To All Members of Executive Council

#### Subject: Tenth Meeting of the Executive Council to be held on 26 October, 2002

Sir,

It is proposed to hold the Tenth Meeting of the Executive Council on <u>Saturday</u>, <u>26<sup>th</sup> October</u>, <u>2002</u> at <u>2.00 PM</u> in Hotel Hyatt Regency, Salt Lake, Kolkata. You are requested to put it before His Lordship for his kind perusal. The Agenda for this meeting is as follows:

Agenda Item No. 1. Confirmation of the minutes of the Ninth Meeting held on 27<sup>th</sup> July, 2002.

Agenda Item No. 2 Report from the Finance Committee on the observations of Controller and Auditor General and the comments sent to Government thereon.

Agenda Item No. 3. Selection of the Technical Assistant (Electrical).

Agenda Item No. 4. Appointment of Registrar

Agenda Item No. 5 Recovery of license fee if any, to be recovered from the staff occupying the accommodation rented from the TTTI.

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<u>Agenda Item No. 6</u>
Determination of Probation of Teaching Staff who have completed one year of service.

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Agenda Item No. 7 Annual Report to be sent to the General Council.

Agenda Item No. 8 Agreement for printing and distribution of University Journal.

Agenda Item No. 9 Contract for construction of bank building.

Agenda Item No. 10. Report from the Academic Council.

Agenda Item No. 11. Any other matter with the permission of the Chair.

With regards,

Yours faithfully,

( Gangotri Chakraborty ) REGISTRAR

#### W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

#### "ARANYA BHAVAN" SALT LAKE, K<u>OLKATA</u>

## TENTH MEETING OF THE EXECUTIVE COUNCIL SATURDAY, 26<sup>th</sup> OCTOBER, 2002

#### AGENDA NOTES

#### Agenda Note on Item No. 1.

Confirmation of Minutes of the Ninth Meeting of the Executive Council held on July 27, 2002

Minutes of the Ninth Meeting of the Executive Council held on  $27^{th}$  July, 2002 are enclosed As <u>Annexure – I</u> for confirmation.

#### Agenda Note on Item No. 2

Report from the Finance Committee on the Controller and Auditor General's preliminary queries and observations and the comments sent to the Government of West Bengal thereon.

The Accountant General's office had conducted an audit of the University accounts with respect to the Grants-in-aid received from the Government. They had made certain observations regarding the Accounting procedure. The University had prepared detailed responses on the same and convened a meeting of the Finance Committee to consider it. The Finance Secretary (Audit) was also present. A reply has been sent to the office of the Accountant General and the Judicial Department of the Government of West Bengal. The report is placed as **Annexure II**.

#### Agenda Note on Item No. 3

#### Appointment of Technical Assistant (Electrical)

On the basis of the recommendation of the  $9^{th}$  meeting of the Executive Council the University had advertised for the post of Technical Assistant (Electrical). The Selection Committee had met on  $3^{rd}$  September, 2002 and had recommended a panel of the following three names:

- 1. Mr. Krishnendu Bose
- 2. Mr. Nandadulal Biswas
- 3. Mr. Nabendu Dam

Due to the urgency of having a Technical Assistant in position without which the University is unable to take over the Sub-Station, the recommendation of the Selection Committee had been approved by circulation. All the approvals have now been received and an offer letter has been sent to the first incumbent on the panel.

The matter is reported to the Council.

#### Agenda Note on Item No. 4.

#### **Appointment of Registrar**

The Council is well aware that the University is facing problem due to shortage of teachers. Prof. Gangotri Chakraborty had been officiating as Registrar and hence she could not take full load of teaching. With the growing number of students it is essential to utilize Prof. Gangotri Chakraborty's services fully for teaching and research. With this end in view the University had been on the look out for a Registrar. Mr. Satrajit Chaudhury, who has just retired from Central Board of Direct Taxes has offered to join NUJS as Registrar. Since this required immediate action, approval by circulation was obtained.

The matter is reported to the Council.

#### Agenda Note on Item No. 5.

Recovery of licence fee if any, to be recovered from the staff occupying the accommodation rented from TTTI.

The University has rented residential flats from TTTI to accommodate its students, faculty and staff. The faculty and staff who resided in these accommodations contributed to hostel management for which they have not been remunerated. Those on regular scale of pay did not receive house rent allowance either and for those on consolidated pay, 10% of their pay has been recovered as rent. Two to three bachelor teachers share a flat. During the audit by the Accountant General's Office, it has been pointed out that the staff and faculty occupying these accommodations have not been paying licence fee for such occupation over and above rent recovered from them i. e. H.R.A.

The Council may like to decide whether licence fee is to be recovered from those who are occupying these accommodations and if so, on what basis. Now since the hostel has been shifted to the campus, duties on management of hostel etc. no more is assigned to teachers/staff continuing to stay in the TTTI Complex.

#### Agenda Note on Item No. 6.

Determination of probation of Teaching Staff who have completed one year of service.

The Executive Council had appointed the following faculty members in September 2002:

Prof. Gangotri Chakraborty
 Mr. Anirban Mazumder
 Lecturer in Law
 Ms. Meena Panicker
 Mr. Nandan Nawn
 Mr. Shiju M. V.
 Additional Professor
 Lecturer in Economics
 Lecturer in Law

6. Mr. G. Ajay

Lecturer in Pol. Science

7. Mr. S. P. Srivastava

Lecturer in Law

8. Mrs. V. Vishalakshi

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All have completed one year of service. Ms. Meena Panicker, Mr. Anirban Mazumder and Prof. Gangotri Chakraborty have served the University for a period of two years and more. By and large the performance of all the teachers who are continuing in the faculty have been found to be reasonably good though there is scope for lot more improvements. Some problem cases of teachers have been resolved by their own withdrawal from NUJS.

The Council may like to take a decision regarding the confirmation of the above mentioned teachers.

#### Agenda Note on Item No. 7.

#### Annual Report to be sent to the General Council

Under the Statute of the University the Annual Report is to be tabled before the General Council and thereafter with the approval of the General Council to the State Legislative Assembly. A draft Annual Report is being prepared which will be tabled for approval of the Council and for recommending for approval to the General Council.

Agenda Note on Item No. 8.

## Agreement for printing and distribution of University Journal.

The University is planning to bring out the first issue of its Journal in February 2003. It is essential that the University should have a good printer and distributor.

M/s. Allied Publishers who signed previously an MOU with the University for the Criminal Justice Administration series, have proved their competence in that respect. The terms they have offered in this regard will be placed on the table.

#### Agenda Note on Item No.9.

#### Contract for Construction of Bank building

In the 9<sup>th</sup> Meeting of the Executive Council it was decided that the contract for the construction of Bank building be given to M/s. Bridge and Roof while reserving the University's right to take action against them for any bad construction or finishing. The Council had authorized the Vice-Chancellor to communicate the matter to M/s. Bridge and Roof. The letter written by the Vice-Chancellor has already been circulated. The Managing Director of M/s. Bridge and Roof had replied to the Vice-Chancellor saying that they were not interested in the work. The reply of the Managing Director of M/s. Bridge and Roof has also been circulated. Soon thereafter the Managing Director of M/s. Bridge and Roof visited the Vice-Chancellor personally and regretted having written such a letter. He also assured the Vice-Chancellor that they would not give any reason or cause hereafter which warrant action from our side on account of quality in work.

The Council may like to decide if the contract for the construction of the Bank Building can be awarded to M/s. Bridge & Roof as approved earlier.

Agenda Note on Item No. 10.

#### Report from the Academic Council

The Academic Council of the University is meeting on the 25<sup>th</sup> October, 2002 to deliberate over certain academic issues. The report from the meeting will be tabled at the meeting of the Executive Council.

# W.B. National University Of Juridical Sciences

10th Meeting of Executive Council: 26.10. 2002

#### ADDITIONAL AGENDA NOTES

#### Item A.

# Grants from Government of West Bengal for the year 2002-03

The NUJS is receiving grants-in-aid for maintenance from Non-Plan Budget and for construction of Campus from the State-Plan Budget. Allocation for the year 2002-03 was Rs. 130 lakhs and Rs. 100 lakhs respectively. Of this, Rs. 32.5 lakhs and Rs. 25 lakhs have so far been released. During 2001-02, grants received were Rs. 105 lakhs and Rs. 200 lakhs from Non-Plan and Plan heads respectively.

While the maintenance grant of Rs. 130 lakhs will meet the requirements of the University, curtailment of allocation by Rs. 100 lakhs, as compared to previous fiscal, for the construction of campus, which is at the last phase, is a serious blow. As the University has mainly to depend on Government grant, other than the loan money from HUDCO for building of campus, this abrupt curtailment will adversely affect the progress of work and may also cause deferment of infrastructural arrangements in hand. The difficulty has been explained to Government and request has been made for augmenting allocation under Plan estimate.

Placed the matter before the Executive Council for information.

### Item B. To consider purchase of a car for official use

NUJS is having a car and a minibus at present. In addition, one hired car is being regularly used on a monthly payment basis since December 2000. Hire charges paid by the University on that vehicle alone exceeded Rs. 2.7 lakhs. Average monthly payment for the last twelve months was over Rs. 13,000/- . With the new campus coming up and increase in academic and extension activities, need for hired car will go up. Dependence on hired car also becomes problem at times.

The University may at a later stage during the financial year, consider purchasing a Diesel Ambassador Car which will cost about Rs. 4 lakhs. The running cost should be contained within Rs. 5000 a month as is of the other car. The Driver of the bus, whose use has become limited, may drive the new car on regular basis.

Placed before the Executive Council for its consideration and approval.

#### W.B. National University Of Juridical Sciences

6<sup>th</sup> Meeting of Academic Council: 25.10.2002 10<sup>th</sup> Meeting of Executive Council: 26.10, 2002

#### **ADDITIONAL AGENDA NOTES**

#### Item No. AA1.

#### **Re-structuring Library Management**

Library of a law school is different from other libraries in many respects. He is not only required to be familiar with legal data (statutes, judicial decisions etc.) but also should know how to acquire and organize them for better access to legal research needs. With the on-line legal data services the task of the law librarian is all the more complex and specialized.

Law librarians or librarians with legal qualifications are rare. If available they are attached to law libraries which they built up and not want to move out. At NUJS, those managing the law library has another important responsibility namely, guiding the students to do their projects semester after semester. In the circumstances the proposal for consideration is :

- (a) At NUJS the library management be entrusted to a faculty member by rotation to be assisted by persons trained in library science. The designation of the librarian be changed to Legal Information officer (LIO). The status (salary etc.) of the Chief LIO be that of a Professor of Law, that of the Deputies of an Assistant Professor or Lecturer or an Assistant Lecturer of Law. Their designation be Deputy Legal Information Officer (DLIO) or Assistant Legal Information Officer (ALIO) as the case may be. His tasks will include apart from management of library resources, teaching research guidance and publication.
- (b) To start with one position of DLIO and two positions of AILO be created with scale of pay of the Assistant Professor and Lecturer/Assistant Lecturer respectively.
- (c) Besides, four positions of **Library Assistants** be created in the scale of Rs. 4500-125-7000 to be filled by persons with library science qualifications and four positions of **Library Attendants** in the scale of Rs. 2550-55-2660-60-3200 to be filled by persons with pre-University or equivalent qualifications and some library experience. Computer use expertise be a desirable qualification for all positions in the library.

The Academic Council will consider and recommend these proposals after which it may go to the Executive Council for necessary decisions.

#### The West Bengal National University of Juridical Sciences, Kolkata

Inspection Report 1999-2000-2001.

Parawise comments and clarifications

No comm€ Part I (Introductory) Para I - 3

Nil Part II A

Part II B I

Grants in aid received and utilisation thereof. Para 4.

- During 1999-2000, two instalments of grants, one of Rs. 25 Lakhs and the other of Rs. 50 Lakhs were received on 19.11.1999 and 16.3.2000 respectively. Out of the grants so received, Rs. 6.40 lakhs was spent for revenue purpose and Rs. 68.60 lakhs was utilised for expenditure of capital nature like purchase of library books, equipments, furniture etc. Being on the first year of existence, expenditure on salaries was not much as only a skeletal staff was in place. Further, the Vice-Chancellor, who was to be paid salaries volunteered not to take salaries from the beginning and, has been serving on honorary basis.only.
- During 2000-01, the University received grant of Rs 244.70 Lakhs of which Rs.150.00 Lakhs was for construction of Campus and balance for maintenance purpose. While in one of the three instalments of the maintenance grant, the detailed purpose (headwise) was indicated, rest of the sanctions were of general nature. The expenditure of the University was recorded in headwise details, as per the requirement of accounts. Audit computed the expenditure of the whole year and correlated that with one instalment of grant (Rs. 40 lakhs) instead of the grant for the entire year (Rs. 94.70 Lakhs). The carried over balance was Rs. 39.95 Lakhs which was also utilised in 2000-2001. Cerificate of utilisation of each instalment of grant was furnished to the Government before the release of next instalment of grant. Statement showing instalment-wise details of grants received and utilisation thereof is enclosed.
  - Grants-in aid from the Govt. is one of the sources of University C) Fund, from which all applications are made. The University expenditure is regulated on the approved budget estimates prepared as per its Regulations framed under the Act and approved by its General Council. It cannot therefore, be entirely co-related to the grants received from the Govt. The University is intensely working from the beginning to

become self-supportive within the shortest possible time, so

that the Govt. support is reduced in a gradually diminishing order. This principle is conveyed to the Government in the Annual Report of the University. The revenue expenditure, which could be contained at the barest minimum level during the years under audit, was an indication in that direction.

# Para - 5. Construction of administrative building and residential block - extra liability of Rs. 48.00 lakhs due to non acceptance of lowest offer.

At the time of finalisation of the tenders, the Executive Council had invited representatives of each tenderers separately to seek clarifications on various aspects of the tender. In course of their submission, M/s. B. S. Agarwal, one of the ten firms who participated, made two verbal offers of rebate, one of 4.56% and another of 2.25% which would bring down their quote to Rs. 13.71 lakhs and Rs. 14.04 which would bring down their quote to Rs. 13.71 lakhs and Rs. 14.04 lakhs respectively. Neither offer was supported in writing. The Executive Council considered the viability of offers made by each firm Executive Council considered the viability of offers made by each firm and, after prolonged discussion, short listed three firms and finally decided in favour of one of them, whose offer, in black in white, was the lowest. Detailed deliberations of the Executive Council, as minuted in the meeting dated 27.01.2001 is enclosed. It would be seen therefrom that the contract was awarded to the lowest tenderer, which is also a state-based public sector undertaking. The buildings are now nearing completion.

The project has come up in record time ahead of the schedule without any cost escalation.

# Para – 6. Excess payment of Rs. 1.07 lakhs for purchase of land.

Facts of the para are confirmed. The issue of adjustment of the excess amount realised by the Urban Development Department is being pursued by Judicial Department. Copies of correspondence between the two departments are enclosed for ready reference.

# Para - 7. University granted subsidy of Rs. 9.93 Lakhs for accommodation of students in the Hostel out of Govt and other irregularities.

The University, as per its statute, is a residential one. Till such time, as its own buildings come up, buildings of TTTI, a Central Govt. Organization, were hired to accommodate the students. The licence fee payable to the TTTI exceeded the amount of room rent realised from the students. Charges payable by the students are fixed by the University authorities taking into consideration various factors. It is not always practicable to correlate fees to the variable nature of always practicable to correlate fees to the variable nature of expenditure. Existence of an element of subsidy, therefore, is expenditure. Existence of an element of subsidy, therefore, is inevitable. To contain this additional burden, the University took partial possession of the newly built hostel complex upto 3<sup>rd</sup> floor level and shifted the hostels from the TTTI Complex in June 2002.

As regards accommodation of faculties and staff, the flats were occupied by wardens, teaching fellows and staff working for management of the hostels without any extra remuneration. Their presence in the hostel premises was mandatory and in public interest. They were not paid HRA during the period of their stay in the hostel premises. They were assigned duties in respect of hostel and University administration for which their stay in the premises was required in public interest.

The question whether and, if so, what amount is to be realised from Faculty and staff who continue to occupy the TTTI Flats after the shifting of the hostels in June 2002 is a subject being examined by the Executive Council for appropriate directions. Meanwhile the HRA payable to them is being with held.

Part II B II

## Para 8 Maintenance of more than one Cash Book

The University Funds which include Government grants, endowments, Fees, Deposits of students, scholarship, Project Funds from outside agencies etc., are being maintained in separate bank accounts details of which are enclosed. It would be seen that each account has a purpose and transactions appearing in these bank accounts are separately accounted for. Separate Cash Books are, therefore, being maintained to monitor day to day balances of each Fund. The system is convenient at the same time entirely transparent. On the other hand, if a single cash book detailing transactions appearing in different accounts are maintained, the entire process will become too cumbersome to be functionally efficient. It would also render the scope of periodical reconciliation with bank extremely difficult and time consuming.

Finance Committee of the University considered the matter and directed that a Cash Book, recording the consolidated position of transactions occurring in various University Funds, and as many subsidiary cash books as are required to give details of different accounts be henceforth maintained and verified regularly. The direction of the Finance Committee is being complied with.

#### Para - 9 Irregularities in the accounts

Observation of Audit regarding charging of depreciation was adequately explained and was supported by explanation to that effect by the statutory auditors. Calculation of the amount of depreciation by Audit was apparently unsustainable as was pointed out by the Statutory Auditors of the University. A copy of their detailed report in the matter is enclosed.

Clarifications obtained from Statutory Auditor of the University was handed over to the Senior Audit Officer on 9,5,2002. Clarifications are given below::

- a) Equipment:
  In case of equipment purchased after September 2000,
  i.e. second part of the year, the depreciation rate was
  charged at half of the prescribed rate of 15% instead of
  full rate as calculated by Audit.
- Depreciation has been charged at the full rate of 15% and after September 2000, at half of the prescribed rate. In certain cases of furniture of which value is below Rs. 5000/- and also items having utility of not more than one year, full depreciation has been charged as per accounting principles.

Depreciation charged against (i) Motor Vehicle (ii) Computer (iii) Sports Materials & (iv) Hostel equipment are as per prescribed rate shown in the schedule altached to the Accounts.

- II. Usfailed breakdown of Rs. 15,88,935.89 P appearing under the head "Advances" was attached to the Annual Accounts as a schedule, as has been reproduced by the Statutory Auditors.
- The observation regarding adjustment of Franking machine account seems to be not supportive of the factual position. The concerned ledger was produced to audit who also checked the relevant adjustment account, which was authenticated by them.
- IV Contention of Audit in this regard again seems to be not sustainable. The Receipts and Payments account drawn by the University for the relevant period, which clearly indicate charges on account of Income Tax and Professional Tax, is enclosed for verification of facts.

# DETAILS OF GRANTS RECEIVED AND UTILISATION THEREOF

Year	Pian/NonPlan	Amount of Grant	Date of Purpose receipt	Expenditure Capital Renenue	Date of Submission of utilisation certificate
1999-2000	Non-Plan	2500000	19 11 1999 To meet initial expenditure for opening of the WBNUJS	2173094.78 1,406,403.20	7.1.2000
		5000000	15.3.2000 To meet expenditure in connection with WBNUJS		11.4.2000
2000-01	Non-Plan	2970000 2500000 2500000	14.9.2000 To meet expenditure in 2.11.2000 connection with WBNUJS 2.3.2001	7307719.88 8457042.59	1 8.2000 27.11.2000 12.5.2001
	v Tu	5000000 5000000 5000000	5.2.2001 Construction of NUJS Campus 16.2.2001 Construction of NUJS Campus 30.3.2001 Construction of NUJS Campus	16755888.00	6.2.2001 6.2.2001 6.5.2001

#### THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

# Minutes of the Fifth Meeting of the Executive Council held on January 27, 2001

The Fifth Meeting of the Executive Council was held at the premises of the University on January 27, 2001.

The following members were present:-

- 1. Hon'ble Mr. Justice B. N. Kirpal Judge, Supreme Court, New Delhi.
- 2. Hon'ble Mr. Justice Chittatosh Mukherjee (Retd.)
- 3. Hon'ble Mr. Nisith Nandan Adhikary (Special Invitee)
  Law Minister, Govt. of West Bengal
- 4. Mr. K. K. Venugopal, Senior Advocate
- 5. Prof. T. K. Oommen, Chairman, School of Social Systems Jawaharlal Nehru University, New Delhi.
- 6. Professor N. R. Madhava Menon Vice-Chancellor, NUJS
- 7. Mr. P. K. Biswas, Secretary, Judicial Department, Govt. of West Bengal
- 8. Mr. Hirak Ghosh Secretary, Higher Education Govt. of West Bengal
- 9. Dr. Gangotri Chakraborty Associate Professor & Registrar, NUJS
- 10. Dr. Bhavani Prasad Panda, Associate Professor, NUJS

Leave of absence was granted to Mr. Asok Gupta, Principal Secretary, Finance Department, Govt. of West Bengal.

#### Minutes of the Fifth Meeting of the

#### Executive Council held on 27 January, 2001

Sr. No	Agenda Items		Actions Taken
١.	Confirmation of the minutes of Ath	Minutes confirmed.	•
	Executive Council Meeting and actions	Matters arising The Vice-Chancellor apprised the Council of the following:	
	taken thereupon	(a) HUDCO LOAN: The University is seeking a loan for Rs. 2000 lakhs (Rupees twenty crores) after the detailed estimates were worked out and not Rs. 15 crores as mentioned in the minutes of the 4 <sup>th</sup> meeting.	
		(b) BUDGET: The budget of NUIS is now being prepared under Plan and Non-Plan heads as desired by the Government. The State Government had brought NUIS Construction under its plan budget.	
2.	Report of progress of Pite work and	The following was reported to the Executive Council regarding progress of work:	
	payment schedule	(i) Pile work for men's hostel completed on 4.1.2001 197 number of 450 Ø piles were sunk.	
		(ii) Pile work for women's hostel completed on 6.1.2001 165 number of 450 Ø piles were sunk	
		(iii) Academic block pile work is still continuing and as on 27.1.2001, the position was as follows:	
		500 © Piles = 345 670	
		450 ⊗ piles = <u>115</u> 152	
		Grand total = $822$ ((i)+(ii)+(iii))	
		The Vice-Chancellor also reported that the pile work was likely to be completed by February end. The contractor M/s, Simplex Projects Limited was appropriate to rubust in hill for about 1.5 and 1.7% an	
		expected to submit its bill for about 1.5 crores. The Architects bill was also expected soon. Bills valued at Rs. 2 corres were in hand and the amount has to be disbussed immediately. The entire payment schedule for pile work was to be completed by March 2001. The Finance Minister has assured when contacted by	
		the Vice-Chancellor that the funds of Rs. 3 crores would be released by March 2001. The Judicial Secretary and the Hon'ble Minister for Law and Justice agreed to pursue the matter with the Government so that the aniquat of Rs. 3 crores is	
		released for payment to the contractor before end of March. The Executive Council noted and recorded the matter.	

Ì	Govt. Grant 2000-
1	2001 - Status
	regarding

Nie Vice-Chancellor informed the Council that the "NUIS Construction" was brought under the Plan Budget of the State Government. A sum of Rs. 1.5 crores was allocated against the actual need of Rs. 3.5 crores. A sum of Rs. 50 lakh had been sunctioned by the Government out of the allocated Rs. 1.5 crores and the cheque was awaited. The Vice-Chancellor emphatically reiterated that a sum of Rs. 3 crores would have to be released before 31" March 2001.

The Judicine Secretary and the Hon'ble Minister for Law and Justice stated that since only Rs 1.5 crore was allocated the remaining 1.5 crore will have to be reappropriated which can be done only when the allocated money is exhausted.

The Vice-Chancellor explained that the University had bills for Rs. 2 crores already in hand. Utilisation would be made available as soon as the fund was received.

The Secretary and the Minister for Law and Justice agreed to pursue the matter argently.

# Mobilisation of HUDCO Loan - Progress regarding - Status of Government guarantee, repayment scale and terms

4.

The Vice-Chancellor informed the council that as decided by the fixecutive Council HUDCO loan had been processed and the sanction was likely to be given on any day. The moratorium was for three years. Loan repayment would begin from the year 2003 at 13.75% interest per annum. HUDCO had also agreed to waive the front end fee. The loan would be epaid by the year 2015.

Meanwhile it has been learnt that the papers relating to government guarantee for loan repayment had been cleared by the Department of Finance and Cabinet approval is awaited. It was expected that the matter would be cleared by the Cabinet in February 2001.

Matter was noted and recorded by the Executive Council.

# Consideration of report of tender for construction work.

The Registrar informed the Council that the following firms had submitted the tender and their status was as under:

t. was, reactintosa mun tau		14,20,09,187.90 - [.]	No Rebate
2. M/s. B.S. Agarwal	-	14,36,79,474.40 - 1.2	Rebate 6.8%
<ol> <li>M/s.Hindustan Steel Work. Construction Ltd.</li> </ol>	s <b>-</b>	14,41,70,651.35 - 1,3	Rebate 1.5%
4. M/s. Bridge & Roof Co.ludia Ltd.	•	14,44,41,487.00 - 1.4	Rebate 1.5%
5. M/s. Unit Constructions Co. Ltd.	-	15,78,63,155,14 - 1,5	Rebate 4%
5, M/s. Engineering Projects (I) Ltd.		15,81,37,176.00 - L6	Rebate 3%
		The second secon	

1. M/a Mackintosh Durn Ltd.

7.M/s. Shapoorji Pallonji - & Co. Ltd.	15,93,33,904.00 - L7	No Rebate
8, M/s. Larsen & Toubro Ltd	16,35,89,974.00 - L8	Rebate 5%
9. M/s. Uttar Pradesh Rajakiya Nirman Nigam Ltd.	16,67,06,069.70 - 1.9	No Rebate
10. M/s. Simplex Concrete - Piles (I) Ltd.	17,62,23,439.00 - 1.10	No Rebute

The Registrar further informed the Council that scaled covers were subsequently submitted by (n) M/s. Larsen & Toubro Ltd., (b) M/s. Hindustan Steel Works Construction Ltd., and (c) M/s. Bridge & Roof Co. India Ltd. The fixecutive Council directed the Registrar to open the covers. The Executive Council on opening the covers noted that --

- (a) M/s. Larsen & Toubro Ltd., cover contained an unconditional offer of rebate of 9.5% bringing their position to L5 (Rs. 14.64 erores) and also an offer to complete the work within 18 months.
- (b) M/s. Hindustan Steël Works Construction Ltd., cover contained only a confirmation to say that their representative would attend the meeting.
- (c) M/s. Bridge & Roof Co. India Ltd., cover contained a correction of their earlier quotation of Rs. 14.83 crores to Rs. 14.44 crores and also made an offer to undertake the work at the lowest valid bid price, whatever it bo. They said they have written to the University in respect of this additional offer which they wanted the Council to take note of

The lixecutive council then decided to invite the representatives of various firms to seek charifications relating to rebate, splitting of contact, provision for RMC, mobilization of machineries etc. They also wanted to enquire from the firms the duration for which they could sustain work should the payment be delayed due to some unforeseen reason. The Executive Council also decided to enquire about the projects they have done where the time had overrun and the reason for such delay. The Council wanted to know if the firms had any arbitration mater pending, the number of projects each firm had in hand and value of those projects. The Executive Council also wanted to know how experienced the firms were regarding their work in Calcutta. The following firms came one by one and discussed the above issues:

M/s. Machinosh Durn Etd.: They admitted they had overrun about 7 to 8 projects. They agreed to have the ready mix concrete organized near site. In the event the lixecutive Council splits the contract, they submitted that they are not sure of being able to do the job at the project price. They have undertaken projects of same magnitude. In the event of a delay in the payment, they agreed to carry on work to some extent for a month or so but said that the money flow should not be hampered continuously as in their experience the projects tend to overrun in such situations.

M/s. B. S. Aganval: They are handlingabout 4 projects as on date. Head Office at Bokaro Steel City. Did not overrun any project for their fault. They offered 4.56% unconditional rebate whichbrought their offer down to 13.71 crores. They will install their own RMC from ACC. In case of fund constraints they will carry

on work upto about 1.5 crores, i. e. two consecutive bills. If work is split their rebate will be reduced to 2.25%. They can complete within 18 months provided every drawing etc. is given on time. Can mobilize within a week.

Ma. Hindustan Steel Works Construction Ltd.: Offered a further unconditional rebate of .75% which brings their offer down to 14.31 crores. Specially equipped to construct high rise buildings. They are constructing the Navodaya chain of schools, Kendriya Vidyalaya. They have time overrun on all occasions but for no fault of theirs.

M/s. Unit Constructions Co. Ltd.: 7-8 projects upto date. No overrun. They were willing to offer unconditional 2% rebate which brings their offer down to Rs. 15.47 crores. They can complete in 18 months. Will take 15 days to mobilize. In case the fund flow is disturbed they will not be able to sustain.

Ms. Shapoorft Pallonji & Co. Ltd.: They have about 6 projects in hand. They are willing to give unconditional 1% rebate bringing their offer down to 15.77 crores. Will be able to sustain for two months and the work will be affected beyond 4 months. RMC from ACC. Time can be reduced to 18 months provided fund flow is regular, in the event of split they have some problem. No overrun due to their fault.

M/s. Larsen & Toubro Ltd: They can offer 1% rebate over and above the 9.5% rebate already given in their letter bringing their offer to 14.64 crores. In case of delayed payment they will not stop the work. They have built at IIT Kharagpur and are likely to get fly-over at Park Street. They have large number of projects going on. They will mobilize funds to any extent. They will try to complete by 16 months. RMC from ACC and their own plant on the E.M. Bypass. They have little experience working in Calcutta.

Ms. Uttar Pradesh Rajakiya Hirman Migam Ltd.: Unconditional rebate for 2% bringing their offer down to 16.34 crores. Works in Haldia, Will not be able to sustain in the event of the cash flow is hampered and the work will stop.

M/s. Simplex Concrete Piles (India) Ltd.: Cannot offer any rebate. Not able to negotiate. They are not able to change/after their initial stand.

M/s. Bridge & Roof Co. India 1.td. The representatives of M/s. Bridge & Roof Co. India 1.td., submitted through a letter dated 20.01,2001 in a scaled cover which was opened in the meeting, that they were ready to match the lowest valid bid price of Rs. 14.20,09,187.90. For this purpose a special rebate of 1.75% over and above their early rebate of 1.5% was given. Such rebate brought them down to the lowest valid bid price of Rs. 14,19,13,761.00. As a result of this the Executive council found that M/s. Bridge & Roof Co. India 1.td., were the lowest bidders and they were lesser than M/s. Mackintosh Burn by Rs. 95,427.00 who had bidded at Rs. 14,20 crores. M/s. Bridge & Roof Co. India 1.td., also assured the Executive Council that they would make every endeavour to complete the work in less than 18 months. Should there be any difficulty in fund flow they can sustain upto two to three R. A. bills.

The Executive Council considered the viability of all the firms and also took into account the subsequent special offer made by each firm.

The option was narrowed down to 3 firms:

- (a) M/s. Machintosh Burn Ltd.,
- (b) M/s. Bidge & Roof Co. India Ltd.,
- (c) M/s, Larson & Toubro Ltd.

During the course of discussion it was pointed out that M/s. Larsen & Toubro are relatively new to Calcutta and also they are private concern whereas M/s. Mackintosh Durn was a State Government concern and worked mostly in and around Calcutta and M/s. Bridge & Roof Co. India Ltd. was Central Government on; corn which worked mostly in and around Calcutta. Both the latter firms had thair trans contage in contamin, whose Mis. Dridge & Roof Co. India Ltd. brought their valid bid price to the lowest, the main contenders before the Council were only M/s. Mackintosh Burn Ltd., and M/s. Bridge & Roof Co. India Ltd. The Executive council also considered the offer made by M/s. B S. Agarwal who had offered an unconditional rebate of 4.56% bringing their valid bid price to 13.71 crores. It was felt that the record of M/s. B. S. Agaiwal was not reassuring to entrust with a big project like the one under consideration and there is very little evidence available on record to assure otherwise. Their subsequent offer of Rs. 13.71 erore was below the estimated price which raise the apprehension of possible compromise on quality. Moreover M/s, B, S, Agarwal were a private concern having their headquarters out of Calcutta. It was further noted by the Executive Council that M/s. Bridge & Roof Co. India Ltd. had no overrun, no arbitration or litigation pending and they also committed that they would get the ready mix concrete from ACC and deploy a tower crane of 65 mt. Height, Boom length of 40 mt, and capacity at maximum Boom length being 1.5 metric tons. It was also further noted that the Science City, the Airport Annex and the Dakshimpan were built by M/s. Bridge & Roof Co. India Ltd., which were of good quality. On the other hand, M/s, Mackintosh Burn had admitted that they had overrun in 7 to 8 projects. They would find it difficult to sustain for long, should the find flow be hampered under some unforeseen circumstances which was not the case with regard to M/s. Bridge & Roof Co. India Ltd. Both the firms M/s Mackintosh Burn and M/s. Bridge & Roof Co. India Ltd., being Government undertakings and based in Calcutta, it was found that track record of M/s. Bridge & Roof Co. India Ltd., were commendable and they could mobilize resources efficiently, maintain quality and had bidded the lowest price.

The Executive Council therefore narrowed down to the two Government Companies, namely, Mackintosh Burn and Bridge and Roof for award of contract. The Council sought the opinion of the Consultants, Ghosh, Bose & Associates, on the relative quality of work, efficiency, completion in time, capacity to mobilize, extent of such contracting, equipments in hand, technical personnel available, reputation in construction circles etc. of the two firms. The Hon'ble Law Minister expressed the opinion that other things being equal, the Council may prefer Mackintosh as it is a State Government concern.

The Council was informed by the Representative of Bridge & Roof that they have offered as promised earlier a special relate of 1.75 per cent of all their prices. In the letter they sent to the University in this regard it was stated that the cost would be Rs. 14.19 erores thus making them the lowest bidder even compared to Mackintosh Burn.

The Council took note of the two or three recent constructions of the two companies, their magnitude, time taken, quality standards etc. Taking note of lowest price, reputation for quality maintenance, speed and efficiency in execution, track record, freedom from disputes and avoidable fitigation, capacity for mobilization etc. the Executive Council unanimously decided to offer the contract to Bridge & Roof.

The University was directed to proceed accordingly.

#### Request from Bangladesh Bar Council

The Vice-Chancellor apprised the members of the offer received from Bangladesh foro opening an extension campus of NUIS at Dacca. It was clarified by the Vice-Chancellor that should such a campus be opened, the entire management training of teachers, discipline, academic control would vest with NUIS till such time Bangladesh build their own National Law School of Bangladesh

The Executive Council wanted the proposal to be favourably considered despite the fact that NUIS is presently is not in a position to spare teachers and mount programmes outside its own campus. Nonetheless a project report on feasibility may be prepared. The Bangladesh authorities may be advised to approach the Government of India for formal clearance of the proposal. Meanwhile preference may be given in admission both for LL, B, and LL, M, to Bangladesh students under foreign students/NRI quota and assistance may be given to prepare the faculty if and when classes are started in Dhaka.

# 7. Clatification of D.A. payment to employees

Arrear of D.A. may be paid and the government rule in this regard is to be followed.

Any other matter: Resource Mobilisation for Campus Development

The Executive Council, in recognition of the urgent need of the University for mobilization of alternate resources, recommended that the University may adopt the following course of action simultaneously:

- (a) Raise the tuition fees to Rs. 35000/- per annum
- (b) Collect campus development fee of its, 5000/- per annum from each student till the debt liability is over.
- (c) Offering not more than ten seats out of the total of 80 for NRI or NRI sponsored or foreign students at 3000 dollars or its equivalent amount in tupees.
- (d) Have quotas if necessary for students of the North-Eastern States in return for substantial foundation grants from the respective Governments.
- (e) Raise donations from public and private sectors for infrastructure facilities fike buildings, equipments, professorial chairs, student sponsorship etc.
- (f) Offer status like "Friends of NUIS" or "Associate of NUIS" in return from donations to Campus Development or Student Scholarship.

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I am directed by order of the Governor to may that the Governor in planeed to offer a grant of transfer of 4.95067 acres of land in Block-lill in
Unstar-III in Bidhamagar on the terms and conditions noted becauses to
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on payment of provinced, maked of N. 10,000/- (Dupter Ten thousand) only
per cottab for the purpose of construction of building complex of The Rank
Vent Bongal Bational University of Juridical University

- Arrangement may kindly be made for depositing within 90 days from the data of lumie of this latter a sum of N.29.99.167/- (Rupses Transpular lake of this latter a sum of N.29.99.167/- (Rupses Transpular lake a sum of the luminated and lumidated alatters) only being the total model of or the above montioned plot to the Reserve Hank of India, Calcubba under the head "4216-Divital Outlay on Repeated and Manage Defined Handler of Expenditure-Defined—Rundler and Receipts and Receipts and Receipts and Receipts and Capital Augustion of Expenditure-Defined—Planed—India Receipts and Receipts of the India Receipts of the Augustion Rundles Receipts of the Augustion Rundles Receipts of the Augustion Rundles Receipts of the Augusta Rundles Rundles Receipt of the Augusta Rundles Rundles Receipts of the Augusta Distance of the Rundles Rundle
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- 4. Upland the full amount is paid within 90 days from the date of lacto of the allotment exper, intexest will be charged 0.7% per summ for the first the pain and 10% per summ for the third year. On payment of above mentioned amount of salami and balance salami, if may, on assumd consumment, nonnegation of the sala place will be alvert offer land will be transferred by a Cort. Order with such terms and conditions as may be apposited therein.
- 5. Unleas the total amount of rained alongwith additional amount on amount of exequal area, if any, found on actual measurement, abber due to but interest are paid within 3 years from the date of industrial of this letter, this offer shall atom onestiad and amount, if any, deposited by you might be refunded after deducting administrative seak of history. (Rupone five hindred) only.
- 6. The tend chall not be used for any purpose other than inited in year is seen I above and which not be branchered without prior perminents of the Greenman efficiency be rectand without and entering the Engage that we have
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  Tours faithfully:

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#### Government of West Bengal Urban Development Department 18, Rabindra Sarani, Calcutta-700001

No.395-UD/O/M/SL(AL/NR)/8L-34/99 Dated Calcutta, the 31st Jan.,2001

From: The Deputy Secretary to the Government of West Bengal.

To: The Principal Secretary,
Judicial Department,
Government of West Bengal,
Writers' Buildings,
Calcutta-700 001.

Sub: Transfer of Plot No.12 in Block-LB, Sector-III, Salt Lake City to the West Bengal National University of Juridical Sciences and adjustment of the amount of interest for delayed payment with the balance of excess amount of salami paid.

Sir,

I am directed to refer to the proposal of Judicial Deptt. eent vide No.12199-G/JD/0/1A-12/99 dt. 11.12.2000, drawing attention of this Deptt the reasons for delayed payment of salami and requesting this Deptt. to condone the delay and waive the interest payment of Judicial Deptt. ble to U.D.Deptt., which has been duly considered in this Deptt.

- 2. After due consideration of the matter, I am directed to inform you that it has been decided that the amount of &.31.50%— (Rupees thirty one thousand five hundred and seven) only being the interest for delayed payment shall be adjusted against the amount of &.1.07.267/— (Rupees one lakh seven thousand two hundred and sixty seven) only, being the excess salami paid in this case instead of waiving the interest payable to the U.D.Deptt.
- (Rupees seventy five thousand seven hundred and sixty) only being the balance of excess amount of salami after adjustment of interest usual verification of the deposit after obtaining concurrence of the Finance Department in due course.
- I am further directed to state that necessary action for transfer of the above land to the Judicial Deptt. is being taken from this end and the follow up action will thereafter be taken by the Judicial Deptt. by execution of deed of transfer in favour of the West Bengal University of Juridical Sciences in consultation with this Deptt. in due course.

Yours faithfully,

(the financial W.B.

#### Urban Development Department 18, Rabindra Sarani, Caloutto-700001

No.395-UD/O/M/AL(AS/NR)/OS-34/99 Dated Onloutta, the 31st Jan., 2001

Emon: The Deputy Appretary to the Government of West Pongal.

: The Eximoteal Beardtary. Judgetal Copertment. Government of West Bongal. Writero' Buildings, Jalont th-700 001.

> Sub: Transfer of Plot No. 12 in Blook-LB, Scotor-III, Bult Tinke Oity to the West Bengel National University of Juridical Boioncon and adjustment of the amount of interest for delayed payment with the balance of excess amount of culous paid.

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I am districted to refer to the proposal of Judicial Papts. news wide No.12199-G/JD/O/1A-12/99 dt. 11.12.2000, drawing athention of this Heptt Sthe reasons for delayed payment of sales and requesting this Deptt. to condone the delay and waive the interest pays-ble to U.D.Duptt., which has been duly considered in this Paptt.

- After due consideration of the matter, I am directed to inform you that it has been decided that the amount of & 31,507/-(Rupsen thirty one thougand five hundred am neven)only being the interest for delayed payment chall be adjusted against the amount of R.1,07,267/- (Rupoes one Lokh novon thousand two hundred and sixty seven) only, being the exposu malam! paid in this can instead of walving the interest payable to the U.D. Peptk.
- I am also directed to state that an folker of 16.75,760/-(Rupean seventy five thousand seven hundred and eixty) only being the belance of excess amount of selemi after adjustment of interest for dalayed payment way be considered to be refunded aubjust to usual vorification of the deposit after obtaining concurrence of the Financa Department in due courac.
- I am further directed to etate that necessary action for transfer of the above land to the Judicial Peptt. is being taken from this and and the follow up notion will thereafter be taken by the Judicial Rept. by execution of deed of transfer in Sevour of the West Bengal University of Juridical Sciences in consultation with this Doubt, in due course.

Yours faithfully, Doputy Jooy, to the Edvarament of W.B.

No.395/1(5)-UD/O/M/SL(AL/NR)/SL-34/99 Dated Calcutta, the 31.01.2001 Copy forwarded for information to:

- 1. Executive Engineer, Deulgn, SERD Circle, Salt Lake, Seen Bhaban, Calcuttn-91 with a request to send necessary papers to enable this Deptt. to forward the draft lease deed to the Judicial Deptt. for execution.
- 2. The Registrer, The Wost Bongal National University of Juridical Sciences, Arannya Bhaban, 10A, L.A. Blook, Salt Lake City, Cal-98.

  3. The C.E.A., U.D. Doptt., Salt Lake.

4. The Administrator, Bidhannagar.

5. The Special Engineer, S.L.R.D.Circle.

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The WB National University of Juridical Sciences
Aranya Bhayan' 10A LA Block Salt Lake City/Calciuta 700098
Phones 3350534/3357379 Fax 3257422
E-mail mujs@cal3.vsnl.net.in Gram (URVARSITY

NUJS/AudiV2002

The Senior Audit Officer 9.5.2002 Civil Audit Party O/O the A.G. (Audit) West Bengal - 1. Kolkata. I.

In continuation of our reply dated 4.5.02 for Audit Query No. 9 dated 3.5.02, I am to forward herewith comments of the statutory Auditors, which are self explanatory.

Thanking you,

Yours faithfully,

(D. Kanurlina)
Accounts Officer

M.D. 08-10Y-02 13:03

SERRE STARFA

91 080 3464010

1: 11

Head Office: "Thouspash", #41/1, IllCross, Kumarapark West, Bangalore - 560 020.

DATED: 3.2.2002.

Phone: 3360346, 3310143

Fax: 039-049-1010 Ros: 3386177 E-Mail: suksharma@holmail.com

S.R.R.K. Sharma Associates

HARTERED ACCOUNTANTS

ACCOUNTS of FIGURER
The West Benezal National
University of Juridical Sciences,
'Aranya Bhavan' 100 LA Block,
Salt Lake City.
KOLKATA - 190098.

To Hi kind aller mg

Dear Sir,

With reference responsibilities dated  $6^{th}$  May 2002, we observe that we have to clarify the your items marked as  $^{+}A^{+}$  &  $^{+}A1^{th}$ .

With reference in observation No."A" please find the below mentioned clarification:

#### (a) EQUIPMENTS:

The depreciation on equipments are correctly charged. On equipments purchased after September 70%, the depreciation rate will have to be taken at half of the presented rate, if that is taken, the depreciation calculated by us is correct.

#### (b) FURNITURES:

Regarding the furnitures the depreciation contains full rate of depreciation for zone; items and half the rate of prescribed depreciation rate on purchases after September 30% and also ecitain here; on which full depreciation is taken on account of nature of the items included under the furniture like items below Rs.5000/- and also items which has utility of one year only. The list may be furnished during course of our next audit.

#### (c) COMPUTES:

Since the computer is purchased after 30th September the depreciation is charged at half the prescribed rate. The depreciation is correctly charged.

In the light of the clarifications given by us it is very clear that the depreciation of perfectly calculated.

(?) Regarding sem No. "At" we are herewith enclosing the Schedule for Rs. 15 32 5 35, 89 snown in the Receipts side of the Schedule.

# SCHEDULE OF VENDOR ADVANCES:

			MOUNT
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-1.	Mrs Godrei & Boyce Mis.C.	<b>0</b> -	27,100.00
?.	MS. Capital Electronics		200.00
3.	NAS Art Union	•	2,40,000.00
.,. 4,	MAS D.H.Industries		4,39,621.00
5.	Mas Rameo coaches		56,100.00
5. 6.	SAIS Kilborn reprographics		5,500.00
7.	v. at. Comachar Nigatil	ont	•
8.	West Bengal Forest Develo	Mittour	4,50,000.00
	corporation	TOTAL:	13,80,734.69
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	SCHEDULE OF ADVAN	ICE ACCOUNT	`; ~~ 000 00
	Mr.P.A.Thomas		50,000.00
١		•	25,700.00
2	Technical Teacher's Train	aing Institute	73,900.00
3.	1 N. Gangolti Chakraborty	-	10,000.00
4.	CACHINGALI CHARACTER		1,500.00
5	Prof. Asha Bajpal	elhi	3,000,00
6.	Mary's School, Newd	Work	2,000.00
7.	Madraa School of Social	- yy ULN Ludam	1,500.00
8.	Govi.Law College, Ema	Katan	669.00
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	G	RAND TOTAL	المستعدد تستدريس

We move the clarifications given will throw complete light on the observations taken out by the audit in respect of "A & A1". Kindly acknowledge the receipt of this letter.

Thanking you

Yours faithfully, For S.R.R.E.SHARMA ASSOCIATES, Chartered Accountants,

> (S.K.R.E.SHARMA) PARTNER.

 THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES ARANYA BHAYAN, 10A, LA BLOCK, SECTOR - III, SALT LAKE CITY, KOLKATA - 700 098. RECEIPTS AND PAYMENTS ACCOUNT FOR THE PERIOD ENDED 31.03.2001

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	리 설				By Administrative Expenses		05.44.353		
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					Traveling Expenses Meeting Expenses		13550.00	435.00	
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To Students Fees		239175.00			Dechiaty .		2900000		
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Registration Fee (M.Phil)		4000.00 5400.00		5849580.00	Maior Car Liperises Office Maintenance		239230.70 18929.30	51034.90	
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To Students Deposit (Refundable)		718500.00			Hostel Maintenance		75891.01	29533.85	55 738208
Hostel Deposit		119000.00		1432500.00	By Weffare Expenses		45481.00	11183.05	200
Mass Deposts		15000 00		150000.00	Hospitally Expenses HeathCare Expenses		9147.00	545.75	132957.50
To Earnest Money Deposit					By Educational Expenses		ye sed see	40468-00	
to Workshop & Seminar NLSIL-Environmental Law Workshop	232030.00	118773.00					355904.74	56576.00	00 1999
Law Convinssion of India		25000,00		375773.00					1,655
		-			By Seminar & Workshop Expenses Seminar Expenses		65137.00	00 00 00 00 00 00 00 00 00 00 00 00 00	•
10 Building Construction Sale of Tender Papers		49000.00	-		Workshop on Environmental Law.		2:232 05	86.65	
Donation from MS. Numburn Singra Campus Development Fee		212500.00		255501.00	Consul, Meet -Gander Sensitisztion				43705C.75
To Misc. Income		5475.10		5475.10					
To interest		29415.00	10967.00	40406.00	By Construction of Campus Land - Payment of Salami		2997042.00		
To Security Deposit			1050415.00	1050415.00	Work-in-Progress		5312115.00 E500000.00	01002.2.00	
To Mobilisation Advance			835500.00	835500.00	Mobilisation Advance		1671000.00		00.00 to 00.00
in becamee Work in Propress			4000000.00	4000000.00	By Fixed & Movable Assets	623259,13	615731,76	393264.31	
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	To Professional Tax	To Advance Vendor	to Postage Petry Cash-Franking	To Festival Advance	to Gujara Relief Fund	To P.F. Contribution	To P.F. Payable (Subscribtion)	To computer Loan	To Advance-Env. Law Workshop	To Advance-General	To Advance Purchase	To Imprest Fund-General							

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