

TENTATIVE

INDEX

**SIXTEENTH MEETING OF EXECUTIVE COUNCIL**

**DATED 21.06.2008**

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**TENTATIVE AGENDA FOR**  
**SIXTEENTH MEETING OF EXECUTIVE COUNCIL**  
**DATED 21.06.2008**

1. Approval of the minutes of the fifteenth meeting of the Executive Council.
2. Placing recommendations of Academic Council meeting for award of degrees, issues related to the First Convocation.
3. Discussion and decision on the issue of relaxation in the eligibility criteria for reserved category candidates.
4. Approval to revised proposal for internal roads for HNLU campus.
5. Discussion on progress of Building Construction & payments made to NCC for kind perusal & approval.
6. Any other matter with the permission of the Chair.

**TENTATIVE NOTES ON AGENDA FOR  
SIXTEENTH MEETING OF EXECUTIVE COUNCIL  
DATED 21.06.2008**

1. **Approval of minutes of the fifteenth meeting dated 05.04.2008 of the Executive Council.**

**Notes:**

Minutes of the fifteenth meeting dated 05.04.2008 of the Executive Council are placed for perusal and approval. (Page No. 05 to 07)

2. **Placing recommendations of the Academic Council meeting for award of degrees and Medals, for approval by the Executive Council.**

**Notes:**

The eighth meeting dated 19.06.2008 of the Academic Council has recommended award of degrees and medals. Minutes of the Academic Council meeting and recommendations made therein are placed for perusal & approval by the Executive Council.

3. **Discussion and decision on the issue of relaxation in the eligibility criteria for reserved category candidates.**

**Notes:**

The Common Law Admission Test results have been published. In the first list of reserved category candidates (Page No.26 to 27), many of them could not secure the minimum eligibility of 50% marks in the Entrance Examination as prescribed in the HNLU's Ordinance for B.A.LL.B.(Hons.) Degree Course. As a result of this such seats will remain unfilled.

It is therefore proposed that the Executive Council may grant relaxation by 10% in the eligibility criteria of securing minimum marks in the Entrance Examination for reserved categories.

Placed for discussion and decision by the Executive Council.

4. **Approval to revised proposal for internal roads for HNLU campus.**

**Notes:**

The work of internal roads for the campus is to be taken up by HNLU. The Executive Council meeting dated 12.05.2007 and building committee meeting dated 10.08.2007 had approved the proposal for construction of 3600 meters for internal roads. However, 3985 meters are required as per site requirements. Thus there is an increase of 385 meters of road length. Earlier, the estimates for 3600 meters road length were 283.00 Lakhs. Now, the estimates for revised road length come to Rs.291.70 Lakhs (Page No. 28 to 29). This increase of Rs.8.71 Lakhs is due to increase in road length as well as escalation in prices of cement and steel. The estimates of Rs.291.70 Lakhs worked out by A.E. & E.E. of HNLU are on the basis of pre-tender rates. The final/actual rates will be decided on finalization of the tender.

5. **Discussion on progress of Building Construction & payments made to NCCL for kind perusal & approval.**

**Notes:**

- (a) The Executive Council in its meeting dated 27.01.2008 has instructed for appointment of University Engineer in Charge. On Suggestion of Mr. Arshad Hidayatullah, Shri S.C. Deshpande was appointed as University Engineer-in-Charge on whose recommendations following bills have been paid to NCCL:

Bill No.	Amount paid (Rs.)	Date of payment
R.A. Bill No.14	2164089.00	14.06.2008
R.A. Bill No.15	3067757.00	14.06.2008
Escalation Bill No.04	9233866.00	14.06.2008
Escalation Bill No.05	7497175.00	14.06.2008
<b>Total</b>	<b>21962887.00</b>	

(Rupees Two Crores Nineteen Lacs Sixty Two Thousand Eight Hundred and Eighty Seven).

The fifteenth meeting of the Executive Council has already approved payments of Rs.30,50,30,751/- upto 13th R.A. and 3rd Escalation Bills.

It is therefore placed before the Executive Council to approve the abovementioned payments.

- (b) Till date we have paid Rs.93841/- (Rupees Ninety Three Thousand Eight Hundred and Forty One) to the University Engineer-in-Charge towards his travel and stay arrangements. A bill of Rs.55000/- towards preparation of Model and Design Concepts is under consideration. The Executive Council in its meeting dated 05.04.2008 has constituted a Committee of the Vice Chancellor and Shri Arshad Hidayatullah to negotiate the terms and conditions of payment to Shri S.C. Deshpande. Mr. S.C. Deshpande has given the terms and conditions of his payment to Shri Arshad Hidayatullah, which are placed before the Executive Council with a note of Shri Arshad Hidayatullah (Page No.11 to 21).

**Placed for kind perusal and approval.**

- (c) The University has till date paid 15 R.A. bills and 5 Escalation bills of Nagarjuna Construction Company Limited. Till date Rs.32.66 Crores have been paid to NCCL.

Even after making such huge payment none of the buildings has been completed by NCCL till date. There has been no architectural support from the construction agency due to which a number of defects have been noticed. It is worth mentioning that providing constant architectural support is in the scope of work of NCCL. The construction company is also in a habit of delaying the construction work quoting one reason or the other, some times for payment, some times for seeking approval. The construction company has time and again changed construction programme at various occasions. Shri S.C. Deshpande, Engineer-in-Charge, HNLU has provided extension of time to NCCL upto 31.07.2008 for completing the construction work of Academic & Administrative Building, Staff Quarters, Hostels and other external works (Copy of letter dated 26.05.2008 of Engineer-in-charge is enclosed for perusal - Page No. 30 to 32). M/s. NCCL has not yet started construction of V.C. Bungalow (which is covered under staff quarters), Directors' Bungalows for Six Schools of Excellence and Training Centre (In substitution of Auditorium since in the Academic Building we have gone for a Conference Hall with capacity of 440 persons).

The facts regarding construction work and defaults on the part of contractor have been communicated to Shri S.C. Deshpande, Engineer-in-Charge, HNLU so that he may take appropriate administrative decisions to protect the interests of the University (Copy of letter No.HNLU/6078/2008 dated 15.06.2008 addressed to the Engineer-in-Charge, HNLU is enclosed for perusal - Page No. 33 to 39).

**Placed for information of the Executive Council, and further guidance in the matter.**

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

**MINUTES OF THE FIFTEENTH EXECUTIVE COUNCIL MEETING DATED**  
**05.04.2008**

The fifteenth Executive Council meeting of Hidayatullah National Law University was held on 05.04.2008 at 9.00 a.m. at the Conference Hall of the University wherein the following Hon'ble Members were present:

1. Hon'ble Mr. Justice S.B. Sinha, Judge, Supreme Court of India
2. Hon'ble Mr. Justice Rajeev Gupta, Chief Justice, High Court of Chhattisgarh & Chancellor, HNLU
3. Hon'ble Mr. Justice L.C. Bhadoo, Judge, High Court of Chhattisgarh
4. Hon'ble Mr. Justice S.K. Agnihotri, Judge, High Court of Chhattisgarh
5. Prof. (Dr.) M.K. Srivastava, Vice Chancellor, Hidayatullah National Law University
6. Shri Vijayendra, Secretary, Finance Department, Government of Chhattisgarh
7. Shri Gopakumaran Nair, Chairman, Bar Council of India
8. Shri Ravindra Shrivastava, Senior Advocate, Supreme Court of India
9. Shri Arshad Hidayatullah, Senior Advocate, Supreme Court of India
10. Shri Prashant Mishra, Advocate General, Chhattisgarh
11. Shri Vivek Ranjan Tiwari, Chairman, State Bar Council, Chhattisgarh
12. Shri R.S. Sharma, Secretary, Law & Legislative Affairs Dept., Government of Chhattisgarh
13. Prof. I.P. Massey, Faculty Member, HNLU
14. Dr. Pradeep Choubey, Officer on Special Duty, Higher Education, Government of Chhattisgarh (Representative of the Secretary, Higher Education Department).

The agenda items were taken up as under:

1. Felicitation of Hon'ble Chief Justice, High Court of Chhattisgarh & the Chancellor, HNLU and felicitation of Chairman, Bar Council of India.

**Proceedings:**

Hon'ble Mr. Justice Rajeev Gupta, Chief Justice High Court of Chhattisgarh & the Chancellor HNLU and Shri Gopakumaran Nair, Chairman, Bar Council of India were felicitated by the Executive Council during their first visit to University.

2. Approval of the minutes of the fourteenth Executive Council meeting dated 27.01.2008

**Decision:**

The minutes of the fourteenth Executive Council meeting dated 27.01.2008 were approved.

3. Preparation of Regulation for Annual Report as per Section 25 of University Act.

**Decision:**

Draft regulation for Annual Report prepared by Shri Prashant Mishra, Advocate General Chhattisgarh has been approved by the Executive Council subject to modifications as pointed out. Shri Prashant Mishra will submit the modified Regulation for Annual Report at an earliest.

05

4. **Preparation of draft annual report.**

**Decision:**

The Executive Council has constituted a sub-committee comprising of Prof. (Dr.) M.K. Srivastava, Vice-Chancellor HNLU, Shri Prashant Mishra Advocate General Chhattisgarh and Prof. I.P. Massey, Faculty Member HNLU to prepare the annual report in accordance with the Regulation approved by the Executive Council. The report prepared by the Sub-Committee on behalf of the Executive Council may be placed before the General Council for further directions.

5. **Discussion regarding First Convocation of the University**

**Decision:**

The Executive Council has taken the following decisions regarding First Annual Convocation:

- (a) The University should organize the First Convocation Ceremony at the Auditorium of Chhattisgarh Vidhan Sabha, subject to its availability or any other suitable venue.
- (b) The University may follow the pattern of other Universities for the purpose of preparation of Grade Sheets, Degree Certificates, Medal Certificate and Ceremonial Sheet, Certificate Folder etc., as far as practicable.
- (c) The Convocation Gowns, Caps and Hoods may be got prepared from the firm which has past experience in this regard or may be obtained on rental basis.
- (d) To waive off Convocation Fee of Rs.1000/- from the First Graduating Batch.
- (e) It is noted with gratitude that Shri Ravindra Shrivastava, Senior Advocate, SCI & Shri Prashant Mishra have agreed to give Rs.1.60 Lacs each for creation of corpus of Gold Medal.
- (f) The Executive Council has authorized the Vice-Chancellor to make necessary arrangements for the First Annual Convocation and approved the proposed expenditure under various heads on actual basis.

6. **Placing minutes of the Building Committee meetings dated 11.10.2007 & 13.01.2008 for perusal and approval.**

**Decision:**

The minutes of Building Committee meetings dated 11.10.2007 & 13.01.2008 were approved by the Executive Council.

7. **Approval of payments made to NCC.**

**Decision:**

The Executive Council approved the payments made to NCC towards mobilization advance, R.A. bills and Escalation Bills. The Executive Council also decided that in future bills should be recommended & verified by the Engineer-in-Charge only.

8. **Discussion regarding appointment of University Engineer-in-Charge.**

**Decision:**

The Executive Council noted that Shri S.C. Deshpande had agreed to be appointed as Engineer-in-Charge as required under the contract agreement. The terms and conditions of payment to Shri Deshpande shall be negotiated by the Vice-Chancellor and Shri Arshad Hidayatullah.



Shri Sudhir Deshpande and Ms. Sapna Thanawala made a presentation before the Executive Council. The Executive Council opined that a detailed presentation should be made before the Building Committee, Law Secretary and Finance Secretary Govt. of Chhattisgarh, with all financial implications.

The Executive Council decided that Shri Deshpande should prepare a short note as regards proposed changes for perusal of the Executive Council.

9. **Discussion on the issue of additional construction work.**

Decision:

The Executive Council has approved the following alongwith approval of minutes of Building Committee meeting dated 11.10.2007 & 13.01.2008:

- (a) Payment to C.S.E.B. towards supply affording charges and security deposit as per its demand note.
- (b) Intensive plantation to be got done from Forest Department as recommended by the Building Committee.

The Executive Council approved the suggestion that the work of interlocking chequered blocks and barbed fencing wires may be got done. The rates etc. may be finalized by the Vice-Chancellor and University Engineer-in-Charge after negotiation with NCC.

10. **Approval for advertising posts required for Six Schools of Excellence and posts of Registrar and Finance Officer.**

Decision:

The Executive Council granted approval to advertise the proposed posts for establishing Six Schools of Excellence & statutory posts of Registrar and Finance Officer. The Executive Council has authorized the Vice-Chancellor to constitute a Selection Committee for the posts of Registrar & Finance Officer, in consultation with Shri Ravindra Shrivastava and Secretary Law, Govt. of Chhattisgarh.

11. **Discussion on constituting a committee to review HNLU Staff Regulations.**

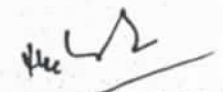
Decision:

The Executive Council constituted a Committee comprising of the Vice-Chancellor HNLU, Advocate General Chhattisgarh and Prof. I.P. Massey Faculty Member HNLU to review/amend and finalize the HNLU Staff Regulations.

12. **Any other matter with the permission of the chair.**

Decision:

The Executive Council decided to enhance the pay of Assistant Lecturers from Rs.10000/- p.m. consolidated to Rs.12000/- p.m. consolidated subject to the Vice-Chancellor, HNLU's managing the effect of enhancement within the budgetary limits.

  
VICE CHANCELLOR  
Hidayatullah National University of Law  
Chhattisgarh



## COMPLIANCE REPORT

### COMPLIANCE OF THE DECISIONS TAKEN BY THE FIFTEENTH MEETING OF EXECUTIVE COUNCIL DATED 05.04.2008

**1. Preparation of Regulation for Annual Report as per Section 25 of University Act.**

**Decision:**

Draft regulation for Annual Report prepared by Shri Prashant Mishra, Advocate General Chhattisgarh has been approved by the Executive Council subject to modifications as pointed out. Shri Prashant Mishra will submit the modified Regulation for Annual Report at an earliest.

**Compliance:**

Modified Regulation for Annual Report is awaited from Shri Prashant Mishra, Advocate General, Chhattisgarh.

**2. Preparation of draft annual report.**

**Decision:**

The Executive Council has constituted a sub-committee comprising of Prof. (Dr.) M.K. Srivastava, Vice-Chancellor HNLU, Shri Prashant Mishra Advocate General Chhattisgarh and Prof. I.P. Massey, Faculty Member HNLU to prepare the annual report in accordance with the Regulation approved by the Executive Council. The report prepared by the Sub-Committee on behalf of the Executive Council may be placed before the General Council for further directions.

**Compliance:**

Draft reports have been sent to Shri Prashant Mishra for perusal and approval and after this the annual reports are to be placed on behalf of the Executive Council, before General Council for further directions.

**3. Discussion regarding First Convocation of the University**

**Decision:**

The Executive Council has taken the following decisions regarding First Annual Convocation:

- (a) The University should organize the First Convocation Ceremony at the Auditorium of Chhattisgarh Vidhan Sabha, subject to its availability or any other suitable venue.
- (b) The University may follow the pattern of other Universities for the purpose of preparation of Grade Sheets, Degree Certificates, Medal Certificate and Ceremonial Sheet, Certificate Folder etc., as far as practicable.
- (c) The Convocation Gowns, Caps and Hoods may be got prepared from the firm which has past experience in this regard or may be obtained on rental basis.
- (d) To waive off Convocation Fee of Rs.1000/- from the First Graduating Batch.
- (e) It is noted with gratitude that Shri Ravindra Shrivastava, Senior Advocate, SCI & Shri Prashant Mishra have agreed to give Rs.1.60 Lacs each for creation of corpus of Gold Medal.
- (f) The Executive Council has authorized the Vice-Chancellor to make necessary arrangements for the First Annual Convocation and approved the proposed expenditure under various heads on actual basis.

**Compliance:**

- (a) Earlier, we were informed non-availability of Auditorium of Chhattisgarh Vidhan Sabha due to possibility of monsoon session on that date. Subsequently, we came to know that the Chhattisgarh Vidhan Sabha is having Monsoon Session from 07.07.2008 to 11.07.2008 and the Auditorium will be available for our First Convocation on 12.07.2008.
- (b) The University is following the pattern of other Universities for the purpose of preparation of Grade Sheets, Degree Certificates, Medal Certificate and Ceremonial Sheet, Certificate Folder etc., as far as practicable.
- (c) Order for supply of Convocation Gowns, Caps and Hoods on rent has been placed with M/s. Pioneers, New Delhi which has past experience.
- (d) Convocation Fee of Rs.1000/- has been waived for the First Graduating Batch.
- (e) The University has received Rs.1.60 Lac each from Shri Ravindra Shrivastava, Senior Advocate, SCI & Shri Prashant Mishra for corpus for Gold Medals.

**4. Discussion regarding appointment of University Engineer-in-Charge.**

**Decision:**

The Executive Council noted that Shri S.C. Deshpande had agreed to be appointed as Engineer-in-Charge as required under the contract agreement. The terms and conditions of payment to Shri Deshpande shall be negotiated by the Vice-Chancellor and Shri Arshad Hidayatullah. Shri Sudhir Deshpande and Ms. Sapna Thanawala made a presentation before the Executive Council. The Executive Council opined that a detailed presentation should be made before the Building Committee, Law Secretary and Finance Secretary Govt. of Chhattisgarh, with all financial implications. The Executive Council decided that Shri Deshpande should prepare a short note as regards proposed changes for perusal of the Executive Council.

**Compliance:**

Revised proposal of Sewri Consultants Pvt. Ltd., Mumbai forwarded by Shri Arshad Hidayatullah is enclosed for perusal. (Page No. 11 to 21)

Detailed presentation before Building Committee with all financial implications is yet to be submitted by Shri S.C. Deshpande.

Note from Shri S.C. Deshpande on proposed changes is also yet to be submitted.

**5. Discussion on the issue of additional construction work.**

**Decision:**

The Executive Council has approved the following alongwith approval of minutes of Building Committee meeting dated 11.10.2007 & 13.01.2008:

- (a) Payment to C.S.E.B. towards supply affording charges and security deposit as per its demand note.
- (b) Intensive plantation to be got done from Forest Department as recommended by the Building Committee.

The Executive Council approved the suggestion that the work of interlocking chequered blocks and barbed fencing wires may be got done. The rates etc. may be finalized by the Vice-Chancellor and University Engineer-in-Charge after negotiation with NCC.

**Compliance:**

Details are being worked out for getting the work of interlocking chequered blocks and barbed wire fencing for finalization of rates.

6. **Approval for advertising posts required for Six Schools of Excellence and posts of Registrar and Finance Officer.**

**Decision:**

The Executive Council granted approval to advertise the proposed posts for establishing Six Schools of Excellence & statutory posts of Registrar and Finance Officer. The Executive Council has authorized the Vice-Chancellor to constitute a Selection Committee for the posts of Registrar & Finance Officer, in consultation with Shri Ravindra Shrivastava and Secretary Law, Govt. of Chhattisgarh.

**Compliance:**

Vacant posts have been advertised.

7. **Discussion on constituting a committee to review HNLU Staff Regulations.**

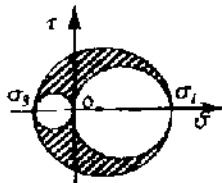
**Decision:**

The Executive Council constituted a Committee comprising of the Vice-Chancellor HNLU, Advocate General Chhattisgarh and Prof. I.P. Massey Faculty Member HNLU to review/amend and finalize the HNLU Staff Regulations.

**Compliance:**

Existing HNLU Staff Regulations are being looked into for review/amendment and finalization.

# SEWRI CONSULTANTS PRIVATE LIMITED



## CONSULTING ENGINEERS

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Apeejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.

Ref. No.: SCD/2430/2520

Date: 17/06/2008

To,  
Mr. Arhsad Hidayatullah  
Mumbai

Sub: HNLU New Campus Construction Project

Dear Arshad,

Further to the discussions the undersigned had with you on the subject, I am revising my offer as per our discussions. The revised offer being termed as Revised Proposal (D2) dated 17/06/2008.

- The revised offer is duly enclosed herewith for your kind consideration and I would request you to kindly process the papers at HNLU level at an early date as I have already started functioning as an Engineer - In - Charge.

Thanking you and with regards

Yours faithfully,  
M/s. Sewri Consultants Private Limited

*S. C. Deshpande*  
S. C. Deshpande  
Engineer - in - Charge  
HNLU (Raipur)

Encl: As Above

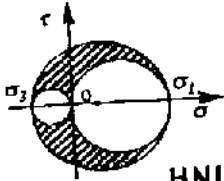
Officefile\_SewriConsult\_2430\_2520 dated 17.06.2008

Page No.

*My dear Vice Chancellor,  
I have personally  
spoken to S.C.  
Deshpande and he  
has agreed to revise  
his fees as herein  
attached. This  
proposal is in the best  
interests of HNLU for  
completion of the New  
Campus. I am already  
appreciate if this could be put up for  
approval before the EC  
at an early date.  
Thanks and regards  
S. C. Deshpande  
20/6/08*

# SEWRI CONSULTANTS PRIVATE LIMITED

Apcejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.



## CONSULTING ENGINEERS

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Date: 17/06/2008

### HNLU New Campus Construction Project-Revised Proposal (D2) 17/06/2008

Dear Dr. Srivastava,

Subsequent to the visit of the undersigned to Raipur on 3<sup>rd</sup> / 4<sup>th</sup> March 2008 and the discussions that followed on the above subject, considering your requirements it would be appropriate that we frame a revised Draft Proposal for providing Engineering Consultancy Services.

2. The Proposal will cover the involvement of the undersigned in the above Project along with a Team of Technical Personnel which is as given below in this Proposal. Further, as discussed with you, a Supervisory Architect will also be working in tandem with in the team of Technical Personnel to guide the Project from now on. The terms and conditions of this Supervisory Architect would be stated in a separate letter / document to be presented to you subsequently. It need not be emphasized that the services of a Supervisory Architect have become essential because the Contractor has shown his inability to provide such services, though it is an important part of his scope of work. Whatever are the agreed fees that are to be paid to the Supervisory Architect after due discussions and deliberations, it stands to reason that the same will be to the account of the present Contractor and this amount will be deducted from his bills in a stage - wise manner. This should be made explicit to the Contractor at this stage so that no disputes are revised with respect to this issue.
3. As far as our Proposal is concerned, the team that is being mounted by us will execute the required functions that the University might have expected from the 'Office of a University Engineer' and his accompanying Staff. The Proposal therefore incorporates the points that were discussed





in your office on 3<sup>rd</sup> / 4<sup>th</sup> March 2008 and goes forward, taking into consideration the manner in which this Project has progressed so far and the work ahead including the Financial terms of my involvement.

4. From now on, 'Services' i.e., Electrical Engineering, Air-Conditioning, Lighting, Electricals for Computer Set-up, Control Systems etc. plays an important role. Hence, Services of an Electrical Engineer are being commissioned in the Team.

5. Designation

University Consulting Engineer (UCE)

6. Team

The UCE will constitute the following Technical Personnel.

- (i) UCE – Mr. S.C. Deshpande
- (ii) Assisting Technical Team
  - (a) One Sr. Engineer
  - (b) One Sr. Electrical Engineer.
- (iii) The UCE if appointed, will select his team and will quote the fees for (i) and (ii) above separately for your consideration and approval.

7. Scope of Work to be handled by the Team

- (i) Review of past work and correspondence. HNLU to provide the necessary material relevant and connected with the Project.



- (ii) Familiarize and be upto date with past essential and material correspondence / past Contract / Documents / Billing. HNLU administration will need to provide the required documents. Any lapses on part of the Contractor or the Contractor not fulfilling the Contract terms or Contract terms not being enforced on the Contractor in the past as a result of some earlier mutual understanding / decisions at some of the meetings held at site or HNLU office or for any other valid reasons, the same will be beyond our purview and it may not be possible for us to bring in place corrective measures at this stage.
- (iii) Having studied the case, hold a meeting with the concerned parties – Officers of the University, Technical Staff of the University, Contractor, Contractor's Staff stationed at site, invite one of the Directors of the Contracting firm for the said meeting and any other persons concerned with the Project.
- (iv) Get fully acquainted with present status of all the Technical Drawings, Specifications and quantities of the work executed so far including R.A. Bills as a result of holding meetings and discussions with the parties / officers concerned.
- (v) Lay down norms and methods by which work will proceed from now onwards, execution of work at site, quality control, interpretation of Drawings and Specifications and Billing procedure.



- (vi) Draw up a Bar Chart jointly with HNLU Engineering Staff and Contractor's Technical Personnel which will project the progress of work till completion.
- (vii) Periodic visits to site for monitoring and job control will be 2 visits per month for a duration of 2 days ( 2 nights stay )
- (viii) Certification of Bills and acceptance of the work.
- (ix) Day to day supervision at site, recording measurements and joint preparation of R.A. Bills will be the responsibility of the University Staff.

8. Other Terms and Conditions

- (i) The University will have to provide economy class Air Fare Mumbai - Raipur and Return for the UCE and the Technical team members (2nos), the dates of the visits being decided by mutual convenience and job requirements
- (ii) The University will have to provide Hotel accommodation (Hotel Babylon or equivalent) free of cost to the UCE and his Team during their stay at Raipur.
- (iii) The University will have to provide for local conveyance to the UCE and the Technical Team free of cost during their visit to Raipur. If for any of the above i.e., 8(i) to 8(iii), we are required to make payment on behalf of HNLU, we should be reimbursed within 14 days of presentation of our Bill / Bills.



- (iv) The UCE and his Technical Team will use the present Drawings prepared by the Contractor (his Contract being a Turnkey Contract i.e. Design and Construction with preparation of detailed Drawings). In case, the UCE or the Technical Team that is appointed, is called upon to prepare further Drawings with relation to the same, depending upon the quantum of work, an extra Fee will have to be negotiated.
- (v) Please note that the present offer made by the UCE of preparation of a detailed rearrangement of the classroom seating arrangement is not included and is being offered to the University as a gesture in order to bring the Project on track.
- (vi) However, if any further Drawing work is required for any other issues or areas of work that may arise during work execution, the same will have to be paid as extra.
- (vii) We will administer the Contract from here onwards. If however, there are pending issues for which HNLU has not initiated necessary action as per Contract terms so far for any valid reasons or for reasons which were in the best interest of HNLU in the long term, we would not be accountable for the same. We will get ourselves familiar with such issues and place them before the Executive Council (in case the Executive Council has not been informed so far) for information and necessary advice as to further / future action with respect to them. We cannot be answerable for past lapses on part of the Contractor. For such lapses on part of the Contractor, we will



place the issues before the Executive Council and proceed as per the advice of the Council after due deliberation on the subject.

- (viii) We will therefore proceed to administer the work at site in terms of the Contract document from now onwards, try and bring as much paper work and formalities the Contract demands into order and take the work to completion.
- (ix) The above clauses have been mentioned as a result of the unique 'history' of the Contract.

#### 9. Fees

During the discussions and having looked at the various documents, it is noticed that there is some degree of mismatch between the work actually executed at site and the amount paid to the Contractor. This is because the Terms of Payment at the time of placing the Order on the Contractor, were framed in the Contract in such a manner that the Contractor has received payments 'upfront'. We will therefore set out the structure in which our fees are to be calculated in the following manner;

- (i) Fees paid to the UCE will be 1% of the balance work including taking into account the amount being certified by the UCE from this juncture. **The fee will be calculated on the entire amount, including Escalation and Cost of Extra items if any paid to the Contractor.** The Service Tax amount payable to the Contractor will not attract Consultancy Fees.





- (ii) As a rough estimate, we expect that the quantum or the amount that will attract UCE fees will be approx Rs.18 Crores. This is only a guesstimate and should not be held as a final figure. The amount can vary upwards or downwards.

(iii) Minimum Fee Clause:

In any event, to take the job upto completion, having specified the above, the total quantum of fees payable to us under no circumstances shall be less than a lumpsum of Rs. 12,50,000/- + Service Tax @ prevailing rate.

(iv) Fee for the Technical Team:

With respect to the Technical Team i.e. the Sr. Civil Engineer and Sr. Electrical Engineer, the fees will be clubbed together and paid to Sewri Consultants Pvt. Ltd. This amount will be Rs.30,000/- per month plus the prevailing Service Tax till completion on of the work or till their services are no longer required.

10. Time Period

- (i) Going by past experience for Projects of this nature, we are of the view that the Project will most likely go up to 31.12.2008 i.e. a period of 9 months from say 01.04.2008.
- (ii) Parts of the Building may be commissioned in parts to suit the needs of the University.



- (iii) Quite often, a further period of 3 months would be required for Final billing, certification, settling Extra items and Escalation bills, rectifications and minor finishing works, thus taking the extent of our services to 31.03.2009.

11. Terms of Payment:

Part A - Fees

- 1 An initial payment of Rs. 1,50,000/- on confirming of appointment within 14 days of presentation of our Bill.
- 2 A payment of Rs. 1,75,000/- per month starting from 01/06/2008 to be paid before the 10<sup>th</sup> day of the following month.
- 3 By 1<sup>st</sup> December 2008, it is expected that the job will be virtually completed and a calculation will be made as follows:
  - (i) Calculate 1% of the balance value of works from appointment of Engineer -In - Charge - 20/04/2008 say = Rs. X.
  - (ii) If Rs. X is less than Rs. 12,50,000/-, we will be due for the left over margin amount to fulfill our minimum fee clause, namely, 9(ii).
  - (iii) If Rs. X is greater than 12,50,000/-, the value of Fees due to us will be the full value Rs. X minus the amount paid till date.



Part B - Fees for the Technical Team

- (i) Fee for the Technical Team is payable as per clause 9(iv).

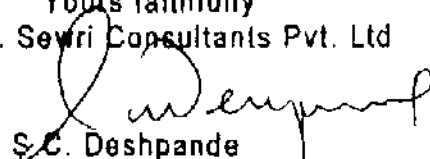
Part C

- (i) These terms of payment are to be read in tandem with all other clauses bearing financial implications.

We place this Proposal before you for consideration and await your response.

Thanking You,

Yours faithfully  
M/s. Sewri Consultants Pvt. Ltd

  
S.C. Deshpande  
(Engineer - In - Charge)  
HNLU Raipur)

**ESTIMATED COST FACTOR FOR AVAILING TECHNICAL SUPPORT FROM  
MR.S.C. DESHPANDE, ENGINEER-IN-CHARGE AND HIS TECHNICAL  
PERSONNEL, AS PER THE REVISED PROPOSAL SUBMITTED BY HIM  
FORWARDED BY SHRI ARSHAD HIDAYATULLAH.**

Sl.	Particulars	No.	Estimated Rate	Estimated Cost
(i)	Reimbursement of return airfare by economy class	3 persons x 2 visits = 6 persons	11000/- per person (approximately)	66000.00
(ii)	Local Conveyance (hired vehicle)	1 No. x 4 days = 4 days	1000/- per day (approximately)	4000.00
(iii)	Hotel Charges (for stay arrangements)	3 Nos. x 4 days = 12 days	5000/- per day (approximately)	60000.00
(iv)	Fees for Senior Architect & Senior Engineer		Rs.30000/- p.m. + Service Tax(12.5%)	33750.00
(v)	Consultation Fees (@ 1% of remaining work of 18 crores (approximately) plus service tax (12.5%), payable thereon - Estimated time period 10 months).	2025000/- divided by 10 months	202500/- per month (approximately)	202500.00
			<b>Total</b>	<b>366250.00</b>

**ESTIMATED MONTHLY COST WORKS OUT TO RUPEES THREE LACS SIXTY SIX THOUSAND TWO HUNDRED AND FIFTY (APPROXIMATELY)**

**ESTIMATED COST FOR 10 MONTHS WORKS OUT TO RUPEES THIRTY SIX LACS SIXTY TWO THOUSAND FIVE HUNDRED (APPROXIMATELY)**

**MINUTES OF THE EIGHTH MEETING OF ACADEMIC COUNCIL OF**  
**HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR**  
**MEETING DATED 19.06.2008**

The eighth meeting of the Academic Council of Hidayatullah National Law University took place on 19.06.2008 at 3.00 p.m. at the Conference Hall of the University wherein the following members were present:

1. Prof. (Dr.) M.K. Srivastava, Vice-Chancellor, HNLU
2. Prof. Matadin Madholia, Former Dean, Delhi University, Delhi
3. Shri Kanak Tiwari, Senior Advocate, High Court of Chhattisgarh, Bilaspur
4. Smt. Fouzia Mriza, Advocate, High Court of Chhattisgarh, Bilaspur
5. Prof. Hanumant Yadav, Faculty Member, HNLU
6. Dr. Ajay Kumar, Faculty Member, HNLU
7. Mr. S. Shanthakumar, Faculty Member, HNLU
8. Mr. V.S. Chowbe, Faculty Member, HNLU
9. Mr. Divya Tyagi, Faculty Member, HNLU
10. Mr. Anand Pawar, Faculty Member, HNLU
11. Mr. Vijay Kumar Singh, Faculty Member, HNLU

The agenda items were taken up as under:

1. **To make recommendations for award of Degrees to students of B.A.LL.B.(Hons.) and LL.M. and also to make recommendations for award of Gold Medals.**

**Decision:**

The Academic Council perused brief report on the students of graduating batch of B.A.LL.B.(Hons.) and the two batches of LL.M. who have already completed their courses of study at HNLU. The Academic Council has made the following recommendations for approval of the Executive Council:

- a. Degrees of B.A. LL.B. (Honours) may be awarded to the 44 students as per the list enclosed.
- b. Degrees of LL.M. may be awarded to the 9 students as per the lists enclosed.
- c. Gold Medal for B.A. LL.B. (Honours) may be awarded to Shri Adarsh A. Varghese, the student being the First Rank Holder in the first graduating batch.
- d. Gold Medal for Overall Best Performance in B.A. LL.B. (Honours) Batch-I may be given to Shri Adarsh A. Varghese.
- e. Gold Medal for LL.M. Batch-I may be awarded to Shri Shashank Thakur, the student being the First Rank Holder in the LL.M. Batch-I
- f. Gold Medal for LL.M. Batch-II may be awarded to Ms. Gayatri Devi S., the student being the First Rank Holder in the LL.M. Batch-II

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

**Proceedings:**

Shri Kanak Tiwari, Member of the Council opined that there should be a power point presentation covering a comprehensive list of academic activities of students and information regarding their placements. The University may also come with a small information brochure containing details of placement of students. For placements, internships and other academic activities an alumni of HNLU should be formed.

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

The meeting concluded with vote of thanks.



## Ranking Of Students

Batch-I Tenth - Sem. April 2008

Sl. No.	ID No.	Student Name	CGPA	Rank
1.	A1005	Adarsh A. Varghese	8.12	1
2.	A1013	Anant Kaushik	7.76	2
3.	A1066	Smreeti Prakash	7.68	3
4.	A1042	Kunal Kishore	7.61	4
5.	A1032	J. Parthasarathi	7.60	5
6.	A1003	Abhishek Dubey	7.53	6
7.	A1012	Anand Shankar Jha	7.42	7
8.	A1050	Neelina Gujarkar	7.32	8
9.	A1053	Nupur Nayak	7.26	9
10.	A1043	Loree Sonelhatia	7.13	10
11.	A1068	Tanuj Bhushan	7.00	11
12.	A1039	Kiran Prince	6.99	12
13.	A1020	Barsha Mishra	6.81	13
14.	A1034	Jeevan Ballav Panda	6.64	14
15.	A1024	Divya Varghese	6.61	15
16.	A1030	Harsh Wardhan	6.57	16
17.	A1029	Grandhi Hoyasala	6.38	17
18.	A1071	Vishesh Thakur	6.35	18
19.	A1047	Namita A. Minj	6.29	19
20.	A1011	Amit Shankar	6.27	20
21.	A1019	Ayush Ganediwala	6.21	21
22.	A1054	R.P. Janani	6.19	22
23.	A1017	Arya Shantakumar	6.17	23
24.	A1027	Garima Mishra	6.03	24
25.	A1016	Arvind V.	6.00	25
26.	A1045	Meenakshi Sinha	6.00	25
27.	A1033	Janak Kumar Hidko	5.94	26
28.	A1070	Vedant Shukla	5.89	27
29.	A1060	Rupal Agrawal	5.84	28
30.	A1014	Aparna Sharma	5.66	29
31.	A1025	Dyutimoy Mukherjee	5.59	30
32.	A1009	Alban Toppo	5.58	31
33.	A1061	Saurav Pandey	5.39	32
34.	A1062	Shalini Chandran	5.39	32
35.	A1067	Sudeep Vijayan	5.37	33
36.	A1008	Akash Jha	5.25	34
37.	A1001	Abhay Shankar Babu	5.24	35
38.	A1058	Ritu Bansal	5.09	36
39.	A1049	Navneet Wazalwar	4.99	37
40.	A1015	Arun Kumar Bajaj	4.91	38
41.	A1031	Intekhab Hassan	4.91	38
42.	A1004	Achuthan Sreekumar	4.89	39
43.	A1035	K.V. Srikant Nair	4.73	40
44.	A1007	Ajay Singh Rajput	4.03	41

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ANNEXURE

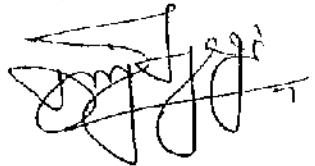
HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR (C.G.)

L.L.M. - Batch-I (July, 2003 to December, 2005)

Sl. No.	Name	Marks	Rank
1.	Mr. Shashank Thakur	842.25	1
2.	Mr. Ashish Mukherjee	826.50	2
3.	Mr. Shakti Dhar	814.25	3
4.	Mr. Chandresh	811.00	4
5.	Mr. P. George Giri	800.50	5
6.	Ms. Swati	742.50	6
7.	Ms. Ruma Pant	718.00	7

\* \* \* \* \*

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17/06/08







Annexure - 13

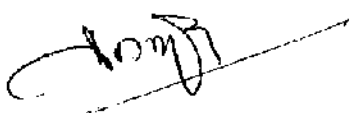

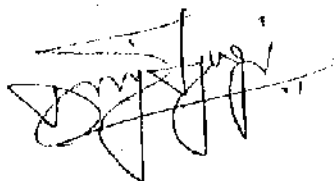
HIDAYATULLAH NATIONAL LAW UNIVERSITY, RAIPUR (C.G.)

LL.M. - Batch-II (July, 2004 to October, 2006)

Sl. No.	Name	Marks	Rank
1.	Ms. S. Gayathri Devi	867.75	1
2.	Mr. V.S. Gigimon	806.50	2

\* \* \* \* \*

Bat  
17/06/08



**JNLU, RAIPUR**

**CATEGORY: SC (ALL INDIA BASIS)**

Sl. No.	Admit Card No.	Name of the Candidate	Rank	Marks scored
1	0210408	Samir Chokhandre	3642	91.50
2	0210279	Vijayashree Rathore	3806	90.50
3	1410555 1610677	Ravi Kumar Abhishek Verma (The tie will be resolved on the basis of the 12 <sup>th</sup> standard marks)	3891 3891	90.00
4	0910135	Parmita Das	4065	89.00
5	1810361	Amit Anand	4250	88.00
6	1910132	Utsav Mahishwar	4250	88.00

**CATEGORY: ST**

Sl. No.	Admit Card No.	Name of the Candidate	Rank	Marks scored
1	1320330	Anubhuti Dungdung	3980	89.50
2	0910138	Nikhita Kanam P. Engheepi	4140	88.50
3	1320306	Aloke Murmu	4750	85.00

**CHATTISGARH STATE****CATEGORY - SC**

Sl. No.	Admit Card No.	Name of the Candidate	Rank	Marks scored
1	0610033	Romaben Kosaria	4918	84.00
2	1410252	Kunal Kulbhaskar	6183	78.00
3	1910082	Anju Harbansh	7027	73.00
4	1910107	Mrinalini Katuikar	7677	70.00
5	1910039	Rubi Mandal	7677	70.00

**CATEGORY - ST**

Sl. No.	Admit Card No.	Name of the Candidate	Rank	Marks scored
1	1910206	Bhavna Nayak	3642	92.00
2	1910062	Sarita Bhakla	4841	85.00
3	0210103	Nirdosh Lakra	5873	79.00
4	0210104	Jogi Ravi Kujur	6667	75.00
5	1910058	Seema Kanwar	7121	73.00
6	1910025	Shanti Bhanu	7230	72.00
7	1910184	Rupal Rani Netam	7497	71.00
8	1910220	Nausheen R. Deo	8527	65.00
9	1910045	Sonal Singh Dhruw	8756	64.00
10	1910162	Vivek Netam	8827	63.00
11	1910061	Vivek Karketa	9300	60.00
12	1910034	Neeraj Netam	9593	57.00



Subject: - Construction of internal roads at the campus of HNU, at Village Uparwara.

The proposal for construction of internal roads at campus of HNU was approved by the Executive Council held during May 2007. The details are as follows.

Total road length approved is 3600.20 m (3.600 km) in different categories.

Internal concrete road 104152 Sq.m @ 1693.26 = 176.93 lac.  
 Concrete C.C. Block Road 5700 Sq.m @ 332.86 = 18.97 lac  
 Pathway of C.C. Block 7600 Sq.m @ 1052.56 = 79.99 "  
 Cross drains (Culverts) 10 Nos. @ 5580 = 5.58 "  
 Total = 282.00 "

Now new proposal is prepared according to current requirements. Total road length is 3985.10 m. (3.985 km). The length is increase because of change of location of Staff Qtrs. and approaches upto kitchen stores for carting of raw materials of kitchen. The difference is (+) 385.10 m.

Details of road length is as below.

Double road of 5.5m width	5.5m wide concrete road	5.50m. wide C.C. Interlock Block Road	3.0m. wide C.C. interlock Block Pathway
250m. (250 x 2 = 500)	Round road of Academic Block - 405 m. GH (130.7 + 73) = 203.70 m. (Girls Hostel) Boys Hostel = 188.00 m. V.C. Bungalow = 300.00 m. <u>1096.70 m.</u>	App road of Staff Qtrs - 797.80 m. Girls Hostel Approach - 411.00 " Boys Hostel Approach - 540.60 " <u>1749.40 "</u>	639.00 "

Total length - 5.5 m. Concrete Road = 1596.70 m.  
 500 + 1096.70  
 5.5 m. C.C. block Road = 1749.40 m.  
 3.0 m. C.C. block Road = 639.00 "  
3985.10 "

Now Estimated cost of road with divider in between two app. roads of Academic block and road side drain at both side in entire length of Road. Details as follows.

Approach road (double width) of Academic block - Rs. 44,10,200/- (5.5m. wide concrete road)  
 Divider cum flower bed in between this road - Rs. 7,65,000/-  
 Approach road of Hostels, V.C. Bungalow and around the Academic Block - Rs. 93,57,200/- (5.5m. wide concrete road)  
 Approach road of Staff Qtrs & mini approaches of Hostels etc. - Rs. 90,70,700/- (5.5m. wide C.C. Block interlock road)  
 Construction of road side drains - Rs. 24,96,000/-  
 Path way C.C. interlock block road - Rs. 23,98,000/- (3.0m. wide Path way)  
 Construction of 10 No. H.P. Culverts - Rs. 6,10,000/-

Total = Rs. 291,71,000/-

There is difference in cost Rs. 2,91,700/- & at Rs. 2,71,000/- that is due to increase in rates of steel and also increase in length of road.

Administrative and Technical approval may be accorded so that further action to start construction may be taken.

Submitted for orders.

*[Signature]*  
19/6/08

E.E./-

8th-ah -

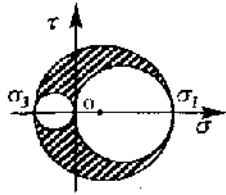
The details of exceeding the C&T - previously approved by the Executive Council given in the note should be sent to the Administrative & Technical approval may please be accorded for taking further action please.

*[Signature]*

19/6/08  
E.E./E.E.

9/2.

# SEWRI CONSULTANTS PRIVATE LIMITED



## CONSULTING ENGINEERS

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Apeejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.

Ref. No.: SCD/2430/2504

Date: 26/05/2008

To,  
The Registrar,  
Hidayatullah National Law University,  
Raipur,  
Chattisgarh - 492 001

Sub: HNLU New Campus Construction Project

Dear Sir,

The undersigned refers to the correspondence resting with his letter SCD\_2430\_2503 dated 23/05/2008 on the subject and states as under;

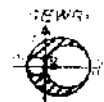
1. Please refer to the undersigned's letter no. SCD\_2430\_2499 dated 22/05/2008, paragraph No. 3 and No. 4.

- (i) As per paragraph no. 3, kindly arrange to clear payments stated therein.
- (ii) 'Extension of Time' without penalty is granted upto 31/07/2008.
- (iii) While effecting payment, an amount equivalent to the Bill raised by M/s. Starc dated 08<sup>th</sup> May 2008 of value Rs. 61,798/-, should be **deducted** from the payment being released to the Contractor.
- (iv) Further, an adhoc amount of Rs. 10 Lacs be **withheld** till the concerned authorized officer of M/s. NCCL (Mr. Srinivas) is available for a meeting with the undersigned. The undersigned has been trying to contact Mr. Srinivas for the last 3 days but has not been successful although messages have been sent through various persons of his organization (including Mr. Shastri and Mr. Rohit Bhargava, Head, Business Development). The fact that the authorized officer 'In charge' of this Project is not available for even a telephonic discussion, has resulted in the undersigned being left with no option but to initiate the above action as an initial step.

2. The instructions in Paragraph 1 above are the 'operative measures' that need to be put into motion at this juncture. Rest of the letter now follows.

3. The purpose of the proposed meeting is to bring the Contract 'in line' and put into place effective 'control' measures to ensure that the work is completed by 31/07/2008.

Page No. 1



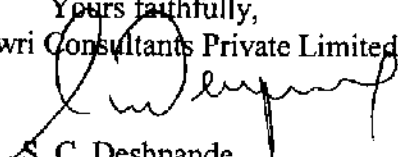
4. The Agenda of the proposed meeting will be;
  - (i) Ensure that M/s. NCCL deploy a full time Architect at site for the duration of the Contract till completion of the work in order to achieve Architectural Control on a day to day basis now that the work is at a finishing stage. Engineering Staff stationed at site are not the appropriate personnel and are not 'sensitive' to the Architectural requirements.
  - (ii) Further, M/s. NCCL immediately undertakes required remedial measures which need to be implemented – a comprehensive list will again be drawn up at this proposed meeting in order to bring the work as required to completion by July 2008.
  - (iii) Have full scale discussions with M/s. NCCL on the 'Extra Item' list submitted including its admissibility and cost implications.
  - (iv) Initiate a discussion with respect to the financial implication, its quantum, its admissibility etc as a result of the 'change of site' that the Project underwent nearly 18 / 20 months ago.
5. In convening this **vital** meeting and on M/s. NCCL not only assuring, but also commencing implementation of these measures, the ground realities at site will be reviewed. If found satisfactory, due consideration will be given to release the '**adhoc**' amount of Rs. 10 Lacs now withheld from the Contractor's bills on receiving such an application from the Contractor.
6. In order that HNLU keep its record books open,
  - (i) The undersigned requests that HNLU may please request for an appointment with the Hon. Minister of Law, Government of Chattisgarh. This will offer HNLU an opportunity to appraise the Hon. Minister of the developments of the case since we last met him on 05/05/2008 in his office.
  - (ii) Kindly inform the undersigned the date on which such an appointment has been fixed with the Hon. Minister concerned, so that the undersigned can fly down to Raipur to attend the same.
  - (iii) The undersigned will take this opportunity to have a 'one to one' with you as it would be informative and interesting to understand how you were



managing this Contract earlier. Please keep yourself free for such a discussion on that particular day.

7. As of now the undersigned will be canceling the visit proposed for 27/05/2008 which please note.
8. Awaiting your response.

Thanking you and with regards

Yours faithfully,  
M/s. Sewri Consultants Private Limited  
  
S. C. Deshpande  
Engineer – in – Charge  
HNLU (Raipur)

CC.: The Vice Chancellor – HNLU

Officefiles\_SewriConsu/2430\_2504 dated 26.05.2008



# Hidayatullah National Law University

HNLU Bhuwan, Civil Lines, Raipur-491001 (C.G.)

Phone No. 0771-4080114, 4080117, Fax 0771-4080118

email: registrar@hnlul.ac.in www.hnlul.ac.in

No.HNLU/REG/2008

Dt.15.06.2008

To  
Shri S.C. Deshpande  
Engineer-in-Charge, HNLU &  
Managing Director  
SEWRI Consultants Pvt. Ltd.  
Apeejay Chambers, Wallace Street, Fort  
MUMBAI-400001

Dear Sir,

Please refer to the telephonic conversation we had yesterday. Telephonically you have informed that in your meeting dated 10.06.2008 at Raipur with officers of NCCL, V.C. Bungalow is being included as an extra item.

Since, the very beginning, during discussions in various meetings and proposals of NCCL submitted from time to time, V.C. Bungalow has been a part of the Staff Quarters and not as an extra item. NCCL through their various communications have been demanding fixation of rate for additional area of staff quarters (the calculation of additional area always included V.C. Bungalow under the Staff Quarters). This was the reason, that in the meeting dated 13.02.2008 decision has been taken for payment of additional staff quarters which states as under:

"4. Payment for additional work towards staff quarters will be paid to NCC as proposed (excluding the cost of drawings) i.e. @ Rs.740/- per Sqft. or Rs.7912/- per Sq.M."

The minutes of the meeting have already been signed by your goodselfs and A.G.M. NCCL. (Copy enclosed for your ready reference). Hence V.C. Bungalow cannot be treated as an extra item.

Further, as per the agenda communicated by you for the meeting dated 10.06.2008, we have apprised you with our views and facts item-wise to which we feel no cognizance has been taken. Hence, we reproduce the contents for your perusal and further necessary action:

## **AGENDA FOR THE MEETING DATED 10.06.2008**

Shri S.C. Deshpande, University Engineer-in-charge vide letter No.SCD/2430/2504 dated 26.05.2008 has informed the following agenda items for the meeting dated 10.06.2008:

- (i) Ensure that M/s. NCCL deploy a full time Architect at site for the duration of the Contract till completion of the work is at a finishing stage. Engineering Staff stationed at site are not the appropriate personnel and are not 'sensitive' to the Architectural requirements.
  - There is no control and supervision of Architect on the part of the contractor on the construction site in spite of our repeated requests.



# Hidayatullah National Law University

HNLU Bhawan, Civil Lines, Raipur-492001 (C.G.)

Phone No. 0771-4080114, 4080117, Fax 0771-4080118

email: registrar@hnlu.ac.in www.hnlu.ac.in

- (ii) Further, M/s. NCCL immediately undertakes required remedial measures which need to be implemented - a comprehensive list will again be drawn up at this proposed meeting in order to bring the work as required to completion by July 2008.
- Time and again NCCL has proposed construction of Training Centre and Directors' Bungalows in place of auditorium but have not yet started the construction.
  - M/s. NCCL have not yet started construction of Class IV Staff quarters and V.C. Bungalow. NCCL has not made any mention about Class IV Staff Quarters and V.C. Bungalow nor provided any time schedule in their revised construction programme submitted on 5th May 2008.
  - Girls Hostel - Doors and windows not fixed, electrical wiring and fittings not started, flooring work is also incomplete, white washing outer & inner not yet started, sanitary fittings not installed, plumbing work not completed, water supply not yet provided.
  - Boys Hostel - Doors and windows not fixed, electrical wiring and fittings not started, flooring work not started, white washing outer & inner not yet started, sanitary fittings not installed, plumbing work not completed, water supply not yet provided.
  - Academic Block & Administration buildings - Doors and windows not fixed, electrical wiring and fittings not started, flooring work in Ground Floor not started, white washing outer & inner not done, sanitary fittings not installed, plumbing work not completed, water supply not yet provided, teacher's office area not completed above conference hall, repairs of classrooms not carried out, polycarbonate sheet not affixed, lifts not installed, the work of duct A.C. is going very slow, false ceiling of conference hall, internet centre and library not completed, railing in internet centre, stairs not affixed.
  - Staff Quarters - Only brick masonry and plastering is under progress, all other civil, electrical, sanitary, plumbing works are not started.
  - Water tank - Only pillars have been erected. Construction of tank not started.
  - Transformers not brought and installed.
  - Electrical substation work not started.
  - External Development work - for electricity connection not started.
  - Drainage and Sewage Treatment plant not started.
  - NCC submitted Statement of balance work on 28.03.2008 but no progress has been made.
  - On 09.05.2008, Engineer-in-charge approved the fixing of doors, windows and glasses but NCCL has not any of the work.
- (iii) Have full scale discussions with M/s. NCCL on the 'Extra Item' list submitted including its admissibility and cost implications.
- &
- (iv) Initiate a discussion with respect to the financial implication, its quantum, its admissibility etc. as a result of the 'change of site' that the Project underwent nearly 18/20 months ago.



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With reference to NCCL letter No.NCCL/HNLU-R/E-I-C/001/2008-2009 dated 05.05.2008, the following facts are worth mentioning: As per the contract agreement, designs and drawings are to be prepared by the construction company. The architectural support is also to be provided by the construction company. The contract agreement was executed and work order given to the construction company on 20.05.2004 to complete the project within stipulated period of 14 months and stipulated tendered cost of Rs.39.20 crores on an area of 70.77 acres of land at Village Tuta. In the year 2004 itself Rs.32.00 Lacs were given in advance to the construction company.

The construction company started the work but did not continue and complete it within stipulated time period of 14 months i.e. by 19 June 2005, mentioning reason for non-completion of work, as pendency of their demand for release of mobilization advance, 10% of the contract value. This reason of the construction company is not justifiable.

Clause 8 of the General Conditions of the contract agreement at page No.94, states as under:

## **"8. MOBILISATION ADVANCE**

An amount of 10% of the Contract value shall be given as mobilisation advance, interest free, if required against Guarantee from Nationalised Bank or on purchase of equipment and machinery.

The contractor shall submit to the Engineer-in-Charge the account of utilisation of such advance alongwith proof of payments made, duly certified by the competent authority (chartered accountant of the firm) within 30 days. The entire amount of mobilisation advance alongwith interest will be recovered in 10 instalments commencing from 3rd month."

It has been specifically mentioned in the above clause that mobilization advance is to be given against Guarantee from Nationalised Bank or on purchase of equipment and machinery. The contractor Nagarjuna Construction Company Ltd. neither submitted Guarantee from Nationalised Bank nor purchased equipment and machinery for HNLU building project. Hence NCCL was not entitled for mobilization advance and it was not released to the construction company. For release of mobilization advance, it was essential for the NCC to comply with the conditions mentioned in the contract agreement.

**The construction company did not complete the project within the stipulated time period of 14 months due to which penalty is leviable on NCC after 19.06.2005.**

NCCL submitted Bank Guarantee for release of mobilization advance in the month of June 2006, and accordingly mobilization advance of Rs.392.00 Lacs was released to the contractor as on 09.06.2006. The construction company has till date not submitted the account of utilisation of such advance alongwith proof of payments made, duly certified by the competent authority (chartered accountant of the firm) within 30 days,





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as required under the contract agreement. The construction company has not utilized the amount of mobilization advance for the purpose for which it was granted rather the contractor has earned interest from the University's amount. **HNLU should be compensated by the NCCL for the interest earned by it from University's funds.**

Even after release of mobilization advance as on 09.06.2006 (the so called reason for non-completion of the project within stipulated time), and extension of time, NCCL did not complete the work within 14 months. **Hence the delay, non-completion of the project in stipulated time period has been due to the contractor itself for which penalty is leviable on the contractor.**

Since about more than one-and-half years, we have been repeatedly asking the contractor to provide a copy of Bill of Quantities forming as Volume IV and Quantities and their rates as Volume V, forming part of the contract agreement but the same has not been submitted till date, which are required to be submitted at an earliest.

NCCL vide its letter No.NCC/HNLU-R/012/2006-07 dated 09.10.2006, looking to the constraints and non-feasibility of construction on land at village Tuta, had requested to change the location.

## QUOTE

*"If we summarize all the problems mentioned above neither HNLU nor NCCL is comfortable with the location of site, it is crystal clear from the above that proceeding with the Construction of University at the given location is not viable, rather any alternative can be preferred.*

*As an alternative, it is advisable to shift the location of building construction to other area to avoid permanent problems of flooding and expected additional expenditures to be made by HNLU and NCC. If it is done earliest possible, we assure to complete the project within the stipulated time and cost. We will not claim any charge or compensation for the work done at the present location keeping the best interest of the project, NCC and HNLU".*

## UNQUOTE

Looking to the request and assurance of the construction company vide their letter dated 09.10.2006, that they will not charge anything extra or will not demand extra time for construction if construction site is changed, the site was shifted from Village Tuta to Village Upervara and the new site was handed over to the NCCL on 06.11.2006. There was a general presumption that the date of contract will change from 20.05.2004 to 06.11.2006. Due to this reason the Executive Council has granted extension of time for completion of construction work from 06.11.2006 for a period of 14 months. After this time period no extension has been granted and hence penalty is leviable after 05.01.2008.

Further, in this regard we would like to apprise the facts, pointwise w.r.t. NCCL letter



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dated 05.05.2008:

1. Nothing is to be said w.r.t. Point No.1 regarding University Engineer-in-Charge.
2. The NCC may be asked to submit one set of final Drawings/Specifications as is being submitted to E-in-C by the NCCL.
3. NCCL was granted extension of time upto 05.01.2008 for completion of the project i.e. 14 months w.e.f. 06.11.2006 but NCCL has not completed the project hence penalty is leviable.
4. NCCL vide letter No.NCC/HNLU-R/E-I-C/018/07-08 dated 19.07.2007 had confirmed that drawings/specifications and locations of various buildings had been finalized by NCCL Architect Mr. Amit Sharma's visit to Raipur between 18th & 19th of July 2007. However, the work of V.C. Bungalow and Class IV staff quarters has not been started till date. The minutes of the meeting dated 22.08.2007 may also be perused in this regard.  
Sl.No.7 of the minutes of the meeting states that "It is mutually agreed that whatever Architect of NCC has suggested on 18th & 19th of July 2007 regarding revised elevation (arrangement), revised architectural drawings, revised layout of campus, use of stones (flooring), colour schemes (internal & external), sanitary works, water supply, joinery etc., there is no problem but in the interest of the University i.e. for completion of building & execution at an earliest. NCC will explore use of vitrified tiles in internal corridor so that work may be completed at an earliest."
5. Sl.No.8 of the minutes of the meeting states that "P.W.D. Electrical Wing has cleared drawings, load etc. related to electrical part of HNLU building. NCC will purchase two transformers each of 33 KV/750 KVA and apply to CSEB for electrical connections. As far as facilities and specifications are concerned, NCC will provide the details to the Engineer in Charge". The University and NCCL both had mutually agreed to equally bear the cost of additional transformer (on the basis of actual cost of transformer) and that all other specifications including accessories required for electrical installation will be borne by NCCL.
6. However, for construction of additional staff quarters, payment will be made by HNLU to NCCL. The rates for construction of additional staff quarters have been mutually finalized in the meeting dated 13.02.2008.
7. As per contract agreement bills are to be raised every month on a date fixed by Engineer-in-Charge and bills are to be processed as per conditions given in the contract agreement.
8. NCCL has about seven weeks ago submitted the revised payment schedule in which they have already proposed construction of 'Training Centre and Directors' Bungalows in place of Auditorium.
9. All the bills past, present and future are to be calculated as per revised payment schedule, and plus or minus amount is to be adjusted accordingly.
10. The time of extension for construction work was given to NCCL upto 05.01.2008 which has already elapsed. In January 2008, NCCL had also submitted revised construction programme and assured to complete the work as



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per the construction programme (i.e. upto April 30th, 2008) subject to payment of 9th, 10th & 11th R.A. Bills. Despite payment of 9th, 10th & 11th R.A. Bills and also 12th & 13th R.A. bill NCCL has not completed the work. Hence, beyond 05.01.2008, penalty is leviable on NCC as per penalty/bonus clause as proposed by NCCL in letter No.NCC/HNLU-R/E-I-C/029/07-08 dated 10.08.2007.

11. Pending bills are to be calculated on the basis of revised payment schedule which is to be done at an earliest.
12. The extension of time for completion of the work was upto 05.01.2008, after that period penalty is leviable and calculated as proposed by NCCL in letter No.NCC/HNLU-R/E-I-C/029/07-08 dated 10.08.2007.
13. Drawings of Training Centre/Director's Bungalow may be submitted at an earliest.
14. The objections raised by the S.E. P.W.D. vide inspection report dated 26.03.2008 have not been complied by NCCL.
15. NCCL has not started the electrical work as per the plan submitted on 26.11.2007.

Prompt action at your end on the basis of above facts is solicited at an earliest.

With regards

REGISTRAR

MINUTES OF THE MEETING DATED 13.02.2008

On the initiative of the Executive Council, Shri S.C. Deshpande, Consulting Engineer, Sewri Consultants, Mumbai was appointed for the purpose of going through the contract documents, correspondences, visit the site, to interact with the parties to the contract for expediting the construction work and resolve the pending issues.

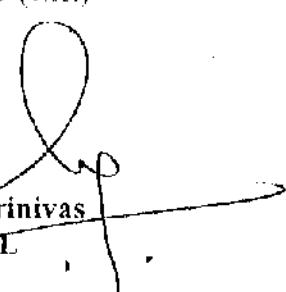
A meeting was held at 4.30 p.m. in the chamber of Hon'ble Vice-Chancellor wherein the following were present:

1. Shri Sudhir Deshpande, Consulting Engineer, Sewri Consultants, Mumbai
2. Shri M.S.A.N.B. Srinivas, AGM, Nagarjuna Construction Company Ltd.
3. Shri M.K. Thakre, Registrar (Incharge), HNLU
4. Shri A.K. Bose, Executive Engineer, HNLU

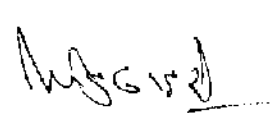
After discussing in detail all above have come to the following conclusion:

1. All the components for various buildings as mentioned in the sub-headwise break up of the Financial Bid shall be appropriately reflected in the payment schedule block wise.
2. All the letters written by the parties will be taken back.
3. We will try to reinstate to date of the contract which is 20.05.2004.
4. Payment for additional work towards staff quarters will be paid to NCC as proposed (excluding the cost of drawings) i.e. @ Rs.740/- per sqft. or Rs.7912/- per Sq.M.
5. The contractor was asked to expedite the work at site. At the same time in view of this, it was agreed that pending bills of the of the contractor will be cleared in next 10 days (i.e. 9th R.A. Bill within three days and 10th & 11th R.A. bill within 10 days).
6. Mr. Deshpande will review the architectural set up in a sample class room. the contractor is to provide softcopy of the architectural and structural drawings. Mr. Deshpande will send his working drawing within next eight days.

  
Shri A.K. Bose  
Executive Engineer (Etc.)  
HNLU

Agreed;  
Except Pt no ②  
  
Shri M.S.A.N.B. Srinivas  
A.G.M., NCC

  
Shri S.C. Deshpande  
Consulting Engineer  
SEWRI Consultants, Mumbai

  
Shri M.K. Thakre  
Registrar (Incharge), HNLU