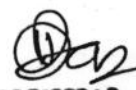


HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR (C.G.)

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MEETING OF FINANCE COMMITTEE MEETING DATED 06.09.2012

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RAIPUR (C.G.)

HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR (C.G.)

AGENDA FOR FINANCE COMMITTEE MEETING DATED 06.09.2012

Sl.	Agenda Item
1.	Perusal and approval of the minutes of the Finance Committee meeting dated 29.08.2012
2.	Issue of Balance Payment to M/s. NCCL
3.	Construction of Vice-Chancellor's Bungalow and other allied works.
4.	Any other matter with the permission of the Chair.


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HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR (C.G.)

NOTES ON AGENDA FOR THE FINANCE COMMITTEE MEETING DATED 06.09.2012

Sl.	Agenda Item
1.	<p><u>Perusal and approval of the minutes of the Finance Committee meeting dated 29.08.2012</u></p> <p>Notes: Minutes of the Finance Committee meeting dated 29.08.2012 are placed for perusal and approval.</p>
2.	<p><u>Issue of Balance Payment to M/s. NCCL.</u></p> <p>Notes: On the issue of Balance payment to M/s. NCCL, the Finance Committee in its meeting dated 24.09.2011 recommended to the Executive Council as under:</p> <ol style="list-style-type: none">(1) That there is no provision in the contract agreement executed between HNLU and NCCL for payment of interest and other charges to contractor on outstanding payments. Hence, payment on this account cannot be considered. Intimation to this effect may be given to M/s. NCCL.(2) During the execution of work the Engineers of PWD deputed for the purpose as Engineer-in-Charge have scrutinized and certified the bills submitted by M/s. NCCL upto 30th June 2009 for Rs.8,90,83,628/- (Rupees Eight Crores Ninety Lacs Eighty Three Thousand Six Hundred and Twenty Eight) out of which Rs.4,58,00,000/- (Rupees Four Crores Fifty Eight Lacs) have been paid to M/s. NCCL. As such, the Finance Committee recommends payment of balance amount of Rs.4,32,83,628/- (Rupees Four Crores Thirty Two Lacs Eighty Three Thousand Six Hundred and Twenty Eight) to M/s. NCCL, Hyderabad against the bills certified/verified by Engineer-in-Charge (i.e. Certified/verified by P.W.D.)(3) The claim/bill of M/s. NCCL for Rs.1.70 Crores against R.A. Bill No. 23 for work done upto 30.09.2009 is yet to be verified/certified by the Engineer-in-Charge, hence the same may be got examined at an earliest.(4) The Finance Committee also recommends that the imposition of penalty does not seem to be admissible. It is because of the fact that the Office of the Chief Engineer, P.W.D., Government of Chhattisgarh vide its letter No.41688097/Sa/09 dated 30.07.2009 states that the University can impose penalty at its discretion as per contract agreement but the contract agreement does not provide for any kind of penalty. However, the same may be looked into and decided accordingly by the Vice-Chancellor. <p>The recommendations of the Finance Committee meeting dated 24.09.2011 were placed before the Executive Council in its meeting dated 17.12.2011, wherein the Executive Council decided as under:</p> <ol style="list-style-type: none">A. A Law firm dealing in such matters may be identified by the Vice-Chancellor and report/opinion may be taken from the Law firm as regards the claim of M/s. NCCL.B. The Law firm may be provided detailed information right from the tender process, contract agreement, correspondences with the construction company/other agencies involved in the monitoring of the construction work/processing/verifying the bills of the construction company, payments made from time to time against Running Bills, Escalation Bills of the construction company.C. The report/opinion of the Law firm may be placed before the Finance Committee.

- D. The recommendations of the Finance Committee alongwith report/opinion of the law firm may be placed before the Executive Council for further necessary action.
- E. The Vice-Chancellor is requested to take appropriate steps in this regard.

Accordingly, Law firm dealing in such matters was identified and provided with detailed information right from the tender process, contract agreement, correspondences with the construction company/other agencies involved in the monitoring of the construction work/processing/verifying the bills of the construction company, payments made from time to time against Running Bills, Escalation Bills of the construction company.

The Law firm has submitted its report/opinion. The report/opinion of the Law Firm is in agreement with the above recommendations of the Finance Committee meeting dated 24.09.2011. However, the report/opinion of the Law Firm also mentions that payment to M/s. NCCL may be made subject to rectification of the defects as already pointed out to the firm by the University.

The following major defects/pending works were pointed out to M/s. NCCL by the University:

1. 16 Nos. faculty quarters were pending for completion.
2. 08 Nos. Class-IV quarters were pending for completion (04 towards Girls Hostel and 04 Towards Boys Hostel).
3. Preventive measures for checking entry of rainwater and insects in girls and boys hostels by affixing polymer sheets and mosquito wire mesh in hostel lobby grills.
4. Expansion joint treatment and roof treatment in buildings as per requirement.
5. False ceiling repair work etc. as per requirement.

Following is the present status of major defects rectified/pending works completed by M/s. NCCL:

1. 16 Nos. faculty quarters have been completed.
2. 04 Nos. Class-IV quarters towards Girls Hostel have been completed, 04 Nos. Class IV quarters towards boys hostel are yet to be completed.
3. Preventive measures for checking entry of rainwater and insects in hostels, by affixing polymer sheets and mosquito wire mesh, has been completed in girls hostel and 70% completed in boys hostel, remaining work is expected to be completed soon.
4. Expansion joint treatment and roof treatment in buildings is yet to start.
5. False ceiling repair work is yet to start.

In view of the above, the matter is placed before the Finance Committee for perusal and making recommendations to the Executive Council, on the report/opinion of the Law Firm.

3. **Construction of Vice-Chancellor's Bungalow and other allied works.**

Notes:

A continuous need has been felt for having Vice-Chancellor's Bungalow in the Campus. The matter regarding construction of Vice-Chancellor's Bungalow was placed in the Finance Committee meeting dated 17.08.2012. It was proposed to construct the Vice-Chancellor's Bungalow from out of the available balance State Government Capital Grant.

The Finance Committee in its meeting dated 17.08.2012 decided that the estimates for construction of Hon'ble Vice-Chancellor's bungalow must also include two additional rooms on terrace, additional servant quarter in the Vice-Chancellor's residential premises,

compound wall and external area development etc. After including the above additional work, the estimates may be verified by the Engineer and thereafter the matter may be placed before the Finance Committee.

As per the decision of the Finance Committee meeting dated 17.08.2012, the estimates for construction of Hon'ble Vice-Chancellor's bungalow were placed in the Finance Committee meeting dated 29.08.2012.

The Finance Committee in its meeting dated 29.08.2012 recommended that separate estimates for Hon'ble Vice-Chancellor's Bungalow, Servant Quarters annexed to it, Residential Office, Boundary Wall, Furniture and Fixtures, Furnishings may be got prepared and they may be got approved/recommended at an earliest from the Finance Committee by way of circulation of papers.

As per the decision of the Finance Committee meeting dated 29.08.2012, separate estimates for the above works have been got prepared and are placed before the Finance Committee for perusal and approval.

Details are as under:-

Sl.	Particulars	Estimates (Rs. In Lacs)
1.	Hon'ble V.C. Bungalow RCC & Civil Works	102.63
2.	Basic Interiors	50.82
3.	Camp Office	15.11
4.	Compound Wall	47.88
5.	Security Room & Car Shed	14.66
6.	Class IV Quarters	21.43
7.	External Development	34.05
8.	Architectural and Structural Design Services	17.19
9.	VAT @5% + Service Tax 4.944%, Labour Cess @ 1%, any taxes as applicable + Escalation as per existing contract	33.90
	Total	337.67

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

HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR (C.G.)
MINUTES OF THE FINANCE COMMITTEE MEETING DATED 29.08.2012

A meeting of the Finance Committee of the Hidayatullah National Law University took place at the Board Room of the University on 29.08.2012 at 3.00 p.m. The following members were present in the meeting:

1. Prof. (Dr.) Sukh Pal Singh, Hon'ble Vice-Chancellor, HNLU - Chairman
2. Shri R.S. Sharma, Addl. Secretary, Law & Legislative Affairs Department, Government of Chhattisgarh - Member
3. Shri S.K. Chakravarty, Deputy Secretary, Finance Department, Government of Chhattisgarh - Member
4. Dr. Hanumant Yadav, Faculty Member, HNLU - Member
5. Shri R.L. Masiya, Finance Officer, HNLU - Member
6. Shri Awadh Ram Sahu, Retd. D.G.M., SBI, Raipur (C.G.) - Member
7. Dr. Dipak Das, Associate Professor & Registrar Incharge, HNLU - Member Secretary.

After verifying the quorum, the following agenda items were taken up:

1.	<p>Perusal and approval of the minutes of Finance Committee meeting dated 17.08.2012.</p> <p><u>Notes:</u> Minutes of the Finance Committee meeting dated 17.08.2012 are placed for perusal and approval.</p> <p><u>Decision:</u> Minutes of the Finance Committee meeting dated 17.08.2012 were read and confirmed.</p>
2.	<p>Regarding Group Gratuity Scheme of LIC</p> <p><u>Notes:</u> The Payment of Gratuity Act, 1972 is applicable to the University w.e.f. the year 2003 as per the provisions contained in the PG Act, 1972. The matter was placed before the Finance Committee in its meeting dated 05.03.2011 and Executive Council meeting dated 12.03.2011 for obtaining the Compulsory Insurance (from LIC) for discharge of employer's liability as per provisions of the PG Act, 1972; wherein it was decided that Liability assessment may be got done and then the matter may be placed with initial financial implication before the Finance Committee. Liability assessment was got done from LIC of India for obtaining Compulsory Insurance for discharge of employer's liability. As per the assessment, the employer's initial contribution works out to Rs.37,21,533/- (Rupees Thirty Seven Lacs Twenty One Thousand Five Hundred and Thirty Three).</p> <p>The matter was placed in the Finance Committee meeting dated 17.08.2012 wherein it was decided that Group Gratuity Schemes of other Public Sector Insurance Companies may be examined, if any, on merits and the matter may be placed again before the Finance Committee. Accordingly, on thorough enquiry made on internet and further clarification sought from the Life Insurance Company of India, it has been found that LIC</p>

is the only public sector insurance company which is offering Group Gratuity Scheme. The Finance Committee is, therefore, requested to approve contribution to Group Gratuity Scheme of LIC and also approve the initial contribution of Rs.37,21,533/- (Rupees Thirty Seven Lacs Twenty One Thousand Five Hundred and Thirty Three) to be paid to LIC of India for obtaining Compulsory Insurance for discharge of employer's liability.

The matter is placed for perusal and decision as above.

Decision:

The Finance Committee recommended that the Group Gratuity Scheme of LIC of India or the New Pension Scheme introduced/approved by the Government of India and State Government, whichever is more beneficial for employees and also covers obtaining Compulsory Insurance for discharge of employer's liability as per Payment of Gratuity Act, 1972 may be adopted and subscribed to.

3. Regarding Additional Duty Allowance.

Notes:

It matter was placed before the Finance Committee in its meeting dated 17.08.2012 that there are various assignments other than routine duties and functions attached to various posts. Due to paucity of manpower and resources, some of the faculty and staff members are required to perform additional duties. It was, therefore, proposed that additional duty allowance may be paid for the following additional assignments involving excess labour, time, efforts and responsibilities in addition to the routine duties and functions related to various posts/assignments such as Registrar (Incharge), Controller of Examinations (Incharge), Warden Girls Hostel, Warden Boys Hostel, Proctorial Board, UGC Cell Incharge, University Printing Centre Incharge. Wherein, the Finance Committee decided that a formula for payment of Additional Duty Allowance may be worked out and the same may be placed in the next meeting of the Finance Committee.

Accordingly, it is proposed that Additional Duty Allowance @ 20% of the basic pay and the grade pay of the employee may be paid for the above posts/assignments subject to a minimum of Rs.5000/- p.m. and a maximum of Rs.10000/- p.m. The Proctorial Board may be paid Rs.7500/- p.m. which may be allocated among the members of the Proctorial Board by the Vice-Chancellor from time to time.

The matter is placed for perusal and approval.

Decision:

The Finance Committee recommended that Additional Duty Allowance as proposed above may be paid for performing additional duties. Additional Duty Allowance may be paid to a person if the additional duty is performed for a period of more than 15 days. The Additional Duty Allowance may be paid initially for a period of one year, which may be further extendable.

4. Creation of posts.

Notes:

It was placed before the Finance Committee in its meeting dated 17.08.2012 that Hidayatullah National Law University is a residential University wherein various support staff posts are essentially required for smooth functioning. The Finance Committee in its meeting dated 17.08.2012 decided that the actual requirement of manpower may be worked out and the matter may be placed in the next meeting of the Finance Committee with details, justification and financial implications.

Accordingly, the matter is placed as under:

- (1) Security Officer: Although the security services are being outsourced in the University, need is felt to have mechanism for cross-checking, monitoring and ensuring that the security agency engaged is performing its duties effectively and efficiently round the clock. The Security Officer will also escort the Vice-Chancellor for attending various functions/occasions, outside the campus, as per requirement. Hence, it is proposed that one post of Security Officer may be created.
- (2) Outsourcing Supervisor: The University also outsources housekeeping, security and allied services as per requirement. To monitor and control the work performance of the outsourcing agencies, it is proposed that one post of Outsourcing Supervisor may be created.
- (3) Driver-cum-Office Assistant and Motor Mechanic cum Driver: The University is having four buses, two ambulances, three cars, one jeep. In view of this, it is proposed that Nine posts of Driver-cum-Office Assistant and One Post of Motor Mechanic cum Driver may be created.
- (4) Library Attendant: The University is having three storied air-conditioned library building i.e. Ground Floor, First Floor and Second Floor. The student strength is continuously increasing. The Library functions in two shifts and one library attendant is required in all the three floors in both the shifts. Hence, looking to the requirement it is proposed that Six posts of Library Attendants may be created.
- (5) Field Assistant: For looking after the work related to dispatch and incidental works, it is proposed that One post of Field Assistant may be created.
- (6) Caretaker-cum-Office Assistant: Caretaker-cum-Office Assistants are required for looking after the Vice-Chancellor's residence and Guest House. It is, therefore, proposed that two posts of Caretaker-cum-Office Assistant may be created.
- (7) Cook-cum-Attendant: Cook-cum-Attendants are required for looking after the Vice-Chancellor's residence and Guest House in two shifts. It is, therefore, proposed that four posts of Cook-cum-Attendant may be created.
- (8) Gardener-cum-Attendant: The University is having a huge residential campus with plantations including the Vice-Chancellor's Bungalow and Guest House. For looking after the gardening work of the huge campus, it is proposed that Four posts of Gardener-cum-Attendant may be created.

The financial annual implication for creation of the above posts works out to Rs.63,25,465/- (Rupees Sixty Three Lacs Twenty Five Thousand Four Hundred and Sixty Five only) (Statement enclosed). Accordingly, it is proposed that the following support staff posts may be created for the smooth functioning of this residential University:

Name of the Post	Pay Band and Grade Pay	No. of posts
Security Officer	9300-34800 + G.P. 4200	1
Outsourcing Supervisor	5200-20200 + G.P. 2400	1
Driver-cum-Office Assistant	5200-20200 + G.P. 1900	9
Motor Mechanic cum Driver	5200-20200 + G.P. 1800	1
Library Attendant	5200-20200 + G.P. 1800	6
Field Assistant	5200-20200 + G.P. 1800	1
Caretaker-cum-Office Assistant	4440-7440 + G.P. 1300	2
Cook-cum-Attendant	4440-7440 + G.P. 1300	4
Gardener-cum-Attendant	4440-7440 + G.P. 1300	4
		29

It is also proposed that the above posts may be filled up as per requirement from time to time, subject to availability of funds.

The matter is placed for perusal and approval.

Decision:

After detailed deliberations, the Finance Committee recommended for creation of the following posts:

Name of the Post	Pay Band and Grade Pay	No. of posts
Security Officer	9300-34800 + G.P. 4200	1
Outsourcing Supervisor	5200-20200 + G.P. 2400	1
Driver-cum-Office Assistant	5200-20200 + G.P. 1900	9
Motor Mechanic cum Driver	5200-20200 + G.P. 1800	1
Library Attendant	5200-20200 + G.P. 1800	9
Field Assistant	5200-20200 + G.P. 1800	1
Caretaker-cum-Office Assistant	4440-7440 + G.P. 1300	2
Cook-cum-Attendant	4440-7440 + G.P. 1300	4
Gardener-cum-Attendant	4440-7440 + G.P. 1300	4
		32

5. Perusal and approval of the status of payments made from State Government Grant for various construction/development activities. Perusal and approval of the proposed activities to be carried out from the balance State Government grant for completion of the University Campus.

Notes:

(A) The Hidayatullah National Law University, Raipur has received a total grant of Rs.6166.42 Lacs for the period 2003-04 to 2011-12 for various purposes as under:

Capital Grant received from State Government for the period 2003-04 to 2011-12		
Year	Particulars	(Rs. In Lacs)
2005-06	Building Grant for HNLU, Raipur	1000.00
2006-07	Building Grant for HNLU, Raipur	1000.00

2006-07	Building Grant for Bilaspur Centre	450.00
2007-08	Construction of Class Rooms for HNLU, Raipur	16.42
2007-08	Building Grant for HNLU, Raipur	2000.00
2008-09	Addl. Construction work for completion of campus	1700.00
	Total	6166.42

(B) Out of the above grant State Govt. Capital Grant of Rs.6166.42 Lacs,

Sl.	Particulars	(Rs. In Lacs)
(1)	Grant has been utilized/works have been undertaken	4815.24
(2)	There are claims of M/s. NCCL towards R.A. Bills and Escalation Bill No.006	602.87
(3)	Works recommended for approval by F.C. in its meeting dated 07.12.2011	143.36
(4)	Works recommended for approval by F.C. in its meeting dated 17.08.2012.	216.91
		5778.38

(C) From the available balance State Government Capital of Rs.388.04 Lacs (Rs.6166.42 Lacs – Rs.5778.38 Lacs), the University proposes to further undertake the following activities estimated for Rs.348.56 Lacs:

Sl.	Particulars	(Rs. in Lacs)
1	Construction of Hon'ble Vice-Chancellor Bungalow	337.36
2	Construction of Chabutra and Sheds for Staff Quarters	11.20
		348.56

The above estimates have been checked and verified by the Engineer. Accordingly, the matter is placed for perusal and approval as above to proceed further.

Decision:

- (1) The Finance Committee perused and approved the status of payments made from State Government Grant for various construction/development activities and also perused and approved the proposed activities to be carried out from the balance State Government grant for completion of the University Campus as mentioned at Sl.No.(A) and (B) above.
- (2) The Finance Committee recommended construction of Chabutra and Sheds for Staff Quarters estimated to cost Rs.11.20 Lacs as proposed at Sl.No. (C) above.
- (3) The Finance Committee recommended that separate estimates for Hon'ble Vice-Chancellor's Bungalow, Servant Quarters annexed to it, Residential Office, Boundary Wall, Furniture and Fixtures, Furnishings may be got prepared and they may be got approved/recommended at an earliest from the Finance Committee by way of circulation of papers.

6. Audit report of the Chartered Accountant for the F.Y. 2011-12 placed for perusal.

Notes:

The Audit report of the Chartered Accountant for the F.Y. 2011-12 was placed before the Finance Committee in its meeting dated 17.08.2012 wherein it was decided that the matter may be placed with details in the next meeting. Accordingly, the Audit report of the Chartered Accountant for the F.Y. 2011-12 is placed before the Finance Committee

along with status on the notes on accounts annexed to the Audit Report:

- (1) Sl.No. 7(a) pertains to outstanding advances and dues against Mr. A.K. Dubey, Mr. Shriniwas Rao, Mr. J.K. Goyal, Mr. Satyendra Kujur and Mr. Visnath Kurrey has been taken up in the Finance Committee meeting dated 17.08.2012.
- (2) Sl.No. 8 pertains to verification of fixed assets. An internal committee of officers and faculty members of the University has already been constituted. Physical verification of the fixed assets of the University is going on. On completion of the physical verification, the physical verification report will be placed before the University authorities.
- (3) Sl.No. 9 pertains to accounting entry of Electricity Security Deposit paid to CSEB in books of accounts. The same will be rectified as per accounting principles as pointed out by the C.A. in his report.
- (4) Sl.No.10 pertains to amount of Rs.25000/- advanced to Mr. Yogesh Muthereja for organizing student event Lextronica in the University. However, the bills are yet to be submitted by the organizer for adjustment of the advance. Steps are being taken up for collecting the bills/vouchers pertaining to the event for adjustment of advance.
- (5) Sl.No. 11 pertains to Staff Advances/dues against Mr. Kaveesh Chhajed, Mr. Prasenjit Kundu and Ms. Ritu Sharma. Efforts are being made for recovering the dues/advances outstanding against the staff members.
- (6) Sl.No. 12 pertains to the long outstanding non-recovered security deposits, given to the flat owners at Didwania Complex, Raipur for the flats hired by the University for the purpose of boys hostel in June 2008 @ Rs.5000/- p.m. per flat. Total 43 flats were hired in Didwania Complex, Raipur from various flat owners. Two months security deposit was given in advance to each flat owner. The agreement was executed with flat owners for hiring the flats for a period of 11 months. The agreement expired in April 2009. However, the flats were in possession of the University till May 2009. In the month end May 2009, decision was taken by the University to immediately vacate the flats at Didwania Complex, Raipur in view of immediate shifting to University's own campus. Against the security deposit of Rs.10000/- towards each flat, the rent for the month of May 2009 and electricity bills for the month of May 2009 was also adjusted by the flat owners. A special camp was also arranged by the University in Didwania Complex, Raipur for settlement of dues and adjustment of security deposit with the flat owners in the month of June 2009 by publishing Public notices in newspapers. As against total security deposit of Rs.4,17,806/-, an amount of Rs.2,53,799/- has been settled/adjusted against the security deposit. Rs.1,65,508/- remained outstanding against the Security deposit owing to heavy counterclaims of the flat owners towards damages to their flats such as damage to painting, sanitary and electrical items, window panes and other damages. Notices have been issued to the flat owners from time to time in the year 2009, 2010, 2011 and 2012. However, the outstanding amount could not be recovered owing to heavy counterclaims by the flat owners. Now, the matter is time barred and the recovery is not forthcoming despite various efforts. Since it seems very



	<p>difficult/impossible to recover these dues owing to heavy counter claims and the matter has become time barred, hence it is proposed to write off these outstanding dues.</p> <p>(7) Sl.No.13 pertains to reflection of entry in the books of accounts regarding the Minority Account opened by the University with State Bank of Indore for receiving scholarship of Minority students.</p> <p>(8) Sl.No.14 pertains to non-deduction of TDS from M/s. Naresh Sahu Travels, Raipur and M/s. Kwaliti Foods, Raipur. These vendors are regular service providers from which non-deducted TDS will be deducted from their future bills and remitted to IT Department.</p> <p>Decision:</p> <p>(A) The Finance Committee perused the status and recommended approval to the University's proposals as mentioned at Sl.No.6(1) to 6(8) as above.</p> <p>(B) The Finance Committee recommended that immediate necessary steps may be taken to claim refund of TDS receivable from the Income Tax Department appearing under the head "Other Current Assets" in the audit report of the C.A. for the F.Y. 2011-12.</p>
7.	<p><u>Any other matter with the permission of the chair.</u></p> <p>It was placed before the Finance Committee in the meeting dated 29.08.2012 that at present there is no person appointed as Cook for Hon'ble Vice-Chancellor's residence. One Library Attendant is performing his duties in the Library as well as working as Cook for Hon'ble Vice-Chancellor's residence. It was proposed that Additional Duty Allowance may also be paid to him.</p> <p>Decision:</p> <p>The Finance Committee recommended that Additional Duty Allowance of Rs.3000/- p.m. may be paid for the additional duty of cook if the additional duty is performed for a period of more than 15 days. The Additional Duty Allowance may be paid initially for a period of one year, which may be further extendable.</p>

The meeting concluded with Vote of Thanks to the Chair.


REGISTRAR
 HIRANATHULAKSHI NATIONAL LAW UNIVERSITY
 RAIPUR (C.G.)

COMPREHENSIVE REPORT

on Design and Construction work at

HIDAYATULLAH NATIONAL LAW UNIVERSITY CAMPUS

**Village-Uparwara, Taluka-Abhanpur,
District- Raipur, Chhattisgarh**

This has reference to your letter dated 14th March, 2012 wherein you have expressed your interest by selecting our law firm for providing a detailed comprehensive report on the design and construction work carried out in the University campus at Hidayatullah National Law University (hereinafter referred to as HNLU) and also regarding the payment of balance amount claimed by M/s. Nagarjuna Construction Company Limited (hereinafter referred to as the Contractor) towards the construction work of the buildings carried out in the University campus. Subsequently, our Senior Partner Mr. Ashwini Kumar together with Advocate Assistant Mr. Saptarshi Ghosh personally visited the University Campus at Raipur, seen the work carried out and perused the entire records comprising the Hidayatullah National University of Law, Chhattisgarh Act of 2003, tender form, contract agreement, correspondence, bills, minutes of the Executive Council and Finance committee and all other relevant records which are pertinent to the contract signed between HNLU and the Contractor for construction of the University campus.

Based on the abovementioned documents and our visit, our opinion on the pending issues is as follows:

1. HNLU is established and incorporated through Hidayatullah National University of Law, Chhattisgarh Act of 2003 for the purpose of advancement of learning, research, and diffusion of knowledge in the field of law and allied science and also to cater to the needs of the society by developing legal professional skills in lawyers and to train person intending

to take up advocacy, judicial services, law officers/managers and matters incidental thereto. For achieving the above purpose the university decided to float tenders through press notice inviting offers from reputed firms on turn-key basis to design and construct "Law University at Tuta Village, near Raipur" with tentative cost of the project being 35 crores. The scope of work as mentioned in the tender form includes:

- a) RCC framed three storied Academic building consisting of Auditorium, library, class rooms faculty etc.
- b) Other ancillary buildings like Girls and Boys hostels, dinning Hall and Staff quarters etc.

Time allowed for the completion of project was 14 months and the Earnest Money to be deposited for the project was Rs.35 Lakhs in the form of bank guarantee from Nationalized Bank. After receiving the financial bids the tender committee in the meeting held on 1st May, 2004 approved the lowest bid submitted by M/s. Nagarjuna Construction Company Limited. The cost offered for completing the entire project as mentioned in the tender was Rs.39,60,05,100/-. On 3rd May, 2004 letter of Acceptance was given to the contractor with cost of construction as Rs.39,20,45,049/- after discount of 1%. Thereafter on 4th May, 2004 the Contractor was handed over the site containing 70.77 acres of land for the construction of the University campus and on 20th May, 2004 an agreement was executed between the Registrar of HNLU and the General Manager of the Contractor company for construction of the University campus as per the terms and conditions of General and Special contract as laid down in the tender form. *As it is a turnkey project the entire design, layout has to be supplied by the contractor and the legal responsibility for the design, layout suitability and performance of the work after completion of the project will be made to rest on the contractor.* Based on the above principle the drawings, design and layout was submitted to Engineer-in-charge, PMC for approval which were approved on 28/08/2004 and work order was issued on 30/08/2004.

The construction work started at Tuta Village- Raipur but it appears from the agenda of meeting of Executive Council on 7th May, 2005 that the progress of the Capital area is not matching with the requirement of the University and the chances of availability of the basic infrastructure facilities at the present site Tuta Village-Raipur were also meager, and a new site for construction of the university was proposed through the same contractor with the same conditions of the approved tender and accordingly

in the Executive Council meeting held on 14th October, 2006 it was unanimously decided to defer construction at the Tuta site and request government to grant land admeasuring 63.52 aces at village Uparwara and further acquire 45 acres of adjacent land by private land by exchange or compulsory acquisition for the University. It was also informed in the meeting that if the same site is continued as per the contract the University will be required to bear the expenditure for retention wall and filling of lowland and the same is not covered in the scope of the work of the Contractor. It was also discussed in the Executive Council meeting that the change in site will not hamper the interest of the University because the Contractor will not claim any compensation for the work already done at the existing site and the Contractor also assured to complete the project in stipulated time and money as per the norms of contract.

2 (a). It is not in dispute that as per clause 8 of the General conditions of the contract "Mobilization Advance" has to be paid to the contractor which is an amount of 10% of the Contract value shall be given as mobilization advance, interest free, if required against Guarantee from Nationalized Bank or on purchase of equipment and machinery". The Contractor vide its letter no NCCL/HNLU-R/001/2006-07 dated 29th May, 2006 submitted Bank Guarantees for a total amount of Rs.3,92,04,505/-. The Contractor in its letter no. NCCL/HNLU/0809/159 dated 3rd November, 2008 addressed to the Registrar of the University had annexed a statement of Mobilization Advance paid to them on 7th June, 2004, 13th July, 2004, 28th July, 2004 and 9th June, 2006 amounting to Rs.3,92,00,000/-. The receipt of mobilization advance is admitted by the Contractor and there is no dispute regarding the same. Even the Engineer-in-charge of the HNLU Building Project of University in its letter dated 16th August, 2007 addressed to the Contractor has stated that an amount of Rs.392 Lakhs as mobilization advance was paid to the Contractor till 9th June, 2006. The Finance committee meeting dated 24th September 2011 has annexed documents to its minutes which reflects document pertaining to payment made to the Contractor and it reveals that Mobilization Advance has been paid to the contractor in four installments.

2(b). The mobilization advance amounting to Rs.392 Lakhs which was initially paid to the Contractor was recovered from R.A. Bill nos. 4 to 13

and hence the issue is settled regarding recovery of mobilization advance from the contractor and there is no need to provide any utilization certificate regarding the same to the University. Also the University cannot claim any interest on mobilization advance as it was provided on interest free basis to the contractor as per Clause no.8 of the General conditions of the contract.

3. Regarding the submission and payment of bills to the Contractor we have reviewed the bills, the extracts certifying the payment of the bills and various spreadsheets prepared by both the HNLU and the Contractor and our view on the same is as under :

- **Running Account Bill No. 1** : The first bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/001/04-05 dated 9th November, 2006 to the Engineer-In-Charge of the University the bill pertains to supply of drawings of building work. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.43,12,495/-. An amount of Rs.3,98,647/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244% and Sale Tax @ 2% . The net amount payable for the first bill was Rs.39,13,848/- which was paid vide Cheque no. 067654 dated 01/12/2006 and Cheque no. 067677 dated 05/12/2006. The above mentioned net amount sanctioned for the first bill is accepted by the Contractor.
- **Running Account Bill No. 2** : The second bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/002/06-07 dated 13th December, 2006 to the Engineer-In-Charge of the University the bill pertains to period upto 12/12/2006. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,19,57,734/- . An amount of Rs.1,10,4861/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244% and Sale Tax @ 2% . The net amount payable for the second bill was Rs.1,08,52,513/- which was paid vide Cheque no. 068031 dated

22/12/2006. The above mentioned net amount sanctioned for the second bill is accepted by the Contractor.

- **Running Account Bill No. 3** : The third bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/003/06-07 dated 23rd January, 2007 to the Engineer-In-Charge of the University the bill pertains to period upto 20/01/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.3,13,63,604/-. An amount of Rs.28,99,251/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244% and Sale Tax @ 2% . The net amount payable for the third bill was Rs.2,84,64,353/- which was paid vide Cheque no. 070403 dated 01/02/2007, Cheque no. 07117 dated 24/02/2007, Cheque no. 071919 dated 05/03/2007 and Cheque no. 079068 dated 05/03/2007. The above mentioned net amount sanctioned for the third bill is accepted by the Contractor.

- **Running Account Bill No. 4** : The fourth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/004/06-07 dated 20th March, 2007 to the Registrar of University the bill pertains to period upto 20/03/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.3,44,99,963/- . An amount of Rs.89,14,174/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244%, Sale Tax @ 2%, 5% withheld money for rectification work and 1st installment of mobilization advance. The net amount payable for the fourth bill was Rs.2,55,85,789/- which was paid vide Cheque no. 079104 dated 28/03/2007. The above mentioned net amount sanctioned for the fourth bill is accepted by the Contractor.

- **Running Account Bill No. 5** : The fifth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/005/06-07 dated 21st April, 2007 to the Registrar of University the bill pertains to period upto 20/04/2007. The bill was checked and verified by the

Assistant Engineer HNLU, Raipur who was then Engineer-In-charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.3,86,94,845/- . An amount of Rs.95,11,693/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244%, Sale Tax @ 2%, 5% withheld money for rectification work and 2nd installment of mobilization advance. The net amount payable for the fifth bill was Rs.2,91,83,152/- which was paid vide Cheque no. 105043 dated 09/05/2007. The above mentioned net amount sanctioned for the fifth bill is accepted by the Contractor.

- **Running Account Bill No. 6** : The sixth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/006/07-08 dated 4th June, 2007 to the Engineer- In-charge of University the bill pertains to period upto 31/05/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.2,37,97,134/-. An amount of Rs.66,75,791/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244%, Sale Tax @ 2%, 2% withheld money for rectification work and 3rd installment of mobilization advance. The net amount payable for the sixth bill was Rs.1,71,21,383/- which was paid vide Cheque no. 105048 dated 16/06/2007, Cheque no.078142 dated 16/06/2007 and Cheque no. 078143 dated 18/06/2007. The above mentioned net amount sanctioned for the sixth bill is accepted by the Contractor.

- **Running Account Bill No. 7** : The seventh bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/007/07-08 dated 18th July, 2007 to the Engineer- In-charge of University the bill pertains to period upto 15/07/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,96,02,251/-. An amount of Rs.62,08,390/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.244%, Sale Tax @

2%, 2% withheld money for rectification work and 4th installment of mobilization advance. The net amount payable for the seventh bill was Rs.1,33,93,861/- which was paid vide Cheque no. 089119 dated 21/09/2007 and Cheque no. 089122 dated 22/09/2007. The above mentioned net amount sanctioned for the seventh bill is accepted by the Contractor.

- **Running Account Bill No. 8** : The eighth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/008/06-07 dated 7th September, 2007 to the Engineer- In-charge of University the bill pertains to period upto 31/08/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.3,19,32,068/-. An amount of Rs.72,58,739/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%, 2% withheld money for rectification work and 5th installment of mobilization advance. The net amount payable for the eighth bill is Rs.2,46,73,329/- which was paid vide Cheque no. 089119 dated 21/09/2007 and Cheque no. 089122 dated 22/09/2007. The above mentioned net amount sanctioned for the eight bill was accepted by the Contractor.

- **Running Account Bill No. 9** : The ninth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/009/06-07 dated 6th October, 2007 to the Engineer- In-charge of University the bill pertains to period upto 30/09/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,52,30,950/-. An amount of Rs.54,11,300/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2% and 6th installment of mobilization advance. The net amount payable for the ninth bill was Rs.98,19,650/- which was paid vide Cheque no. 433143 dated 28/02/2008. The above mentioned net amount sanctioned for the ninth bill was accepted by the Contractor.

- **Running Account Bill No. 10** : The tenth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0010/06-07 dated 30th October, 2007 to the Engineer- In-charge of University the bill pertains to period upto 30/10/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,45,52,715/-. An amount of Rs.54,35,062/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%, withheld money for rectification work and 7th installment of mobilization advance. The net amount payable for the tenth bill was Rs.91,17,653/- which was paid vide Cheque no. 433143 dated 28/02/2008. The above mentioned net amount sanctioned for the tenth bill is accepted by the Contractor.
- **Running Account Bill No. 11** : The eleventh bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0011/06-07 dated 3rd December, 2007 to the Engineer- In-charge of University the bill pertains to period upto 30/11/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,03,30,389/-. An amount of Rs.49,85,457/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%, withheld money for rectification work and 8th installment of mobilization advance. The net amount payable for the eleventh bill was Rs.53,44,932/- which was paid vide Cheque no. 433143 dated 28/02/2008. The above mentioned net amount sanctioned for the eleventh bill is accepted by the Contractor.
- **Running Account Bill No. 12** : The twelfth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0012/06-07 dated 5th January, 2008 to the Engineer- In-charge of University the bill pertains to period upto 31/12/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was

considered for Rs.2,08,92,087/-. An amount of Rs.69,80,465/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%, 5% withheld money for rectification work and 8th installment of mobilization advance. The net amount payable for the twelfth bill was Rs.1,39,11,619/- which was paid vide Cheque no. 099607 dated 08/04/2008. The above mentioned net amount sanctioned for the twelfth bill is accepted by the Contractor.

- **Running Account Bill No. 13** : The thirteenth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0013/07-08 dated 5th February, 2008 to the Engineer- In-charge of University the bill pertains to period upto 31/01/2008. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.83,27,038/-. An amount of Rs.43,87,936/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%, 5% withheld money for rectification work and 9th installment of mobilization advance. The net amount payable for the thirteenth bill was Rs.39,39,102/- which was paid vide Cheque no. 099607 dated 08/04/2008. The above mentioned net amount sanctioned for the thirteenth bill is accepted by the Contractor.

- **Running Account Bill No. 14** : The fourteenth bill was submitted by the Contractor vide letter dated 29th February, 2008 to the Engineer- In-charge of University the bill pertains to period upto 29/02/2008. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.21,64,089/-. An amount of Rs.2,00,524/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%. The net amount payable for fourteenth bill was Rs.19,63,565/- which was paid vide Cheque no. 108765 dated 14/06/2008. The above mentioned net amount sanctioned for the fourteenth bill is accepted by the Contractor.

- **Running Account Bill No. 15** : The fifteenth bill was submitted by the Contractor vide letter dated 31st March, 2008 to the Engineer-In-charge of University the bill pertains to period upto 31/03/2008. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was then Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.30,67,757/-. An amount of Rs.2,84,258/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%. The net amount payable for fifteenth bill was Rs.27,83,499/- which was paid vide Cheque no. 108765 dated 14/06/2008. The above mentioned net amount sanctioned for the fifteenth bill is accepted by the Contractor.
- **Running Account Bill No. 16 (Revised)** : The sixteenth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0016(R)/08-09 dated 22nd September, 2008 to the Engineer-In-charge of University the bill pertains to period upto 31/08/2008. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,71,92,655/-. An amount of Rs.15,93,071/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%. The net amount payable for sixteenth revised bill was Rs.1,55,99,584/- which was paid which was paid vide cheque no. 229187 dated 23/03/2009. The above mentioned net amount sanctioned for the sixteenth bill is accepted by the Contractor.
- **Running Account Bill No. 17:** The seventeenth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0017/08-09 dated 6th November, 2008 to the Engineer- In-charge of University bill pertains to period upto 31/10/2008 for civil works. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.15,30,155/-. An amount of Rs.1,41,784/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @

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2%. The net amount payable for seventeenth bill was Rs.13,88,371/- which was paid vide Cheque no. 229187 dated 23/03/2009. The above mentioned net amount sanctioned for the seventeenth bill for civil works is accepted by the Contractor.

- **Running Account Bill No. 18** : The eighteenth bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0018/08-09 dated 6th December, 2008 to the Engineer- In-charge of University bill pertains to period upto 30/11/2008 for civil works. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineer-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.8,91,961/-. An amount of Rs.82,649/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2%. The net amount payable for seventeenth bill was Rs.8,09,312/- which was paid vide Cheque no. 229187 dated 23/03/2009. The above mentioned net amount sanctioned for the seventeenth bill for civil works is accepted by the Contractor.

The payment for R.A. Bill nos. 16,17 and 18 was made by a consolidated Cheque no. 229187 dated 23rd March, 2009 amounting to Rs.1,77,97,266/- which was accepted vide receipt dated 23rd March, 2009 by the Project Manager of the Contractor.

- **Running Account Bill No. 19**: The nineteenth bill was submitted by the Contractor vide its letter to the Chief Engineer, P.W.D. Raipur bill pertains to period upto 31/03/2009. The bill was checked and verified by the Chief Engineer, P.W.D. Raipur and vide its letter no. 41688006 dated 15th April, 2009 approved payment of Rs.1,81,23,066/- for the total value of the work done for R.A. Bill No.19.

- **Running Account Bill No. 20**: The twentieth bill was submitted by the Contractor vide its letter to the Chief Engineer, P.W.D. Raipur bill pertains to period upto 30/04/2009. The bill was checked and verified by the Chief Engineer, P.W.D. Raipur and vide its letter no. 41688099 dated 30th July, 2009 approved payment of Rs.68,99,344/- for the total value of the work done for R.A. Bill No.20.

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- **Running Account Bill No. 21:** The twenty first bill was submitted by the Contractor vide its letter to the Chief Engineer, P.W.D. Raipur bill pertains to period upto 31/05/2009. The bill was checked and verified by the Chief Engineer, P.W.D. Raipur and vide its letter no. 41688100 dated 30th July, 2009 approved payment of Rs.74,24,839/- for the total value of the work done for R.A. Bill No.21.
- **Running Account Bill No. 22:** The twenty second bill was submitted by the Contractor vide its letter to the Chief Engineer, P.W.D. Raipur bill pertains to period upto 30/06/2009. The bill was checked and verified by the Chief Engineer, P.W.D. Raipur and vide its letter no. 41688101 dated 30th July, 2009 approved payment of Rs.4,92,49,015/- for the total value of the work done for R.A. Bill No.22.

The payment of R.A. Bill Nos. 19, 20, 21 and 22 was clubbed alongwith payment of Escalation Bill No. 006 (Revised). Hence the issue regarding the payment of the abovementioned bills has been separately dealt with in the succeeding paragraph of the report.

- **Running Account Bill No. 23:** The twenty third bill was submitted by the Contractor vide its letter no. NCC/HNLU-R/R.A/0023/09-10 dated 7th October, 2009 to the Chief Engineer, P.W.D. Raipur or to the Engineer-In-charge as stated in the contract for the quantum of work done and for releasing of payment accordingly. Since same is not yet approved by the competent authority, we are unable to comment on the same.

4. Apart from the R.A. Bills the Contractor is also entitled to payment of escalation bills. As per Clause 10 (C) of the Conditions of Contract if the prices of the material and/or wages of labour required for execution of the work increases, the Contractor shall be compensated for such increase as per provisions of the contract. During the construction period the Contractor has submitted 6 Escalation Bills the same are as under:

- **Escalation Bill No. 001 :** The first escalation bill was submitted by the Contractor vide letter no. NCC/HNLU-R/ESC/001/07-08 dated 5th April, 2007 to the Engineer-In-charge of University the bill

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considered period upto 20/03/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineering-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,34,82,381/-. An amount of Rs.1,24,92,76/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266% and Sale Tax @ 2% . The net amount payable for the first escalation bill was Rs.1,22,33,105/- . The above mentioned net amount sanctioned for the first bill is accepted by the contractor.

➤ **Escalation Bill No. 002 :** The second escalation bill was submitted by the Contractor vide letter no. NCC/HNLU-R/ESC/002/07-08 dated 19th June, 2007 to the Engineer-In-charge of University the bill considered period upto 31/05/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineering-In-charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,27,80,654/-. An amount of Rs.11,84,258/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266% and Sale Tax @ 2% . The net amount payable for the second escalation bill was Rs.1,15,96,396/-. The above mentioned net amount sanctioned for the second bill is accepted by the contractor.

➤ **Escalation Bill No. 003 (Revised) :** The third escalation bill was submitted by the Contractor vide letter no. NCC/HNLU-R/ESC/003/07-08 dated 12th September, 2007 to the Engineer-In-charge of University the bill considered period upto 31/08/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineering-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.1,28,82,758/-. An amount of Rs.11,93,716/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266% and Sale Tax @ 2%. The net amount payable for the third escalation bill was Rs.1,16,89,042/-. The above mentioned net amount sanctioned for the third bill is accepted by the contractor.

The total net amount for all the three escalation bills amount to Rs.3,55,28,543/-. The amount is paid by two separate Cheques. The first amount of Rs.1,40,00,000/- was paid vide Cheque no. 0917178 dated 25/10/2007 and the second amount of Rs.2,15,18,543/- was paid vide cheque no. 091744 dated 01/11/2007.

- **Escalation Bill No. 004 (Revised)** : The fourth escalation bill was submitted by the Contractor vide letter no. NCC/HNLU-R/ESC/006/07-08 dated 6th December, 2007 to the Engineer-In-charge of University the bill considered period upto 30/11/2007. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineering-In-Charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.92,33,866/-. An amount of Rs.8,55,609/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266% and Sale Tax @ 2%. The net amount payable for the fourth escalation bill was Rs.83,78,257/-. The above mentioned net amount sanctioned for the fourth bill is accepted by the Contractor.

- **Escalation Bill No. 005:** The fifth escalation bill was submitted by the Contractor vide letter no. NCC/HNLU-R/ESC/007/07-08 dated 10th March, 2008 to the Engineer-In-charge of University the bill considered period upto 29/02/2008. The bill was checked and verified by the Assistant Engineer HNLU, Raipur who was the Engineering-In-charge and the payment was approved by the Registrar of the HNLU. The total value of the work done for the bill was considered for Rs.74,97,175/-. An amount of Rs.6,94,689/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266% and Sale Tax @ 2%. The net amount payable for the fifth escalation bill was Rs.68,02,486/-. The above mentioned net amount sanctioned for the fifth bill is accepted by the Contractor.

The total net amount for both the escalation bills amount to Rs.1,51,80,744/-. The amount is paid vide Cheque no. 108765 dated 14/06/2008.

- **Escalation Bill No. 006 (Revised)** : The sixth escalation bill was submitted by the Contractor vide letter no. NCC/HNLU-R/ESC/006(R)/08-09 dated 27th November, 2008 to the Engineer-In-

charge of University the bill considered period upto 31/07/2008. The bill was checked and verified by the Chief Engineer, P.W.D. Raipur vide letter no. 41688098 dated 30th July, 2009 and the payment was approved by the Divisional Accounts Officer P.W.D. Raipur. The total value of the work done for the bill was considered for Rs.73,87,364/-.

The aggregate value of the R.A. Bill Nos. 19,20,21,22 and Escalation Bill No.006(Revised) amounts to Rs.8,90,83,628/- which was certified and approved by the Chief Engineer, P.W.D. Raipur. The Executive Council in its meeting dated 1st August, 2009 decided to release gross amount of Rs.4,58,00,000/-. The University thereafter decided to release Gross amount of Rs.4,58,00,000/- to the Contractor and accordingly an amount of Rs.42,43,827/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @ 2% and net payable amount Rs.4,15,56,173 was paid to the Contractor vide Cheque no. 102328 dated 10/08/2009, Cheque no. 102329 dated 10/08/2009, Cheque no. 102338 dated 12/08/009. Accordingly a balance gross amount of Rs.4,32, 83,628/- remains to be paid as certified by the Chief Engineer, P.W.D. Raipur for R.A. Bill Nos. 19,20,21,22 and Escalation Bill No.006(Revised). Since the bills are approved and certified by Competent Authority we recommend that the balance amount can paid after making statutory and other permissible deductions as per the terms of the contract.

5. Regarding the timeline for completion of the project we refer to letter no. HNLU/6681/2008 dated 15th September, 2008 addressed to the Project Manager of M/s. NCCL by the Registrar of HNLU to complete the construction work upto 31st July, 2008 and further leeway was given to complete minor civil works/finishing works upto 31st August, 2008 and for completing the work there was a condition that during the period 31st July, 2008 to 31st August, 2008, penalty will not be imposed on the Contractor and escalation will not be payable.

6. Further the Project In charge of M/s. NCCL addressed a letter no. NCC/HNLU-R/017/09-10 dated 12th August, 2009 to the Registrar of HNLU giving an undertaking to hand over/complete the buildings at new

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campus and all related necessary facilities such as electric supply, water supply, sanitary fittings, sewage tanks etc., on or before 23/08/2009 making them operational in all respects, so as to enable the HNLU to commence its academic session. Despite the above undertaking the Contractor could not complete the construction work and the University campus was not operational in all respects.

7. On 21st January, 2010 the Registrar of HNLU vide its letter no HNLU/7449/2009 addressed to the Project Manager of M/s. NCCL informing that the extended time and leeway period have expired on 31st July, 2008 and 31st August, 2008 and thereafter the Contractor has not applied for extension of time nor did University Engineer-In-charge had granted any extension of time to complete the work. The above mentioned fact is not disputed either by the HNLU or the Contractor. From the record it appears that the construction of project was further delayed by M/s. NCCL and payments for the pending bills were also not disbursed by HNLU and a deadlock prevailed between both the parties.

8. Thereafter to resolve the dispute of balance claim of the Contractor for R.A. Bills and to discuss the existing status and completion date for available scope of work a meeting was held between the members of HNLU and the Contractor on 12th January, 2009. This is also confirmed by the Contractor vide its letter no. NCCL/HNLU/08-09/234 dated 27th January, 2009 addressed to the Secretary, P.W.D. Raipur, Government of Chhattisgarh and a copy to the Engineer In-charge and the Registrar of the HNLU.

9. The Principal Secretary, P.W.D. Government of Chhattisgarh vide its letter no. 255/P.S.P.W.D./09 dated 2nd March, 2009 addressed to the Registrar of HNLU, Raipur listed the comments offered by the Contractor and thereafter requested to finalize the same along with the Contractor.

10. In or about August, 2009, HNLU released payment of Gross amount of Rs.4,58,00,000/- to the Contractor for R.A. Bill Nos. 19,20,21,22 and Escalation Bill No.6 (Revised) and accordingly an amount of Rs.42,43,827/- was deducted towards retention money @ 5% as per clause 4 of the Special conditions of the Contract, T.D.S. @ 2.266%, Sale Tax @

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2% and net amount paid was Rs.4,15,56,173/- to the Contractor vide Cheque no. 102328 dated 10/08/2009, Cheque no. 102329 dated 10/08/2009, Cheque no. 102338 dated 12/08/2009. Accordingly a balance gross amount of Rs.4,32,83,628 /- which remains to be paid as certified by the Chief Engineer, P.W.D. Raipur for R.A. Bill Nos. 19,20,21,22 and Escalation Bill No.006(Revised) is outstanding and payable.

11. By letter no. HNLU /8850/2009 dated 21st October, 2009 addressed by the Registrar of HNLU to the Project Manager of M/s. NCCL informing about the balance work which was pending and also about the rectification work to be completed by the Contractor. The letter also contains a report annexed to it mentioning about remarks regarding the physical status of the buildings already completed. The report elaborates on series of defects in the buildings which is self explanatory. As per clause 34 of the Conditions of Contract "The contractor shall be responsible for rectifying defects noticed within a year from the date of the completion of work and the portion of the security deposit relating to that work shall be refunded after the expiry of the period.

12. The Clause 20 of the Special Conditions states that Defect liability period shall be reckoned in the case of this work as one year from the completion of work and it shall be the liability of the Contractor to repair/ strengthen on his own expense any portion of the work which has shown damages or any defect or bad workmanship or defective material being used for the work.

A through interpretation of the above clauses would mean that the defect liability period starts after the entire completion of the work. The Contractor in the present case has not submitted the final completion certificate, the final bill of the construction work to HNLU, even there is no document on record to prove that the project is completed and the Contractor is ready to hand over the same to HNLU. On the above back ground we are of the opinion that the defect liability period has not yet started until the final completion bill and certificate is prepared. To support our statement we are relying on the judgment of Delhi High court in the case of Dewan Chand v/s. Indian Oil Corporation Limited reported in 76 (1998) DLT 334 and Madras High court in the case of M/s. Chandragiri Construction v/s. The Chief Engineer, W.R.O. and Others. The Contractor is therefore bound to

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carry out the repair and rectification works in the buildings without any extra payment in that behalf.

13. The Contractor vide its letter no. NCCL/HNLU/2009-10/091 dated 18th August, 2009 and letter no. NCC/HNLU/09-10/152 dated 22nd January, 2010 addressed to the Registrar of HNLU and Letter No. NCCL/HNLU/2010-11/082 dated 30th October, 2010 to the Vice Chancellor of HNLU has claimed for interest payable @ 5% for the delayed days on payment of R.A. and Escalation bills and Bank Commission charges on extension of Performance Guarantee. In this regard we would like to mention that the general and special conditions for contract does not stipulate for payment of interest on delayed payment of bills. Even the Executive Council meetings do not propose for payment of any interest for the delayed payment of bills. On the issue of the bank commission charges for extension of Performance Guarantee HNLU is not liable to pay the charges as the construction work was delayed by the Contractor inspite of granting extension of time on several occasions. We are therefore of the opinion that the Contractor is not entitled and HNLU is not liable to pay any interest on delayed payment of the bills and commission charges on performance guarantee.

14. The withheld amount for rectification of defect was partly released for R.A. Bill nos. 4 to 13 which amounts to Rs.49,42,498/- vide Cheque no. 097197 dated 1st August, 2008 and a balance amount of Rs.1,46,095/- is outstanding and payable to the Contractor which can be paid after the defects in the construction work of the buildings are rectified which are noticed within defect liability period.

15. The retention money of 5% which was held for Running Account Bills 1 to 15 amounting to Rs.1,30,00,000/- was released on 7th April, 2008 vide Cheque no. 99606 to the Contractor. The balance retention money for the R.A. and Escalation bills can be released by HNLU to the Contractor as per clause no. 4 of the special conditions of the contract.

16. Based on the records available with us and on the reasoning mentioned above we recommend that HNLU expedite the payment of balance amount of Rs.4,32,83,628/- towards R.A. Bill nos. 19, 20, 21, 22 and

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Escalation Bill No.6(Revised) after making statutory and other permissible deductions as mentioned in the contract. Needless to state that while making payment HNLU shall ensure that the Contractor carries out required rectification and repairs covered within the defect liability period.

17. In this regard we would like to bring out the fact that HNLU has signed a single document of contract with the Contractor by which the Contractor had agreed to perform both the design and construction of the project. This could be also termed as a more comprehensive arrangement and is often referred to as a "turnkey" contract. In either a design/build or turnkey arrangement, the Contractor's objective should be to satisfy the owner's broad performance specifications rather than to adhere rigidly to the design professional's plans and specifications. As well as being responsible for faulty workmanship in construction, the Contractor is also liable for any deficiencies in design under this arrangement. The design/build Contractor may be composed of a joint venture of a Contractor and a design professional, or it may be a Contractor acting alone as the prime design/build contractor who in turn engages design professional sub-consultants. Either way, the owner is looking to the design/build Contractor for the full package of design and construction services. In the case of University the Press Notice for Tender Form categorically mentioned that "Hidayatullah National Law University offer from reputed firms on turn-key basis to 'design and construct' Law University as per the preliminary architectural drawings." Therefore, the turn key project was a complete package for the design and construction work of the University.

18. From HNLU's perspective, the design/build contract provides a single source of responsibility. The Contractor has singular responsibility for both construction and design defects. In the design/build arrangement, a design/build Contractor will have a legal responsibility for the design, construction, quality, structural soundness, durability, suitability and satisfactory performance of the complete work. Therefore the University has a right to rectification of deficiencies in the design and or construction of the project during the defect liability period.

19. As regards the imposition of penalty on the Contractor for delay in completing the project the same cannot be recommended as there is no

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provision for imposing penalty on the Contractor as per the terms of the agreement.

Accordingly, we conclude our report and submit the same for your consideration.

Dated this 6th day of July 2012

Yours truly,
for S. ASHWINIKUMAR & CO.,



PARTNER
Advocates & Solicitors

AJ/4798_52074

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Vice Chancellor <vc@hnl.ac.in>

VC bungalow - Area

Suhas Eklahare <suhas.eklahare@nccltd.in>

Mon, Sep 3, 2012 at 6:18 AM

To: Vice Chancellor <vc@hnl.ac.in>

Hon. Vice Chancellor,
HNLU

Dear Sir,

This has reference to the subject work. As discussed please find below area statement -

1. VC Bungalow (Ground floor + first Floor+ Gr. floor camp office) = 697 Sq.mtr
2. Servant Quarters - 124 Sq.mtr
3. Garage - 25 Sq.mtr
4. Security Room - 6.25 sq.mtr
5. Compound wall - 1500 sq.mtr.
6. External development - 3000 Sq.mtr

This is for your information please.

Regards,

Executive Vice President

NCC

NCC Limited

(Formerly Nagarjuna Construction Co. Ltd.)

B-402, Dipti Classic,

Off. M. V. Road, Suren Road,

Andheri (E) - Mumbai 400093

Ph : +91 22 26826792 / 26845560

: +91 22 26844075 / 76

Email : majumdar.utpal@nccltd.in

Website: www.ncclimited.com

Suhas Eklahare

LIBRARY/SEEN/

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*Estimates
checked and verified*

B. 4/09/12
University Engineer
H.N.L.U., Raipur (C.G.)

VCO/

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Dt.

08.09.12



Vice Chancellor <vc@hnlu.ac.in>

Construction of Hon. VC's Bungalow at Raipur.

RO Mumbai <ro.mumbai@nccltd.in>

Fri, Aug 31, 2012 at 7:32 AM

To: "vc@hnlu.ac.in" <vc@hnlu.ac.in>

Cc: Prasad M S S <prasad.mss@nccltd.in>

Dear Sir,

Please find attached Letter and BOQ for above subject work.

Regards

Rajesh Katte

Sr. Engineer

NCC

NCC Limited.

(formerly Nagarjuna Construction Company Limited)

B-402, Dipti Classic, off MV Road, Suren Road,

Chakal, Andheri (E), Mumbai - 400093.

Mobile +91 9821428731

Ph +91 22 2682672 / 26845560

Fax +91 22 26846735

Email : rom.contracts@nccltd.in

Website www.ncclimited.com

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 HNLU LETTER AND BOQ.rar
2247K

*Estimates
checked and verified*

04/9/12
University Engineer
H.N.L.U., Raipur (C.G.)

VCO/
LIBRARY/SEEN/
Dt. 31-08-12
04-09-12

Ref. NCC/HNLU/12-13/047

Date: August 31, 2012

To
Hon. Vice Chancellor
Hidayatullah National Law University,
Post Upwara, Taluka - Abhanpur
Raipur 492 001(C.G.)

Sub: Construction of Bungalow for Vice Chancellor at Upwara, Raipur.
Ref.: Our Letter No. NCC/HNLU/12-13/036 dated August 13, 2012
and Letter No. NCC/HNLU/12-13/046 dated August 25, 2012

Dear Sir,

This has reference to the discussions undersigned had with your officials on the subject work about submission of separate Bill of quantities for Hon. Vice Chancellor's Bungalow, Camp Office, Basic Interiors, Compound Wall, Security Room & Car Shed, Class IV Quarters and External Development.

We have considered quantities based on the drawings prepared by Architect and approved by your office except changes like cancellation of dome on top, additional two rooms on Terrace, additional servant quarter in the Hon. Vice Chancellor's residence premises, 500mt. length periphery of compound wall, external area development as discussed etc.

The Building wise Lump sum Amounts are as below:

i)	For VC Bungalow RCC and Civil works	- Rs. 1,02,62,668 ✓
ii)	For Basic Interiors	- Rs. 50,82,001 ✓
iii)	For Camp Office	- Rs. 15,11,236 ✓
iv)	For Compound Wall	- Rs. 47,87,345 ✓
v)	For Security Room & Car Shed	- Rs. 14,66,102 ✓
vi)	For Class IV Quarters	- Rs. 21,43,034 ✓
vii)	For External Development	- Rs. 34,04,651 ✓
viii)	For Architectural and Structural Design Services	- Rs. 17,19,422 ✓

Plus VAT @ 5% + Service Tax @ 4.944% + Labour Cess @ 1% + any taxes as applicable + Escalation as per existing contract. ✓

Payment terms: 10% Mobilization Advance against Bank Guarantee and balance payment against R.A. Bills to be submitted as per progress of the work. The payment towards design fees to be released immediately on proportionately every month and final payment to be released within 15 days on completion of Architectural designs and structural designs respectively.

Time of completion: 12 months after receipt of all the drawings and decisions for the subject work.

NCC Limited
(Formerly Nagarjuna Construction Company Limited)

Regional Office B 402, Dipti Classic, Off M V Road, Suren Road, Andheri (E), Mumbai 400 093
T +91 22 2684 5560 F +91 22 2684 6735 ncclimited.com

Estimates checked & verified.

4/9/12
University Engineer
H.N.L.U., Raipur (C.G.)

NCC

We hope you will find our offer most competitive and look further to your valuable work order for the same.

Thanking you,

Yours truly,
for NCC LIMITED


SUHAS EKLAHARE
Executive Vice President

Encl.: As above

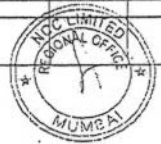
VC RUNGLOW, CAMP OFFICE, BASIC INTERIORS, COMPOUND WALL, SECURITY ROOM CAR SHED, CLASS IV QUARTERS AND EXTERNAL DEVELOPMENT
BOQ
NCC LIMITED

SL NO	Item description	Unit	VC Runglow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development	Total Qty.	Rate (D/R+15%)/NON DSR	VC Runglow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development	Architectural & Structural Design Services @ 6% of Total cost	Total Amount
1	Earthwork excavation for foundation and depositing at site for all types of soils except rock including all operational charges complete for finished item of work (depth 0.30 mtr to 1.5 mtr)	CUM	249.37		32.73	381.38	47.00	168.10		878.53	148.73	37093.79	0.00	4868.59	56725.81	6991.25	25004.88	0.00		130684.31
2	Plain Cement Concrete (1:3:6) using 40mm nominal size hard broken Granite metal for foundations and flooring bed.	CUM	80.18		2.81					85.99	4627.60	384914.51		13012.81	0.00	0.00	0.00			387927.32
3	Plain Cement Concrete (1:3:10) using 40mm nominal size hard broken Granite metal for foundations and flooring bed.	CUM				42.81	9.48	21.55		73.84	3661.01	0.00		0.00	165289.84	36602.37	81204.77			285096.98
4	Supplying and filling with narrow in trees, sides of foundations, basement etc., from approved quarry / available sources in layers not exceeding 15cm thick, consolidating each deposited layer by watering and ramming for finished item of work.	CUM	570.23		27.07	246.00	47.20	150.29		1082.79	330.51	188466.72		8946.91	81966.48	15600.07	62892.73			357872.92
5	Providing Anti Termite treatment for bottom and sides of excavation with chemical emulsion at the rate of 5 liters per 1 sqm of surface area to be treated using emulsion with Chlorpyrifos 20% EC.	SQM	1112.79		237.21		125.43	155.00		1630.43	101.49	112937.06		24074.44	0.00	12731.92	15730.95			165474.37
6	R.C.C. Design mix of M20 grade using 6mm to 20mm size graded hard broken Granite machine crushed metal including labour charges such as centering, formwork, mixing concrete, laying, vibrating, curing, etc., complete for finished item of work, but excluding cost of reinforcement steel and its fabrication charges.									0.00		0.00		0.00	0.00	0.00	0.00			
i	Concrete - Footings	CUM	23.64		2.88	61.09	10.08	12.09		109.78	5859.08	138503.59		16874.14	337931.04	39059.30	70836.23			643209.53
ii	Formwork - Footing	SQM	37.68		9.60	122.18	100.80	34.18		294.44	191.94	7232.11		1842.58	23450.62	19347.05	4640.99			56513.34
iii	Columns									0.00		0.00		0.00	0.00	0.00	0.00			
iv	Concrete - Ground Floor	CUM	6.86		2.01	43.04	4.59	4.93		81.24	6306.60	43282.20		12676.27	271436.06	27665.97	31116.76			386197.26
v	Formwork - Column ground floor	SQM	68.00		34.95	645.60	529.23	74.01		1151.81	420.44	28587.82		14694.38	271436.06	138429.87	31116.76			484264.89
vi	Concrete - First Floor	CUM	1.98							1.98	6306.60	12499.68		0.00	0.00	0.00	0.00			12499.68
vii	Formwork - Column first floor	SQM	29.73			0.00	0.00	0.00		29.73	420.44	12499.68		0.00	0.00	0.00	0.00			12499.68
viii	Concrete - Pedastals	CUM	5.71					1.66		7.17	3859.08	33455.35		0.00	0.00	0.00	8554.25			42009.59
ix	Formwork - Pedastals	SQM	85.63			0.00	0.00	21.90		107.55	409.57	33079.86		0.00	0.00	0.00	8969.64			44049.52
x	Concrete - plinth beams	CUM	21.93		4.54	62.40	3.89	9.84		102.58	3859.06	128483.71		26606.07	365606.44	22674.63	57629.89			601000.73
xi	Formwork - Plinth beams	SQM	143.16		39.48	525.41	162.93	82.82		955.80	327.92	47601.94		12946.38	172293.10	53127.43	27158.25			313427.11
xii	Roof beams									0.00		0.00		0.00	0.00	0.00	0.00			
xiii	Concrete - Ground Floor	CUM	36.96		4.04			8.96		49.96	6318.73	233546.67		25321.36	0.00	0.00	56609.52			315677.56
xiv	Formwork - Roof beams	SQM	276.09		38.12	0.00	0.00	75.43		386.65	327.92	90336.63		11516.64	0.00	0.00	24736.76			126790.05
xv	Concrete - First Floor	CUM	14.70							14.70	6318.73	92885.37		0.00	0.00	0.00	0.00			92885.37
xvi	Formwork - Roof beams	SQM	123.77			0.00	0.00	0.00		123.77	327.92	40588.28		0.00	0.00	0.00	0.00			40588.28
xvii	Slab									0.00		0.00		0.00	0.00	0.00	0.00			
xviii	Concrete - Ground Floor	CUM	75.12		9.03		11.04	14.09		109.26	6318.73	474631.39		57026.56	0.00	69727.21	89024.62			690407.99
xix	Formwork - Slab	SQM	845.48		55.44	0.00	441.40	112.71		1155.03	357.38	195216.38		19840.87	0.00	157968.23	40337.37			413362.85
xx	Concrete - First Floor	CUM	25.23							25.23	6318.73	159548.00		0.00	0.00	0.00	0.00			159548.00
xxi	Formwork - Slab	SQM	202.00			0.00	0.00	0.00		202.00	357.38	72291.76		0.00	0.00	0.00	0.00			72291.76
xxii	Lintels and Chajjas									0.00		0.00		0.00	0.00	0.00	0.00			
xiv	Concrete - Ground Floor	CUM	11.93		2.58		1.41	2.83		18.77	6318.73	75302.33		16308.65	0.00	8909.41	17856.74			118577.33
xv	Formwork - Lintel and chajjas	SQM	91.10		28.39	0.00	70.50	28.26		218.25	301.59	27474.62		8562.07	0.00	21261.92	8322.86			63621.47
xvi	Concrete - First Floor	CUM	6.70							6.70	6318.73	42335.51		0.00	0.00	0.00	0.00			42335.51
xvii	Formwork - Lintel and chajjas	SQM	67.00			0.00	0.00	0.00		67.00	301.59	20206.56		0.00	0.00	0.00	0.00			20206.56
7	Brick Masonry in CM 1:4 using bricks having a crushing strength of not less than 75 Kg/cm ² , for finished item of work									0.00		0.00		0.00	0.00	0.00	0.00			

Checked and verified

(37)

University Engineer
H.N.L.U., Raipur (C.G.)



VC BUNGLOW, CAMP OFFICE, BASIC INTERIORS, COMPOUND WALL, SECURITY ROOM CAR SHED, CLASS IV QUARTERS AND EXTERNAL DEVELOPMENT
BOQ
NCC LIMITED

SL. NO	Item description	Unit	VC Bungalow (RCC & Civil Works)	Basic Interiors	Camp Office	Quantity					Rate (DSR+15%)/NON DSR	AMOUNT										Total Amount
						Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development	Total Qty.		VC Bungalow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development	Architectural & Structural Design Services @ 0% of Total cost			
	Ground Floor	CUM	145.81		35.01	187.23	44.00	81.88		494.05	4457.57	649480.45		156077.56	834590.83	196033.08	365427.15				2202168.55	
	First Floor	CUM	72.13							72.13	4459.57	321613.61		0.00	0.00	0.00	0.00	0.00			321613.68	
	Terrace Floor	CUM	10.99							10.99	4459.57	48899.54		0.00	0.00	0.00	0.00	0.00			48899.54	
8	Damp proof Course 50 mm thick using 1:2:4 concrete with water proofing chemical	SQM	39.35		10.09		13.34	24.59		87.43	292.91	11695.90		2955.46	0.00	3907.42	7302.66				25761.43	
9	Reinforced brick masonry walls of 11.5cm in cm (1:4) using bricks having a crushing strength of not less than 75.0Kg/cm2 and using two mild steel bars of 6mm dia in every third layer of brick masonry, with free joints of the main brick work for finished item of work except cost of steel.	SQM	25.20		12.60		0.47	70.93		109.20	621.24	15651.25		7827.62	0.00	294.67	44064.55	0.00			67941.89	
10	Providing high yield strength threaded bars (Fe415 Grade) of different diameter, cutting and bending to required sizes and shapes, placing in position etc., for finished item of work.	SQM	25.20		12.60		0.47	70.93		109.20	621.24	15651.25		7827.62	0.00	294.67	44064.55	0.00			67941.89	
	Ground Floor and first floor	MT	28.17		3.00	18.31	2.37	2.00		54.15	71587.30	2038230.30		214762.40	1310767.13	169662.38	143175.00				3876696.20	
11	Providing plastering to ceiling 12mm thick as CM (1:4)									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	443.40		55.44		30.00	34.72		621.56	151.92	87663.17		8422.44	0.00	5469.12	12870.66				94427.40	
	First Floor	SQM	123.50							123.50	151.92	18752.12		0.00	0.00	0.00	0.00	0.00			18752.12	
12	Plastering 15mm thick to internal surfaces of the wall with CM (1:5)									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	911.69		188.00		143.30	424.56		1667.55	176.64	161040.92		33208.32	0.00	26512.51	74994.28				291556.03	
	First Floor	SQM	362.23							362.23	176.64	63867.84		0.00	0.00	0.00	0.00	0.00			63867.84	
13	Providing and applying P.V.C avg. 6 mm thick, internal walls	SQM	0.00	1296.00						1296.00	225.00	0.00	291600.00	5.00	0.00	0.00	0.00	0.00			291600.00	
14	Plastering 20 mm thick for exterior side of the walls with CM 1:4									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	628.82		161.00	2294.22	283.25	489.78		3854.87	230.60	145911.21		37609.60	538929.79	88634.40	114412.61				900497.61	
	First Floor	SQM	226.46							226.46	230.60	52001.86		0.00	0.00	0.00	0.00	0.00			52001.86	
15	Verified tiles flooring incl. skirting of approved brand colour, shade and design of size 600mm x 600mm laid over a flooring bed set over 20mm thick CM (1:3) prep. for finished item of work, but excluding cost of C.C. bed.									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	0.00	362.80	61.00					423.80	2583.02	0.00	957114.49	157364.22	0.00	0.00	0.00	0.00			1091678.71	
	First Floor	SQM	0.00	123.81						123.81	2583.02	0.00	319801.12	0.00	0.00	0.00	0.00	0.00			319801.12	
16	Granite stone slab of 0.27 m wide for window cills									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	0.00	38.54						38.54	3383.36	0.00	93884.42	0.00	0.00	0.00	0.00	0.00			93884.42	
	First Floor	SQM	0.00	13.61						13.61	3383.36	0.00	46047.33	0.00	0.00	0.00	0.00	0.00			46047.33	
17	Granite stone slab of 0.60 m wide for kitchen platform									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	0.00	3.90						3.90	3383.36	0.00	13195.10	0.00	0.00	0.00	0.00	0.00			13195.10	
	First Floor	SQM	0.00	1.80						1.80	3383.36	0.00	6090.05	0.00	0.00	0.00	0.00	0.00			6090.05	
18	Double wash basin with granite counter (0.5x2.5mtr.)	NO		1.00						1.00	18000.00	0.00	18000.00	0.00	0.00	0.00	0.00	0.00			18000.00	
19	Single wash basin with granite counter (1.0x0.5mtr.)	NO		3.00	2.00					5.00	9000.00	0.00	27000.00	18000.00	0.00	0.00	0.00	0.00			45000.00	
20	Flooring with ceramic non skid floor tiles of approved brand colour, shade and design of size 300mm x 300mm laid over a flooring bed set over 12mm thick CM (1:3) prep. for finished item of work, but excluding cost of C.C. bed.									0.00		0.00		0.00	0.00	0.00	0.00					
	Ground Floor	SQM	0.00	24.68			41.40	34.72		100.80	1071.23	0.00	26437.96	0.00	0.00	0.00	44318.93	90754.61			161741.50	
	First Floor	SQM	0.00	13.36						13.36	1071.23	0.00	14314.09	0.00	0.00	0.00	0.00	0.00			14314.09	

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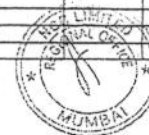
University Engineer
H.N.L.U., Raipur (C.G.)



VC BUNGLOW, CAMP OFFICE, BASIC INTERIORS, COMPOUND WALL, SECURITY ROOM CAR SHED, CLASS IV QUARTERS AND EXTERNAL DEVELOPMENT
BOQ
NCC LIMITED

SL. NO	Item description	Unit	Quantity								Rate (DSR+15%)/NON DSR	AMOUNT								Total Amount
			VC Bungalow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development	Total Qty.		VC Bungalow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development	Architectural & Structural Design Services @ 6% of Total cost	
21	Dado with coloured 1st quality glazed tiles of 100mm x 200mm, size of approved brand and set over 12mm CM (1:3) prop. for finished item of work.									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	0.00	100.86	39.00			43.30		183.16	879.23	0.00	86679.14	34289.97	0.00	0.00	38070.66			161039.77
	First Floor	SQM	0.00	71.28						71.28	879.23	0.00	62671.51		0.00	0.00	0.00			62671.51
22	Supply and fixing of Teak wood frame with Teak wood double shutters panels (one glass panel and one mosquito proof jali panel)									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	0.00	4.45						4.45	8819.00	0.00	39262.17	0.00	0.00	0.00	0.00			39262.17
23	Supply and fixing of Teak wood frame with Teak wood single glaze shutter panel									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	0.00	32.75	7.98					40.73	7134.93	0.00	240233.46	58332.70	0.00	0.00	0.00			298766.17
24	Supply and fixing of Teak wood frame with Teak wood double shutters (glaze panel) - main gate									6.30	7134.93	0.00	46210.03	0.00	0.00	0.00	0.00			46210.03
25	Supply and fixing steel frame with flush door shutter with fixtures							10.73	34.40	45.13	5867.94	0.00		0.00	0.00	63080.36	201857.14			264937.49
26	Supplying and Fixing of PVC door having chowkhat door frame made of hollow PVC section 100 x 50mm having wall thickness of 2.5mm Reinforcement with 24.5 x 32.5mm steel tube or G.I. "I" channels and for door shutters to be made of hollow PVC section of size 60mm x 25mm.									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	0.00					12.60		12.60	4069.28	0.00		0.00	0.00	0.00	51272.93			51272.93
27	Providing and fixing in position UPVS sections, three track sliding window along with shutters using 6 mm thick glass panel fixed in shutter with safety grill, 3 tracks for 3 glazed shutter and 1 track for mosquito shutter finish make 2 mtr x 1.8 = 4 nos, 1.2 x 1.8 = 14 nos, 0.9 x 0.6 = 5 nos, 0.9 x 1.8 = 8 nos.									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor and first floor	SQM	0.00	47.22	13.08		0.00	0.00		60.30	13800.00	0.00	631636.00	180304.00	0.00	0.00	0.00			832140.00
28	Providing and fixing steel Z section window with 4 run glass						14.40	11.52		25.92	3750.00	0.00		0.00	0.00	34000.00	43200.00			97200.00
29	Supply and Fixing steel Z section top hung ventilators									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	2.16					2.65		5.04	3636.27	12174.34		0.00	0.00	0.00	16212.46			28406.80
	First Floor	SQM	1.10							1.10	3636.27	6199.90		0.00	0.00	0.00	0.00			6199.90
30	Painting to new iron work with 2 coats of ready mixed first quality synthetic enamel paint of approved brand and shade.									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	0.00	90.00		25.65		92.16		207.81	91.00	0.00	8190.00	0.00	2334.13	0.00	8386.56			18910.71
	First Floor	SQM	0.00	43.20						43.20	91.00	0.00	3931.20	0.00	0.00	0.00	0.00			3931.20
31	Painting to new wood work with 2 coats of ready mixed synthetic enamel paint of 1st quality of approved brand and shade over a base coat of wood primer of approved brand.									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM						58.80		58.80	178.08	0.00		0.00	0.00	0.00	10471.10			10471.10
32	Painting to new walls with 2 coats of ready mixed oil bond washable distemper of approved brand and shade over a base coat of appropriate distemper primer for internal walls.									0.00		0.00		0.00	0.00	0.00	0.00			
	Ground Floor	SQM	0.00	1546.54	34.00		143.30	424.56		2168.40	164.16	0.00	233880.01	8864.64	0.00	23524.13	69695.77			355964.54
	First Floor	SQM	0.00	485.75						485.75	164.16	0.00	79740.72	0.00	0.00	0.00	0.00			79740.72
	Terrace Floor									0.00		0.00		0.00	0.00	0.00	0.00			

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VC BUNGLOW, CAMP OFFICE, BASIC INTERIORS, COMPOUND WALL, SECURITY ROOM, CAR SHED, CLASS IV QUARTERS AND EXTERNAL DEVELOPMENT
BOQ
NCC LIMITED

SL NO	Item description	Unit	Quantity										AMOUNT										Total Amount
			VC Bungalow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development.	Total Qty.	Rate (DSR+15%)/NON DSR	VC Bungalow (RCC & Civil Works)	Basic Interiors	Camp Office	Compound Wall	Security Room & Car Shed	Class IV - Quarters	External Development.	Architectural & Structural Design Services @ 6% of Total cost				
33	Exterior Painting to new walls with 2-coats of water proof cement paint of approved brand and shade over a base coat of approved white cement primer.									0.00		0.00		0.00		0.00							
	Ground Floor and first floor	SQM	0.00	847.09	165.00	2494.00	263.23	489.78		4261.12	135.36	0.00	114662.10	22334.40	337587.84	38611.44	66296.62			579492.40			
34	Providing and laying water proofing treatment of 112 mm Av. Thickness consisting of 12 mm thick layer in C.M. 1:3 with water proofing compound @ 1 Kg/bag as base constructing and laying brick bat coba in C.M. 1:3 with water proofing compound @ 1 Kg/bag and having average thickness of 40 mm and finishing with 20 mm thick cement plaster layer in C.M. 1:3 with water proofing compound @ 1 Kg/bag including Water at junction of parapet and wall upto a height of 300 mm and including finishing the top layer of water proofing treatment with false making of 30 cm x 30 cm and covering the whole treatment with 5 years guarantee.									0.00		0.00		0.00		0.00							
	Terrace Floor	SQM	460.84		60.17		36.00	83.55		640.36	904.71	416926.56		5436.40	0.00	32569.56	75585.61			579518.32			
35	Providing and laying soilings with brick bats by Hand packing for required Thickness including water proofing treatment with 75 cum. thick brick aggregate coba.									0.00		0.00		0.00		0.00							
	First Floor	CUM	3.17							3.17	459.54	1455.82		0.00	0.00	0.00	0.00			1455.82			
36	12 mm thick glass partition with 2 nos. glass door	SQM	0.00							0.00	18500.00	0.00		0.00	0.00	0.00	0.00			0.00			
37	Stainless steel railing 1 mtr. Ht.	RM	0.00	11.32						11.32	4000.00	0.00	45280.00	0.00	0.00	0.00	0.00			45280.00			
38	Laying P.C.C. 1:2:6 using 6mm to 20mm size graded hard broken Granite, machine crushed metal over a bed of 75 mm thick brick bat soilng with 40 mm size of brick aggregate for plinth protection.	SQM	96.03		16.95			70.00		183.00	389.56	37417.24		6603.04	0.00	0.00	27269.20			71289.48			
39	Providing and fixing rain water down take pipes and external sewage arrangement	RM	21.00		7.00		10.50	14.00		52.50	1275.00	26773.00		8925.00	0.00	13387.50	17850.00			66937.50			
40	Structural Steel work for gates, hand rails etc	MT	0.00			0.00	0.00	0.00	1.29	1.29	68.89	0.00		0.00	0.00	0.00	0.00	88.87		88.87			
41	Heavy duty paver tile at CAR parking between main building and waiting room	SQM	0.00						27.50	27.50	1073.00	0.00		0.00	0.00	0.00	0.00	29362.50		29362.50			
42	Walkway 1.5 mtr. Wide using paver block	SQM	0.00						1500.00	1500.00	950.00	0.00		0.00	0.00	0.00	0.00	1425000.00		1425000.00			
43	Garden lawn 20% of area and plantation in the other area and sapling 100 nos. approx.	SQM	0.00						3000.00	3000.00	650.00	0.00		0.00	0.00	0.00	0.00	1950000.00		1950000.00			
44	Providing and fixing water supply pipelines, C.P fixtures, sanitary pipe line etc. in toilets (EWC, wash basin, towel rail, toilet paper holder)	LS	1.00		1.00					2.00	1515000.00	1515000.00		75000.00	0.00	0.00	0.00	0.00		1590000.00			
45	Providing and fixing Electrical conduiting, wiring, switch boards and fixtures	LS	1.00		1.00					2.00	1915000.00	1915000.00		50000.00	0.00	0.00	0.00	0.00		1965000.00			
46	Providing and Fixing Air conditioning, of all rooms except kitchen and toilet upto 27 Ton	LS		1.00	1.00					2.00	1650000.00		1650000.00	100000.00	0.00	0.00	0.00	0.00		1750000.00			
47	Providing and Fixing MS rolling shutter	SQM					15.00				5250.00				0.00	78750.00	0.00	0.00		78750.00			
	Add - VAT @ 5%											1026266.06	5062007.10	1311236.39	4781345.20	1466102.33	2143033.73	3406651.37	1719422.23	30376460.28			
	Add - Service Tax @ 4.944%											513133.40	254100.06	73561.82	239367.26	73305.11	107131.69	170232.57	85971.11	1518823.01			
	Add - Labour Cess @ 1%											807886.31	251734.13	74718.53	236586.33	72484.09	109951.39	185323.56	85008.24	1501812.20			
												102626.68	50820.01	15112.36	47875.43	14661.02	21430.34	34046.51	17194.22	303764.00			
	GRAND TOTAL INCL. TAXES											1138581.446	5638175.31	1676620.10	5313272.26	1026552.34	2377567.36	3777256.41	1907535.85	33700360.09			

Checked & Verified

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H.N.L.U., Raipur (C.G.)



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