W.B.NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

FINANCE COMMITTEE MEETING ON 3 APRIL, 2001

AGENDA NOTES:

Item No. 1

Award of Work Order to M/s. Bridge and Roof.

In the Fifth meeting of the Executive Council held on 27 January, 2001; the report of tender for construction of NUJS residential and academic block was considered in Item no. 15. After a detailed discussion with the representatives of all the firms present on that day, the Executive Council awarded the contract to M/s. Bridge and Roof Co. (India) Ltd.

Thereafter a prior information was given to M/s. Bridge and Roof on 23 February 2001 regarding the Executive Council having accepted their offer to undertake the construction of the residence and academic blocks of NUJS. A work order has been prepared taking into consideration of the discussions held during the pre-bid session and during the award of contract. A copy of the work order is enclosed for perusal.

(Annexure – I)

Item No. 2.

Salary Structure of Administrative Staff

The University has been functioning from later half of 1999. A skeletal staff of retired persons have joined the University from December 1999 on modest consolidated salary ranging between Rs. 4000/- to 8000/- per month. Most of them have completed one year's service. At the end of 1 year it is proposed that some incentive by way of salary enhancement may be given to the staff. For this purpose the staff is divided under three categories: -

- (a) Those on regular scale: Only the Accounts Officer is on regular scale and he will be governed by the admissible terms and conditions in this regard.
- (b) Those who have joined after retirement: There are about seven personnel under this category. It is proposed that on completion of one year, a consolidated rise in pay by about Rs. 500/- be made to those employees.

(c) Younger persons intending to develop career at NUJS: with the present grading system of the Government of West Bengal, such employees are tentatively categorised into grades of A,B,C and D. The University at present has only A. C and D grades of employees. It is proposed that each of such employees on completion of 1 year of service be allowed a consolidated rise in pay to the tune of next permissible increment under the service rules of the Government of West Bengal.

The matter is placed for consideration of the Finance Committee. The relevant papers will be tabled at the meeting.

Item No. 3. Purchase Procedure

In order to streamline the purchases for the University, the University constituted a Purchase Committee which evolved a model purchase guidelines to be followed. The Model Purchase Guidelines will be placed for discussion, comments

Item No. 4. Rise in the Cost of Piling work in the Campus Construction

The project Management consultants of the University M/s. Ghosh, Bose and Associates Pvt. Ltd. have informed the University, vide their letter No. GBPL/506/818/2001 dated 6.3.2001 that they have increased the area of the academic block, library block and the auditorium block. There is an increase n the 500 mm dia pile by 34 Nos. and in the 450 mm dia piles by 61 nos. The additional financial burden put on the University is of Rs. 18,12,000/- only. Apparently this is to accommodate the requirements put forth by the faculty while holding a meeting with them for this purpose. The matter is placed before the Finance Committee to consider and if possible approve this additional burden on the University.

The estimate submitted by M/s. GBPL is enclosed for perusal, comments and approval of the members.

(Annexure – II)

Item No. 5

Registrar and Accounts Officer may jointly issue cheque upto Rs. 5000.00 only - Report.

After the joining of the Accounts Officer, it has been decided by the Vice-Chancellor that all cheques must be signed by two persons. Accordingly, cheques not exceeding Rs. 5000/- is jointly signed and operated by the Registrar and the Accounts Officer. Cheques exceeding Rs. 5000/- is jointly signed and operated by the Vice-Chancellor and the Registrar.

The matter is reported for information and approval of the Finance Committee.

Item No. 6. Management of Contributory Provident Fund of employees.

Instead of keeping the CPF contributions of employees in a bank account earning simple interest, which is far below the desired level for meeting statutory liability and would therefore, need substantial budgetary support, the deposits are linked to some Government recognized funds established under the Provident Funds Act, 1925, which will undertake the statutory interest liability along with maintenance and upkeep of the account.

The matter is reported for information of the Finance Committee.

ltem No. 7. Discontinuation of UCO Bank account

The University had three accounts in UCO Bank, three accounts in ICICI Bank, and one account in State Bank of Travancore. Maintaining so may bank accounts not only adds to the work burden, but also complicates the procedures. The more inter-account transactions, the more will be the scope for human errors. Also there will be more occasions for time-freeze affecting interest earnings. A review of the functional pattern of each account, including their inflow — outflow was conducted. It was found that more of the accounts in UCO Bank, were not earning sufficient income and the cost of the accounts in terms of man-hour-deployment was formidable. It was therefore decided that two of the accounts may be stopped with immediate effect and the third one may be discontinued after clearance of all cheques issued from that account.

Placed for consideration of the Finance Committee. The papers will be tabled at the meeting.

Item No. 8. Recommendation for Examiners of LL.M. examination papers.

For LL. M. examination, the University charges Rs. 300/- only as exam fees. It was decided by the University that the examiners of the LL. M. examination papers will be paid Rs. 50/- per script subject to a minimum of Rs. 250/- to each examiner.

The matter is placed for reporting to the Finance Committee.

Item No. 9. Creation of Staff Welfare Fund

The Vice-Chancellor has approved apportionment of project fund for accommodating logistic and manpower support as also for creation of the Staff

Welfare Fund. The Guidelines of the said fund are enclosed for perusal, comments and necessary approval of the Finance Committee.

Item No. 10. (Annexure – III)

Computer Loans - Guidelines

The 3rd Executive Council meeting held on 15th July, 2000, vide agenda item No. 17, approved a loan upto Rs. 40,000/- to be given to regular teachers in the faculty for buying computers. The amount sanctioned was to be recovered in two years' time in equal instalments. The procedure for sanction of the computer loan is enclosed herewith for perusal, comments, and necessary approval of the members.

(Annexure - IV)

<u>Item No. 11.</u>

Separate head of Account for construction of NUJS Campus under the Plan Budget of the Government and allocation of Rs. 1,50,00,000/- for the year 2000-2001.

A separate account for NUJS campus construction has been opened in the Plan Budget of the Government of West Bengal. A sum of Rs. 1,50,00,000/-which was allocated therein has been released for NUJS against NUJS demand of Rs. 300,00,000/-. The Vice-Chancellor has moved the Ministry of Finance for reappropriation and release of the remaining Rs. 1,50,0000/- within this financial year. No response however has yet been received in this regard.

Reported for information of the Finance Committee.

Item No. 12.

Any other matter with the consent of the Chair.

Item (a) An Accounts Officer has joined the University who may now be coopted as a member of the Finance Committee.

Ref:

Date:

M/S. Bridge and Roof Co. (India) Ltd. Kankaria Centre, 2/1 Russel Street (5th floor), Kolkata - 700 071.

Dear Sirs,

Re: Construction of W. B. National University of Juridical Sciences at Salt Lake City, Calcutta - General Building & Sanitary & Plumbing & Electrical & other allied works - Work Order.

With reference to the tender submitted, to this office under cover of your letter No. BLD/E-9022 dated 16.01.2001 for the above work, we are pleased to inform you that your offer have been accepted by us at a total cost of Rs. 14,19,13,761.00 (Rupees Fourteen crore nineteen lacs thirteen thousand seven hundred and sixty one only) subject to the following terms and conditions. All the conditions spelt out in tender shall be a part of the contract. The conditions modified herein below and other points discussed in the meeting of Executive Council of NUJS held on 27.01.2001 shall supersede the conditions mentioned in the tender to the extent applicable:

1. Price.

The above amount has been arrived at on the basis of quoted rates and unconditional rebates of 1.5% offered by you in the tender document and subsequent special rebate of 1.75% offered by you in your discussion with the Executive Council on 2.01.2001 and confirmed by your letter No. BLD/E - 9022/3 dated 27.01.2001.

2. Correspondences.

Please note that the following documents with tender drawings shall form part of the contract:

References of all correspondence between the firm, GBPL & NUJS:

- a) Architects letter No. GBPL/506/223/2000 dated 22.12.2000
- b) Your letter No. BLD/PQ/3403 dated 27.12.2000

- c) Minutes of meeting of Pre-bid discussion held on 08.01.2001 forwarded by NUJS.
- d) Your letter No. BLD/E-9022/1 dated 16.01.2001
- e) Your tender dated 16.01.2001
- f) Our letter No. NUJS/Const/Campus/01 dated 19.01.2001
- g) Your letter No. BLD/E-9022/2 dated 20.01.2001
- h) Your letter No. BLD/E-9022/3 dated 27.01.2001
- Your letter No. BLD/E-9022/4 dated 30.01.2001 (i
- Your letter No. BLD/E-9022/5 dated 07.02.2001

This letter shall in addition to above, also form part of the contract.

3. Scope of Work.

The scope of work under this contract consists of construction of General Building including Sanitary & Plumbing, Electrical & Other Allied Works in accordance with the "drawings", and Schedule of Quantities".

4. Specifications.

Specifications shall be as per drawings and mentioned in the tender documents.

5. Quality of Work.

You have to execute the work strictly maintaining the quality of works by providing best available quality of materials as per drawing, tender specifications and instructions of NUJS/PMC.

6. Liquidated Damage.

Should the work be not completed to the satisfaction of NUJS/Architects within the stipulated period, you shall be bound to pay to NUJS a sum (as mentioned in the tender document) by way of Liquidated Damages and not as penalty during which the work remains uncommenced or unfinished after the completion date.

7. Taxes and duties.

Sales tax, duties, levies or any other taxes or materials or on finished works like Works Contract Tax, Turn over Tax etc. in respect of this contract shall be payable by you and the NUJS will not entertain any claim whatsoever in this respect throughout the tenure of this contract as mentioned in the tender document.

8. Liabilities of Contractors.

For successful execution of this contract, you should be liable to satisfy NUJS/PMC and the Local Authorities as per the standard regulations/rules. Act etc. and should indemnify NUJS in all respects as mentioned in the tender document.

9. Arbitration

All disputes or differences of any kind whatsoever which shall arise at any time between the NUJS and you shall be settled within the provision of Arbitration Act, 1992 or any statutory modification or re-enactment thereof and the rules made thereunder as applicable.

10. Equipment

Further you have assured in your letter No. BLD/E-9022/4 dated 30.01.2001 that in order to ensure timely completion of the project, you would install a tower crane of height 65m and boom length 40m and capacity at maximum boom length – 1.0MT.

11. Partial occupation

The Owner shall have the right to take possession of or use completed or partially completed part of the work. Such possession or use shall not be acceptable of any work not completed in accordance with the contract Agreement as mentioned in the tender document.

12. Other Persons engaged by NUJS

You shall allow other agencies or persons engaged by NUJS to execute any part of the work included in this tender or the work which is not included in his contract to use of your scaffolding and extended all cooperation in this regard as (mentioned in the tender document).

13. Defects Liability Period

The Defects Liability Period shall be 12 months after handing over of the work to the NUJS. In case any defects arises during the defects liability period, the same shall be attended to immediately to the satisfaction of NUJS/PMC failing which the same would be executed through other agency at your cost & risk as mentioned in the tender document.

14. Water Supply

You have to make your own arrangement of water required for construction work or for consumption of the labourers or for any other purpose.

15. Power Supply

35 KW electric supply available at site which can be used on payment of pro-rata installation charges incurred by NUJS and actual consumption charges.

16. Payment Terms

Under normal circumstances the RA Bills are likely to be cleared within two months. No interest will be payable by NUJS for any delayed settlement of bill. Lower limit of first two R/A bills will be Rs. 50.00 lacs instead of minimum amount of Rs. 70.00 lacs as mentioned in the tender document. The period of honouring final bill will be four months as stipulated.

17, Secured Advance

The amount of secured advance would be upto 75% of the assessed value of non-perishable materials brought to site for permanent incorporation into the work and also against Indemnity Bonds as mentioned in the tender document.

18. Price Escalation.

No escalation of the tendered rates shall be entertained throughout the tenue of the contract other than the PVA as specified in the tender document.

19. As Built Drawings

After completion of the work you have to submit "As Built Drawings" to NUJS/PMC of the works carried out by you as mentioned in the tender document.

20. Agreement

Formal agreement shall be executed by you on Non-Judicial Stamp Paper (Rs.100.00) as per the form of agreement given in the tender document within 15 days from the date of issue of this letter.

21. Subletting of work

Work should not be sublet to any contractors, except for specialised work as identified in the tender document, under any circumstances.

22. Insurance

You should take necessary Insurance Policies on the Company approved by NUJS within 21 days from the date of issue of this letter to cover All Risks against theft, fire hazard, earthquake etc of the work, third party liability, workmen's compensation etc. at the joint name of the owner and the contractor, (name of the owner being place first in the Policy) as detailed in the Condition of Contract and produce all such documents for verification of the Architects before submission to The NUJS.

23. Labour Regulation

You are to comply inter alia with the provision of the Contract labour (Regulation and Abolition) Act, 1970 and Central Rules 1971 and intimate the Labour Licence No. in token of registration and to submit necessary particulars thereof.

24. Time of Completion

The work under this contract shall be completed within the overall time 18 (eighteen) months from the date of handing over of the site as per the work programme enclosed with the tender document. A detailed work programme of the project shall be prepared in the form of PECT/CPM Network keeping the time of completion as mentioned above and to be submitted within 15 days from the date of issue of this letter. Final approved work programme must be strictly adhered to. While proposing the work programme you are advised to ensure timely completion of the project assured in your letter no. BLD/E-9022/5 dated 07.02.2001.

25. Concrete Mixing Plant

You would not be allowed to set up Concrete Mixing Plant at site. You may set up concrete mixing plant outside the Premises or may procure RMC from a reputed plant.

This letter shall be treated as formal work order and is sent herewith in duplicate. You are requested to sign indicating acceptance of all terms and conditions stated above and return one copy to us duly signed by the constituted power of attorney holder.

You are also request to inform The NUJS and the PMC the technical set-up (name of persons with their qualifications and experiences) that you propose to maintain at the above site.

Thanking you,

Yours faithfully,

(Gangotri Chakraborty) Registrar

CONSTRUCTION OF THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, CALCUTTA

ACADEMIC BLOCK

Floors	Built-up A Present	rea (Sqm) Previous	Increase of Area (Sqm)	Location & Area of Increase (Sqm)
Ground Floor	3,311	3,079	232	Addition of Electrical - 232 Substation with the Main Block
First Floor	2,744	2,573	171	 Corridor in the Entrance - 23 Hall modified Lift & Stair Block at 4 - 120 corners modified Courtyard side balconies - 28 (2 Nos) added
Second Floor	2,857	2,747	110	 Lobby over Entrance - 22 Hall modified Lift & Stair Blocks at 4 - 60 corners modified Courtyard side balconies - 28 (2 Nos) added
Third Floor	3,030	2,933	97	 Corridor infront of Lift & - 69 Stairs modified at 4 corners Courtyard side balconies - 28 (2 Nos) added
Roof	: 192	192	-	-
Total	12,134	11,524	610	610

1. Total number of piles of 500 mm dia as per tender : 643 Nos

2. Revised number of piles for increase in area on the basis of proportionate area : 677 Nos

3. Actual number of piles as per construction drawing : 671 Nos



CONSTRUCTION OF THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, CALCUTTA

LIBRARY/AUDITORIUM BLOCK

Floors	Built-up A Present	rea (Sqm) Previous	Increase of Area (Sqm)	Location & Area of Increase (Sqm)
Ground Floor	896	762	134	Impact of increase in the - 134 area of Auditorium to accommodate 277 additional seats
First Floor	371	762	- 391	• The floor area of 391391 sqm deleted from the previous scheme and added in the second floor level in the present scheme
Second Floor	848	_	848	 Main Auditorium Floor - 391 from previous First Floor Accommodation of - 370 additional 185 seats Lobby area modified - 87
Third Floor	435	-	435	 Balcony of Auditorium - 196 added to accommodate addi-tional 92 seats New floor added for - 150 Projection Room and lobby for Auditorium balcony RCC roof slab added - 89 over Store & Green Room
Roof	50	50		
Total	2,600	1,574	1,026	1,026

1.	Total number of piles of 450 mm dia as per tender	:	94 Nos
2.	Revised number of piles for increase in area on the basis of proportionate area	:	155 Nos
3.	Actual number of piles as per construction drawing	:	153 Nos



CONSTRUCTION OF THE WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES AT SALT LAKE, CALCUTTA

PILE FOUNDATION WORK

Additional financial involvement for increase of number of piles in Academic and Library/Auditorium Block

Excess in Academic and Library/Auditorium Blocks	:		Rs.	24,80,000.00
Savings in Residential Blocks	:	(-)	Rs.	6,68,000.00
Net Amount of Additional Financial Involvement	:		Rs.	18,12,000.00

: TOTAL COST OF PILE FOUNDATION

As per accepted tender value of M/s. Simplex Projects Ltd	:	Rs.	3,34,29,036.00
Add: Additional Financial Involvement	: .	Rs.	18,12,000.00
Total Cost	:	Rs.	3,52,41,036.00



NOTE TO THE REGISTRAR

The Vice Chancellor has approved the guidelines for apportionment of project fund for accommodating logistic and manpower support as also for creation of the Staff Welfare Fund. The matter may kindly be included in the agenda for reporting to the ensuing Finance Committee meeting.

J 12/3/2001

The University undertakes various projects on cost-to-cost basis. One important element, viz., manpower support, provided by regular employees is seldom considered because of the absence of adequate quantifying data for valuation. While this may act as a demotivating factor at some future point of time, it nonetheless deprives the University to legitimately compensate the extra labour of the academic and support staff that necessarily involves these paid projects. Similarly, the cost of logistic support also remains substantially undervalued, as the hidden costs involving use of space, electricity, Library etc. are not always possible to determine. These undervaluations effectively strain the University Fund. The University has therefore decided to charge the project account such sum that adequately compensates the incidence of the support services that are not readily quantified. Following guidelines are to be followed in this regard:

- 1. An amount, not exceeding 15 % of the grant received, shall be charged to each project account. All proposals in this behalf shall require approval of the Vice Chancellor.
- 2. The amount so received shall be distributed on pro rata basis, 60% going to the University Fund as reimbursement of the logistic support provided, while the balance 40 % shall be transferred to the Staff Welfare Fund.

Provided that the Vice-Chancellor may readjust the quantum if the circumstances so demand.

- 3. The amount receivable for the Staff Welfare Fund shall be credited to a separate bank account operated for the purpose.
- 4. The funding agency shall be intimated the details of the charges made.

Staff Welfare Fund

To facilitate the University authorities to look after the personal emergencies of individual staff, there shall be created a benevolent fund titled The NUJS Staff Welfare Fund.

The Fund shall be used to provide soft loans / ex-gratia grants to members of the staff for defraying major expenditure on health hazards, bereavement and /or other obligatory expenses.

The fund, which is non-contributory, shall subsist on the amount apportioned by the Vice- Chancellor towards remunerating the staff for their extra efforts in relation to various projects undertaken by the University.

The Vice Chancellor shall be the custodian of the Fund. No payment out of the Fund shall be made without his specific sanction.

There shall be a Staff Welfare Committee headed by the Registrar The Accounts Officer and one person each from the faculty and the administrative staff shall be its members. The Committee shall receive requests from the members fo the staff for loans / ex gratia payments, scrutinize them and forward recommendations to the Vice Chancellor. The Committee shall also monitor the flow and investment of the Fund, submit reports and accounts and shall also generally supervise all matters relating to staff welfare. It shall meet at least once every three months.

A separate bank account shall be opened for the purpose. The account shall be operated jointly by the Vice Chancellor and the Registrar. All transactions shall be in cheques only.

THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

Procedure for sanction of computer loan

- Regular teachers of the Faculty intending to buy personal computers may apply for loan from the University by submitting a request addressed to the Vice-Chancellor on a plain paper indicating the make and model of the computer proposed to be purchased and its approximate cost.
- 2. The application will be scrutinized in the Accounts Branch and processed for sanction of loan by the Vice-Chancellor.
- 3. A sanction order (draft enclosed) will be issued for compliance of all concerned.
- 4. The loanee shall be informed of the amount of interest payable on the month in which the last instalment of principal amount is recovered.
- 5. The loanee shall make the purchase within 30 days of drawal of advance and execute necessary Bond (Specimen Copy enclosed).
- 6. The recovery of instalment will be watched through individual ledger account and the amount recovered shall be credited forthwith in replenishment of the fund from which the loan was sanctioned.

THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

Norms for sanction of Computer Loan

- 1. Competent Authority to Sanction: The Vice-Chancellor shall be the authority competent to sanction computer loan to a regular teacher of the faculty.
- 2. Amount of loan: The amount of loan in each case shall be a maximum of Rs. 40,000 limited to the value of the computer excluding customs duty, if any.
- 3. Interest: Simple Interest @ 10 % per annum will be charged on the balance outstanding on the last day of each month and will be recovered in mutually agreed instalments not exceeding four in number, after complete repayment of the principal.
- 4. Repayments: The principal amount will be recovered from monthly salary in instalments, not exceeding twenty in number. Recovery will commence with the first issue of pay after payment of the loan.

5. General Conditions:

- i) Sanction of loan is under absolute discretion of the Vice-Chancellor whose decision regarding the amount of loan, repaying capacity of applicant shall be final and binding.
- ii) Purchase of computer will have to be made within 30 days from the date of drawal of loan. Otherwise the entire amount of loan together with interest (plus penal interest of additional 2 %) shall be refunded forthwith to the University Fund.
- iii) A Second or subsequent loan for the purchase of personal computer will not be sanctioned within five years of drawal of the first loan.
- iv) The computer shall be mortgaged to the University till the last instalment of principal and interest is recovered. On default of payment and / or for any other reason, the Vice-Chancellor may order confiscation of the computer.
- v) The computer shall be used only for legitimate purposes without any infringement of Cyber Laws.

THE W.B NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

Sanction Order

The Vice-Chancellor has been pleased to accord approval to payment of a lumpsum of Rs to Mr/Ms , designation being loan for purchase of a personal computer.

The payment will be subject to following terms & conditions:

- a. The purchase will be made within 30 days of receipt of loan, failing which the entire amount, together with interest @ 10% p.a, plus 2% penal interest, will be refunded to the University.
- b. The loan carries an interest of 10% p.a. on the reducing balance.
- c. The loan together with interest thereon will be recovered in mutually agreed instalments not exceeding twenty four in number. Recovery will commence with the first issue of pay after payment of the loan.
- d. Second or subsequent loan for purchase of computers will not be sanctioned within next five years.
- e. The loanee will, within seven days of purchase of the computer, execute a memorandum of agreement with the University in the prescribed format.

Mr/Ms

Sanction File.

Accounts Officer

THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES

Memorandum of agreement Computer Loan

and	norandum of agreement made this the day of Two Thousand between Mr/Ms (herein after called the loanee) of the First Part the WBNUIS, being a body corporate constituted under the WBNUIS Act, 1999 (WB Act IX of 1999) (hereinafter called the University) of the Second Part.
It is	mutually agreed as follows:
1.	That the University hereby grants a loan of Rs
2.	That the loance shall pay simple interest @ 10% per annum of the amount of loan outstanding on the last day of each month. The interest shall be paid in instalment, not exceeding four in number, after the full amount of principal of Rs is paid.
3.	The principal amount of loan shall be repaid in equal instalments of Rseach per month and Rsas the th instalment
4.	The loanee unconditionally authorises the University to recover the instalments mentioned in clauses 2 and 3 above from his/her salary receivable from the University.
5	In the event of the loanee's termination of service contract with the University the loanee shall be liable to refund forthwith the amount of loan outstanding together with interest thereon.
6	The said computer stands mortgaged to the University till the recovery of the last instalment of loan with interest. On default of payment or for any other reason, to be recorded in writing, the Vice-Chancellor shall have the authority to order confiscation of the computer.
7.	The loanee shall not seek a second loan from the university within the next five years.
8.	The loanee undertakes to use the computer for legitimate purposes without offending relevant laws.
	Registrar's full name, Signature&Date Loanees full name, Signature&Date