all the firms on the body of their covering letters of Cover-I of the tender mentioning that all stipulated conditions are withdrawn.

Based on the above the Cover-II of tenders of all the above three firms were opened in presence of all the officials who were present during opening of Cover-I. An Opening Statement of Cover-II of tender was prepared and duly signed by all the persons present. One copy of the said Opening Statement was retained by NUJS for reference.

After opening of Cover-II it was observed that all the 3 firms have not quoted their rate item-wise as mentioned in the BOQ instead they have offered total price for the above work. All the three firms were advised to submit the item-wise cost break-up of their offer. All the three firms informed that it would not be possible for them to indicate rate for items No. 1, 2 & 3. However, they agreed to submit their rates separately for item No.4 i.e. Automatic Rescue Device (ARD).

As per the decision finalised with NUJS all the three firms were advised to submit their rate for item No.4 mentioned above and to indicate the amount of Excise Duty considered in their offer by 24.05.03 positively.

All the tender documents of the three firms along with their letters and opening statement of Cover-I & Cover-II were handed over to us by NUJS for our scrutiny and report. Earnest money submitted by the firms were retained by the NUJS. Subsequently letters of the following three firms were sent by NUJS to us for our consideration for the purpose of evaluation of tender.

1. M/s. I B Ghosh Pvt Ltd letter No. NL/42/361/397 dated 23.05.2003.
2. M/s. Kone Elevators India Ltd letters No. KOL/KEI/05/2003-198 dated 24.05.2003 & No. KOL/KEI/05/2003-198 dated 02.06.2003.
3. M/s. Otis Elevators Co (I) Ltd letter No. 52N2182C/AD/AVP dated 23.05.2003.

It is observed from the above letters that –

(a) M/s. I B Ghosh have indicated the amount of Excise Duty as Rs.49,500.00 and rate for item No. 4 i.e. ARD as Rs.98,000.00.

(b) M/s. Kone Elevators have indicated Excise Duty @ 16% on the material cost and the rate for item No.4 i.e. ARD as Rs.55,000.00.

(c) M/s. Otis Elevators mentioned the amount of Excise Duty as Rs.35,000.00 and the rate for item No.4 i.e. ARD as Rs.1,33,000.00.

Based on the above, we have checked and scrutinised the tenders and have prepared a Comparative Statement indicating therein tender amount quoted by the firms vis-à-vis the sanctioned estimated amount vide Annexure-1. We give below the status of the three firms on the basis of the total offer and Excise Duty :

Sl. No.	Name of the firms	Amount as per tender (Rs)	Excise Duty (Rs)	Amount excluding Excise Duty (Rs)	A R D (Rs)	Amt excluding Excise Duty & ARD (Rs)
1.	M/s. I B Ghosh Pvt Ltd	9,90,000.00	49,500.00	9,40,500.00	98,000.00	8,42,500.00
2.	M/s. Kone Elevators India Ltd	11,45,000.00	16% of material cost	In absence of material cost amount could not be worked out	55,000.00	In absence of material cost amount could not be worked out
3.	M/s. Otis Elevators Co (I) Ltd	13,40,000.00	35,000.00	13,05,000.00	1,43,000.00	11,62,000.00

Our observation on the tender are as under :

M/s. I B Ghosh (L1) :

The offer of M/s. I B Ghosh amounting to Rs.9,90,000.00 inclusive of Excise Duty is the lowest and is 23.85% (approx) lower than the sanctioned amount of Rs.13,00,000.00. The firm have submitted requisite EMD as per the NIT and have accepted all terms & conditions of the tender. The offer of the firm is technically suitable.

M/s. Kone Elevators India Ltd (L2)

The next higher tender submitted the firm amounts to Rs.11,45,000.00 inclusive Excise Duty which is 11.92% (approx) lower than the sanctioned estimated amount and 15.66% (approx) higher than the lowest offer. The firm have submitted requisite EMD as per the NIT and have accepted all terms & conditions of the tender. The offer of the firm is technically suitable.

M/s. Otis Elevators Co (I) Ltd (L3)

The highest offer submitted by M/s. Otis Elevators Co (I) Ltd amounts to Rs.13,40,000.00 inclusive of Excise Duty which is 35.35% (approx) higher than the lowest offer and 3.08% (approx) higher than the sanctioned estimated amount. The firm have submitted requisite EMD as per the NIT and have accepted all terms & conditions of the tender. The offer of the firm is technically suitable.

Observations :

From the above it would be seen that the tender submitted by all the three firms are unconditional and status has been indicated above. It would also be seen that two firms have quoted below the estimated amount put to tender i.e. 23.85% & 11.92% and the 3rd firm have quoted 3.07% above the sanctioned estimate.

3.08%

We would state that out of above three firms, M/s. Otis have worked with us for various projects in the past and performance of their installation was found satisfactory. Other two firms M/s. I B Ghosh and M/s. Kone have not worked with us for any important building till date. As such we have no experience about performance of their installations.

However, before finalisation of tender it would be desirable that some of the lifts installed in important building by M/s. I B Ghosh and M/s. Kone be inspected to verify their performance.

We would mention that since M/s. Otis have already supplied and erected lifts (4 Nos) in the Hostel Blocks, from the maintenance point of view their offer may be looked into.

On the basis of the above, NUJS now may finalise their selection of contractors for the above work. However, negotiation may be made with the selected firm to explore the possibility of reduction, if any, against quoted amount of the offer submitted by the firms selected by NUJS.

We are returning herewith the original tender documents along with covering letters of all the three firms handed over to us and one copy each of the opening statements of Cover-I & Cover-II for your kind perusal.

We would request you to kindly finalise your decision and advise us to enable us to proceed further.

Thanking you,

Yours faithfully,
for Ghosh, Bose & Associates Pvt Ltd,

Managing Director.

Enclo : As above.

/nks.

ANNEXURE - III

GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 2282-7152, 2282-1866
2282-7036, 2282-6026
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-2282-6538
GRAM : CITYSCAPE

Ref : GBPL/506 E/Lift/ 406 /03

CONFIDENTIAL

June 6, 2003

The Registrar
W B National University of Juridical Sciences
NUJS Bhavan
Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Supply, Erection, Testing & Commissioning of 1 No. 13-passenger 1.0 MPS speed lift for Academic Block of the W B National University of Juridical Sciences at Salt Lake, Kolkata – Tender Report.

In response to our letter No. GBPL/506E/Lift/225/2003 dated 12.05.2003 inviting tenders for the above work, the following three firms submitted tenders to the office of your goodself on 22.05.2003 as per the NIT :

1. M/s. I B Ghosh Pvt Ltd
2. M/s. Kone Elevators India Ltd
3. M/s. Otis Elevators Co (I) Ltd

Cover-I of the tenders of above three firms were opened on the same day in presence of your goodself, our Shri N C Kundu and representatives of three tenderers. An Opening Statement of Cover-I was prepared and duly signed by all the persons who were present at the time of opening of tender. One copy of the Opening Statement of Cover-I was retained by NUJS for reference.

After opening of Cover-I it was found that all the firms have submitted requisite earnest money in the form mentioned in the NIT. All the three firms stipulated various conditions in their covering letters which are contrary to the tender conditions.

Accordingly, negotiation had been made in your office with all the three firms separately for withdrawal of their stipulated conditions and also to indicate the financial implications, if any, for withdrawal of their conditions. All the above three firms have withdrawn their stipulated conditions and necessary endorsement have been made by the representatives of all the firms on the body of their covering letters of Cover-I of the tender mentioning that all stipulated conditions are withdrawn.

Based on the above the Cover-II of tenders of all the above three firms were opened in presence of all the officials who were present during opening of Cover-I. An Opening Statement of Cover-II of tender was prepared and duly signed by all the persons present. One copy of the said Opening Statement was retained by NUJS for reference.

After opening of Cover-II it was observed that all the 3 firms have not quoted their rate item-wise as mentioned in the BOQ instead they have offered total price for the above work. All the three firms were advised to submit the item-wise cost break-up of their offer. All the three firms informed that it would not be possible for them to indicate rate for items No. 1, 2 & 3. However, they agreed to submit their rates separately for item No.4 i.e. Automatic Rescue Device (ARD).

As per the decision finalised with NUJS all the three firms were advised to submit their rate for item No.4 mentioned above and to indicate the amount of Excise Duty considered in their offer by 24.05.03 positively.

M/s. Otis Elevators Co (I) Ltd (L3)

The highest offer submitted by M/s. Otis Elevators Co (I) Ltd amounts to Rs.13,40,000.00 inclusive of Excise Duty which is 35.35% (approx) higher than the lowest offer and 3.08% (approx) higher than the sanctioned estimated amount. The firm have submitted requisite EMD as per the NIT and have accepted all terms & conditions of the tender. The offer of the firm is technically suitable.

Observations :

From the above it would be seen that the tender submitted by all the three firms are unconditional and status has been indicated above. It would also be seen that two firms have quoted below the estimated amount put to tender i.e. 23.85% & 11.92% and the 3rd firm have quoted 3.07% above the sanctioned estimate.

We would state that out of above three firms, M/s. Otis have worked with us for various projects in the past and performance of their installation was found satisfactory. Other two firms M/s. I B Ghosh and M/s. Kone have not worked with us for any important building till date. As such we have no experience about performance of their installations.

However, before finalisation of tender it would be desirable that some of the lifts installed in important building by M/s. I B Ghosh and M/s. Kone be inspected to verify their performance.

We would mention that since M/s. Otis have already supplied and erected lifts (4 Nos) in the Hostel Blocks, from the maintenance point of view their offer may be looked into.

On the basis of the above, NUJS now may finalise their selection of contractors for the above work. However, negotiation may be made with the selected firm to explore the possibility of reduction, if any, against quoted amount of the offer submitted by the firms selected by NUJS.

We are returning herewith the original tender documents along with covering letters of all the three firms handed over to us and one copy each of the opening statements of Cover-I & Cover-II for your kind perusal.

We would request you to kindly finalise your decision and advise us to enable us to proceed further.

Thanking you,

Yours faithfully,
for Ghosh, Bose & Associates Pvt Ltd,

Managing Director.

Enclo : As above.

Agenda Item No. 4 **Library Furniture**

The 12th Meeting of the Executive Council had directed that the matter should be routed through the Finance Committee and directed that open tenders be called for procuring library furniture and tender reports be placed before the Executive Council for approval.

Tenders were invited by public notification in the newspaper on 26.04.2003. Eight tenders were received in response. Three firms had submitted tenders valid in all respect. One firm, which furnished the earnest money, did not furnish the turnover details and others did not furnish the earnest money and put forth various conditions.

The members of the Finance Committee considered the matter informally. They approved M/S. D. H. Industries's quote for supply of reading room chairs and tables and M/S. Associated steel for chairs (their bid for chairs being at par with M/S. D. H. Industries) for being the lowest bidder. Regarding library racks, the members recalled that that samples provided by other firms were not up to the mark and the Executive Council had been of the opinion that book racks should be procured from Godrej. The University has been using racks manufactured by Godrej. Moreover, Godrej enjoyed "product preferred status" with the Govt. of W. B. and there would not be any bar in giving the contract to Godrej. Further law books being very heavy, sturdy, well-aligned racks were necessary and recommended that contract for supply of library racks might be given to Godrej. work orders have been issued to respective firms to meet the student demand in the library.

Put up before the Finance Committee.

& Forwarded to E.C. with approval.

Agenda Item No.5 **Installation of EPABX**

The Executive Council in its 12th Meeting approved the proposal to purchase the EPABX but recommended that opinion of an independent expert be sought regarding the technology and requested Mr. Jawahar Sircar to help in the matter. Further, the Council directed that the matter be placed before the Finance Committee after obtaining expert opinion.

Accordingly, The Registrar wrote to Mr. Jawahar Sircar requesting him to kindly recommend an expert. Mr. Sircar responded by recommending the name of Mr. Sujit Nath, Additional Chief Engineer (Electrical), Govt of West Bengal, Writer's Building. University immediately contacted Mr. S. Nath and sought his opinion in the matter. Mr. Nath sent a list of specifications as mandatory feature for any EAPBX. There was no indication regarding cost. The University requested Mr. Nath to indicate the cost that might be involved. Mr. Nath opined that there may not be any cost variations due to his suggestions.

In the absence of any clear indication regarding financial involvement, it was decided that fresh tenders be called. The NIT and Tenders Papers are to be prepared in consultation with the Chief Engineer (Electrical) office with clear indications of the technical specifications required.

The Chief Engineer (Electrical) was contacted who advised that the firms already contacted may be called for a fresh discussion as per guidelines already provided by him and fresh quotations may be put up for consideration of the Finance Committee.

Under the circumstances discussion with the firms have been carried out and the report is given in Annexure - IV.

44

Forwarded to E.C. with recommendation for Tasdent.

21.

ANNEXURE IV

REPORT ON THE CONSULTATION WITH THE VENDORS FOR INSTALLATION OF EPABX

As directed by the Registrar vide a note dated 20.5.2003 to the Chairman, Purchase Committee and Convenor, Infrastructure Development Committee, vendors which had submitted their proposals initially were called upon and the requirement of the University was discussed with them. All of them were told to quote for 72 Normal (Analog) Extensions, 8 P&T Lines, MDF Crone, 72 Key Operator Console and Voice Mail.

After consultation with the Registrar, it was found that currently university requires 72 extensions, and 8 P&T lines. In addition a Voice Mail System is also required, as most of the time, faculties are either in the class or in the library and thus in the process losing vital information. The digital extensions that have been quoted is mandatory as all the operator consoles are of digital type, and thus must be connected with the EPABX exchange through a digital line. The vendors were asked to quote for 54 handsets, as currently the university has 18 sets, thus fulfilling the requirement of 72 extensions.

Vendors were also asked to quote for cards for Analog as well as P&T ports, as the same may be required in the future in order to provide additional extensions. One may add here that an additional expenditure of Rs. 7000 may be required in order to purchase battery for back up.

A summary of the price quoted is attached at page B

As directed by Mr. S Nath, all the vendors were asked to complete the form regarding the features of the system, which is attached in page G. Details of the breakup for all the quotations is provided in pages C-F.

The offer by M/s Tascent Telecom, a business partner of M/s Tata Telecom is the lowest, with or without considering the Comprehensive Annual Maintenance Cost. The product they are offering, namely Tata Aria 300, is considered suitable for the present requirements of the University. This product is sold only through the channel partners, M/s Tascent Telecom and they have submitted a certificate from M/s Tata telecom in this regard.

Serial No.	Name of the Vendor/Company	Model No. of EPABX	Specification of EPABX, MDF Crone, Telephone Set and Operator Console	Voice mail, specification and price	Total GrossPrice of the Instruments	Buy Back offer (INR)	Net Price (INR Equivalent) *	Installation Charges	Delivery Time	Warranty	Comprehensive AMC	Total cost including AMC till 4th Year	Remarks
1A	M/s HCL Infosystem Ltd	Ericsson Business Phone 250	8 P&T, 4 ISDN, 8 Digital, 76 Analog Extension Operator Console, Krone MDF, Beetel 802	04 port, 1 hour storage	$4499 (INR 210553.2) + INR 32,500 = INR 243053.2	None	INR 2,43,053.2	FREE	4-6 Weeks after LC opening	1 Year	Not Quoted	Not calculable	Additional Commisioning Charge of 2.5% to HCL Infosystems Limited, 02 Digital Phone free
1B	M/s HCL Infosystem Ltd	Ericsson Business Phone 250	8 P&T, 4 ISDN, 8 Digital, 76 Analog Extension Operator Console, Krone MDF, Beetel 802	04 port, 1 hour storage	INR 257099.4	INR 20,000	INR 257099.4	FREE	20 Days	01 Year	8% of system value = INR 20567.952	INR 3,18,803	
2	M/s Tascent Telecom	Tata Telecom Aria 300	8 P&T + Digital, 72 [illegible] Operator Console with 78 Keys, MDF Crone, Beetel 802	04 Port, 5 hours storage	Break up not provided		INR 2,33,600	FREE	1-2 Weeks	2 Years	5% of the Order Value	INR 2,56,960	
3	M/s Talbros Technologies	Tata Telecom Aria 300	08 P&T Lines, 06 Digital, 72 Analog, MDF Krone, Beetel 802, 78 Key Operator Console	04 Port, 5 hours storage	INR 2,62,800	INR 12,500	INR 2,50,300	Free	1-2 Weeks	One Year	9% of the equipment value=INR 16,200	INR 2,98,900	
4	M/s Siemens	Siemens Hipath 3000	08 P&T, 72 Analog, 08 Digital Extension, MDF Crone Siemens 802, 72 Key Operator Console	04 Port, ?? Hours Storage	INR 263222.4	INR 10,000	INR 2,53,222.4	INR 5000	4-6 Weeks	One Year	Not Quoted	Not calculable	For Class-1 Communication earthing INR 8,000 extra
5	M/s Electronic Systems	Siemens Hipath 5750	08 P&T, 72 Analog, 08 Digital Extension, MDF Crone, Beetel 802, 72 Keys Operator Console	04 Port, 8 Hours Storage, Combined Offer	INR 2,71,000	INR 15,000	INR 2,56,000 + WB Sales Tax and SC (= INR 2,70,720)	FREE	Within 15 Days	One Year	8% of the billing amount per annum (= INR 21,657.6 per annum)	INR 3,35,693	

* 1US$ = INR 46.80, 1 EURO = INR 55.33, Source Economic Times, 14.6.2003

Company Name: HCL Infosystems Limited, Office Automation Division, 8/1A Little Russel Street, Kolkata—700071, Phone: 2282 1720-2 [Contact Person: Mr. Santanu Mukherjee, 98303 32835]

Offer No. & Date	Make and Specification	Price (in $)	Remarks
HCLOA/CAL/ SM/BP/NCJS/ 03-04/25 dated 09th June 2003	Ericsson, advanced digital, ISDN ready, DECT ready, VoIP ready EPABX system [Model: Business Phone 250], 08 P&T Lines, 04 ISDN Lines, 08 Digital Extension Lines, 76 Normal Extension Lines, 04 Port Voice Mail System, 04 Port Voice Guidance System, 01 Hour Storage Capacity	$ 3508	No Mention of AMC, for $ quote 2.5% of the system value as commissioning charges to M/s HCL Infosystems Limited; Freight, Forwarding and Handling charges extra. Customs duty not included due to DSIR exemption. No mention of sales tax on items quoted in INR
	Krone Type Main Distribution Frame	INR 5500	
	Digital Operator Console	$ 168	
	Buyback of Existing System	Not Offered	
	Electronic Push Button Telephone @ INR500 x 54	INR 27,000	
OFFER 1	Voice Mail (with 1 Hour Storage)	$ 823	
	Total	$ 4499 + INR 32,500	
	Equivalent INR @ 46.80/$ *	INR 243053.2	
HCLOA/CAL/ SM/BP/NCJS/ 03-04/25 dated 13th June, 2003	Ericsson, advanced digital, ISDN ready, DECT ready, VoIP ready EPABX system [Model: Business Phone 250] 08 P&T Lines, 04 ISDN Lines, 08 Digital Extension Lines, 76 Normal Extension Lines, 04 Port Voice Mail System, 04 Port Voice Guidance System, 01 Hour Storage Capacity	INR 2,00,620	AMC 8% of the system value Earthing to be provided by the University
	MDF Krone	INR 5500	
	Operator Console	INR 10,000 ???	
	Electronic Push Button Telephone @ INR500 x 54 ???	INR 27,000	
OFFER 2	Gross Total	INR 243120	
	Buyback of existing system	INR 20,000	
	Net Price	INR 2,23,120 + 5.75% WBST = INR 257099.4	

Company Name: Tascent Telecom Pvt. Ltd, 2C Manjula Towers, 32 Hazra Road, Kolkata 700029 Phone: 2474-3965/4392 [Contact Person: Mr. S Goswamy]

Offer No. & Date	Make and Specification	Price (in INR)	Remarks
Offer with reference to the earlier offer on 13.1.03, dated 06-06-2003, subsequent offers dated 10th June, 2003, dated 12th June, 2003 and 13th June 2003	TATA Telecom's Digital ISDN EPABX Model ARIA 300 08 P&T Lines, 06 Digital Extension Lines, 72 Normal Extension Lines, 04 Port Voice Mail System		Warranty for 2 years and for 3rd and 4th year the AMC will be 5% of the order value The Offer is inclusive of sales tax
	Operator Console 78 DS		
	Buyback of Existing System		
	Electronic Push Button Telephone Beetel 802 54 No.		
	Installation and Commissioning		
	Special Bundle Price (F.O.R.) for above 5 items Total	INR 1,78,100	
	MDF Krone	INR 3,500	
	Voice Mail (with 5 Hour Storage) (Integrated)	INR 52,000	
	Net total for the System	INR 2,33,600	
	Optional Items: 04 Circuit P & T Card	INR 10,000	
	12 Circuit digital extension card	INR 15,000	
	12 Circuit normal extension card	INR 21,000	

Company Name: Tascent Telecom Pvt. Ltd, 2C Manjula Towers, 32 Hazra Road, Kolkata 700029 Phone: 2474-3965/4392 [Contact Person: Mr. S Goswamy]

Offer No. & Date	Make and Specification	Price (in INR)	Remarks
Offer with reference to the earlier offer on 13.1.03, dated 06-06-2003, subsequent offers dated 10th June, 2003, dated 12th June, 2003 and 13th June 2003	TATA Telecom's Digital ISDN EPABX Model ARIA 300 08 P&T Lines, 06 Digital Extension Lines, 72 Normal Extension Lines, 04 Port Voice Mail System		Warranty for 2 years and for 3rd and 4th year the AMC will be 5% of the order value The Offer is inclusive of sales tax
	Operator Console 78 DS		
	Buyback of Existing System		
	Electronic Push Button Telephone Beetel 802 54 No.		
	Installation and Commissioning		
	Special Bundle Price (F.O.R.) for above 5 items Total	INR 1,78,100	
	MDF Krone	INR 3,500	
	Voice Mail (with 5 Hour Storage) (Integrated)	INR 52,000	
	Net total for the System	INR 2,33,600	
	Optional Items: 04 Circuit P & T Card	INR 10,000	
	12 Circuit digital extension card	INR 15,000	
	12 Circuit normal extension card	INR 21,000	

Company Name: Siemens, 43 Shanti Palli, Rashbehari connector, Kolkata 700042 Phone: 2442-1146 Contact Person: Mr. S Chatterjee , 98311 75234]

Offer No. & Date	Make and Specification	Price (in EURO)	Remarks
	Siemens HiPath 3000 08 P&T Lines, 08 Digital Extension Lines, 72 Analog Extension Lines	Euro 2780	Not quoted for AMC
	Operator Console	EURO 175	
	MDF (Krone Type)	INR 5,000	
	Electronic Push Button Telephone Simens 802 @ INR 450 x 54	INR 24,300	
	Voice Mail (04 Port with ? Hour Storage) (Integrated)	INR 65,000	
	Total	EURO 2955 + [INR 94,300 + WBST @ 5.75%)] = INR 99,722.25	
	Equivalent INR Price	INR 263222.4 *	
	Buyback of Existing System	INR 10,000	
	Net Price	INR 253222.4	
	Installation and Commissioning	INR 5,000	
	Optional Items: Battery Backup maintenance free type of 4 Hours	INR 10,000	
	08 Circuit P & T Card	INR 23,000	
	12 Circuit normal extension card	INR 24,000	

Name of the Company: Electronic Systems, 10 Middleton Row, D Block, 2nd Floor, Kolkata 700 071 [Contact Person: Mr. Dutta Gupta, 98300 85335]

Offer No. & Date	Make and Specification	Price	Remarks
ES/DG/2003-4/167 dated 11th June, 2003	Siemens HiPath 3750 08 P&T Lines, 08 Digital Extension Lines, 72 Analog Extension Lines	INR 271000	WB Sales Tax and SC Extra AMC 8% of the billing amount for next three years
	Operator Console	Inclusive above	
	MDF (Krone Type)	Inclusive above	
	Electronic Push Button Telephone Beetel 802	Inclusive above	
	Embedded Voice Mail (04 Port and 8 Hour Storage)	Inclusive above	
	Buyback of Existing System	(-) INR 15000	
	Installation and Commissioning	FREE	
	Total	INR 2,56,000	

* 1USS = INR 46.80, 1 EURO = INR 55.33, Source: *Economic Times*, 14.6.2003

ANNEXURE- IV

Serial No.	Feature	HCL Ericsson Business Phone 250	Tata Aria 300	Siemens Hipath 3000
1	Modular extentability upto 200 extension lines + at least 8 digital +.... Analog ****	Available, 300 extension	Available, 300 extension	Available
2	Simultaneous voice/data/image transmission capability over standard single pair cable	Available	Available	Available
3	ISDN Interfacing	Available	Available, with additional hardware	Available, with additional hardware
4	DISA and DOSA	Available	Available	Available
5	IP-Telephony	Available	Available	Available
6	Integrated voice mailing	Available	Available, with additional hardware	Available, with additional hardware
7	Bi-directional 04/08/16 channel VoIP	Available	Available	Available with item 5 above
8	All standard feature of 100% non-blocking architecture	Available	Available	Available
9	Executive overriding	Available	Available	Available
10	STD-Password Facility	Available	Available	Available
11	Call forwarding and diversion	Available	Available	Available
12	Remote maintenance and remote central software updating facility	Avaialble, built in	Available, with additional modem	Available, with additional modem
13	Minimum 6 way conferencing--all conferencing	Avaialble, built in	Avaialble, built in	Avaialble upto 5 party
14	Integrated digital cordless mobile telephony	Available, with additional hardware	Available, with additional hardware	Available, with additional hardware
15	Fax extension	Available	Available	Available
16	Integrated SMF Battery set with rectifier/ Charging circuit for minimum 4 hour complete back up	Available, with additional hardware	Available	Available for 2 hours
17	Auduble Visula Alarm in case of Mains Facilure	Available	Available	Available
18	Abbreviated dialing on selected numbers	Upto 800	Upto 500	Available
19	LCD Display for called extension status and standard CLI feature	Available	Available	Available
20	Fully non-attendant mode	Available	Available	Available
21	Self Diagonistics	Available	Available	Available
22	Buy back offer of existing set	Mentioned in offer 2	Mentioned	Mentioned
	***** Additional Cards are to be purchased, price of which vary from INR 8000-10000			

Agenda Item No. 6 **IT Infrastructure at NUJS Bhavan**

The Executive Council in its 12th Meeting directed that the Infrastructure Development Committee should visit the Department of Information Technology of Government of West Bengal once again for finalising the process of I. T. Infrastructure installation in the University. The Hon'ble law minister was requested to help in this regard.

As per the advise of the Hon'ble Minister for Law and Justice, the members met Mr. D. P. Patra, I.T. Secretary, Ms. Nandini Chakraborty, Joint Secretary and Mr. Sumit Mutsuddi, Executive Director (T & BD) WEBEL. Mr. Patra directed Mr. Mutsuddi to help. NUJS in identification of their need/requirement. M/S.WEBEL nominated Mr. Sumit Bhattacharya, who visited the site. A report was sent by M/S. WEBEL indicating the specifications that would suit the requirement of the University, which had no indication of the finance involved. On a Special request by NUJS unofficial rates of about 86.42 lakhs was put forward.

The members, after going through all details informally, unanimously recommended for a Global Tender.

They further recommended that M/S. WEBEL and Mr. C. L. M. Reddy, Technical Director, National Informatics Centre, [A-Block, CGO Complex, Lodhi Road, New Delhi -110 003] may be contacted.

52

The Infrastructure Development Committee has contacted both Mr. C. L. M. Reddy and Mr. U. P. Ganguly. A report regarding this is placed in Annexure - V.

Forwarded to Executive Council

42

24th June 2003

NOTE TO THE REGISTRAR

Infrastructure Development Committee was advised to get in touch with NIC and to get their opinion about I.T. infrastructure at NUJS. Accordingly Infrastructure Development Committee has made communications with Dr. Subir Roy, Senior Technical Director, NIC through Mr. U.P. Ganguly, Special Secretary, Judicial Department, Government of ~~India~~ W.B. Dr. Subir Roy was reminded about the urgency of the matter but unfortunately till 24th of June 2003. Infrastructure Development Committee has not received opinion from Dr. Roy. However, on 24th June over telephone assured Mr. Anirban Mazumder that he would be sending the opinion by 25th of July. In this connection Infrastructure Development Committee regrets to inform that as on 24th June 2003, it would not be possible for the committee to prepare the background material for the agenda paper of the forthcoming Finance Committee meeting.

(Nandan Nawn)

(Anirban Mazumder)

53

42-A

30 June 2003

NOTE TO THE REGISTRAR

Infrastructure Development Committee has not received any opinion from Mr. Subir Roy of NIC till today, i.e. 30th June 2003. It was supposed to come here on 25th June.

Anirban Mazumder

Anirban Mazumder

Agenda Item No. 7 **Campus Maintenance Services**

University is required to make arrangements for maintenance of campus. The total area that needs maintenance is as follows:

Men's Hostel	→	7950 sq. mtrs
Ladies Hostel	→	4217 sq. mtrs
NUJS Bhavan	→	15668 sq. mtrs
Total Area	→	27,845 sq. mtrs

Actual area of maintenance → **Total Area (-) 20 % = 22,276 sq, mtrs**

Maintenance includes:

- House Keeping ⇨ sweeping, mopping, dusting, cleaning, polishing etc.
- Security ⇨ Patrolling of armed and unarmed security guards checking of visitors, manning gates.
- Pest Control ⇨ Control of insects and rodents through spraying and fumigation.
- Civil, electrical and electronic maintenance
  (this is not out sourced. Technical Assistants with the help of helpers do this work)

The present contract has been extended from 31.03.2003 to 31.07.2003.

The notice inviting tender for House Keeping, Pest control and Security was published on 11.03.2003 and sold through the Corporation Bank, National University of Juridical Sciences Branch at Rs. 1000.00 (Rupees one thousand) only each. The last date for receipt and opening of duly completed tenders was 20.03.2003. The response received for each of the above services is as follows:

A. Security Services

i)	Number of Tender Received	:	10 Number of Valid and Complete
	Tenders with Tax Registration	:	04
	Number of invalid tenders (No Minimum wage adherence)	:	06

55

43

ii) Estimated requirements of guards : Gunmen - 2

Non-Gunmen - 8

iii) Tender Report:

* Service Tax = @ 5%

Sl. No	Name of the Firms	Rate / pm		Ex-Service personnel deployment
		Gunmen	Non-Gunmen	
1	Safe Security and Allied Services	RS. 3523.00	Rs. 2,973.00	Yes
2	Bengal Security Guards Pvt Ltd	Rs. 4336.00	Rs. 3,530.00	Yes
3	Inter State Security Agency	Rs. 3840.00	Rs. 3,640.00	No
4	Security and Investigation Bureau	Rs. 4448.00	Rs. 3,880.00	No

The lowest bidder is Safe Security and Allied Services.

B. Pest Control

Security : ~~Annually, 3,72000/=~~
Gunmen Rs 3523 X 2 = 7,046
Non gunmen Rs 2973 X 8 = 23,784
Monthly out go = Rs 30,830/=
Annual out go = Rs 3,69,960/=
say 3.7 lakhs

i) Number of tenders received : 06
Number of valid tenders : 03
Number of invalid tenders : 03
(Without Pest Control registration)

ii) Interval of spraying ⟶ Once in a fortnight Recommended.

iii) Tender Report:

Sl No.	Name of the firm	Rate per year
1.	M/S. S. K. Ghosh and Associates	Rs. 44,364.00
2.	M/S. Scientific Pest control	Rs. 84,850.00
3.	M/S. Pest Control Corporation	Rs. 1,43,000.00

The lowest bidder is M/S. S. K. Ghosh and Associates. Annual : 44,364.00

C. House keeping Services

i) Number of tenders received : 13
Number of valid tenders : 10
Number of invalid tenders : 03
(Without trade licence and other documents)

ii) Frequency of cleaning : Daily with necessary number of times.

56

44

NUJS : 10750
Hostel (M) 5100
Hostel (L) 2800
Total 18,650 sq. mts. × Rs 4.10 = 76,465.00 per month.
76,465 × 12 = 9,17,580 per year.

Sweeping area = 18000 sqm
Mopping, polishing - 4000 sqm

iii) Tender Report:

Budget for campus maintenance = Rs 15 lakhs.
out source maintenance = Rs 13 lakhs
for civil, electrical mtns = Rs 2 lakhs.

Sl. No.	Name of the firm	Rate/mt 2/p.m Rs/mt²/p.m		Remarks
		Mechanised	Manual	
1.	M/S. Jana Enterprises	-	Rs. 0.16	Too low, unrealistic very small
2.	M/S. DCM Vigilance & Maintenance	-	Rs. 1.38	No reputed client base.
3.	M/S. Creative Parks and Gardens	-	Rs. 1.42	
4.	M/S. S. D. Enterprise	-	Rs. 2.00	No reputed client base.
5.	M/S. Raj Enterprise	-	Rs. 2.39	Lacks necessary infrastructure
6.	M/S. commando Division	-	Rs. 2.69	Work on subcontract
7.	M/S. Raja Services	-	Rs. 3.01	Lacks infrastructure
8.	M/S. Security and Investigation Bureau	Rs. 4.63	Rs. 3.00	Good client base reputed firm
9.	M/S. Atithi Abasan	Rs. 4.10	Rs. 3.76	
10.	M/S. Radhakrishna Hospitality Services	-	Rs. 18.00	Vary high

University had mentioned in the tender papers that due to the large area of cleaning required within a time bound period mechanised cleaning will be preferred. Only two firms had offered mechanised cleaning among whom M/S. Atithi Abasan is the lowest bidder and is presently on extended contract with NUJS for house keeping. Among the others bid of M/S. Jana Enterprise is found to be too low and unrealistic and that of M/S. Radhakrishna Hospitality Services too high and unrealistic. The next lowest bidder M/S. DCM Vigilance & Maintenance services have not given any reputed client base. M/S. Creative Parks and Gardens are a small company employing about 55 persons and their largest premises is about 10,000 mts. M/S. Atithi Abasan is a small organisation presently working in National University of Juridical Sciences. M/S. Security and Investigation Bureau has experience in working in large premises and employs about 7000 persons.

The matter was presented to the 12th Executive Council and the Council approved the outsourcing of maintenance services of the University and authorised the Vice-chancellor to award the contract accordingly in view of the expiry of the existing arrangements on 31st March 2003.

The Vice-Chancellor thought it prudent that the existing arrangement be continued till 31.07.2003 and the matter may be presented before the Executive Council through the Finance Committee.

57

45

Agenda Item No.8 **Laying of PVC flooring in the reading room of NUJS Library.**

Direction of the Executive Council: (11th Meeting held on 1.2.2003) The council approved the laying of PVC floor in the reading area of the library only, at the proposed rate of Rs. 360 sq. mts.

Quotations invited : Quotations were invited on 27.03.2003. Four firms responded: -

1. M/S. Bhor Industries Ltd.
2. M/S. Arm strong world Industries.
3. M/S. Krishna Venyls.
4. M/S. Enkey Corporations.

Manufacturers - M/S. Bhor Industries Ltd. ▶ Dist ▶ Wonder decor (Wrote a letter authorizing wonder décor to represent it)

M/S. Krishna Venyls. ▶ Dist ▶ Enkey Corporation (Wrote a letter authorizing Enkey Corporation to represent it)

Lowest Bidder ——▶ M/S. Enkey Corporation - Rs. 2,47,500.00

The members informally recommended M/S. Enkey Corporation for being the lowest bidder.

Put up before the Finance Committee for recommendation to Executive Council.

Recom.

58

46

Agenda Item No. 9 Refund of temporary electricity connection charges by WBSEB. Matter arising from 7th Meeting Of the Finance Committee held on 14.06.2003

A sum of Rs. 1,67,511.00 was deposited with WBSEB for providing temporary electricity connection in NUJS Campus as the ringmain cable required for permanent connection was not available when the Halls of residents were being occupied. However, having been able to procure a ringmain cable at the last moment, the temporary connection was not required. Since then repeated requests were made for the return of the sum so paid.

On 21.04.2003, a cheque for a sum of Rs. 1,34,747.00 was received from WBSEB as refund on account of the temporary connection and was credited in the University account. WBSEB has given a break up of accounts for the difference of Rs. 32,747.00 which is given in **Annexure - VI** .

Noted

59

47

ANNEXURE-VI

West Bengal State Electricity Board

Office of the
Superintending Engineer,
Bidhannagar(D)Circle
Block-AA/26,Kolkata-64.

No. SE/BNDC/T-5/ 275

Dated: 3.5.03

DISTRIBUTION WING

To
The Accounts Officer,
The West Bengal National University
of Judicial Sciences,
Block-LB,Plot- 12,Sec-III,
Salt Lake.

Sub:- Refund of service connection charges for an amount of Rs.1,34,747/- only against bulk power supply at 11 KV to your premises at Block-LB,Plot-12, Sector-III,Salt Lake.

Ref:- Your letter No.MUJS/WBSEB/SEC/2003/1 dated 22.4.2003.

Dear Sir,

With reference to above please note that for effecting bulk power supply to your above premises it was proposed that the connection can only be effected by installing one series trip metering switchgear with an out-door 4 pole arrangement. The site was mobilised and the work was just started when the availability of R.M.U. was confirmed. As such, work was immediately started and R.M.U. was installed accordingly to normal scheme, by that time. You have deposited the addition service connection charges for temporary arrangement for an amount of Rs.1,67,511/- only, out of which a portion of work i.e, Rs.32,764/- has already been incurred and balance refund of Rs.1,34,747/- only has been recommended. The details of the refund is furnished below:

i)	Additional S/C Charges deposited for temporary arrangement	Rs. 1,67,511.00
ii)	60 Mtr. of 11 KV, 3x95 Sq.mm XLPE U.G. Cable was utilised from the additional amount.	(-) Rs. 50,538.00
iii)	2 Nos.11KV Termination end Joint was not required as per original work order.	(+) Rs. 17,774.00
	Total amount to be refunded -	Rs. 1,34,747.00

This is for your information and necessary action please.

Yours faithfully,
3/5/03
(P S Basu)
Dy. Chief Engineer
Bidhannagar(Dist)Circle

60

49

WBSEB

Annexure - VI

No: NUJS/WBSEB/SCC/2003/1

22 April 2003

To,
Shri S. P. Basu,
Dy Chief Engineer,
West Bengal State Electricity Board,
Block AA 26,
Kolkata – 700 064.

Sub: Refund of service connection charges for an amount of Rs. 1,34,747/- only against bulk power supply at 11 KV to your premises at Block - LB, Plot - 12, Sector - III, Salt Lake.

Ref: Your letter no SE/BNDC/Bulk 257/3852 dated 24.03.2003.

Sir,

I am to invite a reference to your letter no SE/BNDC/T – 5/489 dated 30.05.2002.on the above subject and to state that the NUJS had deposited a sum of Rs.1, 67,511.00 vide your receipt no OR/D/97/053151 dated 01.06.2002 for providing temporary connection as the permanent connection had not been forthcoming at that point of time. Subsequently, however, no temporary arrangement was necessary and WBSEB could kindly install permanent connection on time.

On our request to refund the deposit, WBSEB has refunded Rs. 1, 34,747.00 vide cheque no 449438 dated 31.03.03, receipt of which is hereby acknowledged vide receipt no 5318 21.04.2003. We understand that a further sum of Rs. 32,747.00 (Rs. 1, 76,511.00 – Rs 1, 34,747.00) is due from your end.

I shall be grateful if you kindly take appropriate action to refund the balance amount.

Thanking You,

Yours Faithfully,

Accounts Officer

22/4

49

Annexure -

Finance committee Meeting

West Bengal State Electricity Board

Office of the
Superintending Engineer,
Bidhannagar(D)Circle,
Block-AA/26,Kolkata-64.

No.SE/BNDC/Bulk-257/ 3852

DISTRIBUTION WING

Dated:

To
Professor Gangotri Chakraborty,Registrar,
The W.B. National University of Judicial Sciences,
'Arannya Bhaban',LB Block,Plot 12,Sector-III,
Salt Lake, Kolkata- 700098.

Sub:- Refund of service connection charges for an amount of Rs.1,34,747/- only against bulk power supply at 11 KV to your premises at Block-LB,Plot-12, Sector-III, Salt Lake.

Ref:- Your letter nos :-

i) NUJS/WBSEB/Campus/2002 dt. 23rd June'2002.

ii) NUJS/WBSEB/Campus/2002 dt. 13th August'2002.

Dear Madam,

With reference to above we are pleased to intimate you that your proposal for refund of service connection charges for an amount Rs.1,34,747/- only has duly been approved by the Board.

In view of above, we have forwarded the same to our Head Quarter for necessary approval of fund. Immediately after getting the fund the same will be handed over to you.

This is for your information please.

Yours faithfully,

24/3/03

(P S Basu)
Dy.Chief Engineer
Bidhannagar(D) Circle

62

N. Alam

① original is Electrical connection file

② xerox copy for Finance committee

③ xerox copy for Executive Council

2/4/2003.

50

WBSEB

Agenda Item No. 10 — Payment of non scheduled item - Pine wood shelves.

When the hostel was being considered for taking over in May 2002, M/S. Bridge and Roof insisted that in order to ensure quick progress of the work they wanted the wardrobes in the first three floors to be fitted with Pine wood shelves. NUJS did not agree to this proposition. Eventually, PMC advised that in order to complete the work within stipulated time Pine wood shelf could be fitted with an additional financial involvement of Rs. 80,000.00 (approximately) beyond the cost of pre-cast RCC shelves and they stated that this extra cost could be set off against the savings of the accepted tender value of the project. In the following progress review meeting held at site on 18.06.03 NUJS reiterated its stand that no extra payment beyond the cost of the pre-cast RCC slab will be paid for the Pine wood shelves. M/S. Bridge and Roof did not agree with the proposal and NUJS disagreed to consider any further.

Bridge and Roof have now submitted a bill for Rs. 67,449.00 with the recommendation of the PMC as non-scheduled item of work-done which was turned down by NUJS.

Bridge and Roof have again appealed through PMC for payment of this sum. The relevant papers are in **Annexure - VII.**

Approved in principle after making negotiations

ANNEXURE – VII

GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 2282-7152, 2282-1000
2282-7030, 2282-0020
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-2282-0538
GRAM : CITYSCAPE

Ref GBPL/506/498 /03

June 17, 2003.

The Registrar
W B National University of Juridical Sciences
NUJS Bhavan
Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Construction of the W B National University of Juridical Sciences at Salt Lake City, Kolkata – Pyne Wood Shelves.

Please refer to your letter No. NUJS/GBPL/Payment/PWS/2003 dated 17.05.2003 requesting us to provide you a few informations in respect of our recommendation made in our letter No. GBPL/506/240/2003 dated 14.05.2003. As desired, we give below the clarifications against points mentioned in your letter under reference :

1. Inadvertently we considered the accepted tender rate for Item No. C6, Page No.195 instead of Item No. C4, Page No.195. Considering above additional financial involvement for Pyne Wood Shelves would be Rs.94,234.00 instead of Rs.67,449.00

2. Regarding savings from which the above amount can be met, we are enclosing Annexures I & II showing therein the total budgetary estimate approved by NUJS from time to time and expected expenditure to be made for completion of the above project for the works already awarded to contractor and work order yet to be placed.

3. There will be savings of Rs.56.88 lakh (Rs.2,257.08 lakh - Rs.2,200.20 lakh).

4. On the basis of the statement provided in Annexures I & II we would mention that till date the expected expenditure of the project is within the budgetary estimate approved by NUJS from time to time.

64

We hope this would clarify the matter and we would request you kindly to convey your approval on the above to enable us to advise the contractor accordingly.

Thanking you,

Yours faithfully,
for Ghosh, Bose & Associates Pvt. Ltd.

Managing Director.

Enclo: As above.

mk.

ANNEXURE-I

CONSTRUCTION OF THE W B NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, KOLKATA 700 098

BUDGETARY COST APPROVED BY NUJS

Sl. No.	Description	Letter Reference & date	Amount (Rs. in Lakh)
1.	Original Estimate		1,978.00
2.	Pile Foundation Work	Ref : GBPL/506/818/2001 dt.06.03.2001	18.12
3.	Fire Fighting work	NUJS/GBPL/FFS/Tend/2002/01 dt.26.02.2002	19.22
4.	Steel Reinforcement & concrete work	GBPL/506/780/2002 dt.19.06.2002	36.00
5.	Better finish of Academic Building	GBPL/506/976/02 dt.21.03.02 & NUJS/GBPL/Construction/Better Finish/2002 dt.26.12.2002	38.30
6.	Toilet floor of Hostel Blocks	GBPL/506/589/02 dt.11.02.02 & NUJS/GBPL/Const/Toilet flooring/2002 dt.12.02.02	2.75
7.	Roof Treatment	GBPL/506/411/03 dt.28.01.2003	19.00
8.	Solar Water Heating System	NUJS/HOSTEL/SOLAR HEATER/2002/01 dt.02.11.2002 & GBPL/506/689/03 dt.04.03.03	5.43
9.	Class Room Furniture	NUJS/Classroom/Furniture/Desk & Chair/2002/01 dt.02.12.02	11.93
10.	PVC Flooring	GBPL/506/411/03 dt.28.01.2003 & NUJS/GBPL/Bldg-Const/2003 dt.04.02.03	2.70
11.	Kitchen Equipment		
(a)	Gents Hostel	NUJS/Hostel/Kitchen Equipment/Congas/2002-01 dt.08.04.02	10.65
(b)	Ladies Hostel	GBPL/506/495/2003 dt.07.02.03 & NUJS/GBPL/Bldg-Const/2003 dt.08.02.03	6.69
12.	Aircondtion of Library	NUJS/GBPL/Bldg-Const/2003 dt.04.02.03 & GBPL/506/500/2003 dt.07.02.03	32.17
13.	13-passenger lift in Institute Bldg	GBPL/506/728/03 dt.11.03.03 & NUJS/GBPL/Inst/Lift/Academic/2003 dt.09.05.03	16.01
14.	Transformer	GBPL/506E(Sub-Stn)/588/02 dt.03.06.03 & NUJS letter dt.12.04.03	13.30
15.	Trunking at IT Zone (Library)	GBPL/506/827/03 dt.24.03.03 & NUJS letter dated 12.04.03	0.98
16.	Bank Building	GBPL/506/019/02 dt.10.12.02	20.33
17.	Extra items of work		25.50
	Total		2,257.08

GHOSH BOSE & ASSOCIATES (P) LTD.

ANNEXURE-II

CONSTRUCTION OF THE W B NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, KOLKATA 700 098

Expected Expenditure

Sl No.	Description		Amount (Rs in lakh)	Amount (Rs in lakh)	Remarks
1	Soil Testing (M/s. S K Mitra & Associates		0.64		Final Bill settled
2	Pile Foundation work (M/s. Simplex Projects Ltd		356.44		Final Bill settled
3.	Superstructure & Services [M/s. Bridge & Roof Co (I) Ltd]		1,569.69		Work in progress
4.	De-Ironing Plant (M/s. Kothari Sales Agency)		4.68		Final Bill settled
5.	Kitchen Equipment (M/s. CongasFood Service Equipment Pvt Ltd)				
(i)	Gents Hostel	10.39			Final Bill settled
(ii)	Ladies Hostel	6.56	16.95		Work completed
6	HT Substation (Part-I) (M/s. New Electric Works)		18.38		Work completed
7	Fire Fighting (M/s. Damask Systems)		49.93		Work in progress
8.	Solar Water Heater (M/s. Sigma Steel Engg Pvt Ltd)		5.43		Work completed
9	Landscaping (M/s. Ananda Bhavan)		0.10		Work completed
10	Class Room Furniture (M/s. Olefin Office Systems)		9.98		Final Bill settled
11	Lift Hostel [M/s. Otis Elevators Co (I) Ltd]		32.40		Final Bill settled
12	Fans & Light fittings		40.38		NUJS to check
13	HT Substation (Part-II) (M/s. New Electric Works)		11.25	2,116.25	
Work Order yet to be issued					
1	13-Passenger Lift		16.01		
2.	Airconditioning of Library		32.17		
3.	PVC flooring		2.70	50.88	
Work not to be executed at present - NUJS letter dated 12.04.03					
1	Fountain		3.40		
2	DG Set		24.77		
3	Landscaping		4.90	33.07	
				2,200.20	

66

54

ANNEXURE - VII

GHOSH, BOSE & ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 2282-7152, 2282-1866
2282-7036, 2282-6026
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-2282-6538
GRAM : CITYSCAPE

THIS LETTER HAS BEEN FAXED TO YOU AND IS NOW SENT FOR CONFIRMATION / RECORD

Ref : GBPL/506/ 246 /2003

May 14, 2003.

The Registrar
W B National University of Juridical Sciences
NUJS Bhavan
Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Construction of the W B National University of Juridical Sciences at Salt Lake City, Kolkata 700 098 – Payment against non-schedule item no. 2 i.e. Pyne wood shelves

Please refer to the letter no. B&R/NUJS/5741/2/873 dated 30.04.2003 of M/s. Bridge & Roof Co. (India) Ltd. addressed to us with a copy to you.

We would inform you that as per the decision finalised with NUJS, M/s. B&R were advised to provide Pyne wood shelves in the cup-board from 1st to 3rd floor of both the hostel block. On the basis of above, we informed NUJS vide letter no. GBPL/506/598/02 dated 12.02.2002 that there will be additional financial involvement of Rs. 80,000.00 (approx) for Pyne wood shelves beyond the cost of pre-cast R.C.C shelves and the same can be met from the savings of the accepted tender value of the project. Subsequently NUJS informed in the progress review meeting held at site on 18.06.02 that no additional payment will be made for Pyne wood shelf and the payment will be made at the quoted rate of pre-cast RCC slab available in the accepted tender. B&R did not agree to the above and requested for payment for providing Pyne wood shelf vide para 6 of the record notes of discussion forwarded under cover of our letter no. GBPL/506/782/02 dated 19.06.2002.

We would further mention that on the basis of the actual quantity of Pyne wood shelf executed at site total financial involvement would be Rs. 1,47,600.00 at the rate recommended by us for your approval. Details are as under :

Gents Hostel	125 sqm @ Rs. 720.00/sqm	=	Rs.	90,000.00
Ladies Hostel	80 sqm @ Rs. 720.00/sqm	=	Rs.	57,600.00
			Rs.	**1,47,600.00**

Cost for providing RCC shelf at the accepted tender rate of B&R works out to Rs. 80,151.00 i.e. 205 sqm @ Rs. 370.98/sqm.

As such additional financial involvement for providing Pyne wood shelf works out to Rs. 67,449.00 and would inform you that the said amount can be met from the savings of the accepted tender of the project.

Considering above we would request you to kindly look into the matter once again and convey your decision in this regard to enable us to advice B&R accordingly.

Thanking you,

Yours faithfully,
For Ghosh Bose & Associates Pvt. Ltd.

Managing Director.

/na.

Annexure - VII

No: NUJS/GBPL/Payment/PWS/2003 17 May 2003

The Chairman
M/S. Ghosh Bose and Associates Pvt. Ltd.
8, Harrington Mansion
8, Hochi Minh Sarani
Kolkata- 700 071

Sub: Payment against non-schedule item no: 2 in pine wood shelves
Ref: your letter GBPL/506/246/2003 dated may14, 2003.

Sir,

This is with respect to your letter and subject matter cited above. In order to carry the issue forward for placing before the concerned authority the following information is necessary:

1. How is the accepted tender rate arrived at of RCC slab arrived at ? Specific tender item may kindly be indicated.

2. Against which savings can this expenditure be set off ? Is there a gross/item wise savings in the project ?

While on the subject, may I also request you for the following information ?

1. What are the savings made in the project vis - a - vis tender agreement.

2. Are we overshooting the tender value of the project ?

All these information are necessary before the matter is taken before the higher authority.

I would deeply appreciate if you arrange to furnish these information to me at your earliest.

68

Kind Regards

Yours Faithfully,
Gangotri Chakraborty
Prof. Gangotri Chakraborty

56

Annexure- VII

NUJS/GBPL/Const./wd.shlv./2002 **12 February 2002**

Fax: 282-6538

Mr. Subimal Ghosh
Managing Director
M/S. Ghosh, Bose & Associates Pvt. Ltd.
8, Harrington Mansion
8, Hochi Minh Sarani
Kolkata- 700 071

Sub: Shelves in the wardrobe.

Dear Mr. Ghosh,

Thank you for your letter No: GBPL/506/588/02 dated 11.02.2002. We accept your recommendations of solid pinewood plank shelf in the wardrobe only for G+3 levels of the buildings. However, no extra cost can be permitted from this end. You may undertake the work subject to condition that the extra cost is absorbed within the project itself.

With warm regards,

Yours sincerely,

Prof. Gangotri Chakraborty

Vice - Chancellor for information

12/2/2002

12/2

69

11

5

GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ARCHITECTS
ENGINEERS
TOWN PLANNERS
ENVIRONMENTALISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 282-7152, 282-1806
282-7030 282-6020
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-282-6038
GRAM : CITYSCAPE

FAX : 335 7422

Ref : GBPL/506/588 /02

February 11, 2002.

The Registrar
W B National University of
Juridical Sciences
Aranya Bhavan (1st & 2nd floor)
10A, Block-LA, Sector-III, Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Pile Foundation for the W B National University of Juridical Sciences at Salt Lake, Kolkata – General Building Works – Shelves in Wardrobe.

Further to our letter No. GBPL/506/574/2002 dated 07.02.2002 addressed to B&R with a copy to you informing that RCC shelves are to be provided in the wardrobe of the Hostel Blocks, we would inform you that B&R approached us that to keep their commitments i.e. to accommodate 250 students by end May, 02 it would not be possible for them to complete the work (G + 3) floors of the Hostel Blocks by providing RCC shelves since lot of chase cutting & rectification work are to be carried out which are causing hindrance to progress of plastering, flooring & finishing work. Alternatively they have suggested to allow them to provide solid timber plank shelves of the three floors (1st to 3rd floor) of both Hostel Blocks where brick work of wardrobe had already been completed prior decision of providing shelves in wardrobes. We have re-examined the prayer of the contractor and we would propose that 40 mm thick Pine wood plank may be fitted instead of RCC shelves in the wardrobes in first to third floor of both the Hostel Blocks. In the meantime we have advised the contractor to prepare sample of one wardrobe with Pyne wood shelves for inspection.

Considering all aspects and since NUJS desire to occupy the building by end of May, 02, we would suggest that solid Pine wood plank shelves may be provided in the wardrobes in first to third floors for your approval. For providing above solid timber plank shelves there will be an additional cost of Rs.80,000.00 (approx). Decision in this respect is required to be finalized at the earliest so that the contractor can proceed with other associated works immediately.

Thanking you,

Yours faithfully,
for Ghosh, Bose & Associates Pvt. Ltd.

Managing Director.

/nks.

58

Agenda Item No.11 **Payment to M/S. Indian Packers and Movers**

Quotations were invited from packers and movers for shifting the University from Aranya Bhavan to NUJS Bhavan. Lowest quotation was offered by M/S. Indian Packers and Movers at Rs.1,30,330.00. They did the shifting in two phases. This also included resetting of the furniture's and equipments in designated rooms.

They raised a bill for Rs. 1,25,765.00. The University deducted a sum of Rs. 8500/- and paid Rs. 1,17,265.00 on 31.03.2003. The deduction was made because M/S. Indian Packers and movers did not dismantle and realign the library racks which they had assured they would do. The work was done by M/S. Himalux who was paid this sum.

M/S. Indian Packers and movers have made an appeal that they had shifted some additional furniture and store materials, office partitions, broken furniture, which was not shown to them earlier and kept in the back stairs. They have requested that in view of the above the sum of Rs. 8500.00 deducted from their bill be paid and an additional Rs. 9975/- may also be paid. Thus they have now raised a bill for Rs. 18,475/-

Facts about shifting the University from Aranya Bhavan to NUJS Bhavan was reported to 12th Executive Council Meeing on 29.03.2003. The Executive Council noted the action already taken with an observation that the matter should have been routed through the Finance Committee.

Approval is sought for payment of Rs. 18,475.00 beyond the sum of Rs. 1,17,265.00 which was paid on 31.03.2003 even then it will exceed the initial quotation of Rs. 1,30,330.00 by Rs. 5,410.00 only. Relevant papers are in Annexure - VIII.

Deduct the expenditure incurred for assemblage of shelves and pay the rest

71

59

Annexure- VIII

SHIFTING OF NUJS FROM
ARANYA BHAVAN TO NUJS BHAVAN.

M/s Indian Packers and Movers were engaged for shifting the University from Aranya Bhavan to NUJS Bhavan. The assignment was approved on the 6th March 2003 with the stipulation that since the expenditure exceeds one lac, the matter to be reported to the Executive Council. Accordingly, the matter has been placed before the proposed E.C on 29.03.2003.

(Margin: in regard to the direction of E.C — 28/3)

The shifting process started on the 7th March and was completed on the 15th March 2003. The job was satisfactorily completed.

M/s Indian Packers and Movers have submitted their bills. They have also submitted an additional bill for Rs 9975/- as the volume of work was much more than anticipated.

(Margin: not stipulated in the W.O. — 28/3)

The total claim Rs. 1.25.765=00
Rs. (9.975=00)
Rs. 1,35,740=00

(Rupees one lac thirty five thousand seven hundred forty only)

Submitted for consideration

[signature]
27.03.2003

Accounts Officer
Direction of the E.C. was obtained for the payment in the meeting of 29.3.2003 (A.I. No. 7). The contractual amount was Rs 125,765. Since the firm could not dismantle and refix library racks as per contract, the work was separately done on payment of Rs 8500. M/s Packers & Movers may, therefore, be paid Rs 1,17,265 (Rs 1,25,765 - Rs 8500).
[signature] 30.3.03

Registrar
May kindly approve.
[signature] 30/3/2003

Vice-Chancellor
[signature] 31/3

Annexure - VIII

INDIAN PACKERS & MOVERS

PROFESSIONAL PACKERS AND WORLDWIDE DOOR TO DOOR
MOVERS OF HOUSEHOLD GOODS AND MACHINERY ETC.

6/6, A. J. C. BOSE ROAD ● KOLKATA-700 017 ● (INDIA) ● PHONE : 247-7488

Ref. No. IPM/AD/0199/2003-04

Date 05/05/2003.

A.D

Kindly will you look into this? They had quoted for 2 floors only. They claimed 3 floors and extra partition furniture etc.
7.9.5.2003.

9.5.2003

To,
The Registrar,
The W.B. National University of Juridical Science,
NUJS Bhavan,
12 LB Block, Sector - III
Salt Lake City,
Kolkata – 700 098.

Attn: Dr. Gangotri Chakraborty.

Sub: - Additional Bill No:- 0161/2002-2003 Dt. 25/03/2003 for Rs. 9,975/- for additional work excluding the job mentioned in our quotation.

Respected Madam,

With due respect we would like to inform you that during the period of our work from 07/03/2003 to 15/03/2003. Some additional work cropped up.

You are aware as per advice of Mr. A. K. Majumder. We have completed your additional work also satisfactory, which was not shown to us at the time of final survey and which is also not included in our estimated amount of Rs. 1,25,765/- under Estimate No.:- IPM/QUO/0385/2002-2003 dt.:04/03/2003.

In view of the above fact we would request you to please arrange to issue us the cheque for Rs. 9,975/- as stated in our additional bill No.: - 0161/2002-2003,dt.: 25/03/2003.

We shall be greatful to you for your sympathetic and favorable action in the matter since we shall face heavy loss in the said work for which we have incurred expenses towards the additional work.

Thanking you in anticipation and oblige.

Yours faithfully,
For INDIAN PACKERS & MOVERS

MANAGER

73

Website : indian-packersmovers.8m.com
E-Mail : asd@cal3.vsnl.net.in

6

Annexure – VIII

INDIAN PACKERS & MOVERS

PROFESSIONAL PACKERS AND WORLDWIDE DOOR TO DOOR MOVERS OF HOUSEHOLD GOODS AND MACHINERY ETC.

6/6, A. J. C. BOSE ROAD ● KOLKATA-700 017 ● (INDIA) ● PHONE : 247-7488

Ref. No. IPM/AD/0197/2003-04

Date 05/05/2003.

A.O
They had quoted Rs 1, 25, 765 for 2 floors & they have in addition shifted the partitions and extra furnitures store in the back stairs. As I recall we were satisfied with their performance. would you please look into this ?
A.O

To,
The Registrar,
The W.B. National University of Juridical Science,
NUJS Bhavan,
12 LB Block, Sector - III
Salt Lake City,
Kolkata – 700 098.

Kind Attn: Dr. Gangotri Chakraborty.

Re. A.K. Majumdar.

Re:- Shifting of office furniture fixtures, computers, Library from " Aranya Bhawan to above address (NUJS Bhawan)

Sub: - Additional Bill No:- 0161/2002-2003 dt. 25/03/2003 for Rs. 9,975/- for additional work excluding the job mentioned in our quotation.

Respected Madam,

We are thankful to you for your valued order please to us vide your letter No.: NUJS/Reg/Univ-Shifting/2003-01 dt.: 06.03.2003 in accordance to our Estimate No.: IPM/ QUO/0385/2002-2003 dt.: 04.03.2003 for Rs. 1,25,765/-.

On the basis of your work satisfaction note dt. 15/03/2003 of your officer, we have submitted our Bill No.: 0160/2002-2003 dt. 17/03/2003 for Rs. 1,25,765/- as per our Estimate.

Accordingly we were honoured by your valued cheque bearing No. 134259 dt. 31/03/2003 for Rs. 1,17,265/- under cover of your cheque letter No.:NUJS/Accts/IPM/Shift/3/2003 dt.: 02/04/2003.

In this connection we would request you to please arrange to send us the cheque for the Balance amount of Rs. 8,500/- which is due with you till date.

So, we request your immediate compliance in the matter will be highly appreciated.

74

Thank you in anticipation and oblige.

Yours faithfully,
For INDIAN PACKERS & MOVERS

MANAGER

ANNEXURE-VIII

SHIFTING OF NUJS FROM ARANYA BHAVAN TO NUJS BHAVAN.

Shifting to NUJS Bhavan was completed as scheduled during March 2003.

The job was entrusted to M/s Indian Packers and Movers. Their bill of Rs 1.26.765.00 was paid on 31.3.03 for Rs 1.17.265/-, recording a sum of Rs 8500/-. The amount payable is mainly on account of lifting racks which was paid to M/s Himalaya.

M/s Indian Packers and Movers have represented to reconsider the matter and make payment for the amount which is only deducted from their bill.

They have further stated that they had to shift some additional furniture which were not shown to them earlier and which were kept in the back stairs. Some store rooms were also not shown.

The total amount for the claim comes to Rs 18.475.00 (Rs 9975 + Rs 8500). The representation of M/s IPM Movers contains facts which requires relook and consideration. The performance of the firm was quite satisfactory.

Submitted for consideration.

24/5/03

Accts officer

Facts about shifting of NUJS office to NUJS Bhawan was reported to E.C. on 29.3.2003 meeting (Agenda item no. 7) wherein the amount paid was reported. The E.C. noted the action already taken with a rejoinder that the matter should have been routed through Finance Committee. If Kindly approved, we may make out a case for reopening the issue and place it before the Finance Committee for a decision.

24.5.03.

Registrar

75

I agree. We may take the matter to F.C. and get the issue cleared.

24.5.2003.

Vice-Chancellor

Registrar

24/5

63

Agenda Item No.12

Procurement of light fittings for the compound of NUJS Campus.

As per the tender agreement, procurement of fans and light fittings for both the Hostels and the NUJS Bhavan is to be made by National University of Juridical Sciences but the light fittings for the compound lighting was to be procured by the contractor M/S. Bridge and Roof. On an analysis it is found by M/S. Ghosh Bose and Associates, PMC, that if the light fittings for the campus is procured by NUJS then there will be a saving of Rs. 47,744/-. M/S. Ghosh Bose and Associates requested NUJS to communicate their decision regarding this matter.

NUJS has worked out the savings to be 1,47,529/- (differences between the approved rate of M/s. Bridge & Roof Rs.3,97,864 minus price quoted by the manufacturer M/s. Phillips Rs. 2,50,335/-) after procuring the rates from M/S. Phillips. The Executive Council in its 8th Meeting held on 13.04.2002 had approved procurement of light fittings etc for the hostel and National University of Juridical Sciences. Relevant papers are in **Annexure - IX**.

Forwarded to E.C. with PMC ~~et~~ opinion and fitting charges.

76

6

Annexure -

Alternative Proposal on compound lighting

M/s GBAPL, the architect for the project had suggested 96 Lamp fittings for the entire open areas outside the buildings. As per the design 48 poles had been erected each of which can accommodate two light fittings.

As per their suggestion, total 96 no. of Post of Light (Philips Model SPC 102/1 x 50 N 70 (E) HPF fittings are to be purchased, minimum cost of which is (@ Rs. 2204.25) Rs. 2,11,608.00

IDC would like to suggest that in each post one of these lamps be fitted along with one solar panel charged lamp. This will save the University from huge electricity charges and on the other hand the relatively higher initial outlay will be break –evened in 11 years

The calculation is the following

Option1 48 no. Philips lights – Rs. 105804.00 (@ Rs. 2204.25 + installation & labour charges

Option 2 48 no. solar panel Electric Rs. 931200.00 (@ Rs. 19400.00)

Electricity charges in 11 years for Option 1

70 watts/ h x 12 hours / day x 365 days x 10 years x Rs. 4/ kwh x 48 nos.= total Rs. 809424.

Thus, the University will breakeven in 11 years and beyond that will save Rs. 73584/ year assuming that the electricity charges/ kwh will remain the same.

30/6

(Nandan Nawn)
Infrastructure Development Committee

Annexure -

Alternative Proposal on compound lighting

M/s GBAPL, the architect for the project had suggested 96 Lamp fittings for the entire open areas outside the buildings. As per the design 48 poles had been erected each of which can accommodate two light fittings.

As per their suggestion, total 96 no. of Post of Light (Philips Model SPC 102/1 x 50 N 70 (E) HPF fittings are to be purchased, minimum cost of which is (@ Rs. 2204.25) Rs. 2,11,608.00

IDC would like to suggest that in each post one of these lamps be fitted along with one solar panel charged lamp. This will save the University from huge electricity charges and on the other hand the relatively higher initial outlay will be break –evened in 11 years

The calculation is the following

Option1 48 no. Philips lights – Rs. 105804.00 (@ Rs. 2204.25 + installation & labour charges

Option 2 48 no. solar panel Electric Rs. 931200.00 (@ Rs. 19400.00)

Electricity charges in 11 years for Option 1

70 watts/ h x 12 hours / day x 365 days x 10 years x Rs. 4/ kwh x 48 nos.= total Rs. 809424.

Thus, the University will breakeven in 11 years and beyond that will save Rs. 73584/ year assuming that the electricity charges/ kwh will remain the same.

30/6

(Nandan Nawn)
Infrastructure Development Committee

Annexure-IX

FROM : PHILIPS FAX NO. : 91 33 2475 4318 Apr. 21 2003 04:26PM

tap - 22350500

PHILIPS

Philips India Limited

Eastern Regional Office :
7, Justice Chandra Madhab Road, Kolkata - 700 020

To
THE REGISTRAR
NATIONAL UNIVERSITIES OF JURISDICAL SCIENCES
SALT LAKE
KOLKATA

21 04 2003

Sub: Offer

Kind Attention: Mr. Nabendu Dham

Dear Sir,

Pl. make a comparison with approved rates of M/s B & R.
26/4.
Mr. Dam

We thank you for your valuable enquiry and are pleased to submit our offer through this letter.

S.No.	ITEM DESCRIPTION	UNIT RATE(Rs.)
1	Philips make NGC 100 / 1 X GLS 60	1359.55
2	Philips make SPC 102 / 1 X SON 70(E) HPF	2204.25
3	Philips make SPC 106 / 1 X SON 70(E) HPF	2204.25

The above prices are subject to the following terms and conditions:

TERMS & CONDITIONS: As per our previous order.

Thanking you and assuring you of our best products and services, always, we remain,

79

Yours Sincerely
For PHILIPS INDIA LTD.

(PONKUMARESH)
MOBILE. 9831175122.

PHILIPS
Tel 91-33-2475 3621-27
Fax 91-33-24753039
Head Office :
Technopolis Knowledge Park Nelco Complex
Mahakali Caves Road Chakala Andheri (East)

65

ANNEXURE-1

PROCUREMENT OF LIGHT FITTINGS OF COMPOUND LIGHTING FOR THE CAMPUS OF THE W B NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE CITY, KOLKATA 700 098

Tender Item No. & Page No.	Description of work	Quantity	Supplied by B&R		Suplied by NUJS	
			Rate (Rs)	Amount (Rs)	Rate (Rs)	Amount (Rs)
17/361	Bollard Light Philips Model No. NGC-100, LXGLS	22	2,512.00 *	55,264.00	1,960.00	43,120.00
18/361	Post top light Philips Model No. SPC/106/70(E).HPF. 1 x SON 70W(E)	96	3,426.00 *	328,896.00	3,070.00	294,720.00
Non schedule item	Gate Light Philips Model No. SPC/102/70(E) HPF. 1 x SON 70W (E)	4	3,426.00	13,704.00	3,070.00	12,280.00
				397,864.00 (A)		350,120.00 (B)

There will be a saving (A - B)

	(A)	=	397,864.00
(-)	(B)	=	350,120.00
		Rs.	47,744.00

* After deduction of rebates of 1.5% and 1.75% offered by M/s. Bridge And Roof Co (I) Ltd.

GHOSH BOSE & ASSOCIATES (P) LTD. Calcutta.

ANNEXURE-IX

GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 2282-7152, 2282-1866
2282-7036, 2282-6026
E-mail : ghoshbos@cal.vsnl.net.in
FAX : 91-33-2282-6538
GRAM : CITYSCAPE

Ref : GBPL/506 E/ 001 /03

FAX : 2335 7422

April 14, 2003.

The Registrar
W B National University of Juridical Sciences
NUJS Bhavan
Salt Lake City
Kolkata 700 098.

Dear Madam,

Re : Construction of the W B National University for Juridical Sciences, Salt Lake, Kolkata – Fans & Light fittings.

We would draw your kind attention that as per the decision finalised with NUJS, procurement of fans & light fittings for both Hostel & Academic Blocks would be made by NUJS and the light fittings for the compound lighting will be procured by the contractor. Accordingly tender was invited and the supply of compound lights is within the scope of M/s. B&R.

Since most of the fans & light fittings are being procured by NUJS, we would suggest that light fittings for the compound lighting may also be procured by NUJS thereafter there will be a saving of Rs.47,744.00, details shown in **Annexure-1**.

In case you are agreeable to our above suggestion, we would request you kindly to convey your decision in this regard to enable us to advise M/s. B&R accordingly. We would further mention that NUJS would not violate the tender terms by deleting the above items from the scope of work of M/s. B&R.

Thanking you,

Yours faithfully,
for Ghosh, Bose & Associates Pvt Ltd,

Managing Director.

Enclo : As above.

cc : The Site Engineer, GBPL – Along with a copy of Annexure-1
NUJS Site
Salt Lake, Kolkata

69

Annexure – IX

Procurement of Light fittings of Compound Lighting for NUJS Campus.

SL No	Description of Work.	Quantity	SUPPLIED BY Bridge & Roof.		SUPPLIED BY NUJS.	
			Rate (Rs)	Amount (Rs)	Rate (Rs)	Amount (Rs)
1.	Bollard Light philips Model NGC100/LX GLS 60	22.	2,512·00	55,264·00	1359·55	~~29,903·50~~ 29,910·10
2.	Post top light philips Model SPC 102/1XSON 70(E) HPF.	96.	3,426·00	3,28,896·00	2204·25.	2,11,608·00
3.	Gate light philips Model. ~~HPF~~ SPC 106/1XSON 70(E) HPF.	4.	3,426·00.	13,704·00.	2204·25	8,817·00
				3,97,864·00		2,50,335

There will be a Saving Rs. (3,97,864 − 250335) = ~~Rs.~~ Rs.1,47,529·00

(Rupees One Lakh forty Seven thousand five hundred and twenty nine) only.

Submitted by.

Nabendu Dam (TA)
26/04/23

Agenda Item No. 13

Revised Budget 2003 - 2004 and Budget estimate 2004 - 2005.

The Revised Budget for 2003–2004 and Budget Estimate for 2004–2005 have been prepared and are given in **Annexure - X**.

Recommended subject to the following:

ANNEXURE-

REVENUE RECEIPTS

In Lakhs of Rupees

Particulars	Actuals 2001-02	Revised Estimates 2002-03	Actuals 2002-03 (unaudited)	Budget Estimate 2003-04	Revised Estimates 2003-04	Budget Estimates 2004-05
Government Grant						
Maintenance(recurring)	45.00	60.00	60.00	30.00	51.68	0.00
University Fund						
Students Fees	38.44	73.25	25.25	120.50	173.39	227.19
Interest of Scholarship Fund	0.27	0.75	1.24	1.50	1.50	1.50
Bank Interest				30.00	30.00	30.00
Seminars and Workshops	2.68	8.00	0.00	10.00	13.00	12.00
TOTAL	86.39	142.00	86.49	162.00	271.57	270.69

NOTE

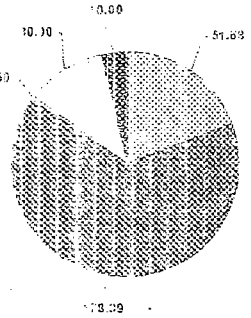
Salaries & Allowances of Rs. [illegible] proposed in 2003-04 provided for in RE 2003-04.

Salaries & Allowances of Rs. [illegible] proposed for 2004-05 for newly sanctioned posts.

Expenditure of Rs. [illegible] proposed for 2004-05 for Legal Services Clinic (B-6).

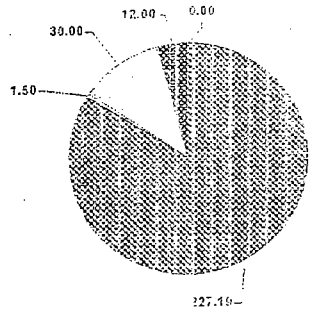
Maintenance Grant of Rs. [illegible] proposed for 2004-05.

REVISED ESTIMATES 2003-2004



Government Grant Maintenance(recurring
Students Fees
Interest of Scholarship Fund
Bank Interest
Seminars and Workshops

BUDGET ESTIMATES 2004-2005



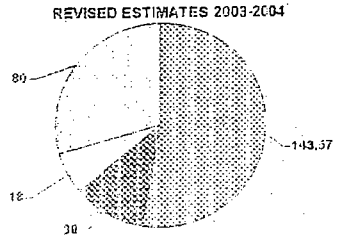
Government Grant Maintenance(recurring)
Students Fees
Interest of Scholarship Fund
Bank Interest
Seminars and Workshops

REVENUE EXPENDITURE

In Lakhs of Rupees

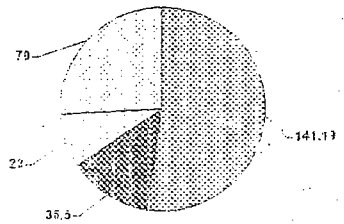
Sl. No.	Particulars	Actuals 2001-02	Revised Estimates 2002-03	Actuals 2002-03 (unaudited)	Budget Estimate 2003-04	Revised Estimates 2003-04	Budget Estimates 2004-05
A	ADMINISTRATIVE EXPENSES						
1	Salaries and Allowances	31.90	55.25	30.96	65.00	56.57	73.19
2	Travelling	2.47	3.50	3.23	4.00	4.00	4.00
3	Telephone and Fax	1.97	2.50	1.42	3.50	5.00	6.00
4	Postege and Courier	0.28	0.50	0.41	0.50	3.00	4.00
5	Stationery and Printing	1.41	2.00	1.99	2.50	5.00	5.00
6	Electricity	0.98	6.00	4.84	10.00	20.00	24.00
7	Advertisements and Publicity	2.43	3.50	3.36	4.00	2.00	2.00
8	Meetings and Miscellaneous	0.50	0.50	0.24	0.50	10.00	12.00
9	Rent	14.16	10.00	0.00	1.50	25.00	5.00
10	Hospitality	0.30	0.50	0.49	0.50	1.00	1.00
11	Healthcare	1.16	1.50	1.16	1.75	1.50	1.75
12	Insurance	0.24	1.50	0.25	2.00	2.00	3.00
13	Campus Inauguration	0.00	4.00	1.13	0.00	0.00	0.00
14	Audit Fees	0.50	0.25	0.00	0.25	0.50	0.25
	Total (A)	58.10	91.50	49.48	96.00	143.57	141.19
B	EDUCATIONAL EXPENSES						
1	Academic	3.53	5.25	5.13	8.00	8.00	10.00
2	Admission	2.75	4.00	4.05	4.00	5.00	6.00
3	Students Activities	2.81	4.00	0.35	6.00	5.00	6.00
4	Seminars and Workshops	5.00	5.00	3.13	6.00	10.00	12.00
5	Scholarship and Economic Support	0.30	0.75	0.45	1.00	1.00	1.50
6	Legal Services Clinic	0.00	0.00	0.00	0.00	1.00	1.00
	Total (B)	14.39	19.00	13.11	24.00	30.00	36.50
C	MAINTENANCE EXPENSES						
1	Campus	0.00	12.00	10.89	16.00	15.00	18.00
2	Vehicles and Equipments	2.26	2.50	2.20	3.00	3.00	4.00
3	IT Infrastructure	0.24	2.00	0.00	5.00	0.00	1.00
	Total [C]	2.50	16.50	13.09	24.00	18.00	23.00
D	FINANCIAL EXPENSES						
1	Depreciation	11.40	15.00	10.81	18.00	80.00	70.00
	Total (D)	11.40	15.00	10.81	18.00	80.00	70.00
	GRAND TOTAL	86.39	142.00	86.49	162.00	271.57	270.69

REVISED ESTIMATES 2003-2004



ADMINISTRATIVE EXPENSES
EDUCATIONAL EXPENSES
MAINTENANCE EXPENSES
FINANCIAL EXPENSES

BUDGET ESTIMATES 2004-2005



ADMINISTRATIVE EXPENSES
EDUCATIONAL EXPENSES
MAINTENANCE EXPENSES
FINANCIAL EXPENSES

84

70

CAPITAL RECEIPTS

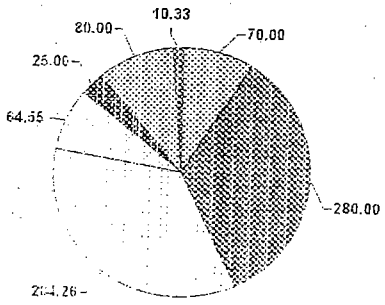
In Lakhs of Rupees

Particulars	Actuals 2001-02	Revised Estimates 2002-03	Actuals 2002-03 (unaudited)	Budget Estimate 2003-04	Revised Estimates 2003-04	Budget Estimates 2004-05
Government Grant						
Maintenance(recurring)	60.00	70.00	70.00	70.00	70.00	0.00
Campus Construction	200.00	180.00	100.00	300.00	280.00	280.00
Loan from Financial Institutions	600.00	1195.30	1038.00	105.00	284.26	0.00
University Fund	194.12	109.20	57.50	160.50	64.55	99.05
Donations & Endowments	17.51	25.00	16.30	50.00	25.00	25.00
Depreciation Fund	11.40	10.80	10.81	15.00	80.00	70.00
Refundable Deposits	7.88	9.00	9.22	9.50	10.33	10.33
TOTAL	1090.91	1519.30	1348.83	730.00	814.14	484.38

NOTE

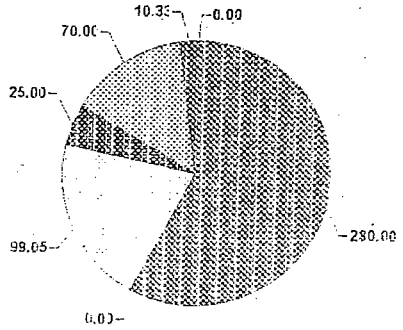
> Government Grant of Rs. 280 lakhs sought for repayment of Construction loan with interest at quarterly rest of Rs. 70 lakhs.
> Receipts under Donations and Endowments, Depreciation and Refundable Deposits are invested in respective accounts as shown in Capital Expenditure as distinct subheads under Investment.
> Proposed Expenses under infrastructure includes items already approved/proposed for approval in 2003-04.

REVISED ESTIMATES 2003-2004



1 Government Grant Maintenance(recurring)
2 Government Grant Campus Construction
3 Loan from Financial Institutions
4 University Fund
5 Donations & Endowments
6 Depreciation Fund
7 Refundable Deposits

BUDGET EST MATES 2004-2005



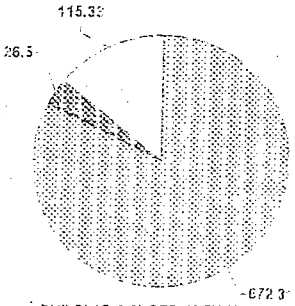
1 Government Grant Maintenance(recurring)
2 Government Grant Campus Construction
3 Loan from Financial Institutions
4 University Fund
5 Donations & Endowments
6 Depreciation Fund
7 Refundable Deposits

CAPITAL EXPENDITURE

In Lakhs of Rupees

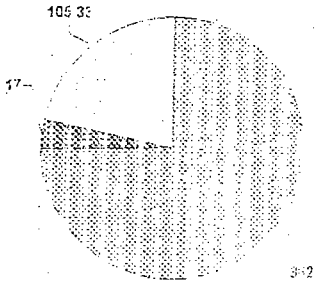
Particulars	Actuals 2001-02	Revised Estimates 2002-03	Actuals 2002-03 (unaudited)	Budget Estimate 2003-04	Revised Estimates 2003-04	Budget Estimates 2004-05
BUILDING CONSTRUCTION						
Academic & Residential Buildings	999.01	1136.00	1125.63	130.00	200.47	50.00
Bank Building	0.00	0.00	0.00	0.00	20.00	0.00
Repayment of loan	0.00	0.00	0.00	200.00	100.00	130.00
Interest on loan	28.70	121.00	133.17	196.00	172.00	150.00
Infrastructure	0.00	150.00	34.00	50.00	171.84	32.05
Accoustics & Video Arrangement	0.00	20.00	0.00	30.00	0.00	0.30
Total A	1027.71	1427.00	1292.80	636.00	672.31	362.35
ASSETS						
Furniture and Fixture	5.03	15.00	4.00	5.00	12.00	5.00
Office Equipments	1.42	5.00	1.41	2.00	2.00	5.00
Computers	4.77	2.00	1.27	2.00	9.00	0.00
Motor Vehicles	0.00	5.00	0.00	0.00	5.00	0.00
Library Books	14.91	20.00	12.97	10.00	5.00	5.00
Hostel Equipments	0.17	0.25	0.05	0.25	2.00	1.00
Sports Materials	0.11	0.25	0.00	0.25	0.50	1.00
Total B	26.41	47.50	19.70	19.50	28.50	17.00
INVESTMENTS						
Donations and Endowment Fund	17.51	25.00	16.30	50.00	25.00	25.00
Depreciation Fund	11.40	10.80	10.81	15.00	80.00	70.00
Refundable Deposits	7.88	9.00	9.22	9.50	10.00	10.33
Total C	36.79	44.80	36.33	74.50	115.00	105.33
Grand Total	1090.91	1519.30	1348.83	730.00	814.14	484.38

REVISED EST MATES 2003-2004



1 BUILDING CONSTRUCTION
2 ASSETS
3 INVESTMENTS

BUDGET ESTIMATES 2004-2005



1 BUILDING CONSTRUCTION
2 ASSETS
3 INVESTMENTS

Agenda Item No. 14 Audited Accounts and Auditors' Report

The Audited Accounts and Auditors' Report of the accounts 2002-2003 have been prepared and are given in Annexure - XI.

Report is still awaiting. Will be placed on the tabl

To be placed before E.C.

86

72

We have : 4.50 crores → govt
16.85 crore → HUDCO
0.27 lakh → corp.
21.62

We spent : construction 18.95 crore
Architect- 0.79 Lakhs
others 0.21 lakhs
Interest to HUDCO 2.06 crore
Interest to corp 0.73 lakhs
Rs 22.74

We have notional → 20 crores + 4.5 crores
= 24 crores.
(less) 22.74 crores spent
Balance = 1.76 crores.

Agenda Item No.15

Financial Status of the University : CONSTRUCTION OF CAMPUS

The construction of NUJS campus is drawing to an end. However, several items of work remains to be completed. Only the civil work of the auditorium is complete. Air conditioning, soundproofing, acoustics works, furnishing and furniture fitting remain to be done. The library reading room area is also incomplete. In order to facilitate completion of the campus in all respects and also to assess the prospects of the University being able to maintain itself with at least the present level of efficiency, it is necessary to know its assets, its liabilities and its budgetary status.

The Executive Council did briefly make an assessment in this regard and desired a more detailed statement from the University to make appropriate provision for the future. The statement is in **Annexure - XII.** It would be seen that available resources are not enough to meet the impending liabilities.

87

Submitted to the Finance Committee for necessary direction.

Forwarded to E.C.

73

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance

Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

i) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBFL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	**2.48 Crores**

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank

PROPOSED LIABILITY : 131.42 Lakhs.

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance

Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

I) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	**2.48 Crores**

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank

PROPOSED LIABILITY : 131.42 Lakhs.

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance

Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

i) Bridge & Roof	153.00 Lakhs	
i) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	2.48 Crores

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank.

PROPOSED LIABILITY : 131.42 Lakhs.

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	22.02 Crores

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance

Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

i) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	2.48 Crores

PROPOSED LIABILITY : 131.42 Lakhs.

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank.

NUJS BUILDING CONSTRUCTION ACCOUNT

	Rs.
Fund Availed	
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance	
Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

i) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	2.48 Crores

PROPOSED LIABILITY : 131.42 Lakhs.

Note:

i) Loan repayment liability not reflected.
ii) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected
iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance	
Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

I) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	**2.48 Crores**

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank

PROPOSED LIABILITY : 131.42 Lakhs.

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance	
Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

I) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	18.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	2.48 Crores

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank

PROPOSED LIABILITY : 131.42 Lakhs.

NUJS BUILDING CONSTRUCTION ACCOUNT

Fund Availed	Rs.
Government	4.50 Crores
HUDCO	16.85 Crores
Corp Bank	0.52 Crores
Interest	0.10 Crores
Refund of R/D	0.05 Crores
Total	**22.02 Crores**

How Spent :-

Construction	18.95 Crores
Architect	0.79 Crores
Others	0.21 Crores
Interest & Others to HUDCO	2.06 Crores
Total	**22.01 Crores**

Proposed Libility

I.T	96.42 Lakhs
A.C	35.00 Lakhs
	131.42 Shortfall

Fund Available	
Loan	20.00 Crores
Government	4.50 Crores
Total	**24.50** Crores

Available Balance

Available total	24.50 Crores
Fund Availed	(-) 22.02 Crores
	2.48 Crores

Committed Liability

I) Bridge & Roof	153.00 Lakhs	
ii) New Electricals	1.25 Lakhs	
iii) Damask	13.11 Lakhs	
iv) GBPL	27.51 Lakhs	
(v) Substation II	13.30 Lakhs	
vi) Kitchen II	6.68 Lakhs	
vii) PVC flooring	2.47 Lakhs	
viii) Lift	16.13 Lakhs	
ix) Library furniture	9.83 Lakhs	
x) EAPBX	2.33 Lakhs	
	247.61 Lakhs	2.48 Crores

Note:

I) Loan repayment liability not reflected.

II) Nothing about Auditorium (e.g: A.c, Accousitics, Furniture) reflected

iii) Does not include cost of Bank building to be absorbed in loan for Bank and repayed out of rent earned from Bank

PROPOSED LIABILITY : 131.42 Lakhs.

ANNEXURE-XII - A

FINANCIAL STATEMENT
BUILDING CONSTRUCTION ACCOUNT
AS ON 15.06.2003

INFLOW

1 Govt Grant			
a 2000-2001	15000000		
b 2001-2002	20000000		
c 2002-2003	10000000	45000000	4.5 Crores
2 Loan			
a HUDCO	168500000		
b Coporation Bank	173573105		
c University Fund	7345638	349418743	
3 Bank Interest			
a ICICI Bank	931749		
b Coporation Bank	75087	1006836	
4 Others			
a Donations	5001		
b Sale Proceeds of Tender Forms	59000		
c Earnest Money	535000		
d R & D Deposit refund from Hudc	500000	1099001	
		396524580	

*Loan of Rs. 173305105 raised to redeem Hudoc liability.

ANNEXURE - XII-A

already paid

OUTGO

A Financial Institutions

a HUDCO			
I Principal	~~168500000~~		
ii Interest	17332289		
iii Documentation Fee	40000		
iv Front End Fee	1000000		
v R & D Deposit	500000		
vi Prepayment Charge	~~1685000~~	189057289	
b Corporation Bank		7345638	196402927

B Contractors

a M/s. S. K. Mitra	63063		
b M/s. Simplex Projects	35616360		
c M/s. Bridge & Roof	143126007		
d M/s. New Electrical	1730141		
e M/s. Damasks Systems	3852199		
f M/s. Congas	977933		
g M/s. Otis Elevators	3236984		
h M/s. Kothari Sales Agency	437100		
I M/s. Sigma Steel Engg	475112		189514899
C The Architects & Project M Consultants: M/s.Ghosh Bose & Associates(P)Ltd	7914350		7914350
D Security Deposit (WBSEB	566500		566500
E Others			
a Bidhan Nagar Municipality	6000		
b WBSEB	1291939		
c M/s.Phoenix Advt.Pvt.Ltd	267174		
d M/s.Sketch Advertising	82951		
e M/s.Philips India	53031		
f M/s.Crompton Greaves	39216		
g M/s.Voltace Elect.	17408		
h Refund of EMD	307000		2064719
			396463395
		Diff	61185

Closing Balance:

ICICI Bank	50405
Corporation Bank	10780

97

75

ANNEXURE – XII – B

FINANCIAL STATEMENT
BUILDING CONSTRUCTION ACCOUNT
AS ON 15.06.2003

Auditorium not considered

LIABILITIES

Campus Construction:			
a. Residual Payment as per contract			
1. Bridge & Roof	153.00		
2.New Electricals	1.25		
3.Damask Systems Ltd	13.11		
4.GBPL	27.51	194.87	
b. Items approved by E.C			
1.Air Conditioning of Library	~~35.00~~		
2. 2nd Transformer 500 KVA	13.30		
3.Installation of Second kitchen	6.68		
4.PVC Flooring	2.47	57.45	
c.Items to be approved by EC			
1.Light for Academic Building	18.13		
2.Library Furniture	9.83		
3. I.T. Infrastructure(1st Phase)	86.42		
4.EPABX System	~~2.00~~	2.33	
5.Internet Connection	10.00	126.38	**378.70**

AVAILABILITY OF FUND

1.Bank Balance:			
ICICI	50405		
Corp.	10780	0.61	
2.Loan from Corporation Bank:			
i.NUJS Building Construction	264.26		
ii.Bank Building	20	284.26	
			284.87

Agenda Item No. 16.

Budgetary Support of the Government of West Bengal

Financial assistance extended by the Government of West Bengal through grants-in-aid to NUJS since its inception is as under :

Year	Purpose	Amount (Rs. In Lakhs)		Increase (+) Decrease(-) over previous year
1999-2000	Maintenance of University		75.00	-
2000-2001	Maintenance of University → Campus Construction →	94.70 179.95	274.65	+199.65
2001-2002	Maintenance of University → Campus Construction →	105.00 200.00	305.00	+ 30.35
2002-2003	Maintenance of University → Campus Construction →	130.00 100.00	230.00	- 75.00

Budgetary allocation of the government for the year 2003-2004 has been Rs. 121.68 lakhs as maintenance grant (Non-Plan) and Rs. 24.40 lakhs for construction of NUJS campus (State Plan). In the face of our liability to service the construction loan taken from the Corporation Bank, at the quarterly rest of Rs. 70.00 lakhs (Rs.280 lakhs a year), which was to be entirely supported by the grant-in-aid from the Government, the allocation is grossly inadequate and may endanger the financial viability of the University. Even if we devote the entire Non-Plan allocation towards repayment of liability, for which also express sanction of the Government will be necessary, it will only be a sum of Rs. 146.08 lakhs, which is short of Rs. 133.92 lakhs.

The Executive Council, in its meeting dated 29th March, 2003, approved payment of quarterly instalment of Rs. 70.00 lakhs to Corporation Bank at the beginning of each quarter from the University fund, to be replenished when he Construction grant is received from the Government. Accordingly, the University paid Rs. 70.00 lakhs to the Bank on 31.03.2003, towards repayment of loan with interest, for the quarter ending June 2003. Next payment of Rs. 70.00 lakhs is due on 1st July 2003, for which immediate mobilization of fund is necessary. Unless the replenishment for the Government is forthcoming, payment of loan instalments will have to be deferred, causing additional liability on account of interest.

Government have been requested to sanction release of grants-in-aid instalments, both Non-Plan and Plan on 11th April 2003. In response thereto, certain queries had been made on 2.6.2003 which were replied to on 10.6.2003.

99 The Vice-Chancellor in his letter dated 1st April 2003 to the Hon'ble Finance Minister with copy to the Hon'ble Law Minister expressed the concern of the University arising out of the inadequate budgetary allocation for 2003-2004 and appealed to the Government to restore the allocation at least to meet our repayment liability of Rs. 2.80 Crores. The Registrar has also written to the Principal Secretary, Department of Law and Justice in this regard.

The Finance Committee may like to address the issue and give directions to resolve the impasse. Relevant papers are in Annexure - XIII

Forwarded to E.C.

78

West Bengal National University of Juridical Sciences

STATEMENT OF INCOME AND PROJECTED EXPENDITURE
2003-2004

Expdre till 15/6/03 - ?

FEES

	Rs/Lakhs	
Tuition Fee:		
NRI @ $ 3000	63.00	157.49
Non-NRI @ Rs.35000	103.60	
LLM	0.50	
Campus Development Fee	17.30	15.65
Academic Support Service	17.30	15.65
Basic Services (Hostel)	14.20	13.47
Room Rent @ 6000	17.04	8.36
Applin/Admn. Fee etc.	10.00	1.15
Interest income	31.50	0.45
Seminars and Workshop	10.00	
Institutional Fees from Projects	12.00	
	296.44	

RUNNING EXPENSES

	Rs/Lakhs	
Salaries and Allowances	66.57	7.88
Electricity	20.00	0.14
Rent	23.00	3.56
Meetings and Miscellaneous	10.00	
Other Administrative Expenses	24.00	3.42
Educational Expenses	30.00	0.94
Maintenance	18.00	2.06
Depreciation	80.00	—
Furniture and Fixture	12.00	1.80
Office Equipments	2.00	0.05
Motor Vehicles	5.00	
Library	5.00	0.99
Hostel Equipments	2.00	
Sports Materials	0.50	
	298.07	

Note : Shortfall of Rs 1.63 lakhs may made up through austerity measures.

ANNEXURE - XIII

D.O.No. NUJS/VC/23/03

A.O / 1.4.2003

1 April 2003

To
The Hon'ble Finance Minister
Government of West Bengal
Writers Building
Kolkata - 700 001.

Hon'ble Finance Minister,

I am informed by the Accounts Officer that the budget allocation for 2003-'04 for NUJS is as follows :

Recurring Maintenance Grant (Non-Plan)	Rs. 1,21,68,000
NUJS Campus Construction (State Plan)	Rs. 24,40,000

The University sought for 2003-'04 the following grant :

Recurring Maintenance grant	Rs. 1,00,00,000
Campus Construction	Rs. 3,00,00,000

The Government of West Bengal had undertaken to take care of the loan repayment of Rs. 20 crores borrowed from HUDCO for campus construction. The actual amount to be paid towards capital and interest in every quarter is Rs. 70 lakhs or Rs. 2.80 crores during 2003-'04. As against this the allocation under Plan is a paltry sum of Rs. 24 lakhs for the whole year. Even if we devote the whole of Non-Plan allocation towards repayment liability, it will only be a sum of Rs. 1,46,08,000 which is short of Rs. 1,33,92,000. This is to be done by adjusting the running costs of the University against tuition fee collected and diverting part of project grants received by University from outside towards expenses on establishment.

In the circumstances I appeal to the Government to restore the allocation at least to meet our repayment liability of Rs. 2.80 crores.

Thanking you,

Yours faithfully,

N. R. Madhava Menon

(N. R. Madhava Menon)

cc: Hon'ble Law Minister
Government of West Bengal
Writers Building, Kolkata - 700 001.

Grant no. 34

REVENUE EXPENDITURE

DETAILED ACCOUNT No. 2014-00-800— OTHER EXPENDITURE - *Contd.*.

		Budget Estimate, 2003-2004 Rs.
800—Other Expenditure		
NP - NON PLAN		
001—Separation of Judiciary from the Executive *[JD]*		
01—Salaries		
01—Pay		...
02—Dearness allowance		...
03—House Rent Allowance		...
04—Ad hoc Bonus		...
	Total - Salaries	...
002—Grants to Bar Association for Purchase of Law Books & Furniture, etc. for the Bar Libraries *[JD]*		
31—Grants-In-aid		
02—Other Grants		4,68,000
003—West Bengal Advocates' Welfare Fund *[JD]*		
31—Grants-in-aid		
02—Other Grants		32,76,000
004-		
63—Inter-Account Transfer		5,16,000
005—Setting up of Special Court for C.B.I. Cases in W.B. *[JD]*		
01—Salaries		
01—Pay		5,00,000
02—Dearness allowance		2,05,000
03—House Rent Allowance		80,000
04—Ad hoc Bonus		8,000
12—Medical Allowances		5,000
	Total - Salaries	7,98,000
07—Medical Reimbursements		10,000
11—Travel Expenses		50,000
13—Office Expenses		1,97,000
28—Payment of Professional and Special Services		50,000
	Total - 005	11,05,000
006—Assistance to the National University of Juridical Sciences *[JD]*		
31—Grants-in-aid		
02—Other Grants		1,21,68,000
007—Purchase of Law Books for Court Library/Residential Library of Judicial Officers *[JD]*		
75—Purchase		11,23,000
	Total - 800 - NP - Non Plan	1,86,56,000
SP - STATE PLAN (ANNUAL PLAN AND TENTH PLAN)		
002—Computerisation Project of Calcutta High Court Recurring Expenses. *[JD]*		
50—Other Charges		1,23,000
004—Construction of campus of W.B National University of Juridical Science *[JD]*		
31—Grants-in-aid		
02—Other Grants		24,40,000
005—Establishment of Additional Court under up-gradation programme as recommended by the 11th Finance Commission. *(EFC) [JD]*		
01—Salaries		
01—Pay		...
02—Dearness allowance		...
03—House Rent Allowance		...
	Total - Salaries	...
13—Office Expenses		...
50—Other Charges		...
77—Computerisation		...
	Total - 005	...
	Total - 800 - SP - State Plan (Annual Plan And Tenth Plan)	25,63,000
	Total - 800	2,12,19,000

The WB National University of Juridical Sciences
'NUJS Bhavan' 12, LB Block, Sector - III, Salt Lake City, Kolkata 700098
Phones 2335 0534/7379/0500/0765 Fax 2335 7422
E-mail nujs@cal3.vsnl.net.in Gram JURVARSITY

NUJS/Accts/Grants/2003-04

10 June 2003

The Deputy Secretary,
Judicial Department
Govt. of West Bengal
Kolkata – 700 001

Subject: Construction of permanent campus of the University Release Capital Grant of Rs. 70,00,000/- during the current financial year 2003-2004.

Sir,

I am to invite a reference to your letter No. 2925-J JD/P/1B-74/2000 dated 02.06.03 on the above subject and to state as follows :

1. The total approved estimated cost of the project was Rs. 27.02 Crores. A copy of the detailed cost projection statement is enclosed (Annexure I) for your kind perusal. The project was to be funded primarily out of a term loan of Rs. 20.00 crores from HUDCO on the strength of Govt. guarantee for repayment of principal and payment of interest. A copy of govt. letter No. 3438-J dated 04.05.2001 (Annexure II) is enclosed for your reference.

2. Details of funds so far released for construction of the Campus, together with G.O. Nos. & date is at Annexure III.

3 The utilisation certificates of all grants received have been furnished. It may, however, be noted that the certificates are not on the format prescribed under Rule 330A of WBTR-I. A fresh set of utilisation certificates are enclosed for your record.

4 Even though the terms and conditions of loan from Corporation Bank stipulated commencement of repayment from 2004-2005, while the interest was to be served from the beginning, it offered flexibility in this regard and optimisation of repayment schedule was permissible. It was calculated that the interest burden on the loan can be considerably reduced if the repayment is scheduled immediately in equated quarterly instalments of Rs. 70 lakhs each. It would also enable the Government to know the liability in advance and help organising the finance. Corporation Bank also agreed to the arrangement vide their letter dated 3.4.2003. In this regard, NUJS letter No. NUJS/Pl.Secy/Jud.Dept/Grant/Consv/2003 dated 23.05.2003 addressed to the Principal Secretary, Judicial Department explaining the matter in details, may kindly be referred to copy of which is enclosed for your ready reference.

Thanking you,

Yours faithfully,
Gangotri Chakraborty
(Prof. Gangotri Chakraborty)
Registrar

WEST BENGAL NATIONAL UNIVERSITY FOR JURIDICAL SCIENCES AT SALE LAKE, CALCUTTA

BUDGETARY COST ESTIMATE

			Amount (Rs. in Lacs)
RESIDENTIAL BLOCKS			
1.	Pile Foundation As per accepted tender	=	109.11
2.	Superstructure (including Foundation of Staff Quarter)	=	473.15
3.	Internal Sanitary & Plumbing Works	=	23.35
4.	Internal Electrical Works, Telephone Wiring and Light Fittings and Fans	=	50.23
5.	Over Head Reservoir	=	3.41
		=	659.25
ACADEMIC BLOCK			
1.	Pile Foundation As per accepted tender	=	226.86
2.	Superstructure (Ground Floor to Third Floor)	=	743.31
3.	Internal Sanitary and Plumbing Works	=	17.15
4.	Internal Electrical Installation. Telephone and Computer Wiring and Light Fittings and Fan	=	81.18
			1.068.50
	C/o :		1.727.75

			Amount (Rs. in Lacs)
	B/f	:	1,727.75
EXTERNAL DEVELOPMENT AND SERVICES			
1.	Tubewell with Pump (One No.)	=	5.01
2.	De-Ironing Plant	=	6.86
3.	External Sewerage and Drainage	=	16.73
4.	External Water Supply	=	6.03
5.	Substation Equipment H T and L T (500 KVA with HT Single Feeder)	=	24.90
6.	Under Ground Reservoir (Domestic)	=	7.55
7.	Compound Lighting	=	13.54
8.	Roads and Pathways	=	16.79
9.	Boundary Wall and M S Gate	=	11.67
10.	Air Conditioning	=	64.67
11.	Diesel Generator Set (380 KVA)	=	24.77
12.	Landscaping, Sand Filling, Site Development, Fountain and Water Body	=	34.41
13.	Acoustic Treatment, False Ceiling, Sound System Chair, etc in Auditorium	=	25.61
14.	Fire Fighting System	=	43.76
15.	Lift (4 Nos 8 Passengers Lift) for Hostel Block	=	48.00
16.	L C Installation	=	1.41
	C/o	:	2,079.46

			Amount (Rs. in Lacs)
	B/f	:	2,079.46
17.	Soil Investigation Work as per accepted tender	=	0.64
	TOTAL	:	2,080.10
	Add : Contingencies @ 3% on Rs. 2,079.46	:	62.39
	Contractual percentage of the Estimated Cost @ 12% on (Rs. 2,079.46 + Rs. 62.39) = Rs. 2,141.85	=	257.03
	Escalation for second year @ 10% (avg) on Rs. 1,254.83	=	125.48
	TOTAL	:	2,525.00
	Add : Administrative and Supervisory Charges @ 7%	=	176.76
	GRAND TOTAL	:	2,701.76
	SAY	:	2,702.00

November 27, 2000

FOR GHOSH BOSE & ASSOCIATES (P) LTD.

MANAGING DIRECTOR

Countersigned

Jyangothi Chakraborty

Registrar 18/12/2000
W.B. National University
of Juridical Sciences

GOVERNMENT OF WEST BENGAL
JUDICIAL DEPARTMENT.

ANNEXURE 11

From : Shri P.K. Biswas, Principal Secretary.

To : The Registrar, West Bengal
National University of Juridical Sciences, Kolkata,
Aranya Bhawan, 10A, L.A. Block,
Salt Lake City, Kolkata - 700 098.

No. 3438-J.
N/1B-78/2000. Dated, Kolkata, the 4th May, 2001.

Sub. : Govt. guarantee in respect of Loan of Rs.20.00 Crores from HUDCO for construction of Campus of West Bengal National University of Juridical Sciences, Kolkata.

Sir,

I am directed by order of the Governor to say that the Governor has been pleased to accord Govt. Guarantee for repayment of principal and payment of interest in respect of loan of Rs.20,00 Crore (Rupees Twenty Crore) to be obtained by the W.B.N.U.J.S. at Salt Lake from HUDCO for a period of 15 years as per terms and conditions agreed to by the aforesaid University and HUDCO.

2. The Governor has also been pleased to exempt West Bengal National University of Juridical Science from payment of guarantee fee as a very special case.

3. This order is issued with the concurrence of the Finance Department vide their U/o. No. Gr. 'N'-0243 dated 03.05.2001.

4. The Accountant General, West Bengal, Finance Department and others concerned are being informed accordingly.

Yours faithfully,

Principal Secretary.

No. 3438/1(3)-J, dated 04.05.2001.

Copy forwarded for information and necessary action to the :

1) Accountant General, West Bengal,
Appropriation Section, Treasury Buildings,
Kolkata - 700 001.

2) Principal Secretary, Finance Department,
Writers' Buildings, Kolkata - 1.

3) The Regional Chief, Regional Office,
HUDCO, Kolkata.

Deputy Secretary.

Annexure - III

Funds released from 2000-2001 to 2002-2003

a.	2000-2001		U.C. Furnished
	i). G.O. No. 616 J dated 19.01.2001	: Rs. 50,00,000	06.02.2001
	ii) G.O. No. 887-J dated 01.02.2001	: Rs. 50,00,000	18.02.2001
	iii) G.O. No. 1988-J dated 08.03.2001	: Rs. 50,00,000	06.01.2001
		Rs. 1,50,00,000	

b.	2001-2002		U.C. Furnished
	i). G.O. No. 4153-J dated 07.06.2001	: Rs. 66,00,000	06.07.2001
	ii) G.O. No. 6403-J dated 31.08.2001	: Rs. 84,00,000	16.10.2001
	iii) G.O. No. 11691-J dated 27.12.2001	: Rs. 50,00,000	13.05.2002
		Rs. 2,00,00,000	

b.	2002-2003		U.C. Furnished
	i). G.O. No. 3929-J dated 25.06.2002	: Rs. 25,00,000	14.09.2002
	ii) G.O. No. 272-J dated 10.01.2003	: Rs. 50,00,000	14.02.2003
	iii) G.O. No. 1688-J dated 25.03.2003	: Rs. 25,00,000	12.04.2003
		Rs. 1,00,00,000	

Utilisation Certificate

(Rule 330A of WBTR-I)

S. No. Letter No. Amount and date
1. G.O. 4153-J dt. 7.6.2001 Rs. 66,00,000
2. G.O. 6403-J dt. 31.08.2001 Rs. 64,00,000
3. G.O. 11691-J dt. 27.12.2001 Rs. 50,00,000 **Rs.2,00,00,000**

Certified that out of Rs 2,00,00,000/- of grants in aid sanctioned during the year 2001-2002 in favour of the W. B. National University of Juridical Sciences under this Department letter No. given in the Rs..... on account of unspent balance of the previous year, a sum of Rs 2,00,00,000/- has been utilised for the purpose of Construction of permanent campus of the W. B. NUJS for which it was sanctioned and that the balance of Rs Nil remaining unutilised at the end of the year has been surrendered to Government (vide No..... dated.....) and will be adjusted towards the grants in aid payable during the next year.....

2. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled/ are being fulfilled and that I have exercised the following checks to see that the money was actually utilised for the purpose for which it was sanctioned.

Kinds of check exercised

1. All relevant document in connection with above payments for construction of New campus of the University

2.

3.

98

Signature: Jyotsna Chakraborty

Designation: Registrar

Date: The W. B. National University of Juridical Sciences

Utilisation Certificate

(Rule 330A of WBTR-I)

S. No. Letter No. Amount and date
1. G.O. 616-J dt. 19.01.01 Rs. 50,00,000
2. G.O. 887J dt. 1.2.01 Rs. 50,00,000
3. G.O. 1988J dt. 8.3.01 Rs. 50,00,000 **Rs.1,50,00,000**

Certified that out of Rs 1,50,00,000/- of grants in aid sanctioned during the year 2000-2001 in favour of the W. B. National University of Juridical Sciences under this Department letter No. given in the margin and Rs..... on account of unspent balance of the previous year, a sum of Rs1,50,00,000/- has been utilised for the purpose of Construction of permanent campus of the W. B. NUJS for which it was sanctioned and that the balance of Rs Nil remaining unutilised at the end of the year has been surrendered to Government (vide No..... dated.....) and will be adjusted towards the grants-in-aid payable during the next year.....

2. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled/ are being fulfilled and that I have exercised the following checks to see that the money was actually utilised for the purpose for which it was sanctioned.

Kinds of check exercised

1. All relevant document in connection with above payments for construction of New campus of the University

2.

3.

Signature: Jyangotri Chakraborty

Designation: Registrar

Date: The W. B. National University of Juridical Sciences

Utilisation Certificate

(Rule 330A of WBTR I)

S. No. Letter No. Amount and date
1. G.O. 3020 J dt. 25.06.2002 Rs. 25,00,000
2. G.O. 979 J dt. 10.01.2003 Rs. 50,00,000
3. G.O. 1688J dt. 25.03.2003 Rs. 25,00,000
Rs.1,00,00,000

Certified that out of Rs 1,00,00,000/- of grants in aid sanctioned during the year 2002-2003 in favour of the W. B. National University of Juridical Sciences under this Department letter No. given in the margin and Rs..... on account of unspent balance of the previous year, a sum of Rs 1,00,00,000/- has been utilised for the purpose of Construction of permanent campus of the W. B. NUJS for which it was sanctioned and that the balance of Rs Nil remaining unutilised at the end of the year has been surrendered to Government (vide No..... dated.....) and will be adjusted towards the grants-in-aid payable during the next year.....

2. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled/ are being fulfilled and that I have exercised the following checks to see that the money was actually utilised for the purpose for which it was sanctioned.

Kinds of check exercised

1. All relevant document in connection with above payments for construction of New campus of the University

2.

3.

Signature:

Designation:

Date:

Registrar
The W. B. National University
of Juridical Sciences

ANNEXURE - XIII

The WB National University of Juridical Sciences
'NUJS Bhavan' 12, LB Block, Sector - III, Salt Lake City, Kolkata 700098
Phones 23350500/0511/1855 Fax
E-mail nujs@cal3.vsnl.net.in Gram JURVARSITY

Prof. Gangotri Chakraborty
Registrar

NUJS/Pr.Secy./Jud.Deptt./Grant/Const./2003 23 May 2003

The Principal Secretary,
Department of Law and Justice,
Government of West Bengal,
Writers' Buildings,
Kolkata - 700 001.

Sir,

This is to draw your kind attention to the decision of the Executive Council of NUJS in two consecutive meetings held on 1st February 2003 and 29th March 2003 regarding the repayment of HUDCO loan.

According to the repayment schedule of the Corporation Bank spread over between 2003-2004 and 2015-2016 would aggregate to Rs. 3,404.00 lakhs. However, the Corporation Bank has offered flexibility and repayment schedule can be set according to the requirement of NUJS. NUJS has calculated that the interest burden on the loan repayment can be considerably reduced if the repayment is scheduled immediately in equated quarterly instalments of Rs. 70.00 lakhs each. This will further enable NUJS and the Government to know the liability in advance and as such organise the finances accordingly. The Finance Committee of the NUJS approved this repayment schedule on 31.01.2003. A copy of the decision of the Finance Committee in this regard is enclosed. The Executive Council again approved of this repayment schedule on 01.02.2003 and 29.03.2003, copies of the resolutions are appended with this letter.

Accordingly, a loan agreement with the Corporation Bank has been executed. In terms of the said agreement with Corporation Bank, NUJS is required to pay a monthly interest of the said loan account w.e.f. February 2003, until the loan is completely repaid. The interest on the loan is directly debited to the loan account on the last day of every month. His means, unless the interest is serviced immediately, it will increase the loan burden and involve payment of interest over interest in addition to the principal amount of the loan.

In order to prevent such a situation, the University, with the approval of the Executive Council deposited a sum of Rs. 70.00 lakhs at the beginning of this quarter into its loan account. However, for lack of money the amount is borrowed from the University fund and is to be replenished as and when the Government Grant idsreceived.

Unfortunately, we are yet to receive any grant for this purpose and there is no sufficient fund in the University account for any further borrowal. In view of the situation, it is my urgent and earnest request to you that a sum of Rs. 70.00 lakhs may be released to NUJS in every quarter to avoid further increase in the loan by way of interest on interest. Copies of the resolutions of the Executive Council decisions are appended with this letter.

With warm regards,

Yours sincerely,
Gangotri Chakraborty
Prof. Gangotri Chakraborty

78

Annexure - XIII

W. B. National University Of Juridical Sciences

"NUJS BHAVAN"

SALT LAKE, KOLKATA

Minutes of the Twelfth Meeting of the Executive Council of the W. B. National University of Juridical Sciences held on Saturday, March 29, 2003 at NUJS BHAVAN, Salt Lake, Kolkata

The Twelfth Meeting of the Executive Council was held on Saturday, 29th March, 2003 in the NUJS Bhavan, Salt Lake, Kolkata. The following members were present :-

1. Hon'ble Mr. Justice S. Rajendra Babu
   Judge, Supreme Court of India
   New Delhi.

2. Hon'ble Mr. Justice Altamas Kabir
   Judge, Calcutta High Court
   Kolkata .

3. Hon'ble Mr. Justice Chittatosh Mookerjee
   Former Chief Justice of Calcutta High Court
   Kolkata .

4. Hon'ble Mr. Nisith Nandan Ahikary
   Minister for Law and Justice
   Govt. of West Bengal
   Kolkata .

5 Mr. K. K. Venugopal
   Senior Advocate, Supreme Court of India
   New Delhi.

112

79

Annexure "A"

6. Mr. Balai Chandra Ray
Advocate General of West Bengal
Kolkata

7. Professor T. K. Oommen
Former Chairman, School of Social Systems
Jawaharlal Nehru University
New Delhi.

8. Mr. Pranab Kumar Deb
Secretary
Judicial Department
Govt. of West Bengal
Kolkata .

9. Mr. Jawahar Sircar
Secretary
Higher Education Department
Government of West Bengal
Kolkata .

10. Professor N. R. Madhava Menon
Vice-Chancellor
NUJS. Kolkata .

11. Prof. Gangotri Chakraborty
Professor and Registrar
NUJS, Kolkata .

12. Mr. Anirban Mazumder
Lecturer in Law
NUJS, Kolkata .

13. Ms. Meena Panicker
Lecturer in Law
NUJS, Kolkata .

1/3

Mr. Samar Ghosh, Secretary, Finance Department, Govt. of West Bengal, could not attend the meeting as he was out of station.

80

Annexure

RESOLUTION :

The Council approved the following positions for immediate appointment in the University :

Sr. No	Posts	Scale of Pay Rs.	Post Sanctioned	Remarks
1	Assistant Registrar	6500-200-10,500/-	3	To be appointed as per norms and procedures earlier approved
2	Data Entry Operator cum-Office Assistant	4500-125-7000/-	14	-do-
3	Driver-cum-Helper-cum-Maintenance staff	2550-55-2660-60-3200	8	-do-
4	Technical Assistant	5500-175-9000	2	One has already been appointed the other may be appointed at some later point of time.
5	Assistant Librarian	5500-175-9000	1	To be appointed as per norms and procedures earlier approved
6	Library Assistant	4500-125-7000	4	-do-
7	Library Attendant	2500-55-2660-60-3200	5	-do-

12	Take over of HUDCO Loan bY Corporation Bank, NUJS Branch	The Executive Council in its Eleventh Meeting dated 1st February, 2003, had approved the take over of HUDCO Loan by the Corporation Bank and directed the University to proceed with the transfer agreements. Accordingly the Loan Agreement between the University and M/s. Corporation Bank was executed on 21.02.2003. (A copy of the Loan Agreement was enclosed as Annexure - IX of Agenda Papers.) As per the stipulation the loan was to be guaranteed by the Government of West Bengal. The Bank had proposed a tripartite deed of Guarantee Agreement to be executed by the representatives of Government of West Bengal, the NUJS and the Corporation Bank. However, as the Government guarantee agreements are issued unilaterally on an approved format, the same was executed by the Special Secretary, Judicial Department of the Government of West Bengal on 21.02.2003, which was accepted by the Corporation Bank. (A copy of the Guarantee Deed was also enclosed as Annexure - IX (a) with Agenda. The formalities having been completed, the Corporation Bank wa requested to discharge the loan liability of NUJS with HUDCO to the extent of

		Rupees Seventeen Crores Sixteen lakhs forty-three thousand and thirty nine only of which Rupees Sixteen Crores eighty five lakhs only was the principal amount of the loan received from HUDCO and the balance amount was the interest. The Bank deposited the amount in the accounts of HUDCO on 22.2.2003. A copy of the Bank letter of intimation to that effect is was enclosed as Annexure - IX (b) with Agenda. We are get to receive the final settlement letter from HUDCO which may bring out some additional liabilities to the paid up for ending the contract. In terms of the loan agreement with Corporation Bank, NUJS is required to pay monthly interest of the said loan account from February 2003 onwards till the loan is fully repaid to the Corporation Bank. As per the system the amount of interest will be debited to the loan account on the last day of every month and an interest demand notice will be sent to NUJS on the same day to enable payment of the same. This means that unless the interest is serviced immediately, it will increase the loan burden and involve payment of interest over interest in addition to the principal amount of loan. To prevent such a situation, the University may deposit the quarterly amount of rupees seventy lakhs only as already decided by the Executive Council in its Eleventh Meeting of 1st February 2003 be made payable in our lean repayment account at the beginning of each quarter instead of at the end of the quarter. This will ensure that interest can be paid on the first day of each month without incurring interest upon interest. The money may be drawn from the University Fund to be replenished as and when Government Grant is received. The Government of West Bengal have already been apprised of the position and requested to release the quarterly instalments of grant accordingly. Copy of the letter dated 28th February 2003 was enclosed as Annexure - IX (c) with Agenda . The loan interest for the month of February 2003 (22nd to 28th) which was debited to the loan account was Rupees Three lakhs forty-five thousand six hundred and thirty eight only. The amount has been paid into the loan account from the University fund on 3rd March 2003. RESOLUTION : The item was considered along with Additional Agenda Item No. 1. The Council approved payment of quarterly instalemnt of Rs. 70 lakhs to Corporation Bank at the beginning of each quarter from University fund to be replenished when the construction grant is received from the Government and further approved the payment of Rs. 16,62,066.00 as pre-payment charges to HUDCO.
13	Process of short-listing for the post of Assistant Registrar - matter arising from 11th Executive Council and Selection Committee Recommendations.	In the 11th Meeting of the Executive Council on February 1, 2003, the following recruitment process for the post of Assistant Registrar was approved : (i) The process should be short-listing and interview. Short-listing to be done on merit of the percentage of marks obtained in the qualifying examination (Graduation) with extra weightage of Post-Graduate qualification. (ii) 10% of the total applicants be called for interview.

Registrar Annexure-XII

W. B. National University Of Juridical Sciences

"Aranya Bhavan"

Salt Lake, Kolkata

Minutes of the Eleventh Meeting of the Executive Council of the W. B. National University of Juridical Sciences held on Saturday, February 1, 2003 at the Conference Room of the University

The Eleventh Meeting of the Executive Councilwas held on Saturday, 1st February, 2003 in the Conference Room of the University in Aranya Bhavan, Salt Lake, Kolkata . The following members were present :-

1. Hon'ble Mr. Justice S. Rajendra Babu
   Judge, Supreme Court of India

2. Hon'ble Mr. Justice Chittatosh Mookerjee
   Former Chief Justice of Calcutta High Court

3. Hon'ble Mr. Nisith Nandan Ahikary
   Minister for Law and Justice
   Govt. of West Bengal

4. Professor N. R. Madhava Menon
   Vice-Chancellor
   NUJS, Kolkata .

5. Mr. Pranab Kumar Deb
   Secretary
   Judicial Department
   Govt. of West Bengal

116

6. Professor Gangotri Chakraborty
   Professor and Registrar

7. Ms. Meena Panickar
   Lecturer in Law
   NUJS, Kolkata .

63

The following members could not come due some unavoidable circumstances :

1. Hon'ble Mr. Justice Tarun Chatterjee
   Chief Justice, Allahabad High Court

2. Mr. K. K. Venugopal
   Senior Advocate, Supreme Court of India

3. Mr. Balai Chandra Ray
   Advocate General, West Bengal

4. Professor T. K. Oommen
   Chairman, School of Social System
   Jawaharlal Nehru University, New Delhi

5. Mr. S. N. Ghosh
   Principal Secretary, Higher Education
   Govt. of West Bengal

6. Mr. Samar Ghosh
   Secretary, Finance Department
   Govt. of West Bengal

7. Mr. Abirban Mazumder
   Lecturer in Law
   NUJS, Kolkata .

At the outset the Council members congratulated the Vice-Chancellor on his receipt of the National honour of PADMASHREE in Public Affairs Law on the Republic Day, 2003.

The Finance Committee recommended that the licence fee be recovered w.e.f. June 2002 as recommended by the 10th Executive Council at the rate of 5% of the basic pay from the occupants of NUJS hired flats. Rules may be framed and placed before the Executive Council accordingly.

Resolution :

The Rules were accordingly placed before the Executive Council. The Council examined the recommendation of the Finance Committee and perused the rules and resolved that recovery of licnece fee at the rate of 5% of the basic pay w.e.f. June 2002 be made from the occupants of the NUJS hired flats and the Rules made therefor be adopted.

Takeover of HUDCO Loan by Corporation Bank	The proposal to transfer the building construction loan of Rs. 2000 lakhs from HUDCO to Corporation Bank on lesser interest rate and favourable repayment terms had been approved by the Executive Council. The Government of West Bengal agreed to stand guarantee and assured budgetary support to service repayment with interest. In terms of earlier sanction by the Corporation Bank, chargeable rate of interest was 0.50% below PTLR (Prime term lending rate) i.e. 11.75% per annum. Meanwhile HUDCO further reduced its interest rate to 10.75% with effect from December 2002. According to revised repayment schedule furnished by HUDCO, total liability of NUJS has been tentatively worked out to Rs. 3824.98 lakhs of which Rs. 197.39 lakhs is the amount of interest up to 2002-2003 i. e. before commencement of repayment. Repayment liability of Rs. 3627.59 lakhs has been spread over from 2003-04 to 2015-16. In the event of liability being discharged ahead of schedule prepayment charge @ 1.0% is leviable as per terms of agreement with HUDCO. The Vice-Chancellor has already written to Chairman, HUDCO requiring waiver of the same. Repayment to Corporation Bank at the reduced interest rate of 10.50% p.a. (which is tentative and may undergo further downward revision) and spread over the same period of time as HUDCO i. e. between 2003-04 and 2015-16 would aggregate to Rs. 3404.00. However, Corporation Bank has offered flexibility in this regard and optimization of repayment schedule according to requirement of NUJS as permissible without levy of any

	penalty. It is proposed to schedule the repayment on equated quarterly instalment basis (quarterly instalment will be Rs. 70 lakhs approximately) whereby the liability is known in advance and Government support to the extent can be sought. The matter was placed before the Finance Committee which recommended the matter for the approval of the Executive Council. The letter of Corporation Bank reducing the rate of interest from 11.75% (0.5% below PTLR) to 10.5% (1.75% blow PTLR) was placed before the Executive Council. **Resolution :** **After going through the letter and discussing the matter in details, the Council resolved to approve the transfer and directed the University to proceed with the transfer agreement accordingly.**
Resignation of Registrar, Mr. Satrajit Choudhury	Mr. Satrajit Choudhury had been appointed Registrar of NUJS by the Executive Council and he had joined on 17th October, 2002. Mr. Choudhury had tendered his resignation on personal grounds with effect from 16.12.2002. Vice-Chancellor accepted the resignation and directed Prof. Gangotri Chakraborty who was also a former Registrar of the University to officiate as Registrar of the University with immediate effect. Executive Council may now like to reappoint Prof. Gangotri Chakraborty as the Registrar of the University on the same terms and conditions of her earlier appointment. **Resolution :** **The Council ratified the action taken by the Vice-Chancellor and resolved that Prof. Gangotri Chakraborty be reappointed as Registrar of the University on the same terms and conditions of her earlier appointment.**
Nomination of Mr. Samar Ray, Secretary Finance-cum-Commissioner, Internal Audit, to the Finance Committee Of NUJS	Finance Committee is a statutory authority of the University (S.8., WBNUJS Act, 1999) and comprises of the following members (Item 16, Schedule to the WBNUJS Act, 1999) : (a) The Treasurer of the University (b) Vice-Chancellor (c) Three members nominated by the Executive Council from amongst its members, out of whom at least one shall be from the Government of West Bengal

Registered

W.B. National University Of Juridical Sciences

ARANYA BHAVAN
SALT LAKE, KOLKATA

Minutes of the Ninth Meeting of the Finance Committee held on 31st January, 2003

The Ninth Meeting of the Finance Committee was held at the premises of the University in Aranya Bhavan, Salt Lake, Kolkata , on 31st January, 2003.

The following members were present :--

1. Hon'ble Mr. Justice Chittatosh Mookerjee
   Former Chief Justice of Calcutta High Court

2. Professor N. R. Madhava Menon
   Vice-Chancellor, NUJS

3. Mr. Pranab Kumar Deb
   Secretary, Judicial Department
   Government of West Bengal

4. Mr. Samar Ray
   Secretary-cum-Commissioner, Internal Audit
   Government of West Bengal
   (as a special invitee)

5. Professor Gangotri Chakraborty
   Professor and Registrar

Mr. Balai Chandra Ray, Advocate General of West Bengal, and Mr. Samar Ghosh, Secretary, Finance Department, Govt. of West Bengal were unable to attend the meeting.

GT

Annexure- XIII

Minutes of the Ninth Meeting of the Finance Committee held on 31st January, 2003

Sr. No	Agenda Items	Resolution	Actions Taken/Remarks
1	Confirmation of the Minutes of the Eighth Meeting of the Finance Committee	The Committee deliberated the minutes of the 8th Meeting of the Finance Committee held on 10th September 2002, noted the action taken thereupon and confirmed the minutes.	
2	Licence Fee for occupation of Flats hired by NUJS :	During the audit of the Accountant General's Office, it was observed that the faculty and staff occupying flats hired by the NUJS had not been paying licence fee for such occupation over and above rent recovered from them i. e. HRA. The matter was considered by the Executive Council in its meeting dated 26.10.2002 when it was decided that licence fee for occupation of NUJS hired flats would be levied as per the Government of West Bengal rates with retrospective effect from June 2002. On a query made to the Government of West Bengal it transpired that no licence fee is being realized from allottees who joined service on or after December 1989. Those who joined prior to that date pay licence fee at various rates ranging from 6% to 11% of pay depending on their pay scale. Letter sent to Housing Department, evoked no response. For employees of Central Government occupying government, accommodation, payment of licence fee is mandatory on scales according to pay range, type of accommodation and living area. Amount of monthly fee ranges from Rs. 20.00 to Rs. 1274.00. Resolution : The Finance Committee noted that the Executive Council had already decided that licence fees should be recovered from persons occupying NUJS hired flats with effect from June 2002. The Finance Committee recommended that licence fee should be realised at the rate of 5% of the basic pay w.e.f. June 2002.	
3	Takeover of HUDCO Loan by Corporation Bank	The proposal to transfer the building construction loan of Rs. 2000 lakhs from HUDCO to Corporation Bank on lesser interest rate and favourable repayment terms had been approved by the Executive Council. The Government of West Bengal agreed to stand	

121

86

		guarantee and assured budgetary support to service repayment with interest. In terms of earlier sanction by the Corporation Bank, chargeable rate of interest was 0.50% below PTLR (Prime term lending rate) i.e. 11.75% per annum. Meanwhile HUDCO further reduced its interest rate to 10.75% with effect from December 2002. Corporation Bank has now offered an interest rateof 10.5%. According to revised repayment schedule furnished by HUDCO, total liability of NUJS has been tentatively worked out to Rs. 3824.98 lakhs of which Rs. 197.39 lakhs is the amount of interest up to 2002-2003 i. e. before commencement of repayment. Repayment liability of Rs. 3627.59 lakhs has been spread over from 2003-04 to 2015-16. In the event of liability being discharged ahead of schedule prepayment charge @ 1.00% is leviable as per terms of agreement with HUDCO. Vice-Chancellor has already written to HUDCO Chairman requesting waiver. Repayment to Corporation Bank at the reduced interest rate of 10.50% p.a. (which is tentative and may undergo further downward revision) and spread over the same period of time as HUDCO i. e. between 2003-04 and 2015-16 would aggregate to Rs. 3404.00. However, Corporation Bank has offered flexibility in this regard and optimization of repayment schedule according to requirement of NUJS is permissible without levy of any penalty. It is proposed to schedule the repayment on equated quarterly instalment basis (quarterly instalment will be Rs. 70 lakhs approximately) whereby the liability is known in advance and Government support to the extent can be sought. Resolution : **The Finance Committee directed that the letter informing reduction in the rate of interest should be placed before the Executive Council and recommended the matter for approval of the Executive Council.**
1	Request made by Corporation Bank regarding increased floor area	Initially, half the portion of the first floor of the Bank building was left vacant and it was contemplated that a medical unit could start there. Now with the completion of the building, the medical unit is located suitably and as such no other activity is being planned for this part of the building at present. It was pointed out that since the Bank will have its own security arrangements, this part of the campus will be well guarded should this request be agreed to.

122

89

Annexure - XIII.

MINUTES OF THE

FIRST MEETING OF THE GENERAL COUNCIL OF

THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, CALCUTTA

HELD AT ARANYA BHAVAN ON 21st APRIL, 2000

123

(CIRCULATED FOR FAVOUR OF APPROVAL)

90

Annexure - XIII

For favour of approval

Minutes of the 1st General Council Meeting of the of the W. B. National University of Juridical Sciences held on 21st April 2k at 3.00 P.M. in the Conference Hall of the University.

Members present :

1. Hon'ble Dr. Justice A. S. Anand
   The Chief Justice of India and
   Chancellor of the University
2. Hon'ble Mr. Justice S. P. Bharucha, Judge, Supreme Court
3. Hon'ble Mr. Justice B. N. Kirpal, Judge, Supreme Court
4. Hon'ble Mr. Justice Chittatosh Mukherjee (Retd.)
5. Hon'ble Mr. Justice A. K. Mathur, Chief Justice of Calcutta High Court
6. Hon'ble Mr. Justice Mukul Gopal Mukherjee (Retd.)
7. Hon'ble Mr. Satya Sadhan Chakraborty,
   Minister, Higher Education, Government of West Bengal
8. Hon'ble Dr. Ashim Dasgupta, Minister of Finance, Govt. of West Bengal
9. Hon'ble Mr. Nisith Nandan Adhikary, Minister for Law, Govt. of West Bengal
10. Mr. N. N. Gooptu, Advocate General, West Bengal
11. Mr. Bidyut Kiran Mukherjee, Chairman, Bar Council of West Bengal
12. Mr. K. K. Venugopal, Senior Advocate
13. Mr. Kumud Nath Sharma, Member, University Grants Commission

91

Annexure- XIII

4. Prof. Amitabha Basu, Director, IIM, Calcutta

5. Mr. Arunabha Barua, Law Secretary, Govt. of West Bengal

6. Dr. Bhabani Prasad Panda, Associate Professor, NUJS

7. Dr. Gangotri Chakraborty, Associate Professor, NUJS

8. Prof. N. R. Madhava Menon, Vice-Chancellor, NUJS,

genda No. 1. Welcome and requesting the Chancellor to preside the meeting.

The Vice-Chancellor welcomed the Chancellor to the University and requested m to preside over the meeting.

genda No. 2 : Review of broad policies and programmes.

genda Notes : Among the functions of the General Council, an important item under Section 5(a) is to "review from time to time the broad policies and programmes of the University and to suggest measures for the improvement and development of the University". A document called Vision Statement is prepared by the Vice-Chancellor (copy enclosed) in the context of the University Act proposing some broad policies and programmes. The Academic and Executive Councils have discussed it in earlier meetings. The Bulletin of the University brought out recently reflect some of these policies and programmes.

The Vice-Chancellor would further elaborate on the ideas and the reactions from others concerned on the policies at the meeting.

The General Council is requested to consider the policies and advise the University on changes, modifications directions etc. to be adopted.

125 The Vice-Chancellor introduced the vision statement to the General Council ch was discussed and welcomed by the meeting.

The General Council suggested that the Vice-Chancellor may like to exercise a care and caution regarding the projects proposed to be taken up under the three ools, namely, School of Criminal Justice Administration, School of Environmental and Sustainable Development and School of Business and Trade Laws. The nstream activity of teaching undergraduate and post-graduate students shall not be wed to suffer under any circumstances and the

92

commitment to excellence in standards maintained. The Vice-Chancellor assured the Council that independent research staff would be employed to execute the projects and their out put would greatly enhance the teaching capacities of the University and its faculty members. In any case the projects are unlikely to get going in the immediate future as a lot of preparation has to be done in giving shape to them and in mobilizing resources therefor.

The Hon'ble Finance Minister intervened to say that the University need not go about seeking projects if the intention is to raise funds for infra-structure development as the West Bengal Government would fully finance it. The Director, IIM, desired that research projects are an essential part of institutional development and would have a multiplier effect in academic and professional capabilities.

Appreciating the concerns of the Council, the Vice-Chancellor promised to take up only such projects which are necessary for and are capable of integration with the teaching programmes of the University.

Agenda No. 3. Consideration of the Academic, Financial and Service Regulation

Agenda Notes : Under Section 13(4) of the University Act "all regulations made by the Executive Council shall be submitted, as soon as may be, for approval, to the Chancellor and to the General Council at its next meeting and the General Council shall have, by a resolution passed by a majority of not less than two-thirds of the members present, the power to cancel any regulation made by the Executive Council and such regulations shall, from the date of such resolution, cease to have effect".

In pursuance of the above, a complete set of the Regulations so far made are submitted for consideration.

Resolution :

The Academic, Financial and Service Regulations as adopted by the Executive Council have been approved by the Chancellor and the General Council.

126

Agenda No. 4 : Nomination of Treasurer of the University

Agenda Notes An important University body responsible for financial management of the University is the Finance Committee which is to be constituted partly by the Executive Council and partly by the General Council. The Chairman of the Finance Committee is the Treasurer who is to be a member of the General Council to be

Annexure - XIII

nominated by the General Council (Section 3 (2) of the Schedule to the Act).

The General Council is requested to choose the treasure of the University under the above provision.

olution : The General Council unanimously nominated Hon'ble Mr. Justice Chittatosh Mukherjee (Retd.) to be the Treasurer of the University which he agreed to initially for a period of one year.

nda No. 5. Plans and Estimates for Campus Construction

nda Notes: For the efficient functioning of the University set to achieve excellence in as short a time as possible, it is important to provide a working environment with minimum infra-structural facilities. Because of the support extended by the West Bengal Government temporary facilities are provided in the building constructed for the Forest Ministry. The building has to be vacated within two years. Further, the space is totally inadequate when the second batch of students join next year. As such, the Executive Council resolved to start constructing the first phase of the permanent campus to be ready within two years.

The architects will provide a quick over-view of the plan and facilities through slides and charts for the consideration of the Chancellor and members of the General Council. The Council may pass resolution it considers appropriate on the subject.

solution : The General Council approved the plans presented for campus construction.

Mr. Ashim Dasgupta Hon'ble Minister for Finance , assured the Council that Government of West Bengal should be able to meet all the expenses for campus construction of the University.

127

The General Council felt that even if it costs a little more the hostel rooms should either be single or double seated only. The architects were accordingly asked to revise the plans for the hostel. The Finance Minister promised to extend the necessary assistance in the current year's budget to get the hostels ready within 18months.

94

Agenda Item No. 17. **Letter from Corporation Bank regarding filling of good earth for landscaping**

In order to have the landscaping of the campus done, the landscaping site is to be filled with good earth. The approximate area is 50,000 square feet and the filling is to be done for about 6 inches recommended by two experts Mr. Subhas Guhaniyogi and Mr. B. G. Santra who came as expert advisors from Indian Horticultural Society, New Alipore.

M/s. Bridge and Roof has expressed inability to help. However this item also does not figure in their tender.

M/s. Corporation Bank has expressed inability to do this good earth filling although the earth for lawn surface will be provided by them.

Open tender for landscaping has been made. It has two parts, one for earth filling and the other for actual landscaping. If agreed to, the Bank will allocate the work to the selected bidder and raise the bill for earth filling on NUJS on a rate/truck basis for which the tenders have been called.

The report and analysis of tender is submitted in Annexure - XIV

Approx - 50 truck loads
@ Rs 600/=
50 × 600/- = Rs 30000/=

Approved.

ANNEXURE-XIV

कार्पोरेशन बैंक
(भारत सरकार का उद्यम)
एन यू जे एस शाखा
12, एल बि ब्लाक, सेक्टर - III
साल्ट लेक सिटी
कोलकाता - 700 098
दूरभाष - 2335 1402/1403

Corporation Bank
(A Government of India Enterprise)
N U J S Branch
12, LB Block, Sector - III
Salt Lake City
Kolkata - 700 098
Phone : 2335 1402/1403

OR/NUJS/128/2003 June 03, 2003

The Registrar,
The W.B.National University
of Juridical Sciences,
12 LB Block, Salt Lake City,
KOLKATA-700098

Dear Madam,

Horticultural and landscaping work in your campus

This has got a reference to the discussions we had on 27th May, 2003 with two experts from Horticultural Society, New Alipur.

It was emerged from that discussion that filling the site with good earth of sufficient quantity (300 truch loads -approx) is prerequisite for ensuring quality gardening in the campus.

Filling up the entire site with good earth is a costly affair and it was not there in our budget for gardening in your campus. Therefore, we would request you to bear the expenses of good earth from your own resources.

Yours faithfully,

Senior Manager

129

96

ANNEXURE-XIV

कार्पोरेशन बैंक
Corporation Bank

CORPORATION BANK,
NUJS CAMPUS BRANCH, KOLKATA

COMPARATIVES OF THE QUOTATIONS RECEIVED FROM VARIOUS CONTRACTOR FOR THE GARDENING JOB OF WBNUJS, SPONSORED BY OUR BANK. THE SEALED QUOTATIONS ARE BEING OPENED, THIS DAY THE 12TH JUNE, 2003 IN PRESENCE OF ALL THE CONTRACTORS AND FOLLOWING MEMBERS FROM THE WBNUJS & CORPORATION BANK:

1. PROF (MS.) GANGOTRI CHAKRABORTY, REGISTRAR, WBNUJS
2. MR. DIBAKAR KANUNJNA, ACCOUNTS OFFICER, WBNUJS
3. DR. DEBASIS MAITI, SENIOR MANAGER, CORPORATION BANK

12/6/03 Gangotri Chakraborty 12/6/2003

SL. NO.	NAME OF THE CONTRACTOR	AMOUNT QUOTED FOR GARDEN DEVELOPMENT (A)	AMOUNT GOOD EARTH/SPREADING, LEVELLING (B) + (C) = (X)	
01.	Security & Investigation Bureau — 159 950/- + 7%	= 1,71,146.50	192600/- Rs 600/- per p/truck + 7% Service charge	192600/-
02.	Kalakriti	2,29,930=00	180000/- Rs 600/- per truck	30,000/-
03.	Ross Enterprise	2,41,725=00	285000/- @ Rs 950/- per truck	
04.	Nandan Kanan	3,95,040=80	246000/- Rs 820/- per truck	67500/-
05.	Shri 'S' Nursery	1,77,355=00	195000/- Rs 650/- per truck	36000/-
06.	Modern Gardening	3,76,800=00	180000/- Rs 600/- per truck	48000/-
07.	Mukherjee Son's & Sons	2,30,250=00	2,22,000/- Rs 740/- per truck	45,000/-
08.	Chetana Nursery	4,74,890=00	2,10,000/- Rs 700/- per truck	60,000/-
09.	Nursery Princes	1,65,350=00	2,40,000/- Rs 800/- per truck.	62,500/-

47

Agenda Item No. 18. **Opening of Academic Development Fund**

In the Ninth Meeting of the Executive Council held on 13th April 2002, the Council approved the second phase strategies for achieving excellence. The strategies broadly discussed were :-

(1) Infrastructure and Finance
(2) Faculty Development
(3) Organization and Management
(4) Goals-setting and Accountability

The Council while appreciating the proposal, held that the quest for excellence could not be pursued in vacuum. ~~(excerpt from the minutes of the 9th Meeting is enclosed as Annexure - XV)~~ Mobilization of fund would therefore be necessary for venturing into the future developmental programmes.

At present the University provides opportunities for teachers to build capacity for improved teaching by organizing workshops and seminars in the University and also by sending them to other Universities to learn from experience. Moreover the University offers about 20 optional courses at a time in highly specialized area, which requires experts for teaching. For this experts are invited not only from India but also abroad. All these require augmentation of funds and Infrastructure.

To be able to implement the above plan of quality improvement in teaching and research activities there is no provision as such in the annual budget. A separate fund is therefore necessary for which a continuing effort has to be maintained. As at present the annual estimated expenditure in this regard is calculated around Rs. 8 to 10 lakhs as follows :

~~(a)~~ Expenditure on visiting scholars teaching for various period. For each such person the cost is roughly Rs. 50,000/- as follows :

(i)	Honorarium	⇨	Rs. 10,000.00
(ii)	Travel	⇨	Rs. 25,000.00
(iii)	Accommodation (furnished)	⇨	Rs. 5,000.00
(iv)	Office Space	⇨	Rs. 3,000.00
(v)	Hospitality	⇨	Rs. 2,000.00
(vi)	Logistic Support	⇨	Rs. 5,000.00
	Total	⇨	Rs.50,000.00
			==========
			Rs. 3.00 lakhs

131

On an average during the last five years 6 to 10 such visiting professors were engaged in teaching at NUJS.

Approved.

96

(b)	Guest teachers from Kolkata and neighbourhood are Regularly taking classes @ Rs. 10,000/- per month		Rs. 1.20 lakhs
(c)	Seminars and workshops undertaken for capacity building of the faculty	...	Rs. 1.50 lakhs
(d)	Faculty sent for participation in academic programmes outside	...	Rs. 2.50 lakhs
		Total: ⇨	**Rs. 8.20 lakhs**

To be able to earn an amount equivalent to Rs. 10 lakhs per year for this academic improvement programme a corpus of at least Rs. One Crore has to be quickly mobilized. The Finance Committee may kindly consider and recommend to the Executive Council for creation of an Academic Development Fund with an initial corpus of Rs. One Crore and set aside 5% of tuition fees every year from 2003-04 onwards to augment the fund till it reaches Rupees Ten Crores.

ANNEXURE - XV

Excerpts from the Eighth Meeting of the Executive Council held on 13th April 2002

	Additional Agenda Items	
1.	To consider the second phase strategies for achieving excellence	The Vice-Chancellor mentioned that the University is into its third year now. During the preceding two years, the University was setting itself up to be fully functional and commence teaching, research, placement etc. During this period the University has already made a place for itself as a *potential centre for excellence.* Its balance-sheet of achievements at this stage looks very bright. He said that time has come now when we have to start planning the strategies for the second phase. A note laying down some possible strategies was circulated among the members of the Executive Council to facilitate discussion of an action plan in this regard. He put forward the following plan before the Council : I. **Infra-structure and Finances** To be able to think creatively and implement plans aggressively, it is necessary to have proper infra-structural facilities and adequate funds which at present NUJS does not have. If plans are deferred till it acquires proper infra-structure, then the quest for excellence will be indefinitely delayed. Therefore a plan needs to be evolved for implementation in phases. NUJS will soon have a permanent building designed to serve the needs for the immediate future. It is a building constructed in less than 5 acres of land which obviously is insufficient for all its planned programmes. There is no faculty housing available; nor does it have a guest house for visiting professors or scholars. There is need for at least another 10 acres of land to be acquired nearby and construction for faculty/staff residences has to be undertaken early. Student amenities like playing fields have to be organized. The new building requires an e-library, a state-of-the-art information system accessible to every student, teacher and staff as well as number of educational aids and equipments all of which will require heavy investment. To be able to give suitable support services for pursuing education and scholarship at a level comparable to the best of institutions of its kind, an annual budget of Rupees ten crores may have to be mobilized. Today the budget is less than three crores of which nearly half the amount is raised by way of fees and the other half as grant from government. Unless the University is

assured of steady flow of funds, it may not be able to implement academic programmes designed to achieve a degree of excellence in the near future. The system prevailing with private Universities like Harvard and Oxford for raising resources need to be considered if comparable excellence is to be aimed at.

II. Faculty Development

There are five Law Universities in the country today including NUJS, Kolkata. There are some hundred other Universities which also teach law through their Law Departments or affiliated law colleges. All these law teaching institutions have, of late started attracting bright students. At the same time, none of them is able to attract competent teachers who can contribute towards achieving excellence. The fact is that there are not good law teachers produced under the existing system or that they prefer to take other jobs including legal practice rather than join full-time teaching. It is sad to find talented and motivated students unable to get a matching faculty to delve into the challenging world of modern jurisprudence beyond the horizons of compartmentalized knowledge and conventional frame of analysis. NUJS will soon have to find a strategy to overcome this predicament lest all its plans towards excellence should flounder on this count alone.

He made some suggestions for consideration. They are not given in any order of priority nor are to be taken as mutually exclusive :

(a) A large pool of young eligible teachers may be appointed as Temporary Lecturers for a trial period of not exceeding two years during which time they may be trained, guided and evaluated for regular selection.

(b) An LL. M. programme with fairly attractive scholarship may be announced to induce talented persons to take teaching as a career at least for five years with NUJS.

(c) Increase the salary and perquisites of regular teachers substantially and provide fast-track promotional avenues to the really brilliant and hard working teachers.

(d) Make a determined effort to invite reputed scholars from India or abroad either on contract for one or two years, or for short-term teaching on negotiated terms which should be flexible, attractive and competitive. This would require separate assured finances either through endowments or otherwise. A search in other countries particularly of Asian scholars who may be inclined to come may have to be made.

Distinguished advocates, retired judges and even senior civil servants can be associated if they are disposed favourably to scholarship and are available for full-time teaching even if it is for a semester or two.

(e) Retired law teachers who have a reputation for scholarship may also be invited as emeritus professors if they are willing to come for an year or two.

(f) Twinning with reputed foreign law schools may have to be explored to avail of academic exchanges and for faculty development. Some assured funding by organizations like Ford Foundation or NRIs has to be sought for supporting faculty development and academic exchange programmes.

(g) Through multi-media mode, efforts may be made to link with scholars outside for the benefit of improved instruction in specialized subjects.

(h) Finally, a liberal programme of letting students study abroad for a semester or two for such subjects in which expert faculty is not available in India can also be explored, if the students can pay themselves for the costs involved.

III. **Organization and Management**

Autonomy and freedom with accountability are essential for academic excellence. NUJS does enjoy a certain measure of autonomy not available to conventional Universities. However, autonomy is linked with adequacy and availability of funds both of which are uncertain at the present moment.

For the present what needs to be discussed is how the University can bring in a much wider spectrum of scholars and experts in its decision-making bodies like the Academic Council and Executive Council. Perhaps representation for influential interest groups in the Executive and General Councils may help in mobilizing resources and establishing twinning arrangements with reputed institutions. Re-structuring of the University bodies needs to be considered in this regard.

IV. **Goals-setting and Accountability**

Another related issue warranting attention is setting achievable goals from time to time and extracting accountability from those in charge of different functions in the University. Being a small University at present it is possible for the Vice-Chancellor and the Registrar to oversee every aspect of life and activity in the Campus. With increase and diversification of activities, a system which can adapt and grow needs to be conceived and put in place gradually.

The Executive Council unanimously admitted that the quest for excellence cannot be pursued in vacuum and the suggestions made are the minimum needs to be adopted at the earliest if the University is to develop into an Institution of Excellence. The Council also approved the proposal recommended by the Academic Council towards realizing the goals set out and the strategies prescribed.

Agenda Item No. 19. Settlement of HUDCO Loan

The NUJS availed loan of Rs. 16.85 crores from the Housing and Urban Development Corporation for construction of campus on the strength of Government guarantee. The loan was taken out by the Corporation Bank as per direction of the Executive Council. Consequent upon clearance of their dues, HUDCO has released the State Government guarantee security dated 25.5.2001 vide their letter dated 29.5.2003, a copy of which is placed as Annexure - XVI.

Noted

136

103

"By Land"

ANNEXURE-XVI

हडको
hudco

K O L K A T A

आवास तथा नगर विकास निगम लिमिटेड (भारत सरकार का उपक्रम)
15 एन, लिन्डसे स्ट्रीट, कोलकाता-700 087 ☎ 2252-6140 / 0774 / 0775 फैक्स : (033) 2252-5511 ई-मेल : krohudco@vsnl.net
Housing & Urban Development Corporation Ltd. (A Govt. of India Enterprise)
15N, Lindsay Street , Kolkata-700 087, ☎ 2252-6140 / 0774 / 0775 Fax : (033) 2252-5511, E-mail:krohudco@vsnl.net

NO: KRO-Sch/PS-UI(NUJS)/ 831 Date : 29.05.2003

Shri N R Madhava Menon,
Vice Chancellor,
The West Bengal National
University of Juridical Sciences,
'ARANYA BHAWAN',
10A, LA-Block,
Salt Lake City,
Kolkata – 700 098.

Sub: Academic-cum-Residential Block for National University of Juridical Sciences, Kolkata (Scheme No.17214) – Release of security document in respect of loan assistance of Rs.2000.00 lacs.

Ref: State Govt. Guarantee dt.25.5.2001 issued by Govt. of West Bengal, Judicial Dept. Kolkata-700 001.

Madam,

Consequent upon clearance of HUDCO dues in respect of the above scheme, we are pleased to release the duly cancelled State Govt. Guarantee security dt.25.5.2001 for your further necessary action, if any, please.

Kindly acknowledge the receipt of the aforesaid cancelled security for our record.

Thanking you,

Yours faithfully,

(Deputy Chief Law)

137

Encl: As above

104

A - XVI

This deed of guarantee made on the 25th day of May, Two Thousand One by the Governor of State of West Bengal (hereinafter called "Surety" which expression shall include his successors in office) in favour of the Housing and Urban Development Corporation Limited, a company registered under the Companies Act, 1956 (hereinafter called the "Corporation" which expression shall include its assigns) and having its registered office at 'HUDCO BHAWAN', India Habitat Centre, Lodhi Road, New Delhi-110 003.

Witnesses as follows :

1. In consideration of the Corporation granting loans and advances to West Bengal National University of Juridical Sciences (hereinafter referred to as the Borrower) for Academic-cum-Residential Block for National University of Juridical Sciences, Kolkata (Scheme No.17214) to the extent of Rs.2000.00 lacs (Rupees Twenty Crores only) on the terms and conditions as set out in the Loan Agreement dated 12.05.2001 a copy of which is hereto annexed (hereinafter referred to as the Loan Agreement) between the Corporation and the Borrower, the Surety hereby fully unconditionally and irrevocably guarantees the due repayment by the Borrower of principal and payment of the interest on each of the loans/advances or any instalment or instalments thereof granted by the Corporation at the interest rate of 13.75 percent per annum or such higher interest rate fixed by the Corporation in terms of the Loan Agreement (the actual amount of interest payable to the Corporation by the Borrower shall, however, be calculated with reference to the interest rates applicable to various categories stated in the Loan Agreement) and any other monies which shall be or become due and payable under the Loan Agreement and in the event of failure by the Borrower, guarantees and undertakes to pay to the Corporation the principal and interest on each of the loans and advances and any other monies which shall be or become due and payable under the Loan Agreement on demand without demur.

2. The surety agrees with the Corporation as follows :

   (i) That the liability of the Surety in respect of the loans/advances or instalment or instalments thereof shall not at any time exceed the sum of Rs.2000.00 lacs and the interest thereon and any other monies which shall be become due and payable under the Loan Agreement.

   (ii) That the guarantee hereby given shall be a continuing guarantee and shall subject to the aforesaid limit, extend to cover any instalment or instalments of the loans and advances sanctioned or disbursed under the Loan Agreement.

130

105

(iii) That the Surety doth hereby consent to the Corporation making any variance that it may think fit in the terms of the said Loan Agreement with or without its consent or knowledge and agrees that such variance shall not affect his liability under the guarantee.

(iv) That any neglect or the forebearance of the Corporation in enforcing the payment or repayment to it of any loans and advances or any instalment or instalments thereof under the Loan Agreement, payment or repayment whereof is intended to be hereby secured or giving of time by the Corporation for the payment or repayment thereof shall not in any way release the Surety of his liability under the guarantee hereinbefore contained.

(v) The Surety hereby agrees and declares that the Corporation will not be bound or compelled to take any proceedings whatsoever against the Borrower for recovery enforcement or realisation of any of the dues of the Corporation from or against the Borrower under or in pursuance of the Loan Agreement before calling upon Surety to pay any such dues to the Corporation under and in pursuance of the guarantee hereby given so that the Surety shall be liable and bound to pay all such dues to the Corporation as shall be or become due and payable by the Borrower, notwithstanding that no proceedings whatsoever shall have been taken by the Corporation against the Borrower for recovery enforcement or realisation of any such dues.

(vi) That any amount intimated by the Corporation as outstanding against the Borrower shall be conclusive and binding against the Surety and shall not be questioned by the Surety.

(vii) That in the event of breach by the Borrower of any of the terms and conditions on which loans and advances have been given by the Corporation (including those contained in the Loan Agreement), the Corporation may without prejudice to its other rights, recall the entire loans and advances or any portion thereof, and in the event of failure on the part of the Borrower to make repayment as required by the Corporation, the Surety shall pay forthwith the amounts as and when so required by the Corporation.

(viii) The Surety shall not be released from obligations hereunder, except upon receipt by the Corporation of the last instalment of principal, interest and other monies due and payable to the Corporation under the terms of the said Loan Agreement and/or any amendment(s) thereto.

A - XVI

3. The Surety doth hereby declare that no limit has been fixed by the Legislature of State of West Bengal under Article 293(i) of the Constitution of India on the power of the Surety to give this guarantee.

In witness whereof the Governor of State of West Bengal hath caused Shri A. K. Bhattacharya Department of Judicial Department to hereto set his hand and affix the official seal for and on his behalf on this Deed on the day month and year first above written.

GOVT. OF WEST BENGAL
JUDICIAL DEPT.

Signed, Sealed & Delivered by the (State Govt. Seal)
within named Shri A. K. Bhattacharya
Department of Judicial
for and on behalf of the Governor of
State of West Bengal.

(Signature of the Executant)
A. K. BHATTACHARYA
Special Secretary,
Judicial Department
Govt. of West Bengal.
(Designation of the Executant)

sb/slo
govtgran.doc/
14052001

140

107

Agenda Item No. 20. Disbursement of Scholarship for 2002-'03

Following students received scholarship for the year 2002-2003 :

	Name	ID. No.	Amount
1.	Shri Abhijit Kumar Lala	2059	Rs. 15,000/-
2.	Shri Sauvik Bose	2094	Rs. 10,000/-
3.	Ms. Poornima Krishnamurty	2157	Rs. 10,000/-

The scholarship was disbursed out of the interest proceeds of the NUJS Students Scholarship Fund instituted n the year 2001. Donations received in the fund so far is Rs. 16,30,776/- detailed in **Annexure - XVII**.

ANNEXURE - XVII

THE WB NUJS SCHOLARSHIP FUND

Date	DONOR	Amount
15.06.2001	Mr. K. K. Venugopal	Rs. 10,00,000
19.02.2002	NUJS-Projects-SCJA	Rs. 1,75,388
12.03.2003	Mr. David C. Demasscy	Rs. 1,00,000
04.04.2002	No.1 Kalidas Mullick Charitable Trust	Rs. 15,000
13.05.2002	Santiprasad Saha Memorial Charitable Trust	Rs. 10,000
08.07.2002	Mohit P. Abrabam	Rs. 5,000
16.08.2002	NUJS-Project - SCJA	Rs. 1,75,388
11.10.2002	Mr. Samaraditya Pal	Rs. 50,000
17.10.2002	M/s. Ghosh,Bose & Associates(P)Ltd.	Rs. 1,00,000
	Total:	**Rs. 16,30,776**

Agenda Item No. 21. **Refund of fees paid by NRI-sponsored students on the event of withdrawal**

In terms of the programme for cancellation of fees etc., approved by the Council (Agenda Item No. 17 - Eleventh Meeting), if a student who had been offered admission to LL. B. Course in 2003-2004 decided to withdraw after 26.5.2003 he would be entitled to only refundable deposits i. e. Rs. 11000. This norm does not distinguish between a general candidate paying tuition fee of Rs. 35,000 and an NRI-sponsored candidate who paid fees of $ 3000 i. e. about Rs. 1.40 lakhs. The NRI-sponsored candidates are thereby liable to forgo much larger sum of money in the event of withdrawal as compared to general candidates. While authorizing refund to those NRI-sponsored students who later opt not to join, it is proposed that the excess tuition fees paid by such students over the normal fee of Rs. 35,000 may also be refunded so that University's retention money on withdrawal remained uniform for all categories of students.

Submitted to the Finance Committee for consideration.

Approved. Not be taken as a precedent and should come to E.C. on case to case basis

143

110

Agenda Item No. 22. Norms for Utilization of Depreciation Fund

The University charges depreciation on its assets every year on reducing value method at rates applicable for the block of assets under the Income Tax rules. The amount so charged to the Income and Expenditure Account is routinely transferred to a reserve fund, namely the WBNUJS Depreciation Fund proceeds of which are invested in bank deposits. The position of the Fund obtaining on 31.03.2003 is as under :-

Year	Amount credited	Interest on Investment	Closing Balance
2000-2001	Rs. 59,427.09	Rs. 12,340.00	
2001-2002	Rs. 11,39,800.61	Rs. 1,00,033.00	
2002-2003	Rs. 10,81,245.50	Rs. 50,582.70	
TOTAL =	**Rs. 22,80,473.20**	**Rs.1,62,955.70**	**Rs. 24,43,428.90**

The Fund is meant to serve the duel purpose of creation of fresh assets and replacement of old and unserviceable assets. So far no withdrawal from the Fund has been made.

The annual accounts for 2002-'03 have just been audited by the Statutory Auditors whose reports are awaited. With the new building coming up, there has been substantial augmentation of the asset base of NUJS. The amount chargeable to depreciation has also to go up from the usual ten to twelve lakhs of rupees in the last two years to about one crore of rupees this year. Final figure will be known when the audited accounts are available. When the amount is transferred to Depreciation Fund Account, the size of the corpus will also grow.

In order that the regulation of the Depreciation Fund is properly streamlined following proposals are submitted for consideration :

1. Amount charged to depreciation shall be transferred to depreciation Fund Account immediately after the annual accounts of the year have been approved in the General Council;

2. The interest proceeds of he Fund shall be transferred to the revenue account every year to be utilized for the purpose of maintenance of the assets;

3. Withdrawal from the Fund shall be permitted by the Executive Council on specific recommendation of the Finance Committee for the purpose of creating new asset or for replacing an old asset;

4. No withdrawal of money from the Fund shall be permitted within three accounting years of its transfer. To illustrate, Rs. 59,427.09, credited to the Depreciation Fund Account in 2000-'01 shall be available for utilization, either wholly or partly only in 2004-'05 or thereafter.

Submitted for consideration of the Finance Committee.

145

112

Agenda Item No. 23. Recruitment of Administrative Staff

The University is in the process of finalizing recruitment of administrative staff. Selection of fourteen Data-Entry-Operators cum Office Assistants in the scale of pay of Rs. 4500-125-7000 is being finalized through written tests and interview. Similarly thirteen Office/Library Attendants and one Assistant Librarian will also be appointed in the scales of pay of Rs. 2550-55-2660-60-3200 and Rs. 5500-175-9000 respectively. The panel of candidates will be placed before the next Executive Council for consideration and approval.

Additional expenditure on account of salaries will be about Rs. 10.41 lakhs approximately during 2003-'04 as calculated below :

	Assistant Librarian	Data Entry Operators -cum-Office Assistant	Library/Office Attendant
	No. of Post - 1	No. of Post - 14	No. of Post - 13
Pay	Rs. 5500	Rs. 4500	Rs. 2550
D.A	Rs. 3025	Rs. 2475	Rs. 1405
CCA	Rs. 200	Rs. 200	Rs. 90
HRA	Rs. 1650	Rs. 1350	Rs. 765
	Rs. 10,375	Rs. 8525	Rs. 4608
	X 1 = Rs.10,375	X 14 = Rs.1,19,350	X13= Rs. 59,904
Less-salary of staff to be absorbed/ terminated	Rs. 10,000	Rs. 22,500	Rs. 27,000
Monthly increase	Rs. 375	Rs. 96,850	Rs. 32,904
For 2003-04 (8 months)	Rs. 3000	Rs. 7,74,800	Rs.2,63,232

Total : Rs. 3000 + Rs. 7,74,800 + Rs. 2,63,232 = Rs. 10,41,032 **Say : Rs. 10.41 lakhs**

Adequate provision has been made in the Revised Estimates for 2003-2004

Submitted for Finance Committee

146

113

Note to Ms. Sangita Laha
Assistant Registrar, NUJS
Date : 26. 6. 2003 CC: Registrar

As you are aware the Academic Council meeting will be held on Monday, 30th June, 2003 at 3.00 P.M. . The following outstation members of the Council will come to attend the meeting : -

1	Prof. V. S. Rekhi	will attend the meeting – coming on 30th by Jet Airway from Delhi in the morning and will return on the same day by evening flight to Delhi One transport should be sent to airport in the morning to receive him. Also he will require a transport to reach airport in the evening for his flight to Delhi.
2	Prof. Mool Chand Sharma	Will come from Delhi on the 29th evening and will return to Delhi on the 1st July. His flight details will be given later. He will require accommodation for two nights in our University Guest House.
3	Prof. K. N. Chandrasekhara Pillai	Coming on the 29th evening by Jet Airways from Madras and returning on the 1st July. One transport should be sent to airport in the evening to receive him on the 29th. His accommodation may be arranged in the University Guest House for these two nights.
4	Hon'ble Mr. Justice Chittatosh Mookerjee	He will come to attend the Finance Committee meeting on the 30th June. Kindly arrange to send a transport to his residence at 10.00 a.m. to bring him to the University (Meeting will start at 11.00 a.m.)

Academic Council Meeting on 30th June, 2003

1.	Mr. Asok Deb		Will attend the meeting
2.	Prof. Mool Chand Sharma	-	Coming on the 30th the morning and will return on the same day by evening flight to Delhi
3.	Prof. V. S. Rekhi	-	will attend the meeting – coming on 30th by Jet Airway from Delhi in the morning and will return on the same day by evening flight to Delhi
4.	Prof. K. N. Chandrasekhara Pillai	-	Coming on the 29th evening by Jet Airways from Madras and returning on the 1st July
5.	Prof. Bikash Sinha		Out of India – will not be able to attend the meeting
6.	Dr. V. K. Kashyap		Will attend the meeting
7.	Mr. Balai Chandra Ray	-	Will attend both the meetings

Finance Committee :

Justice Chittatosh Mukherjee	Will attend the meeting
Mr. Samar Ghosh	Unable to attend the meeting
Mr. Pranab Kr Deb	Mr. U. P. Ganguly will attend the meeting on his behalf
Mr. Samar Ray	Will attend the meeting
Mr. Bali Chandra Ray	Will attend the meeting

8

W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

NUJS BHAVAN
SALT LAKE, KOLKATA

10th MEETING OF THE FINANCE COMMITTEE

JUNE 30, 2003 AT 11.00 A.M.

ADDITIONAL AGENDA ITEMS

AA Item No. 1	Allocation of fee received from students between capital and revenue
AA Item No. 2	Lease Deed with Corporation Bank -- for utilizing space in the NUJS campus
AA Item No. 3	Settlement of claims for payment of Rs. 13.95 lakhs to the Technical Teachers' Training Institute, Kolkata
AA Item No. 4.	Creation of the Post of Estate Officer
AA Item No. 5.	Representation of Mr. M. C. Moses for refund of fees etc. paid at the time of spot admission of his son on 30.5.2003

W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

NUJS BHAVAN
SALT LAKE, KOLKATA

10th MEETING OF THE FINANCE COMMITTEE
JUNE 30, 2003 AT 11.00 A.M.

ADDITIONAL AGENDA

AA Item No. 1 — **Allocation of fee received from students between capital and revenue**

The NUJS has enrolled its fourth batch of undergraduate students this year and shall reach its capacity strength in 2004-05. with the upward variation of number of students intake and their composition the fee collection is likely to progressively vary from Rs. 242.94 lakhs in 2003-04 to Rs. 449.29 lakhs in 2007-08 when it will reach an optimum level as projected in the statement enclosed as ANNEXURE - AAI.

Beginning from the year 2004-05 the University is expected to be able to generate income that will sustain the maintenance expenditure. In addition to collection of fees from students which is the main source, other receipts will be from endowments, projects, seminars, royalties and bank interest. Thus mandate of the Executive Council that the Government aid may be sought only for repayment of the building construction loan at the uniform rate of Rs. 70.00 lakhs per quarter or Rs. 280 lakhs per annum till the entire loan of rupees twenty crores is repaid to Corporation Bank can be achieved. Of course, there will be need for further infrastructure development on a continuous basis which will have to be met as and when the fund position permits or new source of revenue is tapped.

University's running expenditure has two components, revenue and capital. It is necessary that fees etc. collected from students be correspondingly allocated to meet the expenditure in each sector. This will facilitate advance planning and gradual building of assets for sustainable development and ensure accounting transparency.

Allocation of fees etc. is accordingly proposed as under :

(a) Excess of tuition fees over Rs. 35,000 collected from the foreign/NRI sponsored students and the entire collection of Campus Development Fee may be treated as capital income.

(b) All other fees received from students, except Refundable Deposits, which may be kept in separate account may form part of revenue account and utilized for meeting the revenue expenditure.

58 Submitted to Finance Committee for consideration

Annexure AA

STATEMENT OF RECEIPTS FROM STUDENTS

	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
	No. of Students	No. of Students	No. of Students	No. of Students	No. of Students
First year	100	100	100	100	100
Second year	80	100	100	100	100
Third year	68	80	100	100	100
Fourth year	93	68	80	100	100
Fifth year		93	68	80	100
	341	441	448	480	500
LLM	5	5	5	5	5
	346	446	453	485	505

PARTICULARS OF FEES

Tuition Fee	Rs/Lakhs	Rs/Lakhs	Rs/Lakhs	Rs/Lakhs	Rs/Lakhs
NRI @ $ 3000	63.00	105.00	147.00	189.00	231.00
Non-NRI @ Rs.35000	103.60	128.10	120.05	120.75	117.25
LLM	0.50	0.50	0.50	0.50	0.50
Campus Development Fee	17.30	22.30	22.65	24.25	25.25
Academic Support Service	17.30	22.30	22.65	24.25	25.25
Basic Services (Hostel)	14.20	18.20	18.20	18.20	18.20
Room Rent @ 6000	17.04	21.84	21.84	21.84	21.84
Apply/Admn. Fee etc.	10.00	10.00	10.00	10.00	10.00
	242.04	328.24	362.89	408.79	449.29

Refundable Deposits

Library Deposits	5.25	5.25	5.25	5.25	5.25
Hostel Deposit	4.20	4.20	4.20	4.20	4.20
Mess Deposit	0.88	0.88	0.88	0.88	0.88
	10.33	10.33	10.33	10.33	10.33

51

AA Item No. 2

Lease Deed with Corporation Bank -- for utilizing space in the NUJS campus

The formal deed of agreement regarding letting out of the bank building has been executed with the Corporation Bank. Bank will pay Rs. 40,000 per month for 2000 sq. ft. of space being provided to them. The lease is for 15 years with provision for 25% increase in rental for II & III block of 5 years. A copy of the agreement is enclosed as **ANNEXURE - AAII.**

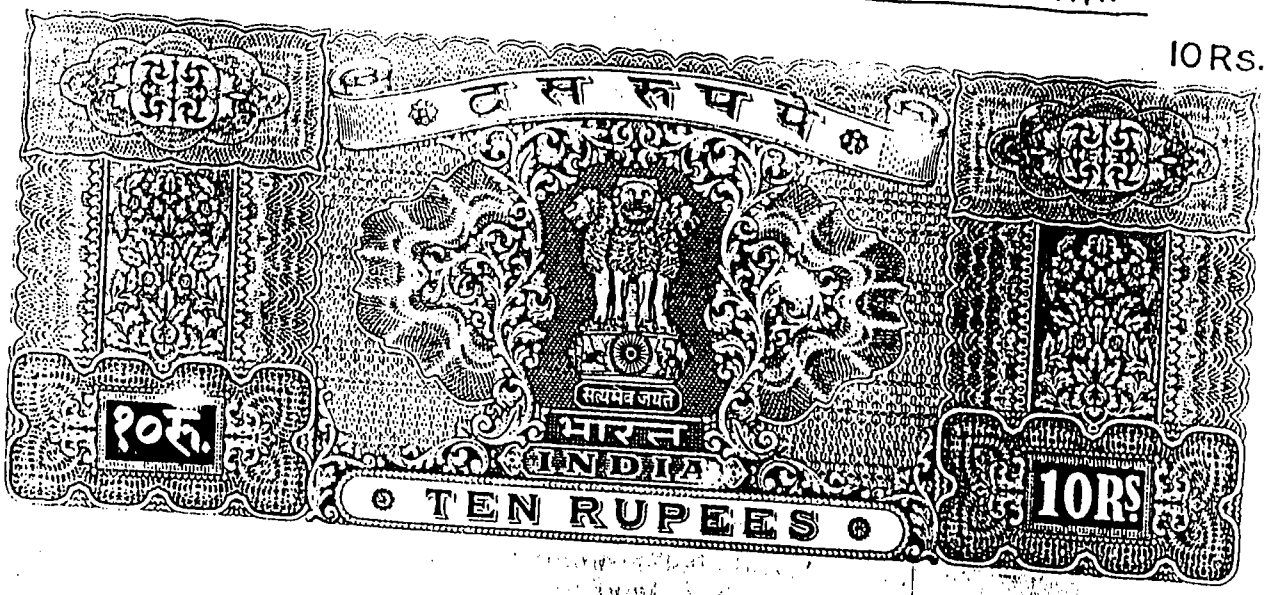
In terms of clause 5 of the Agreement, Corporation Bank has paid advance rent of Rs. 2.40 lakhs to be refunded to them at the time of vacating the space. The amount has been lodged in fixed deposit for three years at 6% (maximum) p.a. with the Corporation Bank. Interest amount as accrued will be transferred periodically to Bank building loan repayment account.

Submitted for information of the Finance Committee

Noted

ANNEXURE- AA II

10 Rs.



MORANDUM OF AGREEMENT made this 24th June day of 2003 between the The W.B.National University of Juridical Sciences, 12 LB Block,Salt Lake City,Kolkata-700098 represented by Dr.(Ms.)Gangotri Chakraborty, Registrar hereinafter called the "University" (which expression shall be deemed to include their successors in office and assigns) of the FIRST PART

AND

Corporation Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act,1980 having its Head Office at Mangalore and among others, a branch office at Corporation Bank,NUJS Branch, and represented by their Senior Manage and duly constitued Attorney Sri Debasis Maiti hereinafter termed the "Bank"(which expression shall be deemed to include their successors in office and assigns) of the SECOND PART

WHEREAS the Bank being in need of space for their NUJS Campus Branch,Kolkata approached the University and the University vide thier letter dt. 01.06.2002 offered the required space to the Bank and now the University being the authorised and competent Owner/Lessor confirm having let out/to be let out an area of 2000 sq.ft.(approx.) of entire ground floor & first floor of a seperate building constructed on the west side of the Campus of University at 12,LB Block,Salt Lake City,Kolkata-700098 to "Corporation Bank,NUJS Campus Branch" to house their branch under the following terms & conditions:

Contd....2.

For Corporation Bank

Branch Manager

Gangotri Chakraborty

The W.B. Registrar

ANNEXURE- A A II

1. Land lord : The W.B.National University of Juridical Sciences, 12 LB Block, Salt Lake City, Kolkata-700098

2. Location of the Premises: Entire ground floor & 1st floor of new building at west side of the campus at 12 LB Block, Salt Lake City, Kolkata-98 with the frontage facing the road and opening there upon.

3. Area : 2000 sq.ft (approx.) including both ground floor and first floor.

4. Rent : Rs.20/- per sq.ft. i.e.Rs.40,000/- per month for a total space of 2000 sq.ft. (approx.) on actual floor area basis.

5. Advance Rent: Interest free advance rent of Rs.2.40 lacs (equivalent to 6 months rent), to be refunded at the time of vacating the space by Bank.

6. Lease Period : 15 years (with 25% increase in rental for II & III bloc of 5 years).

7. Municipal Taxes & other taxes : Payable by the University.

8. Electric Power & Meter : 35 KVA power & Sub-meter to be provided by the University and actual electricity charges to be bourne by Bank.

9. Renovation & & Repairs as required : By the University

contd.....3.

54

For Corporation Bank

Branch Manager
NUJS Branch, Kol-98

Registrar
The W.B. National University of Juridical Sciences

ANNEXURE-AA11

10. Adequate water supply : By the University

11. Water charges : To be borne by the Bank

12. Provision of 2 seperate toilets for gents &ladies: will be provided by the University

13. Strong room : Strong room to be constructed by the University and strong room door to be arranged by Bank.

14. House Keeping & security : By the Bank

15. Space for signage : Bank may be allowed to put their signages on the building rented out, location of which shall be in consultation with the University .

IN WITNESS WHEREOF, the University and the Bank have herein set their hands and executed these presents at Salt Lake City,Kolkata-700098 on the 24th June day of month and year written above.

For Corporation Bank

Branch Manager
NUJS Branch, Kol-98

FOR AND ON BEHALF OF
CORPORATION BANK

Gangotri Chakrabarty

Registrar
The W.B. National University
of Juridical Sciences

FOR AND ON BEHALF OF
THE W.B.NATIONAL UNIVE-
RSITY OF JURIDICAL SCI-
ENCES

ANNEXURE-A11

ोरेशन बैंक
। सरकार का उद्यम)
, जे एस शाखा
ल बि ब्लाक, सेक्टर - III
लेक सिटी
ाता - 700 098
ा - 2335 1402/1403

Corporation Bank
(A Government of India Enterprise)
N U J S Branch
12, LB Block, Sector - III
Salt Lake City
Kolkata - 700 098
Phone : 2335 1402/1403

[illegible]/2003

June 24, 2003

The Registrar,
The W.B. National University of
Juridical Sciences,
12 LB Block, Salt Lake City,
[illegible]-700098

Dear Sir,

Payment of advance rent
of Rs.2.40 lacs

Please find enclosed herewith a Banker's cheque No.154072 dt.24.06.2003, favouring you, amounting to Rs.2.40 lacs being advance rent in terms of our agreement of todate.

Kindly, acknowledge receipt.

Yours faithfully,

Senior Manager

Encl: as above

RECEIVED
THE W.B.N.U.J.S.
DATE
24/06/2003

6

AA Item No. 3

Settlement of claims for payment of Rs. 13.95 lakhs to the Technical Teachers' Training Institute, Kolkata

The University had hired a portion of the premises of the Technical Teachers' Training Institute (TTTI) at D. N. 61, Sector - V, Salt Lake, Kolkata for the purpose of residential accommodation of students and some members of the faculty and staff in April 2000. While the major portion of the premises was occupied by the students as their halls of residence, a few flats were shared by members of the faculty. This arrangement was approved by the Executive Council (3rd Meeting dated 15.7. 2000).

With the hostels shifted to the NUJS Campus early in June, 2002 and with the residential accommodation to the faculties have been built, the flats were gradually surrendered, the last phase of which was completed in May 31, 2003. The arrear rental, Electricity and Licence charges claimed by the TTTI amounted to Rs. 13,95,436.00 covering various periods up to 31.3.2003. Even though no further claim has been received from the TTTI, it is estimated that another Rs. 1.41 lakhs will be payable to TTTI for the period 1st April to 31st May, 2003.

The bills are under scrutiny and the discrepancies found in the claim have been brought to the notice of the TTTI on reconciliation of which payment shall be made.

Submitted for information of the Finance Committee

Delay -

AA Item No. 4. **Creation of the Post of Estate Officer**

During the course of last three years University has accumulated assets worth more than thirty crores of rupees. Maintenance of these assets by saving them from any kind of pilferage and loss are matters of great responsibility, which needs to be addressed immediately. There is also need for preventive maintenance, monitoring of security systems, management of properties and houses belonging to the University, fire services, lift residential quarters owned or hired by the University. This is a full time job now being shared by persons deployed for various other work. With the entire campus readied and fully operational, the volume of work will grow substantially. It is therefore, proposed that a regular post of Estate Officer may be created in the scale of pay of Rs. 6500-200-10500- to perform following duties :-

(a) Management of landed properties and houses belonging to the University

(b) Collection of rents and dues and payment of public charges like electricity and water

(c) Maintenance, protection and prevention of University properties, both immovable and movable

(d) Monitoring security arrangement and prevention of pilferage and loss of damage to property

(e) Interacting with agencies responsible for upkeep of the campus

Submitted for consideration of the Finance Committee.

Check with other Universities
detailed note.
Foward to E.C.

AA Item No. 5.

Representation of Mr. M. C. Moses for refund of fees etc. paid at the time of spot admission of his son on 30.5.2003

Mr. C. M. Moses, father of Mr. A. G. J. Moses, who was given admission on waiting list 30.5.2002 to the B.Sc. LL. B. course of the University has made an application for withdrawal of his son and refund of money paid. Copy of his application letter dated 5.6.2003 which is self explanatory is enclosed as **ANNEXURE- AAIII(a)**.

In terms of the schedule for collection of fees etc. for the session 2003-04 as approved by the Executive Council in resolution No. 17 dated 1.2.2003 {Extract at **Annexure - AAIII(b)**} provisional deposit of fees were to be made between 1.4.2003 and 30.4.2003. If a candidate withdraws after 27.5.2003 no refund except refundable deposits i. e. Rs. 11,000 was to be made.

In the instant case, Mr. Moses who was in the wait list, was offered a seat according to his relative position in the merit list against a last minute vacancy. He had accepted the offer, enrolled himself but decided to withdraw immediately thereafter His request for withdrawal from the rolls of the University was granted and was refunded Rs. 11000 as the approved norm.

Mr. C. M. Moses was informed about the NUJS rules of refund at the interview before making the final commitment on behalf of his son.

This being an unusual case where the admission was made on the spot to accommodate students for the waiting merit list, the Finance Committee may like to consider whether any deviation from the approved norm should be permitted in such a situation.

ANNEXURE-III(a)

Hastings Court, Flat 5A,
Tower 'B',
96, Garden Reach Road,
Kolkata- 700 023

05/06/2003

To
The Vice-Chancellor,
The National University of Juridical Sciences,
Kolkata- 700 098.

Sir,

Sub: withdrawal of my son from the rolls of the institution.

I wish to place before you my application for withdrawal of my son from the rolls of your Institution.

On the 29th May '03, at 02:55pm, I received a phone call from your Institution that my son, AYNSLEY GERARD TIGHE MOSES, had been offered a seat for admission into the 1st year of the 5 year BA/BSc LLB (Hons) Course for this year. I was categorically informed to bring Rs. 64,000/- (in cash/by DD) and be at the NUJS by 0900 hrs.

We (my son, wife and I) accordingly were here (NUJS) by 0840 hrs. At about 0940 hrs, we were asked to sit down in an adjoining room, had the certificates checked and, then, were instructed to pay the fees, which we did.

Thereafter, we were issued with an application form and 'notice for admission' and the offer for admission.

We did go through the entire process and were then asked to wait for an 'interview'. This 'interview' was conducted by two ladies and a gent. One of the ladies, I am now told, is the Registrar of this Institution. In the course of the 5—10 minute interaction we were clearly told that a hostel seat could not be 'blocked'— despite of having paid the Hostel Room charges for 6 months!

However, we endured the 'process', collected the ready material

contd. →

and, even 'booked' a hostel room (Room 601). The final phase was the Medical checkup at 'SURAKSHA', which ended at 02 Sir, the end result of this day's 'experience' was to withdraw from the rolls.

Under these circumstances, and, after discussion with Mr Kamesh, the Accounts Officer, it is my request to you to consider refund of the monies which I had deposited by DD on 30/05/1 I do realize that, according to your existing norms (pertaining to those who come in the normal course of events) only 'Security deposits are refundable.

However, my son's admission is not in the ordinary course of events and timeframe as mentioned in your Board's rules This is, especially, with regard to 'dates of withdrawal'.

I do hope that you will understand these circumstan and assist in refunding the total amount of monies deposited. As a salaried 'educator', I find it practically impossible to forfeit Rs 53,000/- (as is under the normal c of events).

I do leave this appeal to your kind consideration and justice.

Sincerely,

email: claymo@usa
to 24483450.

(CLAYTON M MOSES)
f/o AYNSLEY GERARD JIGME MOSES)
KOL-508.

	Fees may henceforth be deposited by students directly into Corporation Bank, NUJS Branch, through prescribed challans (Circulated along with agenda). This will facilitate instant credit and ease the reconciliation process. **Resolution:** **The Council noted the proposal with approval.**	
IT Infrastructure at the NUJS Bhavan	The NUJS Bhawan having been ready for occupation, it is imperative that appropriate IT infrastructure is organized. One of the basic requirements in this direction is to provide adequate computers to the students, the faculty and the staff, with on-line access so as to reap the benefit of advancement of modern technologies, working efficiency, better time management and broadening of the knowledge base. The University has at present 15 stand alone Personal Computers (PCs) operational at various functional units. A conservative projection suggests requirement of 115 number of PCs of which 50 are to be procured at the first phase. Need is also there for support of customized application software to meet various functional needs like managing student information, examination, library automation, e-library etc. Further, the computers are to be connected internally with Internet and finally the system is to be connected with the outside through Internet gateway. Detailed Description : A. Hardware includes PCs, Servers and UPS. The University has been in contact with Indian Statistical Institute, Kolkata which is organizing import of about 100 computes from overseas manufacturers directly. It was found that configuration of these computers matches well with NUJS requirements. Additionally, we can have their technical expertise without any extra cost increase in the volume of purchase also provides added price advantage. The said computers will be covered by comprehensive warranty of three years	