

W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

NEW CAMPUS OF NUJS
12, LB-BLOCK, SECTOR III
SALT LAKE, KOLKATA

11th MEETING OF THE EXECUTIVE COUNCIL
SATURDAY, 1ST FEBRUARY, 2003

AGENDA NOTES

Agenda Item No. 1

Confirmation of the Minutes of the Tenth Meeting
of the Executive Council held on 26th October,
2002

Minutes of the Tenth Meeting of the Executive Council held on
26th October, 2002 are enclosed as Annexure - I for confirmation.

W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
SALT LAKE, KOLKATA

Minutes of the Tenth Meeting of the Executive Council of the
W. B. National University Of Juridical Sciences
held on Saturday, 26th October, 2002
at the Conference Room of Hyatt Regency

1. Hon'ble Mr. Justice S. Rajendra Babu
Judge Supreme Court of India
2. Hon'ble Mr. Nisith Nandan Adhikari
Minister of Law and Justice, Government of West Bengal
3. Professor N. R. Madhava Menon
Vice-Chancellor, NUJS
4. Mr. K. K. Venugopal
Senior Advocate, Supreme Court of India
New Delhi.
5. Professor T. K. Oommen
Jawaharlal Nehru University, New Delhi.
6. Mr. Balai Chandra Ray
Advocate General, West Bengal
7. Mr. Pranab Kumar Deb
Secretary, Judicial Department
Government of West Bengal.
8. Professor Gangotri Chakraborty
Professor, NUJS.
9. Mr. Anirban Mazumder
Lecturer in Law, NUJS.
10. Ms. Meena Panicker
Lecturer in Law, NUJS.

Hon'ble Mr. Justice Tarun Chatterjee, Judge, Calcutta High Court, Hon'ble Mr. Justice Chittatosh Mookherjee, former Chief Justice of Calcutta High Court, were unable to attend the meeting. Also Mrs. S. N. Ghosh, Principal Secretary, Higher Education Department, Govt. of West Bengal and Mr. Samar Ghosh, Finance Secretary Govt. of West Bengal, could not attend.

Mr. Satrajit Chauduri, Registrar, NUJS, and Mr. D. Kanunjna, Accounts Officer, NUJS, were present.

**Minutes Of The Tenth Meeting Of The Executive Council of the
W. B. National University of Juridical Sciences
held on Saturday, 26th October, 2002**

Item No.	Agenda Description	Resolution	Actions Taken
1.	Confirmation of the Minutes of the 9 th Meeting of the Executive Council held on 27 th July, 2002	The Council deliberated upon various items of the Minutes and confirmed the same	
2.	Report from the Finance Committee on the observations of Controller and Auditor General and the comments sent to Government thereon.	<p>The Vice Chancellor informed the Council that the financial transactions of the University since inception till March 2001 were audited, over and above the audit conducted by the statutory auditors appointed by the Executive Council, by a team of auditors from the Office of the Accountant General, West Bengal in April-May 2002. Observations made by the Government auditors were discussed in details by the Finance Committee which met on 10.9.2002. The Committee directed that para-wise comments on the points raised by the auditors be forwarded to Government for furnishing reply to the Accountant General. The comments, prepared with advice of the Secretary Finance (Internal Audit), have been sent to the Judicial Department. Final disposal of the auditor's report is awaited.</p> <p>One of the suggestions made by the Audit was that the University should maintain single Cash Book, instead of the detailed account-wise ones. The Council deliberated upon the matter from the point of view of transparency, reasonableness and convenience and felt that if only a single Cash Book detailing transactions in different accounts are maintained, the entire process would become too cumbersome, rendering location of individual transactions and reconciliation with banks extremely difficult.</p>	

		<p><u>Resolution :</u></p> <p>The Council directed that the transactions occurring in different funds of the University may be recorded in details in separate Cash Books and another Consolidated Primary Cash Book, recording the consolidated position of each of these subsidiary cash books be maintained henceforth.</p>	
3.	Selection of the Technical Assistant (Electrical).	<p>The Council noted that Shri Nandadulal Biswas, who was second in the panel and was offered the post after the first-named person on the panel did not respond within stipulated time, joined the University as its first Technical Assistant (Electrical) on 22.10.2002.</p> <p>The Council earlier approved the appointment by circulation</p>	
4.	Appointment of Registrar	<p>The Council welcomed Mr. Satrajit Chaudhuri, who joined as the third Registrar of the University on 17th October, 2002.</p> <p>The Council approved the terms of his appointment.</p>	
5.	Recovery of license fee if any, to be recovered from the staff occupying the accommodation rented from the TTTI.	<p>The Executive Council was informed that some of the flats, hired by the NUJS at TTTI Complex (where hostels were located till June 2002), were allotted to some of the faculty members who were assigned duties, either in the management of hostels as wardens or helping students in their projects and other academic and co-curricular activities. While regular teachers borne on time-scale of pay were not allowed HRA, to compensate for the unfurnished flats usually shared by more than one faculty, those on consolidated salary paid a percentage of their salary as rent. Government auditors have suggested that over and above withholding of the House Rent Allowance due to the teachers, certain amount should be recovered as licence fee from those occupying University provided flats.</p>	

6.	Determination of Probation of Teaching Staff who have completed one year of service	<p>Vice Chancellor pointed out that from June 2002, the teachers residing in the TTTI complex were not involved in hostel related activities. Also the University would soon be in possession of six flats being constructed in the campus.</p> <p><u>Resolution:</u></p> <p>The Council directed that the University should frame its own rules in this behalf taking into consideration the need for warden and other services, and place them before the next meeting of the Executive Council. Meanwhile licence fee from teachers and staff occupying Government or TTTI flats be recovered with effect from June 2002 as per West Bengal Government Rules.</p> <p>Vice Chancellor informed that the Executive Council had appointed the following faculty members in September 2001 : -</p> <ol style="list-style-type: none"> 1. Prof. Gangotri Chakraborty - Additional Professor 2. Mr. Abirban Mazumsder - Lecturer in Law 3. Ms. Meena Panicker - Lecturer in Law 4. Mr. Nandan Nawn - Lecturer in Economics 5. Mr. Shiju M. V. - Lecturer in Law 6. Mr. G. Ajay - Lecturer in Political Science 7. Ms. V. Vishalakshi - Lecturer in Law <p>Some who were also appointed along with them left the University on their own. All of them completed one year of service. Prof. Gangotri Chakraborty, Ms Meena Panicker and Mr. Arirban Mazumder have served the University for a period of two years or more.</p> <p><u>Resolution:</u></p> <p>After discussion the Council decided to confirm the appointment of the above mentioned teachers on contract for a period of five year including the probation period.</p>	
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7.	Annual Report to be sent to the General Council	<p>Vice Chancellor presented the second Annual Report together with audited accounts of the University for the year 2001-02.</p> <p><u>Resolution :</u></p> <p>The Council noted the points highlighted in the report and recommended it for presentation to the General Council for approval.</p>
8.	Agreement for printing and distribution of University Journal	<p>A Journal of the NUJS - Indian Journal of Juridical Sciences was proposed to be published every year in March, which will feature one topical theme of contemporary relevance. The University would collect articles for it and compile them. Printing and publication will be by a reputable publishing house against payment of royalties. The Council was informed that leading publishing houses, like OUP, APH etc. were requested to offer their terms and conditions in this behalf. M/s. Allied Publishing House was the only firm to respond. Their stipulated terms included payment of a royalty of 5% of the published price of the journal and a royalty of 15% when the Journal is published in textbook form. University will buy 75 copies of the Journal and 25 copies of the book for a total price of Rs.10,000/-.</p> <p><u>Resolution :</u></p> <p>The Executive Council broadly accepted the above terms subject to further negotiation of details.</p>
9.	Contract for construction of bank building.	<p>In the 9th 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. Accordingly Vice Chancellor wrote a letter to M/s. Bridge and Roof to which the Managing Director of the Company replied that were not interested in the work(both letters were circulated among the members of the Executive Council). It was reported that soon thereafter the Managing Director of M/s.</p>

10.	Report from the Academic Council.	<p>Bridge and Roof visited the Vice Chancellor personally and regretted having written such a letter and also assured the Vice Chancellor that they would not give any reason or cause hereafter which warrant action from their side on account of quality in work.</p> <p><u>Resolution :</u></p> <p>The Council noted the above details and decided to award the work of construction of bank building at the NUJS campus to M/s Bridge and Roof on the existing rates approved for construction of main University blocks.</p> <p>The Vice Chancellor placed before the Executive Council the following resolutions taken in the meeting of the Academic Council held on 25th October, 2002 for consideration of the Executive Council :</p> <p>(a) Setting up a Legal Services Clinic : The Vice Chancellor informed the Committee that the University was arranging for a permanent Lok Adalat in its campus and the matter was under active consideration of the Chairman, National Legal Services Society and the Chairman, State Legal Services Authority. The Academic Council approved the proposal and forwarded to the Executive Council for approval.</p> <p><u>Resolution :</u></p> <p>The Executive Council approved the proposal.</p> <p>(b) Introduction of Human Rights Certificate/ Diploma Course : The Proposal was accepted by the Committee and forwarded to the Executive Council for consideration.</p> <p><u>Resolution</u></p> <p>The Executive Council considered the proposal (enclosed as Annexure - I) and approved the same.</p>
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		<p>(c) LL.M. Examination – Dissertation : The Academic Council discussed the various rules for evaluation of LL.M. dissertation and examiners thereof.</p> <p>The Council laid down that for evaluation there shall be one internal examiner and one external examiner. The pass marks shall be 'B' grade or 50% marks. If there is a difference of 15% between internal and external examiner, a third external examiner will be appointed whose decision shall be final. There should also be pre-submission seminar without which the student shall not be allowed to submit his dissertation. Weightage shall be given to identification of research topic, organization of materials, research methodology and conclusions arrived at.</p> <p>The Executive Council noted the above decision of the Academic Council.</p>	
	<p><u>ADDITIONAL AGENDA ITEMS</u></p>		
AA.1	Re-structuring Library Management	<p>The Vice Chancellor proposed for re-structuring of Library Management as Library of a law school is different from other libraries in many respects. He mentioned that the Librarian 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.</p> <p>The Vice Chancellor also pointed out that 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 :</p> <p>(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</p>	

		<p>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.</p> <p>(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.</p> <p>(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.</p> <p>The Academic Council considered the proposal and recommend for consideration of the Executive Council.</p> <p><u>Resolution</u></p> <p>The Executive Council noted the proposed restructuring of the Library Management and authorized the Vice Chancellor to implement the same. The Council also approved the Library positions as recommended by the Academic Council.</p>	
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AA.2	Endowment on "Law and Economics" in the name of Shri Keshab Chandra Basu	<p>The Vice Chancellor reported that Professor Kaushik Basu, Professor of Economics in Cornell University, U.S.A and the son of late Mr. K. C. Basu who was a lawyer of repute in post-Independence period in Calcutta, and Mayor of the City and Speaker of the West Bengal Assembly, desired to invite an endowment with Rs. 3 lakhs in the University to promote scholarship in law-economics interface. He desires the University to organize a lecture series every year to be known as "Keshab Chandra Basu Lecture in Law and Economics" for which he volunteered to bring distinguished scholars from different parts of the world for the first few years. The University would spend Rs. 25,000 or so every year to organize these lectures which would be published later to earn royalty to the University.</p> <p>The subject has not yet assumed the importance it deserves in India and NUJS will be one of the first institution to start scholarship in this field.</p> <p>The Academic Council approved the proposal and recommend it to the Executive Council for its approval.</p> <p><u>Resolution</u></p> <p>The Executive Council welcomed the offer of endowment by Professor Kaushik Basu to set up "Keshab Chandra Basu Lecturer in Law and Economics" and authorized the Vice Chancellor to set up the activities as proposed.</p>
Item. A	Grants from Government of West Bengal for the year 2002-03.	<p>The Vice-Chancellor reported that 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.</p> <p>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</p>

		<p>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.</p> <p><u>Resolution:</u></p> <p>The Executive Council noted the matter and requested the Law Minister to take appropriate measures to ensure that the funds required for construction of campus and repayment of loans with interest be provided for in the annual plan budget of the Government. It also directed the University to distinctly specify in its annual estimates over the next fifteen years the quantum of grant to be released by the Government every year <u>for repayment of loan taken so that Government may release the grant every year without curtailment.</u> The Registrar and the Accounts Officer were directed to meet the Judicial Secretary to secure augmentation of current year's grant for campus building in the revised estimates of the Government.</p>
Item B	To consider purchase of a car for official use	<p>It was mentioned in the meeting that 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.</p> <p>It was proposed that 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.</p>

Item C	Pay and Emoluments of Registrar	<p><u>Resolution:</u></p> <p>The Executive Council noted the proposal but reserved its decision to sanction purchase of a new car till the next meeting.</p> <p>It was noted that Mr. Satrajit Chaudhuri, IRS (Retd) joined NUJS as Registrar on 17.10.2002 in the scale of pay of Rs. 16400-450-20900. He retired as Member, Central Board of Direct Taxes (CBDT) on 31.7.2002 and drew last pay of Rs. 24,050, and is drawing basic pension of Rs. 12,025 per month.</p> <p>The following pay and perquisites were offered to Registrar :-</p> <ol style="list-style-type: none"> 1. On re-employment, pay should be fixed taking into account the pension received in previous employment, so that re-employment pay plus superannuation pension do not exceed the last pay drawn. Normal increments, as admissible to the scale of pay on re-employment, will be admissible, subject to the condition that pay plus pension does not, at any time, exceed Rs. 26,000. 2. In accordance with these principles of fixation of pay on re-employment, initial pay of Mr. Chaudhuri may be fixed at Rs. 12025 (last pay Rs. 24050, less pension Rs. 12025) per month on 17.10.2002, with date of next increment raising pay to 12475 on 1.10.2003. In addition, Mr. Chaudhuri will continue to draw his pension from the Central Govt. as per rules. 3. Gross emoluments admissible to Mr. Chaudhuri from NUJS initial at stage of his re-employment are as under: <table data-bbox="654 1370 1284 1603"> <tr> <td>Basic Pay</td> <td>: Rs. 12025</td> </tr> <tr> <td>Dearness Allowance</td> <td>: Rs. 5892</td> </tr> <tr> <td>City Compensatory Allowance</td> <td>: Rs. 300</td> </tr> <tr> <td>House Rent Allowance (subject to production of requisite certificate)</td> <td></td> </tr> <tr> <td></td> <td>: Rs. 3608</td> </tr> <tr> <td></td> <td>: Rs. 21825</td> </tr> </table> <p>He will subscribe to the NUJS Provident Fund at the prescribed rate of 10% of basic salary (minimum). Leave Rules of NUJS for regular employees of non-vacation department will be applicable to him.</p>	Basic Pay	: Rs. 12025	Dearness Allowance	: Rs. 5892	City Compensatory Allowance	: Rs. 300	House Rent Allowance (subject to production of requisite certificate)			: Rs. 3608		: Rs. 21825
Basic Pay	: Rs. 12025													
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	: Rs. 3608													
	: Rs. 21825													

		<p>4. As Registrar, he may use University Car to commute between his residence at C3 311, Salt Lake and office. In case of any private use, the cost will be borne by him as per guidelines for use of office car framed by NUJS.</p> <p>5. The University may also reimburse the cost of maintenance of one BSNL telephone at his residence together with all official calls, including STD and ISD, as certified by him.</p> <p><u>Resolution :</u></p> <p>The Executive Council approved pay and perquisites offered to Registrar as mentioned above.</p> <p>The meeting ended with a vote of thanks to the Chair.</p>	
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CERTIFICATE/DIPLOMA COURSE IN HUMAN RIGHTS,

ACCESS TO JUSTICE AND CITIZENSHIP EDUCATION

01. Under the School of Public Law and Jurisprudence, NUIJS has set up a Centre for Human Rights (CHR). In association with the Legal Services Clinic (LSC) of the University, the CHR has been organizing legal literacy programmes and human rights education courses in the city colleges and habitations. There is a felt need and continuing demand for more such courses in different sections of society.

02. Responding to social demands and Realizing the Social responsibilities of a centre for legal learning, CHR and LSC have now proposed to introduce a one year certificate course which leads to another year's course for a diploma programme on "Human Rights, Access to Justice and Citizenship Education". The idea is to let the certificate course open to all and allow those completing it successfully opt for the diploma course based on their areas of work and interest. The certificate course is to be of one year's duration and the diploma course of two years, eligibility for the diploma course being successful completion of the certificate course. The course will be taught largely in English and, as such working knowledge of English is an essential qualification for enrolment.

03. The course is proposed to be taught through distance mode (correspondence, video-conferencing, radio lessons, video and audio cassettes, project assignments and exercises) supported by contact classes of not less than ten sessions in each year. Separate study materials will be prepared and circulated among all those who enroll for the course. There is to be no tuition fee. However, a registration fee of Rs. 500, an examination fee of Rs. 500 and a nominal price for study materials will be charged from those enrolled for the course. The fee for those enrolled for Diploma programme after one year of certificate course will be decided later. To begin with for the first two years only those residing in an around Kolkata are proposed to be enrolled.

04. The course is directed at vulnerable and socially significant groups like school and college students, women, teachers, policemen, journalists, social workers, civil servants, health personnel and the like. The objectives of the certificate course, inter alia, are the following :

- (a) Generate understanding of civil society, constitution and citizenship
- (b) Awareness of human rights and responsibilities
- (c) Indian legal and judicial system – The laws and remedies
- (d) Instrumentalities and procedures for accessing justice
- (e) Rights of Children, Women, *Dalits*, Disabled and Disadvantaged Sections

05. There is to be no written examination at the end of the course. Certificate will be awarded to those fulfilling the following conditions :

- (i) At least 80 per cent attendance in contact classes held.
- (ii) Satisfactory grade to be obtained in a minimum of three project reports on topics assigned and to be submitted at intervals of three months during the year.
- (iii) Satisfactory grade in a viva-voce examination
- (iv) Good conduct and clearance of dues payable to the University

Those who have partly completed the requirements in the year enrolled cannot carry forward the remaining part in the succeeding or later years. Such candidates have to re-register again and do everything afresh. No enrolment is valid beyond 15th months from the date of registration.

06. The tentative syllabus of the Certificate Course is as follows :

Module I International Evolution of Constitutional Governance and Human Rights – Status of Human Rights in the U.N. System – International Enforcement of Human Rights

Module II The Indian constitution – How are we governed ?
Fundamental Rights, Directive Principles – Enforcement
Fundamental Duties
Citizenship – Rights and Responsibilities

Module III

Elections and We, the People of India
The Indian Legal and Judicial System
The Laws – Civil and Criminal
The Structure of the Courts
Legal Procedures and Institutions
Legal Remedies, Legal Aid and Accessing Justice

Module IV

Citizen, the State and the Police
Police powers and their limitations
Your rights in police procedures
How to seek justice in criminal proceedings
Right to Private Defense

Module V

Family Laws and Women's Rights in Marriage
Personal laws and status of women
Maintenance Right and Remedies
Family Court and Proceedings
Women's right at work place

Module VI

Socio-Economic Rights and Access to Justice
Right to Education – Nature, Scope and reliefs available
Right to Health – Nature, Scope and remedies
Right to Clean Environment and
Duty to protect Environment
Right to Work and Rights in Work

Module VII

Consumer Rights and Consumer Justice
Contracts and Torts to protect rights
Consumer Courts and speedy justice
Lok Adalats and Negotiated Settlements

Module VIII

Civil Society and Democratic Governance
73rd and 74th Constitutional Amendments
and Grassroot Democracy
Rule of Law and Public Accountability
Courts as the guardian of rights
Protection of rights outside the Courts

- NOTE:** (i) All modules are not of equal weightage. Depending on the interests of the group enrolled for the course, the emphasis may vary and the content changed each year.
- (ii) The project topics will be given at the beginning of the course in consultation with the candidates enrolled. All projects to be written in English and is to be limited to 10 pages in A-4 size sheets. The structure of the project report will be notified separately.

Agenda Item No. 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 provided 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. Copy of Government letter dated 7.1.2003 is enclosed (Annexure - II -A).

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. A gist of rules governing payment of licence fee under the FRs and SRs is enclosed (Annexure -II-B).

The matter is being placed before the Finance Committee. The recommendation of the Committee will be placed at the table.

ANNEXURE-II-A

GOVERNMENT OF WEST BENGAL
OFFICE OF THE ADMINISTRATOR
BIDHANNAGAR
SECH BHAWAN : KOLKATA-700091

From:- Accounts Officer
Bidhannagar
O/O the Administrator

ANNEXURE-II-A

To :- Sri D. Kanunjna
Accounts Officer
The W.B. National University of
Juridical Sciences,
'Aranya Bhawan' 10A, LA Block,
Salt Lake City, Kolkata-700098.

A.O.
7.9.1.2003.

No. 37

dt. 3/12/02

Sub:- Licence fee for occupation of Government flats. 7.1.2003

Ref:- Your No.D.O.No.NUJS/Accts/Licence Fee/02 dt.25-11-02.

Sir,

Apropos the subject cited above this is to inform you that as per order of the Finance Department, no house rent allowance is admissible to a person residing in Govt. accomodation, while licence fee i.e. a) Rs.347/- to Rs.1250/- @ 6% b) Rs.1251/- to Rs.2000/- @ 8% of the basic pay c) Rs.2001 and above @ 11% of the basic pay of the incumbent is debitted and subsequently credited to our head of accounts. In case of incumbents posted in Govt.undertaking/Local bodies/Other Govt.organisations, licence fee amounting the same is deposited to the Accounts Officer of this office by cheque/draft.

But no licence fee is realised from the incumbent, who joined the Govt. service after December 1989 as there is no such order regarding the same. Therefore, the Govt.servant who joined the service before or in December'89 pay more for their accomodation than a person who joined later.

In view of the above it is noticed that there is some anomaly has been persisting for more than a decade, as such regarding the aforesaid anomaly this office has moved to the Govt. for further necessary order so that this anomaly may be sorted out soon.

Yours faithfully,

Accounts Officer
O/O the Administrator
Bidhannagar.

DB/03

Government Quarters

1. Allotment of Quarters

[Swamy's — FR & SR, Part-I]

ANNEXURE II-B

Eligibility.—As per basic pay range including stagnation increment but excluding NPA.

Priority date.—The date from which the Government servant is continuously in service in respect of Type I to Type IV accommodation and accommodation in Working Girls' Hostel; and

The earliest date from which the Government servant is continuously drawing emoluments relevant to a particular type or a higher type in respect of Type V (A) to Type VIII accommodation, single and double room hostel accommodation.

Where the priority date of two or more officers is the same, seniority among them shall be determined by the emoluments, and the officer drawing higher emoluments will be given first preference; where the emoluments are equal, the length of service will be the criterion; and where both the emoluments and the length of service are equal, the officer in the higher scale of pay will get preference.—SR 317-B-2.

2. Licence Fee

[Swamy's — FR & SR, Part-II]

A. RESIDENTIAL ACCOMMODATION

Pay Range	Entitled Type	Living Area (in sq. mt.)	Licence Fee	Remarks
Rs. 2,550-3,049	I 'A'	Up to 30	Rs. 20	Sharing toilet facilities meant for more than two quarters.
		-do-	26	Sharing toilet facilities meant for two quarters.
		-do-	46	Old quarters with plinth area less than 300 sq. ft.

Pay Range	Entitled Type	Living Area (in sq. mt.)	Licence Fee	Remarks
Rs.			Rs.	
		Up to 30	58	Quarters with plinth area of 300 sq.ft. and more.
3,050-5,499	II 'B'	26.5 to 40	104	...
		41 to 50	133	...
5,500-8,499	III 'C'	34.5 to 55	145	...
		56 to 65	177	...
8,500-11,999	IV	59 to 75	196	...
Not less than 10,000	IV Spl. } 'D'	76 to 91.5	245	...
12,000-15,099	V-A	Up to 106	289	...
15,100-18,399	V-B } 'E'	Beyond 106	351	...
18,400-22,399	VI-A	Up to 159.5	430	...
22,400-24,499	VI-B } 'E-1'	Beyond 159.5	514	...
24,500-25,999	VII 'E-2'	189.5 to 224.5	604	...
26,000 and above	VIII 'E-3'	243 to 350	866	...
		350.5 to 522	1,274	...

For Servant quarters : Rs. 20

For Garages: Rs. 12

B. HOSTEL ACCOMMODATION

Monthly pay	Type of Hostel	Living area (sq. mt.)	Licence Fee
Rs. 6,500	Single room suites without kitchen	21.5 to 30.0	Rs. 110.00
Rs. 6,500	Single room suites with kitchen	30.5 to 39.5	Rs. 156.00
Rs. 8,500	Double room suites with kitchen	47.5 to 60.0	Rs. 214.00

These rates would be subject to a maximum ceiling of 10% of monthly emoluments of the allottee.

The above rates of licence fee for "Hostel Accommodation" are also applicable in respect of Transit Pool Accommodation throughout the country.—SR 317-B-5, FR 45-A and O.M., dated 12-11-1998 and 29-6-1999.

Working Girls Hostel.—All lady officers without limit of emoluments will be eligible.

C. LADIES' POOL OF ACCOMMODATION

Lady Officers are eligible for allotment in the entitled type from the ladies pool. For two-roomed hostel accommodation and regular accommodation Type 'A' (I) to Type 'E-1' (VI), the ratio is 1 : 1 for married and single lady officers; for single room hostel accommodation, the ratio is 1 : 3.—GIO, SR 317-B-8.

Licence fee in case of allotment of higher accommodation.—If a Government servant is allotted quarters of a type higher than his entitlement

on his own request, three times the flat rate of licence fee or full standard licence fee under FR 45-A, whichever is higher, will be charged.—*GIO* (5), *FR 45-A*.

Payment of Licence Fee.—1. When an allotment of accommodation or alternate accommodation is accepted, liability for Licence Fee will commence from the date of occupation or the eighth day from the date of receipt of the allotment, whichever is earlier.

2. If after acceptance, possession is not taken of the accommodation within eight days from the date of receipt of allotment letter, Licence Fee will be charged from such date up to a period of twelve days for which period House Rent Allowance is also not payable.—*SR 317-B-12 (1) and GIO*.

3. At least ten days' intimation is to be given to the Director of Estates for vacation of residence, when the allotment of the residence will be deemed to have been cancelled with effect from the eleventh day of the receipt of the intimation, or the date specified in the letter, whichever is later. Failure to give due notice will entail payment of Licence Fee for ten days or the number of days by which the notice falls short of ten days.—*SR 317-B-14 (1)*.

Agenda Item No. 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. In view of this the Corporation Bank has been requested to review their offer. Response thereto is awaited.

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 @ 0.5% is leviable as per terms of agreement with HUDCO.

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.

The matter is being put up before the Finance Committee. Its recommendation will be tabled at the Executive Council meeting.

Agenda Item No. 4.

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.

Agenda Item No. 5.

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

The membership of the present Finance Committee is as follows :

- | | | |
|-----|---|------------------------------|
| (1) | Hon'ble Mr. Justice Chittatosh Mookerjee
Former Chief Justice of Calcutta High Court | -Treasurer of the University |
| (2) | Finance Secretary, Govt. of West Bengal | - Member |
| (3) | Judicial Secretary, Govt. of West Bengal | - -do- |
| (4) | Prof. Gangotri Chakraborty | - -do- |
| (5) | Mr. Balai Chandra Ray,
Advocate General, West Bengal | - -do- |

It has been the experience of the Committee that the Finance Secretary is usually unable to come for the meetings and Mr. Samar Ray has to attend as a special invitee to represent the Government. The Committee has often benefited from his knowledgeable intervention. He has made it convenient to attend a meeting whenever so invited.

In view of this, the Council may like to consider if Mr. Samar Ray could be nominated in place of Finance Secretary, Govt. of West Bengal.

Agenda Item No. 6

Name of the University Campus

The University is shifting to its campus in three phases. It is now time to consider a name for the campus. Two names have been proposed :

(i) DHARMANIKETAN

(ii) NUJS BHAVAN

The Executive Council may like to propose and/or approve a name for the campus.

Agenda Item No. 7

Motto of the NUJS Legal Aid Society

On 9th November 2003 on Legal Aid Service Day, the NUJS Legal Aid Society was inaugurated. The Society was given a provisional motto of : "Seva, Sahayogita, and Suvichar" which means Service, Cooperation and Justice. Another motto that is proposed is :

लौकसंरक्षणार्थाय धर्मसंस्थापनाय च ॥

which means "for preservation of People and Justice" . It may be recalled that the motto of the University

युक्तिं ह्यने विचारे तु धर्महानिः प्रजायते ॥

which means "where legal process is without reason Justice suffers"

Executive Council may like to approve a motto for the NUJS legal Service Society.

Agenda Item No. 8.

**Fine for delayed submission of
application for admission**

Last date of submission of applications for admission 2003 was 31 December 2003. In view of last minutes requests to extend the date, it was decided that applications would be received upto 10 January 2003 with delay fine of Rs. 100 per day. In addition to 1534 applications received for admission to B.Sc./B.A. LL. B. course 2003 within the prescribed date (31.12.2003) 4 applications were made on payment of delay fine Rs. 3200/- between 1st to 10th January 2003.

Submitted to Executive Council for information.

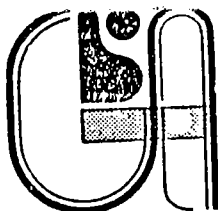
Agenda Item No. 9.

Payment to M/s. Bridge and Roof on account of price Variation adjustment

In items of clause 52 of the contract with M/s. Bridge and Roof, price adjustment to the value of work payable to the contractor at tendered rates shall be made towards variations in the prices of materials and labour. While such adjustment towards the labour component is based on variation in the Consumer Price Index - general index for industrial workers as published in the Indian Labour Journal by Labour Bureau, Government of India. Adjustments towards the material component relates to variation in the All India Wholesale Price Index for all commodities applicable to the center nearest to the place of work. The clause is operative either way i.e. if the variations are on the plus side, PVA is payable to the contractor and if they are on the negative side, PVA is recoverable from the contractor. No PVA is admissible on the value of work to be done in the first six months.

M/s. Bridge and Roof submitted their first PVA Bill of Rs. 25.42 lakhs through the architect M/s. Ghosh Bose and Associates Pvt. Ltd., who recommended payment of Rs. 15.94 lakhs.

The relevant provisions of the Contract are reproduced along with the letter received from the Management Consultants in Annexure - III.



GHOSH,
BOSE &
ASSOCIATES PVT. LTD.

ENGINEERS
TOWN PLANNERS
ENVIRONMENTAL TECHNOLOGISTS

8, HARRINGTON MANSION
8, HO CHI MINH SARANI
KOLKATA - 700071
PHONE : 282-7152, 282-1866
282-7036, 282-6026

E-mail : ghoshbose@cal.vsnl.net.in

FAX : 91-33-282-6638

GRAM : CITYSCAPE

ANNEXURE-III

Ref : GBPL/506/997 /2002

November 25, 2002.

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

ANNEXURE-III

Dear Sir,

**Re : Construction of The W B National University of Juridical Sciences at
Salt Lake City, Kolkata – 1st PVA Bill of M/s. Bridge & Roof Co. (I) Ltd**

Please refer to the letter no. B&R/NUJS/5741/2/557 dated 10.09.2002 of M/s. Bridge & Roof Co. (I) Ltd. submitting their 1st PVA bill for the above mentioned work.

We have checked and scrutinised the above bill and would inform the following :

- | | | | |
|-------|---|-----|--|
| i) | Date of submission of Tender | - | 16.01.2001 |
| ii) | Date of issue of work order | - | 10.04.2001 |
| iii) | Date of commencement of work as per tender terms (Contractor were advised to go ahead with the work) | - | 13.06.2001 |
| iv) | Time of completion as per tender | - | 18 months i.e. <u>12.12.2002</u> |
| v) | Date of completion of 1 st 6 months from the date of commencement of work | - | 12.12.2001 |
| vi) | Accepted tender value | Rs. | 14,19,13,761.00 |
| vii) | Value of work for the site (Residential Block) handed over to B&R on 13.06.01 | Rs. | 5,34,53,970.71 . |
| viii) | Site for balance value (Academic Block) of the work handed over to B&R on 15.08.01 i.e. initial loss of time was 63 days. | Rs. | 8,84,59,790.00 |
| ix) | As per terms of the tender value of work required to be executed in 1 st six months considering the total site is handed over to the contractor at a time. | Rs. | $\frac{14,19,13,761.00 \times 6 \times 80\%}{18} = 3,78,43,669.60$ |
| x) | Actual value of work required to be executed on the basis of different dates of handing over of site in 1 st 6 months. | | |
| xi) | Residential Blocks (handed over on 13.06.01) | Rs. | $\frac{5,34,53,970.71 \times 6 \times 80\%}{18} = 1,42,54,392.19$ |

...2.

xii) Academic Blocks and other allied work (handed over on 15.08.01)

$$[(Rs. 8,84,54,790.68 \times 6) \times (180 - 63)] \times 80\% = Rs. 1,53,33,030.37$$

$$8 \times 180$$

xiii) As such total value of work required to be executed in 1st 6 months works out to Rs. 2,95,87,422.56
 (Rs. 1,42,54,392.19 + Rs. 1,53,33,030.37)

xiv) As per terms of the tender contractor is not entitled to get any PVA during 1st 6 months from the date of commencement of work i.e. no PVA will be allowed upto the value of work of Rs. 2,95,87,422.56

Accordingly the contractor is entitled to get PVA from part of their executed value of work of 5th R/A bill beyond the above value of work i.e. Rs. 2,95,87,422.56.

On the basis of above we have checked and scrutinised the PVA bill on labour and materials as per formulae given in the accepted tender and would certify for payment of Rs. 15,94,540.28 (Rupees fifteen lacs ninety four thousand five hundred forty and paise twenty eight only) in favour of M/s. Bridge & Roof Co. (I) Ltd. against their 1st PVA bill for the above mentioned work.

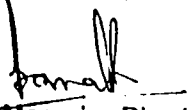
While certifying the bill we have considered the following :

1. RBI Indices for the month of January 2001 as base (date of submission of tender).
2. Since RBI Indices for the month of March, 2002 to May, 2002 of Wholesale Price Index and May 2002 of Industrial workers as are not available, we have certified the PVA bill during the above period i.e 7th to 9th R/A bill considering Indices for the month of February, 2002 and April, 2002 for Wholesale Price Index and Industrial workers respectively. On receipt of firm Indices for the above months necessary adjustment shall be made subsequently.
3. No deduction has been made against retention money as this payment is against PVA of the executed work. This may kindly be verified at your end.
4. No deductions have been made against Income Tax and Sales Tax on Works Contract, these may kindly be made at your end.

Before making payment as certified above please verify from your office records any advance payment made to the firm on this account and adjust accordingly.

Thanking you,

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


 Managing Director.

Encl : One copy of bill along with supporting documents..

FAX : 217 2106
 CC : M/s. Bridge & Roof Co. (I) Ltd.
 Kankaria Centre, 2/1, Russel Street (5th floor)
 Kolkata 700 071.

CC : The Site Engineer, GBPL
 NUJS Site, Salt Lake City
 Kolkata 700 098.

With one copy of bill along with supporting documents

/na.

37.

50. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 22 together with any expenses the Owner may have incurred in connection therewith.

51. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. unless specifically provided in these documents.

52. GENERAL PRICE VARIATION ADJUSTMENT (P.V.A)

In partial modification of the provisions made elsewhere in this contract regarding rate quoted being not subject to any variations, price adjustment to the value of work payable to the contractor at tendered rates shall be made towards variations in the prices of materials and labour in the manner specified hereunder :-

If, after the written order to commence the work and during the operative period of this contract including any authorised extensions of the original stipulated completion period :-

- a) there be any variation in the Consumer Price Index - general index - for industrial workers (Base 1982 = 100) (Source - data published from time to time in Indian Labour Journal by the Labour Bureau, Government of India) or
- b) there be any variation in the All India wholesale price index for all commodities (Base 1981-82 = 100) (as published from time to time in the RBI Bulletin based on the data issued by the Office of the Economic Adviser to the Government of India),.

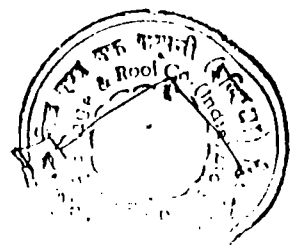
Price Variation Adjustment (PVA) towards (1) labour component and (2) materials component shall be calculated in accordance with the formulae A and B respectively given below, subject to stipulations hereinafter mentioned.

Formula (A) for Labour

$$VL = 0.85 P \times \frac{K_1}{100} \times \frac{(C_1 - C_0)}{C_0}$$

Formula (B) for materials

$$VM = [0.85 \times P \times \frac{K_2}{100} - Y] \times \frac{(I_1 - I_0)}{I_0}$$



where -

VL = Amount of price variation adjustment - Increase or decrease in rupees due to Labour Component.

VM = Amount of price variation adjustment - increase or decrease in rupees on account of materials component.

Note-Bill period (noted hereunder) signifies the period of actual execution and not date of measurement or preparation of bill.

P = Cost of work done during the period under consideration (bill period) excluding advance on materials and/or adjustments thereof.

Y = Cost of any other materials supplied/arranged by the Owner at fixed price during the period under consideration (bill period).

K1 = Percentage of labour component calculated as indicated in note (1) below.

K2 = Percentage of materials component as indicated in Note (2) below.

CO = Consumer price index - general index number for industrial workers (base 1982-100) referred to at (a) above, ruling on the last date for receipt of tenders, and as applicable to the centre, nearest to the place of work, for which the index is published.

CI = Average of above mentioned Consumer Price Index number during the period under consideration (bill period).

IO = All India wholesale price index number for all commodities referred to at (b) above, ruling on the last date for receipt of tenders and as applicable to the Centre nearest to the place of work for which the index is published.

I1 = Average of above mentioned monthly All India wholesale Price Index numbers during the period under consideration (Bill Period).

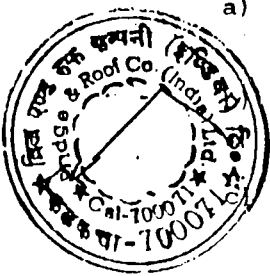
Note(1) : K1 shall be taken as under :

Component of Work :

	K1
a) Civil work including ancillary work and external work and R.C.C. tanks, septic tanks etc. if any of sanitary and plumbing work.	30
b) Sanitary and Plumbing works including fittings & fixtures (internal work only)	20
c) Electrical Installation works including fittings & fixtures (external and internal works).	20

Note(2) : K2 shall be taken as under

	K2
a) Civil work including ancillary works as detailed under note (1) (a) above.	70
Sanitary & Plumbing works including fittings & fixtures as detailed under note 1(b) above.	80
Electrical Installation work including fittings & fixtures as detailed under Note 1(c) above.	80



Stipulations :

- i) P.V.A. clause is operative either way i.e if the variation in above referred price index are on the plus side, PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor for the respective bill period of occurrence of fluctuations.
- ii) The rates quoted by the contractor shall be treated as firm for the value of work required to be done in the first 6 months of the contract period from the date of written order to commence work, and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 6 months of the contract period shall be taken as 80% of the value of work to be done on prorata basis in 6 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in the first 6 months as worked out above, even if this value of work is actually done in a period longer than 6 months, however, in case of any delay in the 1st 6 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from months and the value of work to be done will be 80% of the pro-rata value of work to be done, in such reduced period on pro-rata basis.
- iii) a) For works where the original stipulated period of completion is not more than 6 months no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 6 months on account of genuine reasons which are not attributable to the contractor and which are beyond his control, PVA will be admissible on the value of work done only in excess of value of work required to be done on a pro-rata basis in the first 6 months minus the period of such genuine delay.
- b) For purposes of admissibility of PVA all the cumulative period of extensions granted for reasons which are solely attributable to the contractor is excluded from the total extended period of the contract and PVA shall not be admissible on the value of work done during such period of extensions, which are granted for keeping the contract current but only due to reasons for which the contractor was solely responsible. Periods of extensions granted on account of genuine reasons which are not attributable to the contractor and which are beyond his control will however be included in the period for which PVA is admissible.
- c) Notwithstanding anything to the contrary mentioned in any other clause/clauses of the contract, extension of the contract period shall be granted by the Architect only with prior approval of the Owner. Extensions granted by the Architect without Owner's prior approval shall not bind the Owner for payment of PVA for work done in the concerned period of extension.
- iv) a) Where the total cost of work done beyond the value of work required to be done in the first 6 months (vide note (ii) and (iii) above) does not exceed Rs. 50 lacs and the total amount of PVA worked out on the basis of provisions of foregoing stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work required to be done in the first 6 months, minus the cost of any materials issued/arranged by the Owner at fixed prices i.e. P-Y (these terms being as per definitions given under formulae A and B above).



- b) Where the total value of work done beyond the value of work required to be done in the first 6 months/exceeds Rs. 50 lacs the PVA on the first Rs. 50 lacs will be calculated as provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will not have the upper ceiling of 10% but it will be worked out at a lower rate i.e. at 80% of the amount worked out as per the formulae A and B referred to earlier.
- v) In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra item the rates of which are derived from the prevailing market rates of materials and labour will not be included in the value of work done. Value of only such extra items or such portions of extra items rates of which are derived entirely from tendered rates will be included in the value of work on which PVA is calculated.
- vi). For claiming the payment for PVA, the contractor shall keep such books of accounts and other documents, vouchers, receipts etc. as may be required by the Owner/Architect, for verification of the increased claims or reductions to be made as the case may be and he shall also allow inspection of books, documents, by the Site Engineer and Owner's Engineer and/or other duly authorised representatives of the Owner/Architects and furnish information as may be required or called for to enable a verification of claim within a week of such request.
- vii) The contractor is required to submit to the Owner through the Architect, his claims for PVA separately for each running bill for the individual bill period for the work paid to him by the Owner. He will also be required to submit detailed calculations in support of the claims.
- viii) No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indices or due to delay in preparation of the Running or Final bill.
- ix) In view of adjustments for variations in prices of materials and labour which have been covered in this clause no other adjustments for any reason whatsoever like statutory measures, taxes, levies, etc. will be allowed.
- x) In all cases of disputes under this clause the decision of the Owner shall be final and binding.

53. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

54. SUSPENSION

the contractor except on account of any legal restraint upon the Owner preventing the continuance of the work or in the opinion of the Owner shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Owner shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

Agenda Item No. 10.

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.

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	→	Ms/. 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 - INFRASTRUCTURAL 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) Conference Hall	→	Rs.	01,50,000.00
12. Telephones & faxes	→	Rs.	02,50,000.00
13. PMC and Architecture	→	Rs.	<u>73,00,000.00</u>
Total :		Rs.	<u>6,26,49,000.00</u> =====

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.	<u>13,30,000.00</u>
Total	→	Rs.	<u>98,30,000.00</u> =====

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.	<u>05,00,000.00</u>

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	<u>Rs. 50,00,000.00</u>
Total :	Rs. 24,25,00,000.00 =====

We have already spent	Rs. 19,00,00,000.00
We have committed	<u>Rs. 6,00,00,000.00</u>
	Rs. 25,00,00,000.00 =====

The Campus Construction Status in terms of financial may be summarized 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 the University does not face a situation in which academic work is not impaired and liabilities are honoured in time.

A statement of receipts and payments on building construction account is attached for information (Annexure - IV)

RECEIPTS

PAYMENTS

Date	From whom	Amount Rs.	Date	To whom	Purpose	Amount Rs.
15.08.2000	Loan - University Fund	8000	15.08.2000	Bidhannagar Municipality	Plan Process Fee	8000
20.11.2000	Loan - University Fund	184070	20.11.2000	M/S Phoenix Advt. Pvt. Ltd	Advt. - empanelment of contractors	184070
22.11.2000	Loan - University Fund	121320	22.11.2000	WBSEB	Temp. Connection at project site	121320
01.12.2000	Loan - University Fund	40000	01.12.2000	M/S HUDCO	Documentation Fee	40000
07.12.2000	Loan - University Fund	83063	07.12.2000	M/S S K Mitra Associates	Soil Testing Charge	83063
11.01.2001	Loan - University Fund	835500	11.01.2001	M/S Simplex	Mobilisation Advance I Instalment	835500
05.02.2001	Govt. of West Bengal Non-recurring I Instalment	5000000	08.02.2001	M/S Simplex	Advance W I P against I RA Bill	4000000
16.02.2001	Govt. of West Bengal Non-recurring II Instalment	5000000	08.02.2001	M/S Simplex	Mobilisation Advance II Instalment	835500
16.03.2001	Donation Ms. Kumkum Sinha	5001	20.02.2001	M/S Simplex	Settlement of I RA	4397183
20.03.2001	M/S GBPL Sale of Tender document	80000	20.02.2001	SBI	Income Tax - TDS from I RA Bill	210083
30.03.2001	Govt. of West Bengal Non-recurring III Instalment	5000000	23.02.2001	M/S GBPL	Advance W I P against I OA Bill	500000
14.05.2001	Loan - WBNUJS Student Fee A/C	3000000	26.03.2001	M/S GBPL	Cost of preparation of Tender Papers	31000
03.07.2001	Govt. of West Bengal Non-recurring I Instalment	6600000	31.03.2001	M/S Simplex	Advance W I P against II RA Bill	4500000
05.10.2001	Govt. of West Bengal Non-recurring II Instalment	8400000	14.05.2001	M/S Simplex	Advance W I P against II RA Bill	3000000
15.10.2001	HUDCO Loan - I & II Istt.	37000000	14.05.2001	M/S GBPL	Advance W I P against I OA Bill	500000
01.12.2001	Sale of tender forms	3000	08.07.2001	M/S Simplex	Settlement of II RA	1872208
04.12.2001	Earnest Money - Lift	75000	08.07.2001	M/S GBPL	Settlement of I OA	987297
13.12.2001	Loan - WBNUJS Student Fee A/C	3000000	08.07.2001	M/S Simplex	Advance W I P against III RA Bill	2500000
20.12.2001	Sale of tender forms	7000	06.07.2001	SBI	Income Tax - TDS from Bills	154922
21.12.2001	Earnest Money - Substation	150000	27.07.2001	M/S Simplex	Security Deposit I RA Bill - refund	1050415
22.12.2001	Fixed deposit - matured	15000000	08.10.2001	M/S Phoenix Advt. Pvt. Ltd	Advt. - empanelment of contractors	83104
22.12.2001	Interest on Fixed deposit	441781	08.10.2001	M/S Simplex	Advance W I P against III RA Bill	8000000
01.02.2002	HUDCO Loan - III Instt.	23000000	15.10.2001	M/S HUDCO	Front End Fee I & II Instalment	500000
11.03.2002	Fixed deposit - matured	7500000	15.10.2001	M/S HUDCO	R&D Deposit	500000
11.03.2002	Interest on Fixed deposit	30411	16.10.2001	WBSEB	Connection Charges	1126557
14.03.2002	Earnest Money - Fire fighting	150000				
21.03.2002	Govt. of West Bengal Non-recurring III Instalment	5000000				

31.03.02	Bank Interest 8.9.2001 & 4.3.2002	148			
02.04.02	HUDCO Loan - IV Instt..	27000000	18.10.2001	M/s. Bridge & Roof	Settlement of 1st R/A Bill 6017730
3.06.02	Refund of Front End Fee by HUDCO	1000000	18.10.2001	M/s. Bridge & Roof	Advance WIP 2nd R/A Bill 3622270
4.06.02	Fixed Deposit (matured)	5000000	18.10.2001	M/S GBPL	Settlement of II OA 1978239
4.06.02	Interest on Fixed Deposit	49892	18.10.2001	M/S Simplex	Settlement of III RA 553361
28.06.02	HUDCO Loan -V Instt..	26500000	18.10.2001	SBI	Income-Tax- 1st R/A Bill - B & R 122810
29.07.02	Earnest Money	21000	18.10.2001	SBI	Income-Tax- III RA of M/S Simplex 55550
23.08.02	Govt. of West Bengal Non-Recurring - I.	2500000	18.10.2001	University Fund	Refund of loan 1249953
27.9.02	HUDCO Loan VI Instalment	24466438	18.10.2001	Students Fee Account	Refund of loan 3000000
26.12..02	HUDCO Loan VII Instalment	30500000	06.11.2001	ICICI bank	Fixed Deposit 15000000
26.12.02	Loan-Students Fee A/c	4500000	13.12.2001	M/s. Bridge & Roof	Settlement of 2nd R/A Bill 1182091
31.12.02	HUDCO- R & D Deposit Refund of	500000	13.12.2001	M/s. Bridge & Roof	Advance WIP 3rd R/A Bill 5000000
			13.12.2001	SBI	Income-Tax- II RA M/S Bridge & Roof 98049
			24.12.2001	Students Fee Account	Refund of loan 3000000
			27.12.2001	HUDCO	Loan Interest- 12/01 1087192
			17.01.2002	WBSEB	Bank guarantee for Security Deposit 566500
			24.01.2002	M/s. Bridge & Roof	Settlement of 3rd R/A Bill 1448791
			24.01.2002	M/s. Bridge & Roof	Advance WIP 4th R/A Bill 5000000
			24.01.2002	SBI	Income-Tax- III RA M/S Bridge & Roof 131610
			01.02.2002	M/S HUDCO	Front End Fee 250000
			02.02.2002	ICICI Bank	Fixwd Deposit 12500000
			05.02.2002	M/s. Bridge & Roof	Advance WIP 5th R/A Bill 7500000
			15.02.2002	M/s. Bridge & Roof	Settlement of 4th R/A Bill 2762373
			15.02.2002	SBI	Income-Tax- IV RA M/S Bridge & Roof 177960
			25.02.2002	M/s Kone Elevators	Refund of Earnest Money - Lift 25000
			25.02.2002	M/s I B Ghosh (P) LTD	Refund of Earnest Money - Lift 25000
			25.02.2002	M/s Mechanical Engineer & Electrical Contractors	Refund of Earnest Money - Sub station 25000
			25.02.2002	The Indian Overseas Trading Co	Refund of Earnest Money - Sub station 25000

25.02.2002	M/s Nitson & Amitu (P) Ltd	Refund of Earnest Money - Sub station	25000
25.02.2002	M/s Satellite Enterprise (P) Ltd	Refund of Earnest Money - Sub station	25000
25.02.2002	M/s A. R. Rural Electricals	Refund of Earnest Money - Sub station	25000
11.03.2002	M/s. Bridge & Roof	Advance WIP 6th R/A Bill	6500000
16.03.2002	M/S Simplex	Settlement of III RA	3736422
16.03.2002	SBI	Income-Tax- III RA of M/S Simplex	18780
28.03.02	HUDCO	Loan Interest- 03/02	1783074
30.03.02	M/s. Bridge & Roof	Settlement of 5th R/A Bill	2727482
30.03.02	RBI	Income-Tax- IV RA M/S Bridge & Roof	256193
31.03.02	WBSEB	Bank Charges	500
02.04.02	M/S HUDCO	Front End Fee	1250000
05.04.02	M/s. Bridge & Roof	Advance WIP 7th R/A Bill	8000000
19.04.02	M/s. Bridge & Roof	Settlement of 6th R/A Bill	2584123
19.04.02	RBI	Income-Tax- 6th RA M/S Bridge & Roof	135193
19.04.02	M/s Fire Remedy Appliances	Refund of Earnest Money - Fire Protect.	25000
19.04.02	M/s Tata Honeywell	Refund of Earnest Money - Fire Protect.	25000
19.04.02	M/s Allen Richards	Refund of Earnest Money - Fire Protect.	25000
19.04.02	M/s Pragati Engg.	Refund of Earnest Money - Fire Protect.	25000
19.04.02	M/s Steelage Ind.	Refund of Earnest Money - Fire Protect.	25000
08.05.02	M/s. Bridge & Roof	Advance WIP 8th R/A Bill	9000000
16.05.02	M/S GBPL	Settlement of III OA	2115089
16.05.02	SBI	Income-Tax- 3 OA RA M/S GBPL	105754
29.05.02	M/s. Bridge & Roof	Settlement of 7th R/A Bill	2800702
29.05.02	SBI	Income-Tax- 7th RA M/S Bridge & Roof	219285
29.05.02	M/s Voltage Elec.	Elec. Fittings	17408
30.05.02	M/s New Electrical Works	Settlement of 1st RA	881672
30.05.02	SBI	Income-Tax-1st RA M/s New Electrical	20040

01.06.02	WBSEB	Earnest Money	167511
28.06.02	HUDCO	Loan/Interest 30/6	2888904
2.07.02	M/s. Bridge & Roof	Advance WIP 9th R/A Bill	7000000
17.7.02	M/s. Bridge & Roof	Advance WIP 10th R/A Bill	5000000
23.7.02	M/s. Damask	Settlement of 1st R/A Bill	655518
23.7.02	SBI	Income-Tax- 1st RA M/s. Damask	2630
23.7.02	RBI	Sales-Tax 1st R/A M/s. Damask	2630
23.7.02	M/s New Electrical Works	2nd RA	499839
23.7.02	SBI	Income-Tax-2nd RA M/s New Electrical Works	10830
23.7.02	RBI	Sales-Tax 2nd R/A M/s New Electrical Works	30870
26.7.02	M/s. Bridge & Roof	Settlement of 8th R/A Bill	1770474
26.7.02	SBI	Income-Tax-8th RA M/s. Bridge & Roof	210580
26.7.02	WBSEB	Electricity charges	10798
7.8.02	Congas Food Service	1st RA	840452
7.8.02	SBI	Income-Tax-1st RA Congas Food Service	18670
20.8.02	M/s. Bridge & Roof	Settlement of 9th R/A Bill	1231238
20.8.02	SBI	Income-Tax-9th RA M/s. Bridge & Roof	178847
23.8.02	M/s. Bridge & Roof	Advance WIP 10th RA	6500000
27.8.02	Sketch	Advt. - empanelment of contractors	68199
3.9.02	Otis Elevators	Settlement of 1st R/A Bill	2322800
19.9.02	M/s. Bridge & Roof	Settlement of 10th RA Advance WIP 12th RA	3077045 2500000
27.9.02	HUDCO	Loan Interest- 09/02	3807212
1.10.02	M/s. sketch Advertising	Advt - empanelment of contractors	14760
3.10.02	M/s. Bridge & Roof	Advance WIP 12th RA	4500000
5.10.02	M/s. GBPL	Settlement of IV OA	799646
5.10.02	M/s. Damask	Settlement of 2nd R/A Bill	750895

7.10.02	M/s. Bridge & Roof	Settlement of 11th RA Advance WIP 13th RA	1600055 7000000
7.10.02	SBI	Income-Tax-11th RA M/s. Bridge & Roof	137550
24.10.02	M/s. Kothari Sales	Settlement of 1st RA	418380
31.10.02	Crompton Greeves Ltd	Exhaust Fans	39216
23.11.02	M/s. Bridge & Roof	Adhoc - 14th RA	2500000
5.12.02	M/s. Bridge & Roof	Settlement of 12th RA	2593228
5.12.02	M/s. Otis Elevator	Settlement of 2nd RA	388800
16.12.02	M/s. Bridge & Roof	Settlement of 13th RA	603678
16.12.02	SBI	Income-Tax-13th RA M/s. Bridge & Roof	178340
26.12.02	HUDCO	Loan Interest 26/12 to 31/12/02	53897
27.12.02	HUDCO	Loan Interest-QE 12/02	4558543
31.12.02	Bridge & Roof	Settlement of 14th RA	3979884
31.12.02	SBI	Income-Tax-14th RA M/s. Bridge & Roof	165630
3.01.02	Students Fee Account	Refund of loan	4500000
3.01.02	M/s New Electrical Works	3rd RA	275604
7.01.02	M/s. Damask	Settlement of 3rd R/A Bill	407991
7.01.02	SBI	Income-Tax-3rd RA M/s. Damask	14885

Total Receipts

247429622

Total Payments

225010223

Closing Balance

22419399

Agenda Item No. 11:

Request made by Corporation Bank regarding increased floor area

The corporation Bank's letter on the above subject matter is enclosed and speaks for itself (Annexure No. V).

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 is submitted 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.

The proposal is being placed to the Finance Committee. The recommendation of the Committee will be tabled at the meeting.

पारशन बैंक

भारत सरकार का उद्यम)

न यू जे एस शाखा

2, एल बि ब्लॉक, सेक्टर - III

सॉल्ट लेक सिटी

कोलकाता - 700 098

रमाष - 335 1402/1403

ANNEXURE - V



Corporation Bank
(A Government of India Enterprise)

NUJS Branch

12, LB Block, Sector - III

Salt Lake City

Kolkata - 700 098

Phone - 335 1402/1403

OR/NUJS/086/2003

January 01, 2003

✓ The Registrar,
The W.B. National University of
Juridical Sciences,
"Aranya Bhavan", 10A, LA Block,
Salt Lake City,
Kolkata-700098

Dear Sir,

Request for providing the entire
Bank Building for our Bank's use

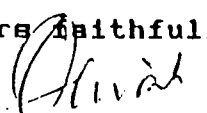
This has got a reference to the understanding we had reached wherein you offered us the entire ground floor and a portion of 1st floor of the proposed Bank Building for our Bank's use.

Now, the construction of the building is going on in full swing and we are in receipt of the detail plan of the building. While preparing our internal lay out plan, we find the space offered to us is quite insufficient to meet the future requirement.

It is our desire that NUJS Branch be one of the best Branches in Kolkata with all facilities. Keeping this in view we propose to offer safety lockers, space for loan consultation and credit corner. We are also keeping in mind that the Bank branch will grow with the University and the volume of work will increase many fold. We don't want that lack of space be an impediment to efficiency. Efficiency in service is the hallmark of excellence of Corporation Bank.

Under this back drop, we request to your good self to explore the possibility of providing the entire 1st floor along with the ground floor of the Bank Building for our Bank's use. We await your early favourable decision in the matter enabling us to finalise our plan accordingly.

Yours faithfully,


Branch Manager

C.C.TO: The Asst. General Manager, Zonal Office, Kolkata

Agenda Item No. 12.

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.

The matter is being put up before the Finance Committee and its will be placed at the table.

Agenda Item No. 13.

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 timings. 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.

The matter is being placed before the Finance Committee for consideration. The recommendation of the Committee will be put up at the meeting.

**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.

M/s. Sigma Steel and Engineers are sole manufacturers in Eastern India and registered with both the Central Government and State Government ministries.

The matter is being placed before the Finance Committee. The recommendations of the Committee will be tabled at the time of the meeting.

Agenda Item No. 15

**Intake of Students to B.Sc./B.A. LL. B. Course:
Increase to 100 from 2003-2004**

Normal intake of students to B.Sc./B.A. LL. B. Course of NUJS is 80 of which 10 are NRI sponsored/Foreign students paying higher tuition fees. It has been our experience over a period of three years that some of the students abandon the course midway leaving the seats vacant for the remaining period of the course of study. So far the number is 24 - (2000 batch → 7; 2001 batch → 13; and 2002 batch → 4).

The number of 80 is too large for a single class-room and rather small for a split class-room. The Faculty Council has expressed a preference for a split class to enable better interactive teaching. NUJS will commence its classes of next academic session in the new building where ten LL. B. Class-rooms (5 yrs. X 2 Sec.) with sitting arrangements for 62 students each have been set up. The idea is to have two sections in each class so that interaction between students and teachers is more effective. With more spacious class-rooms, it is now possible to accommodate more students in each class.

In order to improve the financial health of the University without diluting the academic standards, it is proposed to increase the students intake to 100 from the next academic session beginning June 2003. This would mean 50 students in each division of a given class (LL. B. I year or II year or III year).

If the above arrangement of 100 intake every year is approved, it is proposed that the General Category intake may be maintained at the present level of 60 and S.C./S.T. category at 10, while allowing the extra seats for foreign students and NRI-sponsored students. The University has not so far effectively opened up for foreign students and there are enquiries from SAARC countries. Of course, the NRIs and Foreign students will also be admitted only on the basis of merit in the Admission Test. Besides, they have to pay the higher fee prescribed which incidentally will augment University's meager resources for better amenities to students induction of expert faculty from abroad even if for short period.

The matter is placed before the Executive Council for consideration.

Agenda Item No. 16**Sanction of Posts for Administrative Staff**

The University has completed more than two and half years of functioning. It has been running on the strength of staff who are appointed on contingent contract basis renewable from year to year. For this pattern of employment, University was employing purely on need basis keeping the requirement at minimum

In the First Meeting of the Executive Council dated 22.12.1999, Faculty positions were approved, but no administrative staff positions were approved. The post of the Accounts Officer, which is an appointment on scale was approved by the Executive Council in its Fourth Meeting held on 16th September 2000. Two posts of the Technical Assistants were created and approved by the Executive Council in its 7th Meeting held on 2.2.2002. These appointments were to be on scale. In the same meeting one post of Assistant Registrar was also created and approved and the appointment was to be on the scale. The enclosed posts were approved by the Executive Council for appointment on scale.

It may now be seen that there is difference between posts actually required and posts sanctioned by the Executive Council.

ADMINISTRATIVE STAFF :

Sl. No.	Position/Designation	Sanctioned	Actually required	Scale of pay
1	Assistant Registrar	1	1	6500-200-10500
2	Office Manager	1	1	5500-175-9000
3	Office Assistants	4	18	4000-100-6000
4	Office Attendants	3	7	2550-55-266060-3200
5	Drivers-cum-Helpers	2	Included in Office Attendants	-
6	Data Entry Operators/Steno	2	2	4500-125-7000
7	Technical Assistants	2	2 (1 in position)	5500-175-9000

LIBRARY STAFF

Sl. No.	Position/Designation	Sanctioned	Requirement	Scale of pay
1	Dy. Librarian	1	1	Rs.6500-200-10500
2	Assistant Librarian	1	2	Rs.5500-175-9000
3	Library Assistant	2	5	Rs.4500-125-7000
4	Library Attendants	2	4 + 1(LL.B)	Rs.2250-55-2660-60-3200
5	R. A. (LL.M) for Projects	-	1	-

The matter is placed before the executive Council for approval of the excess posts what is now required for the smooth running of the University.

Agenda Item No. 17.

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 (Fee structure at Annexure VI-A)	→	01.06.2003

Schedule of refund on withdrawal

<u>Withdrawal by</u>		<u>Quantum of refund</u>
• 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	↔	1.4.2003 to 1.6.2003
Rent for the first semester (Fee structure at Annexure -VI-B)		

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 (Annexure VI-C). This will facilitate instant credit and ease the reconciliation process.

The matter is being reported at the Finance Committee and its recommendation, if any, will be tabled at the Executive Council meeting.

NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
LB 12, SALT LAKE CITY, KOLKATA - 700 098.
SESSION : 2003.

BA/BSc LL B

Annexure VI A

FEE STRUCTURE
(New admission)

Particulars	Rs.
Admission Fee	1000
Security Deposit-Library	5000
-Hostel	5000
	1000
-Mess	
Tuition Fee	35000/\$3000
Campus Devel Fee	5000
Academic Support Service	5000
Basic Services (Hostel)	5000
Room Rent June - September 2003	2000 *
Others (to be specified)	

Room rent for October 2004 to March 2005
shall be payable by October 2004.

ANNEX

NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
LB 12, SALT LAKE CITY, KOLKATA - 700 098.
SESSION : 2003.

BA/BSc LL B

FEE STRUCTURE
(Existing students)

Particulars	Rs.
Tuition Fee	35000/\$3000
Campus Developmentl Fee	5000
Academic Support Service	5000
Basic Services (Hostel)	5000
Room Rent April - September 2003.	3000
Others (to be specified)	

~~Total:~~

Room rent for October 2006 to March 2007 shall be payable by 31 October 2006.

NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
LB 12, SALT LAKE CITY, KOLKATA - 700 098.
SESSION : _____

CHALLAN NO: _____ DATE : _____

Name of Student: _____ I.D. No: _____

Particulars	Rs.	DRAFT/BANKER'S CHEQUE No: _____ Dt: _____
Admission Fee	1000	BRANCH: _____ CLSB 01/2002 CORPORATION BANK NUJS BRANCH
Security Deposit-Library	5000	
-Hostel	5000	
-Mess	1000	
Tuition Fee		
Campus Dev. Fee	5000	
Academic Support Service	5000	
Basic Services (Hostel)	5000	
Room Rent _____ Sem.		
Others (to be specified)		
Total:		

Rupees _____ only

Date: _____

Signature of Depositor _____

TRIPPLICATE
NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
LB 12, SALT LAKE CITY, KOLKATA - 700 098.
SESSION : _____

CHALLAN NO: _____ DATE : _____

Name of Student: _____ I.D. No: _____

Particulars	Rs.	DRAFT/BANKER'S CHEQUE No: _____ Dt: _____
Admission Fee	1000	BRANCH: _____ CLSB 01/2002 CORPORATION BANK NUJS BRANCH
Security Deposit-Library	5000	
-Hostel	5000	
-Mess	1000	
Tuition Fee		
Campus Dev. Fee	5000	
Academic Support Service	5000	
Basic Services (Hostel)	5000	
Room Rent _____ Sem.		
Others (to be specified)		
Total:		

Rupees _____ only

Date: _____

Signature of Depositor _____

NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
LB 12, SALT LAKE CITY, KOLKATA - 700 098.
SESSION : _____

CHALLAN NO: _____ DATE : _____

Name of Student: _____ I.D. No: _____

Particulars	Rs.	DRAFT/BANKER'S CHEQUE No: _____ Dt: _____
Admission Fee	1000	BRANCH: _____ CLSB 01/2002 CORPORATION BANK NUJS BRANCH
Security Deposit-Library	5000	
-Hostel	5000	
-Mess	1000	
Tuition Fee		
Campus Dev. Fee	5000	
Academic Support Service	5000	
Basic Services (Hostel)	5000	
Room Rent _____ Sem.		
Others (to be specified)		
Total:		

Rupees _____ only

Date: _____

Signature of Depositor _____

QUADRUPPLICATE
NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
LB 12, SALT LAKE CITY, KOLKATA - 700 098.
SESSION : _____

CHALLAN NO: _____ DATE : _____

Name of Student: _____ I.D. No: _____

Particulars	Rs.	DRAFT/BANKER'S CHEQUE No: _____ Dt: _____
Admission Fee	1000	BRANCH: _____ CLSB 01/2002 CORPORATION BANK NUJS BRANCH
Security Deposit-Library	5000	
-Hostel	5000	
-Mess	1000	
Tuition Fee		
Campus Dev. Fee	5000	
Academic Support Service	5000	
Basic Services (Hostel)	5000	
Room Rent _____ Sem.		
Others (to be specified)		
Total:		

Rupees _____ only

Date: _____

Signature of Depositor _____

ANNEXURE - VI - C

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ANNEXURE-

Agenda Item No. 18.

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 computers 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.

- 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)	⇒	<u>Rs. 7 Lakhs</u>
Total :		⇒	Rs. 70 Lakhs =====

The proposal is being placed before the Finance Committee. The recommendation of the Committee will be put up at the Meeting.

Agenda Item No.19.

Affiliation of Haldia Law College

The Chairman of the ICARE Trust, Haldia, Mr. Lakshman Seth, MP, has approached the University to accord affiliation to Haldia Law College which is under this Trust. Mr. Seth has written to the University on earlier occasion also making similar request.

Vice-Chancellor has, as on earlier occasion, replied explaining that NUJS is a non-affiliating University although an extension centre could be considered. Both of which would require an amendment of the WBNUJS Act, 1999.

The matter is now being placed before the Executive Council for taking necessary decision.

W. B. National University of Juridical Sciences

11th Meeting of the Executive Council
1st February, 2003

ADDITIONAL AGENDA NOTES

Item No. AA1. **Symposium on "Ancient Indian Legal Thought".**

The West Bengal National University of Juridical Sciences, is bringing out the first issue of the "**Indian Journal of Juridical Sciences**" (**IJJS**) on February 22, 2003 and to commemorate the occasion is organizing a two day symposium among select scholars and jurists on the subject of "**Ancient Indian Legal Thought**". The symposium will begin at 10.00 A.M. on Saturday, 22nd February and will conclude by lunch time on Sunday, 23rd February, 2003.

Item No. AA2. Process of Recruitment of Administrative Staff

The University had advertised for recruitment of administrative staff in **The Statesman** (10.11.02), **The Hindu** (all editions – 13.11.02), **Hindustan Times** (Mumbai edition - 11.11.02) (Kolkata edition – 13.11.02). So far the following number of applications have been received:

	Designation	Applications Received		Designation	Applications Received
1	Assistant Registrar	⇒ 1449	6	Assistant Librarian	⇒ 1409
2	Office Manager	⇒ 3503	7	Library Assistant	⇒ 3710
3	Data Entry Operator	⇒ 2087	8	Library Attendant	⇒ 2924
4	Office Assistants	⇒ 9924			
5	Office Attendant	⇒ 4827			

Total Number of Applications Received ⇒ 29833

In view of this large number of applications received, the Executive Council may like to consider the method of short-listing. It is submitted that examination be held for each of the above categories. It is proposed that the following schedule be maintained : -

	Name of Post	Venue	Duration	Marks	Setting of Question Paper
1	Assistant Registrar	NUJS BHAVAN	1½ Hrs.	100	In House
2	Office Manager	-do-	-do-	-do-	-do-
3	Data Entry Operator	-do-	1 Hour	75	-do-
4	Office Assistant	-do-	-do-	-do-	-do-
5	Office Attendant	-do-	-do-	50	-do-

Same method to be followed in the case of library staff like Library Attendants.

Executive Council may like to consider the above proposal on merit. The Council may also like to consider whether an impartial agency should hold the examination.