

NATIONAL LAW UNIVERSITY, ASSAM



NATIONAL LAW UNIVERSITY, ASSAM FINANCIAL REGULATIONS

February, 2015

NATIONAL LAW UNIVERSITY, ASSAM FINANCIAL REGULATIONS

*To establish financial systems and to regulate the financial affairs
of the University and matters incidental thereto.*

CHAPTER – I General Provisions

- I.1. Name of the Regulations :** These Regulations may be called the 'National Law University, Assam Financial Regulations'.
- I.2. Application :** These Regulations shall be followed by all Departments / Centres / Units / Offices etc. in conducting all the academic and administrative activities of the University.
The Regulations shall come into force with immediate effect once notified under the authority of the Executive Council. These Regulations shall supersede all the existing Regulations on the concerned subjects.
- I.3. Jurisdiction and upkeep of Records :** All records, vouchers, books of accounts, and other documents are to be maintained by the University at its Head Quarter.
- I.4. Interpretations :** Unless the context otherwise requires, the following terms in the Regulations shall be interpreted as follows:
'*Accounts*' means and includes Books of Accounts of the University and all its Departments, Centres, Units and Offices etc.
'*A.G. Audit*' means Audit undertaken by the Accountant General's Office, Government of India.
'*Annual Account*' means Annual Accounts mentioned in the Act of National Law University and Judicial Academy, Assam Act, 2009 and includes Receipts and Payments Accounts; Income and Expenditure Accounts; Statement of affairs; and the University Fund Accounts.
'*Audit*' means statutory audit by a reputed firm of Chartered Accountants appointed by the Executive Council.
'*Books of Accounts*' means and includes all books of primary entries and Books of Accounts, i.e., Journals, Day Books, Ledgers and includes records of cash transaction, assets and liabilities, inventories, personal accounts and the University Funds.
'*Executive Council*' means the Executive Council of the University under Section 11 of the National Law University and Judicial Academy, Assam Act, 2009.
'*Finance Committee*' means the Finance Committee of the University under Section 15 of the National Law University and Judicial Academy, Assam Act, 2009.
'*Finance Officer*' means the Finance Officer of the University who is responsible for maintaining the financial records of the University.
'*General Council*' means the General Council of the University under Section 9 of the National Law University and Judicial Academy, Assam Act, 2009.
'*Notified*' means notified by the University on its website and in any other method as may be directed by the Executive Council or the Vice-Chancellor.

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'Registrar' means Registrar of the University and includes any officer who discharges the functions of a Registrar or any of the function either under the authority reposed by the Executive Council or the Vice-Chancellor or so delegated by the Registrar, as the case may be.

'Regulations' means the National Law University, Assam Financial Regulations.

'State Audit' means the Audit undertaken by the State Government.

'University' means National Law University and Judicial Academy, Assam.

'Vice-Chancellor' means the Vice-Chancellor of the University under Section 17 of the National Law University and Judicial Academy, Assam Act, 2009.

CHAPTER - II Funds of the University

II.1. Authorized Officer for receiving funds : All sums received on account of the University shall be received in the name of the Registrar and shall be forthwith sent by him to the bank(s) for credit to the accounts concerned. Thereafter, all receipts for the money received shall be signed by the Finance Officer on behalf of the Registrar.

II.2. Capital Receipts : All receipts from grants, endowments and donations shall be deposited in the Capital Fund of the University, which are to be kept in a scheduled bank under suitable heads of account and shall be used only for the purposes for which the Executive Council or the Vice-Chancellor has accorded prior sanction. The Accounts shall be opened in the name of the University. The Registrar shall be competent to open the bank accounts under the following distinct heads :

- (a) Current Account;
- (b) Saving Bank Account;
- (c) Special Endowed Trusts;
- (d) General Endowment Fund Accounts; and
- (e) under such other 'heads' as may be required from time to time and approved by the Executive Council.

No *inter se* transfer shall be made from accounts (c), (d) and (e) to any other head without the prior permission of the Vice-Chancellor.

Provided that the Vice-Chancellor in the event of immediate need, in exercise of his special powers, may use such amount for the purpose for which funds were not made available and shall place the matter before the ensuing meeting of the Executive Council for ratification.

II.3. Revenue Receipts : All revenue receipts from the students on account of collection of tuition fee and other fee charged including penalty, fine and interest accrued by the University from time to time shall be kept in the University fund and kept in bank accounts in scheduled bank(s) under suitable heads of account.

II.4. Mode of Receipts : (i) All receipts to the University are to be collected by the University by way of demand drafts/bank transfers/bank deposits as far as practicable.

Provided that the same can directly be paid to the University account under an appropriate head and the bank shall communicate such information to the University next working day.

(ii) Generally, no cash shall be received by the University. In exceptional cases wherever cash received it shall be deposited in the bank on the same day. If it is a bank holiday or if the cash is received after the bank business hours, it shall be deposited on the next working day.





II.5. Revenue Payments : The Vice-Chancellor may authorize the Registrar to incur expenditure on revenue heads within the prescribed limits prescribed by the budget.

II.6. Verification of Bills : All bills shall be checked by the Accountant / Superintendent to whom such duty is assigned; and verified as correct by the Finance Officer and then signed by the Registrar. When the sanction of the Vice-Chancellor is required for the payment of any bill, the Registrar shall obtain such sanction before the payment is made and shall endorse a reference to the order in question on the bill.

II.7. Sanction of Advance : To meet required expenditure, the Registrar may sanction advances up to Rs. 25,000/- (Rupees Twenty Five Thousand Only) against the budget provision; and the Vice-Chancellor shall be the sanctioning authority for advances above Rs. 25,000/- (Rupees Twenty Five Thousand Only). The Heads of Centre may obtain advances as per their requirement after obtaining the sanction of the competent authority.

II.8. Adjustment of Advances : The Registrar shall be competent to approve adjustment of the advances. The person holding the advance shall be responsible for its judicious spending and submitting the adjustment account within one month of the completion of the event or purpose for which such advance has been sanctioned. The concerned Accountant/ Superintendent and the Finance Officer shall be jointly responsible for adjusting the amount of the advance.

II.9. Operation of Bank Accounts : Payments shall be made by crossed cheques signed by the Finance Officer and the Registrar up to an amount of Rs. 5,00,000/- (Rupees Five Lakh only) and payments above Rs. 5,00,000/- (Rupees Five Lakh only) shall be signed by the Finance Officer, the Registrar and the Vice-Chancellor.

II.10. Statutory Payments : All statutory payments like Employees Provident Fund, Professional Tax, Tax Deduction at Source (TDS) etc., shall be paid within the time prescribed by the respective Acts and necessary returns shall be filed on time. The member of the staff who is allotted this duty shall be held solely responsible for any delay in the deposits of the aforesaid payments or filing of returns.

II.11. Salary Register : Computerized pay slip / record shall contain the following forms or such other forms as may be directed by the Vice-Chancellor :

1. Sl. No.
2. Name and Designation
3. Pay and Scale of Pay
4. AGP
5. D.A.
6. H.R.A.
7. C.C.A.
8. TA and DA on TA
9. Other Allowances, if any
10. Total Gross Salary
11. Income Tax
12. Provident Fund
13. Recoveries (others)

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14. Professional Tax
15. Total Recoveries
16. Net Salary
17. Any other head as may be required from time to time for purposes of keeping accounts and as approved by the Vice-Chancellor.

II.12. Authentication of Expenditure : All vouchers for expenses shall be signed by the Finance Officer and approved by the Registrar before the expenses are incurred.

II.13. Mode of Payment : All payments above Rs.10,000/- (Rupees Ten Thousand only) shall ordinarily be made by crossed cheques or draft. Payment of taxes/others to Government Department / Moot and Seminar Registration can be made by way of online transfer after the approval of the Registrar and / or the Vice-Chancellor.

14. Imprest Account : There shall be a separate account for meeting all contingency expenses for day-to-day administration of the University, which shall be by imprest amount limited to Rs. 50,000/- (Rupees Fifty Thousand only) for a period of a fortnight and the Registrar may authorize an Official of the University to spend cash not exceeding Rs. 2,000/- (Rupees Two Thousand only) per voucher out of that account. The Official shall take prior approval of the Registrar for such expenditure. An amount of Rs. 5,000/- (Rupees Five Thousand only) imprest may be kept by each office of the university. The imprest amount shall be recouped with the approval of the Registrar.

II.15. Authentication of Accounts : The accounts shall be authenticated as follows :

- (a) The cash balances must be closed every day and signed by the Finance Officer, which shall be checked and verified by the Registrar weekly.
- (b) All books of accounts should be balanced at the end of every month, which shall be verified and signed by the Registrar.
- (c) On-going communication expenses shall be verified on the day-to-day basis by the Finance Officer on vouchers passed by the Registrar.

CHAPTER – III Corpus Fund

III.1. Corpus Fund : A Corpus Fund shall be created to enable the University to eventually become financially self-supporting to at least meet its recurring expenses. Such Fund shall be created out of the savings made by the University and the contributions/ donations etc. received by the University.

III.2. Investment of Corpus Fund : The corpus fund shall be invested in fixed deposit in the scheduled bank(s) so as to earn optimum interest. The sanctity of the amount put in corpus fund shall be preserved and such money shall not be spent.

III.3. Utilization of Interest : The interest earned on corpus fund may however be used for capital or maintenance expenditure with the approval of Finance Committee and Executive Council. The surplus amount, if any, may be reinvested in the Corpus Fund.


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III.4. Maintenance of Accounts : Separate cash book shall be maintained for the corpus fund account, which shall be duly audited. Statement of accounts of every financial year shall be placed before the Finance Committee, the Executive Council and the General Council along with the Budget Proposals.

CHAPTER – IV **Properties and Assets of the University**

IV.1. Properties and Assets : All properties and assets of the University including documents, digital signatures, securities and other important deeds and documents shall stand in the name of National Law University and Judicial Academy, Assam and be held in trust by the Registrar under the supervision of the Vice-Chancellor.

IV.2. Property Register : Property Register shall be completed by incorporating details regarding additions, sales and depreciation. Similarly, the Accession Register in respect of books be kept and necessary entries be made in respect of loss/damage etc. at periodic physical verification by competent authority appointed by the Vice-Chancellor. Identification marks shall be provided on the books purchased and other fixed assets of the University.

CHAPTER – V **Donations / Endowments**

V.1. Authorization of Receiving Endowments : The Vice-Chancellor may receive donations or endowments for and on behalf of the University from Corporate Sector Indian and Foreign, Public at large and such other bodies as are specially constituted for that purpose or specific purpose but without any other conditionality.

Provided that in the event of any condition from funding agency/institution/person, the matter shall be placed before the Executive Council.

Provided further that the use of the name of the funding agency / institution / person attached to the object shall not be considered as condition.

Provided further that such funds shall be made available on entering into a formal Memorandum of Understanding, which shall be signed by the Registrar.

CHAPTER – VI **Accounting System**

VI.1. Financial Year : The Annual accounting period for the University shall be between April 1 and March 31.

VI.2. System of Accounting : The Account shall be kept on double entry system in English on cash basis. All monies received and spent shall be immediately brought into account in the University Cash Book.

VI.3. Books of Account to be Maintained : The University shall maintain the following books, in English, of accounts either manually or computerized or if feasible in both forms:

- (a) Cash book to record cash transactions;
- (b) Books for recording assets and liabilities including Register for inventories;

- (c) Books for recording fees to be collected from the students on various heads of accounts;
- (d) Salary records for the faculty members and the administrative staff;
- (e) Appropriate day book necessary for credit transactions;
- (f) Ledger containing accounts;
- (g) Register for Investment;
- (h) Central Stock Register;
- (i) Asset Register;
- (j) Provident Fund Register; and
- (k) Any other book of accounts as required from time to time and approved by the Vice-Chancellor.

VI.4. Person in-charge of the Accounting Section Responsible for keeping the Books of Accounts : The Finance Officer of the University would be the Head of the Department of Finance and Accounts, and shall under the supervision of the Registrar be responsible for keeping the books of accounts and financial records.

VI.5. Annual Accounts : (i) Annual accounts shall be prepared by the Finance Officer immediately on closure of the Financial year, who will then arrange for the audit of such accounts. Such annual audited Financial Accounts and Annual Report shall be signed by the Finance Officer, the Registrar and the Vice-Chancellor within 60 days from the completion of the financial year and shall be placed in the ensuing Finance Committee and the Executive Council meetings for approval and recommendation of the same to the General Council.

(ii) The annual audited accounts and annual report shall be placed before the General Council for approval.

Explanation : The annual account shall comprise of the annual receipts and payments account; income and expenditure account; and statement of assets and liabilities.

VI.6. Books of Accounts : The books of Accounts and Registers shall be computerized and paged on the first and the title page and the number of pages of the book or Register shall be noted and signed by the Finance Officer and the Registrar.

VI.7. Receipt Forms : Receipt forms shall be numbered consequently and bound into books of 100 forms each. On the front page of each book shall be entered first and last number of the receipts in that book. Receipts shall be in duplicate. The first shall be given to the payer and the carbon copy shall be retained in the books. Receipt shall be signed by the Finance Officer or such other person duly authorized by the Vice-Chancellor.

VI.8. Bills : The Accountant / Finance Officer shall examine the bills presented for payment and upon being satisfied that the claim is admissible, shall make the requisite payment after obtaining the authorization of the Registrar / the Vice-Chancellor. The entry in the Cash Book shall show whether the payment is made in cash or by cheque. The bills and the relevant receipts shall be tagged together and shall be numbered consecutively for the year as payment voucher.

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VI.9. Receipt : All money received and spent shall be immediately brought into computerized accounts in the Cash Book and the ledger.

VI.10. Audit : (a) Statutory Auditor : The Executive Council shall appoint an independent practicing Chartered Accountant to audit the accounts of the University on annual basis, on such terms and conditions as may be stipulated by the Executive Council and mutually agreed upon between the auditor and the University.

(b) Duties of the Statutory Auditor : It shall be duty of the auditor (Chartered Accountant) to prepare an Annual Audit Report of such accounts of the University certifying that :

- (i) the accounts of the University are properly kept;
- (ii) the state of balance shown therein agrees with the bank accounts;
- (iii) all payments are supported by the proper documents and that they are under the proper sanction;
- (iv) all receipts and payments are properly classified; and
- (v) all legal requirements are complied with.

VI.11. Internal Auditor : The Vice-Chancellor may constitute an Internal Audit Committee consisting of the University employees. Subject to the availability of resources, the University may also employ a whole time Assistant Audit Officer for conducting such Internal Audit or engage a Chartered Accountant as Internal Auditor.

VI.12. Remarks of the Auditor in the Annual Accounts : The Finance Officer shall prepare, in consultation with the Registrar, explanations on remarks made by the auditor in the annual accounts and place the same before the Finance Committee and the Executive Council.

CHAPTER – VII Books of Accounts

VII.1. Maintenance of Registers :

The following Registers shall be maintained :

1. Cash Book
2. Ledger
3. Fixed Deposit Register
4. Fixed Asset Register
5. Stock Register
6. Purchase Register
7. Maintenance of quarters Register
8. Asset Register
9. Advance to staff Register
10. Advance to students Register
11. Advance to others Register
12. Loans to staff Register
13. State Government Grant Register
14. UGC Grant Register
15. Gold Medals Endowment Register
16. Endowment lecture Register





17. Students welfare fund Register
18. TA/DA Register
19. LTC Register
20. Budget Control Register
21. EMD Register
22. Security Deposit Register
23. Measurement books (M. Book)
24. Any other Register as desired by the Vice-Chancellor from time to time.

VII.2. Retention of Vouchers : All vouchers in support of the items of expenditure shall be retained for a period of five years. More than five years old vouchers may, with the sanction of the Vice-Chancellor, be destroyed.
Provided that all accounts or documents relating to trust, donations, and subscriptions shall be retained, and provided that these are not required in any court case or enquiry matters.

CHAPTER - VIII Budget

VIII.1. Approval of Budget Estimates : The Budget Estimates, recommended by the Finance Committee, shall be considered and approved by the Executive Council and the General Council of the University not later than 31st March of each year.

VIII.2. Basis of Budget Estimates : In the Budget Estimates, credit shall be taken for the amount of interests and profits of the General Endowment Fund, the amount of the Government Grant, subscription and donations received from the sources during the previous two years, excluding from this average of any subscriptions given for investments of exceptionally large amount and for income from fees calculated on the bills of the actual income of the two previous years, revised figures for the current year and the expected estimates for the budget year in the same way.

VIII.3. Budget Heads : The Budget shall contain the various 'heads' under which the expenditure is sanctioned.

VIII.4. Re-appropriation of Funds : The Vice-Chancellor may sanction re-appropriation of the amount provided in one or more 'sub-heads' to the other 'sub-heads' out of the provision made for a particular Head.

VIII.5. Investments : The Vice-Chancellor may order that any un-invested balance at the credit of any particular trust or trusts or of any other University Account shall be invested in Government securities or in fixed deposit for the benefits of the account concerned.

CHAPTER - IX Purchase of Goods

IX.1. Definition of Goods : The term 'goods' includes all articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, etc., purchased or otherwise acquired for the use of the University but excludes books, publications, electronic data bases, periodicals, etc. for a library.





IX.2. Indent : Every purchase case shall be initiated on receipt of a written requirement / requisition, with detailed specification.

IX.3. Purchase of Goods without Quotation :

- (a) Goods up to the value of Rs.50,000/- (Rupees Fifty Thousand Only) on each occasion can be purchased from reliable supplier with a certificate from the Registrar which states that :
'I am personally satisfied that the goods purchased are of requisite quality and specification and have been purchased from a reliable supplier at reasonable price'.
- (b) In exceptional circumstances, goods of value from Rs. 50,001/- up to Rs.1,00,000/- on each occasion can be purchased with the prior approval of the Vice-Chancellor;
- (c) Similarly, goods may be purchased from reputed Malls / Stores of reputed brands such as Godrej, Bombay Dyeing, Raymond, Philips, Sunflame, Kenwood, Nokia, Samsung, L.G., Sony, Richard Murphy, Blackberry, DELL, Apple, HP, Lenovo etc.;
- (d) Purchases made on the spot selected by a Committee consisting of Senior Officers/ Accounts Officer appointed by the Vice-Chancellor;
- (e) Purchases made from the authorized dealers of the specific brands at the rates fixed by their principals; and
- (f) Purchases made from the Government Departments' store or from the Institutions patronized by the Government, e.g., the Central Jail, the Government Emporium, the Work Centres, Co-operative Stores, etc.

IX.4. Purchase of Goods with Quotation : (a) Goods valuing above Rs. 1,00,001/- up to Rs. 5,00,000/- may be purchased on recommendation of a Purchase Committee consisting of three faculty members and one member from the Accounts Section. At least three sealed quotations are to be invited before any purchase is made.

- (b) The sealed quotations are to be opened before the Purchase Committee and a comparative analysis of rates is to be done. The Committee shall ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier.
- (c) Before recommending placement of purchase order, the members of the Committee shall jointly record the following certificate :-
'Certified that we the members of the Purchase Committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite quality and specifications and reasonably priced and the supplier recommended is reliable and competent to supply the goods in question'.
Provided that the larger purchases shall not be split in smaller lots so as to qualify under direct purchase.

IX.5. Purchase by Tender / Quotation : (i) A Committee of five members (three Faculty members, one member from Accounts Section and a Technical Person) may be constituted for drafting the limited/advertised tender. The same Committee will open the bids and give recommendations on the basis of comparative statement.

- (ii) Limited tender enquiry is to be made for goods worth more than Rs. 5,00,001/ Tender document/quotation letter to be sent by speed post/registered post to suppliers. Publicity by advertising in classified column of one newspaper (English / Assamese) and web based publicity may also be given for limited

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tender enquiry. Sufficient time normally 21 days shall be allowed for submission of bids. In exceptional cases, time duration may be less than three weeks.

- (iii) Advertised tender enquiry above Rs. 8,00,000/- by publication of 'Tender Advertisement' in at least one national daily having wide circulation. Tender is also required to be published on the website. If downloading bidding document is priced, clear instructions be given to attach demand draft along with the bid. Website address be given in advertisements. 21 days minimum time be given from the date of publication or availability of tender documents, whichever is later. In exceptional cases, time duration may be less than three weeks.
- (iv) In emergency situations the Vice-Chancellor for reasons to be recorded in writing may take any decision he deems fit.

IX.6. Two Bid System : In the case of open / advertised tender, the bid shall be obtained in two parts :

- (a) Technical bid consisting of all technical details along with commercial terms and conditions; and
- (b) Financial bid indicating item wise price for the items mentioned in technical bid.

It may be clarified in the tender that the technical bid and commercial bid shall be sealed by the bidder in separate covers duly superscribed and both these covers are to be put in a bigger cover which shall also be sealed and duly superscribed. The technical bids are to be opened at the first stage and financial bids of only the technically acceptable offers evaluated by a competent Committee or authority shall be opened for further evaluation. The Purchase Committee constituted for the purchase shall evaluate the technical bids.

Two bid systems may be followed in limited tender in cases where purchase is of plant, machinery of a complex and technical nature and in the cases of contracts. The Purchase Committee constituted for the purpose shall decide this before initiating the purchase.

IX.7. Late Bids : In the case of advertised tender enquiry (open tender) or limited tender enquiry, late bids (i.e., bids received after the date and time for receipt of bids) shall not be considered.

IX.8. Single Tender Enquiry : In case of procurement from single source or items of proprietary nature the following documents be attached :

- (a) Latest proprietary article certificate from the manufacturer in original or notarized in the following format :
"This is to certify that (Name of product) is / are our proprietary product and manufactured only by us".
- (b) Sole authorized distributor certificate from the manufacturer in original or notarized in cases where manufacturer is not supplying the product directly but through a distributor.
- (c) A certificate from the supplier that the item has not been sold at price lower than that quoted to PEC during that financial year. Reasonableness of price may be ensured in single tender purchase.
- (d) Proprietary article certificate is to be given by the concerned Proprietor in the





following format :

- (i) The indented goods are manufactured by (Name of the Company / Brand); and
- (ii) No other make or model is acceptable for the following reasons (to be given).

IX.9. Procurement of Items with DGS&D Rates : Items available under Director General of Supplies and Disposals (DGS&D) Rate contract can be procured without quotation and tender at the prices mentioned in the Rate Contract but the supply order shall be placed at the address specified in the Contract or to any authorized dealer or channel partner certified by the Original Equipment Manufacturer.

IX.10. Bid Security : Earnest money of 2% of the estimated value to be taken from the prospective bidders in case of limited / advertised tender in the form of Account Payee Demand Draft / Bankers Cheque. Suppliers registered with Director General of Supplies and Disposals (DGS&D), National Small Industries Corporation (NSIC), Government approved sources are exempted. Tender without EMD shall be considered unresponsive and rejected.

IX.11. Performance Security : For contracts above value of Rs. 5,00,000/- (Rupees Five Lakh only), performance security of 5% of the value of the contract to be obtained from the successful bidder awarded the contract in the form of Account Payee Demand Draft. Performance security is to be forfeited and credited to the account of the university in the event of breach of contractual obligation by the supplier, in terms of relevant contract.

IX.12. Advance Payment to Supplier : Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies made. Advance payments may be permitted, wherever necessary, in situations such as :

- (a) maintenance contracts for servicing of Air Conditioners, Computers, other costly equipments, etc.
- (b) fabrication contracts, turnkey contracts etc.
- (c) however, such advance payments shall not exceed the following limits :
 - (i) thirty percent of the contract value to private firms;
 - (ii) forty per cent of the contract value to a State or Central government agency or a Public Sector Undertaking;
 - (iii) in case of maintenance contract, the amount shall not exceed the amount payable for six months under the contract; and
 - (iv) in a situation where the service provider accepts work order only with the full payment, order may be placed only with the prior approval of the Vice-Chancellor.

IX.13. Placement of Supply Order : After obtaining necessary approval / financial sanction of the Vice-Chancellor / Registrar supply order shall be placed with the recommended firm giving reference number and date of their quotation. It shall be clearly mentioned in the supply order that the items shall be supplied strictly on the terms and conditions of the tender / limited tender. Following are some standard terms and conditions for limited / open tender:

- (1) Contents of bidding document : All terms, conditions, stipulations and information to be incorporated in the bidding document are to be shown in the appropriate chapters as below :





- (a) Chapter-I : Instructions to Bidders.
 - (b) Chapter-II : Conditions of Contract.
 - (c) Chapter-III : Schedule of Requirements.
 - (d) Chapter-IV : Specifications and allied Technical details.
 - (e) Chapter-V : Price Schedule (to be utilized by the bidders for quoting their prices)
 - (f) Chapter-VI : Contract / Agreement form, if applicable.
 - (g) Chapter-VII: Other Standard Forms, if any, to be utilized by the purchaser and the bidders.
- (2) The text of the bidding document shall be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, shall be clearly spelt out in the bidding document in simple language.
 - (3) The bidding document shall contain the criteria for eligibility and qualifications to be met out by the bidders such as minimum level of experience, past performance. Technical capability, manufacturing facilities and financial position etc.
 - (4) The bidding document shall also contain the procedure as well as the date, time and place for sending the bids; date, time and place of opening the bids.
 - (5) Suitable provision for settlement of disputes, if any, emanating from the resultant contract, shall be kept in the bidding document.
 - (6) The bidding document shall indicate clearly that the resultant contract will be interpreted under Indian Laws.
 - (7) The specifications of the required goods shall be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specifications to the extent feasible shall be broad based. Efforts shall be made to use standard specifications which are widely known in the industry.
 - (8) Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
 - (9) The requirement of bid security (EMD) with the tender and performance security after placing the order / contract may be clearly spelt in the tender. In case of two bid system, the requirements / documents to be enclosed in technical and financial bid may be specified.
 - (10) The provision for claiming liquidated damages in case of delay in supplies and performance may also be made in the tender document.
 - (11) The terms of delivery indicating the delivery point from where the purchaser is to receive/collect the goods may be specified and it can have direct bearing on the quoted prices.
 - (12) The clause of insurance of goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery may be mentioned in the tender.

IX.14. Provisions in Tender Document : (i) In Open / Advertised tender which relate to a turnkey contract or contract of special nature to purchase sophisticated and costly equipment, a suitable provision is to be kept in the tender enquiry document for pre-bid conference for clarifying issues and clearing doubts, if any, about the

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specification and other allied technical details of plant, equipment and machinery projected in the tender document. The date, time and place of the pre-bid conference shall be indicated in the tender enquiry document for information of interested tenderers. This date shall be sufficiently ahead of tender opening date.

(ii) There shall be suitable provision in the terms and conditions of the tender for claiming liquidated damages of appropriate amount from the supplier to take care of delays in supplies and performance, for which the supplier is responsible. Depending upon the nature and the make of the goods to be ordered and the urgency of requirement, specific percentage, normally 0.5% per week of the delivered price of the delayed goods / services, is to be incorporated in the contract terms.

IX.15. Maintenance of Purchase Records : Purchase file shall be properly page numbered and papers shall be arranged in chronological order (date wise).

IX.16. Competent Authority for Sanction of Expenditure : Every expenditure shall be incurred only when the same has been sanctioned by a competent authority. A sanction order will have to be attached with final voucher indicating the amount in words and figures, Heads of Accounts, financial year and purpose. The competent authority for sanction will be the Vice-Chancellor / the Registrar / the Accounts Officer.

- (1) **Rate Contract :** Based on the requirements identified by the Stores and Purchase Section, the University may enter into rate contract arrangement with one or more than one sellers for a specified period. The details of such arrangement shall be negotiated by the Purchase Committee. However, the items available on valid Rate Contract of DGS&D can be procured by placing direct order on the firm.
- (2) **Repeat Order :** When a purchase is to be made for an identical item for which purchase was made within 365 days, a repeat order for item may be placed after ensuring that there is no significant reduction in the market price of the item.
- (3) **Purchase Under Buy Back System :** When it is decided with the approval of the competent authority to replace the existing old item(s) with a new and better version of the same, the university may trade the existing old item while purchasing the new ones. For this purpose, a suitable clause is to be incorporated in the tender documents so that the prospective and interested bidders offer their quotations accordingly. Depending on the value and conditions of the old item to be traded the items as well as the mode of handing over of old item to the successful bidder shall be decided and the relevant details in this regard suitably incorporated in the tender documents. Suitable provisions shall also be made in the tender documents so as to enable the purchaser either to trade or not to trade the item while purchasing the new one.

Concession on taxes and levies such as Excise Duty, Custom Duty and Sales Tax by the State / Central Government for the procurement of any item for an R&D institution must be availed. The Officer in charge of Stores and Purchase Section shall issue the required declaration /

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certificate to this effect to the seller and shall also furnish the required report to the Government agency wherever required.

IX.17. Foreign Purchase : The procedure outlined for the indigenous purchase shall be allowed for the procurement of items through import. However, the following shall be applicable for the import orders :

- (1) Any category of stores can be purchased from foreign suppliers following Open General License (OGL) list. The other items will be subject to the restrictions on imports as imposed by the Government of India from time to time.
- (2) The provision of exemption in custom duty must be availed and necessary certificate will be issued along with the purchase order.
- (3) The import of the items shall normally be made directly from the foreign principals. In the event if purchase is made through the Indian agent of the foreign supplier, the documentary evidence for the company shall be obtained from the Indian agent that they are authorized to sell the item on behalf of the foreign principals. Any agency commission which shall be payable to the Indian agent will be paid in Indian rupees.
- (4) It must be ensured that the imported items do not fall under the restricted / negative / abandoned category.
- (5) The request for quotation for items to be procured through import may be sent through email in addition to registered post / speed post / courier / fax.
- (6) Payment for import shall normally be made through a Letter of Credit. However, payment can also be made by a Demand Draft.
- (7) The terms of shipment shall be on (Free on Board) FOB price of that country. However, Cost Insurance and Freight (CIF) price may be accepted as a special case on case to case basis depending on the situation. The University will be responsible for placing orders, opening / amending Letter of Credit, insurance, clearance of transportation of goods etc. They will also take remedial actions for short supply / damage to the consignment etc.
- (8) Wherever required, the University shall avail the service of clearing / consolidation agent for foreign consignment arriving by air / sea.
- (9) The University shall maintain import purchase orders register for the centre. The Vice-Chancellor may at his discretion, permit deviation from any of the provision of the purchase procedure; if he is satisfied that such deviation is in the interest of the University.

IX.18. Annual Maintenance Contract

- (1) Depending on cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contracts for a suitable period either with the supplier of the goods or with any other competent firm not necessarily the supplier of the subject goods. Such maintenance contracts are specially needed for sophisticated and costly equipment or machinery which is supposed to be maintained free of charge by the supplier during its warranty period or such other extended periods as the terms of contract may provide for. The paid maintenance shall commence only thereafter.

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- (2) The annual maintenance contract, repair contract, repair work from the manufacturer / manufacturer's authorized supplier, in respect of various equipment in the department, may be entered into by the competent authority for maximum of 10% of the equipment cost or Rs.1,00,000/- (Rupees One Lakh only) whichever is less.
- (3) In all other cases, quotations will be invited and normal purchase regulations shall be adhered to.
- (4) In case of renewal of the Annual Maintenance Contract, the following points may be taken care of while sending the proposal for renewal of Annual Maintenance Contract:
 - (a) Annual Maintenance Contract shall be from a prospective date. In order to ensure this, the competent authority shall be required to initiate action for renewal of Annual Maintenance Contract at least 90 days before the expiry of previous Annual Maintenance Contract;
 - (b) In case of renewal, the service report / log book (in case of Photocopier) shall be sent along with the proposal;
 - (c) In case of any increase in the Annual Maintenance Contract cost when compared to previous Annual Maintenance Contract, necessary justification for such increase in price may be obtained from the firm and enclosed along with the indent; and
 - (d) An advance shall be paid against bank guarantee, if the amount is more than Rs.1,00,000/- (Rupees One Lakh only).
- (5) An agreement with the third party on behalf of the University, wherever required to be reduced in writing, shall be signed by the Registrar after due approval of the Vice-Chancellor.

CHAPTER – X Pay and Allowances

X.1. Pay and Allowances for Tenure Staff : The University shall have the University Grants Commission (UGC) pay scales for its Tenure / Regular Teaching Faculty and State Government Pay Scales for Lower Management and Office Administrative and the University Administrative Services, as the case may be.

X.2. Pay of the Contract Staff : The Vice-Chancellor may appoint Teaching Faculty and other academic and administrative staff on contract basis on such terms and conditions as may be decided by the Vice-Chancellor.

X.3. Financial Terms of the Visiting Faculty / Scholar- in-Residence : The University may invite visiting faculty with appropriate faculty rank on such terms and conditions as may be decided by the Vice-Chancellor. The Vice-Chancellor may also invite an eminent person / professional / Judge of Supreme Court / Vice-Chancellor for appointment as "Scholar-in-Residence" on mutually agreed terms and conditions which shall not be less than the last drawn salary in case of retired persons.

X.4. Allowances : The tenure faculty and non-teaching staff shall be entitled to House Rent, City Compensatory, T.A., D.A. on T.A., Dearness and other allowances as decided by the Executive Council from time to time.

X.5. Casual Staff : The Registrar may appoint casual staff on the day-to-day basis with the prior approval of the Vice-Chancellor on such terms as may be decided by the Vice-Chancellor.

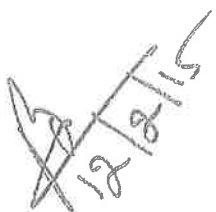
X.6. Temporary Advances : The Vice-Chancellor is authorized to sanction up to Rs. 50,000/- (Rupees Fifty Thousand only) towards Educational / Medical / Laptop / Computer and any emergency Advances to the Teaching and Non-teaching employees and up to Rs. 20,000/- (Rupees Twenty Thousand only) towards Festival Advance to the Non-teaching staff up to the cadre of Superintendent. The advance amount shall be recovered from the salaries of the employees in 10 equal installments.

CHAPTER-XI

Travel Allowance, Daily Allowance and Sitting Fee

XI.1. Members of the General Council, Academic Council, Executive Council and Finance Committee, Planning Board, Vice-Chancellor, Registrar and other Professors :

- (i) They shall be entitled to travel by Air (by economy class) in the case of journeys to attend to the meetings or while on the official tour.
- (ii) If the members are sitting judges of the Supreme Court of India, they are entitled to travel by Air in Executive Class.
- (iii) Vice-Chancellor is entitled to travel in Executive Class and for international travel is entitled to travel in Club Class.
- (iv) They may also travel by AC-I Class by train and claim the actual fares paid by them.
- (v) If a conveyance is not provided to them free of cost, they may also claim the actual conveyance charges spent by them to and from residence to Airport / Railway station and vice-versa.
- (vi) Between the places connected by train, in case they travel by own car or hired conveyance then the actual expenses incurred by them or the train fare equal to AC-I class whichever is less is admissible.
- (vii) Between the places not connected by train, they may travel in their own cars or in hired conveyance in which case they are entitled to either the actual expenses spent by them or mileage allowance at the rate of Rs.14.00 per KM whichever is less (The rate may be modified by the Vice-Chancellor from time to time keeping in view of escalating fuel prices).
- (viii) (a) The members of the authorities (except Vice-Chancellor, Registrar and nominated Professors of the University) shall be treated as University guests and the entire charges towards their lodging, boarding and conveyance shall be met from the University funds in which case the payment of Daily Allowance separately does not arise.
(b) In case of tour of the Vice-Chancellor, he shall be entitled for the payment of Daily Allowance @ Rs.2,000/- per day for halt at any place within the State and for halt outside the State the rate of Daily Allowance shall be Rs.3,000/- per day and for metropolitan cities the Daily Allowance shall be Rs.4,000/- per day.
He may also stay in guest houses/hotels and claim reimbursement of the actual lodging charges on production of actual receipts in support of payment made by him.





- (c) In case of the Registrar and other Professors of the University, they shall be entitled to a payment of Daily Allowance @ Rs. 1,000/- per day for the halts at any place within the State and @ Rs. 2,000/- per day outside the State and for metropolitan cities the Daily Allowance shall be Rs. 3,000/- per day.
They shall also stay in guest houses and hotels and claim reimbursement at the rate of not exceeding Rs. 2,000/- per day in places within the State, Rs. 3,000/- per day at places outside the State and Rs. 4,000/- per day for metropolitan cities on the production of receipts in support of payments made by them.
- (d) They shall also be entitled for the reimbursement of actual taxi charges spent by them.
- (e) Payment of Daily Allowance shall be reduced by 50% if the number of days for which lodging charges are reimbursed by the University.

XI.2. To the members of the Selection Committees and to the persons invited to participate in Seminars / Workshops / Symposia / Resource Persons / Associate Professors/ Assistant Professors and Class-I Officers of the University other than Registrar/ Staff of the University :

- (i) The members of the Selection Committees and the persons invited to participate in Seminars / Workshops / Symposia / Resource Persons / Associate Professors / Assistant Professors and Class-I Officers of the University other than Registrar shall be entitled to travel by Air in the Economy Class.
- (ii) All other staff members of the University are entitled to travel in AC-III / Sleeper Class while on tour. If they travel by bus between the places connected by train or otherwise, either the actual bus fare paid by them or the AC-III / Sleeper Class fare by train would be payable.

**XI.3. Following are eligible for the payment of Daily allowance at the rates indicated below:
For Halts**

	Within the State Rs.	Outside the State Rs.	Delhi, Mumbai Calcutta, Chennai and Bangalore Rs.
(i) Members of the Selection Committee Persons invited to participate in Seminars/ Workshops/Symposium/ Resource persons / Associate Professors/ Assistant Professors Class-I Officers of the University other than Registrar	1,000	1500	2000
(ii) Non-teaching Staff	500	750	1000

XI.4. Following are also entitled for the reimbursement of lodging charges for their stay in Guest Houses or Hotels, subject to the production of original receipts in support of the payment made by them, at not more than the rates indicated below :

	For Halts		
	Within the State	Outside the State	Delhi, Mumbai Calcutta, Chennai
	Rs.	Rs.	Rs.
(i) Members of the Selection Committee Persons invited to participate in Seminars/ Workshops/Symposium/ Resource persons / Associate Professors/ Assistant Professors Class-I Officers of the University other than Registrar	1,000/-	2,000/-	3,000/-
(ii) Non-teaching Staff	750/-	1,000/-	2,000/-

- (a) If the lodging charges are reimbursed to them, their Daily Allowance shall be reduced by 50% for the number of days for which the lodging charges are reimbursed.
- (b) They are eligible for reimbursement of the actual conveyance charges spent by them at their Headquarters or at the camp place to reach the Airport / Railway Station / Bus Stand and place of stay and vice versa.
- (c) The traveling allowance bills of the Teachers, Officers and staff shall require the counter signature of the Registrar before making payment.

XI.5. Regulation of Daily Allowance :

- (i) For purposes of payment of D.A., the total absence from their Headquarters i.e., from the time / date of leaving the Headquarters till the time / date of reaching the Headquarters shall be taken into account.
- (ii) The Daily Allowance shall be regulated as shown below:
 - (a) For the absence of every 24 hrs : D.A. at full rate
 - (b) For the fraction of any absence :
 - (i) If the fraction is 12 hours and more : One full D.A.
 - (ii) If the fraction is 6 hours and more
But less than 12 hours : Half D.A.
 - (iii) If the fraction is less than 6 hours : No D.A.

XI.6. General :

- (i) The journeys shall be performed by the shortest route in cases where the places are connected by more than one route.
- (ii) Traveling allowance, daily allowance, sitting fee and conveyance charges admissible as per these regulations, shall be payable to the members of the various Committees at the time of conclusion of the meeting.
- (iii) In the case of payment of traveling allowance and daily allowance to any individual, who attended to the University work, but not covered by these

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- regulations, the Vice-Chancellor, shall be competent to decide the rate of traveling allowance, daily allowance payable to him / her.
- (iv) The traveling allowance bills shall be preferred within a period of 3 months from the date of completion of the return journey. If they are not claimed within the time limit they shall be rejected.
- (v) In exceptional cases, for reasons to be recorded in writing, the Vice-Chancellor, may relax any of these regulations and grant higher rates of travelling allowance and daily allowance, reimbursement of lodging charges and conveyance charges.

XI.7. Sitting fee for attending Academic Council, Finance Committee, Executive Council, General Council of the University and Selection Committees /Sub-Committee :

- (1) Members of University Bodies : Rs. 6,000/- (Rupees Six Thousand only) including local conveyance allowance.
- (2) Sitting fee for experts in Selection Committees / Sub-Committees: Rs. 5000/- (Rupees Five Thousand only) including conveyance allowance.
- (3) Sitting fee for external members of the Committees / Sub-Committee constituted by the Chancellor / Vice-Chancellor / University Bodies: Rs. 5000/- (Rupees Five Thousand only) including conveyance allowance.

CHAPTER-XII
Medical Reimbursement

- XII.1.** An employee of the university, who has served the university for minimum of one year on contractual and / or tenure basis will be entitled to a maximum payment of Rs.10,000/- (Rupees Ten Thousand only) towards medical expenses. Such claim shall include Medi-claim policy; or naturopathy or other alternative treatment; or other allopathic medical expenses.

Provided that the reimbursement shall be made on submission of the original receipt of the premium paid for medical insurance; or the prescription and bill of the naturopath and the alternative treatment practitioner; or bills along with the prescription by either Chief Medical Officer of a Government Hospital or M.D/M.S. Doctor working in a Reputed Private Hospital or University Doctor.

CHAPTER-XIII
**Research Projects / Consultancy / Training Programmes /
Seminars / Conferences/ Honorarium etc.**

- XIII.1. Research Projects :** Any research project undertaken by the Faculty shall comprise institutional fee of not less than 10% of the sanctioned amount and the funding agencies shall be required to send the funds for utilization through the University. Assets acquired out of these research schemes shall be the property of the University at the end of the Research.

Provided that keeping in view, the importance of the research and the public service rendered by the funding agency, the Vice-Chancellor may approve reduction of the institutional fee and such reduction shall be submitted for ratification to the Executive Council.

XIII.2. Consultancy Services : Members of the Faculty both tenure and non-tenure can provide consultancy services but they are not entitled to establish any separate consultancy centers outside the University. Any consultancy work undertaken by any Faculty member must be communicated to the Vice-Chancellor in writing and should be done with the prior approval of the Vice-Chancellor and all consultancy service charges shall be received through the University. The University shall retain 30% of the Consultancy Fee as Institutional Charges and deduct the TDS as per the stipulations of the Income Tax Act and pay the balance to the concerned Faculty members.

XIII.3. Training Programmes / Seminars / Conferences : Members of the Faculty may undertake organizing Training Programmes / Seminars / Conferences etc. sponsored by various agencies / institutions. The sponsored amount and also the registration fee, if any, by the participants should be received by the University. The University will retain 10% of the amount as Institutional Charges. The travel and other remuneration to the experts and other staff members involved in the programmes shall be made as per the Regulation of the University.

XIII.4. (1) (a) External Resource Person(s) shall be paid honorarium for delivering lectures at the following rates :

- (a) for one hour lecture : Rs. 4,000/- including local conveyance
- (b) for 90 minutes lecture : Rs. 5,000/- including local conveyance
- (c) for two hours lecture : Rs. 7,000/- including local conveyance

(b) Local Resource Person(s) shall be paid honorarium for delivering lectures at the following rates* :

- (a) for one hour lecture : Rs. 1,500/- including conveyance
- (b) for 90 minutes lecture : Rs. 2,250/- including conveyance
- (c) for two hours lecture : Rs. 3,000/- including conveyance

**University teachers would be paid at above rates only after the fulfillment of work load norms of U.G.C. as adopted by the University.*

Prior approval of the Vice-Chancellor should be taken for inviting Resource Persons along with the duration of the lecture(s) and as far as possible local people should be invited to save expenses on accommodation and travel.

(2) Faculty members who in addition to their teaching and research duties are nominated by the Vice-Chancellor as Chairperson of Research Board; Chairperson of P.G. Council; Convener of Academic and /or Examination Committee; and in such positions required to coordinate, supervise and administer the teaching and examination of the doctoral (Ph. D. and M. Phil); Post-graduate (LL.M.); graduate (B.A.,LL.B. (Hons.)) degree programmes and specialized diploma courses respectively would be paid an amount of Rs.20,000/ p.m.

Irrespective of the number of positions occupied by a faculty member the honorarium would remain constant.

Provided that the Vice-Chancellor may award such honorarium to the Coordinator of any new degree / diploma course launched by the University whose coordination is undertaken by a faculty member in addition to their teaching and research duties.

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- (3) A University Registrar who in addition to the administrative duties of Registrar also discharges the teaching duties of a Professor would be paid an amount of Rs.25,000/-p.m. or if a University Professor is appointed as Registrar and he discharges the duties of Registrar in addition to his own duties as Professor of the University, he would be paid an amount of Rs. 25,000/- p. m.
If the Vice-Chancellor takes classes in addition to his administrative duties, he /she would be paid an amount of Rs. 50,000/- p.m. as teaching allowance.
- (4) Faculty members who in addition to their academic duties, are appointed to administrative positions would be paid honorarium as per following rates :
- | | |
|--------------------------|-------------------|
| (i) Proctor | Rs. 15,000/- p.m. |
| (ii) Chief Warden / OSD | Rs. 10,000/- p.m. |
| (iii) Warden(s) | Rs. 8,000/- p.m. |
| (iv) Assistant Warden(s) | Rs. 6,000/- p.m. |
- (5) Non-Teaching employees who are not given weekly holidays and work beyond office hours on regular basis shall be paid honorarium as per following rates :
- | | |
|---|----------------------|
| (i) Deputy Registrar / Assistant Registrar/
P.P.S. to Vice-Chancellor/
P.S. to Vice-Chancellor | Rs. 10,000/- p.m. |
| (ii) P.S. to Registrar / Finance Officer | Rs. 7,000/- p.m. |
| (iii) Other employees working in the VC's
Office/ Registrar Office /
Finance Officer Office /
Residence of VC/
Residence of Registrar | Rs. Rs. 5,000/- p.m. |
- (6) Evaluation of Dissertation / Thesis :
- | | |
|---|----------------------------|
| (i) Masters Program Dissertation | : Rs. 5,000/- |
| (ii) Ph.D. Thesis | : Rs. 7,000/- |
| (iii) Sitting fee for external examiner for viva-voce examination | : Rs. 5,000/- per session. |

XIII.5. Coordinator's honorarium for Training Programmes / Courses sponsored by External Funding Agencies :

- (i) For One-Day Program: Rs. 10,000/- (Rupees Ten Thousand only) or as stipulated under the scheme.
- (ii) For Two-Day Program: Rs. 15,000/- (Rupees Fifteen Thousand only) or as stipulated under the scheme.
- (iii) For Three-Day to Five-Day Program: Rs. 20,000/- (Rupees Twenty Thousand Only) or as stipulated under the scheme.
- (iv) For Six-Day to Nine-Day Program: Rs. 25,000/- (Rupees Twenty Five only) or as stipulated under the scheme.
- (v) For Ten-Day to Fourteen-Day Program: Rs. 30,000/- (Rupees Thirty Thousand Only) or as stipulated under the scheme.
- (vi) For Fifteen-Day Program: Rs. 35,000/- (Rupees Thirty Five Thousand only) or as stipulated under the scheme.
- (vii) Monthly Program: Rs. 40,000/- (Rupees Forty Thousand only) or as Stipulated under the scheme.

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CHAPTER – XIV
Writing off Losses

XIV.1. Competent Authority for Writing of Losses : The following shall be the competent authorities to write off losses as mentioned against each:

1.	The Registrar	Total loss not exceeding Rs.25,000/- in a financial year.
2.	The Vice-Chancellor	Total loss not exceeding Rs. 1,00,000/- in a financial year.
3.	The Standing Committee	loss above Rs. 1,00,000/-.

Provided that there will be a three member, Standing Committee which will consist of two members to be nominated by Executive Council and the Registrar.

XIV.2. Writing off Losses of the University Library Books : The following procedure for writing off losses of the library books of the University Library and of the Research Centres shall be as follows :

- (1) At the time of the annual stock taking, a loss of up to 5 books / journals Rs. 1000 (One Thousand only) may be written off by the Vice-Chancellor on the recommendations of the committee comprising the following :
 - (a) The Registrar;
 - (b) The University Librarian; and
 - (c) Head of a Research Centre, to be nominated by the Vice-Chancellor.
- (2) Writing off losses of the reference books / rare books / rare manuscripts is not covered by the Regulations above. Each such case shall be considered by the Committee mentioned above and the Committee shall recommend the suitable action to be taken in this regard.
- (3) The proposal for writing off losses of the books / journals shall be made by the following :
 - (a) University Library by the Librarian;
 - (b) Department Library by the Head of the department through the University Librarian; and
 - (c) Research Centre by the coordinator of the Research Centre through the University Librarian.

XIV.3. The Procedure for Auction :

- (1) The person in charge of the university property shall initiate the process and take the required steps for the auction of the old / obsolete / unserviceable / irreparable items.
- (2) After approval of the Vice-Chancellor on the recommendations of the Condemnation Committee, the Head of the Department / Section shall forward a copy of the Vice-Chancellor's approval to the Member Secretary, Auction Committee.
- (3) The concerned Department / Section / Centre shall make arrangement to remove the condemned articles / materials from the Department / Section concerned to the place earmarked for their temporary storage, within a week from the date of receipt of the copy of the condemnation report. Items to be disposed of shall be under the custody of Member Secretary, Auction Committee until their disposal.
- (4) The unserviceable materials shall be disposed of periodically

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- through open / sealed tendering.
- (5) The Auction Committee shall decide the mode of auction. As far as possible, the disposal would be through University tender notice/ press tender notice where interested parties would be issued tender forms to quote the rate under sealed cover.
 - (6) The tenders in a sealed cover super scribed "Tenders for Unserviceable Materials", shall be submitted and will be opened in the presence of Committee members and tenderer who may wish to be present.
 - (7) The tenders shall be accompanied with an earnest money @ 10% (Ten percent) of the auction value worked out by the committee for items /stores, by way of demand draft drawn in favour of the Registrar, NLUJAA. The amount shall be refunded on the spot to the unsuccessful bidders for their bids not having been accepted.
 - (8) Tender received without Earnest Money Deposit would be straight away rejected, or shall not be entertained.
 - (9) The tender forms along with the terms and conditions may be obtained from the office of the Registrar on payment as stipulated in Notice Inviting Tenders.
 - (10) The party whose tender is accepted will be required to deposit the balance amount (after adjustment of earnest money deposit) within a period of five days of the receipt of the order / notification. If the amount is not deposited within the aforesaid period, the acceptance of offer shall stand cancelled and the earnest money shall be forfeited.
 - (11) After depositing the balance amount, the party shall lift the goods within a period of seven days. If the goods are not removed within the said period, the tenderer shall have no right or claim to the goods and whatever money has been deposited shall be deemed to have been forfeited. The university shall be free to dispose of the goods in any manner as it may deem fit.
 - (12) The sale account of auction shall be prepared (in triplicate) in the prescribed format and shall be submitted to the Vice-Chancellor duly signed by the Chairman / Members Secretary of Auction Committee.
 - (13) The University shall reserve the right to reject all or any tender without assigning any reason. The decision of the Vice-Chancellor in this behalf on all other matters relating to the disposal shall be final and binding.
 - (14) On receipt of the sale account the department / section / store purchase section will write off the auction items from the inventory /Asset Register.
 - (15) The Members Secretary Auction Committee shall arrange for the handing over of unserviceable materials to the successful tenderer after the deposit of the auction money in the accounts branch of the university.
 - (16) In case of any dispute, the jurisdiction of the matter shall invariably remain with the courts situated at Guwahati, Assam.
 - (17) The tender shall be completed in all respects and shall be duly signed. Late and delayed tenders due to any reason including postal delays shall not be considered. Incomplete and unsigned tenders shall not be considered at all. Offers through fax / email / telegram will not be accepted.
 - (18) Cases not covered by the above regulations will be decided by the Vice-Chancellor in the interest of the University.


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XIV.4. Classification of Stores

All stores to be procured shall be classified into three categories, viz., Non Consumable Stores (NCS), Limited Time Asset Stores (LTAS) and Consumable Stores (CS).

- (1) **Non Consumable Stores (NCS)** : Non Consumable Stores are the stores which are intended to be used over a prolonged period before becoming unusable or obsolete and the store having a significant disposal value. The stores which are subsystems or parts of equipment potentially repaired and reused and stores which are fabricated equipment or assembled equipment bought as a single item will be classified as NCS. All NCS will be entered into the Asset register of the university and the NCS Stock Register. For example, these stores are Plant & Machinery, Instruments, Motors, Assembled Instruments, Fabricated Equipment, books etc.
- (2) **Limited Time Asset Stores (LTAS)** : The stores satisfying one of the following conditions shall be classified as LTAS.
 - (a) The stores which have significant value when purchased but rapidly lose their value / relevance with the lapse of time and have very little or negligible disposal value.
 - (b) The stores which can be upgraded either by replacing components / parts or which can be rendered obsolete by the release of new version or addition. (Typically such stores were earlier classified under NCS) LTAS shall be entered into the Limited Time Asset Stores (LTAS) register of the university and in a separate LTAS stock register of the university. For examples, Computers, disc and other peripherals, drives which are computer accessories, software, manuals, printers, monitors and furniture.
- (3) **Consumable Stores (CS)** : Stores satisfying any one of the following conditions shall be classified as Consumable Stores (CS) :
 - (a) Stores which exhaust with the lapse of time.
 - (b) Stores which do not have significant disposal value
 - (c) Spares of equipment which do not fall either in the NCS or LTAS category. For example, Chemicals, medicines, stationary item, printer ribbons and cartridges, floppies, CD ROMs, magnetic tapes, chips and electronic components like resistors, capacitors, connectors etc. Electrical components like wire, switches, plugs, bulbs, tool bits and hand tool etc. CS shall be entered in the CS stock register of the university. For the projects, if any, this shall be entered in the CS stock register of the project.

XIV.5. Category of Approval of Firms :

- (1) Registration of firms shall be done in the respective categories for inviting quotations for the purchase of materials / services / equipment / instruments etc. by verification of their credentials including manufacturing capacity, quality control facilities, past performance, after sales services, financial background etc. The firms obtaining the registration should have valid registration no. of CST / VAT, Service Tax, TIN and PAN etc. The registration of firms will be for a period up to 3 years depending on the nature of the

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supplies to be made by them, if required it can be further extended considering their performance.

- (2) The approved firms shall be liable to be removed from the list of approved firms, if they fail to abide by the terms and conditions or fail to supply the goods on time or supply sub-standard items / goods or make any false declaration to the university or for any other ground which in the opinion of the university is considered to be against the public interest.
- (3) Blacklisting of Firms: Blacklisting of firm(s) can be done on the recommendation of Head of the Section / Department. Officer in charge of Stores and Purchase section shall process such cases and the cases shall be examined by a Committee constituted by the Vice-Chancellor. On the recommendations of Committee final action shall be taken after approval of the Vice-Chancellor. The information of such firms shall be widely circulated by the Officer in charge of Stores and Purchase section to all the concerned.

XIV.6. (1) List of Records to be maintained by Stores and Purchase Section :

- (a) Indigenous purchase orders in serial order in a prescribed format;
 - (b) Import purchase orders in serial order in a prescribed format;
 - (c) Asset Register;
 - (d) Limited Time Asset Register; and
 - (e) Record Register for items issued to individual officers.
- (2) **The Division / Project will maintain the following records :**
- (a) Register of Indent;
 - (b) A Non Consumable Stores Stock Register;
 - (c) A Limited Time Asset Stores Stock Register; and
 - (d) A Consumable Stock Register.

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12/2/15

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