



**AGENDA FOR 28TH
MEETING OF BUILDING &
WORKS COMMITTEE**

24TH AUGUST, 2022



**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119**

**AGENDA FOR 28TH MEETING OF
BUILDING & WORKS COMMITTEE**

VENUE : GOLDEN JUBLIEE ADMINISTRATIVE BUILDING
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA

DAY, DATE AND TIME : WEDNESDAY, THE 24TH AUGUST, 2022
AT 11.00 AM THROUGH BLENDED
(OFFLINE/ONLINE) MODE

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA**

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MEMBERS OF BUILDING AND WORKS COMMITTEE

- | | | |
|-----|--|------------------|
| 1. | Prof B.V. Ramana Reddy
Director,
National Institute of Technology,
Kurukshetra | Chairman |
| 2. | Ex-officio Member of the Central Government
(Director or Deputy Secretary or his nominee dealing
with the NIT in the Ministry)
-To be nominated by the Joint Secretary (NITs),
Deptt. of Higher Education,
Ministry of Education, Shastri Bhawan,
New Delhi-110115 | Member |
| 3. | Ex-officio Member of the Central Government
(Director or Deputy Secretary or his nominee dealing
with the Finance of the NIT in the Ministry)
-To be nominated by the Joint Secretary and Financial Advisor
Department of Higher Education,
Ministry of Education, (Shiksha Mantralaya)
Government of India, Shastri Bhawan,
New Delhi-110115 | Member |
| 4. | Shri A K Singhal,
Director General (Retired),
C.P.W.D.
Flat No. B-2012,
Gaur Green City Vaibhav Khand,
Indrapuram, Distt. Ghaziabad-202020(UP) | Member |
| 5. | Prof. Brahmjit Singh
Dean (Planning & Development)
National Institute of Technology,
Kurukshetra | Member |
| 6. | Er. Devendra Singh
Executive Engineer (Civil),
Karnal Central Division, CPWD
NDRI Campus, Near SBI,
Karnal (Haryana)-132001 | Member |
| 7. | Er. Savita Ray
Executive Engineer (Electrical),
Karnal Central, Elect. Division, 208-D,
HSIIDC, Sector-3,
Karnal (Haryana)-132001 | Member |
| 8. | Prof. Arun Goel
Prof. in-charge (Estate & Construction),
National Institute of Technology,
Kurukshetra. | Special Invitee |
| 9. | Dr. H.D. Chalak
Faculty- in- Charge (Estate & Construction)
National Institute of Technology,
Kurukshetra. | Special Invitee |
| 10. | Dr. Kiran Kumar Jaladi
Faculty- in- Charge (Elect. Mtc & Telephone)
National Institute of Technology,
Kurukshetra | Special Invitee |
| 11. | Sh. S.N. Kaushik,
Assistant Engineer (Civil)
National Institute of Technology,
Kurukshetra | Special Invitee |
| 12. | Sh. G.R. Samantaray
Registrar-In-Charge
National Institute of Technology,
Kurukshetra | Member-Secretary |

BWC 28.1 To confirm the minutes of the 27th meeting of Building & Works Committee of National Institute of Technology, Kurukshetra held on 19.01.2022.

The minutes of the 27th meeting of Building & Works Committee held on 19.01.2022 were circulated to all the members of the Building & Works Committee with the request to send their comments within fifteen days, if any, vide letter No. NIT/27th B&WC/426 dated 25.01.2022.

No comments have been received from any member of the Building & Works Committee.

The minutes of the 27th meeting of Building & Works Committee are enclosed as **Appendix 28.1 (i) from page 2 to 7.**

The Building & Works Committee may confirm the minutes of 27th meeting of the Building & Works Committee held on 19.01.2022.



**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119**

Minutes of the 27th meeting of Building & Works Committee, National Institute of Technology, Kurukshetra held on 19th January, 2022 at 11.00 am through online.

The following were present:

- | | | |
|----|---|-----------------|
| 1. | Prof. Akhilesh Swarup
Director In-Charge
National Institute of Technology
Kurukshetra | Chairman |
| 2. | Shri. Pawan Kumar
Under Secretary(NITs)
Department of Higher Education
Ministry of Education, Shastri Bhawan
New Delhi-110115 | Member |
| 3. | Shri Anil Kumar
Director (IFD)
Department of Higher Education
Ministry of Education, Shastri Bhawan
New Delhi-110115 | Member |
| 4. | Shri A K Singhal
Former Director General
C.P.W.D
Flat No. B-2012
Gaur Green City Vaibhav Khand
Indirapuram, Distt. Ghaziabad-202020 (UP) | Member |
| 5. | Prof. Brahmjit Singh
Dean (Planning & Development)
National Institute of Technology
Kurukshetra | Member |
| 6. | Er. Prashant Agarwal
Executive Engineer (Civil)
Karnal Central Division, CPWD
NDRI Campus
Karnal (Haryana)-132001 | Member |
| 7. | Er. Savita Ray
Executive Engineer (Electrical)
Karnal Central Electrical Division, CPWD
208-D, HSIIDC, Sector-3
Karnal (Haryana)-132001 | Member |
| 8. | Prof. Arun Goel
Prof. in-charge (Estate & Construction)
National Institute of Technology
Kurukshetra. | Special Invitee |

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|-----|--|------------------|
| 9. | Dr. Sandeep Kakran
Faculty- in- Charge (Elect. Mtc & Telephone)
National Institute of Technology
Kurukshetra. | Special Invitee |
| 10. | Sh. S.N. Kaushik
Assistant Engineer (Civil)
National Institute of Technology
Kurukshetra | Special Invitee |
| 11. | Sh. G.R. Samantaray
Registrar-In-Charge
National Institute of Technology
Kurukshetra | Member-Secretary |

Before the start of the deliberations, the Registrar In-Charge welcomed all the members present in the meeting. At the outset, the Chairman (B&WC) addressed the members regarding the progress of completed/ ongoing various construction works being executed/executing by CPWD at NIT, Kurukshetra.

The Building & Works Committee deliberated & decided the following on the various agenda items taken up in the meeting:

BWC 27.1 To confirm the minutes of 26th meeting of Building & Works Committee held on 25.02.2020.

The Building & Works Committee confirmed the minutes of the 26th meeting of Building & Works Committee of National Institute of Technology, Kurukshetra held on 25.02.2020.

BWC 27.2 To report the action taken on the minutes of the 26th meeting of the Building & Works Committee held on 25.02.2020.

The Building & Works Committee noted the action taken report on the minutes of the 26th meeting of the Building & Works Committee held on 25.02.2020 and expressed satisfaction over the progress of ongoing and completed works.

BWC 27.3 To consider and approve the Preliminary Cost Estimate for the covering of open air theatre.

The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the covering of open air theatre be deferred till the next meeting of B&WC.



- BWC 27.4** To consider and approve the Cost Estimate for providing and fixing of vitrified tiles, false ceiling, aluminium partitioning, kota stone, chemical/acid resistant tiles and G.I. sheet shed etc. in the various departments i.e. ECE, School of material science and technology, MED, Physical Education & Sports Section, CAD, Physics department, school of VLSI design & embedded system, Central Workshop, CED and Chemistry department etc at NIT, Kurukshetra.

The Building and Works Committee resolved that the above agenda item for providing and fixing of vitrified tiles, false ceiling, aluminium partitioning, kota stone, chemical/acid resistant tiles and G.I. sheet shed etc. in the various departments i.e. ECE, School of material science and technology, MED, Physical Education & Sports Section, CAD, Physics department, school of VLSI design & embedded system, Central Workshop, CED and Chemistry department etc at NIT, Kurukshetra be deferred till the next meeting of B&WC.

- BWC 27.5** To consider and approve the preliminary cost estimate for the construction of shed for covering the Sports Complex Stairs at NIT Kurukshetra (Civil & Electrical work)

The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the construction of shed for covering the Sports Complex Stairs (Civil & Electrical work) be deferred till the next meeting of B&WC.

- BWC 27.6** To consider and approve the preliminary cum detailed cost estimate for the provision of internal & external finishing i.e. distempering & painting including minor & major repair in the Boys Hostel No. 1-3 & 7-10, Girls Hostels 1- 4 and Staff Quarters including BT/CT at NIT Kurukshetra.

The Building and Works Committee deliberated on the matter and approved the preliminary cum detailed cost estimate for an amount of Rs.23,16,06,500/- for the work of provision of internal & external finishing i.e. distempering & painting including minor & major repair in the Boys Hostel No. 1-3 & 7-10, Girls Hostels 1- 4 and Staff Quarters including BT/CT at NIT Kurukshetra.

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BWC 27.7 To consider and approve the preliminary cost estimate for the provision of Inter locking paver blocks on ECO track from

- (i) West side of Oxidation Pond to Near MBA/MCA Block.
- (ii) Main gate of STP to H. No. CA-7 along the boundary wall.
- (iii) STP main gate to South West corner of the Kalpana Chawala Girl's hostel.
- (iv) South West Corner of the Kalpana Chawala Girl's Hostel to main boundary wall of the Institute towards west along the main storm water drain.

The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the provision of Inter locking paver blocks on ECO track be deferred till the next meeting of B&WC.

BWC 27.8 To consider and approve the preliminary cost estimate for the construction of Boundary wall around hostel no. 5 (towards east side along the bearer barracks and on back side from south east corner upto main gate.)

The Building and Works Committee deliberated on the matter and approved the preliminary cost estimate for an amount of Rs.36,16,000- for the construction of Boundary wall around hostel no. 5 (towards east side along the bearer barracks and on back side from south east corner upto main gate.).

BWC 27.9 To consider and approve the preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground at NIT Kurukshetra.

The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground be deferred till the next meeting of B&WC.

BWC 27.10 To consider and approve the preliminary cost estimate for providing furniture for the following works:

- (i) Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building)(SCOE)
- (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-fab construction.

The Building and Works Committee deliberated on the matter and approved



the preliminary cost estimate for an amount of Rs.1,85,21,300/- for providing of furniture for the following works :

- (i) Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building)(SCOE)
- (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-fab construction.

BWC 27.11 To consider and ratify the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:

- i) Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra.
- ii) Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra.

The Building and Works Committee was informed regarding the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:

- (i) Amount of Rs. 77,17,751/- for the Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra
- (ii) Amount of Rs. 2,24,29,456/- for Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra.

The Building & Works Committee confirmed the same by pointing out that in future before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval.

BWC 27.12 To report regarding arbitration case under process for the works of :

- i) Construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5)
- ii) Construction of Swimming Pool at NIT, Kurukshetra

The Building and Works Committee was informed regarding the above two arbitration cases. Further the Committee resolved that before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval in time.



- BWC 27.13** To report for ratification of action taken by Director and Chairman B&WC of the Institute in anticipation of the approval of the Building and Works Committee on exclusion of "providing GPRS based energy monitoring and billing system" within the work of "Provision & Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT Kurukshetra".

The Building and Works Committee was informed regarding the action taken by Director and Chairman B&WC of the Institute on exclusion of "providing GPRS based energy monitoring and billing system" within the work of "Provision & Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT Kurukshetra. The Building & Works Committee ratified the same.

- BWC 27.14** To consider and approve the cost estimate for provision of installation of lifts alongwith toilet facilities for physically challenged students in various buildings at NIT Kurukshetra (Civil + Electrical Works).

The Building and Works Committee deliberated on the matter and approved the cost estimate for an amount of Rs.3,93,97,542/- for provision of installation of lifts alongwith toilet facilities for physically challenged students in various buildings at NIT Kurukshetra (Civil + Electrical Works).

- BWC 27.15** To consider and approve the cost estimate for construction of one Additional RCC Floor & lift block (G+2) over Existing (G+1) Lecture Hall Complex 12 Nos. (Vertical extension) at NIT Kurukshetra (Civil + Electrical Works)

The Building and Works Committee deliberated on the matter and approved the preliminary cost estimate for an amount of Rs.9,60,16,490/-for construction of one Additional RCC Floor & lift block (G+2) over Existing (G+1) Lecture Hall Complex 12 Nos. (Vertical extension) at NIT Kurukshetra (Civil + Electrical Works).

The meeting ended with a vote of thanks to the Chair.


Registrar I/C & Member-Secretary
Building & Works Committee,
NIT, Kurukshetra

Authenticated


Director I/C &
Chairman, Building & Works Committee
NIT, Kurukshetra

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA**

No. NIT/27th B&WC/

Dated:

Subject: Minutes of the 27th meeting of the Building and Works Committee held on 19.01.2022 at 11.00 a.m. through online.

Kindly find enclosed herewith the Minutes of the 27th meeting of the Building and Works Committee of the Institute held on 19.01.2022 duly authenticated by the Chairman, Building & Works Committee & Director In-charge NIT, Kurukshetra.

It is requested that comments, if any, on the above referred minutes may kindly be sent to the undersigned within 15 days. If no comments are received within this period, it would be presumed that you agree with the minutes as recorded, and action will be initiated to implement the same.

Encl. as above


(G.R. Samantaray)
Registrar In-charge &
Member-Secretary
Building & Works Committee,
NIT, Kurukshetra

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|----|--|--------|
| 1. | Shri. Pawan Kumar
Under Secretary(NITs)
Department of Higher Education
Ministry of Education, Shastri Bhawan
New Delhi-110115 | Member |
| 2. | Shri Anil Kumar
Director (IFD)
Department of Higher Education
Ministry of Education, Shastri Bhawan
New Delhi-110115 | Member |
| 3. | Shri A K Singhal,
Former Director General
C.P.W.D,
Flat No. B-2012,
Gaur Green City Vaibhav Khand,
Indirapuram, Distt. Ghaziabad-202020(UP) | Member |
| 4. | Prof. Brahmjit Singh
Dean (Planning & Development)
National Institute of Technology
Kurukshetra | Member |

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5. Er. Prashant Agarwal
Executive Engineer (Civil)
Karnal Central Division, CPWD
NDRI Campus,
Karnal (Haryana)-132001

Member

6. Er. Savita Ray
Executive Engineer (Electrical),
Karnal Central, Electrical Division
208-D, HSIIDC, Sector-3
Karnal (Haryana)-132001

Member

Endst. No.NIT/27th BWC/ 427

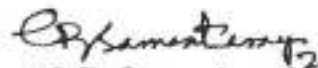
Dated 25/01/2022

Copy forwarded for reference and record to:-

1. Prof. Akhilesh Swarup
Director In-Charge &
Chairman Building & Works Committee
National Institute of Technology
Kurukshetra

Copy of the Minutes of 27th meeting of the Building & Works Committee held on
19.01.2022 is sent to the following:

1. Joint Secretary (NITs)
Deptt. of Higher Education
Ministry of Education, Shastri Bhawan
New Delhi-110115
2. Joint Secretary and Financial Advisor
Department of Higher Education
Ministry of Education, Shastri Bhawan
New Delhi- 110115


(G.R. Samantaray) 25/01/22
Registrar In-charge &
Member-Secretary
Building & Works Committee,
NIT, Kurukshetra

BWC 28.2 To report the action taken on the minutes of the 27th meeting of the Building & Works Committee held on 19.01.2022.

The action taken on the minutes of the 27th meeting of the Building & Works Committee held on 19.01.2022 is as under:

Agenda No.	Item	Recommendations of B&WC	Funding Head	Action Taken
BWC 27.1	To confirm the minutes of 26 th meeting of Building & Works Committee held on 25.02.2020	The minutes of the 26 th meeting of Building & Works Committee held on 25.02.2020 circulated amongst the members vide letter No. vide letter No. NIT/26 th B&WC/1306 dated 03.03.2020 were confirmed.		No further action is required
BWC 27.2	To report the action taken on the minutes of the 26 th meeting of the Building & Works Committee held on 25.02.2020	<p>The B&WC noted the action taken on minutes of the 26th meeting of the Building & Works Committee held on 25.02.2022</p> <ul style="list-style-type: none"> BWC 19.2 (16.11): The work of replacement of existing electrical wiring in instructional building is completed and put to use. The old and new inventory has been received except that of the old Administrative Block. The Executive Engineer (Elect), CPWD committed that the old inventory/fixtures of Old Administrative Block, will be submitted before 31st March 2020 alongwith final utilization certificate and a copy of final bill so that the balance payment may be released. BWC 21.4: The work of 300 seater multi-purpose boys hostel is completed and handed over to the Chief Warden (Boys). However, final utilization certificate along with a copy of final bill from Executive Engineer (Elect.) and (Civil) CPWD is awaited. After detailed deliberations the Executive Engineer (Elect.) and (Civil) committed that the final bill is under scrutiny and will be 		<p>The work has been completed and all the documents including copy of Final UC, final Bill and inventory for the work of replacement of existing electrical wiring in old administrative block have been received from CPWD. Accordingly, the final payment of Rs. 1,64,176/- has been released to CPWD on 14.03.2022 vide no. TSA 1545.</p> <p>The work has already been completed, handed over to the Chief Warden Boys and put to use. Further, Executive Engineer (Civil) CPWD intimated to the Institute vide No. 54(NIT)/CD/2021/2131 dated 13.10.2021 that the contractual</p>

submitted up to 15th March 2020.

agency has gone into arbitration with the claim amount of Rs. 4,92,30,481 excluding the interest and GST on award amount. The same was put up before the 27th B&WC meeting vide item no. 27.12 for information. Now Executive Engineer (Civil), CPWD intimated to the Institute vide email dated August 10, 2022 regarding award of Rs. 1,63,01,261+GST on award amount as per declaratory award for claim no. 7 + interest awarded under claim no. 5 in settlement of all claims together future interest (if any) as awarded by the sole arbitrator infavour M/SJai Parkash and sons Vs. UOI case no RKA/Arb/CPWD/07. The matter is placed as an separate agenda item vide No. 28. 4

• **BWC 22.10:** The matter regarding the work of installation of lifts at various locations in the Academic Buildings and Hostels was discussed in detail. In this regard Prof. I/C (E&C) apprised the Committee that the work of Installation of lifts in Old MBA Block/New Workshop Building (Centre of Excellence) is in progress and provision of installation of lifts has been included in the work of Additional floor over the MBA/MCA Block is in process.

The work for provision of installation of lifts alongwith toilet facilities for physically challenged students in various building at NIT, Kurukshetra (Civil+Electrical Works) has been approved by B&WC subsequently. FC

	<p>Further, Hon'ble Chairman (B&WC) desired that the officials of CPWD, Civil and Electrical, in consultation with AE(Civil) and AE(Elect) visit all remaining Academic and Hostel Buildings where the lifts are required as per guidelines and space, standards for barrier free build environment for disabled and elderly persons and work out the details regarding the requirement of installation of lifts along with the check lists as per the Government of India norms for the persons with disabilities (PwD). The CPWD will submit the feasibility and cost estimate of the above work at the earliest.</p> <p>• BWC 24.3 The work for the provision of additional floor by providing Pre-fab construction with the provision of air-conditioning, lifts and staircase etc. over the Old MBA/ New Workshop Building and special repairs & maintenance for ground floor and first floor is in progress. The Executive Engineer (Civil) apprised that the Civil work of lift block and staircase is held up due to CNC machine has not been reached at site till date. It was informed that the CNC machine will reach at site on 28th February, 2020. The Executive Engineer, Civil & Elect., CPWD committed that the work will be completed upto 15th April, 2020. Further, it was resolved that the Faculty I/C (EM&T) and AE(Elect) will discuss the electrical requirements for pre-fab construction at 2nd floor with the Dean(P&D), Prof. I/C (E&C) and Registrar and the same be sent to CPWD within a week.</p>	<p>& BOG under the EWS. Further, the A/A & E/S of this work will be conveyed to CPWD for its execution after receipt of funds from Ministry of Education (GoI)</p> <p>The work of renovation of Ground floor and first floor including c/o lift & staircase block for Old MBA Block (New Workshop Building) and The work of Providing E&M services of Ground floor and first floor including goods lift and Air-conditioning system on additional floor over existing Old MBA Block (New Workshop Building) have been completed and Handed over to the concerned HoD of SCoE.</p> <p>Further the final bill & final UC have also been received from CPWD. Accordingly, the final payment have been released. The work of pre-fab construction of</p>
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		<p>2nd floor over the Old MBA Block (New Workshop Building) has also been completed and Handed over to the concerned Deptt.</p> <p>The final bill & final UC of pre-fab construction over existing SCoE block has also been received from CPWD and final payment is in process.</p> <p>The work of construction of Additional Floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-fab construction. The Executive Engineer (Civil), CPWD apprised that the preparation of detailed cost estimate and DNIT of this work is in process and the tender will be called shortly.</p> <p>Further the final bill & final UC has also been received from CPWD and final payment is in process.</p> <p>Power Point presentation was made by CPWD on dated 24.03.2021 for final decision regarding modifications/ changes in the Master Level Plan by the Institute. The CPWD has also submitted the proposed Master</p>
		<p>• BWC 24.4 The matter was discussed in detail for the work of construction of Additional Floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-fab construction. The Executive Engineer (Civil), CPWD apprised that the preparation of detailed cost estimate and DNIT of this work is in process and the tender will be called shortly.</p> <p>• BWC 24.5 The Senior Architect, CPWD, Chandigarh visited the Institute Campus on 10.01.2020 regarding Institute Master Layout Plan and a meeting was held with NIT, authority. Thereafter, the requirement for the proposed construction of new buildings and demolition of old buildings were conveyed to Senior Architect, CPWD vide letter no. CC/3487/67/719 dated</p>

	<p>31.01.2020 regarding incorporation of Master Layout Plan for proposed and demolition of buildings. In this regard, the Senior Architect, CPWD intimated through e-mail dated 25.02.2020 that the draft proposed and demolition plan has been incorporated in the Institute Master Layout Plan. After detail deliberations the committee resolved that the date for the presentation of the Master Lay out Plan of the Institute may be fixed at the earliest.</p> <ul style="list-style-type: none"> • BWC 25.3 The renovation work of Labs of Chemistry, Physics and H&SS departments has been completed. Further, the revised requirement for remaining work in the various Departments in consultation with the HoDs have been received and sent to the CPWD for the revised cost estimate as per DSR-2018. • BWC 25.4 A separate agenda vide item no. 26.3 is placed in this meeting regarding the provision of internal & external finishing i.e. distempering & painting including minor and major repair in the 	<p>Layout Plan after power point presentation made to the Institute. The Institute intimated to Senior Architect, CPWD, Chandigarh region CPWD vide letter No. CC/3487/47/471 dated 28.01.2022 for submission of final copy of Master Layout Plan after incorporating the proposed buildings along with locations as shown in the presentation of Master Layout Plan during a meeting held on 24.03.2021. In response to above, the Chief Architect, CPWD submitted the Existing Site Layout Plan and Proposed Site Layout Plan vide letter no. CA(RCH)/SA-2/501/2022 /43-H dated 16.03.2022, which is under scrutinizing.</p> <p>This work was put up before the 27th B&WC meeting vide item no. 27.4 and the same was deferred till the next meeting of B&WC.</p> <p>The work of Boys Hostel 4, 5 & 6 is completed and put to use. Further the final bill and final UC is received from the CPWD</p>
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	<p>Boy's Hostel No. 4, 5 & 6. Further, the revised cost estimate for the provision of internal & external finishing i.e. distempering & painting including minor and major repair in the Boy's Hostels 1 to 3 and 7 to 10, Girls Hostel 1 to 4 and Staff Quarters. Including BT/CT is awaited from CPWD as per DSR-2018</p>	<p>and final payment has been released. The provision of internal & external finishing i.e. distempering & painting including minor and major repair in the Boys Hostels 1 to 3 and 7 to 10, Girls Hostel 1 to 4 and Staff Quarters. Including BT/CT was approved by the B&WC in its 27th meeting held on 19.01.2022 and subsequently approved by the FC in its 47th meeting and BOG in its 57th meeting held on 30.03.2022. The A/A & E/S for provision of Internal & External finishing i.e. distempering & painting including minor & major repair in the Boys Hostel 1, 2 & 3, Girls Hostels A,B,C,KC & BT/CT type houses for F.Y.2022-23 has been conveyed to CPWD for its execution.</p>
	<ul style="list-style-type: none"> • BWC 25.10 To consider & approve the Cost Estimate for the construction of Lawn Tennis Court including widening and repair of existing Lawn Tennis Court in the Sports Complex. The revised detailed cost estimate as per DSR-2018 is awaited from CPWD. 	<p>The preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground was put up before the 27th B&WC meeting vide item no. 27.9 and the same was</p>

		<ul style="list-style-type: none"> • BWC 25.11 To consider and approve the cost estimate for Water Proofing Treatment of Cafeteria in Open Air Theatre at NIT, Kurukshetra. The revised detailed cost estimate as per DSR-2018 is awaited from CPWD. • BWC 25.12 The A/A & E/S for the repair work including Civil, Electrical and Audio System works in the Jubilee Hall & Senate Hall was conveyed to CPWD. Further a separate agenda vide item no. 26.13 is placed in this meeting. It is also intimated that the revised cost estimate as per DSR-2018 for renovation/up-gradation of Jubilee Hall including Civil, Electrical, Audio System and furniture works is awaited from the CPWD. 		<p>deferred till the next meeting of B&WC.</p> <p>The work of Covering of Open Air Theatre was put up before the 27th B&WC meeting vide item no. 27.3 and the same has been deferred till the next meeting of B&WC.</p> <p>A/A & E/S of senate hall is in process and the cost estimate of Jubilee Hall is awaited from CPWD.</p>
		<ul style="list-style-type: none"> • BWC 26.3 The Committee was apprised that the detailed cost estimate of Rs.1,27,37,930/- the work of Provision of internal & external finishing i.e. distempering & painting including minor and major repair in the Boys Hostel No. 4,5&6 has already been approved by Building & Works Committee and subsequently by FC & BOG vide item Nos. BWC 25.4, FC 41.4 & BOG 50th meeting respectively was based on DSR 2016. The revised cost estimate enhanced on finishing items from the original estimates due to switching over to DSR-2018 from DSR-2016, provision of statutory taxes and contingencies and 	Seat Rent + repair & Maintenance	<p>The work is completed and put to use. Further the final bill and final UC is received from the CPWD. Accordingly, the final payment has been released on 14.02.2022.</p>

	<p>provision of repairs to building which was not taken in the previous estimate. Accordingly, the Superintending Engineer, Civil, CPWD submitted the revised detailed cost estimate based on DSR-2018 vide letter No. NIT-KKR/SE/Karnal/2020/93 dated 23.01.2020 is of Rs. 2,91,26,500/- After detailed deliberation and considering the above stated facts, the Building & Works Committee approved the revised detailed cost estimate with an amount of Rs. 2,91,26,500/- for the provision of internal & external finishing i.e distempering & painting including minor and major repair in the Boys Hostel No. 4, 5 & 6.</p>		
	<p>• BWC 26.4 The Committee was apprised that the detailed cost estimate of Rs. 74,13,100/- for the work of construction of extension of existing corridor from New Workshop Building to 12 nos. Lecture Hall Complex and MBA/MCA building has already been approved by Building & Works Committee and subsequently by FC & BOG vide item Nos. BWC 25.5, FC 41.4 & BOG 50th meeting respectively was based on PAR 2012. The revised cost estimate enhanced due to switching over to PAR-2019 from PAR-2012. Accordingly, the Executive Engineer, Civil, CPWD submitted the revised detailed cost estimate based on PAR-2019 vide letter No.20(NITK)PS/KC/2020/164 dated 20.01.2020 is of</p>	<p>MCA (Self Finance Course)</p>	<p>The work has been completed and put to use. The copy of final bill and final UC received from CPWD and payment has been made accordingly.</p>

		Rs. 88,42,400/- After detailed deliberation and considering the above stated facts, the Building & Works Committee approved the revised cost estimate with an amount of Rs. 88,42,400/- for construction of extension of existing corridor from New Workshop Building to 12 nos. Lecture Hall Complex and MBA/MCA building		
		<p>• BWC 26.5 The Committee was apprised that the detailed cost estimate of Rs. 87,13,400/- for strengthening of existing Cement Concrete pavement/road from North East Corner of CCN to Junction between Cauvery Hostel & MBA/MCA Department and road between Jubilee Hall & Library including arrangement of drainage of storm water at NIT, Kurukshetra was already approved by Building & Works Committee and subsequently by FC & BOG vide item Nos. BWC 25.7, FC 41.4 & BOG 50th meeting respectively was based on DSR-2016. The revised cost estimate enhanced due to switching over to DSR-2018 from DSR-2016. Accordingly, the Superintending Engineer, Civil, CPWD submitted the revised detailed cost estimate based on DSR-2018 vide letter NIT-KKR/SE/Karnal/2020/91 dated 23.01.2020 is of Rs. 1,04,33,700/- After detailed deliberation and considering the above stated facts, the Building & Works Committee approved the revised detailed cost estimate with an amount of Rs. 1,04,33,700/- for strengthening of existing</p>	IRG	The funds are awaited

	Cement concrete pavement/road from North East corner of CCN to Junction between Cauvery Hostel & MBA/MCA department and road between Jubilee Hall & Library including arrangement of drainage of storm water.		
	<p>• BWC 26.7 The Committee was apprised that the detailed cost estimate of Rs. 2,22,99,500/- for widening of various roads in the Institute at NIT, Kurukshetra was already approved by Building & Works Committee and subsequently by FC & BOG vide item Nos. BWC 25.9, FC 41.4 & BOG 50th meeting respectively was based on DSR-2016. The revised cost estimate enhanced due to switching over to DSR-2018 from DSR-2016. Accordingly, the Superintending Engineer, Civil, CPWD submitted the revised detailed cost estimate based on DSR-2018 vide letter NIT-KKR/SE/ Karnal / 2020/92 dated 23.01.2020 is of Rs. 2,87,23,400/-. After detailed deliberation and considering the above stated facts, the Building & Works Committee approved the revised detailed cost estimate with an amount of Rs. 2,87,23,400/- for widening of various roads in the Institute. i.e. (i) Road from Apollo Canteen to Security Check Post between Hostel No.7 & 8 along with the provision of footpath as per site requirement. (ii) Road from Tubewell No. 5 to Junction near disposal pump along with the provision of footpath as per site requirement. (iii)</p>	Repair & Maintenance Head	The work has been completed and final inspection has done on 21.04.2022. During the final inspection some defects/shortcomings were observed by the Inspection Committee and the same has been conveyed to CPWD for rectification.

		Road from junction near disposal pump to North West corner of Guest House at NIT, Kurukshetra.		
		<ul style="list-style-type: none"> BWC 26.8 The Building and Works Committee deliberated on the matter and approved the Preliminary cost estimate with an amount of Rs. 58,67,900/- for providing and fixing of finish floor tiles in the common room, dinning hall, warden office and MMCA office in the old Boys Hostel No.(1-6) and Girls Hostel No. 1. 	Seat Rent + Repair & Maintenance	Funds are awaited
		<ul style="list-style-type: none"> BWC 26.9 The Building and Works Committee deliberated on the matter and approved the Preliminary cum detailed cost estimate with an amount of Rs. 25,32,000/- for the provision of access to Golden Jubilee Administrative Building by providing a gate & parking shed for two wheelers along the inside boundary wall towards west. 	Repair & Maintenance /IRG	The work has been completed and copy of final bill, final UC and drawings have been received from CPWD. The final payment has been released accordingly
		<ul style="list-style-type: none"> BWC 26.10 The Building and Works Committee deliberated on the matter and approved the Preliminary cost estimate with an amount of Rs. 56,03,300/- for the provision of shed for parking only for four wheelers in the existing parking near NIT Market Complex. 	Repair & Maintenance /IRG	Funds are awaited
		<ul style="list-style-type: none"> BWC.26.11 The Building and Works Committee deliberated on the matter and approved the Preliminary cost estimate with an amount of Rs.19,95,500/- for the provision of two nos. sheds near Main Porch in Golden Jubilee Administrative Building. 	Repair & Maintenance /IRG	The work has been completed and copy of final bill, final UC and drawings have been received from CPWD. The final payment has been released accordingly.

	<p>• BWC 26.12 The Building and Works Committee deliberated on the matter and approved the Preliminary cum detailed cost estimate with an amount of Rs. 87,04,500/- for construction of paved road by providing interlocking paver blocks surrounding the Oxidation Ponds near STP and provision of peripheral road along the boundary to access to maintenance staff for security point of view.</p>	Repair & Maintenance /IRG	The A/A & E/S of this work is under process.
	<p>• BWC 26.13 The Committee was apprised that the detailed cost estimate of Rs.1,48,38,420/- for the work renovation/up-gradation of Senate Hall including Civil, Electrical, Audio System and furniture works at NIT, Kurukshetra was already approved by Building & Works Committee and subsequently by FC & BOG vide item Nos. BWC 25.12, FC 41.4 & BOG 50th meeting respectively was based on DSR 2016, PAR-2012. The revised cost estimate enhanced due to change in scope of work i.e. Uplift of the entrance and ground floor of the Senate Hall, Supply & fixing of auditorium Chair for Senate Hall, LAN points for the tables, CCTV at entrance & inside of the Senate Hall, UPS backup for Audio & Visual System which were not taken in the original estimates and switching over to DSR-2018 from DSR-2016, PAR-2019 from PAR-2012, and statutory taxes etc. Accordingly, the Executive Engineer Civil, & Elect CPWD submitted the revised detailed cost estimate based</p>	Repair & Maintenance Head	The A/A & E/S of this work is under process

		on DSR-2018, PAR-2019 vide letter No. 20(7)/CED/2019/100 dated 10.01.2020 and No. 20(NIT)/PS/CD/2020/261 dated 31.01.2020 is of Rs. 2,28,34,573/-. After detailed deliberation and considering the above stated facts, the Building & Works Committee approved the revised detailed cost estimate with an amount of Rs. 2,28,34,573/- for renovation/up-gradation of Senate Hall including Civil, Electrical, Audio System and furniture works.		
27.3	To consider and approve the Preliminary Cost Estimate for the covering of open air theatre at NIT, Kurukshetra.	The Building and Works Committee resolved that the preliminary cost estimate for the covering of open air theatre be deferred till the next meeting of B&WC.		This work was put up before the 27 th B&WC meeting and the same was deferred till the next meeting of B&WC.*
27.4	To consider and approve the Cost Estimate for providing and fixing of vitrified tiles, false ceiling, aluminium partitioning, kota stone, chemical/acid resistant tiles and G.I. sheet shed etc. in the various departments i.e. ECE, School of material science and technology, MED, Physical Education & Sports Section, CAD, Physics department, school of VLSI design & embedded system, Central Workshop, CED and Chemistry department etc at NIT, Kurukshetra.	The Building and Works Committee resolved that providing and fixing of vitrified tiles, false ceiling, aluminium partitioning, kota stone, chemical/acid resistant tiles and G.I. sheet shed etc in the various departments i.e. ECE, School of material science and technology, MED, Physical Education & Sports Section, CAD, Physics department, school of VLSI design & embedded system, Central Workshop, CED and Chemistry department etc at NIT, Kurukshetra be deferred till the next meeting of B&WC.		This work was put up before the 27 th B&WC meeting and the same was deferred till the next meeting of B&WC.*
27.5	To consider and approve the preliminary cost	The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for		This work was put up before the 27 th B&WC meeting and the same was

	estimate for the construction of shed for covering the Sports Complex Stairs at NIT Kurukshetra (Civil & Electrical work)	the construction of shed for covering the Sports Complex Stairs (Civil & Electrical work) be deferred till the next meeting of B&WC.		deferred till the next meeting of B&WC. *
27.6	To consider and approve the preliminary cum detailed cost estimate for the provision of internal & external finishing i.e. distempering & painting including minor & major repair in the Boys Hostel No. 1-3 & 7-10, Girls Hostels 1-4 and Staff Quarters including BT/CT at NIT Kurukshetra.	The Building and Works Committee deliberated on the matter and approved the preliminary cum detailed cost estimate for an amount of Rs.23,16,06,500/- for the work of provision of internal & external finishing i.e. distempering & painting including minor & major repair in the Boys Hostel No. 1-3 & 7-10, Girls Hostels 1-4 and Staff Quarters including BT/CT at NIT Kurukshetra.	Repair & mtc	The work has been approved by the FC in its 47 th meeting and BOG in its 57 th meeting held on 30.03.2022. The A/A & E/S for provision of Internal & External finishing i.e. distempering & painting including minor & major repair in the Boys Hostel 1,2&3, Girls Hostels A,B,C,KC & BT/CT type Houses for F.Y. 2022-23 has been conveyed to CPWD for its execution vide this office letter no. CC/3492(III)/342/1 918 dated 16.06.2022.
27.7	To consider and approve the preliminary cost estimate for the provision of Inter locking paver blocks on ECO track from (i) West side of Oxidation Pond to Near MBA/MCA Block. (ii) Main gate of STP to H. No. CA-7 along the boundary wall. (iii) STP main gate to South West corner of the Kalpana Chawla Girl's hostel. (iv) South West Corner of the Kalpana Chawla Girl's Hostel to main boundary wall of the Institute towards	The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the provision of Inter locking paver blocks on ECO track be deferred till the next meeting of B&WC.		This work was put up before the 27 th B&WC meeting and the same was deferred till the next meeting of B&WC. *

	west along the main storm water drain.			
27.8	To consider and approve the preliminary cost estimate for the construction of Boundary wall around hostel no. 5 (towards east side along the bearer barracks and on back side from south east corner upto main gate.)	The Building and Works Committee deliberated on the matter and approved the preliminary cost estimate for an amount of Rs 36,16,000/- for the construction of Boundary wall around hostel no. 5 (towards east side along the bearer barracks and on back side from south east corner upto main gate).	IRG	The A/A & E/S has been conveyed to CPWD for its execution. Further the Executive Engineer (Civil) CPWD has awarded this work to the contractual agency vide No. 54(PG/NIT)CD/2022/1694 dated 18.07.2022 and the contractual agency has commenced the above said work.
27.9	To consider and approve the preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground at NIT Kurukshetra.	The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground be deferred till the next meeting of B&WC.		This work was put up before the 27 th B&WC meeting and the same was deferred till the next meeting of B&WC *
27.10	To consider and approve the preliminary cost estimate for providing furniture for the following works: (i) Pre-feb construction of 2 nd floor over the OLD MBA Block (New Workshop Building) (SCOE) (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-feb construction	The Building and Works Committee deliberated on the matter and approved the preliminary cost estimate for an amount of Rs.1,85,21,300/- for providing of furniture for the following works: (i) Pre-feb construction of 2 nd floor over the OLD MBA Block (New Workshop Building) (SCOE) (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-feb construction	EWS	The revised requirements for furniture items were discussed with Dean(P&D) and communicated to Executive Engineer (Civil), Karnal CPWD and AE (Civil), CPWD vide letter No. CC/3550&3551/06/44 dated 06.01.2022 and No. CC/3550/3551/17/224 dated 17.01.2022 for wiring works related to installation of

		<p>furniture for the above said works and to consider the specifications of computer fixed tables and requirement of furniture in 3 nos. Lecture Hall and IIC Cell. In this regard the Executive Engineer (Elect.) KED, CPWD, Karnal submitted the Preliminary Estimate of Rs. 7,00,594/- vide letter No. 20(7)/KED/2021/5 dated 11.01.2022 and the Superintending Engineer, CPWD, Karnal also submitted the preliminary cum detailed cost estimate amounting to Rs. 1,73,91,200/- i.e. 3% contingencies vide letter No. 23(NIT-KKR)/SE Karnal /2022/246H dated 21.02.2022. The Superintending Engineer Karnal has also stated in the above said letter that earlier an estimate of Rs. 1,85,1,300/- was sent by the office of SE-Karnal vide letter No. 23(NIT-KKR)/SE-Karnal/2021/935-H dated 23.09.2021 may be treated as null and void. The matter was put up before the competent</p>
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			<p>authority for in anticipation of the approval of Building & Works Committee and the BOG for an amount of Rs.1,80,91,794/- (Rs.1,73,91,200 +7,00,594/-) for the above said work and the same was approved by the competent authority and Chairman Building & Works Committee</p> <p>The work has also been approved by the FC in its 47th meeting and BOG in its 57th meeting held on 30.03.2022. The A/A &E/S is in process under EWS</p> <p>Now the same has been put up in the 28th meeting of B&WC vide agenda item No. 28.3 for ratification of the decision taken by Chairman B&WC.</p>
27.11	<p>1. To consider and ratify the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:</p> <p>i) Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra.</p> <p>ii) Construction of 600 seaters Girls</p>	<p>The Building and Works Committee was informed regarding the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:</p> <p>(i) Amount of Rs.77,17,751/- for the Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra</p>	<p>Noted for compliance</p>

	<p>Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra</p> <p>2. Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra</p>	<p>Amount of Rs. 2,24,29,456/- for Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra</p> <p>The Building & Works Committee confirmed the same by pointing out that in future before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval</p>		
27.12	<p>1. To consider & approve the arbitration case for the works of:</p> <p>i) Construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5)</p> <p>ii) Construction of Swimming Pool at NIT, Kurukshetra</p>	<p>The Building and Works Committee was informed regarding the above two arbitration cases. Further the Committee resolved that before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval in time.</p>		<p>i) Now Executive Engineer (Civil), CPWD intimated to the Institute vide email dated August 10, 2022 regarding award of Rs. 1,63,01,261+GST on award amount as per declaratory award for claim no. 7 + interest awarded under claim no. 5 in settlement of all claims together future interest (if any) as awarded by the sole arbitrator in favour M/S Jai Parkash and sons Vs. UOI case no RKA/Arb/CPWD/07. The matter is placed as an separate agenda item vide No. 28.5</p> <p>ii) The awarded amount awarded by Arbitrator of Rs. 20,49,247/-</p>

			has been released to the CPWD after approval of the B&WC on its Circulation Agenda dated 10.05.2022. The matter is placed as an separate agenda item vide No. 28. 6 for ratification.
27.13	To report for ratification of action taken by Director and Chairman B&WC of the Institute in anticipation of the approval of the Building and Works Committee on exclusion of "providing GPRS based energy monitoring and billing system" within the work of "Provision & Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT Kurukshetra"	The Building and Works Committee was informed regarding the action taken by Director and Chairman B&WC of the Institute on exclusion of "providing GPRS based energy monitoring and billing system" within the work of "Provision & Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT Kurukshetra. The Building & Works Committee ratified the same.	No further action is required
27.14.	To consider and approve the cost estimate for provision of installation of lifts alongwith toilet facilities for physically challenged students in various buildings at NIT Kurukshetra (Civil + Electrical Works).	The Building and Works Committee deliberated on the matter and approved the cost estimate for an amount of Rs.3,93,97,542/- for provision of installation of lifts alongwith toilet facilities for physically challenged students in various buildings at NIT Kurukshetra (Civil + Electrical Works).	EWS The work has been approved by the FC in its 47 th meeting and BOG in its 57 th meeting held on 30.03.2022. The A/A &E/S is in process under EWS

27.15	To consider and approve the cost estimate for construction of one Additional RCC Floor & lift block (G+2) over Existing (G+1) Lecture Hall Complex 12 Nos. (Vertical extension) at NIT Kurukshetra (Civil + Electrical Works)	The Building and Works Committee deliberated on the matter and approved the preliminary cost estimate for an amount of Rs.9,60,16,490/- for construction of one Additional RCC Floor & lift block (G+2) over Existing (G+1) Lecture Hall Complex 12 Nos. (Vertical extension) at NIT Kurukshetra (Civil + Electrical Works).	EWS	The work has been approved by the FC in its 47 th meeting and BOG in its 57 th meeting held on 30.03.2022. The A/A &E/S is in process under EWS
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***The deferred items will be put up before Building & Works Committee in its subsequent meetings.**

The Building & Works Committee may please note the Action Taken Report on the Minutes of 27th meeting of the Building & Works Committee of National Institute Technology, Kurukshetra held on 19.01.2022.

BWC 28.3 To ratify the action taken by the Director and Chairman B&WC of the Institute regarding to revise the cost estimate for the provision of furniture items and electrical wiring works related to installation of furniture for the work of (i) Pre-feb construction of 2nd floor over the SCOE Block and (ii) Additional floor over the existing building of MBA/MCA department.

The Director & Chairman Building & Works Committee approved the revised cost estimate of Rs. 1,80,91,794/- (Rs.1,73,91,200 + Rs. 7,00,594/-) in lieu of cost estimate of Rs. 1,85,21,300/- as already approved by B&WC in its 27th meeting held on 19.01.2022 vide item No. 27.10 in anticipation of the approval of Building & Works Committee for the provision of furniture items and electrical wiring works related to installation of furniture for the work of (i) Pre-feb construction of 2nd floor over the SCOE Block and (ii) Additional floor over the existing building of MBA/MCA department.

Further, it was also decided that this matter will be reported to the Building & Works Committee in its next meeting for ratification of the decision of the Chairman of the Building & Works Committee. The powers and functions of the Building & Works Committee as per NIT STATUTES under clause -13(2) is reproduced as under:

"if in the opinion of the Chairman of the Building and Works Committee, any emergency has arisen which requires immediate action to be taken, he shall take such action and report the same to the Building and Works Committee and the Board at their next meeting". **copies enclosed as Appendix 28.3 (i) from page 31 to 52.**

The Building & Works Committee may ratify the action taken by the Director and Chairman B&WC of the Institute regarding to revise cost estimate of Rs. 1,80,91,794/- (Rs.1,73,91,200 + Rs. 7,00,594/-) for the provision of furniture items and electrical wiring works related to installation of furniture for the work of (i) Pre-feb construction of 2nd floor over the SCOE Block and (ii) Additional floor over the existing building of MBA/MCA department.

Subject: Administrative approval and expenditure sanction of the revised cost estimate for providing furniture for the following works:

- (i) Pre-feb construction of 2nd floor over the OLD MBA Block (New Workshop Building)(SCOE)
- (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-feb construction.

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The above said works were approved by the Building & Works Committee in its 24th meeting vide items no. 24.3 & 24.4 held on 06.03.2018, subsequently approved by Finance Committee in its 37th meeting vide items no. 37.2 & 37.3 and BOG in its 45th meeting vide item no. 45.31 held on 04.06.2018. After approval of the BoG the A/A & E/S of the above said works was conveyed to Executive Engineer (Civil), CPWD, Karnal vide letter no. CC/3550/294/2975 dated 13.05.2019 & CC/3551/90/975 dated 10.02.2020 respectively for execution of the above said works. Thereafter, the above said works were allotted to the executing agency for execution by CPWD vide letters no. 54(PG/NIT Pre-feb)/KCD/2020/1729 dated 08.09.2020 and 54(PG/NIT MBA MCA)/KCD/2020/1805 dated 14.09.2020 respectively (copy enclosed)

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In view of the above a meeting of Space Allocation Committee was held on 17th February 2021 regarding to discuss the allocation of the additional space created due to on-going construction of additional floors on Old MBA Block (SCoE) and MBA MCA Deptt. to the Computer Engineering Department & the Computer Application Department. After detailed discussion the Space Allocation Committee allocated the space to Computer Engineering and Computer Application Department duly approved by the competent authority. The Space Allocation Committee also discussed to obtain the requirement of furniture items from concerned HODs for the above said created space. Accordingly the concerned HOD Computer Engineering and Computer Application were communicated vide letter No.EO/3409/145 dated 01.03.2021. The requirements of furniture items received from the HoD, Computer Engineering & Computer Application vide letters no. CO/2021/295 dated 09.04.2021 and no. DCA/2021/216 dated 12.07.2021. The same were put up before the EAC in its meeting held under the Chairmanship of Dean (P&D) on 13.07.2021 and the committee observed that the construction of these buildings is at an advance stage so the procurement of furniture items is essential to utilize the allocated space. The requirement of furniture items received from HOD(Co) and HOD (CA) for the above said newly being created space was sent to Executive Engineer (Civil), CPWD, Karnal vide letters no. CC/3550/238/1633 dated 26.04.2021 and no. CC/3550-3551/402/2373 dated 20.07.2021 to submit the cost estimate along with detailed specifications of furniture items

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Further, the requirements received from HoDs Computer Engineering & Computer Application the preliminary cost estimate of furniture items alongwith detailed specifications was obtained from the office of Superintending Engineer

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CPWD, Karnal vide letter no. 23(NIT-KKR)/S.E.-Karnal/2021/935-H dated 23.09.2021 for amounting to Rs. 1,85,21,300/- (copy enclosed).

Thereafter, the preliminary cost estimate of furniture items along with detailed specifications was put up before the Estate Affairs Committee meeting held on 17.11.2021. The EAC discussed in detail & deliberated on the matter and recommended that the preliminary cost estimate of Rs. 1,85,21,300/- for the above said work may be put up before the ensuing B&WC meeting for necessary approval (copy enclosed).

In the meantime a letter was received from the Assistant Engineer (Civil), CPWD vide letter No. 24(NIT)/AE/KSD/2021/325 dated 24.12.2021 to sought some clarifications/queries regarding furniture items at point no. 1, 2 & 3. Further, it was also stated in the letter that the requirement of furniture items of 03 nos. lecture halls was not included in the earlier requirement communicated to CPWD vide letter nos. CC/3550/238/1633 dated 26.04.2021, no. CC/3550-3551/402/2373 dated 20.07.2021 and CC/3550-3551/749/4998 dated 06.12.2021. The queries raised by CPWD were sent to HoD, Computer Engineering and HoD, Computer Applications on dated 03.01.2022 to intimate the revised requirement of the furniture items in the newly constructed 2nd floor of MCA & SCOE Block. Further, these queries related to furniture items were also discussed in the office of Dean (P&D) on 05.01.2022 in the presence of HoD Computer Engineering, HoD, Computer Applications, A.E. (Civil), CPWD and A.E. & J.E. (Civil), NITK. After detailed discussion it was resolved that concerned HODs of Computer Engineering and Computer Applications will send the revised requirement after re-appropriations of furniture items including modular and non-modular furniture including the furniture of 3 nos. Lecture Halls.

It is pertinent to mention here that the matter regarding furniture & electrical works to be done after the installation of furniture was discussed in the Progress Review Committee meeting held on 18.11.21 and accordingly the approval of competent authority was sought that the pending electrical wiring work may be executed along with the installation of the furniture items (copy enclosed)

Accordingly, the revised requirement of furniture items including furniture of Lecture Halls (03 nos.) and Institute Innovation Cell (IIC) received from their respective HOD vide letter Nos. CO/2022/18 dated 06.01.2022, No. DCA/2022/21 dated 07.01.2022 and No. CO/2022/34 dated 10.01.2022. It was also clarified in the above said letters that 193 seats system (computer table fixed) may be provided to be fixed other than modular furniture and 51 computer table of modular furniture for rooms at central facility other than fixed arrangement is to be provided and including minor modifications in the specifications and quantum of furniture items. The same requirements of HOD

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[Signature]

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Contd. from prepage

p/85-87
Computer Engineering and Computer Application were conveyed to Executive Engineer (Civil), CPWD, Karnal regarding to submit the revised cost estimate of furniture items for 2nd floor of MBA/MCA, 2nd floor of SCOE Block and Innovation Cell including Lecture Halls (03 nos.) vide letter no. CC/3550/-3551/17/224 dated 17.01.2022.

p/117-118
It is worth mentioning here that the 27 meeting of B&WC was scheduled to be held on 19.01.2022 to discuss the urgent issues related to arbitration cases for the work of 600 Seater Girls Hostel, Providing & Installation of HT/LT Sub Station (residential area), 300 Seater Multi-purpose Boys Hostel and Swimming Pool and routine items of B&WC pending issues related to other ongoing construction works. It is also worth mentioning here that the revised estimate of furniture items was not received from CPWD up to 19.01.2022 at the time of scheduled date of B&WC meeting. So the earlier preliminary cost estimate of Rs. 1,85,21,300/- submitted by CPWD for the work of provision of furniture items for the Pre-feb construction of 2nd floor over the SCOE and Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-feb construction was put up before the 27th B&WC meeting held on 19.01.2022 vide item no. 27:10 and the same was approved by the Building & Works Committee.

p/109-127
Further it is pertinent to mention here that the letters have been received from Assistant Engineer (Civil), CPWD vide letter No. 24(49)AE/KSD/2022/12 dated 15.01.2022 and No. 24(48)AE/KSD/2022/13 dated 15.01.2022 regarding physically completion of the above said works including Civil & Electrical and fix a date for inspection. Accordingly inspection was conducted on 27.01.2022 by the Inspection Committee duly approved by Competent Authority. During the inspection of the works the inspection committee observed some defects/shortcomings and the same were conveyed to Executive Engineer (Civil) & (Electrical), CPWD, Karnal for rectification of the defects vide letter Nos. CC/3551(ii)/76/613 dated 10.02.2022, CC/3550(iv)/77/612 dated 10.02.2022. No intimation regarding rectification of defects/shortcomings received from CPWD so far.

p/81-87
In response to letter No. 24(NIT)/AE/KSD/2021/325 dated 24.12.2021 received from AE (Civil), CPWD regarding revised requirement of furniture items. The same was discussed with Dean (P&D) on 05.01.2022 and communicated to the Executive Engineer (Civil), Karnal CPWD and Assistant Engineer (Civil), CPWD, NDR1 Campus, Near State Bank of India, Karnal vide letter No. CC/3550&3551/06/44 dated 06.01.2022 and No. CC/3550/-3551/17/224 dated 17.01.2022 respectively for the execution of electrical wiring works related to installation of furniture for the above said works and to consider the specifications of computer fixed tables and requirement of furniture in 3nos. Lecture Halls and IIC Cell. In this regard the Executive Engineer (Elect.) KED,

P/89-107

9/129-131

"If in the opinion of the Chairman of the Building and Works Committee, any emergency has arisen which requires immediate action to be taken, he shall take such action and report the same to the Building and Works Committee and the Board at their next meeting".

The matter will be reported to the B&WC in its next meeting.

A.E. (Civil) 9/4/22

A.E. (Elect.)

Sr. Supdt. (Ac.)

Prof. I/C (E&C)

Facility M/C (E&C)
10/24/12

Faculty I/C (EM&T)

Dean (P&D) Ba
10/03/2022

Registrar I/C *20/11/22*

Chairman, Building & Works Committee and
Director, NIT, Kurukshetra -34-

REGISTRAR OFF 7
Diary No. 458
Dt. 10.03.2

[Handwritten notes and signatures]



BWC 27.7 To consider and approve the preliminary cost estimate for the provision of Inter locking paver blocks on ECO track from

- (i) West side of Oxidation Pond to Near MBA/MCA Block.
- (ii) Main gate of STP to H. No. CA-7 along the boundary wall.
- (iii) STP main gate to South West corner of the Kalpana Chawala Girl's hostel.
- (iv) South West Corner of the Kalpana Chawala Girl's Hostel to main boundary wall of the Institute towards west along the main storm water drain.

The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the provision of Inter locking paver blocks on ECO track be deferred till the next meeting of B&WC.

BWC 27.8 To consider and approve the preliminary cost estimate for the construction of Boundary wall around hostel no. 5 (towards east side along the bearer barracks and on back side from south east corner upto main gate.)

The Building and Works Committee deliberated on the matter and approved the preliminary cost estimate for an amount of Rs.36,16,000- for the construction of Boundary wall around hostel no. 5 (towards east side along the bearer barracks and on back side from south east corner upto main gate.).

BWC 27.9 To consider and approve the preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground at NIT Kurukshetra.

The Building and Works Committee resolved that the above agenda item for preliminary cost estimate for the construction of 3 nos. synthetic Tennis Court with light facility etc. by dismantling the existing Tennis Court in the Sports Ground be deferred till the next meeting of B&WC.

BWC 27.10 To consider and approve the preliminary cost estimate for providing furniture for the following works:

- (i) Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building)(SCOE)
- (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-fab construction.

The Building and Works Committee deliberated on the matter and approved



the preliminary cost estimate for an amount of Rs.1,85,21,300/- for providing of furniture for the following works :

- (i) Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building)(SCOE)
- (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-fab construction.

BWC 27.11 To consider and ratify the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:

- i) Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra.
- ii) Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra.

The Building and Works Committee was informed regarding the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:

- (i) Amount of Rs. 77,17,751/- for the Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra
- (ii) Amount of Rs. 2,24,29,456/- for Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra.

The Building & Works Committee confirmed the same by pointing out that in future before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval.

BWC 27.12 To report regarding arbitration case under process for the works of :

- i) Construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5)
- ii) Construction of Swimming Pool at NIT, Kurukshetra

The Building and Works Committee was informed regarding the above two arbitration cases. Further the Committee resolved that before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval in time.



भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT



कार्यालय अधीक्षण अभियन्ता- करनाल
डेफेंड ऑफिस बिल्डिंग, द्वितीय तल,
एस.सी.ओ.-19-20, सेक्टर-12 (पार्ट-1)
करनाल-132001

Office of Superintending Engineer - Karnal
Hafed Office Building, 2nd Floor,
S.C.O.-19-20, Sector-12 (Part-1)
Karnal-132001

संख्या - 23(NIT-KKR)/अधी.अभि.करनाल/2022/ 246-180 दिनांक : 01/02/2022

सेवा में,

Prof. I/C (Estate & Construction)
National Institute of Technology
Kurukshetra

विषय : (I) "Construction of additional floor over the existing building of MBA/MCA Department with conventional permanent construction instead of pre-fab construction" at NIT Kurukshetra.
(II) "provision of Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building) (SCOE)" at NIT Kurukshetra.
SH:- Providing, supplying and installation/fixing office furniture.

संदर्भ : Your office letter no. CC/3550-3551/17/224 dated 17.01.2022

नमोदय,

Please find enclosed herewith a Preliminary Estimate amounting to Rs. 1,73,91,200/- for above noted work for obtaining A/A & E/S of competent authority. The necessity for preparing the estimate has been explained in history part of the estimate.

It is, therefore, requested to accord and convey the administrative approval & expenditure sanction at the earliest.

This issues with the approval of Superintending Engineer-Karnal.

Encl : As Above

सहायक अभियन्ता-करनाल
कार्यालय अधीक्षण अभियन्ता-करनाल
के.लो.नि.वि. करनाल

प्रतिलिपि :-

1. कार्यपालक अभियन्ता (सि.) के.लो.नि.वि. करनाल को सुचनार्थ प्रेषित।

-37- सहायक अभियन्ता-करनाल

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

**State: Haryana
Branch: B & R**

**Division: Karnal
Sub-Division: KKR**

NAME OF WORK: (i) "Construction of additional floor over the existing building of MBA/MCA Department with conventional permanent construction instead of pre-fab construction" at NIT Kurukshetra.
(ii) "provision of Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building) (SCOE)" at NIT Kurukshetra.
SH:- Providing, supplying and installation/fixing office furniture.

MAJOR HEAD	MINOR HEAD	DETAIL HEAD
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This preliminary cum detailed estimate has been framed by Er. Prashant Agarwal, Executive Engineer-Karnal (Civil), Karnal Division and further processed in office of Superintending Engineer-Karnal, CPWD, Karnal for the probable cost of Rs. 1,73,91,200/- i/c contingencies.

History:

This preliminary cum detailed estimate amounting to Rs. 1,73,91,200/- i/c 3% contingencies has been framed to cover the probable cost of the above mentioned work and for accord of Administrative Approval and Expenditure Sanction by the competent authority. The requisition of the above mentioned work has been received from the Prof. I/C (Estate & Construction) vide letter No. CC/3550-3551/17/224 dated 17.01.2022 (Copy enclosed). Earlier an estimate of Rs. 1,85,21,300/- was sent by the office of SE-Karnal vide letter No. 23(NIT-KKRY/SE-KARNAL/2021/935-H dated 23.09.2021 which may be treated as null and void. Hence this preliminary estimate has been framed for obtaining A/A & E/S from the competent authority.

Design & Scope:

The following provisions have been kept in this preliminary estimate:-

1.	Podium Dais.	01 No.
2.	Single sided open steel rack of size 900 mm(W) x 316 mm(D) x 1850 mm(H)	16 Nos.
3.	Bookshelf storage with Glass Door of size 916 mm(W) x 486 mm(D) x 1980 mm(H)	10 Nos.
4.	Steel almirah of size 916mm(W)x486mm(D)x1980mm(H)	32 Nos.
5.	Wooden sofa seven seater (3+2+2) of three seater size 1750mm(L) x 870mm(D) x 790mm(H) and two seater size 1340mm(L) x 870mm(D)	01 No.
6.	Corner wooden Table of size 1000 mm W x 650 mm D x 459 mm H	01 No.
7.	Medium Back Chair (HOD) of size 761mm (L) x 761mm (D) x 965-1140mm (H) and seat height 431-531mm	01 No.
8.	Visitor chair (HOD) of size 609mm x 642mm x 982mm with seat height 448mm	03 Nos.
9.	Notice board of size 1200mm x 900mm	21 Nos.
10.	White board of size 1800 mm x 1200 mm	17 Nos.
11.	White board of size 3000 mm x 1200 mm	08 Nos.
12.	key holder made of size 900 mm x 600mm	02 Nos.
13.	Training Chair with Desklet of seat size 52.5cm. (W) X 53.2cm. (D)	50 Nos.
14.	Office computer table of size 1200 mm W x 600 mm D x 750 mm H	37 Nos.
15.	Lab computer table of size 800 mm W x 450 mm D x 735 mm H	136 Nos.

- 38 -

16.	Computer chair with castors and arms of seat size 45.0cm(W) x 42.0cm(D)	411 Nos.
17.	Faculty Table for rooms of size 1650 mm W x 700 mm D x 743 mm H with side unit 1000 mm W X 450 mm D X 743 mm H	09 Nos
18.	Faculty Table for labs of size 1500 W mm x 750 D mm x 740 H mm	14 Nos.
19.	Faculty Visitor Chair with arm of size 49.0 cm. (W) x 44.0 cm. (D)	71 Nos.
20.	Pigeon hole mailbox of size 900mm X 1800mm with box size 275x275mm	06 Nos.
21.	Faculty Chair revolving with arms of size 49.0 cm. (W) x 44.0 cm. (D)	22 Nos.
22.	Work station single side for labs 25 mm thick Post forming MDF Board with lamination of mica of size 700mm wide and 750mm long of capacity 155 seats with 75cm centre to centre.	120 mtr.
23.	Work station double side for labs 25 mm thick Post forming MDF Board with lamination of mica of size 1520mm wide and 750mm long of capacity 38 seats with 75cm centre to centre.	15 mtr.
24.	Providing & fixing vertical blind of 100mm in width in any colour as approved by Engineer-In-Charge.	290 mtr
25.	Providing, supplying and placing lecture hall desk of required length total capacity 231 (3x77 per lecture hall) approximate seat size per student 675mm.	210 mtr

Obligations of the client department

1. After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These local bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
2. CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased/changed or there is deviation in quantities.
3. Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
4. The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/ damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
5. Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payment made to the contractors for execution of work.
6. The client department will help CPWD in :-
 - a) Providing site for labour huts for the contractor's labour free of cost.
 - b) Providing free access to contractor's material and labour to the site of work.

- c) Providing electricity connection for execution of work on payment of usual charges, and
d) Sanction and release of load from the concerned Electricity Board/Authority.

Specification: Work shall be carried out as per CPWD Specification 2019 Vol. I & II with up to date correction slips shall be followed.

T & P: No T & P is required.

WC Establishment: Shall be met out.

Land: Available with client department.


Rate: Based on Market Rates.

Method: Through contract after call of tender.

Time: 180 Days (After receipt of A/A & E/S).

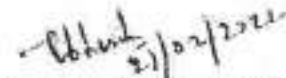
Cost: Rs. 1,73,91,200/- i/c 3% contingencies.

Note:- The cost and time of the project is liable to revision due to probable escalation in cost of construction apart from reasons such as change in scope, area, design and specifications etc., if so desired by the client at a later date. The execution of the work will depend upon the receipt of the funds through authorization or through allocation well in time during the financial years.
This preliminary estimate submitted by CPWD is valid upto one year from the date of submission of preliminary estimate.


Assistant Engineer (Civil)
O/o SE-Karnal
CPWD, Karnal

2

-Sd-
Executive Engineer-Karnal
CPWD, Karnal


Superintending Engineer-Karnal
CPWD-Karnal

GENERAL ABSTRACT

Name of Work:- (i) "Construction of additional floor over the existing building of MBA/MCA Department with conventional permanent construction instead of pre-fab construction" at NIT Kurukshetra.
(ii) "provision of Pre-fab construction of 2nd floor over the OLD MBA Block (New Workshop Building) (SCOE)" at NIT Kurukshetra.

SH:- Providing, supplying and installation/fixing office furniture.

Sl.No	Description	Qty	Unit	Rate	Amount	
1	NON SCHEDULE					
1	The Podium dais to be made out of 19 x 19mm sq. CRCA pipe 18 G thick having a 3 step pedestal at base to impart elegance & rigidity to the dais. The frame to be clad with 18 mm thick pre-laminated board. The height of the podium facing the speaker is 43" for a total front height of 48". The standing surface on top having a working area of 22" x 17" to be provided for addressing the audience; the 22" front edge of this board is post formed board. One shelf is provided below the top post formed surface for any accompaniment for use of the speaker/lecturer. A footrest is provided at 7" above the base for the comfort of the user. All metal components are powder coated and oven baked after proper pre-treatment.	1	Each	20558.55	20558.00	MR
2	Providing, supplying and Placing in position single sided open steel rack of approved make having certification of green guard UL, Green pro, SCS IAQ, GRHA. The overall size of rack shall be 900 mm(W) x 316 mm(D) x 1850 mm(H). Rigid Knockdown type, the material used shall be CRCA 0.8 mm thick sheet of grade D conforming to IS 513. The number of adjustable shelves will be five with six loading levels. Back stiffeners at the rear of the shelves will be provided to support the material/books. All steel component of rack shall be powder coated 40-50 micron (DFT) after seven tank pretreatment process flow.	16	Each	21060.32	336965.00	MR
3	Providing, supplying and placing Bookshelf storage with Glass Door overall size of 916 mm(W) x 485 mm(D) x 1980 mm(H) with welded construction made of CRCA steel. It should have shelf sheet thickness of 0.7 mm, back sheet thickness of 0.8mm, door sheet thickness of 0.8mm (high yield strength) and all other components shall have sheet thickness of 0.9mm. All steel sheet components shall be made of CRCA 'D' grade high yield strength as per IS:513. The glass door shutter shall have glass 5mm thick, brass handle and 2 way locking mechanism with shooting bolt as per manufacturer's specification. It should have a height wise adjustable shelf mounting which shall have a Uniformly Distributed Load Capacity of max 40 Kg. It should also have a M10 Screw type Leveller with Hex plastic base. All steel component of bookshelf shall be powder coated 40-50 micron (DFT) after seven tank pretreatment process flow.	10	Each	41808.19	418082.00	MR
4	Providing, supplying and placing steel almirah with overall size of 916mm(W)x485mm(D)x1980mm(H) with welded construction made of CRCA steel. It should have the sheet thickness of shelves 0.7 mm, back sheet thickness of 0.8mm, door sheet thickness of 0.8mm (high yield strength) and all other components shall have sheet thickness of 0.9mm made of CRCA 'D' grade high yield strength as per IS:513. The steel almirah should have a handle and three way locking mechanism with shooting bolts as per approved brand. It should have a height wise adjustable shelf mounting which shall have a Uniformly Distributed Load Capacity of max 40 Kg. It should also have a M10 Screw type leveller with Hex plastic base. All steel component of steel almirah shall be powder coated 40-50 micron (DFT) after seven tank pretreatment process flow. The product shall have stated certification:- Green guard UL, Green pro, SCS IAQ, GRHA.	32	Each	33016.80	1056538.00	MR
5	Providing, supplying and placing seven seater (3+2+2) sofa of approved brand, colour and design, that shall be constructed from natural hard wood and commercial plywood having inner frame overall size of three seater sofa shall be 1750mm(L) x 870mm(D) x 790mm(H) and of two seater shall be 1340mm(L) x 870mm(D). The sofa shall be upholstered with Synthetic leather. Understructure shall be made of seasoned solid wood frame material of size 50mm x 50mm. Seat of PU foam with foam density of 28 Kg/cubic m and Back Foam density of 22 kg/cubic m and (150mm thick) webbing material Nylon of 50 mm thickness including springs hassen cloth, cotton. Rubber wood facia of size 75mm(W) x 450-500mm(H) x 18mm thick solid wood is to be provided on the armrests and facia.	1	Each	111668.93	111669.00	MR
6	Providing, supplying & placing in position Centre Table of approved brand design and PU coating having overall size of the table shall be 1000 mm W x 650 mm D x 459 mm H. Table top shall be made of 10 mm thick Tempered glass. The wooden designed frame base shall be made of 70 mm square hard wood. There shall be understorage shelf with glass of size 755 x 195 x 6 mm thickness. with sides made of minimum 25 mm thick supporting wooden frame. The glass top shall be supported with UV disc bond.	1	Each	22140.51	22141.00	MR

7	Providing, supplying & placing in position Main Table (HDD) overall size of the table shall be 1800 W mm x 900 D mm x 750 H mm. Top surface of the table shall made up of MDF (Medium density fibre) board duly finished with Veneer and final coating of PU. The Main desk should contain in built key board pull out tray for keeping keyboard of computer. The front modesty panel of the table shall be made up of pre-lam board of size 1640 mm x 600 mm x 15mm which shall also be duly finished with Veneer and PU coating. For personal storage one mobile pedestal (3 drawer unit) shall be provided of size 510 mm Width x 635 mm Height and 445 mm Depth. The storage pedestal shall also be made up of MDF duly finished with veneer & final coating of PU. The side unit shall be of size 1200mm Width x 445mm Depth x 660 mm Height. The side unit shall be made up of MDF board duly finished with Veneer and final finish by PU Coating. The design of the side unit shall be such that it can be placed on either side of the main table. The side unit shall contain open space for keeping cpu in extreme right side, one closed storage shutter at extreme left end & open space in the middle with one shelf for keeping files. The thickness of the top of the side unit shall be 25mm.	1	Each	111437.79	111438.00	MR
8	Providing, supplying and placing in position Medium Back Chair of overall size i.e. 751mm (L) x 761mm (D) x 965-1140mm (H) and seat height 431-531mm, of approved make design and colour. The Cushioned seat should be made of injection molded Plastic outer & inner. Plastic inner should be upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam of Density 45±2 kg/m ³ , and hardness load 16 ± 2 kgf for 25% compression. Seat size shall be 47.0 cm. (W) x 48.0 cm. (D). The Cushioned back should be made of PU Foam with Insitu molded MS E.R.W Round Tube of size 1.9±0.03cm x 0.16 ±0.0128cm. It upholstered with Leatherette. Back size shall be 47.7 cm. (W) x 60.1 cm. (D). The armrest top should be moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of Ø8.81±0.03 cm x 0.2±0.01 cm thick MS E.R.W tube having chrome plated finish. The armrest height adjustable up to 6.5±0.5cm in 5 steps. The adjustable tilting mechanism should be designed with the following features: • 360° revolving type, • Front-pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort. • Tilt tension adjustment can be operated in seating position. • 5-position Tilt limiter giving option of variable tilt angle to the chair. • Seat/Back tilting ratio of 1: 2 • The mechanism housing should be made up of HPDC Aluminium black powder coated. Seat depth adjustment should be integrated in the seat through a sliding mechanism. Seat depth adjustment range should be of 6.0±0.5 cm. Back Frame should be connected to the Up/Down mechanism housed in Plastic T yspin. It can be adjusted in the range of 7.42±0.5 cm for the comfortable back support to suit individual need. The pneumatic ht adjustment has an adjustment stroke of 10.0±0.3 cm. The pedestal should be High Pressure Die cast polished Aluminium and fitted with 5 nos. twin wheel castors. The pedestal should be 65.0 ± 0.5cm, pitch-center dia.(75.0 ± 1.0cm, With castors.) The twin wheel castors should be injection moulded in black PP having 6.0± 0.1cm wheel Diameter. (The said product shall have stated certification: GreenGuard UL Gold, BIFMA Level, GreenPro, SCS IAQ, GRHA)	1	Each	25421.75	25422.00	MR
9	Providing, supplying and placing visitor chair of overall size 606mm x 642mm x 982mm with seat height 448mm of approved make design and colour. The Cushioned seat should be made of injection molded Plastic outer & inner. Plastic inner should be upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam of Density 45±2 kg/m ³ , and hardness load 16 ± 2 kgf for 25% compression. Seat Size shall be 47.0 cm. (W) x 48.0 cm. (D). The Cushioned back should be made of PU Foam with Insitu molded MS E.R.W Round Tube of size 1.9±0.03cm x 0.16 ±0.0128cm. It upholstered with Leatherette. Back Size shall be 47.7 cm. (W) x 60.1 cm. (D). The tubular frame should be cantilever type and made of Ø2.54± 0.03 cm X 0.02 ± 0.016cm thick SS 202 tube. The back should be connected to frame through chrome plated high pressure die case connector piece. (The said product shall have stated certification: GreenGuard UL Gold, BIFMA Level, GreenPro, SCS IAQ, GRHA). The cushioned seat should be made of injection molded Plastic outer & inner. Plastic inner should be upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam of Density 45±2 kg/m ³ , and hardness load 16 ± 2 kgf as per IS:7188 for 25% compression. *Seat Size : 47.0 cm. (W) x 48.0 cm. (D) The cushioned back should be made of PU Foam with Insitu molded MS E.R.W Round Tube of size 1.9±0.03cm x 0.16 ±0.0128cm. It upholstered with Leatherette. BACK SIZE: 47.7 cm. (W) x 60.1 cm. (D) Visitor TUBULAR FRAME: The tubular frame should be cantilever type and made of Ø2.54± 0.03 cm X 0.02 ± 0.016cm thick SS 202 tube. The back should be connected to frame through chrome plated high pressure die case connector piece	3	Each	19212.37	57637.00	MR

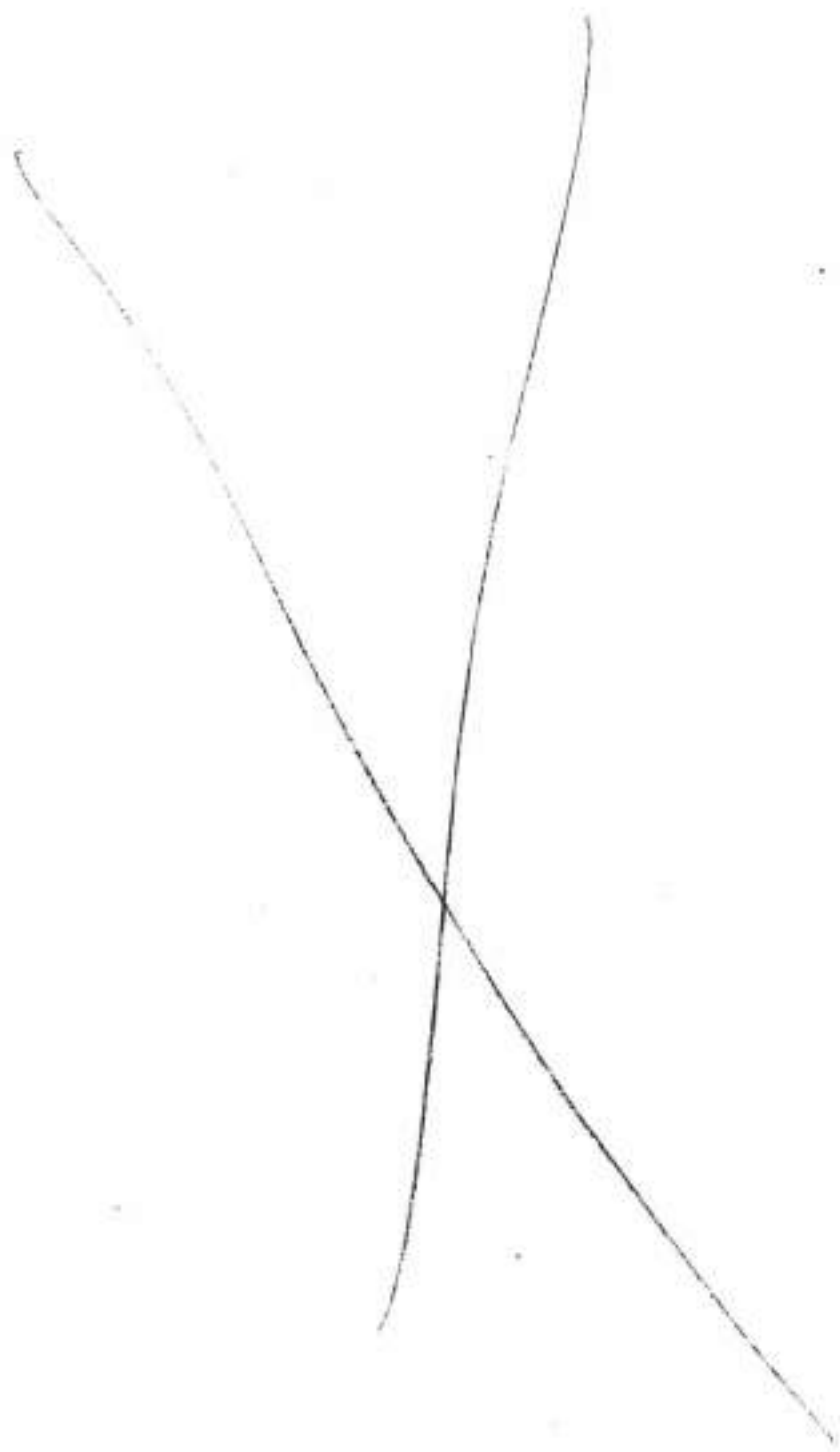
10	Providing, Supplying and fixing of Notice board of size 1200mm x 900mm surface material 0.8mm thick melamine coated sheet surface cover with green fabric for pin up. Core material -9mm thick particle board. Adhesive - Best Quality Rubber Sprayable Adhesive/VOC Free white adhesive. Backing material -0.8mm thick mica. Aluminium frame Anodized extruded aluminium section designation 63400 as per IS:1285-2002. Spares Chrome Plated wall mounting bracket at all four corners fitted with aluminium frame and ABS Plastic Corners.	21	Each	3777.29	79323.00	MR
11	Providing, Supplying and fixing of white board of size 1800 mm x 1200 mm surface material 0.8mm thick melamine coated sheet surface cover with green fabric for pin up. Core material -9mm thick particle board. Adhesive - Best Quality Rubber Sprayable Adhesive/VOC Free white adhesive. Backing material -0.8mm thick mica. Aluminium frame Anodized extruded aluminium section designation 63400 as per IS:1285-2002. Spares Chrome Plated wall mounting bracket at all four corners fitted with aluminium frame and ABS Plastic Corners.	17	Each	9265.05	157506.00	MR
12	Providing, Supplying and fixing of white board of size 3000 mm x 1200 mm surface material 0.8mm thick melamine coated sheet surface cover with green fabric for pin up. Core material -9mm thick particle board. Adhesive - Best Quality Rubber Sprayable Adhesive/VOC Free white adhesive. Backing material -0.8mm thick mica. Aluminium frame Anodized extruded aluminium section designation 63400 as per IS:1285-2002. Spares Chrome Plated wall mounting bracket at all four corners fitted with aluminium frame and ABS Plastic Corners.	8	Each	16392.02	131136.00	MR
13	Providing, supplying & placing key holder made of 18mm thick pre-laminated board, size of the board shall be 900 mm x 600mm with 21 hooks/page aligned in symmetrically to place the keys in alphabetical manner. The pegs shall be C shape made of SS Steel.	2	Each	6592.67	13185.00	MR
14	Providing, supplying and placing in position Training Chair with Desklet of approved brand, design and colour. The seat and back are made up of injection moulded high impact strength polypropylene polymer with indoor grade UV resistance. The dimensions of Back shall be 51.6cm (W) x 40.5cm (H) and of seat shall be 52.5cm (W) x 53.2cm (D). The powder-coated (DFT 40-60 microns) frame structure shall be made of 3.5±0.03cm x 1.5±0.03cm x 0.16±0.012cm thk M.S. E.R.W. tube and welded connecting tube made of dia 2.22±0.03cm x 0.16±0.012cm thk M.S. E.R.W. SQUARE tube to form the Mainframe assembly. The shoes are made of high impact strength polypropylene polymer compound with indoor grade UV resistance and pressed fitted with tubular frame. The 'L' shape desklet is made up of 1.8±0.05cm thk pre-laminated particle board with 0.2±0.05cm thk injection moulded polypropylene all around. Desklet has front and back adjustment of 4.4cm ±0.5 cm. The outer dimensions of desklet are 31.5±0.1cm (W) x 47.0±0.1 cm (D). The paper tray is made of dia 0.4 ±0.005cm M.S. rod which is spot welded to form a mesh type structure. It is powder coated (DFT 50±10 microns). The size of the tray is 40.1 (W) x 36.1 (D) x 22.0 (H) cm. (The said product shall have stated certification: Green Guard UL Gold, GreenPro, SCS MQ, GREENA)	50	Each	7703.07	385154.00	MR
15	Providing, supplying and placing in position office computer table of approved brand, design and colour, overall size of the table shall be 1700 mm W x 600 mm D x 750 mm H. Table top shall be 18 mm pre-laminated particle board and with load bearing capacity 35 Kgs, one side open shelves arrangement of width 350mm for CPU, one side drawer arrangement 300mm in width and central portion for sliding tray for key board. The table top shall be 18 mm pre-laminated particle board, 3 mm pre-laminated MDF board. Metal parts shall be BM Slide For Keyboard plus castor mounting table plus locking bracket plus angle clip. Hardware shall be Screw, KD fitting, Wooden Dowel, PVC inserts. Construction shall be KD fitting, Wooden dowel & Angle Clip. (The said product shall have stated certification: Green Guard UL Gold, GreenPro, GREENA)	37	Each	18413.26	681291.00	MR
16	Providing, supplying and placing in position lab computer table of approved brand, design and colour, overall size of the table shall be 800 mm W x 450 mm D x 735 mm H. The top shall be made up of 15 mm thick MDF board with 0.18 mm thick PVC vacuum lamination on Top. All other panels shall be made of particle board with 0.4 mm lipping on edges. The table should have arrangement for sliding tray for key board, partition for CPU etc.	136	Each	8351.19	1135762.00	MR

17	Providing, Supplying and placing computer chair of approved brand, design and colour. The seat shall be made from 1.2 ±0.1cm. thick hot pressed plywood and back seat shall be injection moulded from black Co-polymer Polypropylene upholstered with fabric and moulded Polyurethane foam together with seat and back covers. The back foam seat shall be designed with contoured lumbar support for extra comfort. The dimensions of Seat shall be 45.0cm(W) x 42.0cm(D) and of back seat shall be 39.0cm(W) x 38.0cm(H). The seat and back covers seat shall be injection moulded in black Co-polymer Polypropylene. The HR polyurethane foam seat shall be moulded with density=45±2kg/m ³ and Hardness load 16±2kgf-as-per IS:7888 for 25% compression. The one piece armrests seat shall be injection moulded from black Nylon. The armrests seat shall be fitted to the seat with armrest connecting brackets made of 0.5 ± 0.05 cm. thick HR steel. The permanent contact mechanism seat shall be designed with 360 degree revolving, 14 +/2 degree maximum back tilt, Tilt tension adjustment, Upright position locking. The pneumatic height adjustment shall have an adjustment stroke of 11.0 ±0.3cm. The bellow shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal shall be 62.0 ±0.5cm. pitch-centre dia. (72.0 ±1.0cm with castors). The twin wheel castors shall be injection moulded in Black Nylon. Overall Dimensions of Chair shall be Seat Height - min 43.0 to max 54.0cm, Height - min 81.5 to max 91.5cm, Width & Depth of Chair as measured from pedestal - Width-71.0 cm and Depth-71.0 cm.	411	Each	8854.11	3639039.00	MR
18	Providing, Supplying & Placing In position Faculty Table for rooms of approved brand, design and colour, overall size of the table shall be 1650 mm W x 700 mm D x 743 mm H and of Side Unit shall be 1000 mm W x 450 mm D x 743 mm H. Top shall be of 18 mm thickness made of pre-laminated twin board with 2 mm Edge banding. Wenge and savannah Maple pre-laminated twin board shall be used. The Understructure shall be in pre-laminated panels made with pre-laminated twin boards. 2-Drawer and 3-Drawer storage units with different combinations to support tops made with 18 mm pre-laminated twin boards of different colours. Modesty and back panels made with 18 mm pre-laminated twin boards. The pedestals / storages shall be fitted with necessary locks.	9	Each	60068.13	540613.00	MR
19	Providing, Supplying & Placing In position Faculty Table for labs of approved brand, design and colour, overall size of the table shall be 1500 W mm x 750 D mm x 740 H mm. The top shall be made from 25 mm thick pre-laminated board. All the edges are sealed with 2 mm thick PVC edge band all around. Side panels shall be made from 25 mm thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band on the user side and 0.8 mm on the top and bottom side. The side panels have 2 glide screws each for levelling of the desk. Modesty panel shall be made from 18 mm thick pre-laminated particle board. All the edges are sealed with 0.8 mm thick PVC edge band all around. Freestanding Pedestal shall be made from 18 mm pre-laminated particle board with a combination of 2 mm and 0.8 mm PVC edge band on all the exposed surfaces as per requirement. The drawers are provided with suitable slides for smooth operation. All the pedestal drawers are centrally locked with a single key.	14	Each	35012.26	490172.00	MR
20	Providing, supplying and placing in position Faculty Visitor Chair with arm of approved brand, design and colour. The seat and back shall be made up of 1.2 ±0.1cm. thick hot pressed plywood and shall be upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of the back shall be 49.0 cm. (W) x 47.0(H) cm and of seat shall be 49.0 cm. (W) x 44.0 cm. (D). The HR Polyurethane foam shall be moulded with density= 45 ± 2 kg/m ³ and Hardness load 16 ± 2 kgf as per IS:7888 for 25% compression. The armrest tops shall be injection moulded from black Polypropylene. The tubular armrest supports should hold together the seat and back. The tubular frame shall be cantilever type & made of 0.254±0.03cm. x 0.2 ±0.016cm.thk. M.S. E.R.W. tube and black powder coated (DFT 40-60 microns). Overall Dimensions of Chair shall be Seat Height - 43.0cm, Height - 80.5cm, Width & Depth of Chair as measured from pedestal - Width-55.0 cm and Depth-61.0 cm.	71	Each	8015.51	569101.00	MR
21	Providing rack of capacity 18 Nos. of model name Pigeon hole having side, top, bottom and shelf panel made up of 18mm thick Pre-laminated particle board (interior grade) and back panel made up of 18mm thick Pre-laminated particle board and the edges shall be sealed with 2mm thick thin strip of Impermeable PVC that is cut to fit the size of board panel and duly pasted with the assistance of edge banding machine at 200 degree Celsius. The compartment size shall be approx. 275mm X 275mm. The manufacturer shall have quality and safety assurance like ISO-9001:2015, ISO-14001:2015 and ISO18001:2007, BIFMA membership and AIOQA certification. The board used should meet international Standard of quality, Indian standard IS 12823 grade it should meet long time load bending, screw-withdrawal strength, modulus of rupture and modulus of elasticity bending tested as per IS 2380.	6	Each	33660.27	201962.00	MR

22	Providing, Supplying and placing in position Faculty Chair of approved brand, design and colour. The seat and back shall be made up of 1.2 ±0.1cm. thick hot pressed plywood and shall be upholstered with fabric and moulded Polyurethane foam with PVC lipping all around. The back foam shall be designed with contoured lumbar support for extra comfort. The dimensions of the back shall be 49.0 cm. (W) x 47.0 (H) cm and of seat shall be 49.0 cm. (W) x 44.0 cm. (D). The HR Polyurethane foam shall be moulded with density 45 ±2 kg/m ³ and Hardness load 16 ± 2 kgf as per IS:7888 for 25% compression. The armrest tops shall be injection moulded from black Polypropylene. They shall be fitted to tubular armrest supports made of dia 2.54 ±0.03cm. x 0.2 ±0.016cm.thk. M.S. E.R.W. tube and black powder coated (DFT 40-60 microns). The tubular armrest supports should hold together the seat and back. The mechanism shall be designed with 360° revolving type, 17 ±2° maximum tilt on pivot at center, Upright position locking. Tilt tension adjustment. The pneumatic height adjustment shall have an adjustment stroke of 11.0 ±0.3cm. The below shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be fabricated from 0.2 ± 0.02 cm thick HRsheet (IS :20 1079/ HR), powder coated (DFT 40-60 microns) and fitted with an injection moulded black Polypropylene hub cap and 5 nos. twin wheel castors. The pedestal shall be 80.0 ±0.5cm. pitch-centre dia. (70.0 ±1.0 cm. with castors).The twin wheel castors shall be injection moulded in Black Nylon. Overall Dimensions of Chair shall be Seat Height - min 42.4cm to max 53.4cm, Height - min79.9 to max 90.9 cm, Width & Depth of Chair as measured from pedestal - Width-70.0 cm and Depth-70.0 cm.	22	Each	12647.57	278247.00	MR
23	Providing and fixing 25 mm thick Post forming MDF Board with lamination of mica on top of board and other side balancing lamination of required thickness, brand, design and colour 700mm wide, running longitudinally for computer work stations for labs supported and fitted on the steel frame of 1.8 mm thick square pipe of size 40x40mm @ 1.5 mtr centre to centre for vertical support and allround frame for support of base board. On this Table top 500mm wide board running longitudinally for box and with 100mm gap between base board and top board and vertical board 500mm long x 100mm high, @750mm centre to centre is to be provided. The table height from ground is 700mm. Front board of height 580mm 25mm thick MDF Pre-laminated Board is to be fixed vertically on the top of longitudinally base board with support of MS tube 25x25mm 2.00mm wall thickness @75cm centre to centre fixed with main frame for fixing of switch/socket/electrical accessories etc. All steel parts shall be thoroughly pretreated for degreasing derusting, phosphating and passivation, before being powder coated and baked in oven at a temp. of 200 degree celcius, so as to obtain scratch resistant surface to achieve powder coating with an average thickness of 45 microns. The wooden edges to be finished with proper moulding as approved by Engineer-in-charges. Table frame should be fixed on floor, with steel anchor bolts as per approved drawings. Work station shall be provided continuously in the multipul of 75cm length. The item includes the cost of all fixtures and fittings/fastners and cable manager etc. required to complete the work station as per approved drawings by the Engineer-in-charge/client. Sample of one unit of work station shall have to be provided in lab NIT Kurukshetra as per approved drawing for approval of the competent authority before execution of scheduled quantity.	120	Runnin gMtr	14683.81	1762057.00	MR
24	Providing and fixing 25 mm thick Post forming MDF Board with lamination of mica on top of board and other side balancing lamination of required thickness, brand, design and colour, 1520mm wide running longitudinally for computer work stations for labs to be used from both side, supported and fitted on the steel frame of 2.00mm thick MS square pipe of size 40x40mm @ 1.5 mtr centre to centre for vertical support and allround frame for support of base board. On this Table top 1120mm wide board running longitudinally for box and with 100mm gap between base board and top board and vertical board 1120mm long x 100mm high, @750mm centre to centre is to be provided. The table height from ground is 700mm. Central box of height 460mm x 75mm wide made with 25mm thick MDF Pre-laminated Board is to be fixed vertically on the top of longitudinally top board with support for fixing of switch/socket/electrical accessories etc. vertical box to be covered on the top also. All steel parts shall be thoroughly pretreated for degreasing derusting, phosphating and passivation, before being powder coated and baked in oven at a temp. of 200 degree celcius, so as to obtain scratch resistant surface to achieve powder coating with an average thickness of 45 microns. The wooden edges to be finished with proper moulding as approved by Engineer-in-charges. Table frame should be fixed on floor, with steel anchor bolts as per approved drawings. Work station shall be provided continuously in the multipul of 75cm length. The item includes the cost of all fixtures and fittings/fastners and cable manager etc. required to complete the work station as per approved drawings by the Engineer-in-charge/client. Sample of one unit of work station shall have to be provided in lab NIT Kurukshetra as per approved drawing for approval of the competent authority before execution of scheduled quantity.	15	Runnin gMtr	25197.20	377958.00	MR

25	Providing & fixing vertical blind of 100mm in width in any colour of VISTA or equivalent as approved by Engineer-in-Charge.	290	Sqm	2079.50	603055.00	MR
26	Providing, supplying and placing lecture hall desk of required length (In front row), comprising of 25 mm thick Postforming MDF Board of superior quality, lamination of mica of approved thickness and shade on top of desk/bench/front board/ shelf top with 75mm over lapping on inner side including balancing lamination on other face. Front board 750mm wide and writing surface 450 mm wide and inner shelf duly supported over a steel frame of tube of size size 25X25mm 2.00 mm thick and 25X50mm 2.5mm thick MS tube properly designed as per required height of desk as per approved drawing and jointed with MIG welding, so as to achieve rigidity of frame and strength of welding joints. A panel box of required size and cable holder on the writing surface are also provided for fitting of cables, other wiring and Switch & Sockets for Computer/laptop setup for each person on the desk. All steel parts shall be thoroughly pretreated for degreasing derusting, phosphating and passivation, before being powder coated and backed in oven at a temp. of 200 degree celcius, so as to obtain scratch resistant surface with an average thickness of painted surface as 45 microns. Desk should be fixed on floor, with steel anchor bolts as per approved drawing. The item includes the cost of all steel frame work, wooden boards, wooden PVC beading 2mm thick to seal the edges of the board, all fixtures and fittings/fasteners etc. required to complete the desk as per approved drawings by the Engineer-in-charge/client. Desk shall be provided in the multiple of length 1.3mtr to 1.5mtr. Sample of one unit of desk/bench shall have to be provided in lecture hall NIT Kurukshetra as per approved drawing for approval of the competent authority before execution of scheduled quantity.	22.50	Runnin gMtr	12460.15	280851.00	MR
27	Providing, supplying and placing lecture hall desk of required length (in middle row), comprising of 25 mm thick Postforming MDF Board of superior quality, lamination of mica of approved thickness and shade on top of desk/bench/front board/ shelf top with 75mm over lapping on inner side including balancing lamination on other face. Seat board 450mm wide, back support board 300mm wide and writing base board 400 mm wide and inner shelf duly supported over a steel frame of tube of size size 25X25mm 2.00 mm thick and 25X50mm 2.5mm thick MS tube properly designed as per required height of desk as per approved drawing and jointed with MIG welding, so as to achieve rigidity of frame and strength of welding joints. A panel box of required size and cable holder on the writing surface are also provided for fitting of cables, other wiring and Switch & Sockets for Computer/laptop setup for each person on the desk. All steel parts shall be thoroughly pretreated for degreasing derusting, phosphating and passivation, before being powder coated and backed in oven at a temp. of 200 degree celcius, so as to obtain scratch resistant surface with an average thickness of painted surface as 45 microns. Desk should be fixed on floor, with steel anchor bolts as per approved drawing. The item includes the cost of all steel frame work, wooden boards, wooden beading 2mm thick to seal the edges of the board, all fixtures and fittings/fasteners etc. required to complete the desk as per approved drawings by the Engineer-in-charge/client. Desk	150	Runnin gMtr	14752.44	2212865.00	MR
28	Providing, supplying and placing lecture hall desk of required length (in last row), comprising of 25 mm thick Postforming MDF Board of superior quality, lamination of mica of approved thickness and shade on seat/bench and back support board top with 75mm over lapping on inner side including balancing lamination on other face. Seat board 450mm wide, back support board 300mm wide duly supported over a steel frame of tube of size size 25X25mm 2.00 mm thick and 25X50mm 2.5mm thick MS tube properly designed as per required height of desk as per approved drawing and jointed with MIG welding, so as to achieve rigidity of frame and strength of welding joints. All steel parts shall be thoroughly pretreated for degreasing derusting, phosphating and passivation, before being powder coated and backed in oven at a temp. of 200 degree celcius, so as to obtain scratch resistant surface with an average thickness of painted surface as 45 microns. Desk should be fixed on floor, with steel anchor bolts as per approved drawing. The item includes the cost of all steel frame work, wooden boards, wooden beading 2mm thick to seal the edges of the board, all fixtures and fittings/fasteners etc. required to complete the desk as per approved drawings by the Engineer-in-charge/client. Desk shall be provided in the multiple of length 1.3mtr to 1.5mtr. Sample of one unit of desk/bench shall have to be provided in lecture hall NIT Kurukshetra as per approved drawing for approval of the competent authority before execution of scheduled quantity.	37.50	Runnin gMtr	7542.58	282847.00	MR

29. Supplying and fixing following size 'U' PVC Trunking with partition directly on wall/tables/floor surface etc as required. 50mmX50mm	400	Mtr	551.25	220500.00	MR
Total				16202577.00	
Add Contingencies @ 3% (Min 5 Lakh)				500000.00	
Add EPF & ESI @ 4.25%				688610.00	
Grand Total				17391187.00	
Say				1,73,91,200/-	
The Preliminary Estimate amounting to Rs. 1,73,91,200.00 (One Crore Seventy Three Lakhs Ninety One Thousand Two Hundred Only) is hereby submitted for obtaining A/A & E/S by the competent authority.					
Assistant Engineer (Civil) O/o SE-Karnal CPWD, Karnal				Superintending Engineer-Karnal CPWD, Karnal	



भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT

ESTATE SECTION

Diary No. 32.....

Dated...11.01.22

कार्यपालक अभियन्ता (वै०)
करनाल वैद्युत मंडल
केन्द्रीय लोक निर्माण विभाग,
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Executive Engineer (E)
Karnal Elect. Division
Central Public Works Department,
Karnal-132001
Email-cpwdknl.cpwb@nic.in
Ph.0184-2220460

संख्या : 20(7)/क.वै.मं/2021/55

दिनांक 11/01/2022

सेवा में,

प्रोफेसर इंचार्ज (ई एफ सी),
राष्ट्रीय प्रौद्योगिकी संस्थान,
कुरुक्षेत्र - 136118

फा. एच. (E.M.A.T.)

13-01-22

AE/E) 14/11/22

विषय: Preliminary Estimate of the work:-

1. Provision of pre-fab construction of 2nd floor over the Old MBA Block (New workshop building) for civil, electrical and air conditioning works at NIT, Kurukshetra.
2. Construction of Additional floor over existing building of MBA/MCA block at NIT Kurukshetra.
(SH:- Providing electric wiring & Computer points on furniture).

महोदय,

उपरोक्त कार्य का प्रारम्भिक अनुमान रूपये 7,00,594/- सक्षम अधिकारी द्वारा प्रशासनिक अनुमोदन एवं व्यय स्वीकृति जारी करने हेतु आपके कार्यालय में प्रेषित किया जाता है। अनुमान की आवश्यकता का विवरण अनुमान की रिपोर्ट में दिया गया है। आपसे अनुरोध है कि कृपया प्रशासनिक अनुमोदन एवं व्यय स्वीकृति शीघ्र से शीघ्र प्रदान कराकर इस कार्यालय को फण्डस उपलब्ध कराने की कृपा करें ताकि उपरोक्त कार्य को कराया जा सके।

संलग्न: उपरोक्तानुसार।

कार्यपालक अभियन्ता (वै०)
करनाल वैद्युत मंडल,
के०लो०नि०वि०, करनाल।

प्रतिलिपि:

1. सहायक अभियन्ता (वै०), कुरुक्षेत्र वैद्युत उपमण्डल, के.लो.नि.वि., कुरुक्षेत्र को सूचनार्थ प्रेषित।
2. सहायक लेखाधिकारी, करनाल वैद्युत मण्डल, के.लो.नि.वि., करनाल को सूचनार्थ प्रेषित।

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कार्यपालक अभियन्ता (वै०)

GOVT. OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

State: Haryana
Branch: E&M

Division: KED, Karnal
Sub-Division: NIT KESD

1. Name of Work:- Name of work: Provision of pre-fab construction of 2nd floor over the Old MBA Block (New workshop building) for civil, electrical and air conditioning works at NIT, Kurukshetra.
2. Name of Work:- Construction of Additional floor over existing building of MBA/MCA block at NIT Kurukshetra.

(SH:- Providing electric wiring & Computer points on furniture)

The Preliminary Estimate is framed by Assistant Engineer (E), NITKESD, Kurukshetra & processed in the office of Executive Engineer (E), Karnal Electrical Division for the probable cost of Rs. 7,00,594/- i/c contingencies.

REPORT


History: This Preliminary Estimate has been framed to cover the probable cost of Rs. 7,00,594/- only for the above noted work. Furniture is to be provided in both the buildings by the Civil wing and it is already requested to Civil wing and NIT authorities for providing duct in the furniture for laying of electrical wires / LAN cables. Electric wiring for Computer points in various rooms / labs as per client requirement and LAN wiring as per existing tenders is already executed upto walls in the rooms / labs. These wiring is to be extended from walls upto furniture after installation of furniture. Additional LAN points (except in the existing tenders) will be provided by the client department as informed by them vide their letter no. CC/3551/332/2172 dated 05/07/2021 & CC/3551/404/2374 dated 20/07/2021. So no provision for extra LAN points (except in the existing tenders) is kept in this estimate. The requisition for preliminary estimate for above work has been received from the client department vide their letter no. CC/3550 & 3551/06/44 dated 06/01/2022. Accordingly this preliminary estimate has been framed for obtaining administrative approval & expenditure sanction of the Competent Authority.

DESIGN & SCOPE: - The following provisions have been kept in this estimate:-

1. 100 mm x 50 mm U PVC trunking = 100 Mtr
2. Supplying & drawing Copper Conductor Cables in the existing 'U' PVC trunking / furniture etc.
3. Computer points with 3 Nos 5/6 Amp modular socket outlet & 1No. 15/16Amp modular switch (As per attached inventory) - 410 Nos.
4. RJ-45 modular type computer jack (As per attached inventory) - 66 Nos.

Method:	By Inviting E- Bids.
Rates:	DSR-2018 / Market Rates.
Time:	2 Months
Cost:	Rs. 7,00,594/- i/c contingencies

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Executive Engineer (E)
KED, CPWD, Karnal

Preliminary Estimate

1 Name of work: Provision of pre-fab construction of 2nd floor over the Old MBA Block (New workshop building) for .vii, electrical and air conditioning works at NIT, Kurukshetra. (Rs. 3,15,099/-)

2 Name of Work:- Construction of Additional floor over existing building of MBA/MCA block at NIT Kurukshetra. (Rs. 3,85,495/-)

(SH:- Providing electric wiring & Computer points on furniture)

S. No	Discription of Items	QTY	Unit	Rate	Unit	Amount	Remark
1.0	Supplying & fixing following size 'U' Pvc trunking complete with accessories etc. as required.	100.00	Mtrs	1100.00	Per Mtrs	110000.00	MR
2.0	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit / DLP trunking / in the furniture etc. as required.						
2.1	3 x 4 sq. mm	700.00	Mtrs	117.00	Per Mtrs	81900.00	DSR:- 2018
2.2	6 x 4 sq. mm	250.00	Mtrs	221.00	Per Mtrs	55250.00	DSR:- 2018
2.3	9 x 4 sq. mm	50.00	Mtrs	318.00	Per Mtrs	15900.00	DSR:- 2018
3.0	Supplying & fixing suitable size Pvc box with modular plate & cover in front on surface including providing & fixing 3 Nos 5 pin 5/6 Amp modular socket outlet & 1 No. 15/16 Amp modular switch, 1 no. blanking plate including connection, testing etc. as required.	410.00	Nos	800.00	Each	328000.00	MR
4.0	Supplying & fixing Modular type RJ-45 Computer Jack complete with surface type box, modular plate i/c connections, testing etc. as required.	66.00	Nos	650.00	Each	42900	MR
	Total					633950.00	
	Add Labour Cess @1%			1%		6339.50	
	Add EPF & ESI @4.25%			4.25%		26942.88	
	Total					667232.375	
	Add contingencies @5%			5%		33361.62	
	Grand Total					700593.99	
	Say Rs.					700594.00	

-50-

Executive Engineer (E),
KED, CPWD, Karnal

Inventory of Computer/LAN Points on the Furniture in Pre-Fab Block & MBA/MCA Block at NIT Kurukshetra

Pre- Fab Block

Sr. no.	Location	Computer Points on Table	LAN Points on Table
1	Room no. 2	34	19
2	Room no. 3	66	0
3	Room no. 4	45	0
4	Room no. 5	25	25
	Total	170	44

MBA/MCA Block

Sr. no.	Location	Computer Points on Table	LAN Points on Table
1	Seminar Room 1	20	0
2	Seminar Room 2	15	0
3	Seminar Room 3	10	0
4	GD Room	27	0
5	Computer Lab 1	36	8
6	Computer Lab 2	42	14
7	Lecture Hall 1	30	0
8	Lecture Hall 2	30	0
9	Lecture Hall 3	30	0
	Total	240	22
	Grand Total	410	66


JE(E)


Assistant Engineer (E),
NIT, KESD, CPWD
Kurukshetra

- (vi) one expert each from Civil and Electrical Engineering Wing of Central or State Government or any autonomous body of reputed Member.
- (2) The Building and Works Committee shall meet as often as necessary but ordinarily not less than four times a year.
- (3) Four members shall form a quorum for a meeting of the Building and Works Committee.
- (4) The provisions in these Statutes regarding notice of meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meeting of the Board shall, as far as practicable may be followed in connection with meetings of the Building and Works Committee also.
- (5) A copy of the minutes of every meeting of the Building and Works Committee shall be placed before the Board together with the recommendations of the Finance Committee on specific proposal or proposals which requires approval of the Board.

13. POWERS AND FUNCTIONS OF THE BUILDING AND WORKS COMMITTEE

- (1) The Building and Works Committee shall,
 - (i) under the directions of the Board shall carry on construction of all major works after the necessary administrative approval and expenditure sanction from the Board;
 - (ii) Have the powers to give the necessary administrative approval and expenditure sanction for minor works and works pertaining to repair and maintenance within the approval budgetary provision of the Institute and the Board will define the minor work and minor repair and maintenance in terms of quantum or expenditure.
 - (iii) cause to prepare estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like. The building and Works Committee shall approve the cost estimates for minor works, minor repairs and maintenance.
 - (iv) be responsible for making technical scrutiny of the design, estimates and specifications of the material as may be considered necessary.

- (v) be responsible for enlistment of suitable contractors and acceptance of tenders shall have the power to give directions for departmental works where necessary duly recommended by the Dean (P&D) of the Institute.
 - (vi) have the power to settle rates not covered by tender and settle claims and disputes With contractors:
- (2) If in the opinion of the Chairman of the Building and Works Committee, any emergency has arisen which requires immediate action to be taken, he shall take such action and report the same to the Building and works Committee, and the Board at their next meeting.
- (3) The Building and Works Committee shall also perform such function and exercise such powers as may be entrusted by the Board, from time to time.

14. POWERS OF THE CHAIRPERSON BOARD OF GOVERNORS

In addition to the powers provided in the Act, the Chairperson of the Board of Governors shall have the following powers, namely:-

- (i) he shall have the power to fix, on the recommendations of the Selection Committee. The initial pay of an incumbent at a stage higher than the minimum of the scale in respect of posts to which the appointments can be made by the Board under the provisions of the Act;
- (ii) he shall have the power to send members of the staff, except the Director, of the Institute for training or for a course of instruction, outside India subject to such terms and conditions as may be laid down by the Board from time to time and the visit abroad by the Director shall be approved by the Chairman, National Institute of Technology Council;
- (iii) he shall execute the contract of services between the Institute and the Director on behalf of the Central Government, but he shall not be personally liable of anything under such contract; and,
- (iv) In emergent cases, the Chairperson may exercise the powers of the Board and inform the Board of the action taken by him for confirmation and ratification.

BWC 28.4 To consider and approve the Preliminary Cost Estimate for the work of installation of piped music system in the NIT Campus Kurukshetra.

The above said work was put up before the Estate Affairs Committee meeting held on 16.03.2022, in the meeting it was recommended that installation of piped music system at the following locations may be explored with the cooperation of the CPWD:

1. Girls Hostel to Academic area
2. Boys Hostel to LHC
3. Boys Hostel to Academic area on either side of OAT

In this regard a letter was conveyed to Executive Engineer (Elect.), CPWD, Karnal vide no. CC/3506/240/1233 dated 13.04.2022 to submit the cost estimate along with necessary details for installation of piped music system at the above said locations. Accordingly, the Executive Engineer (Elect.), CPWD submitted the preliminary cost estimate of Rs. 1,38,16,692/- for the work of installation of piped music system in the NIT campus Kurukshetra

Further, the cost estimate was discussed in the Estate Affairs Committee meeting held on 25.05.2022. After detailed deliberation the EAC recommended that the cost estimate may be put up before the B&WC in its ensuing meeting after obtaining the Administrative Approval from the competent authority of the Institute. Accordingly, the Administrative Approval was obtained from the competent authority of the Institute on dated 02.08.2022 **copies enclosed as Appendix 28.4 (i) from page 55 to 64.**

The Building & Works Committee may consider and approve the preliminary cost estimate for an amount of Rs. 1,38,16,692/- for installation of piped music system in the NIT Campus Kurukshetra.

Subject: Minutes of the meeting of Estate Affairs Committee held on 16.03.2022 at 03:30PM in the office of the Dean (P&D) & Chairman (EAC) at NIT, Kurukshetra.

A meeting of Estate Affairs Committee was held on 16.03.2022 (Wednesday) at 03:30 PM onward in the office of the Dean (P&D) & Chairman (EAC) to discuss the various issues related to Estate Section.

The following were present:

1.	Prof. Brahmjit Singh, Dean (P&D)	Chairman
2.	Prof. Arun Goel, Prof. I/C (E&O)	Member
3.	Prof. Rishika Aggarwal, Prof. CED	Member
4.	Dr. H.D Chalak, Faculty I/C (E&O)	Member
5.	Dr. Sandeep Kakran, Faculty I/C (EM&T)	Member
6.	Er. S.N. Kaushik, A.E. (Civil)	Member & Convener
7.	Er. Ashish Kumar Choudhury, A.E. (Elect.)	Member

Before the start of the deliberations, the Chairman, Estate Affairs Committee welcomed all the members present in the meeting.

The following issues were discussed and are resolved as under:

1. To discuss regarding Action Taken on previous meeting held on 17.11.2021
The detailed discussion on action taken is enclosed as per Annexure-I
2. **Installation of IOT based sensor for minimizing the electricity bills**
The matter regarding installation of IOT based sensors for minimizing the electricity bills was discussed in the Estate Affairs Committee. The EAC was apprised that the sensors based lights and fans have already been installed in old Administrative Block, CED, MED, EED, AM Block, AB Block MBA/MCA Building Old MBA Building. The details of these items were put before the EAC. Further, it was resolved that the scope of IOT based sensors system for street lights will be explored in the coordination with the CPWD on the main road & Institute Boundary wall where old conventional street lights were installed.
3. **Installation of Solar Panels in the roof of remaining buildings.**
The matter regarding installation of solar panels on the roof of remaining buildings was discussed in the Estate Affairs Committee. The EAC was apprised that the 01 MW solar panels system have already been installed on various locations in the Institute. The details of the solar panels and savings of the financial year 2021-22 from the solar plants was also put up before the EAC. Further, it was resolved that the installation of the solar panels in the remaining buildings will be explored after completion of work of extension of these buildings in future.
4. **Informative/Regulatory/Mandatory sign board in various places of the campus.**
The matter regarding informative/regulatory/mandatory sign board at various places of the Institute campus was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that letter requesting CPWD to submit complete details of sign board along with cost estimate may be communicated.
5. **Installation of Piped Music system in the campus (Ref. "NIT Hamirpur, GGSIP University, New Delhi")**
The matter regarding installation of piped music system in the campus was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that installation of piped music system at the following locations may be explored with the cooperation of the CPWD:
1. Girls Hostel to Academic area
2. Boys Hostel to LHC
3. Boys Hostel to Academic area on either sides of OAT
6. **Installation of 3 D metal logo of the Institute and statue of Lord Krishna in the center of existing fountains.**
The matter regarding installation of 3 D metal logo of the Institute and statue of Lord Krishna in the center of existing fountains was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that a location & installation of 3 D metal logo may be explored from CPWD by sending a requisition.
7. **Installation of Electronic Glow Sign Board on the top of Golden Jubilee Administrative Building.**
The matter regarding installation of Electronic Glow Sign Board on the top of Golden Jubilee Administrative Building was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that the installation of sign board may be explored from CPWD by sending a requisition.
8. **Construction of Water Harvesting Pits/Rain Water Harvesting system.**
The matter regarding construction of Water Harvesting Pits/Rain Water Harvesting system was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that the existing water harvesting systems to be rejuvenated. Further, a request should be communicated to CPWD for making the provision of water harvesting systems along the existing drains in the Campus.

9.	Construction of a Fountain in the Guest House compound. The matter regarding construction of a Fountain in the Guest House compound was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that a fountain may be constructed in the green patch in-front of main porch of Guest House. Further, a request may be sent to CPWD for submission of cost estimate in this regard.
10.	Construction of Open Gymnasium in the Guest House compound The matter regarding construction of Open Gymnasium in the Guest House compound was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that a committee comprising of Deputy Chief Warden, Professor I/C Sports and JE(CIVIL) be constituted. The committee will work out the number of equipment needed & other details and submit a report. The report of the Committee to be put up in the next EAC meeting.
11.	Construction of New Lecture Hall Complex (LHC). The matter regarding construction of New Lecture Hall Complex was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that construction of an Academic building of (G+5) in East Side of existing 12 nos. Lecture Hall Complex with all the facilities of blended Class Rooms etc. for teaching & learning be explored from CPWD by sending a requisition.
12.	Construction of a Studio. The matter regarding construction of Studio was discussed in the meeting of Estate Affairs Committee. The visit report dated 03.03.2022 by HOD (CE), Professor I/C (CCN) & others was put up before the EAC. The EAC resolved and recommended that the feasibility of converting Virtual Class Room existing at Ground Floor and unallocated space/room available at 1 st floor of the SIEMENS Centre may be explored. Further, it was resolved that Prof. I/C (CCN), Faculty I/C (EM&T), Senior Technical officer (CCN) and Assistant Engineer (Elect.) will make a detailed report regarding the same and tabled in the next EAC.
13.	Making of cycle path (in yellow color) on the both sides of the roads. The matter regarding making of cycle path (in yellow color) on the either sides of the roads was discussed in the meeting of Estate Affairs Committee. The EAC was apprised that the width of road is not adequate sufficient on the existing roads. It was resolved that possibility of space required for cycle path parallel to existing roads may be explored be explored from CPWD by sending a requisition.
14.	To check the working conditions of solar Geysers installed at the roof of hostels. The matter regarding to check the working conditions of solar Geysers installed at the roof top of the few boys & Girls hostels was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that the working condition of solar geysers installed at the rest of hostels be checked & inform to CW (Boys) & CW (Girls) so that appropriate action may be taken to explore the matter and repair the damaged part. Further, the Faculty I/C (EM&T) apprised that the work is in process.
15.	Space audit of the buildings and campus. The matter regarding space audit of the buildings and campus was discussed in the meeting of Estate Affairs Committee for an appropriate action in this regard by Chairman (SAC). The EAC resolved and recommended that the matter of space audit of the buildings and campus will be taken on Institute level and matter be referred to the Space Allocation Committee for an appropriate action in this regard by Chairman (SAC).
16.	Maintenance issues of all the hostels including civil and electric works. i) Issues of solar panels, Solar Geysers. The matter regarding to check the working conditions of solar Geysers installed at the roof of hostels was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that to explore the matter and repair the damaged part. Further, the Faculty I/C (EM&T) apprised that the work is in process. ii) White washing, distemping etc. in the various hostels. The work of internal & external finishing of hostels was approved by B&WC in its 27 th meeting and same will be put up before the ensuing FC & BOG meeting for approval. iii) Issues of parking in Hostel No.11 and sheds in Hostel nos. 9 & 10. The matter regarding issues of parking in Hostel No. 11 and sheds in Hostel nos. 9 & 10. The recommendations of the Estate Affairs Committee has already been conveyed to Chief Warden (Boys) vide letters no. CC/3508/664 dated 18.10.2018, CC/3508/670 dated 18.10.2018 & CC/3508/117 dated 17.02.2020 after approval of the competent authority of the Institute. iv) Issue of fresh water supply in the Hostel no. -11. The matter regarding fresh water supply in the Hostel No.11 was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that a request letter be communicated to CPWD for submission of cost estimate for the provision of fresh water supply in the Hostel no.-11



No: CC/3506/ 240/1233

Dated 12.04.2022
13

To

The Executive Engineer (Elect.),
CPWD, 208-D, HSIIDC, Sector-3,
Kamal-132001

Subject: Installation of Piped Music system in the campus (Ref. "NIT Hamirpur, GGSIP University, New Delhi") (EAC Item No.-5)

The matter regarding installation of piped music system in the campus was discussed in the Estate Affairs Committee meeting held on 16.03.2022. The EAC resolved as under:

Installation of piped music system at the following locations may be explored with the cooperation of the CPWD:

1. Girls Hostel to Academic area
2. Boys Hostel to LHC
3. Boys Hostel to Academic area on either sides of OAT

It is therefore, requested to provide the necessary details regarding installation of piped music system for the above said locations.

This is for information and further necessary action please.


Prof. I/C (Estate & Construction)

Copy to:

1. Faculty I/C (EM&T)
2. Dean (P&D)
3. Assistant Engineer (Elect.), CPWD, Electrical Sub-Division, NIT Camp Office
4. Superintending Engineer (Civil), CPWD, Kamal, HAFED Office Building, 2nd Floor, SCO 19-20, Sector-12(Part-I), Kamal-132001
5. PS to Registrar for information of the Registrar
6. Assistant Registrar to Director for kind information of the Hon'ble Director

भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT

ESTATE SECTION
Diary No. 746
Dated. 01/06/22

कार्यपालक अभियन्ता (वै०)
करनाल वैद्युत मंडल
केन्द्रीय लोक निर्माण विभाग,
208-डी, एच.एस.आई.आई.डी.सी.
सेक्टर-3, करनाल
Email-cpwdknl@yahoo.in



Executive Engineer (E)
Karnal Elect. Division
Central Public Works Department,
Karnal-132001
Email- eekced.knl.cpwd@nic.in
Ph.0184-2220460

संख्या : 20(7)/क.वै.मं/2022/985

सेवा में,

अधीक्षक अभियन्ता,
के०लो०नि०वि०, एस.सी.ओ. 19-20,
हेफेड आफिस बिल्डिंग, द्वितीय तल, पार्ट-1,
के.लो.नि.वि., करनाल-132001

for IIC (E&T)

दिनांक 24/5/2022

01.06.2022
02.06.22
AE(5)/JP(E)

विषय: Preliminary Estimate of the work:- Providing piped music system in the NIT Campus, Kurukshetra.

महोदय,

उपरोक्त कार्य का विद्युत पार्ट का प्रारम्भिक अनुमान रु 1,38,16,692/- बनाकर अग्रिम कार्यवाही हेतु आपके कार्यालय में प्रेषित किया जाता है।

संलग्न: उपरोक्तानुसार।

कार्यपालक अभियन्ता (वै०)
करनाल वैद्युत मंडल,
के०लो०नि०वि०, करनाल।

प्रतिलिपि:

1. प्रोफेसर इन्चार्ज (E&C), नेशनल इंस्टीट्यूट ऑफ टेक्नोलॉजी, कुरुक्षेत्र-136118 को सूचनार्थ प्रेषित।
2. सहायक अभियन्ता (वै०), कुरुक्षेत्र वैद्युत उपमण्डल, के.लो.नि.वि., कुरुक्षेत्र को सूचनार्थ प्रेषित।

कार्यपालक अभियन्ता (वै०)

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GOVT. OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

State: Haryana
Branch: E&M

Division: KED, Karnal
Sub-Division: NIT KESD

Name of Work:- Providing piped music system in the NIT Campus, Kurukshetra.

The Preliminary estimate has been prepared by Assistant Engineer (E), NIT, KESD, Kurukshetra & further processed by Executive Engineer (E), Karnal Electrical Division for the probable cost of Rs. 13816692.00/- i/c % contingencies.

REPORT

History: This Preliminary estimate amounting Rs. 13816692.00/- i/c % contingencies & 4.25 % EPF/ESI has been framed to cover the probable cost of above noted work and for accord of necessary A/A & E/S from the competent authority. The requisition for this work has been received from the client department vide their letter no. CC/3506/240/1233 Dated 12/04/2022. Accordingly this preliminary estimate has been framed.

DESIGN & SCOPE:- The following provisions have been kept in this estimate:-

1. 240 Nos. Low Frequency Speaker 280W with peak power of :- 02 Nos. each for 120 Nos. Pole in the campus.
2. 01 No. Amplifier, Music Player, 4 zone audio matrix, Paging microphone.
3. Wall panel for volume control.
4. 01 No. 24 U equipment rack in control room.
5. Supplying & laying of Speaker cable, Junction boxes etc.

Specifications:-

WC Establishment:- Shall be met out from contingencies.

T&P:- No special T&P required, if required shall be arranged by the contractor at his own cost.

Land:- Available with client department.

Rates:- Based on PAR-2021/ MR.

Method:- By contractor after calls of tender.

Time:-

Pre-tender Activities – 02 Months

Execution – 06 Months

Cost:-

(i) Rs. 13816692.00/- (i/c % contingencies & 4.25 % EPF/ESI)

(ii) This estimate is valid for a period of one year only.

(iii) Add anticipated increase from the date of submission of PE to the completion of pre-construction activities on total cost of work @ 3% is added.

(iv) Add anticipated increase @ 3% per annum is added in the total cost of work on account of increase during the period of construction.

Sr. D/m


Executive Engineer (E)
CPWD, KED, Karnal

PRELIMINARY ESTIMATE

Name of Work:- Providing piped music system in the NIT Campus, Kurukshetra.

S.N	Description of item	Qty	Unit	Rate	Unit	Amount	Remarks
1.0	Supply, Installation, testing and commissioning of 8" low frequency Speaker type 2-way Peak power handling 280 W Program power handling 140 W RMS/AES power handling 70 W, 100 V / 30 W - 70 V / 15 W loudspeaker Aluminum front grill for permanent outdoor exposure 100V and low impedance connection possibility. ip 55 rating complete as required.	240.00	Nos.	40000.00	Each	9600000.00	M.R.
2.0	Supply, Installation, testing and commissioning of Quad Channel Amplifier with 480w output power per channel @100v. 4 x 480 W, Frequency Response (± 3 dB) 50 Hz - 22 kHz, Signal / Noise > 100 dB complete as required.	8.00	Nos.	170000.00	Each	1360000.00	M.R.
3.0	Supply, Installation, testing and commissioning of Music Player with Internet audio, USB, Bluetooth, Integrated pre listening loudspeaker with volume control USB interface for each module slot (4x) 2.8" TFT display with selection & operation push buttons Scroll-Push control™ RS-232 remote control connection Ethernet network connection complete as required.	1.00	No.	135000.00	Each	135000.00	M.R.
4.0	Supply, Installation, testing and commissioning of 4-ZONE AUDIO MATRIX integrated prelistening loudspeaker with volume control Individual zone control section (4x) RS-232 & ethernet remote control connection Wall panel connections (4x) Paging microphone connection Priority mute connection 24V emergency power input Mic / line inputs with priority. 3-band EQ and phantom power (2x) complete as required.	1.00	No.	125000.00	Each	125000.00	M.R.
5.0	Supply, Installation, testing and commissioning of PAGING MICROPHONE Surface Touch™ front panel Capacitive & illuminated selection buttons (8x) Status indicator LED's ,Tiltable pipe-neck microphone High quality back electret condenser capsule with cardioid pickup pattern complete as required.	1.00	No.	45000.00	Each	45000.00	M.R.
6.0	Supply, Installation, testing and commissioning of WALL PNAEL FOR VOLUME CONTROL, Integration with 45 x 45 mm Installation materials, Terminal block output connection, Program selection and volume control, LED display complete as required.	1.00	No.	12000.00	Each	12000.00	M.R.
7.0	Supply, Installation, testing and commissioning of 24 U equipment rack complete as required.	1.00	No.	33000.00	Each	33000.00	M.R.
8.0	Supplying & laying of 1.5 Sqmm Armoured Speaker cable in DWC pipe in ground etc as required.	2500.00	mtrs	300.00	per mtrs	750000.00	M.R.
9.0	Supply, Installation, of IP55 water proof junction boxes complete as required.	120.00	Nos.	1500.00	Each	180000.00	M.R.
	Total					12240000.00	
	Add contingencies					500000.00	
	Total					12740000.00	
	Add EPF & ESI @4.25%					541450.00	
	Total					13281450.00	
	Add anticipated increase in the total cost of work @ 3 % during the period from the date of submission of PE till completion of pre-construction activities.					398443.50	
	Total					13679893.50	

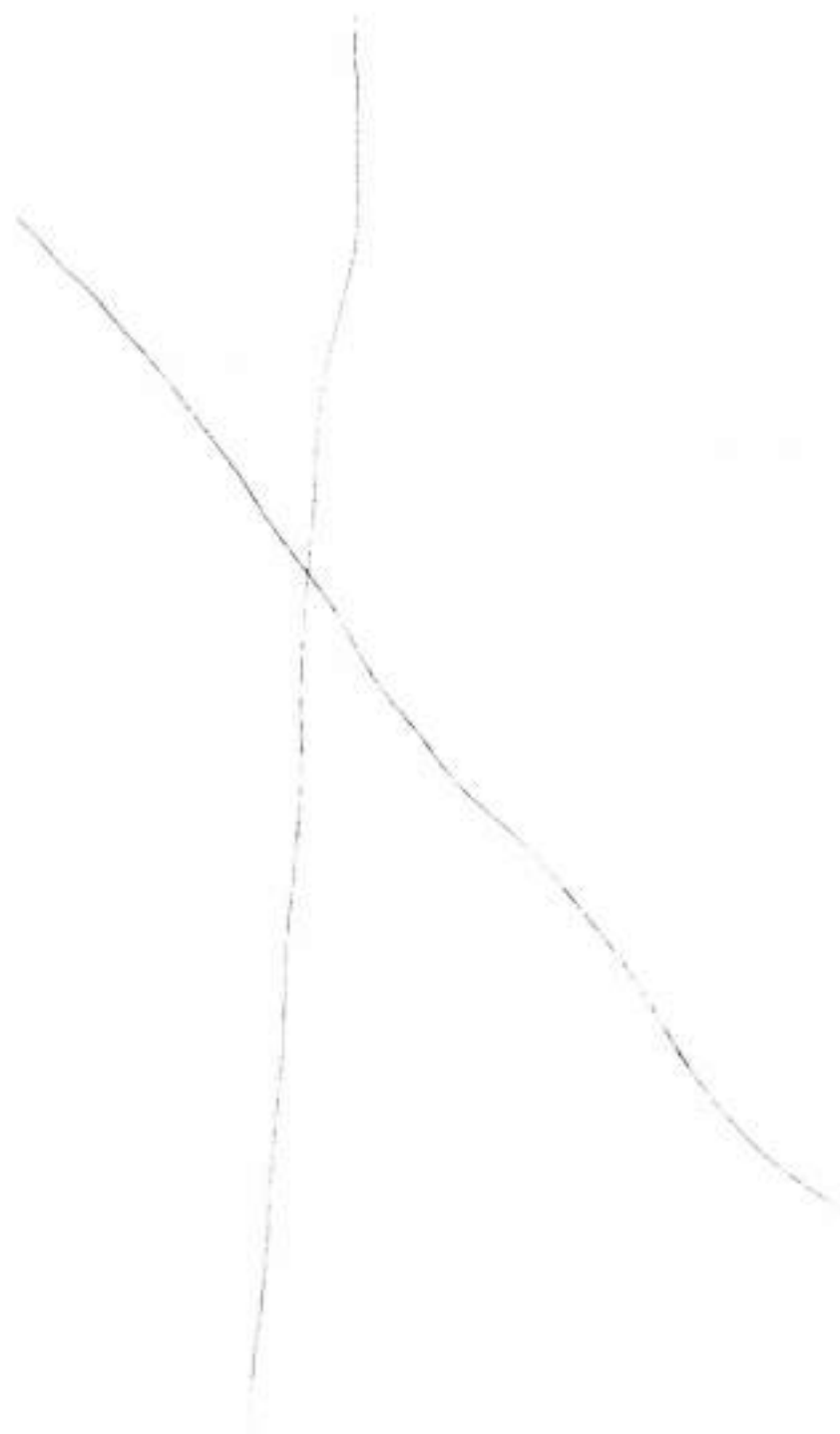
- 60 -

S.N	Description of item	Qty	Unit	Rate	Unit	Amount	Remarks
	Add anticipated increase in the total cost of work @ 3 % per annum or part thereof for the increase during the period of completion of work.					136798.94	
	Grand Total					13816692.44	
	Say					13816692.00	

Sr. D/m


Executive Engineer (E),
CPWD, KED, Karnal

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Subject: Minutes of the meeting of Estate Affairs Committee held on 25.06.2022 at 10:30 AM in the office of the Dean (P&D) & Chairman (EAC) at NIT, Kurukshetra.

A meeting of Estate Affairs Committee was held on 25.03.2022 (Wednesday) at 10:30 PM onwards in the office of the Dean (P&D) & Chairman (EAC) to discuss various issues related to Estate Section.

The following were present:

- | | | |
|----|--|-------------------|
| 1. | Prof. Brahmjit Singh, Dean (P&D) | Chairman |
| 2. | Prof. Arun Goel, Prof. I/C (E&C) | Member |
| 3. | Prof. Pratibha Aggarwal, Prof. CED | Member |
| 4. | Dr. H.D. Chalak, Faculty I/C (E&C) | Member |
| 5. | Dr. Sandeep Kakran, Faculty I/C (EM&T) | Member |
| 6. | Er. S.N. Kaushik, A.E. (Civil) | Member & Convener |
| 7. | Er. Ashish Kumar Choudhury, A.E. (Elec.) | Member |

Before the start of the deliberations, the Chairman, Estate Affairs Committee welcomed all the members present in the meeting.

The following issues were discussed and resolved as under:

1. To discuss regarding Action Taken on previous meeting held on 16.03.2022
The detailed discussion on action taken is enclosed as per Annexure-I
2. To discuss the request received from M/s. Yashika Milk Booth on dated 22.03.2022 regarding provision of providing sewer, water connection and renovation of surrounding of Milk Booth near NIT Market, Kurukshetra.
The request regarding provision of sewer, water connection and renovation of surrounding of Milk Booth near NIT Market, Kurukshetra was put up before the Estate Affairs Committee. The EAC discussed and resolved that it is not feasible to make the requisite provisions and may be dropped.
3. To discuss the letter received from the Faculty I/C (H&L) vide no. EO/2021-22/188 dated 24.03.2022 regarding damage of decorative tree by the contractor doing civil construction work in Siemens center, in this regard the payment of Rs. 5000/- may be imposed.
The matter regarding damage of decorative tree by the contractor doing civil construction work in Siemens Center and payment of Rs. 5000/- may be imposed was discussed in the Estate Affairs Committee. The EAC resolved that Faculty I/C (H&L) and CPWD officials may resolve this issue by mutual discussion within week after the date of receipt of letter.
4. To discuss a request from the Chief Warden (Boys hostel) vide no. CW/DG/2022/52 dated 14.03.2022, regarding build two more floors on the Hostels no. 7, 8 & 9 to accommodate around 500 more students in this way.
The matter regarding construction of two more floors on the Boys Hostels no. 7, 8 & 9 to accommodate around 500 more students was discussed in the meeting of Estate Affairs Committee. On the basis of a report received from the Consultant M/s. Saakaar Foundation, the EAC resolved and recommended that it is not possible to construct any more floor/s on the Hostels No. 7, 8 & 9 (copy of letter attached).
5. To discuss a visit report regarding repair works in the Swimming Pool as per the requisitions received from Dean (SW) on 02.09.2021.
The matter regarding repair works in the Swimming Pool was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that the work may be executed as per GFR-2017, GoI norms.
6. To discuss a request received from the Prof. I/C (Physical Education) vide no. PESS/22/80 dated 21.02.2022, regarding construction of iron angle mess gate in between Volleyball and Lawn Tennis Court and a stone pathway from existing gate to end of Volleyball Corner.
The matter regarding construction of iron angle mess gate in between Volleyball and Lawn Tennis Court and a stone pathway from existing gate to end of Volleyball Corner was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that the estimate may be prepared in consultation with the SAS officer of Sports Section within two weeks after the date of receipt of letter and work may be executed as per GFR-2017, GoI norms.
7. To discuss regarding construction of Web room facility.
The matter regarding construction of Web room facility was discussed in the meeting of Estate Affairs Committee. The EAC deliberated on the matter and resolved that the DPR may be submitted in the next meeting of EAC for further processing of construction of a Web room facility.

8. To discuss the issue regarding decrease in width of the road, and increase in the depth and width of drainage area on both sides of the road between the houses lines BC-1.... BC-3 and BA-4.... BA-6

The matter was discussed in the meeting of Estate Affairs Committee; it was resolved that the Estate Section may prepare the cost estimate for remedial measures for above locations along with roads between BB Type Houses and Girls Hostel as well within two weeks after the date of receipt of letter.

9. To discuss a request received from Faculty VC (H&L) on dated 05.05.2022 regarding requirement of water supply system for watering the lawns.

The matter regarding requirement of water supply system for watering the lawns was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that the Faculty VC (H&L) may make temporary arrangement for use of treated water generated from the STP. Further, it was also decided that A/A & E/S may be processed for already approved work of design of treated water supply line from STP to dual flushing system in 600 seater Girls Hostel, 300 seater Multi-Purpose Boys Hostel, Mega Boys Hostel & Horticulture purpose.

10. To discuss a letter received from A.E. (Civil), CPWD vide no. 24(NIT)/AE/KSD/2022/103 dated 05.05.2022 regarding provision of sound proofing wall of SAC music room.

The matter regarding provision of sound proofing wall of SAC music room was discussed in the meeting of Estate Affairs Committee. In view of the reply received from A.E. (Civil), CPWD vide letter no. 24(NIT)/AE/KSD/2022/103 dated 05.05.2022, EAC resolved and recommended that cost estimate for repairs works along with sound proofing work may be obtained from CPWD.

11. To discuss a letter received from A.E. (Civil), CPWD vide no. 24(NIT)/AE/KSD/2022/101 dated 05.05.2022 regarding provision of cycle path parallel to the existing roads.

The matter regarding provision of cycle path parallel to the existing roads was discussed in the meeting of Estate Affairs Committee. The EAC resolved that Estate Officials and CPWD officials jointly may explore the possibility of providing cycle path parallel to existing roads from main gate along Kirmich Road to NIT Chowk and from Girls Hostel to main gate towards KUK as per site conditions within two weeks after the date of receipt of letter.

12. To discuss a letter received from A.E. (Civil), CPWD vide no. 24(NIT)/AE/KSD/2022/102 dated 05.05.2022 regarding construction of an Academic building (New Lecture Hall Complex).

The matter regarding construction of an Academic building (New Lecture Hall Complex) was discussed in the meeting of Estate Affairs Committee in view of the reply received from the CPWD vide no. 24(NIT)/AE/KSD/2022/102 dated 05.05.2022. The EAC resolved and recommended that a letter may be communicated to the Dean (Academic) regarding requirements of nos. of Lecture Halls alongwith capacity in view of increase in students intake in future.

13. To discuss a letter received from A.E. (Civil), CPWD vide no. 24(NIT)/AE/KSD/2022/107 dated 10.05.2022 regarding construction of water harvesting Pits/Rain water harvesting system.

The matter regarding construction of water harvesting Pits/Rain water harvesting system was discussed in the meeting of Estate Affairs Committee. The EAC resolved that Estate Officials and CPWD officials may discuss and identify the feasibility of providing rain water harvesting along the drains. The EAC also recommended that the buildings such as (Hostel No. 7 to 10, Kalpana Chawala, Hostel, MBA/MCA Building, Golden Jubilee Administrative Building and CT/BT Building) may be considered for providing roof top rain harvesting system.

14. To discuss regarding painting of all Academic Buildings.

The matter regarding painting of all academic buildings in reference to the minutes of meeting held on 19.04.2022 under the chairmanship of Hon'ble Director was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that a letter may be sent to CPWD for submission of cost estimate (Building wise) for external painting of all Academic Buildings.

15. To discuss regarding proper illumination along the pedestrian tracks, cycle tracks and proper up keep of these tracks.

The matter regarding proper illumination along the pedestrian tracks, cycle tracks and proper up keep of these tracks was discussed in the meeting of Estate Affairs Committee. The EAC resolved that EM Section may carry out on-site survey and prepare a detailed report regarding actual requirements of illumination as per site conditions within two weeks after the date of receipt of letter. The same report will be put up before the next ensuing meeting of EAC.

16. To discuss regarding the process of installation of piped music.

In view of the cost estimate received from CPWD vide letter no. 20(7)/CED/23022/985 Dated 24.05.2022, the matter regarding installation of piped music was discussed in the meeting of Estate Affairs Committee. The EAC resolved and recommended that necessary approval may be obtained from the competent authority of the Institute before putting up the cost estimate in the B&WC.

Subject

Installation of piped music system in the NIT Campus, Kurukshetra

As discussed in the meeting held on 17.02.2022 with the Hon'ble Director regarding to provide the piped music system in the NIT Campus, a letter was received from the Registrar vide no. R/675 dated 17.02.2022. Accordingly, the same was put up before the Estate Affairs Committee meeting held on 16.03.2022. The Estate Affairs Committee resolved and recommended that installation of piped music system at the following locations may be explored with the cooperation of the CPWD:

1. Girls Hostel to Academic area
2. Boys Hostel to LHC
3. Boys Hostel to Academic area on either side of OAT

Accordingly a letter was sent to Executive Engineer (Elect.), CPWD, Karnal vide letter no. CC/3506/240/1233 dated 12/13.04.2022 for providing the necessary details regarding installation of piped music system in the NIT Campus (Ref. 'NIT Hamirpur, GGSIP University, New Delhi').

In reference to above said letter the Executive Engineer (Elect.), CPWD, Karnal submitted a preliminary cost estimate of Rs. 1,38,16,692/- vide letter no. 20(7)/CED/2022/985 dated 24.05.2022 for the work of installation of piped music system in the NIT Campus.

Further, the same was put up before the Estate Affairs Committee meeting held on 25.05.2022. The Estate Affairs Committee resolved and recommended that necessary approval may be obtained from the competent authority of the Institute before putting up the cost estimate in the B&WC.

In view of the above, the competent authority of the Institute is requested to accord the necessary approval to put up the cost estimate of Rs. 1,38,16,692/- (Rupees One crore thirty eight lacs sixteen thousand six hundred ninety two only) before the ensuing meeting of Building & Works Committee of the Institute for installation of piped music system in the NIT Campus, Kurukshetra.

Submitted for approval please.

[Signature]
A.E. (Elect.)

[Signature]
J.E. (Elect.)
29/7/22

[Signature]
Senior Supdt. (Accounts)

[Signature]
Faculty I/C (EM&T)

[Signature]
Prof. I/C (E&C)

[Signature]
Deary (P&D) 02.10.2022

[Signature]
Registrar 02/08/22

[Signature]
Director

[Signature]
03/08/22

[Signature]
PIC (E&C)

-64-

[Signature]
08/10/2022
For I/C (EM&T)
through (E&C)

REGISTRAR OFFICE
Diary No. 1465
Dt. 08.08.22

D(P&D)/311
29/7/2022



BWC 28.5 To consider & approve the arbitration award awarded by the Arbitral Tribunal for the work of Construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students.

In this regard it is apprised that the above said work for construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5) had been executed by CPWD. The Executive Engineer (Civil), CPWD Karnal intimated vide letter no. 54(NIT)KKR/KCD/2018/2614 dated 09.07.2018 vide which it was mentioned that to depute the representative to take over the above said building at the earliest as the building is completed in all respect. The same was handed over to the Chief Warden (Boys) in August 2018 & February 2019 **copies enclosed as Appendix 28.5 (i) from page 67 to 70.**

Further, after a period of about more than three years the Executive Engineer (Civil), CPWD, Karnal intimated vide letter no. 54(NIT)/CD/2021/2131 dated 13.10.2021, that the agency M/s. Jai Prakash & Sons has gone into arbitration for the settlement of certain disputes which have arisen in the above mentioned work as cited in the subject. Accordingly, an arbitrator had been appointed by the competent authority vide letter no. 23(102)/DRC/WA/ADG(RG)/EE(TLC)/3255-H dated 07.10.2021. Further, it was also intimated by CPWD that the total amount claimed by the agency is Rs. 4,92,30,481/- excluding the interest & GST on award amount **copies enclosed as Appendix 28.5 (ii) from page 71 to 74.**

Now, Executive Engineers (Civil), CPWD, Karnal intimated through E-mail dated 10.08.2022 that arbitration award has been published on 09.08.2022 by the Arbitral Tribunal of Er. Rakesh Kumar Agrawal, Sole Arbitrator in the matter of M/s. Jai Prakash and sons Vs. Union of India in the work of construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5) i/c Internal water supply, Sanitary installation and Internal Electrical Installations

at NIT, Kurukshetra. The award given by the Arbitral Tribunal of Er. Rakesh Kumar Agrawal, Sole Arbitrator is reproduced below:

"The Respondent shall pay to the claimant a sum of Rs. 1,63,01,261/- (Rs. One crore sixty-three lacs one thousand two hundred and sixty-one only) plus GST on award amount as per declaratory award for claim no. 7 plus interest awarded under Claim No.-5 in settlement of all claims together with future interest (if any) as awarded. However, no future interest shall be payable if award amount plus interest up to the date of award is paid to the claimant within three months of the date of award"

The Building & Works Committee in its 27th meeting held on 19.01.2022 vide item no. 27.12 resolved that *"before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval in time"* copies enclosed as **Appendix 28.5 (iii) from page 75 to 129.**

Therefore, the Building and Works Committee may consider and approve the Arbitration award of Rs. 1,63,01,261/- (Rs. One crore sixty-three lacs one thousand two hundred and sixty-one only) plus GST on award amount as per declaratory award for claim no. 7 plus interest awarded under Claim No.-5 in settlement of all claims together with future interest (if any) as awarded. However, no future interest shall be payable if award amount plus interest up to the date of award is paid to the claimant within three months of the date of award.



भारत सरकार

केन्द्रीय लोक निर्माण विभाग

करनाल केन्द्रीय मण्डल, करनाल

2
DYN 933
DL 9/118

संख्या- 54(NIT)KKR/KCD/2018/ 2614

दिनांक 9.7.18

सेवा में

✓ Prof. Incharge,
Estate & Construction,
एन.आई.टी. कुरुक्षेत्र

Plse fix m. dele-
final inspection of the work
10/7/18

विषय: Handing/taken over construction 300 Seater Multi-
Purpose Boys Hostel including 100 suites for Foreign Students,
Research Scholars and Married PG students (Multi-storeyed framed
structure) (G + 5) / i/c internal Water Supply, Sanitary Installation,
Drainage and Internal Electrical Installations at NIT, Kurukshetra
(Haryana).

Sir,

This office vide Assistant Engineer letter No. 24(43)/AE/KCSD/2018/159 dated 29.06.2018 handed over the inventory of all fitting & fixtures, toilets and other allied items.

You are again requested to depute your representative to take over the above said building at the earliest as the building is complete except lifts.

In addition to above it is also requested to release the balance funds of Rs. 2.50 crore(approx) because the additional work of furniture & Air conditions etc. are being executed in the saving of the revised A/A & E/S of the above work as per your request. The UC certificate for the month ending June 2018 has already submitted to your office.

संलग्न: उपरोक्तानुसार।

कार्यपालक अभियन्ता,
करनाल केन्द्रीय मण्डल
के. लो. नि. वि. करनाल

प्रतिलिपी:-

1. मुख्य अभियन्ताए चण्डीगढ़ केन्द्रीय परिमडलए केन्द्रीय लोक निर्माण विभाग को सुचनार्थ।
2. अधीक्षण अभियन्ता, चण्डीगढ़ केन्द्रीय परिमडल, केन्द्रीय लोक निर्माण विभाग को सुचनार्थ। तथा अपने स्तर पर कार्यवाही के लिए।

26/4/18

(2)

(1) 2
अधीक्षण अभियन्ता, (वैद्युत) चण्डीगढ़ केन्द्रीय परिमंडल, केन्द्रीय लोक निर्माण विभाग को सुचनार्थ।

4. कार्यपालक अभियन्ता, (वैद्युत) करनाल केन्द्रीय मण्डल, के.लो.नि.वि. करनाल को सुचनार्थ & with the request to hand over the Electrical fittings & fixtures to NIT authorities.

5. सहायक अभियन्ता कुरुक्षेत्र केन्द्रीय उप-मण्डल के.लो.नि.वि. कुरुक्षेत्र को सुचनार्थ & with the request to hand over the building to NIT authorities.

6. सहायक अभियन्ता, (वैद्युत) कुरुक्षेत्र केन्द्रीय उप-मण्डल के.लो.नि.वि. कुरुक्षेत्र को सुचनार्थ & with the request to hand over the building to NIT authorities.

कार्यपालक अभियन्ता,

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. CC/3497/ 510

Dated: 06.08.2018

In reference to letter No. CW/R/2018/110 dated 27.07.2018, received from Chief Warden (Boys). It is to inform you that 100 nos. single seater rooms has been verified, checked and locked by the hostel staff in presence of Estate Section officials on dated 03.08.2018. The inventory list of 100 nos. single seater rooms is enclosed herewith.

So, it is kindly requested to take over the charge of existing civil, public health & Electrical Installation inventories including common areas of 100 nos. single seater rooms of 300 seater multi-purpose boys hostel.


06.08.18
Prof. I/C, (Estate & Construction)

Chief Warden (Boys)

19
50

NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

No. CC/3497/111

Dated: 08.02.2019

In reference to letter No. CW/R/2018/110 dated 27.07.2018, received from Chief Warden (Boys). It is to inform you that remaining 100 nos. single seater rooms and 100 nos. suites for married PG Students has been verified, checked and locked by the hostel staff in presence of Estate Section officials on dated 12.11.2018. The inventory list of Civil, Public Health and Furniture of 100 nos. single seater rooms and 100 nos. suites for married PG Students is enclosed herewith.

So, it is kindly requested to take over the charge of existing Civil & Public Health and Furniture inventories including common areas of 300 seater multi-purpose boys hostel.

Encl:

1. Married side rooms (page 1-11)
2. Married side remaining portion (page 1-2)
3. Married side plumbing/sanitary detail (page 1-6)
4. Single side rooms (page 1-4)
5. Single side remaining portion (page 1-3)
6. Block-2 & Block-11 (page 1-2)
7. Single side plumbing details (page 1)
8. Water Supply / Sanitary detail (page 1-2)
9. Furniture detail (page 1-4)

Chief Warden (Boys)

08.02.19
Prof. J/C (Estate & Construction)
Kurukshetra-136119



भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT



कार्यालय कार्यपालक अभियंता
केन्द्रीय लोक निर्माण विभाग
एन.डी.आर.आई.कैम्पस,
करनाल-132001



Office of the Executive Engineer,
Central Public Works Department,
NDRI Campus, Karnal-132001
e-mail :- eekcd.knl.cpwd@nic.in

संख्या - 54(NIT)/क.मं/2021/2131

दिनांक 13/10/2021

To,

✓ Prof. I/C (Estate & Constn),
NIT, Kurukshetra

Sub :

In the matter of arbitration between M/s. Jai Parkash & Sons and Union of India for the work C/o 300 Seater Multi-Purpose Boys Hostel i/c 100 Suites for Foreign Students, Research Scholars and Married PG Students (Multi-storeyed framed structure) (G+5) i/c internal Water Supply, Sanitary Installation, Drainage & Internal Electrical Installations at NIT, Kurukshetra (Haryana)
Agency : M/s. Jai Parkash & Sons
Agreement No. 67/EE/KCD/2014-15

With reference to the above mentioned work, it is hereby brought to your kind notice that the agency of the above work has gone into arbitration for settlement of certain disputes which have arisen in the above mentioned work and accordingly Arbitrator has been appointed by the competent authority (copy enclosed).

The total claim amount by the agency is Rs. 4,92,30,481/- excluding the interest & GST on award amount.

This is for your kind information and further necessary action please.

Encl : As above

Prashant
(Prashant Agarwal) 13/10/21
Executive Engineer-Karnal
CPWD, Karnal

Copy to :-

1. Director, NIT, Kurukshetra for kind information please.
2. Additional Director General (Region Chandigarh), CPWD, Kendriya Sadan, Sector-9A, Chandigarh for information please.
3. Superintending Engineer-Karnal, CPWD, Karnal for kind information please.

✓
Executive Engineer-Karnal

पत्रिका क्रमांक 3355-1
 स्थापना-2
 विल 110
 भारत सरकार
 GOVERNMENT OF INDIA
 केंद्रीय लोक निर्माण विभाग
 CENTRAL PUBLIC WORKS DEPARTMENT
 Office of the
 Additional Director General (Region Chandigarh)
 CPWD, Sector-9(A), Chandigarh-160009
 Tel. No. 0172-2741169
 Fax No. 0172-2740728
 E-Mail ID: cpwd@cpwd.gov.in
 Website: https://cpwd.gov.in

भारत सरकार
 GOVERNMENT OF INDIA
 केंद्रीय लोक निर्माण विभाग

BY Sd/- PUSHPY L. MEHRA
 3132
 12/11/21
 दिनांक 07/11/2021

पत्रांक 23(102)/DRC/WA/अ.म.नि.(क्षेत्र 0)/का.अ.नि.(टी.एल.सी)/3355-H

विषय:- In the matter of arbitration between M/s Jai Prakash & Sons, and Union of India, regarding the work "C/o 300 seater multi purpose boys hostel i/c 100 suits for foreign students, research scholars and married PG students (Multi-storeyed framed structure) (G+5) i/c internal water supply, sanitary installation, Drainage & Internal Electrical Installations at NIT, Kurukshetra (Haryana).

Agmt. No. 67/EE/KCD/2014-15

Whereas Jai Prakash & Sons, 222-A, Luria Mohalla Dehradun -248001 (Uttarakhand) has written to ADG(Region Chandigarh) vide his letter No. JPS/2021-22/KRK/0196 dated 31.08.2021 for Agmt. No. 67/EE/KCD/2014-15, that certain disputes have arisen between the above noted parties in respect of the above noted work, I, ADG(Region Chandigarh), CPWD by powers conferred on me under Clause 25 of the said Agreement hereby appoint Sh. R.K. Agrawal, A-15, South Extension, Part-II, New Delhi-110049 as Sole Arbitrator to decide and make his award regarding the claims/disputes raised by the contractor, if any, as shown in the statements enclosed, subject always, however, to their admissibility under clause 25 of the aforesaid agreement.

It is further requested to kindly decide first before adjudication, whether these claims are time barred or not as per limitation Act.

The arbitrator shall give reasons for the award. The fee payable and terms & conditions to the sole Arbitrator shall be in accordance with CPWD OM No. 2/SE(TLC)/Arb.case/2019-20/07 dated 24.01.2020.

(ई.अनन्ता कुमार)
 अपर महानिदेशक (क्षेत्र 0)

Encl: Certified copy of claims (S No 1 to 8, 1 page)

To

1. Sh. R.K. Agrawal, A-15, South Extension, Part-II, New Delhi-110049 alongwith copy of consent letters from the contractor. (e-mail: rkagrawal1958@gmail.com)
2. Jai Prakash & Sons, 222-A, Luria Mohalla Dehradun -248001 (Uttarakhand) with reference to his letter No. JPS/2021-22/KRK/0196 dated 31.08.2021. (e-mail: jps2019@gmail.com)
3. कार्यपालक अभियन्ता-करनाल, केंद्रीय लोक निर्माण विभाग, नेशनल डायरी रिसर्च इंस्टीट्यूट कंपस, नजदीक स्टेट बैंक ऑफ इंडिया, करनाल-132001 for information & necessary action.

प्रतिनिधि मूल प्रति पर नहीं-

1. अपोक्षक अभियन्ता-करनाल, केंद्रीय लोक निर्माण विभाग, नेशनल डायरी रिसर्च इंस्टीट्यूट कंपस, नजदीक स्टेट बैंक ऑफ इंडिया, करनाल-132001 for information & immediate necessary action. Arrangements may be made to defend the case effectively. Legal assistance of the Counsel may be obtained where necessary. Superintending Engineer should ensure that the bills of the contractor are finalized immediately, if not already done.
2. कार्यपालक अभियन्ता-करनाल, केंद्रीय लोक निर्माण विभाग, नेशनल डायरी रिसर्च इंस्टीट्यूट कंपस, नजदीक स्टेट बैंक ऑफ इंडिया, करनाल-132001 for information & necessary action. Arrangements may be made to defend the case effectively. Legal assistance of the Counsel/Superintending Engineer may be obtained where necessary. Executive Engineer should ensure that the bills of the contractor are finalized immediately, if not already done.

Annexure-II

Line of work: C/o 300 Seater Multi-Purpose Boys Hostel & 100 suits for foreign students, Research Scholars and Married PG Students (Multi-storied framed structure) (G+5) w/c internal water supply, Sanitary installation, Drainage & Internal Electrical Installations at NIT, Kurukshetra (Haryana).

Agreement No: 67/EE/KCD/2014-15.

Tender Amount

Date of Submission of Tender

Date of Acceptance of Tender

Date of Start of work

Stipulated date of Completion

Actual date of complete

Time Allowed

Actual Delay Involved

Rs. 28,53,44,991/-

30.10.2014.

25.02.2015.

19.03.2015

07.12.2016

03.01.2018

630 Days

423 Days

LIST OF CLAIMS / DISPUTES

Sr. No.	Claims	Amount Rs.
1	Claim on account of withheld amount/delay payment of the R/A Bill & Final bill and Deviation items beyond deviation limit paid lesser than Agreement rates and interest thereof.	Rs. 3,42,44,465/-
2	Addition cost payable on account of Extended stay period of contract for Escalation.	Rs. 2,51,496/-
2.1	Compensation on account of price escalation on material under 10CA Cement & Steel, Structural steel from stipulated date of completion to Actual date of completion.	Rs. 27,89,226/-
2.2	Compensation on account of price Escalation under 10CC on material other than cement & steel from stipulated date of completion to actual date of completion.	
3	Additional cost payable on account of overhead Cost and other charges due to extended stay period of contract.	Rs. 1,45,71,594/-
3.1	Claim on account of overheads and other onsite and offsite Expenses @ 7.5% on Prolongation of Contract.	Rs. 57,87,300/-
4	Claim on account of incentive @ 2% on Tender value as per Clause 2A of the agreement.	
5	Claim on account of interest @ 12% P.A. on the above claim from the date of respective cause of action.	Rs.
5.1	Claim on account interest @ 12% on claim no. 3 to 2.	Rs.
5.2	Claim on account of interest @ 12% P.A. Pre-award and Post-award.	Rs. 5,00,000/-
6	Claim on account of Cost of Arbitration and other Miscellaneous charges to be paid to our counsel, consultant, Engineer etc.	Rs. 1,10,86,400/-
7	Claim on account of GST @ 12% as payment made after 30.06.2017.	Rs.
8	Claim on account of GST @ 12% on awarded amount.	

NOTE: The amount of claims calculated on the basis of available records. However We reserve our right to add or subtract any claim or modify the amount of claims and file any document if required at a later stage during arbitral proceedings.

Yours Faithfully
M/s. Jai Prakash & Sons.
(Authorized Signatory)

(मोम लाल शर्मा)

कार्यवाही अधिकारी (निष्पक्षवाद)



ESTATE SECTION
NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA - 136119

No.CC/3497/650

Dated 27.10.2021

Subject: In the matter of arbitration between M/s. Jai Parkash & Sons and Union of India for the work of construction of "300 seater multi-purpose boys Hostel including 100 suites for foreign students, research scholars and married PG students (Multi-storeyed framed structure) (Ground+5) at NIT Kurukshetra".

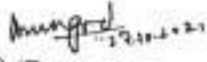
With reference to letter received from the Executive Engineer (Civil), CPWD, Karnal vide no. 54(NIT)/CD/2021/2131 dated 13.10.2021, it is stated that the agency M/s. Jai Parkash & Sons of the above cited work has gone into arbitration for the settlement of certain disputes which have arisen in the above mentioned work. Accordingly, an Arbitrator has been appointed by the competent authority vide letter no. 23(102)/DRC/WA/ADG(RG)/EE(TLC)/3255-H dated 07.10.2021.

Further, it is also intimated by CPWD that the total claim amount by the agency is Rs. 4,92,30,481/- excluding the interest & GST on award amount.

This is for kind information please.

Encl: As above (page 1-4)

Prof. I/C (Accounts)


Prof. I/C (Estate & Construction)

Copy to:

1. Dean (P&D) for information please
2. PS to Registrar for information of the Registrar please.
3. AR to Director for kind information of the Director please

Gmail

ESTATE SECTION

Diary No. 1193

Professor Incharge E&C <professorinchargeestate@gmail.com>

Dated 10/8/22

In the matter between M/s Jai Prakash and Sons Vs UOI Case no. RKA/Arb/CPWD/07

1 message

Executive Engineer Karnal Central Division CPWD Karnal CPWD MO Urban Development

Wed Aug 10, 2022 at 3:19

<eeecd.knl@cpwd.gov.in>

To: professorinchargeestate <professorinchargeestate@gmail.com>, registrar <registrar@nitkkr.ac.in>

10/08/22 3:19 PM

for DC (E&C), for ITC (EM&T)

Sir,
Please find herein the copy of award for the above mentioned work for your kind information and further necessary action please.



4 attachments



IMG_7800 (1).jpg
1821K

Award 7.pdf
2575K

award notice .pdf
92K

award order .pdf
89K

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सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	IN-UKB4112710012171U
Certificate Issued Date	13-May-2022 02:43 PM
Account Reference	NONACC (SVV UK1200604/ DEHRADUN/ UK-DH
Unique Doc. Reference	SUBIN-UKUK120060473085515174492U
Purchased by	JAI PRAKASH AND SONS
Description of Document	Arbitr. Miscellaneous
Property Description	NA
Consideration Price (Rs.)	1 (Zero)
First Party	JAI PRAKASH AND SONS
Second Party	NA
Stamp Duty Paid By	JAI PRAKASH AND SONS
Stamp Duty Amount (Rs.)	100 (One Hundred only)



Please write entries below this line

NO. RK/VAH/CPWD/07

Date: 09/08/2022

M/s Jai Prakash and Sons

In the matter of

Claimant

Vs.

Union of India (Represented through EE Karnal Central Division CPWD) Respondent

Rakesh Kumar Agrawal
Sole Arbitrator

Rakesh Kumar Agrawal (Retd. Special Director-General, CPWD)
Sole Arbitrator

A-15, Upper Ground Floor, South Extension II, New Delhi-110049

Email: rkagrawal1958@gmail.com

☎011-43051553 📠+91-7542030167

NO: RKA/Arb/CPWD/07

Date: 09.08.2022 (Speed Post)

Before
The Arbitral Tribunal of Er. Rakesh Kumar Agrawal
Sole Arbitrator

In the matter of

M/s Jai Prakash and Sons

Claimant

Vs

Union of India (Represented through EE Karnal Central Division CPWD)

Respondent


Name of work: Name of work: C/o 300 Seater Multipurpose Boys Hostel i/c 100 suits for foreign students, research scholars and married PG students (Multi-storied framed structure) (G+5) i/c Internal water supply, Sanitary installation and Internal Electrical Installations at NIT, Kurukshetra (Haryana).

Agreement No: 67/EE/KCD/2014-15.

ORDER Dated: 09.08.2022

1. It is brought to notice of the Parties that the Award has been published by me on 09.08.2022. A soft copy in PDF format has already been sent to the Parties.
2. A signed copy of the award is dispatched through Speed Post, which will be received by the parties in due course. The receipt of the signed copy of the award may please be sent to the undersigned.

1. M/s Jai Prakash and Sons
222-A Lunia Mohalla,
Dehradun (Uttarakhand)-248001.
2. The Executive Engineer,
Karnal Central Division, CPWD,
National Dairy Research Institute campus,
Near State bank Of India,
Karnal-132001


Rakesh Kumar Agrawal
Sole Arbitrator

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NO: RKA/Arb/CPWD/07

Date: 09/08/2022 (By Speed Post)

**Before
The Arbitral Tribunal of Er. Rakesh Kumar Agrawal
Sole Arbitrator**


M/s Jai Prakash and Sons	In the matter of	Claimant
	Vs	
Union of India (Represented through EE Karnal Central Division CPWD)		Respondent

Name of work: Name of work: C/o 300 Seater Multipurpose Boys Hostel I/c 100 suits for foreign students, research scholars and married PG students (Multi-storied framed structure) (G+5) I/c Internal water supply, Sanitary installation and Internal Electrical Installations at NIT, Kurukshetra (Haryana).

Agreement No: 67/EE/KCD/2014-15.

1. Take notice that I, Rakesh Kumar Agrawal, Former SDG, CPWD, Sole Arbitrator have today i.e. on 09.08.2022 made and signed my Award, copy of which is enclosed.
2. The award together with documents and pleadings relating to above case has been retained by me. The same will be filed in the court of the competent jurisdiction as and when directed by the court. The award shall be filed if a request in writing from any party to the arbitration agreement, indicating the name and complete Postal address of such court, is received within three months of the receipt of this notice. The cost of filing the award shall be borne by the party seeking intervention of the court. However, if no intervention is sought by any party, the record pertaining to this matter shall be destroyed on or after 6 months of the date of publishing award.

1. M/s Jai Prakash and Sons
222-A Lunia Mohalla,
Dehradun (Uttarakhand)-248001.
2. The Executive Engineer,
Karnal Central Division, CPWD,
National Dairy Research Institute campus,
Near State bank Of India,
Karnal-132001


Rakesh Kumar Agrawal
Sole Arbitrator

In the matter of
M/s Jai Prakash and Sons Claimant
Vs
Union of India
(Represented through EE Karnal Central Division CPWD) Respondent

Name of work: Name of work: C/o 300 Seater Multipurpose Boys Hostel i/c 100 suits for foreign students, research scholars and married PG students (Multi-storied framed structure) (G+5) i/c Internal water supply, Sanitary installation and Internal Electrical Installations at NIT, Kurukshetra (Haryana).

Agreement No: 67/EE/KCD/2014-15.

AWARD

Made on 09.08.2022

ARBITRATION CASE No: RKA/Arb/CPWD/7

Claimant: M/s Jai Prakash and Sons
263, Pocket-07, Sector-23, Rohini, Delhi-110085

Respondent: Union of India
(Represented for & on their behalf by Executive Engineer, Karnal Central Division, CPWD, Karnal.

Claimant's counsel:
1. Shri Amrit Pal Singh Consultant

Respondent's counsel:
1. Shri Barun Sinha Advocate

Name of work: Name of work: C/o 300 Seater Multipurpose Boys Hostel i/c 100 suits for foreign students, research scholars and married PG students (Multi-storied framed structure) (G+5) i/c Internal water supply, Sanitary installation and Internal Electrical Installations at NIT, Kurukshetra (Haryana).

Agreement No: 67/EE/KCD/2014-15.

Sole Arbitrator: Rakesh Kumar Agrawal, Retired Spl. Director General, CPWD, Delhi.

Seat of Arbitration: Delhi.

- 0.1 **Facts in Brief:** M/s Jai Prakash & Sons and Union of India (Through EE Karnal Central Division CPWD, Karnal) entered into an agreement for execution of the above-named work. Stipulated date of start and completion of the work were 19.03.2015 and 07.12.2016 respectively with time allowed for the work being 630 days. The completion of the work was recorded on 03.02.2018. EOT has been granted without levy of compensation and final bill has been paid on 24.06.2019. Salient details of the work are indicated at sub para (0.3) below. Certain disputes arose between the parties on the issues like cost escalations, overhead expenses due to prolongation of the contract, non-payment of incentive, reimbursement of GST etc. Therefore, for adjudication of disputes/claims, I was appointed as the sole arbitrator by the Additional Director General

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Case No.: RKA/Arb/CPWD/7

M/s Jai Prakash & Sons. V/s UOI

Rakesh Kumar Agrawal

(Region Chandigarh) CPWD, Chandigarh, vide No23(102)/DRC/WA/ADG (Region Chandigarh)/EE(TLC)/3255-H, dated 07.10.2021 to decide and make award if any, regarding 8 claims/disputes raised by the claimant contractor as per the list attached with aforesaid letter subject to their admissibility as per clause 25 of the aforesaid agreement. It was also requested by the appointing authority in the said letter to decide before adjudication, whether these claims are time barred or not as per Limitation Act. Details of Claims are as under: -

Claim No.	Description	Amount (INR)
1	Claim on account of withheld amount/delay payment of the RA bills & Final bill and deviation items beyond deviation limit paid lesser than Agreement rates and interest thereof.	Rs. 1,42,44,465/- Rs. 1,25,75,772/- as per SoC.
2	Additional cost payable on account of Extended stay period of the contract for Escalation. 2.1 Compensation on account of price escalation on material under 10CA cement and steel from stipulated date of completion to actual date of completion. 2.2 Compensation on account of price escalation under 10CC on material other than cement and steel from stipulated date of completion to actual date of completion.	Rs.2,51,496/- Rs. 5,38,069/- as per SoC. Rs.27,89,226/-
3	Additional cost payable on account of overhead cost and other charges due to extended stay period of contract. 3.1 Claim on account of overheads and other onsite and offsite expenses @ 7.5% on prolongation of the contract.	Rs. 1,45,71,594/-
4	Claim on account of incentive @ 2% on Tender Value as per Clause 2A of the agreement.	Rs.57,87,300/-
5	Claim on account of interest @c 12% PA on above claims from the date of respective cause of action. 5.1 Claim on account of interest @ 12% on claim No 1 & 2. 5.2 Claim on account of interest @ 12% PA Pre-award and Post award.	Not specified Rs. 29,38,887/- as per SoC.
6	Claim on account of Cost of Arbitration and other Miscellaneous Charges to be paid to our counsel, consultant, Engineer etc.	Rs. 5,00,000/-
7	Claim on account of GST @12% as payment made after 30.06.2017.	Rs.1,10,86,400/- Rs. 1,27,96,055/- As Per SoC.
8	Claim on account of GST @ 12% on awarded amount.	Not specified

- 0.2 I entered the reference through my letter no. RKA/Arb/CPWD/7 dated 22/10/2021 vide which meeting notice for the first online meeting (Due to Covid restrictions) was issued and the Declaration by the Sole Arbitrator under section 12 (1)(a)(b) (sixth schedule) of the Arbitration and Reconciliation Act 1996 as amended by the Arbitration and Conciliation Act 2015(3 of 2016) (Hereinafter called the Act) was also sent to the parties. During first online meeting held on date 29.10.2021, parties were advised the

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Case No.: RKA/Arb/CPWD/7

M/s Jai Prakash & Sons. V/s UOI

P. K. Kumar Agrawal

procedure to be followed and dates for submission of pleadings were also fixed. Both the parties confirmed the receipt of the said Declaration by the Sole Arbitrator and raised no objection to appointment of Sh. Rakesh Kumar Agrawal as sole Arbitrator in the matter. The parties submitted pleadings and documents as below during course of the proceedings:

Documents submitted by claimant	Document submitted by respondent
1. Statement of Claim (SoC) vide letter dated 29.11.2021 in pages 1 to 26 (CD1) and exhibits C1 to C53 and others (CD2) all in pages 27 to 290.	1. Certified Copy of the agreement received vide letter dated 18.01.2022 in two volumes.
2. Rejoinder dated 07.02.2022 (Pages 291 to 322) with covering letter in 2 pages (CD3), Exhibits C54 to C68 (CD4) Pages 323 to 446.	2. Statement of Defense (SoD) Dated 15.01.2022 with exhibits R1 to R14 in Pages 1 to 65.
3. Admission/denial statement dated 07.02.2022 in one page.	3. Admission/denial statement on behalf of respondent to the documents of the claimant vide letter dated 15.02.2022 in pages 1 to 6.
4. Letter dated 07.06.2022 containing modified 10CC calculations.	4. Respondent's letter dated 23.02.2022 proposing issues to be taken up during oral arguments.
5. The letter dated 29.06.2022 regarding comments on the respondent's letter dated 21.06.2022.	5. Letter dated 16.04.2022 containing following documents: (i) Copies of RA bills 1 to 14 and 15 th and final bill (Annexure A to O) (ii) Copy of MAS for reinforcement steel (Annexure P) (iii) Copy of Hindrance Register (Annexure Q) (iv) EOT Proforma Part II (Annexure-R).
6. Letter dated 03.05.2022 containing legible copy of page 260 of SoC, letter dated 07.06.2022 containing 10CC calculations, Letter dated 29.06.2022 containing details of documents submitted, letter dated 29.06.2022 containing comments on 10CC, Haryana Govt VAT schedule, Service tax value rules.	6. Letter dated 20.04.2022 regarding 10CC calculations (4 Pages).
7. Synopsis of oral arguments dated 15.07.2022 in pages 1 to 29.	6. Letter dated 21.06.2022 regarding 10CC calculations.
	7. Letter dated 05.07.2022 regarding clarifications to the claimant's letter dated 29.06.2022.
	8. Synopsis of oral arguments dated 19.07.2022.

0.2 Salient features of the contract:

1.	Estimated cost put to tender (ECPT) -	Rs. 30,88,32,748/-
2.	Tendered amount	Rs. 28,93,64,991/- (6.3% below ECPT)
3.	Actual value of work done	Rs. 39,30,83,656/-
4.	Stipulated time period of completion	630 days.
5.	Stipulated date of start	19.03.2015
6.	Stipulated date of completion	07.12.2016
7.	Actual date of completion	03.02.2018
8.	Total actual execution time	Around 1061 days
9.	Date of payment of final bill	24.06.2019
10.	Letter of the claimant for invocation of arbitration sent to EE (C-36)/Page 107 of CD2	06.01.2021
11.	Date of appointment of sole Arbitrator	07.10.2021

0.3 Altogether nine hearings were held viz, (i) 1st on 29.10.2021, (ii) 2nd on 15.02.2022, (iii) 3rd on 10.03.2022, (iv) 4th on 14.03.2022 and 5th on 21.04.2022, 6th on 09.05.2022, 7th on 13.05.2022, 8th on 28.05.2022, 9th and final on 13.06.2022. All the hearings the were

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held online due to Covid-19 restrictions. The hearings were attended by the representatives of both the parties. Both the parties were given full opportunity to present their respective case. Record of proceedings/minutes were issued. At the end of 9th & final hearing held on 13.06.2022, parties agreed that they had nothing further to depose before the Arbitrator and thus, proceedings were declared closed.

- 0.4 The claimant submitted the admission/denial statement on 07.02.2022. The respondent submitted admission/denial statement on 15.02.2022. Both the parties have admitted the receipt of documents exhibited by the other party with its pleadings.
- 0.5 **Limitation of claims:** The respondent has not challenged the claims of the claimant being time barred as per Limitation Act-1963. However, it has challenged many of claims being time barred as per time limit specified in Clause 25 and other relevant clauses of the agreement. The objections raised have been examined in Para A/page 6 of the award
- 0.6 As per Section 29A and 23(4) of the Act, time limit for publishing the award is 12 months from the date of submission of the Statement of Defense by the respondent i.e. 15.01.2022. Thus, the time limit will expire on 14.01.2023. It is thus clear that sufficient time is still left for publishing the Award within the time limits specified under section 29A read along with 23(4) and orders of Hon'ble Supreme Court.
- 0.10 The respondent through its letter dated 23.02.2022 proposed 6 nos issues to be taken up first before commencement of oral arguments on the claims. The AT vide its order dated 24.02.2022 gave its decision that all the issues emanate from the claims so let the claims be argued first. The AT is sure that these issues will automatically be covered by the time arguments/counter arguments are concluded. However, in case any issue is left out and not covered within claims then that issue will be taken up subsequently.
- 0.11 **Arbitrator's Fee:** Both the parties have paid Arbitrator's Fee (@ 50% by Each) as per Order issued by the Arbitrator on 13.05.2022.

NOW, THEREFORE, after perusal of the documents filed, having heard both the parties at length in all the hearings, pleadings made, case laws submitted and also considering their respective written synopsis, I make the Award on each claim and counter claim hereinafter.

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THE AWARD:

- A. **The issue of Limitation:** Before adjudicating the claim on merit, I will examine whether the claims raised in the Statement of the Claim (SoC) by the claimant are barred by time.
- (ii) The respondent argues that the Statement of the claim is barred by time prescribed under Clause 25(i) and 25 (ii) of the agreement. The clause 25 provides for settlement of disputes and Arbitration. Contents of Clause 25 of Arbitration Agreement are mandatory and non-compliance of disputes settlement mechanism in the arbitration agreement, prior to demand notice for referring for referring the matter to the arbitration, amounts to claim being waived off. Therefore the Statement of Claim by virtue of non-compliance of Arbitration agreement is waived off by the claimant. The respondent refers the judgement of Hon'ble supreme Court in the case of M/s N N Global Mercantile Pvt. Ltd. Vs. M/s Indo Unique Flame Limited; Civil Appeal Nos. 3802-3803/2020.
- (iii) The respondent further argues that Section 28 of the Indian Contract Act-1872, does not apply to the arbitration agreement as evident from the explanation 1 to the Section 28. The arbitration agreement is distinct from the remaining part of the agreement. In this connection reference may be made to Section 7 of the Arbitration Act where arbitration agreement is defined. This arbitration agreement is mandatory to the parties to follow word by word. The Hon'ble Apex court has taken similar view in the Civil appeal No. 825 of 2021, Praveen Electicals Pvt. Ltd. Vs. Galaxy Infra and Engineering Pvt. Ltd. and in the matter Vidya Drolia Vs. Durga Trading Corporation. Thus, the contention of the Claimant to the effect that Clause -25 (i) & (ii) of the Arbitration Agreement are contrary to Section 28 of Contract Act are absolutely incorrect and contrary to the latest judgments as mentions herein above.
- (iv) The respondent further argues that claims are time barred as per Para 30 of the judgement of the Hon'ble Apex court in the matter of Bharat Sanchar Nigam Limited Vs. M/s Nortel Networks India Pvt. Which reads thus:

"Issue of Limitation, Limitation is normally a mixed question of fact and law, and would lie within the domain of the arbitral tribunal. There is, however, a distinction between jurisdictional and admissibility issues. An issue of 'jurisdiction' pertains to the power and authority of the arbitrators to hear and decide a case. Jurisdictional issues include objections to the competence of the arbitrator or tribunal to hear a dispute, such as lack of consent, or a dispute falling outside the scope of the arbitration agreement. Issues with respect to the existence, scope and validity of the arbitration agreement are invariably regarded as jurisdictional issues, since these issues pertain to the jurisdiction of the tribunal.

Admissibility issues however relate to procedural requirements, such as a breach of pre-arbitration requirements, for instance, a mandatory requirement for mediation before the commencement of arbitration, or a challenge to a claim or a part of the claim being either time-barred, or prohibited, until some pre-condition has been fulfilled. Admissibility relates to the nature of the claim or the circumstances connected therewith. An admissibility issue is not a challenge to the jurisdiction of the arbitrator to decide the claim.

The issue of limitation, in essence, goes to the maintainability or admissibility of the claim, which is to be decided by the arbitral tribunal. For instance, a challenge that a claim is time-barred, or prohibited until some pre- condition is fulfilled, is a challenge to the admissibility of that claim, and not a challenge to the jurisdiction of the arbitrator to decide the claim itself."

- (iv) The claimant asserts that the procedural mechanism defined in the clause 25.1 of the agreement has been satisfied as evident from the letters placed at Exhibits C-36 to

C-40 which pertain to disputes/claims raised to EE, SE and ADG, the appointing authority as required as per the contract. Thereafter these disputes were also discussed in the DRC (C-43) as per the procedural requirement of the said clause. Thus, I hold that assertion of the respondent that procedure set out in the clause has not been followed is not correct. Regarding the contention of the respondent that the claims are time barred as same were not raised within 120 days of the intimation of the final bill being ready by the respondent, I agree with contention of the claimant that same is hit by the provision of section 28 (b) of the Indian Contract Act-1872. I hold that arbitration clause i.e. clause 25 will be valid and enforceable only if its provisions are in line with laws of land. If it is not so the same cannot be enforced. In this case stipulated time of 120 days in clause 25.2 contradicts the provisions of the Limitation Act, thus same will be hit by that and gets superseded by the provision of 3 years being limitation period as per Articles 18/55 of the Limitation Act. Similarly, I hold that time period of three months after completion and one month after record of completion certificate for submission of final bill and no further claims will be raised by the contractor, is also hit in the similar way. Hon'ble courts in numerous judgements have supported the same as pleaded by the claimant viz. (UOI vs Simplex Concrete Piles India (P) Ltd. 2004 III AD (Delhi)305, Para 3, Hindustan Construction Company Vs. DDA, 1991(1), Arb. LR 272).

- (v) Thus, I decide that limitation period for raising the claims will be governed by period of 3 years as per articles 18/55 of the Limitation Act. Period of 3 years will be reckoned from different dates depending upon the type of the claim. Claims which arise from contractual provisions i.e Claim No 1, 2 & 4 will be raised within 3 years of the payment of final bill (Article 18 of the Limitation Act). The final bill was paid on 24.06.2019 and accordingly, limitation period of 3 years will expire on 23.06.2022. Thus, the claims 1 and 2 have been raised within limitation period.
- (vi) The claim No 3 for compensation of damages due to prolongation of the contract will not be raised beyond three years from the actual date of the completion as per the article 55 of the Limitation Act as only on the date of completion of the contract, the claim and its amount will be crystalize. The work was completed on 03.02.2018 and time period of 3 years will expire on 02.02.2021. The claimant raised its claim by way of notice under clause 25(i) on 06.01.2021 to the respondent EE (C-36). Thus the claim has been raised within limitation period. Besides, limitation period has been extended by Hon'ble Apex court vide order dated 10.01.2022 due to Covid which rules that "In computing the period of limitation for any suit, appeal, application or proceeding, the period from 15.03.2020 till 28.02.2022 shall stand excluded. Consequently, the balance period of limitation remaining as on 28.02.2022, if any shall become available with effect from 01.03.2022. In the event of actual balance period remaining is greater than 90 days, that the longer period shall apply."
- (vii) Thus I hold that all the claims have been raised within the period of limitation and are not time barred. All the claims raised in the SoC have been forwarded by the appointing authority and as such there is no jurisdictional issue, nor there is any application from the respondent under section 16 of the Act challenging the jurisdiction of the Arbitrator. The admissibility of the claim as per agreement and the laws of land will be examined while adjudicating the claims.

1.0. Claim No. – 1: Claim on account of withheld amount /delay payment of the RA bill & final bill and deviation items beyond deviation limit paid lesser than agreement rates and interest thereof: Rs. 1, 25,75,772/-.

1.1 Claimant's case:

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The claimant has divided the claim into sub claims (i) and (ii). The sub claim (i) is further divided into three parts i.e. A, B and C. Each sub claim and its parts will hereinafter be dealt separately for adjudication.

**Part (i): Withheld amount/delay payment of the RA bills and final bill
(A) Delay payment of RA Bill and final bill**

- (i) The Claimant claims on account of delay in payment of running account bills and final bill as per contract conditions. The claimant states that there was delay in payment of bills ranging from 51 days minimum to 611 days. 12th, 13th and 14th RA bills were paid in parts due to shortage of funds.
- (ii) The claimant relies upon its letters placed at C9, C11, C14, C17, C20, C21, C22, C23, C24, C25, C26.
- (iii) The claim amount of this part of the claim has been worked out as Rs. 41,06,498/- by the claimant and calculations for the same has been submitted at exhibit C-1A at page 249 of CD2. The claimant has claimed rate of interest @12% per annum and delay in payment has been counted from the 11th day of submission of the bills for RA bill and 6 months for the final bills. Bill nos for which payments were delayed according to the claimant are mentioned as 4th, 11th, 12th, 13th, 14th, 15th for civil work and 5th and 6th (Final) for electrical works.

1.2 Respondent's case:

- (i) The respondent relies upon the provision of the Clause 7 of the agreement and alleges that the claimant has claimed delay from the 11th day instead of 45 days as per agreement in case of RA bills and rate of interest has been claimed @ 12% instead of @ 7.5% provided in the clause 7 of the agreement. Further, the claimant has not submitted any documentary proof for submission of the bill on the dates mentioned at Page 249 of the CD2.
- (ii) The respondent counters that correct calculation sheet for interest as per terms of the contract, is placed at page 30 (R-2) of the SoD for an amount of Rs. 3,96,145/-. The respondent has taken correct date of submission of the bill when CMB no. was issued as per Clause 7A of the agreement and this date should be taken for working out limitation of days in which bills were to be paid to the claimant. The respondent further alleges that apart from date of submission of the bills claimed by the claimant, dates of payment as well as rate of interest are not correctly taken by the claimant in its calculations.
- (iii) The claimant has submitted highly inflated and flawed claims without referring to terms and conditions of the contract.
- (iv) The respondent after considering the delay in payments wherever occurred, has prepared the interest statement while the claimant is trying to take undue advantage of the same by making false and inordinate claims. Thus, the claim of the claimant amounting to Rs. 41,06,498/- is untenable, incorrect and should be rejected.

1.3 Claimant in its rejoinder:

- (i) The claimant denies the contentions of the respondent and regarding date of submission/ non-payment of the bills, relies on letters placed at C9, C11, C14, C17, C20, C21, C22, C23, C24, C25 and C26.
- (ii) The claimant further states that all the averments made by the respondent in its SoD could have been accepted if the respondent had agreed to pay the interest at the time of occurrence or during cause of action. Now at such belated stage, the matter is before the AT for adjudication and the claimant stands by the submissions made in its SoC.

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(iv)	13 th RA Bill	3,61,07,727	31.07.2017	26.09.2017	42 days	3,11,615	C-2
(v)	14 th RA Bill(Part)	1,26,10,000	26.12.2017	26.12.2017	0 Days	0	
	14 th RA Bill (Balance)	31,25,457	26.12.2017	22.02.2018	43 Days	27,615	
	14 th RA Bill	19,73,457	26.12.2017	22.02.2018	43 days	17437	
(vi)	15 th and Final Bill	29,55,154	07.01.2019	24.06.2019	0 days		
(vii)	5 th RA Bill (Electrical)	26,54,493	27.09.2017	17.01.2018	97days	52,908	C-26
(viii)	6th RA and final Bill (Electrical)	30,08,345	03.02.2018	22.07.2019	0 days		
					Total	13,40,841	

(xi) Hence, I award a sum of Rs. 13,40,841/- against this subclaim.

(B) Withheld amount in the Running Account Bills /Final bill:

1.6 Claimant's case:

- The claimant raises the claim on account of various payments illegally withheld from RA bills and final bill and which were released after years. Details are given in table at Exhibit C-1A on page 249 of the CD2.
- Approximately, Rs. 1,56,95,932/- were withheld against 10CA starting from 01.02.2015 to 19.06.2019 and finally adjusted on 20.07.2020 i.e. after more than a year of the final bill. Due to this amount could not be utilized in the work and earned return in any shape i.e. interest, turnover etc. This is major issue in all the withheld payments which are beyond the scope of the contract. Hence, the claimant is eligible for payment of the interest at least if not loss of profit.
- The claimant draws the attention towards the letters at C-13 on page no. 48 to 51, C27 to C30 on page nos 74 to 80 and C32 on page nos 83,84.
- The amount of the claim has been modified from Rs. 67,61,472/- to Rs. 67,78,914/-.

1.7 Respondent's case:

- The respondent refutes the calculation of the claimant for interest and amount withheld.
- At Sl. No 1 of the table, the claimant has claimed interest for withheld amount of Rs. 1,56,95,932/- on account of 10CA which was withheld in various bills. The amount was released to the claimant on 21.07.2021 (R-4). The total amount released was only Rs. 5,48,510/- as all the statements of escalation was on the negative side but quite surprisingly, the claimant has calculated the interest on the full withheld amount which is absolutely incorrect. It can be seen that the claimant is trying to misguide the arbitration proceedings or it does not have basic knowledge of calculation as when the amount itself was not due how can the claimant calculate the interest on that amount which is not payable to him.
- The respondent further argues that second part of this sub claim regarding claim of interest on various withheld amounts in the final bill, also does not sustain as withheld amounts of Rs. 3,50,000/- has already been released on various dates as indicated at R-5/ Page 36 of the SoD.

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Case No.: RKA/Arb/CPWD /7

M/s Jai Prakash & Sons. V/s UOI

Rakesh Kumar Agrawal

1.8 The claimant's case in the rejoinder:

- (i) The claimant while reiterating its stand alleges that the respondent has not replied to its specific query why such huge amount was withheld at very early stage and why 10CA statement were not sanctioned even after our submission. Why this amount was adjusted after one year of the final bill.
- (ii) Withheld payments are beyond scope of the contract, hence eligible for payment of interest at least if not loss of profit. The claimant again draws the attention towards the letters at C-13 on page no. 48 to 51, C27 to C30 on page nos 74 to 80 and C32 on page nos 83,84. These letters reflect that the claimant was demanding the payment under 10CA again and again which respondent did not pay at the time of so called bill and paid after one year of the final bill.

1.9 Oral arguments by Parties:

- (i) Both the parties reiterated their respective stands taken in pleadings. The respondent relying upon provisions of the Clause 29A/ page 51 of the agreement, argues that as per the said provision, the respondent EE is well within its right to withhold any amount of the contractor as lien for the claim arising out of any other contract. The claimant referred exhibits C-23, C-29, C-31, C-33 to claim that it had submitted escalation statements to the respondent but the same were sanctioned after long time by the respondent and amounts were released in July, 2020.

1.10 My findings, observations, and conclusions:

- (i) The claimant's claim is in two parts, first one is regarding claim of interest for illegally withholding the amount on account of 10CA which was released much later by the respondent. Secondly, the claimant has claimed interest for illegally withholding various amounts totalling Rs. 3,60,000/- in the final bill out of which Rs. 3,50,000/- has already been released later on various dates (R-5). Thus only Rs. 10,000/- is yet to be released.
- (ii) For the first part, I hold that recovery/payment as per clause 10 CA becomes due during each month of the execution period. I find that till sanction of 10CA statements, the respondent withholds the amount from the RA bills, which ideally is not a correct approach as it may lead to excess/less withholding of amount as assessment is approximate which may go wrong. Onus for timely submission and sanction of 10CA statements lies on both the parties. While there appears apparent delay on the part of the respondent in sanctioning the statements, the claimant has also not been able to prove that it has submitted statements in time i.e. after each month. Thus, it can not blame the respondent for delay. Besides, the claimant has not been able to prove the excessive withholding of amount due to 10CC with the help of month wise details of amount withheld vis-a-vis amount actually due as per 10CA statement. The respondent contends that out of total amount of Rs. 1,56,95,932/- withheld on account of 10CA, only Rs. 5,48,510/- was found excessively withheld in the final calculations of 10CA, which has also been released. Even for this amount, I am not inclined to consider interest, in absence of monthly statement as stated above as there may be case in particular month when withheld amount was less than due. Thus, to be fair and just, I cannot penalize the respondent by awarding any interest for period during subsistence of the contract. However, I hold that the respondent should have released the amount along with final bill paid on 24.06.2019 while it was released on 21.07.2020. Hence I award a simple interest @7.5% PA for this period i.e 1 year 27 days. The amount of interest works out to Rs. 44,181/-.

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- (iii) Hence, I award an amount of Rs. 44,181/- against this part of the sub claim No.1(B).

(C) Withheld amount not released yet:

1.11 Claimant's case:

- (i) The claimant claims for release of withheld amounts yet to be released which were beyond scope of the contract. Though some of the payments were released during course of proceedings directly in the bank account of the claimant but without any details of withheld amount with the date of release. The claimant submits that the claimed amount shall be modified accordingly.
- (ii) Details of withheld amounts as per the claimant are as under:

Withheld for not submitting/checking level books:	Rs 50,000/-
Withheld for revised DIS (III, VIII and X),	
Extra item statement No. VII, VIII:	Rs. 2,00,000/-
Withheld for defects:	Rs. 50,000/-
Withheld for quality control:	Rs. 50,000/-
Withheld for Extra Item No. 22:	Rs. 10,000/-

- (iii) Total claim amount has been worked out as Rs. 3,60,000/-.

1.12 Respondent's case:

- (i) The respondent contends that the claimant has not submitted the details of amounts withheld. However, after due checking, it was found that amounts have already been released as per details given at Exhibit R-5 on page 36 of the SoD.
- (ii) Amount have already been released to the claimant except Rs. 10,000/- i.e. Rs. 3,50,000/- has already been released to the claimant. Thus the claimant is either trying to misguide the AT or it has prepared claims in haste without going into actual facts and documents. Thus, the claim should be outrightly be set aside as same is not admissible as the respondent has already released amounts due to the claimant.

1.13 The claimant's case in the rejoinder:

- (i) The claimant denies the allegation of the respondent that the claimant has tried to misguide the arbitrator. The claimant has written various letters to the respondent to clarify the amount released, but the respondent did not do so. This is the first time the respondent supplied the information in the SoD at R5.
- (ii) The claimant thus claims Rs. 10,000/- on account of Extra item No 22. The interest on the same has been claimed separately under Claim No 5.1.

1.14 Oral arguments by the Parties:

- (i) Parties reiterated their stand taken in their pleadings.

1.15 My findings, observations, and conclusions:

- (i) Regarding second part, I find that the respondent has withheld the total amount of Rs. 3,60,000/- in the final bill on several pretext. I find none of the grounds specified by the respondent for withholding amounts are justified as per the agreement except may be on account of defects. This is also not proved in absence of any notice for defect and

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date of removal of defect etc. Hence, I hold that the claimant is entitle for simple interest @ 7.5% for period of withholding amounts as indicated in the table at R-5/Page 36 of the SoD which is calculated as under:

Sl No.	Item	Amount withheld in final bill on 24.06.2019	Date of release	Period of withheld from 24.06.2019	Interest @ 7.5% PA Rs.
1.	Withheld for ADG inspection	1,00,000	26.06.2020	366 days	7,521
2.	Withheld for level book	50,000	11.05.2021	686 days	7,048
3.	Withheld for revised deviation & extra item	2,00,000	21.05.2021	696 days	28,603
4.	Withheld for defects	50,000	28.06.2021	734 days	7,541
5.	Withheld for QC	50,000	07.08.2020	409 days	4,202
				Total	54,915

- (ii) Hence, I award a sum of Rs. 54,915/- for this part of the subclaim and in addition, I award a sum of Rs. 10,000/- not released so far by the respondent against the withheld amount of Rs. 10,000/- in the final bill on account of extra item. Thus, total awarded amount comes to Rs. 64,915/-.

Part (ii): Deviation items beyond deviation limit paid on lesser than agreement rates:

1.16 Claimant's case:

- (i) The respondent while paying the rates of certain agreement items for quantities beyond deviation limit has reduced the same without any notice. The respondent during execution never shown its intention to reduce agreement rates while there was deviation in quantity beyond deviation limit. Under clause 12 of the agreement no agreement rate can be reduced without any notice. Thus reduction in the rate is illegal. In the final bill rates were paid lesser than agreement rates.
- (ii) The claimant claims an amount of Rs. 13,30,360/- as per the details given at Exhibit C-1A on page No. 250 to 251 of the CD2.

1.17 Respondent's case:

- (i) The respondent relies on clause 12 of the agreement and submits that as per the said provision in the agreement i.e. "In case of contract items, substituted items, which exceed deviation limit laid down in schedule F of the agreement, the contractor may within fifteen days of receipt of order or occurrence of the excess,..... claim revision of the rates, supported by proper analysis for the work in excess of above mentioned limits."

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- (ii) The claimant was to submit market rate supported with A/R for the deviated quantities beyond permissible limit within 15 days from occurrence of deviation. No such submission was made by the claimant within prescribed time of 15 days.
- (iii) A detailed summary in tabular form has been submitted by the respondent at R7 of the SoD showing the rates consented by the claimant and the claimant has now backed out even from the consented rates given at the time of submission of deviation statements which is quite astonishing.
- (iv) Moreover, it is item rate tender and at the time of justification for award, so many rates quoted by the agency were more than justified rates. It is not acceptable that on one side the claimant has given the consent of rates at the time of submitting deviation statement and on the other hand now making the claim thereof.
- (v) It is also visible from the details that in some case difference is very meagre. The respondent has paid only agreement rates duly verified by the then field staff and no objection of any kind of dispute was raised by the claimant during the time of running bills when payments of these items was made and the claimant readily accepted those payments and now has raised the dispute for the very first time for those items.
- (vi) Further, the claimant has claimed the amount without any supporting vouchers, documents etc. without which the claim does not stand. The AT is pleaded to direct the claimant to submit proof in support of the rates claimed. Simply claiming extra rates without any proof shows that the claimant is absolutely void, null and deserves no consideration at all by the Ld. Arbitrator. Hence, the claim be summarily rejected.

1.18 The claimant's case in the rejoinder:

- (i) The claimant denies the contentions of the claimant and alleges that the respondent is misleading the AT referring various clauses of the agreement for market rates. The claimant's claim is only for the item paid lesser than net agreement rates. Agreed rates under the contract cannot be reduced under any circumstances without giving any notice. Clause 12 governs the market rate and not the agreement rates. Hence, the claimant stand firmly with its submission in the SoC that the claimant should get back what has been wrongly paid/lesser paid arbitrarily.
- (ii) The claimant's dispute is only for deviated items paid on lesser side than the agreement rate arbitrarily without any notice. The respondent's contention that the notice to the claimant for reduction in rates is not required in writing and derived is denied. As per term of the contract under clause 12 which is as under:

"12.3 A : For Projects and original works:

The provision of the preceding para shall also apply to decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise rates for the work in question within one month of the expiry of the said period of fifteen days having regard to market rates."

- (iii) No notice for reducing the agreement rates was issued by the respondent ever. Hence violated the spirit of the clause 12. Moreover, the said consent obtained from the claimant is dated 28.12.2018 i.e. after 10 months of the completion is of no use and is not admissible at all. It may be obtained under duress. Neither the respondent acted as per the provisions of the clause 12 nor issued any notice for reducing the agreement rates. Hence, the AT is prayed not to accept the consent letter as alleged by the respondent.
- (iv) The claimant's claim is only for the deviated item beyond deviation limit paid lesser than agreement rates and not for other deviated items paid on market rates. The respondent has not adhered the clause 12 of the agreement and never fixed the rates before execution. The claimant never submitted the rate for these disputed items which

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were arbitrarily paid on lesser side than the net agreement rates. The respondent violated the clause 12.

1.19 Oral arguments by the parties:

- (i) Both the parties reiterated their stand taken in the pleadings. The respondent emphasized that reduced rates paid by the respondent were the same as the claimant had submitted and thus the claimant had given its consent for reduced rates. The claimant contends that the consent letter for rates was obtained by the respondent after 10 months of completion of work is of no use, beyond the scope of the contract and legally not admissible. These consents are taken in the department usually not as a sweet will but rather under compulsions. Moreover, there is no term of contract under clause 12 to take any consent from claimant, hence not admissible. The clause should be read as a whole and not in parts as suited.

1.20 My findings, observations, and conclusions:

- (i) The dispute is regarding reduction in the rates of agreement items by the respondent for quantities beyond the limit specified in the schedule F. The claimant contends that as per Clause 12 of the agreement (reproduced above), the respondent was required to issue notice to the claimant contractor, if it was the intention of the claimant to reduce rates of agreement items beyond deviation limit. No such notice was issued by the respondent and rates were reduced in the final bill much after completion of the work. Thus, the opportunity by way of notice was denied to the claimant during execution to submit its rates. The claimant further contends that consent for reduced rates was obtained on 28.12.2018 i.e. after 10 months of completion is of no use and not admissible as it was obtained under duress.
- (ii) The respondent counter argues that the agreement is item rate tender where agencies quote rates lesser or higher than market rates. Thus, in case of items for which rates have been quoted on higher than market rates, agreement rates are to be reduced commensurate with market rates for quantities beyond deviation limit and there is nothing wrong in it. The respondent further contends that the claimant has agreed itself through letter dated 28.12.2018 (R7) for the rates allowed by the respondent and now raising claim by backing out from its consent is not justified. Further, the claimant has not submitted any proof in form of vouchers etc. for rates claimed, in absence of which claim cannot be allowed.
- (iii) After considering argument and counter arguments of the parties, I hold that the if it was the intention of the respondent to reduce agreement rates beyond deviation limit, a notice was mandatory to be given by the respondent as per clause 12 of the agreement, which was not issued. In the absence of the notice, the claimant will assume that agreement rates will be paid beyond deviation limit and being satisfied with agreement rates, it did not ask for revision and continued to execute the items beyond deviation limits. Thus, the claim for restoration of agreement rates which were arbitrarily reduced much after completion of the work without any notice in violation of the agreement provision is justified. Regarding allegation of the respondent that the claimant has given consent for rates through a letter dated 28.12.2018 (R7), I agree with the contention of the claimant and hold that such consent for lesser than agreement rates much after completion of the work, is given under duress so that claimant's final payments are released by the respondent. Thus, the alleged consent cannot be considered defence against the claim. I further hold that there is no need to submit proof for rates claimed as contended by the respondent, as claimant's case is to object reduction in the agreement rates due to non-issue of notice by the respondent at an appropriate time as per clause 12 of the agreement and thus restoration of the agreement rates.

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- (iv) The respondent has not commented upon the quantification of the claim as submitted at page 250-251 of the CD2.
- (v) Hence, I award a sum of Rs. 13,30,360/- against this sub claim of Claim No. 1.
- (vi) Total amount of the award for the claim No 1 comes to Rs. 13,40,841/- + Rs 44,181/- + Rs. 64,915/- + 13,30,360/- = Rs. 27,80,297/-.

2. **Claim No. 2: Compensation on account of price escalation on material under 10CA Cement , steel and structural steel from stipulated date of completion to Actual date of completion: Rs. 2,51,496/- (modified to Rs. 5,38,069/- as per SoC).**

Sub Claim 2.1: Escalation under 10CA:

2.1 Claimant's case:

- (i) Under this sub claim, the Claimant claims the escalation under Clause 10CA (Steel) of the agreement from stipulated date of completion to actual date of completion i.e. the indices prevailing during the month should be applied for calculation instead of frozen indices at the time of updated date of completion as EOT has been granted without levy of compensation and the contractor is entitled for the same as damages during prolongation period in terms of Section 55 and 73 of the Indian Contract act-1872. The claimant has relied upon the judgement of the Hon'ble Supreme court of India in the matter of P. C. Sharma & Co. Vs DDA delivered on 02.12.2011. The claimant further states that as per the judgement where EOT has been sanctioned its clause also get extended. Thus, payment due under various clauses become payable. Infact, it is only compensation for extra expenditure incurred for extended period for the reasons attributable to the respondent causing losses to the claimant.
- (ii) The claimant further submits that total steel received in MAS was 1455.925 MT and the steel actually consumed in the work as per item nos 3.4.1 and 3.5.1 in the final bill was 1363.899 MT. The claimant raised dispute vide its letter dated 11.06.2019 (C31 on page nos 81 and 82 of the CD2) alleging that in escalation statement the qty of steel actually consumed and measured as per 15th and final bill should be considered instead of the quantity reflected in the Material at site register (MAS).
- (iii) Similarly, the respondent has frozen the cost indices for 10CA (Cement) while sanctioning escalation statement under Clause 10CA of the agreement while the claimant has submitted the claim without freezing the same.
- (iv) The calculation of the claim amount has been given at Exhibit C2.1 on pages 252 to 259 of the CD2. The amount claimed has been revised from 2,51,474/- to Rs. 5,38,069/-.

2.2 Respondent's case:

- (i) There is no dispute of cost indices adopted for calculation of the escalation statement under Clause 10CA TMT steel which was earlier sanctioned for an amount of (-) Rs. 1,55,74,901/- and later on modified to (-) Rs. 1,50,79,667/- after considering latest supplies and surplus steel returned to the claimant as per the MAS.
- (ii) The only difference between the claimant and respondent's submission is the quantity to be considered as bonafide use of the item of reinforcement in the work. The claimant considers the bonafide quantity as 1363.899 MT as measured and paid as per the final bill for item Nos. 3.4.1 and 3.5.1. While the respondent considers the bonafide quantity as 1363.899 MT+ variation = 1397.633 MT. As per the MAS this is total quantity of reinforcement steel received minus surplus quantity returned to the contractor. As per CPWD procedure bonafide quantity will be inclusive of the variation. It is pertinent to mention here is that as per CPWD's analysis of rates 5% wastage is considered in

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were arbitrarily paid on lesser side than the net agreement rates. The respondent violated the clause 12.

1.19 Oral arguments by the parties:

- (i) Both the parties reiterated their stand taken in the pleadings. The respondent emphasized that reduced rates paid by the respondent were the same as the claimant had submitted and thus the claimant had given its consent for reduced rates. The claimant contends that the consent letter for rates was obtained by the respondent after 10 months of completion of work is of no use, beyond the scope of the contract and legally not admissible. These consents are taken in the department usually not as a sweet will but rather under compulsions. Moreover, there is no term of contract under clause 12 to take any consent from claimant, hence not admissible. The clause should be read as a whole and not in parts as suited.

1.20 My findings, observations, and conclusions:

- (i) The dispute is regarding reduction in the rates of agreement items by the respondent for quantities beyond the limit specified in the schedule F. The claimant contends that as per Clause 12 of the agreement (reproduced above), the respondent was required to issue notice to the claimant contractor, if it was the intention of the claimant to reduce rates of agreement items beyond deviation limit. No such notice was issued by the respondent and rates were reduced in the final bill much after completion of the work. Thus, the opportunity by way of notice was denied to the claimant during execution to submit its rates. The claimant further contends that consent for reduced rates was obtained on 28.12.2018 i.e. after 10 months of completion is of no use and not admissible as it was obtained under duress.
- (ii) The respondent counter argues that the agreement is item rate tender where agencies quote rates lesser or higher than market rates. Thus, in case of items for which rates have been quoted on higher than market rates, agreement rates are to be reduced commensurate with market rates for quantities beyond deviation limit and there is nothing wrong in it. The respondent further contends that the claimant has agreed itself through letter dated 28.12.2018 (R7) for the rates allowed by the respondent and now raising claim by backing out from its consent is not justified. Further, the claimant has not submitted any proof in form of vouchers etc. for rates claimed, in absence of which claim cannot be allowed.
- (iii) After considering argument and counter arguments of the parties, I hold that the if it was the intention of the respondent to reduce agreement rates beyond deviation limit, a notice was mandatory to be given by the respondent as per clause 12 of the agreement, which was not issued. In the absence of the notice, the claimant will assume that agreement rates will be paid beyond deviation limit and being satisfied with agreement rates, it did not ask for revision and continued to execute the items beyond deviation limits. Thus, the claim for restoration of agreement rates which were arbitrarily reduced much after completion of the work without any notice in violation of the agreement provision is justified. Regarding allegation of the respondent that the claimant has given consent for rates through a letter dated 28.12.2018 (R7), I agree with the contention of the claimant and hold that such consent for lesser than agreement rates much after completion of the work, is given under duress so that claimant's final payments are released by the respondent. Thus, the alleged consent cannot be considered defence against the claim. I further hold that there is no need to submit proof for rates claimed as contended by the respondent, as claimant's case is to object reduction in the agreement rates due to non-issue of notice by the respondent at an appropriate time as per clause 12 of the agreement and thus restoration of the agreement rates.

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- (iv) The respondent has not commented upon the quantification of the claim as submitted at page 250-251 of the CD2.
- (v) Hence, I award a sum of Rs. 13,30,360/- against this sub claim of Claim No. 1.
- (vi) Total amount of the award for the claim No 1 comes to Rs. 13,40,841/- + Rs 44,181/- + Rs. 64,915/- + 13,30,360/- = Rs. 27,80,297/-.

2. Claim No. 2: Compensation on account of price escalation on material under 10CA Cement, steel and structural steel from stipulated date of completion to Actual date of completion: Rs. 2,51,496/- (modified to Rs. 5,38,069/- as per SoC).

Sub Claim 2.1: Escalation under 10CA:

2.1 Claimant's case:

- (i) Under this sub claim, the Claimant claims the escalation under Clause 10CA (Steel) of the agreement from stipulated date of completion to actual date of completion i.e. the indices prevailing during the month should be applied for calculation instead of frozen indices at the time of updated date of completion as EOT has been granted without levy of compensation and the contractor is entitled for the same as damages during prolongation period in terms of Section 55 and 73 of the Indian Contract act-1872. The claimant has relied upon the judgement of the Hon'ble Supreme court of India in the matter of P. C. Sharma & Co. Vs DDA delivered on 02.12.2011. The claimant further states that as per the judgement where EOT has been sanctioned its clause also get extended. Thus, payment due under various clauses become payable. Infact, it is only compensation for extra expenditure incurred for extended period for the reasons attributable to the respondent causing losses to the claimant.
- (ii) The claimant further submits that total steel received in MAS was 1455.925 MT and the steel actually consumed in the work as per item nos 3.4.1 and 3.5.1 in the final bill was 1363.899 MT. The claimant raised dispute vide its letter dated 11.06.2019 (C31 on page nos 81 and 82 of the CD2) alleging that in escalation statement the qty of steel actually consumed and measured as per 15th and final bill should be considered instead of the quantity reflected in the Material at site register (MAS).
- (iii) Similarly, the respondent has frozen the cost indices for 10CA (Cement) while sanctioning escalation statement under Clause 10CA of the agreement while the claimant has submitted the claim without freezing the same.
- (iv) The calculation of the claim amount has been given at Exhibit C2.1 on pages 252 to 259 of the CD2. The amount claimed has been revised from 2,51,474/- to Rs. 5,38,069/-.

2.2 Respondent's case:

- (i) There is no dispute of cost indices adopted for calculation of the escalation statement under Clause 10CA TMT steel which was earlier sanctioned for an amount of (-) Rs. 1,55,74,901/- and later on modified to (-) Rs. 1,50,79,667/- after considering latest supplies and surplus steel returned to the claimant as per the MAS.
- (ii) The only difference between the claimant and respondent's submission is the quantity to be considered as bonafide use of the item of reinforcement in the work. The claimant considers the bonafide quantity as 1363.899 MT as measured and paid as per the final bill for item Nos. 3.4.1 and 3.5.1. While the respondent considers the bonafide quantity as 1363.899 MT+ variation = 1397.633 MT. As per the MAS this is total quantity of reinforcement steel received minus surplus quantity returned to the contractor. As per CPWD procedure bonafide quantity will be inclusive of the variation. It is pertinent to mention here is that as per CPWD's analysis of rates 5% wastage is considered in

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case of reinforcement steel which means that it is assumed that this much steel will be wasted while executing the work.

- (iii) The claimant has simply taken the quantity measured and paid which is absolutely incorrect and there is no scope for modification in the escalation statement sanctioned by the respondent and paid to the claimant.
- (iv) However, the respondent has updated the escalation statement considering prolongation period and the modified amount now comes to (-) Rs. 1,50,68,098/- (Exhibit R-8 of the SoD) against earlier sanctioned amount of (-) Rs. 1,50,79,667/-. There is difference of only (+) Rs. 11,569/- which becomes payable to the claimant.
- (v) It can be seen that the respondent has revised the indices of February and March 2017 and taken current indices of the respective months as the updated completion works out to be July 2017 which is same as submitted by the claimant at page no. 252 of the CD2. However, the respondent has deducted the steel of 92.026 MT as per the actual measurement whereas the claimant has taken back steel of 58.292 MT as per the MAS register. The calculations submitted by the claimant are absolutely incorrect and devoid of merits.
- (vi) Regarding escalation under Clause 10CA (Cement) the respondent submits that there is difference between the base indices considered by the claimant and the respondent. As per the respondent, the base index will be 93.57 as per Schedule F of the NIT in absence of cost index of PPC Cement, while the claimant claims to be 94.72.
- (vii) Admittedly, the respondent is revising all the statements from May 2015 to October 2017 which are enclosed at Exhibit R9. There is no difference between issue of cement from time to time in submission of the claimant and respondent.
- (viii) As per the revised 10CA statements of the cement by the respondent, the amount comes to (-) Rs. 4,13,255/- against earlier sanctioned amount of (-) Rs. 1,25,096/- which means that Rs. 2,88,159/- to be recovered from the claimant. Thus, the claim of the claimant is absolutely incorrect as the claimant has revised the escalation for the months of February and March 2017 only by defreezing the indices.
- (ix) It is worth mentioning that the claimant is simply doing pick and choose by claiming revision of the certain months only, rather than revising the whole statement by considering indices for PPC cement.
- (x) Regarding escalation for Structural steel, the respondent submits that there is difference between cost index adopted for only one month i.e. January 2017. The claimant has adopted 95.14 while the respondent has taken it as 93.32.
- (xi) The respondent submitted revised statement at R10 according to which the amount is calculated as (-) Rs. 71,524/- against the amount of Rs. (-) Rs. 63,690/- sanctioned earlier by the respondent. Thus, an differential amount of Rs. 7834/- is to be recovered from the claimant. The claimant has revised the statement for only one month i.e. January 2017 which is again quite arbitrary. The claimant should have submitted complete statements before the tribunal for consideration.
- (xii) The respondent has also submitted a General abstract of escalation under clause 10CA of the agreement for all the three materials i.e. Steel, cement and structural steel and has attached the same at R-11. As the said abstract, an amount of Rs. 2,84,424/- is to be recovered from the claimant against the claim of Rs. 5,38,069/- being demanded by the claimant against this claim.

2.3 Claimant's case in the rejoinder:

- (i) The claimant denies the respondent's contention that the claim is time barred and for this the claimant relies upon its submission at page no. 300 to 303 of the rejoinder.
- (ii) The claimant reiterates that its claim is admissible as per Section 55 and 73 of the Indian Contract Act-1872 as compensation for prolongation of the contract. The demand of the claimant is to de-freeze the indices for the months of February and March 2017 for steel.

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- (iii) Regarding the quantity to be considered for the calculation of the escalation, the claimant contends that total quantity of 1363.899 MT as measured and paid in the final bill should be considered as bonafide quantity as per Clause 10CA of the agreement instead of the 1397.633 MT considered by the respondent. Thus the claimant claims escalation for the quantity paid by the respondent and by de freezing the indices for the relevant months of February and March 2017.
- (iv) The claimant relies upon the relevant provision of Clause 10CA reproduced below:

"Q= Quantity of the material brought at site for bonafide use of the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra/substituted items paid/to be paid at rates derived on the basis of market rate under clause 12.2."

- (v) Thus, the quantity as measured and paid as per final bill should be considered as bonafide for escalation which is 1363.899 MT. The claimant refers its letter dated 11.06.2019 (C-31 of CD2) in this regard. Hence, the claim is justified.

2.4 Oral arguments by the parties:

- (i) Both parties reiterated its stand regarding claims of escalation under 10CA and 10CC. Regarding 10CC, the claimant has emphasized that the quarter starting from March 2015 has been correctly adopted.

2.5 My findings, observations, and conclusions:

10CA TMT Steel:

- (i) Regarding escalation under clause 10CA Steel, the claimant has raised dispute on two accounts. Firstly, the claimant claims that the quantity of the steel as measured in the final bill should be considered for calculation of the escalation instead of the quantity as per MAS Account considered by the respondent. The total qty as per measurement of Item Nos. 3.4.1 and 3.5.1 in the final bill is indicated as 1363.899 MT while as per MAS the qty is 1397.633 MT. The argument of the respondent is that difference in the quantities is due to the element of wastage of steel. I agree with the contention of the respondent on the ground that element of wastage of 5% is part of analysis of the rate as per the CPWD's published analysis of the rate of the items. Thus this element of wastage being the part of the rate quoted, will also be subjected to the escalation under 10CA. Accordingly, the qty of 1397.633 MT has been correctly adopted by the respondent.
- (ii) Second issue raised by the claimant is regarding adoption of current indices during prolongation period for calculation of the escalation. The claimant alleges that the work was prolonged due to breaches on the part of the respondent and EOT has been granted by the respondent without levy of the compensation proves the same. Thus, current indices instead of frozen indices on the updated date of completion should be applied instead of index prevailing on the stipulated date of completion. I agree with the contention of the claimant and the respondent has also revised escalation statements (R-8) considering current indices of Feb 2017 and Mar 2017 falling outside updated date of completion. The revised amount works out to Rs. (-) 1,50,68,098/- against Rs. (-) 1,50,79,667/- sanctioned earlier. Thus, Rs. 11,569/- become payable to the claimant on this account. **My decision is given at Para (v) below.**

10CA PPC Cement:

- (iii) The claimant claims here that during prolongation period, current indices should be used for calculation of the escalation for PPC Cement under Clause 10CA of the agreement, instead of index frozen on the updated date of completion (After

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considering the prolongation due to extra work) as defined in the said clause as work was prolonged due to breach on the part of the respondent and the claimant is entitled for the damage under Section 55/73 of the Indian Contract Act citing judgement in the matter of the P C Sharma Vs DDA pronounced by Hon'ble High Court Delhi. The claimant has submitted the calculation at Page 253 for Rs. 1,15,005/-. I agree with the contention of the claimant and hold that the claimant is entitled for adoption of current indices for calculation of the escalation. It is admitted that PPC cement was used in the work. However, the respondent had earlier worked out escalation using indices of the OPC cement as indices for PPC cement were issued by DG CPWD much later. The respondent has now modified the calculations using indices issued for PPC cement by the DG CPWD at R-9 of the SoD. As per revised calculations the amount of escalation works out to Rs. (-) 4,13,255/- against Rs. (-) 1,25,096/- sanctioned earlier. Thus, an amount of Rs. 2,88,159/- now becomes payable by the claimant as per the respondent. I find that the claimant instead of revising for complete period of the contract, has revised the escalation during extended period i.e. for months of Feb, Mar, Apr, June, Sep and Oct 2017 only. Only difference is in the amount of escalation for Oct 2017 as the respondent has restricted the index to 107.36 on the updated date of completion, while the claimant has considered current index of Rs. 111.59. I agree to the claimant on this account, but I feel that complete revision of the statements to arrive at correct amount is also necessary as done by the respondent. Thus I decide that amount calculated by the respondent is correct except for the month of October 2017 the index of 111.59 should have been considered instead of 107.36. The amount comes to Rs. 16042/- against Rs. 11116/- worked out by the respondent for the last month of Oct 2017. Thus the difference is Rs. 4,926/-. The corrected amount At R-9 will be (-) Rs. 4,13,255 + 4926/- = Rs. (-) 4,08,329/-. The respondent has already sanctioned Rs (-) 1,25,096/- leaving the difference of Rs. (-) 2,83,233/-. My decision is given at Para (v) below.

10CA Structural Steel :

- (iv) Similarly, the respondent has revised the calculation of escalation for the entire period of the contract at R-10 for an amount of Rs. (-) 71,524/-, while the claimant has revised the calculation for the month of Jan 2017 only at Page 253 of the SoC for Rs. 9864/-. I find that the respondent has restricted the index of Nov. 2017 to 79.94 prevailing at the updated date of completion while the current index during this month was 90.36. Modified calculation for the month will work out to:

$45230 \times 3.471 (90.36-92.45)/92.45 = \text{Rs } (-) 3549.00$ against Rs. (-) 21,286/- calculated by the respondent with difference of Rs. 17,737/-. Thus amount of Rs. (-) 71,524/- worked out by the respondent will be corrected to Rs. (-) 53,787/-. The respondent has already paid Rs. (-) 63,690/- leaving the difference of Rs. 9,903/- now becomes payable to the claimant. My decision is given at Para (v) below.

- (v) The claim no 2.1 of the claimant is jointly for escalation under 10 CA for steel, cement and structural steel. Hence, I have to see the net effect for all the three materials. As per Para (ii), (iii) and (iv) above net amount in favour of the claimant works out to Rs. 11,569/- minus Rs. 2,83,233 plus Rs. 9,903/- = (-) Rs. 2,61,761/-. Thus, on the contrary to the claim of the claimant for Rs. 5,38,069/-, the amount is worked out in minus of Rs. 2,61,761/- as per revised calculations indicated above. I will sum up my award at para 2.10 (viii) hereinafter.

Sub Claim 2.2: Compensation on account of price escalation under 10CC on material other than cement, steel from stipulated date of completion to actual date of completion.

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2.6 Claimant's case:

- (i) This sub part of the claim is for increase in min wages of the labour and for increase in the rates of materials on the basis of indices issued by Government of India.
- (ii) The claimant reiterates that due to miserable failures on the part of the respondents recorded in the Hindrance Register, completion of the work was delayed from stipulated period of 630 days to 1053 days which caused losses to the claimant due to increase in labour charges, higher rates of cement, steel and other materials. Therefore stipulated period became 1053 days making claimant eligible for escalation as per clause 10CC of the contract.
- (iii) The claimant has submitted the details of indices and escalation statement for calculations for the claim amount at Exhibit C-2.2 on pages 260 to 284 of the CD2. The claim amount has been worked out as Rs. 27,89,226/-.
- (iv) The claimant further relies on following judgements in support of its claim:

1. P. M. Paul Vs UOI: Air 1989 SCI 1034 in which payment on the basis of percent rise has been upheld.

2. K. S. Sathyapalan (dead) By LRS Vs. State of Kerala, (2007) 13 Supreme Court case No. 43.

2.7 The respondent's case:

- (i) The respondent denies the claim stating that escalation under Clause 10CC has been sanctioned by adopting prevailing indices of the material and labour of the quarter involved and same were accepted by the claimant. The details given by the claimant at Exhibit C-22/Page 260 of the CD-2, are not based on facts and denied.
- (ii) Moreover, the judgements relied upon by the claimant have no relevance to the case. In fact for the delay occurred in the work due to various hindrances, EOT has been granted and Mile Stones have been rescheduled and as such revision in indices proposed by the claimant at C-22 is denied in Toto.
- (iii) However, it can be seen that the claimant has simply revised 4 Nos quarters without giving any reference to the already sanctioned quarter statements. It is worth mentioning that these quarters do not match with the quarters taken in earlier sanctioned statements and therefore can not be commented upon. The AT is requested to direct the claimant to submit complete 10CC statements of all the quarters from start to end of the work only then the same can be looked into as submitting such statements of intermediate quarters has no relevance as all the quarters are linked for calculations of the work done as previous work is got to deducted. The respondent can only submit its reply on the complete statements of the claimant and not on piece meal statements.

2.8 Claimant's case in the rejoinder:

- (i) The claimant on the submission of the respondent contends that claimant's claim is only for revision of the 10CC statement pertaining to the extended period i.e. from stipulated date of completion to actual date of completion and this is purely a compensation for escalation in the market rates for extended period. The respondent has paid escalation by freezing the cost indices on stipulated date of completion and the claimant demands without defreezing the indices. The claim is also payable under section 55 and 73 of the Indian Contract Act-1872.
- (ii) The claimant relies on judgement delivered on 06.02.1985 by Hon'ble High Court in the matter of Hyderabad Municipal Corporation Vs. M. Krishnaswami Mudaliar (AIR 1985 SC 607:1985 (1)ArbLR268(SC), deciding that the government is liable to make extra payment for the work done during extended period as rates of material and labour etc. had increased during this period. The prolongation of the period was due to various

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hindrances/decision all attributable to the department and the materials other than cement and steel escalated in the market.

2.9 Oral arguments by parties:

- (i) Parties have reiterated their stand as per pleadings. There were exchanges of communications between parties on calculations of escalation under 10CC, which are discussed in the award in succeeding para.

2.10 My findings, observations, and conclusions:

- (i) The claimant under this sub claim, claims that for calculation of escalation under Clause 10CC of the contract, current indices instead of frozen indices at the updated date of completion should be considered during prolongation period as the contract has been prolonged due to breach on the part of respondent and as such the claimant is entitled for payment of damages under Section 55/73 of Indian Contract Act-1872. The claimant claims an amount of Rs. 27,89,226/- as per calculations at Exhibit 2.2/Page 260 to 284 of the SoC/CD2. The claimant to support its claim, relies upon Hon'ble Supreme Court judgements in the matter P M Paul Vs UOI, AIR 1989 Supreme Court 1034, K S Sathyapalan (dead) By LRS Vs State of Kerala, (2007)13 Supreme Court case No. 43.
- (ii) The respondent while denying the admissibility of the claim, alleges that the claimant has simply revised last few quarters without overall revision of escalation statements. Further, quarters have been wrongly considered thus there is no proper linkage with previous quarters. Incomplete statements are totally irrelevant.
- (iii) The claimant submitted modified calculations of 10CC on 07.06.2022, on which the respondent submitted its comments on 21.06.2022. The claimant submitted rejoinder comments on 29.06.2022 followed by the reply from the respondent on 05.07.2022.
- (iv) As I have decided while adjudicating the claim No 2.1 regarding escalation under 10CA, I hold that the claimant is entitled for damage claim under section 55/73 of the Indian Contract Act-1872 and accordingly entitled for consideration of current indices for calculation of 10CC escalation instead of frozen index at updated date of completion. Now, I have to check the correctness of the calculations submitted by the claimant and countered by the respondent through exchange of series of letters. I find the dispute confined to calculations submitted by the claimant vide letter dated 29.06.2022 and comments dated 05.07.2022 of the respondent. The claimant claims an amount of Rs. 27,89,226/-. The respondent submits that the correct amount is Rs. 5,13,138/- and alleges that amount of overall escalation for Rs. 2,89,20,734/- has been corrected to Rs. 2,69,98,126/- by adopting correct indices, quarters as per agreement. The claimant though revised escalation for all the quarters but there are some ambiguities in adopting indices and rates of labour wages.
- (v) I find that calculations submitted by the respondent are correct for all the quarters except the last quarter i.e. Dec 17 to Feb 18 where the respondent has used frozen index prevailing on updated date of completion i.e. July 2017, while the claimant has considered average of prevailing index during the quarter. The amount calculated by the claimant i.e. 27,01,853/- is correct and in line with decision in the preceding para to apply prevailing index. Corresponding amount calculated by the respondent is Rs. 25,45,613/-. The difference between the two is Rs. 1,56,240/-. Thus, the total admissible amount will be Rs. 2,69,98,126/- + Rs. 1,56,240/- = Rs. 2,71,54,366/-. After deducting the amount already paid, i.e. 2,64,84,988/-, the balance amount now payable works out to Rs. 6,69,378/-.
- (vi) Accordingly I award a sum of Rs. 6,69,138/- against the sub claim 2.2.
- (vii) Since, the claimant has claimed claim no 2 jointly for escalations under clauses 10CA and 10CC, I will sum up award amounts of sub claims 2.1 and 2.2 of the claimant which will work out as Rs. (-)Rs. 2,61,761/- + Rs. 6,69,138/- = Rs. 4,07,377/-.

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(viii) Hence, I award a sum of Rs. 4,07,377/- for claim No. 2(Sub claim 2.1+2.2).

3.0 Claim No. 3: Additional Cost payable on account of overheads Cost and other charges due to extended stay period of the contract.

Sub Claim 3.1: Claim on account of overheads and other onsite and offsite Expenses @ 7.5% on prolongation of the contract.

3.1 Claimant's case:

- (i) The claimant submits that work was hindered by delay in supply of structural drawings/decisions and was completed on 03.02.2018. The claim has firm right to get compensation for prolongation of the contract. EOT was granted without levy of compensation by the respondent. The respondent further adds that party into breach can not seek exemption of liability.
- (ii) The claimant has not violated any condition of the contract rather the respondent has committed breach of contract for which the respondent is liable to bear consequences of the breaches/lapses on their part for which the claimant is entitled.
- (iii) The claimant relies on the entries made In the Hindrance Register (C-50/page 224 to 228 of the CD2) which indicate that all delays are solely attributable to the respondent and the claimant is real sufferer. Entire delay was factually justified but no compensation/losses/damages were given by the respondent due to which the dispute arose and brought before this AT for adjudication.
- (iv) Law is well settled that if there is a breach of the contract, the aggrieved party is to be placed in same position.
- (v) Hudson's formula can be adopted with overhead percentage taken from the contract which is well settled and widely accepted method to assess the kind of loss in question and it has received judicial support in many cases too.
- (vi) The respondent failed to do due diligence before entering into the contract and started these activities only after entering into agreement. The contract is not a casual business. It was not difficult least to say impossible for the respondent to do due diligence to avoid hindrances during execution.
- (vii) It is evident that structural drawings were not available from 19.03.2015 and continued up to 17.10.2016 and architectural drawings from 30.11.2016 to 31.08.2017 while stipulated date completion was 07.12.2016. Further, there was shortage of funds which also continued side by side up to end. Thus there was complete failure on the part of the respondent to carry the responsibilities sincerely rather it was done in a very casual manner. It is very strange that no effort was made by the respondent to get structural drawings in the intervening period rather they waited first to get the site and only started the process of getting drawings, decisions and architectural drawings. Thus, it is very clear that the claimant could have completed the work in time if respondent had acted in very professional manner.
- (viii) The claimant had no choice but to pull through the prolonged period and liability of the claimant increased tremendously in shape of idling T& P, salaries of technical staff, bank charges, water and electricity charges as per details submitted by the claimant.
- (ix) There was complete uncertainty in conveying decisions as evident from correspondences resting in Exhibits C-3 to C-8/Pages 36 to 41, C-10 on page 43-44, C-12/Page 46-47, C-15,16/pages 53 to 56, C-18/Page 58 to 60, C-20 to C-25/page 62 to 69, C-27/28/page 74 to 77.
- (x) The compensation of such losses can be in shape of money and same is not remote in nature and fall under Section 55 and 73 of the Indian Contract Act. Hudson's formula can be adopted with overhead percentage taken from the contract which is well settled and widely accepted method to assess the kind of loss in question and it has received judicial support in many case too.

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- (xi) The claimant relies on the Judgement of the Hon'ble Supreme Court in Saw pipe case: ONGC Vs Saw pipes-2003 IV AD(SC)254 wherein hon'ble court has observed that damages need not be proved as per law.
- (xii) As per Schedule F of the contract combined percentage of contractor's profit and overheads is 15%. As per CPWD guidelines, out this 7.5% is contractor's profit and 7.5% is for overheads.
- (xiii) The claimant has submitted calculation of the claims at Exhibit C-3.1 on page 285 and supporting claim attached as Exhibit- C-3.1A on page 286-287 of CD-2. The Claim amount has been worked out as Rs. 1,45,71,594/-.

3.2 Respondent's case:

- (i) The respondent denies the claim alleging that the claim is beyond the scope of the agreement and time barred. There is no clause in the agreement which permit such overheads and other onsite, offsite expenses. The claimant agency has never made correspondence that it is suffering such losses on account of overheads and other expenses which clearly shows that the claim is absolutely fabricated.
- (ii) The claimant has not submitted reliable evidentiary proof of overhead charges for Rs. 1,45,71,594/- rather calculations has been submitted as per Hudson's formula.
- (iii) During prolongation all kind of payments in form of escalations, market rates for extra/substituted items beyond limit has been made to the claimant under relevant clauses.
- (iv) The claimant firstly has raised the claim as per Hudson's formula for Rs 1,45,71,594/- (Exhibit C-3.1 on page 285), thereafter the claimant has relied upon supporting claim attached at C-3.1A on page 286-287 for an amount of Rs. 86,34,865/- which shows that claimant raises a claim of Rs. 1,45,71,594/- but his own calculations are for only Rs. 86,34,865/-. Thus, the claim is bogus as two amounts has been shown by the claimant without any proof and the claimant itself is not clear and is making false claim by mis guiding the AT.
- (v) The respondent further relies upon the judgement in the matter of "MC Dermott International v/s Burn Standard and Ors". In para 111(a) of the judgement Hon'ble apex court has commented that "although Hudson's formulae has received judicial support in many case, it has been criticized principally because it adopts the head office overhead percentage from contract as the factor for calculating the cost, and this may bear little or no relation to the actual head office of the contractor." Therefore, this formula does not represent the real expenditure and same has been accepted by Hon'ble Supreme Court as well.
- (vi) The respondent alleges that without prejudice to above, the claimant has claimed for idle shuttering, concrete mixer, plant vibrator, needle vibrator etc. which is absolutely fallacious, baseless, false and thus denied. It is not understood as to how steel shuttering material has been taken by agency as idle establishment as shuttering material is required only when RCC/steel work items are executed and for which the department has already paid rates as per agreements. Similarly, welding machines are procured by the agency only when related items are required to be executed. No agency procure such things in advance. On the contrary, these are procured at the time of execution and respondents has paid for the same as per the agreement.
- (vii) No documentary proof has been attached by the claimant for procurement of such machinery and has simply detailed the equipment and plants and taken some random rates without supporting documents. The AT is requested to direct the claimant to submit proof i.e., bills/vouchers in support of the claim.
- (viii) The claimant never raised the claim or issued notice during the currency of the contract and has raised the claim for the first time after completion of the work and the claimant readily executed the work and earned profit out of the same. Now after more than three years of the completion of the work has raised the claim which clearly proves that the claim is after thought apart from being fictitious, unproven and baseless.

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3.3 The claimant's case in the rejoinder:

- (i) The claimant denies the contentions of the respondent and states that as per entries made in the Hindrance Register there were delays in the execution of the work due to delay in supply of structural drawings, decisions, change of scope resulting into deviations in the contract in form of deviation in quantities, execution of extra/substituted items and non-executions of certain items.
- (ii) EOT has been granted without levy of compensation by the respondent (C-85, on page 224 to 228 of the CD2) and reasons for the delay are unequivocally attributable to the respondent and there is not a single hindrance attributable to the claimant.
- (iii) The respondent's contention that calculation of the OH is on hypothetical basis is incorrect, for detail of the claim reference is invited to C-3.1 on page 285 of the SoC which is based on Hudson's formula and also mentioned on page no 37 of the agreement as 15% for contractor's profit and overhead expenses @ 7.5% each as per CPWD's Manual (C-68, Page 446 of the CD4). Hudson's formula has received wide and judicial support for calculation of losses and actual losses are not required as per the judgement quoted in the SoC.
- (iv) The claimant has again referred certain correspondences made during execution regarding uncertainty of the decisions from the respondent's side.
- (v) The claimant counters the allegation of the respondent that the claim was not raised during execution. It submits that the claim is not inadmissible, if the same has not been raised at the time of breach unless it is barred by limitation. The requirement of notice for claiming damages compensation as per section 55 of the Indian Contract act is there only when the Time is essence of the contract and not otherwise. The Hon'ble Supreme Court in the matter Mc Dermott International Vs M/s Burn Standard Co. Ltd. And Ors has held that as per section 55 of Indian Contract Act as the parties do not intend that the Time is essence of contract on expiry whereof, the contract became voidable at the instance of one of the parties, by reason thereof that parties shall never be deprived of damages. In pars 60 of the judgement, " Hind Construction vs State of Maharashtra Manu/SC/0031/1979, the Hon'ble Apex court held that time can not be essence of the contract if the contract provides for extension of time or for levy of compensation for delay. Hence, requirement of notice is there when the time is essence of the contract and the contract is voidable as per Section 55 of the Indian Contract Act-1872 and not when the time is not essence. As per the law laid down by Hon'ble Supreme Court, in this contract, time was not essence of the contract as both the clauses of the extension of the time and levy of compensation for the delay are there. Neither the time can be said as essence of the contract by the conduct of the parties causing delay in the work. Hence there was no requirement of the notice as per section 55 of the contract as per Indian contract Act. The claimant further submits that the claimant has made full efforts to mitigate the losses for prolongation of the contract and has claimed only 7.5% compensation of loss of damages only as mentioned in the contract and CPWD's Manual. Rather the respondent has not made any effort to mitigate the losses.
- (vii) The claimant denies the allegation of the respondent that the claim is barred by limitation. It relies upon the judgement delivered on 06.06.2011 by Hon'ble Bombay High Court in the matter of Sealand shipping & Export Pvt. Ltd. Vs Kinship Services (India) Pvt. Ltd. 2011(4)ALR (Bombay). The judgement says that Arbitrator is bound to consider the aspect of limitation either at initial stage if the objection is so raised and at least at the final stage of the arbitration proceedings based on documents and materials place on record, whether the pleas was specifically pressed or not, to avoid further complication in the matter.
- (viii) The arbitral tribunal is under obligation to consider issue of limitation for commencement of arbitration as per statute. Reading section 43(1) of the Act leaves

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no doubt that the limitation in Arbitration proceedings shall be as per Limitation Act 1963.

- (ix) The claimant further relies upon the judgement of Hon'ble Apex court delivered on 10.01.2022 regarding extension of the period of limitation due to Covid which rules that "In computing the period of limitation for any suit, appeal, application or proceeding, the period from 15.03.2020 till 28.02.2022 shall stand excluded. Consequently, the balance period of limitation remaining as on 28.02.2022, if any shall become available with effect from 01.03.2022. In the event of actual balance period remaining is greater than 90 days, that the longer period shall apply."
- (x) In this case, limitation from actual date of completion i.e. 03.02.2018 to 02.02.2021 falls within this period, hence stand extended upto 01.03.2022+ 324 days i.e. up to 19.01.2023 is still available.
- (xi) Similarly, for contractual claims the limitation period is from the date of final bill i.e. 24.06.2019 to 23.06.2022, which is still available. Final bill can not be said final bill as still payments are being released after 24.06.2019 i.e. up to 21.07.2020. Still Rs. 10,000/- still withheld. Hence, averments made by the respondent regarding limitation do not stand in the way of any claim whatsoever.
- (xii) It is settled law that the limitation applies to each claim based upon facts of the case. Therefore, limitation period applicable for each claim as per Limitation Act of 1963 are to be considered separately under each claim by the Learned Arbitrator. The case of the claimant to this contract that various payments were withheld by the respondent. The alleged final bill paid by the respondent was not a final bill as various amounts were withheld/recovered/deducted subsequently. Thus bill finalized by the respondent cannot be treated as final bill for the purpose of the clause 25 of the agreement. This point has been discussed in the matter "Ram Nath Mehra & Sons Vs. UOI (1982). Para 7,8, and 9 of the judgement referred (Exhibit C-62 on page 410 to 413).
- (xiii) The law is well settled and the objection raised by the respondent that the arbitration has not been invoked within the period stipulated in Clause 25 of the agreement, carries no weight in view of Section 28 of the Indian Contract act and thus contentions of the respondent deserve to be rightly rejected. To reinforce the argument further the claimant further relies on the following judgements:

CJ1: UOI Vs Simplex Concrete piles India (P) Ltd. 2004 III AD (Delhi) 305: Para 3

CJ2: Hindustan Construction Corporation Vs. DDA, 1999 (1), Arb. LR 272 : Para 8 to 11.

- (xiv) It has been held in judgements that period of limitation prescribed in the Limitation Act cannot be curtailed by clause of the agreement.

3.4 Oral arguments by parties:

- (i) The claimant emphasized the stand taken in the pleadings that there was breach on the part of the respondent due to which the work was delayed beyond contracted period and thus the respondent is fully responsible for the delay in the completion of the work. Considering this aspect the respondent has granted extension of time under Clause 5 of the agreement without invoking Clause 2 for the levy of the compensation. Thus the claimant is entitled for claim of damages under Section 55/73 of the agreement as held by Hon'ble Apex Court in the matter Mc Dermott International Inc. vs. Burn Standard Co. Ltd. & Ors. The claimant also relied on the judgement in the matter M/s Hind Construction Vs. State of Maharashtra (1979)2 SCC 70 to prove that the time was not essence of the contract hence no notice is needed for the claim of damages as per second part of Section 55 of the Indian Contract Act. Regarding undertaking given on EOT proforma the claimant relies upon the judgements in the matter of PC Sharma Vs DDA (2012(1) ALR 1199 Del), M/s Narain Das R. Israni Vs

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UOI and DDA vs. Pt. Munshi Ram - Another judgement cited is ONGC Vs Saw Pipes -2013 IV AD (SC)254 to prove that damages need not to be proved.

- (ii) The respondent assails the claim stating that the claimant has indicated two amounts simply based upon calculation without any proof for expenditure. The Hudson's formula used for the working out amount is no good and the same has been assailed by the Hon'ble Supreme Court as stated in the SoD.

3.5 My findings, observations, and conclusions:

- (i) The claim is regarding claim for damages during period of prolongation of the contract on account of onsite and offsite expenses. The claimant argues that the work was prolonged due to delay in supply of drawings, decision etc. which are totally attributable to the respondent. The claimant alleges that due diligence was not taken by the respondent as drawings were issued beyond stipulated date of completion. No delay is attributable to the claimant which is proved by the fact that respondent has granted EOT without levy of compensation. The claimant spent money on maintaining staff, T&P as per contract which remained idle due to prolongation. Thus the claimant is entitled for compensation for damages during prolongation period in terms of Section 55/73 of the Indian contract Act. The claimant has used Hudson's formula for calculation of overheads @ 7.5% at Exhibit C3.1/Page 285 of CD2 for Rs. 1,45,71,594/-. The claimant also calculated damages in shape of hire charges of the T&P during prolongation period at Page 286 of the CD2 for an amount of Rs. 47,74,225/-. The claimant further argued that damages need not be proved as per the judgement of Hon'ble supreme court of India in the matter of ONGC Vs Saw pipes-2003 IV AD(SC)254.
- (ii) The respondent refutes the claim claiming that it is beyond the scope of the agreement. The claimant has never raised the claim during subsistence of the contract besides, no proof of the expenditure has been submitted by the claimant. The claimant has submitted two amounts for the claim at pages 285/286 of the CD2. Market rates were paid for deviated quantities. The respondent further alleges that the T&P should have been procured when required at site and how come the claimant claim for idle charges of shuttering, vibrator, welding machine etc. The respondent further relies on the judgement in the matter of "MC Dermott International v/s Burn Standard and Ors". In para 111(a) of the judgement Hon'ble apex court has commented that "although Hudson's formulae has received judicial support in many case, it has been criticized principally because it adopts the head office overhead percentage from contract as the factor for calculating the cost, and this may bear little or no relation to the actual head office of the contractor." Therefore, this formula does not represent the real expenditure and same has been accepted by Hon'ble Supreme Court as well.
- (iii) The claimant counters the defence of the respondent stating that Hudson's formula is widely accepted for calculation of overhead expenditure in the engineering contracts. Various judicial pronouncements has supported the same. Besides, as per Schedule F of the agreement (Page 37) the contractor's profit and overhead percent has been defined as 15% out of which 7.5% is for expenditure on overheads as CPWD manual (Exhibit-68, Page 446 of CD-4. Thus, the claimant has correctly calculated the amount of the claim. As far as mitigation is concerned, the claimant submits that the claimant has made full efforts to mitigate the losses for prolongation of the contract and has claimed only 7.5% compensation of loss of damages only as mentioned in the contract and CPWD's Manual. Rather the respondent has not made any effort to mitigate the losses. Regarding non issue of raising the claim during currency or within the time period specified in clause 9/25 of the agreement, the claimant argues that the claim has been raised within period of limitation of 3 Years from the actual date of completion.
- (iv) Now, with this background and materials on record, I will take decision on the claim. I have already held while adjudicating the claim No. 2 that work was prolonged due to

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M/s Jai Prakash & Sons, V/s UOI

Rakesh Kumar Agrawal

breach on the part of the respondent by delay in supply of drawings, site etc. as evident from the entries made in the Hindrance register by the respondent (C-50 Page 224 to 228 of CD2) and the fact that the EOT has been granted by the respondent without levy of compensation. No delay on the part of the contractor has been attributed as the documents on record. There is no force majeure event registered in the hindrance register causing delay. Thus the delay is solely attributable to the respondent beside extra time taken due to deviation in the scope of the work. Thus, the claimant is entitled for claim of damages under Section 55/73 of the Indian Contract Act-1872. Regarding issue of notice for the claim by the claimant as alleged by the respondent, I agree with the contention of the claimant and no notice is required to be given as per the second limb of the section 55 of the Indian Contract act-1872 if the time is not essence of the contract. In this case I will rely upon the judgement of hon'ble Supreme Court of India cited by the claimant in the matter * Hind Construction vs State of Maharashtra Manu/SC/0031/1979, which holds that in a contract having clauses for the extension of time and levy of compensation for delay, the time can not called as essence of the contract. Besides, I find that no proof has been submitted by the party to show whether revised program of the construction was framed by mutual agreement by mutual consent of the parties, whenever the time period expired. On the contrary, no due diligence was observed by the respondent in supply of good for construction drawings which were badly delayed and supplied even after the stipulated date of completion. Thus, the respondent failed to demonstrate by its actions that it was its intention to keep time as essence of contract. Time was set at large and in this event no notice was required to be given for the claim of damages.

- (v) I have already examined earlier at Para A/ page 6 of the award that the claim is not time barred due to conditions specified in the clauses 9 and 25 of the agreement and within period of limitation of 3 years as per the Limitation Act duly extended by the Hon'ble Apex Court due to Covid.
- (vi) Regarding, the contention of the respondent that the claimant has not submitted any proof of expenditure on overheads in support of its claim and has simply submitted the claim by working out amount based on Hudson's formula which as per Hon'ble Apex court in the matter of "MC Dermott International v/s Burn Standard and Ors", cannot be relied. In para 111(a) of the judgement Hon'ble apex court has commented that "although Hudson's formulae has received judicial support in many case, it has been criticized principally because it adopts the head office overhead percentage from contract as the factor for calculating the cost, and this may bear little or no relation to the actual head office of the contractor." I hold that that the contractor had to maintain overheads during prolongation of the contract by virtue of mandatory clauses of the agreement to keep certain, staff and machinery all the time. The calculation of the claim is based upon the percentage of 15% defined in the Schedule F for overheads and contractor's profit and out of which 7.5% is meant for over heads as per CPWD manual. Therefore, the amount calculated on this basis and claimed by the claimant can not be disregarded for the sake of evidence. Further, there is no document on record to show that the claimant failed to maintain overheads as per agreement and was penalized for the same during prolongation period. No construction work can subsist without expenditure on overheads. Thus, I hold that the claimant's claim cannot be denied and award can be made on the guess work of the arbitrator as held by Hon'ble Apex Court in the matter of Mohd. Salamatullah and ors vs. Government of Andhra Pradesh Civil Appeal 2262 of 1968 and DSIIDC Vs. Rama Construction Co by Delhi High Court in OMP No. 774/2013. Though, I agree with the contention of the respondent that the claimant should have applied mitigation measures to curtail the expenditure. I further hold that proportionate extra time allowed for extra work should be excluded from the prolongation period for calculation of the damages as the claimant has recovered overheads on the amount of extra work done and paid as these factors are included in this amount. I will also add the additional value of the

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work as per awards for the claim no. 1 (Part ii) and Claim No2 as the same reflect cost of work done.

(vii) Keeping all this factor into account, I will calculate the amount of the claim as under:

Tendered amount:	Rs.28,93,64,991/-
Work done as per final bill:	Rs. 39,97,52,117/-(A)
Amount awarded for claim No.1 (Part II) and 2	
Rs.13,30,360/-+ Rs. 4,07,377/-	Rs. 17,37,737/-(B)
Total (A) + (B):	Rs. 40,14,89,854/-
Time allowed as per contract:	630 days.
Proportionate extra time for extra work (630x 401489854/289364991) (-) 630:	244 Days.
Stipulated date of completion:	07.12.2016
Date of actual completion:	03.02.2018
Total delay in completion:	423 days
Delay period after excluding extra time for extra work i.e. 423-244:	179 Days.
Proportionate cost of overheads per day Prime Cost (Tendered amount/1.15) x .075/630 28,93,64,991/1.15x.075/630:	Rs. 29,955/-
Total Cost of over heads for net delay period i.e. 179 days = 179x 29,955/-	Rs. 53,61,945/- (C)

(viii) I hold that out of total expenditure on overheads, 10% expenditure is fixed one on establishing site offices, labs, labour welfare facilities etc. For remaining 90%, I apply mitigation @ 20% which I consider as most judicious. Thus, I allow 72% of the expenditure (C) above.

(ix) Thus, I award a sum of Rs. 38,60,600/- for claim No. 3.

4. **Claim No. 4: Claim on account of incentive @ 2% on tender value as per clause 2A of the agreement.**

4.1 **Claimant's case:**

- (i) The claimant claims bonus under clause 2A of the agreement and relies upon the history of the case wherein it has been stated that the claimant was fully prepared and planned the work in such a manner to complete the work within 630 days well ahead of stipulated date of completion to get maximum bonus of 5%.
- (ii) The claimant deployed resources in the manner that the materials were procured well in advance as it is evident from the record. But the respondent was not ready to discharge reciprocal contractual obligations due to which the work of 630 days was delayed by 423 days. The scope of the work was also changed by the respondent and thus there was huge increase of Rs. 10.59 Crores in the final amount. All the hindrances were attributable to the respondent as evident from the Hindrance register placed at page 224 to 228 of the CD2.

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- (iii) EOT for entire delay of 423 days has been granted without levy of the compensation by the respondent as evident from Exhibit C-51 on page 229 of the CD2.
- (iv) As per the final bill the total amount of work done (Civil+ Elect) comes to Rs. 39,52,21,267/- including supplementary agreement (Exhibit C-53 on page 241 to 249). The total justified days for extra work has been calculated by the respondent for Rs. 36,57,64,200/- instead of Rs. 39,52,21,267/- as per the final bill. Hence 288 days has been calculated by the claimant instead of 263 days worked out by the respondent for calculation of the bonus.
- (v) The respondent has justified delay of 627 against 423 days required but as per the claimant's calculation it comes to 339 days (as per hindrance register)+ 288 days = 627 days against delay of 423 days. Thus, it is very clear that the work could have been completed at least 204 days earlier if there was no deviation in tendered amount and no delay from respondent's side. As per terms of the contract the claimant becomes eligible for bonus @ 5% if the claimant completed the work in 599 days. Hence, % bonus as per clause 2A may be allowed.
- (vi) The claimant calculates the bonus amount as under:

- (a) Net period of the bonus = 630 days-426 days =204 days.
- (b) Earlier completed by 178 days

$$B = Tv / (5x Ts) \times ((Ts + (Fv - Tv) / Tv \times Ts) - Ta)$$

B= Bonus payable

Tv= Tendered Value

Ts= Time allowed for execution

Ta= Actual time taken

Fv = Value of Gross work done as per final bill.

$$B = 289364991 / 5 \times 630 ((630 + (289364991 - 289364991) \times 630 / 289364991) - 426)$$

$$B = 91862 \times (630 - 426)$$

$$B = 91862 \times 204 = \text{Rs. } 1,87,37,848/-$$

The claimant has restricted this to Rs. 57,87,300/-

- (vii) The period will further increase with the award amount of the claim No 1. Details of the claim has been attached by the claimant at Exhibit No 4A at Page 288 of the CD2.
- (ix) It is further submitted that the respondent has applied the coefficient of justification for working out net delay which is not defined anywhere and are just imaginary and can vary from person to person.

4.2 Respondent's case:

- (i) the respondent denies the claim being false and contrary to the Clause 2A of the agreement which reads thus:

"In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with

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final bill after completion of work, Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F' " (Exhibit R-12).

- (ii) Thus, it can be seen that clause 2A is payable only when the work is completed ahead of the stipulated date of the completion which in above case was 07.12.2016 whereas the actual date of the completion was 03.02.2018. Thus the claimant is not entitled for the bonus under the clause 2A of the agreement and the claimant's claim is bogus and beyond the terms and conditions of the contract. It is also pertinent to mention that amount of the bonus if payable will be paid along with the final bill of the work but the claimant never raised the bonus claim along with the final bill and has claimed the above claim after more than three years from the date of completion which clearly shows that the claim is afterthought, baseless apart from being absolutely time barred and deserves to be rejected.
- (iii) The respondent further submits in support of its denial that (a) the work has been completed on 03.02.2018 against the stipulated date of the completion of 07.12.2016 as such the clause 2 A is not complied.
- (iv) It is learnt from the SoC of the claimant that the claim has been calculated for hindrance of 630 days instead of actual delay of the 423 days from the stipulated date of completion. The said hindrance of 204 days has been calculated by the claimant on its own. In fact the competent authority i.e. SE Chandigarh has granted EOT upto actual date of completion 03.02.2018 without levy of compensation vide letter No. 23(4515)/W.3/20118/1234 dated 20.06.2018. There were genuine/reasonable hindrances recorded by the respondent in the Hindrance register. It can be seen that hindrance of 241 days has been recorded in the Hindrance register which is authentic record of the agreement/work and the claimant's own calculation has no evidence in the subject matter. Nevertheless, the respondent's letter referred to initially in the SOD bears testimony to the fact that the respondent had to pursue the claimant's many times to speed up the progress of work and thus the claimant's calculation of hindrances of the work is absolutely null and void and deserves no consideration at all.
- (b) The EOT was granted on the base of the undertaking furnished by the agency in EOT part-I that ***"I have not any suffered any financial loss due to this delay, I shall not claim anything extra on account of this delay"*** (Exhibit R-13). As such the claim of incentive under clause-2A is not admissible.
- (c) During this prolongation of contract period, the market rates for extra item deviation substituted items have been paid as per relevant Clause 12 duly agreed by agency.

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The Escalation Clause 10CA and 10CC have also been proceeded/paid for the materials i.e. Cement, Structural Steel, Steel Reinforcement as well as the other material (which does not covered under 10CA during execution of work.

4.3 Claimant's case in the rejoinder:

- (i) The claimant denies the contention of the respondent being wrong without any evidence. The claimant was very eager and interested from the inception of the award of the work but it is non co-operation and non-fulfilment of the contractual obligations on the part of the respondent which is on the record, the work was delayed. The claimant mobilized all necessary resources much more than required in terms of the contract to complete the work before stipulated date of the completion. However, the respondent could not fulfil the contractual obligations and the work could not be completed before time. It is also on the record that the respondent could not handover the complete site during stipulated date of completion (Ref Hindrance Register at C-50 of the CD2).
- (ii) The contention of the claimant is denied as the whole delay was not on the part of the respondent. The detailed claim is attached as Exhibit C-4A on page 288 of the SoC. Regarding certificate on the EOT, the claimant states that it has already been replied in detail on page no 297/298 of the rejoinder which is not repeated for the sake of the brevity. The claimant relies on judgement in the matter of UOI Vs N N Buildcon Pvt Ltd. (Exhibit C-64 on page 417 to 419).

4.4 Oral arguments by the parties:

- (i) During oral arguments the claimant reiterated its stand and submitted again the calculations for the claim which are indicated at pages 24 and 25 of the written synopsis. The respondent also reiterated its stand taken and emphasized that the bonus is not payable in terms of the Clause 2A of the agreement as work was completed after updated date of completion while the bonus is payable if the work is completed ahead of the stipulated date of completion. The respondent further argued that bonus is to be paid along with final bill and the claimant failed to raise the bonus claim in the final bill. Thus both of these conditions are not satisfied. However, without prejudice to whatever has been said above, going into the merits of the case it can be seen that the calculations of the claimant at Page No. 19 of the SOC are absolutely incorrect, fraud and the claimant is trying to misguide the arbitration proceedings by presenting such calculations. The claimant has stated that the respondent justified a delay on 627 days which is again not true and a false statement. As per the hindrance register, hindrance of 241 days has been recorded and the EOT has been sanctioned by the competent authority upto the actual date of completion only and nowhere the

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excess days of 204 days are attributable to the respondent. There is no entry of hindrance of these days in the hindrance register. On the one hand the claimant at page No. 16 of the SOC has stated that "The Claimant relies on the Hindrance register" and on the other hand is claiming for bogus hindrances which are neither on record nor any such hindrance was ever claimed by the claimant. Further the Claimant has given a reference of 599 days at page No. 20 of the SOC for claim of bonus. It is once again not clear as to how these 599 days been calculated by the claimant. Thereafter the claimant has given some formula for calculation of amount of bonus payable and no reference from where or how the formula has been derived is given. Even if the formula is worked out in the last the amount of Bonus i.e. B works out to be zero. Thus, the calculation of the claimant is grossly bogus, incorrect and should be set aside by the Id. Arbitrator. Subsequently in the end the claimant has worked out the amount of Bonus by the above Formula to Rs. 1,87,37,848/- and finally astonishingly restricted this amount to Rs. 57,87,300/- without giving any explanation as to why this amount has been by almost 70% by the amount worked out by the claimant by its own Formula. It can be thus very well seen that the claimant is making absolutely bogus, fraud and concocted claims just to desperately grab the money of the Government. However, the Government money is not for charity that can be given to the claimant and is the hard working tax payers money which ought to have a justification of awarding the same. The respondent prays before the Id. Arbitrator that the above claim of the claimant may please be outrightly set aside as it has no leg to stand in the eyes of justice.

4.5 My findings, observations, and conclusions:

- (i) The claim of the claimant is regarding payment of bonus under Clause 2A of the agreement. The claimant reiterates that work was prolonged due to increase in the scope of work and due to various breaches on the part of the respondent like delay in providing the structural drawings, decisions regarding colour schemes etc which I find are well recorded by respondent in the hindrance register. The claimant claims that they were well prepared right from the beginning to complete the work well ahead of the stipulated date and claim bonus under Clause 2A of the agreement. But due to aforesaid hindrances on the part of the respondent, the work got delayed due to none of its fault. The scope of the work was increased causing delay in the completion. Thus, the claimant claims that due to default of the respondent, the claimant should not be deprived of the opportunity to claim bonus in terms of the clause 2A of the agreement.
- (ii) The respondent denies the claim on the ground that entitlement of the bonus comes when the work is completed ahead of the updated date of completion as defined in the clause 2A. Further, the claimant failed to raise the claim at the time of the final bill and

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thus defaults on this account as the bonus is to be paid along with the final bill. The respondent without prejudice also alleges that the calculations of the claim submitted by the claimant are absolutely bogus and based upon arbitrary figures taken from nowhere by the claimant. The respondent further alleges that the claimant in The proforma for EOT Part I has itself given undertaking that I have not suffered any financial loss due to this delay and shall not claim anything extra on account of this delay (R-18). The respondent also submits that during prolongation period the claimant has been paid market rates for extra/substituted/deviation items. Besides escalations has also been paid under clause 10CA, 10CC of the contract for the prolongation period. With this background I will proceed further to adjudicate the claim

(iii) First of all I will summarize undisputed factual data about the work as under:

Tendered amount of work :	Rs. 28,93,64,991/-
Work done as per final bill plus amount of award as calculated in claim No. 3/Page 28:	Rs. 40,14,89,854/-
Time allowed:	630 days
Date of start/completion as stipulated:	19.03.2015/07.12.2016
Actual date of completion:	03.02.2018
Delay in completion:	423 days
Actual time taken in completion:	1053 days.
Delay justified as per Hindrance Register:	241 days.

- (iv) I have already held while adjudicating the claim no 3, that as per the hindrance register all the delay events are attributable to the respondent and there is breach on the part of the respondent. Thus, the respondent's argument that the claimant is not entitled for bonus as work was not completed ahead of updated date of completion considering effect of the extra work, is not justified in the eye of natural justice as it is respondent who failed to keep its promise by not providing drawings, decisions in time due to which the claimant could not complete the work before updated date. Thus, the claimant can not be deprived for claim of bonus because of default of the respondent and the respondent can not enjoy the fruits of its own default by denying the bonus to the claimant. Following hypothetical simplified case will clarify this contention:
- (v) Suppose Party a (The Employer) and B (The contractor) enter into a construction contract having similar provision of the bonus. The work is to be completed in a period of 12 months let's say from 1st January to 31st December. The drawings were supplied to Party B by Party A on 1st October, 2022 and thus the party B could start the work on 1st October and completed the work on 30th June next year i.e. in 9 months' time

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through diligent working. Let's suppose there was no deviation in the scope of the work. Now, since, the work is completed after the stipulated date of 31st December (though execution time is much less i.e. 9 months against stipulation of 12 months), should party A deprive the party B of the bonus? Will it be justified as per the call of justice? My answer is no and I hold that the Party B is entitled for the payment of bonus.

- (vi) The claimant also relies upon the judgement pronounced by Hon'ble High Court Delhi in the matter UOI Vs M/s N N Buildcon Pvt Ltd. (Para 6 to 9 of exhibit C-64/ page 417 of CD4) reproduced below:

6. "The work that was stipulated to be completed on 03.12.2008 was actually completed on 11.05.2009 with a delay of 5.3 months. The Arbitral Tribunal on appraisal of the evidence and the material placed before it, held that the scope of the work had been increased considerably and under Clause 12 of the contract, the contractor was entitled for additional time of four months. There had been further hindrances because of various reasons attributable to the appellant leading to a delay of 12.04 months because of the said reasons. The Arbitral Tribunal in great detail examined the various hindrances and the periods during which the hindrances occurred and returned a finding of fact that the sum total of all the hindrances worked out to 9.7 months i.e. 4.2 months on account of additional work and 4.7 months as admitted by the appellant for various reasons plus additional 23 days as calculated by the Arbitral Tribunal. The Arbitral Tribunal thus worked out that the work had been completed with a delay of 5.3 months over and above the original stipulated date of completion and by excluding the period of 5.3 months out of 9.7 month, the contractor had completed the work ahead of time by 4.4 months. The Arbitral Tribunal accordingly found the claimant entitled to 4.4% bonus on the tendered value of the work.

7. *We are of the view that the Arbitral Tribunal has correctly interpreted the bonus provision and applied the principles of calculation of the bonus. If the stipulated period awarded to the contractor for completion of the work, as in the present case, was 14 months then the contractor was entitled to complete 14 months for completion of the work. If the commencement of the work is delayed or there are hindrances in the completion of the work, which lead to a delay of a particular period, then the period by which the commencement is delayed and/or the period during which the hindrances occurred have to be excluded from the period stipulated for completion of the work. The total period available to the contractor to complete the work would be the stipulated period of completion plus the additional period during which the hindrances occurred. If after exclusion of the delay period so computed the work is completed by the contractor in a period lesser than the stipulated period for completion, the contractor would be entitled to bonus.*

8. *In the present case, the period of completion available to the contractor was 14 months. Because of additional work awarded to the contractor, the contractor would be entitled to additional time of four months i.e. the total time*

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available to the contractor to complete the originally stipulated work and the additional work was 18 months. In addition, the contractor would be entitled to the benefit of the time during which delay occurred on account of hindrances caused by the employer. In the present case, the delay in completion of the work as held by the Arbitrator is 5.3 months only. While computing the period taken by the Arbitrator to complete the work, the period of hindrances and delay have to be excluded from the time taken by the contractor. The Arbitrator has accordingly worked out the period of delay comprising of hindrances as 9.7 months from which 5.3 months have been excluded and the balance left was 4.4 months. This period of 4.4 months will ensure to the credit of the contractor and clearly, the contractor has completed the work in a period less than the period available to the contractor. The originally stipulated period available to the contractor was 14 months and the period of hindrances (including time for extra work) as worked out was 9.7 months thereby totalling to 23.7 months. The work has been completed with a delay of 5.3 months. This added to the stipulated period of 14 months would make it 19.3 months. If this is excluded from the total period as available to the contractor (i.e. 23.7 month), the balance left is 4.4 months.

9. As per Clause 2A, the contractor would be entitled to bonus if the work is completed ahead of the stipulated date. Clearly, the Arbitral Tribunal has correctly computed the period and has rightly held that the claimant was entitled to bonus. We find no infirmity in the impugned judgment whereby the learned Single Judge has affirmed the findings of the Arbitral Tribunal and dismissed the objections raised by the appellant." (*Emphasis supplied*)

- (vii) The stand taken by me at para (v) hereinbefore is validated completely by the judgement stated above. Regarding contention of the respondent that, the claim should have been raised at the time of final bill is not justified as I have already held while discussing the aspect of limitation while adjudicating earlier claims that the claim is not time barred on this account and the same is well within the period of 3 years as per the Limitation Act. I also do not agree with the contention of the respondent that the claimant has been paid market rates for extra/substituted/deviation items and escalation during prolongation under clauses 10CA/10CC and hence the claim is not justified. I hold that these extra payments are on account of other provisions of the contract distinct from the clause 2A for bonus, hence do not overlap with this claim. I also do not agree with denial of the claim by the respondent on the ground that the calculations of the claim are not correct and are on the basis of hypothetical figures of hindrances. I hold that this is a contractual claim to be calculated on the basis of formulae given and in the spirit of judgement in N N Buildcon case (supra) for call of justice, there is nothing wrong if these calculations are corrected based upon the formulae and the data on record. Regarding no claim certificate given by the claimant on the EOT proforma, I hold that there is no such column in the proforma, where such certificate is required to be given by the claimant. Numerous judgements have held that such certificates are not given willingly by the claimant, rather these are obtained by the respondent under coercion sitting at higher pedestal. No prudent contractor, knowing fully that its EOT case is fully justified as per recorded hindrances, would give such certificate under its sweet will. The judgements in the matter Sanyukta Nirmata v/s Union of India-2003 (suppl)/ALR-434 (Delhi) and in the matter P C Sharma Vs DDA-2012 (1)/ALR-119(Del) at Exhibits C-57/C-58 have been referred in this regard by the claimant which support the view point.

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- (viii) Accordingly, I decide that the claimant is entitled for the bonus as per formulae stipulated in the Clause 2 A and will make calculations accordingly.
- (viii) The formulae specified in the clause 2A has been reproduced at para 4.1 (vi) at page 29. In the sprit of the judgement and logic discussed above, the actual time taken in the work will be reduced by 241 days by deleting hindrance justified by the respondent as per the hindrance register and agreed at page 21 of the SoD. Thus actual time taken (Ta) in the formula will be $1053 - 241 = 812$ days. Various other variables in the formulae are as under:
- Tv = Rs. 28,93,64,991/-
- Ts = 630 days
- Fv = Rs. 40,14,89,854/-
- B= Bonus payable
- $$= 289364991 / (5 \times 630) \times ((630 + (401489854 - 289364991) / 289364991 \times 630) - 812)$$
- = Rs. 57,06,106/-
- (ix) Hence, I award an amount of Rs. 57,06,106/- against claim no 4 in favour of the claimant.

5. Claim No. 5: Claim on account of interest @ 12% P.A. on the above claim from the date of respective cause of the action:

Sub Claim 5.1: Claim on account of interest @ 12% on claim no 1 & 2:

Sub Claim 5.2: Claim on account of interest @ 12% pre award and Post award:

5.1 Claimant's case:

- (i) The claimant in the sub claim 5.1 claims interest @ 12% on claim No 1 & 2 from the date of the final bill payment i.e. 24.06.2019 to date of start of Arbitration i.e. 06.01.2021.
- (ii) The power to award interest for the arbitrator is derived from section 31 (7) of the Act, 1996 from the cause of action to date of award. The claimant has calculated the interest up to the date of the arbitration. The claimant has attached claim calculation at Exhibit C 5.1 on page 289 of the CD2. The amount has been worked out as Rs. 29,38,887/-.
- (iii) In the sub claim 5.2 the claimant claims interest @ 12% P. A. for pre-reference and future till realization. The amount has not been calculated by the claimant.

5.2 Respondent's case:

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- (i) Regarding the sub claim no 5.1, the respondent submits that it can be seen that the above claim of the claimant is not at all admissible. Infact after due checking and verification it can be seen that recovery needs to be done from the claimant on account of Clause 10CA and 10C as excess payment has been made to the claimant on account of the above. It can be seen that when the claim itself is not applicable the question of interest on the claim amount does not arise. As has already made clear by the respondent, the claimant has claimed the above claims with total disregard to the terms and conditions of the agreement and provisions of law of limitation. When the agreement stipulates a certain rate of interest for delayed payments, the claimant has taken a completely different rate of interest which is not admissible, the claimant has also revised the 10CA and 10CC statement as per his own will and liking for certain quarters and not submitted the complete statements due to which the same can not be checked or scrutinized. However, the respondent has itself prepared the 10CA statements and it can be seen that overall recovery needs to be done from the claimant on account of 10CA and thus the question of interest on 10CA payment does not arise rather respondent is entitled for interest on the extra payment done to the claimant.
- (ii) Regarding the sub claim No. 5.2, the respondent submits that the claim is denied in view of the denial for above claims with detail narration in reply in respondent in foregoing paras. Thus, it can be seen that when the claim is itself not applicable the question of interest on it does not arise. The respondent acted strictly as per the terms and conditions of the agreement, appointed DRC Committee to settle the disputes as per the agreement conditions and the respondent also requested the claimant to submit the proper abstract for delayed payments as per the terms and conditions of the agreement but due to the rigid attitude of the claimant, the dispute could not be settled and the claimant has unnecessarily dragged the respondent into the arbitration which was not at all needed. Therefore it can be seen that when the claims in itself are not admissible the question of interest on the claim amount does not arise as the respondent was ready to settle the disputes and it was because of the claimant that the respondent has been unnecessarily dragged into the arbitration. Moreover the rate of interest claimed is absurdly high and exorbitantly high then in prevailing trend of Nationalized Banks of India and even through private financial companies.

5.3 The claimant's case in the rejoinder:

- (i) The claimant denies the contentions of the respondent regarding sub claim 5.1 that the excess payment was made by the respondent on account of claim No. 2 i.e. 10CA and 10CC escalation statement paid by the respondent. The amount paid by the respondent by freezing labour indices/ Material indices/cement/steel indices etc.

Regarding claim No. 2.1 and 2.2 i.e. 10CA and 10CC, the claimant has not demanded or claimed on the extended period from stipulated date of completion to actual date of completion. The claimant's case are genuine and justified.

- (ii) Regarding sub claim no 5.2 the claimant submits that the claim is as per the Act. The contentions of the claimant are wrong and denied that the claimant has dragged to the arbitration. Instead, the respondent itself dragged the claimant into litigation by not providing the drawings etc. The claimant reiterates the submissions made in the SoC and rejoinder above.

- (iii) The claimant relies upon following judgements in support of the claims:

(a) M/s Ambica Construction Vs UOI

Civil appeal no. 410 of 2008, decided on 24.04.2017 (Exhibit C-65 and of the CD4)

(b) State of UP vs Harish Chandra & Co.

SLP no. 6307 of 1995, Date of the judgement 11/11/1998 (C-66 of CD4)

(c) Reliance Cellulose vs ONGC Ltd.

Appeal No. 1110,1111 of 2010 decided on 20.07.2018 (Exhibit C67 of CD4)

5.4 Oral arguments by the parties:

- (i) The respondent reiterates its stand taken in the SoD and argues that claim of interest @ 12% for claim no 1 and 2 is beyond contract as the same stipulates for rate as 7.5% PA. Besides, claim no 1 and 2 are not sustainable and therefore, no question of the interest. Regarding sub claim 5.2 the respondent relies on the judgement in case of UOI vs M/s Thiru Arooran Sugars Limited in Madras High Court (28.03.2018) to prove that rate of interest awarded @ 6% and 7.5% was not interfered by Hon'ble court and presently rate of interest in the nationalized banks are as low as 3-5%.

5.5 My findings, observations and conclusion:

- (i) Payment of pre-reference, pendentelite and future interest in the arbitration matters is governed by the provisions at Section 31(7) of the Act which reads thus:

"31(7)(a) Unless otherwise agreed by the parties, where and in so far as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.

(b) A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of two percent higher than the current rate of interest prevalent on the date of award, from the date of award to the date of payment."

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- (ii) Accordingly, as far as sub claim 5.1 is concerned, I award a simple interest @ 9 (Nine Percent) per annum on award amount of claim no 1 and 2 from the date of payment of final bill i.e 24.06.2019 till date of award → 7,83,586.71 + 1,14,85.3
- (iii) As regard sub claim 5.2 for Pre reference and Pendente lite (Pre award) interest, I award simple interest @ 9% (Nine Percent) per annum on the amounts of award of claim Nos. 3, 4 & 7 from the date of reference of disputes by the claimant i.e. 06.01.2021 (C-36) till date of award. The interest on award amount of claim No. 7 for GST will be admissible subject to production of proof of payment/adjustment of GST by the claimant.
- (iii) The respondent will make payment to the claimant towards amount of award along with interest as awarded at para (ii) and (iii) above within three months from the date of award. Failing which the award amount together with amount of interest so awarded at para (ii) and (iii) above for Pre award period and amount of award for claim No. 6 will carry Future simple interest @ 11% (Eleven Percent) per annum from the date of award till date of payment.
- (iv) The respondent will make reimbursement of GST to the claimant on the amount of award as decided under Claim No 8 within one month of production of proof of payment by the claimant. Failing which, the amount will carry a simple interest @ 11% (Eleven Percent) till date of payment.
6. Claim No. 6: Claim on account of cost of arbitration and other miscellaneous charges to be paid to our counsel, consultant Engineer etc.:

6.1 Claimant's case:

- (i) The claimant claims expenditure to be made during proceedings to engage counsel, stationary, computer operator, postal charges, various office expenses like rent, mob phone electricity/water bills etc.. In addition, it is pertinent that due to improper handling of the work by the respondent as delays in drawings, decisions the claimant has been forced to adopt the path of the arbitration. The claimant has asked only Rs. 5 lacs to compensate miscellaneous expenses which is very meagre amount as compared to longer period involved to complete the arbitral proceedings.

6.2 The respondent's case:

- (i) The respondent has by now has made it clear that the claims of the claimant are absolutely false, fabricated, incorrect, beyond the provisions of the agreement apart from being absolutely time barred. The claimant has not attached any documentary proofs i.e. bills, vouchers, etc. in support of any of the claims which clearly substantiates that the claims of the claimant are absolutely bogus and concocted. Thus, on the contrary it is because of the claimant, the respondent has been dragged into the arbitration resulting in losses of precious working hours of the respondent. The respondent would request the Ld. Arbitrator that the cost of Arbitration incurred by the respondent should be unequivocally be awarded by the Ld. Arbitrator in favour of the

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respondent. It can be clearly once again seen that the claimant's claims are absolutely illogical, erroneous and deserves to be rejected. The respondent requests the Ld. Arbitrator that the above claim of the claimant may please be set aside and the expenditure incurred by the respondent on the arbitration may please be awarded in favour of the respondent by the Ld. Arbitrator which the respondent would claim further in the Counter Claim.

6.3 the claimant's case in the rejoinder:

- (i) The claimant denies the contention of the respondent and reiterates the submission made in the SoC and the rejoinder. The details of the actual expenditure shall be submitted during the arguments/ arbitral proceedings as full details of the fee shall be available by then. The claimant's calculations were tentative and now revised to Rs. 8,00,000/- as some details are available now.

6.4 Oral arguments by the parties:

- (i) The claimant submits details of cost of arbitration as under:

Fee to be paid to the arbitrator:	Rs. 3,24,800/-
Fee to be paid to the counsel:	Rs. 2,00,000/-
Fee to be paid to the CA, computer operator etc.	Rs. 1,00,000/-
Stationary, courier, photo copies, binding etc. charges:	Rs. 15,000/-
Total:	Rs. 6,39,800/-

- (ii) The respondent reiterating its stand argued that claims of claimant are bogus and concocted without any cogent proof of idle resources etc and the claimant has unnecessarily dragged the respondent into arbitration. Besides, the claim of Rs. 5 lacs is hypothetical and inflated apart from the fee of the Arbitrator.

6.5 My findings, observations and conclusion:

- (i) The cost of Litigation is governed by the Section 31(A) of the Act under the heading "Regime for Costs". The provision empowers the AT to award costs in favour of one party to be paid by the other party towards fee and expenses of the arbitrators, legal fees and expenses, any administrative fee of the institution supervising the arbitration and any other expenses incurred in connection with the arbitral or court proceedings and the arbitral award. The provision also enumerates general rules for making the decision.
- (ii) In terms of above provisions, I find that claims made by the claimant are substantially proved and amounts have been awarded in favour of the claimant under this award.

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- (iii) The claimant has claimed Rs. 6,39,800/- though without any proof of expenditure except the fee of the arbitrator. However, I feel that certain expenditures, apart from the fee of the arbitrator are inevitable and should be considered.
- (vi) Considering all the above, I award a sum of Rs. 4,00,000/- in favour of the claimant and the respondent's demand of the cost of Rs. 1,00,000/- in the SoD is rejected.

7. Claim No. 7: Claim on account of the GST @ 12% as payment made after 30.06.2017:

7.1 Claimant's case:

- (i) The claimant submits that the government issued order on 01.07.2017 for imposing GST on all purchases and on all payments to be received. The claimant had to pay GST on all payments received after 01.07.2017 which otherwise was beyond scope of this agreement.
- (ii) Since, this is contractual claim, the claimant refer clause 38 of the agreement which reads thus:
"CLAUSE 38 (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor."
- (iii) Thus, the clause 38 clarify that if any further tax is imposed by statute after the stipulated date of the tender and the claimant pay such tax, the respondent shall reimburse the paid amount. It is undisputed that GST was imposed on 01.07.2017 after receipt of the tender i.e. 30.10.2014. Thus, the additional post regime liability is to be borne by the respondent. It is very clear that the claimant was forced to pay additional tax of the said statutory order, the corresponding reimbursement is to be made by the respondent as per clause 38 of the agreement. The claimant submitted the claim of GST compensation of GST as per GST circular issued by the DG CPWD, but the respondent failed to make payment. In this connection., DG CPWD has issued various circulars no 1 to 17 for reimbursement of the GST by different format which are not realistic and not acceptable to the claimant since not were part of the contract.
- (iv) The bone of the contention is only that what was pre regime VAT liability of the claimant and GST liability on the payment made to the claimant after 30.06.2017.
- (v) The method of calculating the tax liability of VAT work contract has been claimed by the claimant as below:
 - (a) Exemption fee method/composition method
 - (b) Vat method (standard labour deduction) i.e. 40 % specified by Gannon Dunkerley & L&T case by the Supreme Court.
- (vi) The claimant has deposited Rs. 11238860/- against the work done Rs. 10,48,96,023/- The claimant's liability in GST regime notification is 18% of the items except cement @28%. Whereas old regime liability was 13.125%, 5.5 % and 5% or exemption in some items. It is further added that GST liabilities is on total work done whereas VAT

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- tax liability was only for material purchased i.e. 60% of the work done and 40% was service tax which was not the liability of the contract.
- (vii) Contractors were assessed for VAT on the basis of Rates mentioned as per VAT regime which if averaged come to 4.56% of the work done for the construction of the standard residential/ nonresidential building. The percentage of VAT tax as per the old regime liability was considered approximate 24.55% items of 13.125% rate, 9.11% items of 5.25% rate and 63.44% items at 5% rates. Average of this comes to 4 to 5% which was included in the tendered rates of the contractors before GST regime on which they would have been assessed by sales tax authorities. The claimant has taken conservative average VAT rate of 7.02% hereinafter for our opinion on total work done considering material purchase 60% of the total work done which comes to 4.56% of the work done.
- (viii) It is pertinent to mention that the claimant has demanded only 7.44% of GST reimbursement considering 4.56% of old regime liability on the work done in the claimant's claim against deposit amount of 12% GST as per circular issued by the GOI.
- (ix) It is further submitted that the respondent has not paid GST @ 12% on 10CA and 10CC payment in spite of GST circular issued by DG CPWD from time to time.
- (x) The GST notification on the work contract Tax Haryana, VAT details on Goods and Construction materials are available in public domain and some documents will be submitted during arbitral proceedings if required.
- (xi) The claimant has attached details of the claim at Exhibit 7A on page 290 of the CD2.
- (xii) The amount of the claim has been modified from Rs. 1,10,86,400/- to Rs. 1,27,96,055/- by the claimant.

7.2 The respondent's case:

- (i) The claim is denied being baseless, beyond facts and contrary to Clause of Agreement. Admittedly the GST come into force from 01.07.2017 across the country by order of Govt. of India. The work in question was completed on 03.02.2018. In order to reimburse the amount of GST payable, it is submitted that reimbursement of the GST and levy /taxes Clause 38 of agreement is applicable. The last date of submission of tender in this agreement was October – 2014. During course of the work, after commencement of GST i.e. 01.07.2017, an O.M. of CPWD No. SE(TAS)/GST/08 dated 04.12.2017 issued by DG, CPWD for the tender invited before 01.07.2017.(Exhibit R-14)
- The contention of the O.M. is as under :

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S. No	Work Position	Action to be taken
1(a)	Works on which both service tax and work contract tax was payable.	The agency will submit to Engineer in charge GST compensation statement as per the attached model calculation alongwith necessary authenticated documentary proofs. The G.S.T. compensation statement will be scrutinized by EE for approval of competent authority within 15 working days of receipt of the statement. The Superintending Engineer /Project Manger shall approve the statement within 15 working days of receipt from the Engineer in Charge
1(b)	Works on which only service tax was payable i.e involving predominantly labour component only.	The GST @ 18%/12% as applicable shall be reimbursed on production of receipt of payment of GST towards work contract.
2	Payment under clause 10 C on account of increase of wages of labour.	GST @ 18%/12% as applicable shall be paid alongwith the payment of 10C.

- (ii) From the above, it is clear that the claimant agency was to submit to Engineer-In-Charge the GST compensation statement as per model calculation with authenticated proofs. During course of execution from commencement of GST in country, the claimant agency has never submitted such detail supported with documentary proof from the period after 01.07.2017 to actual date of completion 03.02.2018. Now the claimant in its claim detail at Exhibit C-7A page 290 of CD-2 has submitted amount of Rs. 1,27,96,055/- without any documentary proof and just merely calculated @ 12% on work done.
- (iii) The respondent respectfully prays the Hon'ble Tribunal to give instruction to claimant for submission of the claim in right manner prevailing in the department supported with documentary proof that the GST genuinely paid to the department so that any kind of consideration to the claim of the claimant can be given.
- (iv) However, since the claimant has not submitted any kind of calculation sheet in the support of its claim, the respondent requests the Ld. Arbitrator that the above claim of the claimant may please be summarily rejected as it is inadmissible, vague and submitted without any kind of proofs, bills, vouchers etc. required as per the said OM of Directorate, CPWD.

7.3 Claimant's case in the rejoinder:

- (i) The claimant denies the contention of the claimant relying on the clause 7 of the agreement:
- "..In the event of the failure of the contractor to submit the bills, Engineer-in Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.."

- (ii) The claimant has to pay the GST on every payment made by the respondent after 30.06.2017. Regarding submission of the GST compensation statement, the claimant's liability was to pay WCT before 30.06.2017. Due to enactment of the GST the claimant had to pay GST on payments received after 30.06.2017 as per the law of the land.
- (iii) The claimant demanded the reimbursement as per clause 38 of the agreement for GST paid by the claimant which was outside the scope of the agreement.
- (iv) the respondent's contention that the claimant merely submitted the detail of claim is wrong and denied. The claimant has submitted the copy of consolidated GST Return by CA certified copy at Exhibit C-49 on page 165 to 223 of the SoC. The detail of the claim attached at Exhibit 7A on page nos. 290 of the SoC.
- (v) The copy of the consolidated GST return is attached at C-49 on page no 165 to 223 of SoC.
- (vi) The submission of the claimant is as per the law of the land. The claimant stands by its submissions already made in SoC. The CPWD circular mentioned by the respondent in the SoD is not applicable to this agreement as the same was issued on 04.12.2017 after the start of the contract. Hence, not applicable to the claimant's claim falling under clause 38 of the agreement.

7.4 Oral arguments by parties:

- (i) During oral arguments the claimant reiterated its stand taken in the pleadings and tried to justify its calculations of the impact of the GST considering the assessment order (Page 220 to 223 of CD2) issued by the Govt assessing authority in case of similar type of building work according to which the VAT comes to 4.56% of the gross value of work done. Regarding excise duty, which was being paid during pre GST regime, the claimant asserts that in general rate of excise duty is 12.5%, though many of manufactured items were being procured from the small scale industries which were exempted from paying excise duty, if turnover was less than threshold value. Thus impact of excise was much less. On cement and steel liability of VAT +ED was lesser than being charged now in post GST regime. Regarding service tax, the claimant submits that in the pre GST regime, the service tax was reimbursable to the contractor and now the same is included in the GST. Thus, this is additional liability to the contractor. Besides, the claimant has shown set of calculations to work out impact due to GST. Details are given at pages 26 to 29 of the written synopsis.
- (ii) The respondent reiterates that claimant has not submitted the GST compensation statement as per GST circular issued by DG CPWD on 04.12.2017(R-14). Besides, the claimant on one hand is claiming the GST reimbursement considering 4.56% old

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regime liability on the work done whereas the detail of claim at Page 290 of the SoC is claiming 12% GST on the payment made. Thus there is contradiction in the statements of the claimant. GST can only be reimbursed on submission of the GST compensation statement and cannot be claimed at flat 12%.

7.5 My findings, observations and conclusion:

- (i) The claimant under this claim, claims the compensation on account of promulgation of the GST by the Government of India @ 12% of the taxable amount to be calculated by reverse calculation. It is fact that Tenders for the work were called during pre GST regime i.e. before 01.07.2017. Thus, the claimant was not aware of new taxation system of GST and quoted its rates as per prevailing tax structure during pre GST regime. Thus, the claim of the claimant is tenable in principle as per the clause 38 of the contract which reads thus:
- "All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor".*
- (ii) I do not agree with the contention of the respondent that the compensation in terms of clause 38 of the agreement cannot be paid in absence of GST compensation statement as per the GST circular issued by the DG CPWD. The said circular is only guideline to departmental officers but cannot be forced upon the contractor for working out claims as firstly, it is not part of agreement and secondly, it is issued after submission of the tender. The claimant has submitted its own calculations which need to be checked to arrive at correct amount of the impact of GST on the contract. Further, the extension of time has been granted without levy of compensation by the respondent (C-51/page 229 of CD2) and thus it is established that delay in completion of the contract is not attributable to the claimant and this satisfies the one of the necessary conditions of the clause 38, narrated hereinabove.
- (iii) The claimant has submitted through certificate from the CA at C-49/page 165, that total GST amount works out to Rs. 1,12,38,858/- for turnover of the work amounting to Rs. 9,36,57,163/- exclusive of the GST for the period July 2017 to July 2019. The total

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amount of work done works out to Rs. 10,48,96,022/- during this period. For proof of making payment/adjustment of the GST, the claimant has attached form GSTR-1, GSTR-3B at pages 172 to 219 of CD2.

- (iv) Now, as I have already held that the claim of the claimant is admissible in principle, I will now calculate the impact of the GST on the contract to work out admissible amount of this claim.
- (v) First of all, I will take amount certified by the CA at page 165 of CD2 i.e. Rs. 10,48,96,022/- as correct. During pre GST regime, the contractor was subjected to VAT, excise duty and service tax (reimbursable). All these taxes were subsumed in the GST on 01.07.2017 as per the govt's orders.
- (vi) Considering that the example cited by the claimant for the calculation of VAT for similar work at Haryana (Page 220 to 222 of CD2), the VAT works out to 4.56% of the work done which I consider a good example as it is issued by the Excise and Taxation officer of Haryana.
- (vii) In the post GST regime the GST is levied @ 12% on taxable amount worked out by reverse calculations. Thus its net effect will work out to $12/1.12 = 10.71\%$ on the amount of work done. Thus, the difference between GST and VAT comes to $10.71 - 4.56 = 6.15\%$. The service tax is now included in the GST while earlier, it was being reimbursed. This will however, be within 10.71% of GST and hence, no further adjustment is needed on this account. The only factor now to be adjusted from 6.15% is the component of excise duty which was earlier paid by the contractor.
- (viii) Considering the fact that excise is to be levied on the material only, the components of overheads and contractor's profit (15%) and labour component of 25% are to be deducted. Which means that about 60% of the cost of work will be subjected to excise. Further reduction is to be made on hire charges of T&P, many natural material like aggregates, earth, earth work, carriage etc are exempt from the excise. Apart from this the contractor's buys materials like railings, grills, shuttering, scaffolding from the small scale units exempted from the excise. Considering all these factors, it will be appropriate to consider average excise duty to the tune of 3.15%. Thus the net difference of taxes in pre GST and post GST will reduce to $10.71 \text{ (GST)} - 4.56 \text{ (VAT)} - 3.15\% = 3\%$.
- (ix) Considering, the work done amount as Rs. 10,48,96,022/- as certified by the Chartered Accountant at C-49/page 65 of CD2, the total financial implications due to GST works out to Rs. 31,46,881/- @ 3%.
- (x) Hence, I award a sum of Rs. 31,46,881/- for the claim No 7 of the claimant subject to production of the proof of payment of GST by the claimant as per GST rules.

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8. Claim No 8: Claim on account of GST @ 12% on awarded amount:

8.1 Claimant's case:

- (i) The Government of India has issued order on 01.07.2017 for imposing GST on all purchases and on all payments to be received. The claimant had to pay GST on all payments received after 01.07.2017 which otherwise were beyond the scope of the agreement. In view of this, the reimbursement has been prayed.
- (ii) GST is to be paid on awarded amount, hence the claimant demands reimbursement of the same @ 12% of the amount of the award as per government guidelines.

8.2 Respondent's case:

The respondent has not submitted any response in its SoD.

8.3 The claimant's case in the rejoinder:

- (i) The claimant reiterates its contention and the demand under this claim as pleaded in the SoC.

8.4 My findings, observations and conclusion:

- (i) It is agreed that now GST is to be paid by the contractor on payment received by the contractor. Accordingly, the claimant will be required to pay GST on the award amount whenever it is paid to the claimant by the respondent and the GST is not included in the award amount. Thus, the claimant is entitled for the reimbursement of GST paid on award amount by the claimant.
- (ii) Thus, I give a declaratory award in favour of the claimant for reimbursement of the amount of GST paid by the claimant on the award amount subject to production of the proof of payment by the claimant.
- (iii) The reimbursement of the GST as stated in para (ii) above will be made within one month of the production of the proof by the claimant. Failing which, the respondent will pay a simple interest @ 11% (Eleven Percent) PA for the delay period beyond one month till the date of payment.

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11. Summary of claims and award thereon:

Claim No.	Claim Description	Claim Amount (Rs.)	Award Amount (Rs.)	Remarks
1.	Claim on account of withheld amount/delay payment of the RA bill and deviation items beyond deviation limit paid lesser than agreement rates and interest thereof.	Rs. 1,42,44,465/- Rs. 1,25,75,772/- (As per SoC)	Rs. 27,80,297/-	
2.	Additional cost payable on account of extended stay period of contract for Escalation, 2.1: Compensation on account of price escalation on material under 10CA cement steel, structural steel from stipulated date of completion to Actual date of completion. 2.2 Compensation on account of price escalation under 10CC on material other than cement, steel from stipulated date of completion to actual date of completion.	Rs. 2,51,496/- (Modified in the SoC for Rs. 5,38,069/-) Rs. 27,89,226/-	Rs. 4,07,377/-	
3.	Additional cost payable on account of overhead cost and other charges due to extended stay period of contract. 3.1 Claim on account overheads and other onsite and offsite expenses @ 7.5% on prolongation of contract.	Rs. 1,45,71,594/-	Rs. 38,60,600/-	
4.	Claim on account of incentive @ 2% on tender value as per Clause 2A of the agreement.	Rs. 57,87,300/-	Rs. 57,06,106/-	
5.	Claim on account of interest @ 12% PA. on above claims from the date of respective cost of action. 5.1 Claim on account of interest @ 12% PA on claim No. 1 & 2. 5.2 Claim on account of interest @ 12% P.A.. Pre award and Post award.	Rs. 29,38,887/- as per SoC Not calculated	As per award	
6.	Claim on account of cost of arbitration and other miscellaneous charges to be paid to our counsel, consultant, Engineer etc.	Rs. 6,39,800/- (indicated in the written synopsis)	Rs. 4,00,000/-	

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Case No.: RKA/Arb/CPWD /7

M/s Jai Prakash & Sons. V/s UOI

Rakesh Kumar Agrawal

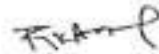
7.	Claim on account of GST @ 12% as payment made after 30.06.2017.	Rs. 1,10,86,400/- Modified to Rs.1,27,96,055/- in the SoC.	Rs. 31,46,881/-	Subject to production of proof of payment as per award.
8.	Claim on account of GST @ 12% on awarded amount.	Not given	As per declaratory award	
	Total		Rs. 1,63,01,261/- + GST on award amount as per award for Claim No8+Interest+ Future interest, if any.)	

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13. Conclusion:

The Respondent shall pay to the claimant a sum of **Rs. 1,63,01,261/- (Rs. one crore sixty three lacs one thousand two hundred and sixty one only)** plus GST on award amount as per declaratory award for claim no 7 plus interest awarded under Claim No. 5 in settlement of all claims together with future interest (if any) as awarded. However, no future interest shall be payable if award amount plus interest up to the date of award is paid to the claimant within three months of the date of award.

The award has been made and published on 09.08.2022 at Delhi and engrossed on a non-judicial e-stamp paper of Rs. 100 supplied by the claimant. The balance stamp duty shall be made good by the claimant at the time of enforcing the award.



Rakesh Kumar Agrawal

**Dated, Delhi
9th August, 2022**

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the preliminary cost estimate for an amount of Rs.1,85,21,300/- for providing of furniture for the following works :

- (i) Pre-feb construction of 2nd floor over the OLD MBA Block (New Workshop Building)(SCOE)
- (ii) Additional floor over the existing building of MBA/MCA department with conventional permanent construction instead of pre-feb construction.

BWC 27.11 To consider and ratify the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:

- i) Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra.
- ii) Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra.

The Building and Works Committee was informed regarding the action taken by Director and Chairman B&WC of the Institute on account of release of payment towards Arbitration award for the works of:

- (i) Amount of Rs. 77,17,751/- for the Providing and Installation of Electrical Sub-Station HT/LT Distribution and feeder pillars in residential area at NIT, Kurukshetra
- (ii) Amount of Rs. 2,24,29,456/- for Construction of 600 seaters Girls Hostels (Multi storeyed) RCC framed structure (Ground+5) at NIT Kurukshetra.

The Building & Works Committee confirmed the same by pointing out that in future before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval.

BWC 27.12 To report regarding arbitration case under process for the works of :

- i) Construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5)
- ii) Construction of Swimming Pool at NIT, Kurukshetra

The Building and Works Committee was informed regarding the above two arbitration cases. Further the Committee resolved that before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval in time.



BWC 28.6 To ratify the Arbitration award amount for payment to CPWD in the arbitration case between M/s. Chiranji Lal Gupta & Sons (P) Ltd. Vs. Union of India regarding Construction of Swimming Pool at NIT Kurukshetra.

The matter regarding Arbitration award amount for payment to CPWD in the arbitration case between M/s. Chiranji Lal Gupta & Sons(P) Ltd. Vs. Union of India regarding Construction of Swimming Pool at NIT Kurukshetra was sent to the members of the Building and Works Committee of the Institute through Circulation Agenda dated 10.05.2022 due to urgency of payment of arbitration award. The Agenda and Minutes as circulated to the members of Building & Works Committee are **enclosed as Appendix 28.6 (i) from page 131 to 139**. The Building & Works Committee decided as under:

"The Building and Works Committee considered and approved the Arbitration award amount of Rs. 19,99,724/- (Rs. 17,85,468/- + Rs. 2,14,256/- (12% GST on award amount) for payment to CPWD for the construction of Swimming Pool at NIT, Kurukshetra. Further, the B&WC confirmed the minutes of the agenda item. The matter be placed before the Building and Works Committee in its next meeting for ratification."

Accordingly, the payment had been released to the CPWD for an amount of Rs. 20,49,247/- after approval of the competent authority of the Institute on dated 02.06.2022 **copies enclosed as Appendix 28.6 (ii) from page 140 to 142**.

The Building and Works Committee may ratify the minutes of Circulation Agenda of the Building & Works Committee dated 10.05.2022.



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA
KURUKSHETRA - 136119 (HARYANA)

The Minutes of the Circulation Agenda of the Building and Works Committee of National Institute of Technology, Kurukshetra.

The Agenda Item dated 10.05.2022 of the Building and Works Committee was circulated through e-mail to the following Hon'ble members:-

- | | | | |
|----|--|------|-------------|
| 1. | Dr. B. V. Ramana Reddy
Director
NIT, Kurukshetra | ---- | Chairperson |
| 2. | Ex-officio Member of the Central Government
(Director of Deputy Secretary or his nominee
dealing with the NIT in the Ministry)
-to be nominated by the Joint Secretary (NITs)
Department of Higher Education
Ministry of Education (Shiksha Mantralaya)
Government of India, Shastri Bhawan
New Delhi - 110 115 | ---- | Member |
| 3. | Ex-officio Member of the Central Government
(Director of Deputy Secretary or his nominee
dealing with the Finance of the NIT in the Ministry)
-to be nominated by the Joint Secretary and Financial Advisor
Department of Higher Education
Ministry of Education (Shiksha Mantralaya)
Government of India, Shastri Bhawan
New Delhi - 110 115 | ---- | Member |
| 4. | Shri A. K. Singhal
Former Director General, C.P.W.D.,
Flat No. B-2012, Gaur Green City,
Vaibhav Khand, Indirapuram,
Dist. Ghaziabad, U.P. - 202 020 | ---- | Member |
| 5. | Dr. Brahmjeet Singh
Professor
Electronics & Communication
Engineering Department
NIT, Kurukshetra | ---- | Member |
| 6. | Er. Prashant Agarwal
Executive Engineer (Civil)
Karnal Central Division, C.P.W.D.
NDRI Campus, Near SBI
Karnal, Haryana - 132 001 | ---- | Member |



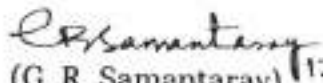
7. Er. Savita Ray
Executive Engineer (Electrical)
Karnal Central Division
Elect. Division, 208 - D
MSI IDC, Sector - 3
Karnal, Haryana - 132 001

Member

The decision of the Building and Works Committee is recorded as under:

- BWC.C 1** To consider and approve the Arbitration award amount for payment to CPWD in the arbitration case between M/s. Chiranji Lal Gupta & Sons (P) Ltd. Vs Union of India regarding construction of Swimming Pool at NIT, Kurukshetra.

The Building and Works Committee considered and approved the Arbitration award amount of Rs. 19,99,724/- (Rs. 17,85,468/- + Rs. 2,14,256/- (12% GST on award amount)) for payment to CPWD for the construction of Swimming Pool at NIT, Kurukshetra. Further, the B&WC confirmed the minutes of this agenda item. The matter be placed before the Building and Works Committee in its next meeting for ratification.


(G. R. Samantaray) 112/0.
Registrar (I/C) &
Ex-Officio Member-Secretary
Building and Works Committee
NIT, Kurukshetra

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BWC.C 1 To consider and approve the Arbitration award amount for payment to CPWD in the arbitration case between M/s. Chiranji Lal Gupta & Sons (P) Ltd. Vs Union of India regarding construction of Swimming Pool at NIT, Kurukshetra.

The construction of Swimming Pool of size 25m x 15m at NIT, Kurukshetra was approved by Building & Works Committee in its 4th meeting held on 13.12.2005 vide item no. 4.12 for an amount of Rs. 120.10 lacs. Further, NBCC submitted a Revised Cost Estimate for an amount of Rs. 240.76 lacs as per requirement of Sports Section including seating arrangement for the Spectators and the same was approved by B&WC in its 6th meeting held on 24.04.2006 vide item no. 6.16 and confirmed by the B&WC in its 7th meeting held on 18.10.2006. Subsequently the proposal was approved by FC in its 9th meeting held on 28.10.2006 and BoG in its 12th 25.04.2007. However, the construction work was not carried out by NBCC, as the Institute had decided to disengage NBCC w.e.f. 31.03.2007.

After several meetings and discussions at various levels at the Institute, it was decided on 18.04.2007 and duly approved by the Director to engage CPWD for the work of Swimming Pool. Accordingly, CPWD was intimated vide the office letter no. EO/3498 dated 04.05.2007 & 3493 dated 01.04.2008 and 7304-08 dated 10.07.2008 to undertake the construction work of Swimming Pool at an estimated cost of Rs. 240.76 lacs. In response to our letter No. CC/7304-08 dated 10.07.2008, the Chief Engineer (NZ-I), CPWD, Chandigarh sent an estimate for the above said work for an amount of Rs. 3,96,75,800/- including Civil, Public Health and Electricals works vide letter no.23(390) SE(P)/EE(PH)/1657 dated 31.07.2008, but the CPWD did not take up the work and thus this Institute decided to withdraw this work from CPWD vide the office letter no. CC/0117 dated 29.10.2008 provided no financial implication is involved. On the withdrawal of the work from CPWD, the CPWD demanded a sum of Rs. 1,98,379/- from NIT, Kurukshetra on a/c of charges for the preparation of estimate and drawings vide letter no. 54(466)/KCD/2008/5103 dated 27.11.2008.

In this regard, a meeting with Sh. D.S. Sangwan, Executive Engineer, CPWD was held on 23.12.2008, who assured to start the work within 3 months after the receipt of administrative approval. The Director agreed to reengage CPWD for the



construction of Swimming Pool. Accordingly, approval was taken from the Director and Chairman of B&WC. After that the execution of work was communicated to CPWD, Karnal office Vide the office letter no. 458 dated 15.01.2009. As per CPWD process, the work was allotted to the executing agency for execution of work vide letter no. 54(496)/KCD/2348 dated 18.01.2009. It was expected that as per MOU guidelines the work will be carried out by CPWD. The MOU between CPWD and Institute states that the CPWD will undertake the execution of the works after the design and drawings prepared by CPWD approved by the client.

Whereas the CPWD have agreed to undertake the execution of the works hereafter on the basis of designs and drawings prepared by CPWD and approved by the client as a deposit work, now therefore it is agreed between the two parties that: -

1. The CPWD shall execute the work on the basis of Architectural drawings prepared by CPWD and approved by the client.
2. The Preliminary Estimate, based on the preliminary drawings & designs shall be submitted by CPWD and approved by the client with issue of A/A & E/S.
3. Based on the Approved Architectural drawings, CPWD will prepare working drawings, specifications & scope of work for detailed estimate for approval of the authority competent to technically sanction the detailed estimate.

It is relevant to mention that the working drawings, specifications & scope of work for detailed estimate prepared by the CPWD were not sanctioned by the authority of the institute and nor involved in the sanctioning process. The agreement between the CPWD and the executing party has not been discussed with the institute at any level.

Later on cost estimate received from CPWD for an amount of Rs. 3,96,75,800/- was approved by the B&WC in its 10th meeting held on 19.02.2009 vide item no. 10.4 without having any detailed specification of the items. Subsequently, approved by FC in its 15th meeting held on 21.02.2009 and BoG in its 15th 18.05.2009. The copies of the letter and minutes are enclosed as Annexure BWC.C1 (i) from pages 7 to 12.

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The Executive Engineer (Civil), CPWD intimated vide letter no. 54(NIT)/KCD/2012/278 dated 05.02.2013 that the work has been completed and testing work is in progress and also requested the Institute to conduct the inspection of work for taking over the Swimming Pool. The Inspection Committee duly constituted by the competent authority of the institute was intimated vide letter no. CC/60 dated 22.02.2013 to conduct the inspection of the said work. Accordingly, inspection of the work was conducted on dated 28.02.2013 by the Inspection Committee. The shortcomings/observations made by the Inspection Committee were conveyed to the CPWD for rectification vide letter no. CC/98/2035 dated 28.03.2013. The compliance of the shortcomings/observations pointed out by the Inspection Committee was made by the CPWD as stated in letter No. 54(NIT)/PS/KCD/2013/ dated 20.12.2013.

Accordingly, the Inspection Committee inspected the work again on 03.01.2014. During the inspection it was found that the observations pointed out in the previous inspection visit have been attended by the CPWD. The final inspection report of the Inspection Committee was submitted. The committee had also observed that the work of Swimming Pool building is complete and it can be taken over by the Institute.

Further, the Executive Engineer (Civil), CPWD submitted the inventory, architectural/structural drawings vide letter no. 20(NIT)/KCD/2014/248 dated 22.01.2014. Accordingly, the swimming pool was handed over to Presidents Sports (Boys & Girls) vide letter no. CC/3169/25 dated 23.01.2014. After that CPWD submitted a copy of final bill & final utilization certificate of Rs.3,98,04,808/- vide letters no. 54(NIT)/KCD/4030 dated 04.10.2016 & 64(NIT)/KCD/2016/6038 dated 28.12.2016.

In this regard, the final payment of Rs.7,28,808/- has been released on dated 10.03.2017 as per final utilization certificate.

Thereafter, a letter has been received from Executive Engineer (Civil), CPWD vide no. 54(NIT)/CD/2021/987 dated 29.05.2021 regarding matter of arbitration between M/s. Chiranjee Lal Gupta & Sons (P) Ltd. & the CPWD Union of India for the work Construction of Swimming Pool. It is stated that the agency of the above work

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has gone into arbitration for settlement of certain disputes which have arisen in the above mentioned work and accordingly, an Arbitrator has been appointed by the competent authority of CPWD. The payment of arbitration fees will be made from the funds of NIT available with the department. The total amount claimed by the agency is Rs. 2,39,04,538/-. The copies of the letters are enclosed as Annexure BWC.C1 (ii) from pages 13 to 14.

In the reply of the above letter, the Institute had sent a letter to Executive Engineer (Civil), CPWD vide no. CC/3169/304/1940 dated 15.06.2021, requested not to make any payment towards arbitration fees from the funds of NIT available with CPWD without prior permission of the Competent Authority of the Institute. In response to above, the Executive Engineer (Civil) CPWD intimated vide letter no. 54(NIT)CD/2021/1121 dated 17.06.2021 mentioning Clause 7.13 of MoU between CPWD & NIT Kurukshetra as reproduced below:

"Funds for making payment of all amounts which may be decreed by Court of Law, tribunal or by award of an Arbitrator in relation to the deposit work will be made available to CPWD by the client department within 15 days from the date of receipt of such demand as aforesaid from CPWD. Such payments will be in addition to the payments made to the contractors for execution of work."

The Executive Engineer (Civil), CPWD also requested to look into the matter and to grant permission to the office for making the payment of arbitration fees from the funds of the NIT as per the MoU conditions stated above. Further, it is also mentioned in the letter that out of the total arbitration fees 50% of the fees is to be paid by the claimant i.e. the agency and rest 50% by the respondent i.e. CPWD from the funds of the client department i.e. NIT.

Further, it is also apprised that the work had already been completed and handed over about 7 years back to Presidents Sports (Boys & Girls) of the Institute. Also the final payment had been released as per final Bill/UC about 4 years back and the facility is under use of the Institute. The issue of arbitration has been raised by the contractor/agency requesting to CPWD to appoint an Arbitrator in this case.

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Hence, in the light of the above facts, a legal opinion was obtained from the Legal Counsel of the Institute Sh. Amarjit Singh Virk, Advocate, Punjab & Haryana High Court, Chandigarh, and, the remarks of the Legal Opinion is as under:

"In my considered opinion, the CPWD can't require the NITK to pay any amount towards arbitration proceedings nor the CPWD can deduct any amount from the funds of NITK lying with the CPWD, towards fees of Arbitrator to be paid in advance as the sole responsibility of pursuing the arbitration proceedings is of CPWD, at best the CPWD can raise demand from NITK only after, if any award is passed by the Arbitrator but before that the CPWD can't require the NITK to pay any amount towards Arbitration proceedings nor deduct any such amount towards fees to be paid to Arbitrator from the funds of NITK lying with the CPWD".

The above said legal opinion received from the Legal Counsel of the Institute Sh. A.S. Virk, Advocate, Punjab & Haryana High Court, Chandigarh was conveyed to Executive Engineer (Civil), CPWD, NDRI Campus, Near State Bank of India, Karnal vide letter no. CC/3169/521/3074 dated 02.09.2021. In response to above referred letter, Superintending Engineer (Civil), CPWD, Karnal intimated vide letter no. 23(ARB-CLG)/SE-Karnal/2021/912 dated 20.09.2021, that "funds for making payment of all amount as decreed by Arbitral Tribunal or by Court of Law will be made available to CPWD by client department...". If the funds are not made available against any kind of decision of Arbitral Tribunal or so, there may be over-burden of extra amount in shape of interest on Government. Such kind of inevitable consequences can be prevented only if the timely payment is made by client to CPWD. In this regard the above said legal opinion received from the Legal Counsel of the Institute Sh. A.S. Virk, Advocate, Punjab & Haryana High Court, Chandigarh was again conveyed to Executive Engineer (Civil), CPWD, NDRI Campus, near State Bank of India vide letter no. CC/3169/598/4153 dated 01.10.2021.

Further, the matter regarding arbitration cases for the works of construction of 300 seater multi-purpose boys hostel including 100 suits for foreign students, research scholars and married PG Students (Multi-storeyed framed structure) (Ground Floor +5) and construction of Swimming Pool were put up before the Building & Works Committee in its 27th meeting held on 19.01.2022 vide items no.

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BWC 27.12. The B&WC resolved that "before releasing payment of any arbitration amount, the matter shall be brought before the B&WC for approval in time".

Now, the Executive Engineer (Civil), CPWD, Karnal had intimated through letter dated 14.02.2022 that the award has been published by the Sole Arbitrator, J.S. Sharma on 10.02.2022 as mentioned below:

"The respondents to pay Rs. 17,85,468/- + Recoupment of GST as per actual payment to the Claimants. This amount should be paid within 100 days of receipt of the award by Respondents failing which future simple interest is payable @ 8% per annum on the awarded amount from the date of making award till the date of payment".

The above said matter was put up before the competent authority of the Institute for approval to put up in the ensuing B&WC. Accordingly, the same was approved to put up in the Building & Works Committee in its ensuing meeting. The copies of Letters dated 14.02.2022 and 14.03.2022 are enclosed as Annexure BWC.C1 (iii) from pages 15 to 16.

In view of the above, the matter is an urgent in nature and the next meeting of the Building & Works Committee is not likely to be held shortly. Therefore, it is proposed that "agenda may be considered and approval may kindly be accorded for the Arbitration award amount of Rs. 19,99,724/- (Rs. 17,85,468/- + Rs. 2,14,256/- (12% GST on award amount)) for payment to CPWD for the construction of Swimming Pool at NIT, Kurukshetra. Further, the minutes of the agenda may also be confirmed. The matter will be reported to the Building & Works Committee in its next meeting."

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NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119

ESTATE SECTION

Diary No. 776

Dated 3/6/22

Dated: 02.06.2022

HRK / B&W Committee / 1721

The Building and Works Committee of the Institute on its Circulation Agenda dated 02.06.2022 has decided under:

To consider and approve the Arbitration award amount for payment to CPWD in the arbitration case between M/s. Chiranji Lal Gupta & Sons (P) Ltd. Vs Union of India regarding construction of Swimming Pool at NIT, Kurukshetra.

"The Building and Works Committee considered and approved the Arbitration award amount of Rs. 19,99,724/- (Rs. 17,85,468/- + Rs. 2,14,256/- (12% GST on award amount)) for payment to CPWD for the construction of Swimming Pool at NIT, Kurukshetra. Further, the B&WC confirmed the minutes of this agenda item. The matter be placed before the Building and Works Committee in its next meeting for ratification."

This is for your reference, record and further necessary action in the matter.

Encl: Agenda Item

[Signature]
Registrar (I/C)

Prof. I/c (Estate & Construction)

Fac I/c (E&C), Fac I/c (E&T)

[Signature]
03/06/22

[Signature]
07-06-22

[Signature]
15.06.2022

[Signature]
JE (E)

SS(A)

[Signature]
03/06/22

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136119**

No.Gen.-I/3711/1722

Dated:02.06.2022

Approval of the competent authority is hereby conveyed to release amount of Rs. 20,49,247/- (Rupees Twenty Lac Forty Nine Thousand Two Hundred Forty Seven only) to Executive Engineer (Civil), CPWD, Karnal for the payment of Arbitration award for the construction of Swimming Pool at NIT, Kurukshetra.


Registrar Incharge 02/06/22

Prof.-in-Charge (Accounts)

Copy to:-

1. Prof.-in-Charge (Estate & Construction).

Subject: Matter of arbitration between M/s Chiranji Lal Gupta & Sons (P) Ltd. Vs Union of India regarding construction of Swimming Pool at NIT, Kurukshetra.

An agenda item regarding arbitration award in the arbitration case between M/s Chiranji Lal Gupta & Sons Pvt. Ltd. Vs Union of India for the construction of swimming pool at NIT, Kurukshetra was circulated through to all the Hon'ble members of the Building & Works Committee (B&WC) on 11.05.2022 and the minutes of the same was circulated on 12.05.2022 with a request to send the comments, if any, on the above referred minutes within 7 days. If no comments are received within this period, it would be presumed that the member is agree with the minutes as recorded, and action will be initiated to implement the same. The due date for the receipt of the comments was 18.05.2022.

The minutes of the circulation agenda of the Building & Works Committee is as under:

"The Building and Works Committee considered and approved the Arbitration award amount of Rs.19,99,724/- (Rs.17,85,468/- + Rs. 2,14,256/- (12% GST on award amount)) for payment to CPWD for the construction of Swimming Pool at NIT, Kurukshetra. Further, the B&WC confirmed the minutes of this agenda item. The matter be placed before the Building and Works Committee in its next meeting for ratification."

In this context, it is stated that no comments have been received from any member of the B&WC. On 18.05.2022 evening, a phone call was received from the Under Secretary (NITs) regarding to discuss this agenda item with the Director (NITs), Ministry of Education, New Delhi. At the time of discussion, It was informed that all the relevant documents in respect of the above arbitration case are required for the perusal of the competent authority of the Ministry. Accordingly, the relevant documents as available in the Institute and also in the office of CPWD were sent to the Ministry for reference. Being a financial matter, the same was required the approval of the B&WC.

Further, the Ministry had also informed that to complete the above procedure at least two months time period is required. A letter may also be sent to concerned authority of the CPWD from the Institute with a request to allow at least two months time for the release of funds in the matter of arbitration between M/s Chiranji Lal Gupta & Sons (P) Ltd. Vs Union of India regarding construction of Swimming Pool at NIT, Kurukshetra.

Accordingly, as per the approval on pre-page, a letter vide No Gen.-I/3822/1574 dated 19.05.2022 along with relevant documents was sent to Director (NITs), Ministry of Education, Department of Higher Education, New Delhi w.r.t. the circulation agenda dated 10.05.2022 of the Building & Works Committee, NIT, Kurukshetra.

Further, a letter vide No.Gen.-I/3822/1577 dated 19.05.2022 was also sent to Superintending Engineer-Karnal with a request for extension of two months time for the release of funds in the matter of arbitration case between M/s Chiranji Lal Gupta & Sons Pvt. Ltd Vs Union of India for the construction of swimming pool at NIT, Kurukshetra.

Contd.....N/

In response to the above letter of the Institute, a letter vide No.23(ARB-CLG)/SE-Karnal/2022/581 dated 23.05.2022 was received from Superintending Engineer, CPWD, Karnal. In this letter, it has been mentioned that now when the time period of 100 days was almost over your letter dated 19.05.2022 was received in which 2 months extension has been sought for. As on date total payment works out to be Rs.17,85,468/- + Rs.40,307/- (approx) + GST @12%. He has requested that the payment of the arbitration award may now be released along with the interest as calculated above. This interest may be calculated at your end as applicable on the date on which payment is released. It is therefore requested that an immediate action on the payment of the arbitration award may please be taken and payment may be released at the earliest as the post award interest liability has now begun which will be an extra burden on the Government ex-chequer.

In response to letter dated 19.05.2022, a letter F.No.10-1/2022-TS.III dated 01.06.2022 was received from Under Secretary (NITs), Govt. of India, Ministry of Education, Department of Higher Education, New Delhi. In this letter the Ministry has mentioned the following comments:

"As gathered from Registrar, NIT, Kurukshetra, the agency has gone for arbitration 06 months ago and CPWD vide letter dated 14.02.2022 has intimated that the award has been published by the Sole Arbitrator on 10.02.2020 to pay a sum of Rs.17,85,468 + GST only within 100 days out of Rs. 2,39,04,538/- as claimed by the Agency.

And as per clause No.7.13 of MoU signed between CPWD and NIT, Kurukshetra, the amount has to be paid by the Institute.

May be considered."

In view of the above comments of the Ministry dated 01.06.2022, the minutes of the circulation agenda of the Building & Works Committee has been confirmed by the Competent Authority of the Institute and issued for further necessary action.

As per the decision of the Building and Works Committee w.r.t Ministry of Education comments vide letter dated 01.06.2022, the calculation for the payment of Arbitration award for the construction of Swimming Pool at NIT, Kurukshetra for an amount of Rs. Rs.17,85,468/- + Rs.44,217/- towards simple interest @8% for 113 days from the date of award upto 02.06.2022 + GST @12% = total amount of Rs. 20,49,247/-

In view of the above, it is proposed that the Hon'ble Director may accord approval to release the award amount of Rs. 20,49,247/- to CPWD, Karnal for the construction of Swimming Pool. The approval so accorded may be conveyed to the Accounts Section for the release of payment to Executive Engineer (Civil), CPWD, Karnal.

Submitted for approval please.

[Signature]
Registrar Incharge

[Signature]
Director

[Signature]
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02/06/22
Pg. 1/2 (520)

REGISTRAR OFFICE
Diary No. 1037
Dt. 02.06.22