

The West Bengal National University of Juridical Sciences



AGENDA NOTES FOR THE 67<sup>th</sup> MEETING OF THE

FINANCE COMMITTEE

TO BE HELD ON 8<sup>th</sup> December 2012 AT 11:00 AM

AT DR.AMBEDKAR BHAVAN, SALLAKE, KOLKATA

**W.B National University of Juridical Sciences  
Dr. Ambedkar Bhavan  
Salt Lake, Kolkata**

67<sup>th</sup> MEETING OF THE FINANCE COMMITTEE  
8<sup>th</sup> DECEMBER, 2012 AT 11:00 AM

	Page No.
Agenda Item No.1	1
Confirmation of the Minutes of the 66 <sup>th</sup> meeting of the Finance Committee held on 18 <sup>th</sup> August , 2012.	
Agenda Item No.2	5
Proposal for release of DA with enhanced rate i.e. 72% (increase of 7%) w.e.f. 01.07.2012.	
Agenda Item No.3	9
Report on National Knowledge Network(NKN) & ERNET	
Agenda Item No.4	22
Property Tax for the University Building.	

**Any other matter with the permission of the Chair.**

The W.B. National University of Juridical Sciences  
Dr. Ambedkar Bhavan

Salt Lake, Kolkata

67<sup>th</sup> Meeting of the Finance Committee

8<sup>th</sup> December, 2012

**AGENDA NOTES**

Agenda Item No. 1 Confirmation of the Minutes of the 66<sup>th</sup> Meeting of the Finance Committee held on 18<sup>th</sup> August, 2012.

Minutes of the 66<sup>th</sup> Meeting of the Finance Committee of NUJS held on 18<sup>th</sup> August 2012 are enclosed as **Annexure 1A** for confirmation.

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

**Dr. Ambedkar Bhavan  
Salt lake, Kolkata**

**Minutes of the Sixty sixth Meeting of the  
Finance Committee**

**The W.B. National University of Juridical Sciences  
Held on 18<sup>th</sup> August 2012  
At Kolkata.**

The Sixty-sixth Meeting of the Finance Committee was held on 18<sup>th</sup> August 2012. The Following members were present:

1. Prof. (Dr.) P.Ishwara Bhat, Member  
Vice Chancellor, West Bengal National University of Juridical Sciences.
2. Mr.A.K.Mitra, Member  
Advocate General, West Bengal
3. Mr.B.K.Srivastava, Member  
Judicial Secretary, Govt. of West Bengal  
Kolkata

Mr.Dipankar Gupta, Chairman, Sr.Advocate, Supreme Court of India, New Delhi,  
Mr.R.N.Datta, Member ; could not attend the meeting due to preoccupations.

# The West Bengal National University of Juridical Sciences

## Minutes of the 66<sup>th</sup> Meeting of the Finance Committee of WBNUJS held on 18<sup>th</sup> August 2012.

Sl. No.	Agenda Item	Resolution	Remarks/Action Taken
1.	Confirmation of the minutes of the 65 <sup>th</sup> meeting of the Finance Committee held on 11 <sup>th</sup> July 2012.	The Minutes of the 65 <sup>th</sup> meeting of the Finance Committee held on 11 <sup>th</sup> July 2012 were confirmed .	
2.	Revised Budget Estimates 2012-13 & Budget Estimates 2013-14	<p>The Revised Budget Estimate for 2012-13 and Budget Estimates 2013-14 have been prepared and placed</p> <p><b><u>RESOLUTION</u></b></p> <p>The Finance Committee accepted the Revised Budget Estimate for 2012-13 and Budget Estimates for 2013-14 and recommended it to the Executive Council for approval with the direction that detailed explanatory note may be included regarding expenditure along with the proposed Revised Budget Estimate for 2012-13 and Budget Estimates for 2013-14</p>	Accordingly, the matter was placed before the Executive Council on 25/8/2012.
3.	Audited Annual Accounts 2011 - 12 and Auditor's Report.	<p>The annual accounts of the University for the year 2011-12 have been duly audited by the statutory auditors M/s. D.P.Sen &amp; Company, Kolkata. The auditor's report and the annual accounts of the University along with the projects undertaken by the University were placed.</p> <p><b><u>RESOLUTION</u></b></p> <p>The Finance Committee accepted the audited annual accounts 2011-12 and Auditors' Report and recommended it to the Executive Council for approval.</p>	Accordingly, the matter was placed before the Executive Council on 25/8/2012.

4.	Creation of two posts of Associate Professor(Law)	<p>The Executive council in its meeting dated 14/7/2012 has created two posts of Associate Professor(Law) in the University subject to provisioning of the same in the revised budget6 estimates 2012-13. The annual expenditure for the creation of a post of Associate Professor in the University will be Rs.95760/- .For two posts it will be Rs.191520/- annually. Accordingly, the same has been provided in the Revised Budget Estimates 2012-13 and Budget Estimates 2013-14.</p> <p><b><u>RESOLUTION</u></b></p> <p>The Finance Committee approved the proposal for the creation of the two posts of Associate Professor(Law) as per budgetary provision provided in the Revised Budget Estimates 2012-13 and Budget Estimates 2013-14.</p>	Accordingly, the matter has been processed.
----	---	--	---

**Agenda Item No: 2**

**Proposal for release of DA with enhanced rate i.e. 72% (increase of 7%) w.e.f. 01.07.2012.**

The Central Govt. has revised the Dearness Allowance from 65% to 72% w.e.f. 01.07.2012 and the same was notified by The Department of Expenditure, Ministry of Finance, Govt. of India vide Office Memorandum No. 1(8)/2012-E-II(B) dt. 28.09.2012 (Annexure 2A).

In the event of its approval for release of DA with enhanced rate i.e. 72% (increase of 7%) to all NUJS employees with effect from 01.07.2012, the additional fund required for such has been estimated to Rs. 1,25,290 per month as per calculation sheet enclosed. The total financial liability for making arrear payment of such for the period from 01.07.2012 to 30.11.2012 has been calculated to Rs.6,17,507 which is accommodated in the budget estimates of 2012-2013 under the head "Salaries and Allowances".

Submitted for directions.

No. 1(8)/2012-E-II (B)  
Government of India  
Ministry of Finance  
Department of Expenditure

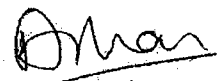
North Block, New Delhi  
Dated: 28<sup>th</sup> September, 2012

**OFFICE MEMORANDUM**

**Subject: Payment of Dearness Allowance to Central Government employees -  
Revised Rates effective from 1.7.2012.**

The undersigned is directed to refer to this Ministry's Office Memorandum No. 1 (1)/2012-E-II (B) dated 3<sup>rd</sup> April, 2012 on the subject mentioned above and to say that the President is pleased to decide that the Dearness Allowance payable to Central Government employees shall be enhanced from the existing rate of 65% to 72% with effect from 1<sup>st</sup> July, 2012.

2. The provisions contained in paras 3, 4 and 5 of this Ministry's O.M. No. 1(3)/2008-E-II(B) dated 29<sup>th</sup> August, 2008 shall continue to be applicable while regulating Dearness Allowance under these orders.
3. The additional installment of Dearness Allowance payable under these orders shall be paid in cash to all Central Government employees.
4. These orders shall also apply to the civilian employees paid from the Defence Services Estimates and the expenditure will be chargeable to the relevant head of the Defence Services Estimates. In regard to Armed Forces personnel and Railway employees, separate orders will be issued by the Ministry of Defence and Ministry of Railways, respectively.
5. In so far as the persons serving in the Indian Audit and Accounts Department are concerned, these orders issue in consultation with the Comptroller and Auditor General of India.



(Anil Sharma)

Under Secretary to the Government of India

To

All Ministries/Departments of the Government of India (as per standard distribution list).

Copy to: C&AG, UPSC, etc., as per standard list, (with usual number of spare copies).



MONTHLY ENHANCEMENT DUE TO 7% INCREASE IN DA ON THE BASIS OF JULY 2012 DATA							
SL	NAME	PAY Rs	SPI/AG P/GP Rs	7% DA	TA	ENHANCEMENT PER MONTH	ARREAR OF 5 MONTHS(JULY-NOV 2012)
VICE-CHANCELLOR Rs 75000 (Fixed)+Special pay Rs. 5000							
1	Prof. (Dr.) P. Ishwara Bhat	75000	5000	5600		5600	28000
							0
PROFESSOR RS. 37400-67000							
1	Prof. (Dr.) Manoj Kr. Sinha	47920	10000	4054	224	4278	21390
				0		0	0
Associate Professor Rs. 37400-67000							
				0		0	0
				0		0	0
1	Dr. T.V.G.N.S. Sudhakar	44820	9000	3767	448	4215	21075
2	Dr. Arup Kumar Poddar	44820	9000	3767	224	3991	19955
3	Dr. Srinivasulu N.S	44820	9000	3767	224	3991	19955
4	Mr. Anirban Majumdar	38800	9000	3346	224	3570	17850
Assistant Professor Rs 15600-39100							
				0		0	0
				0		0	0
1	Mr. Nandan Nawn	24090	8000	2246	224	2470	12350
2	Ms. Ruchira Goswami	21120	7000	1968	224	2192	10960
3	Ms. Jasmine Joseph	20650	7000	1936	224	2160	10800
4	Mrs. Kavita Singh	21830	7000	2018	224	2242	11210
5	Dr. Bikramjit De	24350	7000	2195	224	2419	12095
6	Ms. Anupama Ghosal	21450	7000	1992	224	2216	11080
7	Mr. S.A. Khan	20650	7000	1936	224	2160	6480
8	Ms. Vaneeta Patnaik	20650	7000	1936	224	2160	10800
9	Ms. Lovely Dasgupta	21400	7000	1988	224	2212	11060
10	Mr. Anirban Chakraborty	19050	6000	1754	224	1978	9890
11	Ms. Sujata Roy	19050	6000	1754	224	1978	9890
12	Ms. Tilottama Ray Choudhuri	19050	6000	1754	224	1978	9890
13	Mr. Shameek Sen	19050	6000	1754	224	1978	9890
14	Dr. Sandeepa Bhat B	19120	7000	1828	224	2052	10260
15	Mr. Supriya Routh	18320	6000	1702	224	1926	5007
16	Mr. Prabhaskar Ranjan			0		0	0
17	Mr. Pritam Baruah			0		0	0
18	Mr. Sanjay Kumar	17610	6000	1653	224	1877	9385
19	Mr. Daniel Mathew	16250	6000	1558	224	1782	8910
20	Mr. Saurabh Bhattacharjee	16250	6000	1558	224	1782	8910
21	Mr. Vishwas.H. Devaiah	16250	6000	1558	224	1782	8910
22	Mr. Abhishek Mishra	15600	6000	1512	224	1736	8680
23	Ms. Sampa Karmakar	15600	6000	1512	224	1736	8680
						0	0
REGISTRAR RS. 37400-67000							
						0	0
1	Dr. Surajit C Mukhopadhyay	44590	10000	3821	0	3821	19105
						0	0
ACCOUNTS OFFICER Rs 15600-39100							
						0	0
1	Mr. Gautam Pal	24150	7600	2223	224	2447	12235
ASSISTANT REGISTRAR Rs. 15600-39100							
						0	0
1	Mr. Siddhartha Guha	20450	5400	1810	224	2034	10170
2	Mr. Tapash Bhattacharya	17550	5400	1607	224	1831	9155
CAMPUS SUPERVISOR Rs 9300-34800							
						0	0
1	Mr. Nabendu Dam	18150	4600	1593	112	1705	8525
PA TO V.C. : Rs. 9300 -34800							
						0	0
1	Ms Urmi Majumdar	14710	4200	1324	112	1436	7180
DATA ENTRY OPEATOR Rs. 9300 -34800							
						0	0
1	Md. Nurul Ansar	15870	4200	1405	112	1517	7585
2	Mr. Abhijit Nandi	15870	4200	1405	112	1517	7585
3	Mr. Dwaipayan Basu	15870	4200	1405	112	1517	7585

4	Mr. Subhendu Bhattacharya	15870	4200	1405	112	1517	7585
5	Mr. Anirban Banerjee	15870	4200	1405	112	1517	7585
6	Mr. Pinaki Saha	15870	4200	1405	112	1517	7585
7	Mr. Prithwish Saha	15870	4200	1405	112	1517	7585
8	Mr. Sovan Choudhuri	15870	4200	1405	112	1517	7585
9	Mr. Purnendu Saha	15870	4200	1405	112	1517	7585
10	Ms Nandini Das Biswas	15280	4200	1364	112	1476	7380
11	Mr. Abhijit Biswas	15280	4200	1364	112	1476	7380
12	Ms Anindita Talapatra	14710	4200	1324	112	1436	7180
13	Mr. Debodeep Roy	14710	4200	1324	112	1436	7180
ACCOUNTANT : Rs. 9300 -34800 Rs 4200						0	0
1	Mr. Arunangshu Dasgupta	13090	4200	1210	112	1322	6610
PA TO REGISTRAR : Rs. 9300 -34800						0	0
1	Ms. Soma Karmakar	9710	4200	974	112	1086	5430
						0	0
RECEPTIONIST-CUM-TELEPHONE OPERATOR : Rs. 5200-20200						0	0
1	Ms Molly Nandi	7820	2000	687	42	729	3645
DRIVER CUM ATTENDANT Rs. 5200-20200				0		0	0
1	Mr. Sambhunath Das	7710	1900	673	42	715	3575
2	Mr. Rajesh Kumar Singh	7710	1900	673	42	715	3575
OFFICE ATTENDANT Rs. 5200-20200						0	0
1	Mr. Ali Imam Siddiqui	7250	1800	634	42	676	3380
2	Mr. Bipul Biswas	7250	1800	634	42	676	3380
3	Mr. Prodipta Saha	7250	1800	634	42	676	3380
4	Mr. Santanu Dey	7250	1800	634	42	676	3380
5	Mr. Siddheswar Mondal	7250	1800	634	42	676	3380
6	Mr. Sufal Biswas	7250	1800	634	42	676	3380
7	Mr. Uttam Metya	7250	2000	648	42	690	3450
8	Mr. Sukhen Biswas	6980	1800	615	42	657	3285
9	Mr. Manik Mullick	6990	2000	629	42	671	3355
10	Mr. Dev Bhusan Prasad Nag	6980	1800	615	42	657	3285
11	Mr. Subrata Thakur	6980	1800	615	42	657	3285
				0		0	0
ASSISTANT LIBRARIAN Rs.15600-39100						0	0
						0	0
1	Ms. Tutu Mukherjee	19710	6000	1800	224	2024	10120
						0	0
LIBRARY ASSISTANT Rs. 9300 -34800						0	0
						0	0
1	Ms. Soma Dutta	15870	4200	1405	112	1517	7585
2	Ms. Shrabani Ghosh	15870	4200	1405	112	1517	7585
3	Mr. Dipta Sengupta	15870	4200	1405	112	1517	7585
4	Ms. Shampa Kaur	15280	4200	1364	112	1476	7380
5	Mr. Premananda Mukherjee	14710	4200	1324	112	1436	7180
6	Mr. Ashim Kundu	13090	4200	1210	112	1322	6610
LIBRARY ATTENDANT Rs. 5200-20200						0	0
						0	0
1	Mr. Bires Bhattacharya	7250	1800	634	42	676	3380
2	Mr. Rajesh Roy	6720	1800	596	42	638	3190
<b>Grand Total</b>						<b>125290</b>	<b>617507</b>

\*SA KHAN ON STUDYLEAVE FROM OCTOBER 2012

\*SUPRIYO ROUTH ON STUDY LEAVE JULY-AUGUST 2012 & AGAIN FROM 19TH NOVEMBER 2012



# The W.B. National University of Juridical Sciences

'Dr. Ambedkar Bhavan' 12 LB Block, Sector III, Salt Lake, Kolkata - 700098

Phone : 2335-0534/7379/0765 • Fax : 2335-7422/0511

Dr. Surajit C. Mukhopadhyay  
Registrar

December 6, 2012

Prof. (Dr.) P. Ishwara Bhat  
Vice Chancellor,  
WBNUJS  
Kolkata

Respected Sir,

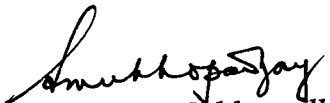
**Sub: 67<sup>th</sup> Meeting of the Finance Committee to be held at 11.00 a.m. on 8<sup>th</sup> December 2012.**

I am to inform you that the Sixty-seventh meeting of the Finance Committee is scheduled to be held at **11.00 a.m. on 8<sup>th</sup> December 2012** at the premises of the University in Salt Lake, Kolkata. The agenda for the meeting is enclosed.

You are therefore requested to kindly make it convenient to attend the meeting.

With high regards,

Yours sincerely,

  
Dr. Surajit C. Mukhopadhyay  
Registrar

**Agenda Item No:3**

**Report on National Knowledge Network(NKN) & ERNET**

The Matter arises out of the 57<sup>th</sup> meeting of the Finance Committee dated: 18/3/2011.

The University has received a proposal from the Joint Secretary ,Ministry of HRD, regarding connectivity to NKN(National Knowledge Network)with the aim of fostering e-connection to tap educational resources. If implemented the University might benefit to a large extent by sharing e-data and expertise of other institutions of National and International repute. The University will have to pay Rs.50 to Rs.60 Lakhs(Approx) for this connectivity. The Academic Council has accepted the proposal. The matter was placed in the Executive Council meeting dated 8/1/2011 and the Executive Council referred the matter to the Finance Committee .

The Finance Committee in its meeting dated 18/3/2011 accepted the proposal in principle and directed that the University should form a committee consisting of Dr.S.C.Mukhopadhyay,Registrar and Dr.V.K.Thomas, University Librarian. The Finance Committee requested the committee to prepare a report in regard to the proposal received from National Knowledge Network vis a vis the work being done by M/s.Ernet India in regard to the University Campus networking.

The report is now enclosed subsequent to the work completion of ERNET (Annexure 3A).

Submitted for directions.

L 1/12  
5/12/12

Annexure - 3A.

## REPORT ON ERNET (Campus Wide Network) & NKN (Connectivity)

### ERNET

NUJS awarded the work of providing Campus Wide Network to ERNET India on 27.8.2007 in accordance with the terms and conditions envisaged in the MoU (copy enclosed). They facilitated the implementation of Campus Wide Area Network for the university campus and completed commissioning of the project. The work has been tested and accepted by NUJS vide acceptance letters dated 21.7.11 (passive part works) and 20.9.11 (active part works). Currently 814 wired clients (besides 40 wireless access points for wi-fi) are connected in the network. The network is running smoothly and faster connectivity (1 gbps) has been ensured.

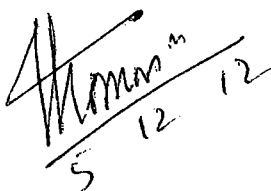
The total expenditure has been to the tune of Rs 2,61,47,564, the break-down of which is as follows:

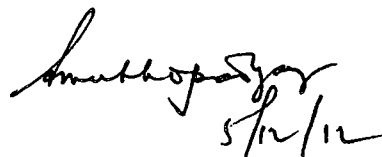
Sl. No	Particulars	Amount (Rs)
1	1Supply/installation of Active and passive components	2,34,94,799
2	Charges of publication of advertisement	55,200
3	ERNET consultancy charges @ 10% on Rs 2,35,49,999 + applicable service tax	25,97,565
	<b>Total</b>	<b>2,61,47,564</b>

All the bills have since been cleared by 19 Nov. 2012.

### National Knowledge Network (NKN)

Based on DO dated 12.2.2010 from Dept of Technical Education, MHRD, GOI offering OFC based 1 Gbps connectivity of National Knowledge Network (NKN) point of presence to all *bona fide* universities under the National Mission on Education through ICT (NMEICT) on a 75:25 cost sharing between the Government and the university concerned, NUJS pursued the matter consistently. The connectivity has been provided and commissioned on 12 Oct. 2012. There has been no expenditure as the NKN connectivity (OFC based connectivity with Ethernet drop + router) has been granted **free** for a period of 10 years.

  
5/12/12

  
5/12/12



DELHI

12AA 1033 /

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is being made on the day  
27<sup>th</sup> of September, Two Thousand Seven at 10 A.M.

between


West Bengal National University of Juridical Science, Kolkata  
hereinafter referred to as NUJS  
on the One Part

And

ERNET India  
An autonomous society under Department of Information Technology,  
Ministry of Communications and Information Technology  
(Government of India), New Delhi  
on the Second Part

This MoU is for the purpose of establishing terms and conditions between ERNET India and the NUJS under which ERNET India will partner with NUJS for executing networking project involving the creation of Campus Wide Local Area Network. This is aimed at the mutually cooperative relationship and shall not be construed as binding on either behalf.

(S.C. AGGARWAL)

  
27/9/07

Whereas the MoU between ERNET India and the NUJS shall be for its networking project through the technical evaluation, acceptance testing and installation of identified and required networking infrastructure, and other support services, as and when required.

And whereas services have been entrusted with the responsibility for the above mentioned activities for the NUJS, ERNET India on behalf of NUJS will provide services for the above mentioned activities as per the terms and conditions mentioned in this MoU.


In pursuance of the above, both ERNET India and NUJS further agree to the following terms:

### Terms and Scope of the MoU

#### Role and responsibilities of ERNET India

- a) ERNET India will design and develop the Campus Wide Local Area Network for NUJS in consultation with NUJS. ERNET India would provide all financial projections to the NUJS so that necessary financial clearance can be issued by NUJS.
- b) ERNET India will assess the requirements of NUJS and will recommend the active and passive components, other hardware and software for the project along with technical details, make and model no. (wherever required). NUJS would provide the clearance after discussion with ERNET India, wherever required.
- c) ERNET India would float all Tender Notices on behalf of NUJS on clearance from NUJS for creation of networking infrastructure and for procuring hardware and software as and when required.
- d) ERNET India would finalise all purchases to be made on the basis of open transparent tender procedures from time to time. All imports would be made in the name of NUJS as NUJS is entitled for Customs Duty Exemption. The later and other Government levies will be paid by NUJS.
- e) ERNET India or its designated agency will get installed the required infrastructure including hardware and software such as switches, routers, servers, network management software and passive components to establish Campus Wide Local Area Network. The successful installation would be verified jointly by ERNET India and NUJS after demonstration of satisfactory working and performance by the designated agency which has been assigned the particular job.

(S.C. AGGARWAL)  
Registrar & CPO  
ERNET India  
(An Autonomous Scientific Society of DIT,  
M/o Comm. & Information Technology)  
Electronics Niketan, New Delhi

  
27/9/07

- f) The installation and commissioning of the equipment will be done in a time-bound manner, total period not exceeding six months from the day of signing the MoU. NUJS will ensure timely payment. Documentation (pertaining to the Institute), Customs Duty exemption, availability of ready site, sign-offs of the route plans, permission to work from all concerned organizations will be provided by NUJS.
- g) ERNET India will train NUJS technical personnel nominated by NUJS to ensure proper operation and maintenance of the installed hardware and software. The person(s) nominated by NUJS will be trained free of cost by ERNET at its HQ.
- h) As and when required, ERNET India will give recommendations to NUJS on augmentation/replacement of the installed equipments for improving the performance and usage of network.
- i) ERNET India or its designated agency will provide maintenance of the system installed under this agreement to the satisfaction of NUJS for a period of three years at no extra cost. After the expiry of the three-year warranty, the equipment may be put under annual maintenance contract. The terms of maintenance may be decided by ERNET India in consultation with NUJS.
- j) Apart from installation and commissioning of hardware and software, ERNET India will also provide, as and when required, on the terms mutually agreed, the following services to NUJS:
- i) Support for integration of other value added services as video conferencing, VoIP, Intranet/Extranet on the Campus Wide Network at NUJS.
  - ii) Access to relevant databases and value added services available on ERNET India.
  - iii) Distance education and research services over ERNET India.
  - iv) Technological upgradation of the hardware/software installed by ERNET India will be informed to NUJS. Additional expenses, if any, will separately be got approved by NUJS.
  - v) Any other area of interest to NUJS in future, on mutual agreement.

#### Role and Responsibilities of NUJS

- a) NUJS will place a firm order with ERNET India for providing technical partnership and support for the establishment of Campus Wide Local Area Network at NUJS.

(S.C. AGGARWAL)  
 Registrar & CPO  
 ERNET India  
 (An Autonomous Scientific Society of DIT,  
 M/o Comm. & Information Technology)  
 Electronics, Niketan, New Delhi


*[Handwritten Signature]*  
 27/9/07




- 21
- b) NUJS will nominate one coordinator and/or a technical team to finalise and freeze the bill of material. The coordinator would act as single point of contact for providing all necessary administrative and technical inputs on behalf of NUJS.
  - c) The NUJS will pay service charges @ 10% of the actual project cost. The service charges include floating of tender, evaluation, negotiation and recommending suitable agency, supervising and certifying installation and commissioning done by the designated agency, deputing technical person and representative of ERNET for the Campus Wide Local Area Network Project at NUJS as and when required.
  - d) The NUJS will provide funds within seven days from the date of requisition by ERNET India or date of placement of orders by the ERNET, whichever is later.
  - e) The NUJS will pay advance of Rs.1.00 lakhs to ERNET on signing the MoU to submit detailed project proposal for campus wide Local Area Network and Internet access.

#### General Clauses

- a) If the circumstances warrant discontinuance of the ERNET India facilities by NUJS or if ERNET India decides to discontinue its services, the equipment belonging to ERNET India, if any, at NUJS will be taken back by ERNET India at a depreciated value. Such discontinuance of ERNET India facility shall be mutually decided by ERNET India and NUJS.
- b. Price Negotiations
  - i) ERNET India reserves the right to revise the prices regularly so as to ensure competitive rates. ERNET India also undertakes to pass on the price difference to NUJS in the event of prices undergoing reduction between the time of submission of proposal and the actual date of order by ERNET India to the vendor.
  - ii) ERNET India will place order with their empanelled competent and reputed manufacturers having ISO certification in their respective items. The price quoted by ERNET India will include basic price, Service Tax, Excise Duty, Sales Tax, Octroi (if any), packing and forwarding charges, freight and insurance charges, installation and commissioning charges or as mentioned in our proposal and on site comprehensive warranty including maintenance.
  - iii) ERNET India will set in motion the process of procuring the material as quickly as possible upon receiving the specific order along with the transfer of required funds.

  
(S.C. AGGARWAL)  
Registrar & CPO  
ERNET India  
(An Autonomous Scientific Society of OI,  
M/o Comm. & Information Technology)  
Electronics Niketan, New Delhi

  
: 27/1/09

- iv) ERNET India shall send a copy of the purchase orders placed for the NUJS to the consignee and coordinating officer.
- v) ERNET India undertakes to follow up orders placed by them with the vendors for timely supply of equipment etc. Suitable penalty clause shall also be part of the agreement with vendor.

c) Acceptance Test Report

- i) Each machine delivered to NUJS shall be accompanied by detailed acceptance test report duly signed and certified by ERNET India authority. The test report shall give confidence to NUJS that the product delivered is the same as that was tested and accepted by ERNET India on behalf of NUJS.
- ii) The test report shall contain the make, model and serial numbers of all the sub-components that have been used in the machine.

d) Liquidated Damages Penalty

- i) In case of any unjustified delay on part of the vendors ERNET India will impose Liquidated Damages (LD) penalty as per the relevant tender terms and conditions. As per the present tender the penalty rate @ 15% per week subject to a maximum of 7.5% is deducted from the vendor's bill. The value of penalty shall be passed on to NUJS. In case unjustified delay beyond 5 weeks, ERNET India shall have the right to cancel the order and forfeit the security deposit of the vendor. ERNET India shall also be free to procure the hardware from alternative sources at the risk and cost of the vendor.
- ii) The LD penalty value so deducted from the vendors' bills will be passed by ERNET India to NUJS. ERNET India may penalize itself by charging the service charges on actual payment made to vendor after deducting the penalty.
- iii) In the event of any damage/shortage/defect to the equipment supplied, ERNET India will be required to arrange for their replacement through concerned vendors at the cost of vendors and NUJS will be fully kept informed by ERNET India of the progress of replacement or rectification of defects.
- iv) ERNET India shall keep NUJS informed of the progress of supplies of various equipment and their installation covered by the project on regular basis until completion of supply is effected.

- ii) ERNET India shall formulate a suitable solution for reporting and monitoring the calls for proper after sales service. ERNET India shall be responsible for necessary coordination/follow-up for ensuring prompt service to NUJS
- iii) ERNET India or the vendors shall not be responsible for any failure of the system due to virus and improper handling. No penalty will be applicable in such cases.
- iv) The agreement extends only to the problems arising out of normal functioning of equipment and the agreement does not cover break down of services arising out of damages caused due to fire, electrical malfunctioning, mishandling, improper shifting/ movement of equipment, theft, riots, accidents, earthquakes and other natural calamities.
- v) The vendor/supplier of equipment shall be solely responsible for insurance of the consignment
- vi) If there is any technical obsolescence or price changes, the same will be brought to the notice of NUJS and the disputes if any, will be settled on the basis of revised prices and technical specification
- vii) ERNET India also agrees to the condition that in case the vendor fails to provide satisfactory warranty support NUJS shall have the right to claim part or full value of the Bank Guarantee
- viii) The vendor should attend the call reported by NUJS or ERNET India in detail within 3 days from receipt of the detailed complaint. NUJS, in consultation with ERNET India, may recover the appropriate penalty from vendors as per ERNET India tender Terms and Conditions for any unjustified delay in attending the calls beyond the permissible number of days. The present penalty for non-performance of network shall be as per the relevant tender Terms and Conditions of ERNET India

g. Service Charges

- i) The networking project of NUJS will be executed in various phases depending on the approval and availability of funds
- ii) For various services like requirement study, technical evaluation and benchmarking of the required products, procurement, acceptance testing at vendor's works, installation and coordination for after sales support Vendor and project management NUJS shall pay to ERNET India a Service Charge of 10% of the actual value of the networking infrastructure procured

(S.C. AGGARWAL)  
 Registrar & CPO  
 ERNET India  
 An Autonomous Scientific Society of DIT,  
 (An Comm. & Information Technology)

27/9/00

- v) ERNET India will monitor progress of implementation of orders, receipt of supplies and its satisfactory installation and commissioning
- vi) The vendor shall install all equipment at the sites identified by NUJS and will obtain a "Successful Installation Certificate" from concerned officers of NUJS. In case the site is not ready the vendor shall obtain a certificate to this effect from the designated officer of NUJS or ERNET Project Coordinator. It will be the responsibility of the vendor to remain in touch with NUJS and install the equipment as soon as the site is ready. NUJS will also ensure that ERNET India is informed as soon as the site is ready.
- vii) All issues relating to supply of equipment and spares etc. to the consignees will be handled by ERNET India through its empanelled vendors on behalf of NUJS
- viii) The hardware and software ordered for NUJS, once supplied in good condition shall be the sole property of NUJS. Its security, inventory etc. shall also be the responsibility of NUJS

e. Performance Bank Guarantee

ERNET India shall obtain an irrevocable performance Bank Guarantee from concerned vendors of an amount 85% of the total value of the hardware (including bundled software) of any Scheduled Bank which shall be valid for a period of thirteen/thirty nine months (thirty nine months in case of warranty is of 3 years, thirteen months in case warranty is of 1 year) from the date of installation. The Bank Guarantee of 85% shall be drawn in the name of the "Director,....."

f. Warranty

The supplied H/W items will be under warranty for a period of one year/three years from the date of installation as per the specification/proposal. ERNET India's empanelled vendors under the supervision of ERNET India shall provide the warranty support.

g. Service support during warranty period

- i) ERNET India will be the single point of contact for all after-sales support related issues during the warranty period. ERNET India shall coordinate with various vendors of networking products on behalf of NUJS for all issues related to after sales support during the warranty period.

S

(S.C. AGGARWAL)  
Registrar & CPO  
ERNET India  
(An Autonomous Scientific Society of DIT,  
Min. Comm. & Information Technology)  
Electronics Niketan, New Delhi

27/9/09

iii) ERNET India Service Charges are charged only on actual purchase value and ERNET India will be required to submit a separate bill for its service charges.

h. Force Majeure

NUJS shall condone the delays in supplies and installation etc. of equipment due to natural calamities like war/riots, civil disaster, lightning, earthquake, fire, heavy rains, explosion, flood storm and any other adverse weather conditions or technical reasons in the interest of the project. ERNET India will issue necessary directions to the vendor/supplier for proper insurance of the assignment.

i. Validity

The validity of this agreement shall be for one year from the date of signing. It can be renewed for further period as may be mutually agreed to by the parties to this agreement. The termination of the agreement shall however, not affect the service support contract (as per item 23 through Item 29) during the year.

ii) Any of the clauses can be suitably modified or revised as per mutual agreement of both parties.

j. Arbitration

On all aspects where the above articles of understanding are silent, for special cases of deviation from the articles, the decision mutually agreed upon between ERNET India and NUJS will be final. However, in the case of any dispute relating to or arising out of MoU such dispute shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be resolved by ED, ERNET or his nominee and Director NUJS, Kolkata or his nominee.

For and on behalf of ERNET India

Signature

Name:

(S.C. AGGARWAL)

Designation:

Registrar & CPO

Date:

ERNET India  
(An Autonomous Scientific Society of DIT,  
M/o Comm. & Information Technology)  
Electronics Niketan, New Delhi

In the presence of

Signature

Name:

GOLSHAN KUMAR

Designation:

Section Officer  
ERNET India  
Electronics Niketan,  
CGO Complex,  
New Delhi - 110003 / New Delhi - 110006

Date:

For and on behalf of NUJS, Kolkata

Signature

Name:

The W. B. Nandan

Date:

In the presence of

Signature

Name:

D. KANUNGO

Designation:

Accounts Officer  
National University of Medical Sciences

Date:

NUJS Sharda, 42B Sector - III  
Salt Lake, Kolkata - 700063

The W. B. Nandan  
of Jurisdiction  
12.12.2007



Electronic Society of Department of Information Technology  
Ministry of Communications & Information Technology  
Government of India

ई.आर.नेट इण्डिया  
ERNET India

Dipak Singh  
Director  
Tele.: 24361701  
email : deepak@eis.ernet.in

Ref.No.: EI-D/Tech./9-86/07

Dated: 27<sup>th</sup> November, 2007

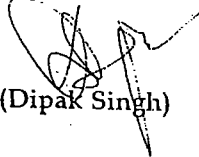
Shri Chittadip Bandyopadhyay  
Registrar  
West Bengal National University of Juridical Sciences  
Dr. Ambedkar Bhavan, 12 LB Block  
Sector - III, Salt Lake City  
Kolkata - 700 098.

Dear Shri Bandyopadhyay,

This has reference to the MoU signed between ERNET and West Bengal National University of Juridical Sciences (NUJS) for implementing campus network at NUJS, Kolkata. I am enclosing herewith the formal proposal for campus network of NUJS based on survey and input received from your side. You may like to go through the proposal. In case you have any clarification please feel free to contact us. We will wait for your feedback on the proposal to proceed further.

With regards,

Yours sincerely



(Dipak Singh)

Encl : as above

Ref. : NUJS/ERNET/CAMPUS-LAN/FS/01/08      Date : 15.02.2008

FAX : 011 2436 2924

To,  
Mr. Deepak Singh  
Director  
ERNET India  
6 CGO Complex  
Electronics Niketan  
Lodhi Road  
New Delhi – 110 003

*Re : Proposal for Campus Wide Network at NUJS  
under the provision of MoU signed between ERNET India  
and NUJS dt. 27.09.2007*

Dear Sir,

This is in response to your proposal submitted to us vide your letter No. EI-D/Tech./9-86/07 dt. 27.11.07. Our comments on your proposal are as follows. You are request to respond at the earliest.

1. Item-wise cost-wise break-up of both active and passive components including details of make and model need to be furnished.
2. As regard to optional items at 6.0 A1 detailed clarification of the product to be furnished.
3. The advantage of CAT-6 cable over CAT-5e cable may be justified considering that the latter provides sufficient bandwidth for work-stations and existing application and is more cost effective than CAT-6.

Page 1 of 2

4. The feasibility of integrating the pre-existing D-link Cat5e cabling in the hostels into the network proposed with necessary structuring (installation of patch panels replacement of damaged wire) instead of replacing the whole.
5. There is no mention in the report for logging and auditing capabilities of network data flow.
6. The possibility of utilizing open source LINUX/UNIX based systems for cost arbitrage.

Thanking you,

Yours sincerely,

*(Chittadip Bandyopadhyay)*  
Registrar



**Agenda Item No:4**

**Property Tax of the University Building**

The University has recently received a bill for Rs.732375/- from the Bidhannagar Municipality on account of Property tax arrears from April 2007 to March 2011 and also quarterly tax from April 2007 to March 2011 for Rs.48488/- for each quarter. It appears that the total dues to BMC is Rs.926327/- (Rs.732375 + Rs.48488 x 4 ) Annexure 4A.

Submitted for directions.



AR/92/1500/2012  
12/10/2012

Annexure - 4A

### BIDHANNAGAR MUNICIPALITY

POURA BHAWAN, FD-415A, SEC-III, BIDHANNAGAR, KOLKATA-700 106

Website : www.bidhannagarmunicipality.org.in

### BILL FOR PROPERTY TAX

Fin year: 2011-2012

Assessee Name [ THE W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCE ] Assessee Number [ 028172 ]  
 Billing Address [ LB-00012, SECTOR-III, S.L.CITY, 700091 ]

Holding Number	012		
Holding Address	LB-00012, SECTOR-III, S.L.CITY, 700091		
Bill Number	Bill Date	Assessee Type	Annual Valuation (Rs.)
BM/2011-2012/43075	10/09/2012		1944395

Arrear calculated based on April 2007 to March 2011

Quarterly Tax (\*Rounded off to nearest Rupees)

Adjustment (Rs.)	Arrear Dues (Rs.)	Interest (Rs.)	Gross (Rs.)	Rebate (Rs.)	Net Amount (Rs.)
0	704352	28023	51040	2552	48488

Due date for each quarter

Quarter	Apr2011 - Jun2011	Jul2011 - Sep2011	Oct2011 - Dec2011	Jan2012 - Mar2012
Due Date	31/12/2012	31/12/2012	31/12/2012	31/12/2012

\*For Bank use only

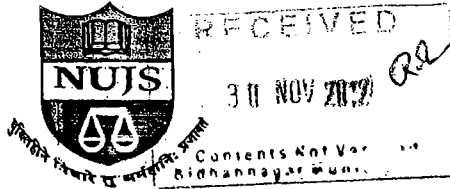
Quarter	Bar Code	Bank Seal
1st		-
2nd		-
3rd		-
4th		-

Please do not fold and put any mark on the BARCODE area

Please pay your tax at: THE WEST BENGAL STATE CO-OPERATIVE BANK LTD.(Poura Bhawan Branch)

Finance Officer  
 E&OE

~~A.R. Adhikari~~ 16/10/12  
 in n.a.m.  
 CS 16/10/12



**The WB National University of Juridical Sciences**

“Dr. Ambedkar Bhavan” 12, LB Block, Sector-III, Salt lake City, Kolkata-700 098

- Phones : 2335 0534/7379/0765 • Fax : 2335 7422/0511
- E-mail : nujs@cal3.vsnl.net.in • Gram : JURVARSITY
- Website : www.nujs.edu

Ref: NUJS\BMC\Property Tax\12  
27.11.2012

To  
The Chairperson  
Bidhannagar Municipality  
Salt lake City,  
Kolkata – 700098

Dear Madam,

**Subject: Property Tax for WBNUJS Campus**

I invite a reference to your bill no BM/2011-12/43075 dated 10.09.12 for property tax.

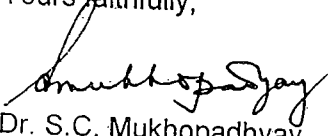
We have already appealed for consideration for exemption of payment of property tax copies of those letters are enclosed for your perusal.

We would again request you to treat this University as an Institute of social importance in the field of legal education and therefore extend the benefit of exemption in payment of property Tax by the University.

Your response is waited.

Thanking you,

Yours faithfully,

  
Dr. S.C. Mukhopadhyay  
Registrar

Enclosed: As stated above



## The WB National University of Juridical Sciences

'Dr. Ambedkar Bhawan' 12, LB Block, Sector III, Salt Lake City, Kolkata - 700 098

• Phone : 2335-0534/7379/0765 • Fax : 2335 - 7422 / 0511

• E-mail : nujs@cal3.vsnl.net.in • Gram : JURVARSITY

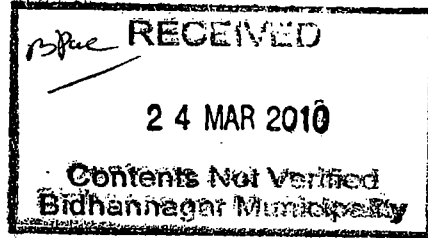
• Website : www.nujs.edu

NUJS\BMC\Property Tax\2010

23.03.2010

To  
The Chairman  
Bidhannagar Municipality,  
Poura Bhawan, FD - 415 A,  
Sector III, Bidhannagar,  
Kolkata - 700106

002868



Dear Sir,

**Subject: Request for grant of exemption in payment of Property Tax by the University.**

We refer to the discussion held in the office of the Finance Officer on 18.03.2010 with our Accounts Officer, Assistant Registrar and Campus Supervisor of the University regarding consideration for exemption of payment of property tax by this University on the following grounds.

The WB National University of Juridical Sciences is one of the leading National Law Universities of eminence in India. The basic objective of imparting legal education by the University is achieving the goal towards social justice.

Keeping our objective in view, you are requested to treat this University as an Institute of social importance in the field of legal education and therefore extend the benefit of exemption in payment of property Tax by the University hereinafter.

As confirmed vide your letter no 2146 / BM dated 13.08.2004 (copy enclosed) that we are to pay consolidated Service Charges in the place of Property tax. We shall be obliged if you kindly instruct the concerned authority to look into the matter and exempt us from paying the holding charges / property tax as raised in the last bill.

Awaiting your reply at the earliest.

Yours faithfully,

Prof. (Dr.) D. Mukhopadhyay  
Registrar

Enclosed - As above

Copy to: The Finance Officer,  
Bidhannagar Municipality, Bidhannagar



## The WB National University of Juridical Sciences

'Dr. Ambedkar Bhavan' 12, LB Block, Sector - III, Salt Lake City, Kolkata 700 098

• Phones : 2335 0534/7379/0765 • Fax : 2335 7422/0511

• E-mail : nujs@cal3.vsnl.net.in • Gram : JURVARSITY

NUJS\BMC\Property Tax\2009

24.04.2009

To  
The Finance Officer,  
Bidhannagar Municipality,  
Poura Bhawan, FD - 415 A,  
Sector III, Bidhannagar,  
Kolkata - 700106

Dear Sir,

**Subject:** Request for grant of exemption in payment of Property Tax by the University.

Kindly recall the discussion held in your chamber on 26.03.2009 with the Registrar of WBNUJS in presence of Accounts Officer, Asstt. Registrar (Admin) and Campus Supervisor of the said University regarding consideration for exemption of payment of property tax by this University on the following grounds.

The WB National University of Juridical Sciences is known as one of the top most National Universities of eminence among all Law Universities of India who is discharging the noble duty by imparting legal education to the students studying here from all parts of India and abroad. The basic objective of imparting legal education by the University is achieving the goal towards social justice in social cause.

Keeping our objective in view, you are requested to treat this University as an Institute of social importance in the field of legal education and therefore extend the benefit for availment of exemption in payment of property Tax by the University hereinafter.

In this connection, it may be mentioned that Rs. 138538 (@Rs 69269.00 per quarter) have been deposited as property Tax for the quarter (April - June, 2007-08 and July - September, 2007-08) (copy enclosed) and the same may be refunded upon exempting WBNUJS from tax bracket. We hope that WBNUJS shall receive magnanimity of the municipal authority and the merit of WBNUJS cause would be considered as payment of tax would ultimately burden the student of the University.

Awaiting your reply at the earliest.

Yours faithfully,

Prof. (Dr.) D. Mukhopadhyay  
Registrar

Enclosed - As above.



The WB National University of Juridical Science  
NUJS BHAVAN 12 LB Block Salt Lake City Kolkata 7000  
Phones 2335-0534/7379/0500/0765 Fax 2335-7422  
Gram JURVARSITY E-mail nujs@cal3.vsnl.net.in

*Shri Susil Kumar Pal*  
Registrar

NUJS/BMC/Property Tax/2004/2

16 August 2004

To  
The Chairman,  
Bidhannagar Municipality,  
FD - 145A, Sector - III,  
Salt Lake City,  
Kolkata - 700106.

*Sub: Property Tax of NUJS Campus.*

Sir,

Kindly refer to the letter no. 1897 Ast A & C dated 06/08/04 on the above subject.

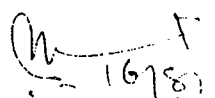
From the letter, it appears that the Municipality has assessed the quarterly Holding Tax of this University building at Rs. 3,790.40 for the Qtr. 1/2002 and Rs. 25,520.20 for the Qtr. 2/2002 and onwards.

In this connection, Sir, I request you to kindly recall our discussion in this regard some two months back in presence of the Vice-Chairman and the Accounts Officer in which you were pleased to instruct the Accounts Officer to waive the Holding Tax of this University and to realize other charges only, namely Garbage Charge, Water Charge and Sewerage Charge. You were also pleased to instruct the Vice-Chairman to do the needful in this regard. But contrary to that, Holding Tax has also been included in the notice under reference and this has confused us, Sir, as I explained to you that day. Yours is a self-supporting University and we do not receive any grant from any quarter for our day-to-day maintenance. It would be really very difficult for the University to bear such large expenditure of recurring nature after meeting our bare minimum necessities.

I would accordingly request you, Sir, to reconsider the case and issue necessary instruction to the concerned authorities to revise and re-issue the notice fixing quarterly Assessment Tax of this University building as per our last discussion.

Thanking you,

Yours faithfully,

  
16/8/04  
Mr. Susil Kr. Pal  
Registrar

CC: The S. D. O., Bidhannagar & Executive Officer, Bidhannagar Municipality



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

15 March 2004

NUJS/BMC/Property Tax/2004/1

To  
The Chairman,  
Bidhannagar Municipality,  
PO - 145A, Sector - III,  
Salt Lake City,  
Kolkata - 700106.

**Sub: Property Tax of NUJS Campus.**

Sir

Kindly refer to your Notice No. 3939 dtd. 17/12/02 issued U/S 111 (2) of the West Bengal Municipal Act 1993, assessing the valuation of the University Campus and fixing quarterly holding tax thereof.

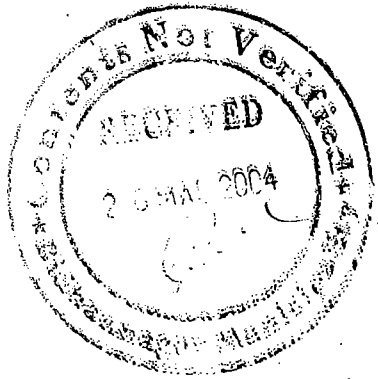
In this connection I have to state that said notice, though issued on 17/12/2002 was never received by us. A photocopy of the notice was however obtained, by personal contact on 02/12/2003. As such we had no opportunity to file an application for review before the board of Councillors within the period stipulated Under Sub-Section (4) of Section (111). We were thus deprived of the right of filing objection to the said assessment provided under the Act. Moreover from the notice, it appears that the annual value of the University Campus was assessed as Rs. 1,44,395 (One lakh, forty four thousand, three hundred and ninety five) for the 1<sup>st</sup> Quarter of 2002, which was revised to Rs. 19,41,25 (Nineteen Lakhs, Forty four Thousand, Three Hundred and Twenty Five) w.e.f. 2<sup>nd</sup> Quarter 2002. We are not aware of the basis on which, such drastic upward revision of the annual value of the property was made. To our opinion, it was done arbitrarily without giving us a chance of ~~hearing~~ <sup>being</sup> for such abrupt increase in the holding tax.

The West Bengal National University of Juridical Sciences, as you know was set up under the WBNUJS Act, 1999, (a State Act) with the sole object to advance and disseminate learning and knowledge of Law and Legal Processes in this State and there role in national development. It is absolutely a non-profiterring and non-commercial Institution. With in the short period of its existence the University has established itself as a Centre of Excellence in Higher Education in Law which is a matter of satisfaction for everyone of us in this State. Though the State Government has assured to meet the expenditure on construction of University Buildings, the liability for huge recurring expenditure lies absolutely with the University. The University is finding it extremely difficult to meet its both ends with its present revenue earnings

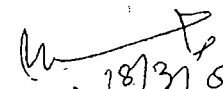


In the above background, the Executive Council of the University in its Meeting dated 28.02.2004, resolved to approach you with a request for reviewing your decision regarding assessment of tax on our University Buildings and to exempt us from paying the same like other educational institutions of this locality, viz., NIFT, Institute of Leather Technology and the West Bengal University of Technology. As required under the provisions of Sub-Section (5) of Sec (11 i) of West Bengal Municipal Act, 1993, I enclose a cheque for Rs. 3790.40 (Three Thousand Seven Hundred Ninety and Forty paise only) being the Municipal Tax assessed for the 1<sup>st</sup> Quarter of 2002.

I hope you would consider our case sympathetically and favour us with a positive reply as prayed for.



001725

  
18/3/04  
Mr. Susil Kr. Pal  
Registrar