



AGENDA

43RD MEETING

OF

THE

BUILDING & WORKS COMMITTEE

VENUE: SENATE HALL, S. N. RAY MEMORIAL
BUILDING, NIT DURGAPUR.

DATE: DECEMBER 22ND, 2023 (FRIDAY)

TIME: 11.30 A.M.

**NATIONAL INSTITUTE OF TECHNOLOGY
DURGAPUR**

**Agenda Notes for
43rd Meeting of Building and Works Committee,
National Institute of Technology, Durgapur**

Venue: NIT Durgapur (Online mode)

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**AGENDA NOTES FOR 43rd MEETING OF BUILDING AND WORKS COMMITTEE OF
NIT DURGAPUR.**

Chairman, Building and works committee, National Institute of Technology, Durgapur welcomes the members and special invitees to the 43rd meeting of the Building and Works Committee.

Item No. 43.1	To confirm the minutes of the 42nd Meeting of Building and Works Committee (B&WC) held on 03.02.2023 online over MS-Teams at NIT Durgapur.
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The minute was sent to all members. **(Annexure - 43.1)**

Item No. 43.2	To note down the action taken on items resolved in 42nd Building and Works Committee (B&WC) held on 03.02.2023.
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The report is enclosed. **(Annexure - 43.2)**

Item No. 43.3	Progress of Various Ongoing Projects:
	Work is in progress for several ongoing projects as mentioned below: I. Central Research Laboratory (Utkarsha Bhavan) (under HEFA) II. Projects under EWS (total approved amount of Rs. 29.00 crores vide F.No.5-3/2021-TS.III, dt. 09.04.2021) involving the following: (a) Expansion & refurbishing of laboratories, academic departments & classrooms. (b) Modernisation of messes in all hostels with mechanized kitchen & furniture & networking. (c) Extension of sewer line in NIT Campus. CPWD is to submit a report. (Annexure - 43.3)

Item No. 43.4	Development of the site around IT building & widening of the portion of road in between IT building & S. N. Roy building of NIT Durgapur
	The main office of the Institute, including the office of the Director, is located in S. N. Roy building. After a site visit by the Director with a team of officials of the institute and representatives of CPWD, it was decided that the site needs to be developed in order to provide better accessibility to both the buildings. Better landscaping is also necessary to improve the surface drainage conditions. CPWD has submitted a P.E. for an amount of Rs. 43,71,800/- only for the same (Annexure - 43.4).

	Placed for kind approval of the proposal.
Item No. 43.5	Raising the height of balcony railing & replacing rain water pipe at Hall 12 at NIT Durgapur.
	<p>Hall 12 is used for accommodating foreign students. The height of balcony railing needs to be increased considering the safety of students. The building being approx. 10years old, the rain water pipes have also become defective in many places, affecting different parts of the building during rains.</p> <p>CPWD has submitted a P.E. for an amount of Rs. 47,11,400/- only for the same (Annexure – 43.5).</p> <p>Placed for kind approval of the proposal.</p>
Item No. 43.6	Raising the height of balcony & stair case railings of Hall 13 at NIT Durgapur.
	<p>Hall 13 (Sarojini Naidu Hall of residence) is one of the girls' hostels of the institute. The height of balcony & stair case railing needs to be increased considering the safety of students.</p> <p>CPWD has submitted a P.E. for an amount of Rs. 46,21,100/- only for the same (Annexure – 43.6).</p> <p>Placed for kind approval of the proposal.</p>
Item No. 43.7	Raising the height of balcony of New Academic Block at NIT Durgapur.
	<p>New Academic Block is used for holding semester examinations for UG students and all placement activities, besides holding regular classes, particularly for students of the first year.</p> <p>The height of balcony railing needs to be increased considering the safety of students.</p> <p>CPWD has submitted a P.E. for an amount of Rs. 12,86,000/- only for the same (Annexure – 43.7).</p> <p>Placed for kind approval of the proposal.</p>
Item No. 43.8	Repair & reconstruction of damaged boundary wall at back side of NIT Durgapur campus.
	<p>A stretch of the boundary wall at the backside of the campus was severely damaged due to heavy flow of surface water runoff during an event of heavy rains. From the viewpoint of maintaining campus security, the stretch of damaged wall needs to be repaired & reconstructed as per the necessity immediately.</p> <p>CPWD has submitted a P.E. for an amount of Rs. 25,71,800/- only for</p>

	the same (Annexure – 43.8) . Placed for kind approval of the proposal.
Item No. 43.9	Providing & fixing of cupboard shutters in Hall 7 at NIT Durgapur.
	Hall 7 (Nivedita Hall of residence) is the oldest among the girls' hostels of the institute. However, due to lack of availability of covered storage spaces in the rooms, the students face difficulty in safe storage of their personal belongings. Providing shutters to the existing open cupboard spaces will solve the problem. CPWD has submitted a P.E. for an amount of Rs. 13,34,500/- only for the same (Annexure – 43.9) . Placed for kind approval of the proposal.
Item No. 43.10	Urgent repair & refurbishing work to make Director's ORA habitable & make ready for occupancy at the campus of NIT Durgapur.
	The Director's bungalow is presently about 60 years old. After joining of the present Director, it was observed after a site visit that urgent repair & refurbishing work, as per the requirement, was necessary to make Director's ORA habitable & ready for immediate occupancy of the incumbent Director. CPWD has submitted a P.E. for an amount of Rs. 48,81,200/- only for the same (Annexure – 43.11) . The proposal to carry out the same from the savings of project funding under CPWD was approved by the Chairman, BOG of the institute (Annexure – 43.10) . The accommodation was made ready by CPWD & is presently under use. Placed for kind ratification of the proposal.
Item No. 43.11	Extension of existing Director's bungalow to meet type VII (new) quarters plinth area norm etc. at the campus of NIT Durgapur.
	The existing Director's bungalow was constructed in the 1960s. After joining of the present Director, it was observed after a site visit that changes are required to meet the entitlement of the present pay level of the position of the Director [type VII (new) quarters plinth area norm (Annexure – 43.18)]. The proposal to carry out the same was approved by the Chairman, BOG of the institute (Annexure – 43.10) . CPWD has submitted a P.E. for an amount of Rs. 36,21,100/- only for the same (Annexure – 43.12) . Placed for kind approval of the proposal.
Item No. 43.12	Development works in the compound of Director's bungalow at the campus of NIT Durgapur.
	After joining of the present Director, it was observed after a site visit that the compound of the Director's bungalow needs to be developed with improved facilities.

	<p>CPWD has submitted a P.E. for an amount of Rs. 55,38,500/- only for the same as detailed below (Annexure – 43.13).</p> <p>“Development works such as repair / renovation of existing boundary wall along with providing paver tiles around the building on existing CC pavement, providing a shaded car parking area with driver’s rest room & providing paver blocks etc.”</p> <p>Placed for kind approval of the proposal.</p>
Item No. 43.13	<p>Court Case in connection with “Construction of 500 Seated Girls Hostel constructed by CPWD at NIT Durgapur</p>
	<p>Construction of a 500 seated Girls Hostel was approved as per the resolutions of 25th Building & Works Committee Meeting held on 17.02.2014 and subsequent 27th FC resolutions and 31st BOG resolutions. Estimated amount was Rs. 35.17 crore. MOU signed between NIT Durgapur and CPWD on 31.10.2013 for construction of G+4, 500 seated Girls Hostel. CPWD awarded the work to M/s Subir Engineering Works Pvt. Ltd.</p> <p>Further as per the resolutions of 28th B&WC meeting dated 15.09.2015, item no. 28.12 and subsequent 35th FC resolutions and 39th BOG resolutions dated 22.09.2015, 02 additional stories over G+4, 500 seated Girls Hostel AA&ES issued by NIT Durgapur on dated 15.02.2016.</p> <p>The project is completed & the hostel is under use.</p> <p>It is intimated by CPWD that the agency of the above work had gone to the arbitral tribunal for the adjudication of disputes arose in the work. The said award was challenged by CPWD in Commercial Court at Asansol. Now the Ld. Court of the Judge, Commercial Court at Asansol has taken a decision on the disputes on 19.08.2023. Copy of the Judgement of Ld. Court is being submitted for record & release of fund please. The payment amounting to Rs. 1,02,43,272.00 (Rupees One Crore Two Lakhs Forty-Three Thousand Two Hundred Seventy-Two Only) up to 15.11.2023 to be made to the agency as decided by the Commercial Court at Asansol at the earliest. Interest liability is increasing @ 2014.09 per day.</p> <p>As per Clause 10.13 of the MOU signed between NIT Durgapur and CPWD on 31.10.2013, NIT Durgapur also agrees to undertake the following : “Paying any claims upheld by an arbitrator or court of law relating to the work.” (Annexure 43.21).</p> <p>CPWD has requested to release the necessary fund at earliest so that the further burden of interest is reduced attaching the following</p>

	<p>documents.</p> <ol style="list-style-type: none"> 1) Copy of the Arbitration Award. (Annexure – 43.14) 2) Copy of Commercial Court Judgement dated 19.08.2023. (Annexure – 43.15) 3) Opinion of the Govt. Counsel. (Annexure – 43.16) <p>The issue was discussed in a meeting held on 29.11.2023 in presence of members of Institute administration & representatives of CPWD. In the meeting, it was resolved that the report presented by CPWD alongwith necessary documents shall be vetted by the External Legal Experts for further needful action. (Annexure – 43.20)</p> <p>Placed for a discussion & decision in this regard.</p>
Item No. 43.14	Any other matter with permission of Chair.

DIRECTOR

Registrar

Minutes of the
42nd Meeting of the Building & Works Committee, NIT Durgapur
Held online at NIT Durgapur on February 03, 2023 from 03.00 p.m. onward

Members Present:

1.	Prof. Indrajit Basak Director National Institute of Technology Durgapur: 713209	Chairman
2.	Ms. Veena Dunga Deputy Secretary (NITs) Department of Higher Education Ministry of Education Shastri Bhawan New Delhi: 110015.	Member
3.	Shri Anil Kumar Director (Finance) Department of Higher Education Ministry of Education Shastri Bhawan New Delhi: 110015	Member
4.	Prof. Kamal Bhattacharya Department of Civil Engineering Chairperson (Maintenance & Campus Facility and Planning) National Institute of Technology Durgapur: 713209.	Member
5.	Prof. Atul Krishna Banik Department of Civil Engineering Chairman (PMQCC) National Institute of Technology Durgapur: 713209.	Member
6.	Prof. S. Bhattacharyya Department of Civil Engineering Chairman (Construction) National Institute of Technology Durgapur: 713209.	Member
7.	Shri C.P. Sharma (Nominee of CPWD, Civil Wing) Superintendent Engineer (Civil), NIT Durgapur	Member
8.	Shri Israr Ahmad Executive Engineer CPWD, NIT Durgapur Camp Office	Member
9.	Dr. Bibhash Sen Head, Computer Centre NIT Durgapur	Invitee Member
10.	Shri Soumya Sen Sharma Registrar	Member-Secretary

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National Institute of Technology
Durgapur: 713209.

At the beginning of the 42nd B&WC meeting, the Chairman of the Committee has extended his warm welcome to the members and thanked them all for their keen interest towards the infrastructural development programme of the Institute.

Item No.	Item	Resolution
42.1	To confirm the minutes of the 41 st Meeting of Building and Works Committee (B&WC) held on 11.05.2022 (Tuesday) online over MS-Teams at NIT Durgapur.	Confirmed.
42.2	To note down the action taken on items resolved in 41 st Meeting of the B&WC.	
42.2 /41.2/ 40.2/39.2/ 38.2 /#34.2 /33.2 /.. /29.14	Progress of Boundary Wall and peripheral road. Letter issued from CPWD, work is under progress.	Noted.
42.2/41.2 / 40.2 / 39.2 / 38.2 / 34.2 / 33.2 / .. /30.3	Addressing functional deficiencies of New Guest House. Work to be initiated by the Maintenance Section of the Institute.	Noted.
42.2/41.2/40.2/39.2/ 38.5	Comprehensive parking facilities in NIT campus. Work is awarded by the CPWD. Physical progress is very slow. Need to be expedited.	CPWD to expedite the work.
42.2/41.2/40.2/39.2/ 38.6	Construction of Vertical Extension of Thermal Engineering Laboratory. Work is under progress. Need to be expedited.	CPWD to expedite the work of the project under EWS.
42.2/41.2/40.2/39.2/ 38.7	Mechanization of Kitchen & Modernization of dining halls with furniture. Work is awarded by the CPWD. No physical progress noticed.	CPWD is to expedite the work of the project under EWS.
42.2/41.2/ 40.2/39.2 /38.8	Expansion & refurbishing of laboratories, academic departments & classrooms. Work is not yet initiated.	CPWD is to expedite the work of the project under EWS.
42.2/41.2/40.2/39.2/ 38.10	Completion of the top two floors of Sarojini Naidu Hall of Residence including the interiors.	Noted.

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	Work completed. Handing / taking over process under progress.	
42.2/41.2/40.2/39.2/38.11	Extension of sewer line including toilet blocks at NIT Campus. Work is awarded by CPWD. No physical progress noticed.	CPWD is to expedite the work of the project under EWS.
42.2/41.2/ 40.2/39.2 /38.13	No objection certificate (NOC) for fire-fighting set up regarding handing / taking over of construction projects. Fire NOC of the complete projects is required: 1. 740 seated boys' hostel. 2. 264 seated girls' hostel. 3. Chemistry lab cum Biotechnology Department. 4. New Academic Block. 5. New Guest House	CPWD is requested to take up this issue urgently.
42.2/41.2/ 40.2/39.2 / 38.14	Fund utilization certificate for completed works from CPWD. CPWD has submitted a summary of fund position against each project. After finalisation /adjustment of fund, CPWD is to submit the utilisation certificates.	The summary of project wise fund position submitted by CPWD is being reviewed by the Institute and it may consider necessary mutual adjustment among the existing old projects considering their actual status.
42.2/41.4	Renovation of Hall – 7 (Nivedita Hall of Residence). Work has started.	CPWD is to expedite the work.
42.3	Progress of Various Ongoing Projects: Work is in progress for several ongoing projects as mentioned below: <ul style="list-style-type: none"> Central Research Laboratory (Utkarsha Bhavan) (under HEFA) Projects under EWS (total approved amount of Rs. 29.00 crores vide F.No.5-3/2021-TS.III, dt. 09.04.2021) involving the following: (a) Expansion & refurbishing of 	CPWD submitted a report on the progress of ongoing projects. In respect of EWS projects, it is observed that very little physical progress has been attained till date. Hence, CPWD must complete & handover all projects under EWS by 31.12.2023.

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	laboratories, academic departments & classrooms. (b) Modernisation of messes in all hostels with mechanized kitchen & furniture & networking. CPWD is to submit a report.	
42.4	<p>Extension of the date of completion of construction of Central Research Laboratory (Utkarsha Bhavan) (under HEFA).</p> <p>A revised date of completion of the current project was discussed on request of CPWD in the 41st meeting of B&WC and was approved as 31.12.2022 (original scheduled date of completion as 14.01.2022, Annexure 40.3) after receiving explanation from CPWD.</p> <p>However, CPWD has failed to complete & hand over the project by 31.12.2022.</p> <p>The pace of work by CPWD is also a question and CPWD has been directed to accelerate the work and recover the lost time of almost 18 months.</p> <p>Since the equipment for research projects under HEFA through multidisciplinary participation under Utkarsha Bhavan shall be required to be housed in the same building, its delayed completion hampered the procurement of equipment as well.</p> <p>Considering the pace of work of CPWD, the scheduled completion of the project may be considered as 31.12.2023.</p> <p>Placed for approval of the proposal.</p>	<p>As per MOU, the original date for handover of the Utkarsha Bhavan upto G+4 level was scheduled as 14.01.2022. However, due to non-completion, the revised date of handover was rescheduled as 30.06.2022 & subsequently as 31.12.2022. However, in a recent meeting with MOE regarding the progress of HEFA projects, the status of completion & handover of Utkarsha Bhavan has been discussed in detail & after informing the progress of other projects under HEFA, it was resolved that all projects under HEFA should be completed by December, 2023. Keeping this thing in view, CPWD must complete & handover the building by 30.06.2023.</p> <p>According to CPWD, the building will be completed with furniture by 31.08.2023.</p> <p>However, according to the Ministry representative, no extension of date is applicable to the agency and penalty for delay, if any, should be levied from the agency by</p>

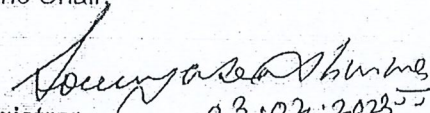
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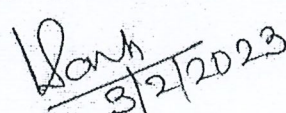
42.5	<p>Revised estimate for renovation of old hostels (No. 1, 2, 3, 4, 5 & 8).</p> <p>P.E. for renovation of the abovementioned hostels were earlier approved vide Item No. #33.2/#32.4 of 33rd B&WC & subsequently in the 44th FC & the 49th BOG meetings.</p> <p>The scope of the renovation work has changed. Hence, CPWD is required to resubmit the P.E. for the individual hostels mentioned above and place it on the table.</p>	<p>CPWD as per rule.</p> <p>CPWD submitted P.E. as mentioned below:</p> <p>(1) Renovation of Hall No.1 at NITD (WB): Rs.7,06,62,500.00</p> <p>(2) Renovation of Hall No.2 at NITD (WB): Rs.7,09,36,600.00</p> <p>(3) Renovation of Hall No.3 at NITD (WB): Rs.5,47,16,500.00</p> <p>(4) Renovation of Hall No.4 at NITD (WB): Rs.7,12,83,900.00</p> <p>(5) Renovation of Hall No.5 at NITD (WB): Rs.9,20,65,000.00</p> <p>(6) Renovation of Hall No.8 at NITD (WB): Rs.3,06,83,200.00</p> <p>(7) Ext. & int. painting of Hall8 & extended blocks of halls 1, 2 & 5 at NITD (WB): Rs.2,25,73,800.00.</p> <p>In view of this, the earlier P.E. submitted for the same item of renovation of old hostels by CPWD & approved vide Item No. #33.2/#32.4 of 33rd B&WC & subsequently in the 44th FC & the 49th BOG meetings stand cancelled.</p> <p>The P.E.s thus submitted in the present meeting for renovation of old hostels (No. 1, 2, 3, 4, 5 & 8) are considered as fresh proposals and are approved in principle.</p> <p>As suggested by the Ministry representative, necessary funding may be discussed in the meeting of F.C.</p>
42.6	<p>OFC layout for the quarters (campus) area.</p> <p>The OFC layout which is existing and working now was laid in</p>	<p>As suggested by the Ministry representative, complete proposal may be placed in the next</p>

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	<p>2007. During this period of 15 years there has been a great deal of wear & tear due to massive construction works in the campus at different points. Moreover, a huge increase in the number of users and also in the number of academic related buildings, staff residence area, gadgets with internet dependency, online classes & online seminars going on depending on the internet system, has come up in the campus during this period. The external expert Prof. Biplab K. Sikdar, IIST Shibpur has analyzed and verified OFC layout for the quarters (campus) area.</p> <p>In this regard, the tentative estimated amount of Rs. 2,40,53,061/- (Rupees Two Crore Forty Lakhs Fifty-Three Thousand and Sixty-One only) for the upgradation of OFC backbone of the residential area is required. (Annexures 42.5 & 42.6)</p> <p>Placed for approval of the proposal.</p>	meeting of B&WC.
42.7	Any other matter with permission of Chair.	There was no item for consideration.

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


 Registrar
 Member-Secretary
 B&WC, NIT Durgapur


 Director
 Chairman
 B&WC, NIT Durgapur

Item No.	Item	Decision Taken	Action Taken
43.2	To note down the action taken on items resolved in 42nd Meeting of the B&WC.		
42.2/41.2 40.2/39.2/38.5	<p>Comprehensive parking facilities in NIT campus.</p> <p>Work is awarded by the CPWD. Physical progress is very slow. Need to be expedited.</p>	CPWD is to expedite the work.	<p>The work is nearing completion.</p> <p>Physical progress reported in the MPR of February 2023 was 1%.</p> <p>Physical Progress till date- 95%</p> <p>(Annexure-43.19)</p>
42.2/41.2/40.2/39.2/38.6	<p>Construction of Vertical Thermal Engineering Laboratory.</p> <p>Work is under progress. Need to be expedited.</p>	CPWD is to expedite the work of the project under EWS.	<p>Work is under progress.</p> <p>Physical progress reported in the MPR of February 2023 was 35%.</p> <p>Physical Progress till date- 65%</p> <p>(Annexure-43.19)</p>

42.2/41.2/40.2/39.2/ 38.7	<p>Mechanization of Kitchen & Modernization of dining halls with furniture.</p> <p>Work is awarded by the CPWD. No physical progress noticed.</p>	CPWD is to expedite the work of the project under EWS.	<p>Work for halls no. 3,6,7,8 & 12 has been completed. Documentation for handing over is under process. Work for other halls are in progress.</p> <p>Physical progress reported in the MPR of February 2023 was 3%.</p> <p>Physical Progress for the overall item till date-45%</p> <p>(Annexure-43.19)</p>
42.2/41.2/40.2/39.2/ 38.8	<p>Expansion & refurbishing of laboratories, academic departments & classrooms.</p> <p>According to CPWD, processing has been initiated for the project.</p>	CPWD is to expedite the work of the project under EWS.	<p>Work is under progress in different parts of the main academic building.</p> <p>Physical progress reported in the MPR of February 2023 was 15%.</p> <p>Physical Progress till date-46%.</p> <p>(Annexure-43.19)</p>
42.2/41.2/40.2/39.2/ 38.11	<p>Extension of sewer line including toilet blocks at NIT Campus.</p> <p>Work is awarded by CPWD. No physical progress noticed.</p>	CPWD is to expedite the work of the project under EWS.	<p>Work is under progress.</p> <p>Physical progress reported in the MPR of February 2023 was 0%.</p> <p>Physical Progress till date-</p>

			20%. (Annexure-43.19)
42.2/41.2/40.2/39.2/38.13	<p>No objection certificate (NOC) for fire-fighting set up regarding handing / taking over of construction projects</p> <p>Fire NOC of the complete projects is required:</p> <ol style="list-style-type: none"> 1. 740 seated boys hostel. 2. 264 seated girls hostel. 3. Chemistry lab cum Biotechnology Department. 4. New Academic Block. 5. New Guest House 	CPWD is requested to take up this issue urgently.	Fire NOCs yet to be received for these projects. CPWD is to report on the status of the same.
42.2/41.2/40.2/39.2/38.14	<p>Fund utilization certificate for completed works from CPWD.</p> <p>CPWD has submitted a summary of fund position against each project. After finalisation /adjustment of fund, CPWD is to submit the utilisation certificates.</p>	<p>The summary of project wise fund position submitted by CPWD is being reviewed by the Institute and it may consider necessary mutual adjustment among the existing old projects considering their actual status.</p>	<p>Separate project wise fund utilisation certificate is yet to be received from CPWD. They have started submitting project wise fund position through Form -65.</p> <p>A letter from the Office of the Registrar has been sent to CPWD asking them to return the unspent balance of fund (Rs. 8.47Cr. approx) for completed projects to</p>

42.2/41.4			the Institute (Annex.-43.17)
	<p>Renovation of Hall - 7 (Nivedita Hall of Residence).</p> <p>Work has started.</p>	<p>CPWD is to expedite the work.</p>	<p>Work is completed and the facility is under use after the renovated building was inaugurated by the Director on 15.08.2023.</p> <p>Details of documents for handing over is under process.</p> <p>Physical progress reported in the MPR of February 2023 was 18%.</p> <p>Physical Progress till date- 100%.</p> <p>(Annexure-43.19)</p>
42.3	<p>Progress of Various Ongoing Projects:</p> <p>Work is in progress for several ongoing projects as given below:</p> <p>I. Central Research Laboratory (Utkarsha Bhavan) (under HEFA)</p> <p>II. Projects under EWS (total approved amount of Rs. 29.00 crores vide F.No.5-3/2021-TS.III, dt. 09.04.2021) involving the following:</p> <p>(a) Expansion & refurbishing of</p>	<p>CPWD submitted a report on the progress of ongoing projects.</p> <p>In respect of EWS projects, it is observed that very little physical progress has been attained till date. Hence, CPWD must complete & handover all projects under EWS by 31.12.2023.</p>	<p>Progress is noted under most of the ongoing projects under EWS.</p> <p>(Annexure-43.19)</p>

	laboratories, academic departments & classrooms. (b) Modernisation of messes in all hostels with mechanized kitchen & furniture & networking. CPWD is to submit a report.		
42.4	<p>Extension of the date of completion of construction of Central Research Laboratory (Utkarsha Bhavan) (under HEFA).</p> <p>A revised date of completion of the current project was discussed on request of CPWD in the 41st meeting of B&WC and was approved as 31.12.2022 (original scheduled date of completion as 14.01.2022), after receiving explanation from CPWD.</p> <p>However, CPWD has failed to complete & hand over the project by 31.12.2022.</p> <p>The pace of work by CPWD is also a question and CPWD has been directed to accelerate the work and recover the lost time of almost 18 months.</p> <p>Since the equipment for research projects under HEFA through multidisciplinary participation</p>	<p>As per MOU, the original date for handover of the Utkarsha Bhavan upto G+4 level was scheduled as 14.01.2022. However, due to non-completion, the revised date of handover was rescheduled as 30.06.2022 & subsequently as 31.12.2022. However, in a recent meeting with MOE regarding the progress of HEFA projects, the status of completion & handover of Utkarsha Bhavan has been discussed in detail & after informing the progress of other projects under HEFA, it was resolved that all projects under HEFA should be completed by December, 2023. Keeping this thing in view, CPWD must complete & handover the building by 30.06.2023.</p> <p>According to CPWD, the</p>	<p>Construction of the building is almost complete. Installation of furniture is under progress.</p> <p>Letter from the Office of the Dean (P&D) has been sent to CPWD asking them to take necessary measures for handing over the completed project by 31.12.2023.</p>

	<p>under Utkarsha Bhavan shall be required to be housed in the same building, its delayed completion hampered the procurement of equipment as well.</p> <p>Considering the pace of work of CPWD, the scheduled completion of the project may be considered as 31.12.2023.</p> <p>Placed for approval of the proposal.</p>	<p>building will be completed with furniture by 31.08.2023.</p> <p>However, according to the Ministry representative, no extension of date is applicable to the agency and penalty for delay, if any, should be levied from the agency by CPWD as per rule.</p>	
42.5	<p>Revised estimate for renovation of old hostels (No. 1, 2, 3, 4, 5 & 8).</p> <p>P.E. for renovation of the abovementioned hostels were earlier approved vide Item No. #33.2/#32.4 of 33rd B&WC & subsequently in the 44th FC & the 49th BOG meetings.</p> <p>The scope of the renovation work has changed. Hence, CPWD is required to resubmit the P.E. for the individual hostels mentioned above and place it on the table.</p>	<p>CPWD submitted P.E. as mentioned below:</p> <p>(1) Renovation of Hall No.1 at NITD (WB): Rs. 7,06,62,500.00</p> <p>(2) Renovation of Hall No.2 at NITD (WB): Rs. 7,09,36,600.00</p> <p>(3) Renovation of Hall No.3 at NITD (WB): Rs. 5,47,16,500.00</p> <p>(4) Renovation of Hall No.4 at NITD (WB): Rs. 7,12,83,900.00</p> <p>(5) Renovation of Hall No.5 at NITD (WB): Rs. 9,20,65,000.00</p> <p>(6) Renovation of Hall No.8 at NITD (WB): Rs. 3,06,83,200.00</p> <p>(7) Ext. & int. painting of Hall 8 & extended blocks of halls 1, 2 & 5 at NITD (WB):</p>	<p>After a recent visit of several hostels made by the Director along with a team of officials of the Institute & representatives of CPWD, the scope of renovation has been changed significantly, for which CPWD is to submit fresh estimates for the work.</p>

		<p>Rs.2,25,73,800.00.</p> <p>In view of this, the earlier P.E. submitted for the same item of renovation of old hostels by CPWD & approved vide Item No. #33.2/#32.4 of 33rd B&WC & subsequently in the 44th FC & the 49th BOG meetings stand cancelled.</p> <p>The P.E.s thus submitted in the present meeting for renovation of old hostels (No. 1, 2, 3, 4, 5 & 8) are considered as fresh proposals and are approved in principle.</p> <p>As suggested by the Ministry representative, necessary funding may be discussed in the meeting of F.C.</p>	
42.6	<p>OFC layout for the quarters (campus) area.</p> <p>The OFC layout which is existing and working now was laid in 2007. During this period of 15 years there has been a great deal of wear & tear due to massive construction works</p>	<p>As suggested by the Ministry representative, complete proposal may be placed in the next meeting of B&WC.</p>	<p>The proposal is kept under abeyance at present.</p>

	<p>in the campus at different points. Moreover, a huge increase in the number of users and also in the number of academic related buildings, staff residence area, gadgets with internet dependency, online classes & online seminars going on depending on the internet system, has come up in the campus during this period. The external expert Prof. Biplab K. Sikdar, IEST Shibpur has analyzed and verified OFC layout for the quarters (campus) area.</p> <p>In this regard, the tentative estimated amount of Rs. 2,40,53,061/- (Rupees Two Crore Forty Lakhs Fifty-Three Thousand and Sixty-One only) for the upgradation of OFC backbone of the residential area is required.</p> <p>(Annexures 42.5 & 42.6)</p> <p>Placed for approval of the proposal.</p>		
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ANNEXURE-43.3
8/12/23 4.00 PM.

Annexure-43.3



Government of India
भारत सरकार
Central Public Works Department
केंद्रीय लोक निर्माण विभाग

O/o the Executive Engineer
कार्यपालक अभियंता का कार्यालय
NIT Durgapur Division
एन.आई.टी. दुर्गापुर मंडल
Qtr. No. B 11-A/B, NIT Campus, Durgapur-713209
कार्टर नं.- बी ११-ए/बी, एन.आई.टी परिसर, दुर्गापुर
Ph: 0343-2542361 e-mail: eenitdpd-cpwd@gov.in



पत्र संख्या: 54 (MPR)/NIT/CPWD/2023-24/59(H)

दिनांक: 07/12/2023

सेवा में,

To

The Registrar,
National Institute of Technology,
Mahatma Gandhi Avenue,
Durgapur – 713209.

विषय: Submission of Form 65/Utilization for various construction works at NIT Durgapur, for the month of November 2023..

महोदय,

With reference to above, please find enclosed herewith the Form - 65 for various construction works (Completed & Ongoing) for the month of November 2023 at NIT Durgapur.

संलग्न: उपरोक्त अनुसार

Chairman (Construction)

F- 7/1 PL.

11/12/23

इसरार अहमद
कार्यपालक अभियंता
एन.आई.टी. दुर्गापुर मंडल
के.लो.नि.वि, दुर्गापुर

seen
12.12.2023
Pgri CE &
Chairman (CEM)
Hrce of NIT Durgapur

ANNEXURE-43.03

CPWA FORM -65

Schedule of Deposit Work (Abstract)

Division: NIT Durgapur Division, CPWD, Durgapur CDDO Code: 106620 Month: November 2023

Client - National Institute of Technology, Durgapur.

Sl No.	Name of Works	AA/ES Details		DEPOSIT		EXPENDITURE			Up to date balance	Physical Progress in %
		Amount	Sanction order & Date	To end of the previous month	During the month	Total upto date	To end of the previous month	During the month		
1	C/o 264 Seated Girl's Hostel	10.18 crore	No.NITD/Dean (P&D)/CPWD/02/2 008.d01.04.08	101887000	0	101887000	101102898	0	784102	100% (Court Case is under process)
2	C/o 740 Seated Boy's Hostel	26.89 crore	No.NITD/Dean (P&D)/CPWD/02/2 008.d01.04.08	268994000	0	268994000	269041610	0	-47610	100%
3	C/o Academic Block	43.49 crore	No.NITD/CPWD /2008/04.d01.12.08	289160400	0	289160400	287346169	0	1814231	100%
4	C/o Chemistry Laboratory-Cum-Biotechnology Department.	15.09 crore	NITD/CPWD/2009/01.d01.12.03.09	115300000	0	115300000	115300000	0	0	100%
5	Installation of 33/11 KV receiving station & upgradation of existing substations.	4.53 crore	NITD/CPWD/2008/04.d01.09.07.09	58300000	0	58300000	62580064	0	-4280064	100%
6	Roof treatment for Faculty and Staff qtrs	59.64 lakh	07.11.2014	6080000	0	6080000	6082901	0	-2901	100%
7	C/o Subsidiary drainage system of the campus	38.16 lakh	07.11.2014	3970000	0	3970000	3974091	0	-4091	100%
8	Renovation of Workshop	3.55 Crore	24.03.2014	37925000	0	37925000	37925107	0	-107	100%
9	Fixing of wire nets to the students hostel	28.92 lakh	07.11.2014	2892000	0	2892000	2564287	0	327713	100%
10	External Painting Hall 1 to 9	117.98 lakh	03.06.2016	11700000	0	11700000	10350915	0	1349085	100%
11	500 seated Girl's Hostel	35.17 crore	17.02.2014	401200000	0	401200000	401186000	0	14000	100% (Award has been accepted by the competent authority. Amount of Rs. (1,02,43,272/- + interest after 31.10.2023) is required immediately.
12	VIP Guest House	17.99 crore	NITD/CPWD/2008/03.d01.27.05.09	143150000	0	143150000	147881148	0	-4731148	100%
13	Renovation of flooring inside of Students Activity Centre At NIT Durgapur	7.685 lakh	3.12.2015	768500	0	768500	768500	0	0	100%
14	Extension of Dining Hall of Hall no. 1,2 & 5	99.81 lakh	20.01.2016	9606425	0	9606425	12294843	0	-2688418	100%
15	Renovation including roof treatment & boundary wall for hall-6 at NIT-Durgapur, WB	46.14 Lakh	03.06.2016	3486000	0	3486000	3489000	0	-3000	100%

Schedule of Deposit Work (Abstract)

Division: NIT Durgapur Division, CPWD, Durgapur CDDO Code: 106620 Month: November 2023
 Client - National Institute of Technology, Durgapur.

											(Figures in actual)
16	Internal painting of hostel no. 1 to 9 at NIT Durgapur, West Bengal	56.96 Lakh	03.06.2016	5656800	0	5656800	5656800	0	5656800	0	100%
17	Addition and Alteration for newly allotted EES Dept.	13.079 lakh	23.06.2016	1035970	0	1035970	1665106	0	1665106	-629136	100%
18	Renovation of Math. Deptt. old Admin Block for NIT at Durgapur.	11.50 lakh	22.09.2016	1150000	0	1150000	1165584	0	1165584	-15584	100%
19	Renovation of Toilets of Hall no. 1 to 9 except 6	2.1 Crore	12.01.2016	24537000	0	24537000	23948199	0	23948199	588801	100%
20	Furniture for VIP Guest House	86.51 lakh	15.02.2016	8000000	0	8000000	4300000	0	4300000	3700000	100%
21	Renovation of Centre of Excellence	26.81 lakh	05.05.2016	2681000	0	2681000	2093881	0	2093881	587119	100%
22	Providing and fixing Furniture and partition for newly constructed Academic Block for NIT Durgapur.	6.64 crore	28.01.2016	66400000	0	66400000	71074004	0	71074004	-4674004	100%
23	Construction of Concrete Pavement Main Road and Renovation of Flexible Pavement of Campus Road in the Campus of NIT Durgapur (W.B.).	3.30 Crore	Letter No. Dean (P&D) New Projects/31 B&WC/1 dtd 10.10.2017	33000000	0	33000000	32434030	0	32434030	565970	100%
24	Construction of boundary wall of 1 st year Hostel hall-11 of NIT DGP (WB)	Rs.0.499crore	Dean/P&D/Boundary wall of Hall-11 /2 dtd 11.05.2018	4649100	0	4649100	4937834	0	4937834	-288734	100%
25	Exterior painting of Quater	0.54 Crore	29.12.2017	5300000	0	5300000	5337161	0	5337161	-37161	100%
26	C/o 1250 seated Boy's Hostel	129.86 crore	23.04.2013	910000000	0	910000000	908269734	0	908269734	1730266	100%
27	C/o 1500 seat capacity Auditorium at NIT Durgapur	26.78 Crore	23.12.2011	281350000	0	281350000	270838625	2894934	273733559	7616441	100%
28	Raising of Boundary wall	8.5632 Crore	09.08.2016	80000000	0	80000000	64933858	0	64933858	15066142	100%
29	Relaying & Renovation of Sewer Line in NIT Campus	6.19 cr	29.12.2017	58500000	0	58500000	32059658	0	32059658	26440342	100%
30	Construction of Conference room & Faculty room on existing 2nd floor for Mechanical Department at NIT Durgapur.	RS. 0.81 crore	No. Dean (P&D)/Top Storey Shed of ME Dept./2 dtd 13.07.2018	8100000	0	8100000	5643280	0	5643280	2456720	100%
31	Civil renovation, Electrical renovation i/c lift of Central Library of NIT DGP (WB)	Rs. 5.60 crore	No. Dean (P&D)/Central Library/2 dtd 11.05.2018	53485197	0	53485197	41914459	0	41914459	11570738	100%
32	Augmentation of facilities Civil, Electrical and Audio Visual capacity i/c replacement of furniture of LH and LG of main Academic building of NIT DGP (WB)	Rs.1.78 crore	No. Dean/P&D/Augmentation -Acad Bldg/2 dtd 10.05.2018	17785880	0	17785880	9875821	0	9875821	7910059	100%
33	C/O Central Research Laboratory (GH-10) (UTKARSH BHAVAN), NIT Durgapur	Rs.67.84 Cr.	Dean/P&D/Central Research Lab/2019/07 dt. 12.03.2019	550000000	0	550000000	539643374	8813782	548457156	1542844	100% (Work completed.)

CPWA FORM -65

Schedule of Deposit Work (Abstract)

Division: NIT Durgapur Division, CPWD, Durgapur CDDO Code: 106620 Month: November 2023

Client - National Institute of Technology, Durgapur.

(Figures in actual)												
34	C/o Two (02) Nos. Physically impaired student's toilet and Nine (09) Nos. on the Main Academic Building	Rs. 1.45	Dean/P&D/ PIS/2019/01 dt. 08.01.2019	13846066	0	13846066	11658023	0	11658023	2188043	100%	
35	Internal Renovation of 55 Nos. LM Type Qtrs.	Rs 0.93	Dean/P&D/ Qr- Renv/RSQ/2019/05 dt. 08.05.2019	8001979	0	8001979	5300343	0	5300343	2701636	100%	
36	Augmentation of CSE Department by construction of Shed over the roof of Chemistry Department at NIT Durgapur	Rs 1.69	O/o Dean (P&D)/Top storey shed of chem dept./10 did 27/09/2019	15372380	0	15372380	15114657	0	15114657	257723	100%	
37	C/o EE Measurement Lab through vertical extension of electrical engineering lab at NIT Durgapur.	Rs 1.62	O/o Dean (P&D)/C/o EE Measurement Lab./01 did 27/09/2019	15135440	0	15135440	13051554	0	13051554	2083886	100%	
38	Construction of Vertical Extension of Thermal Engg. Lab.	Rs. 1.4087 Cr.	Dean (P&D)/Vertical extension of Thermal Engg.Lab./01 did 02/07/2021	9248710	0	9248710	3132104	458311	3590415	5658295	65%	
39	Mechanization of Kitchen & Modernization of dining halls with furniture.	Rs. 6.4982 Cr.	Dean (P&D)/Mechanisation of Kitchen & Mod. Of Din. Halls did 05/11/2021	21444060	0	21444060	12824168	4500	12828668	8615392	45% (Tender amount- 44931420/-)	
40	Construction of Vertical Extension of the IT building (previous Administrative Building) of NIT Durgapur	Rs. 4.7994 Cr.	Dean (P&D)/Vertical extension of the IT Bldg./02 did 02/07/2021	25298470	0	25298470	17312292	2000000	19312292	5986178	80% (Tender amount- 35571745/-)	
41	Completion of the Top two floors of Sarojini Naidu Hall of Residence including the interiors of NIT Durgapur	Rs. 2.22695 Cr.	Dean (P&D)/Completion of Top Two floors of Sarojini Naidu Hall/04 did 05/11/2021	22248935	0	22248935	14629861	939352	15569213	6679722	100%	
42	Expansion & refurbishing of laboratories, academic departments & classrooms.	Rs. 8.0489368 Cr.	Dean (P&D)/Expansion & refurbishing of lab., acad. Dept. & classrooms/06/04 did 09/12/2021	36561491	0	36561491	16201307	4390625	20591932	15969559	46% (Tender amount- a)10560356/- b)10306320/- c)14935829/- d)27007887/-	
43	Campus illumination.	Rs. 1.2 Cr.	Formal Sanction Yet to be received	0	0	0	0	0	0	0	0%	

CPWA FORM -65

Schedule of Deposit Work (Abstract)

Division: NIT Durgapur Division, CPWD, Durgapur CDDO Code: 106620 Month: November 2023

Client - National Institute of Technology, Durgapur.

												(Figures in actual)	
												95% amount-8097368/-	(Tender amount-1283376
44	Comprehensive parking facilities.	Rs. 1.3949 Cr.	Dean(P&D)/Comprehensive Parking Facilities/01 dtd. 30.03.2022	9200000	0	9200000	8651824	1831552	10483376	-1283376			
45	Extension of Sewer Line incl. Toilet Blocks at NIT Campus	Rs. 2.7421 Cr.	Dean (P&D)/Extension of Sewer Line incl. Toilet Blocks/05; dtd. 09/12/2021	9048930	0	9048930	0	0	0	9048930			
46	Renovation of hall no. 7 (Nivedita Hall of Residence) at NIT Durgapur, WB.	Rs. 2.28795 Cr.	Dean (P&D)/Renovation of Hall 7/01/04 dtd. 21/06/2022	12550235	0	12550235	15991288	93969	16085257	-3355022			100%
				3764006968	0	3764006968	3621546362	21427025	3642973387	121033581			

2/11/23

Executive Engineer
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9



राष्ट्रीय प्रौद्योगिकी संस्थान दुर्गापुर
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
MAHATMA GANDHI AVENUE, DURGAPUR-713209
(West Bengal), INDIA, www.nitdgp.ac.in

An Autonomous Institution of the Govt. of India under Ministry of Education (Shiksha Mantralaya)

ANNEXURE-43.4

File Ref: NITD/EST/NS/2023/11 (Construction)

Date: 28/11/2023.

Note

Sub: Preliminary Estimates (PE) in respect of "Development of the site around IT Building and widening of the portion of road in b/w IT Building and S. N. Ray Memorial Building"

As requested, Preliminary Estimate (PE) for Rs. 43,71,800.00 (Rupees Forty-Three Lakhs Seventy-One Thousand Eight Hundred Only) in respect of "Development of the site around IT Building and widening of the portion of road in b/w IT Building and S. N. Ray Memorial Building" has been submitted by CPWD vide Ref. 23(1)/DB/EE/NITDD/CPWD/2023-24/888 dated 22.11.2023.

Submitted for next course of action please.

Asst. Reg. (E&S)

Chairman (Construction)

Development of the site around IT Bldg.
& widening of the portion of road is to
be done. The item may be considered
for further processing.

Signed 29.11.2023
Regin CE
Chairman (Con.),
Office of the Dean (P&S)

REGISTRAR

OLC
P. S. Datta
29/11/23 5:45 PM

Original P.E. submitted to Estate Section



Government of India
Central Public Works Department
O/o the Executive Engineer
NIT Durgapur Division
Qtr. No. B-11 A/B NIT Campus
Durgapur-713209, Ph: 0343-2542361
e-mail: eenitdpd-cpwd@gov.in



23(1)/DB/EE/NITDD/CPWD/2023-24/ 888

Date: 22/11/2023.

✓ To
The Chairman (Construction),
National Institute of technology,
M.G. Avenue, Durgapur,
Dist. - Paschim Bardhaman,
PIN- 713209.

Subject: - Submission of Preliminary Estimate of "Development of the site around IT Building and widening of the portion of road in b/w IT Building and S.N. Roy Building of NIT Durgapur, (W.B.)."

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.43,71,800.00 for above mentioned work of NIT Durgapur campus, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)

ARLEAC)
For a. please
Sh/22.11.2023
Ref to CE &
Chairman (Comm)
Copy to:
Office of the Secy CPWD

1. Assistant Engineer-III, NITDD, CPWD, Durgapur for information please.
2. Guard File.

(Er. Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Executive Engineer

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

**STATE: WEST BENGAL
CIRCLE: SE, Durgapur**

**BRANCH: B & R
DIVISION: NIT DURGAPUR DIVISION.**

ESTIMATE NO.

NAME OF WORK: Development of site around IT Building and widening of the portion of road in b/w IT building and S.N. Ray building of NIT Durgapur (W.B.).

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate framed by er. Dinesh Prasad, Assistant Engineer-III, NIT Durgapur Division, CPWD, Durgapur and further processed by Er. Israr Ahmad, Executive Engineer, NIT Durgapur Division, CPWD, Durgapur of the Probable cost of **Rs.43,71,800/-** i/c 5% Contingencies, 3% Increase in cost of work during period from the date of submission of PE to completion of pre-construction activities has also been included. Also 3.125% EPF and 0.8125% ESIC of total cost of the work has been added.

REPORT

1. History:

- i) This Preliminary Estimate cum Detailed estimate amounting to of **Rs.43,71,800/-** including 5% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities. Also 3.125% EPF and 0.8125% ESIC of total cost of the above work and to obtain necessary Administrative Approval and Expenditure Sanction of the competent authority.
 - ii) Estimate for the above work has been made as per direction of Director, NIT Durgapur during visit of IT Building on 12/10/2023 for development of site around IT building & widening of road between IT building & S.N Roy Building (New administrative building).
 - iii) The cost and time of the project is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the Client department at a later date. In such a case a revised estimate will be submitted if required.
 - iv) The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE in accordance with DG, CPWD O.M. No. DG/SOP/09 dated 30.04.2020.
 - v) This Estimate is not a price discovery for the project and shall not be used for comparing with fixed price Quotations received from other construction agencies or other sources.
2. Advisory regarding obligations as under for deposit work to be obeyed by the client department as per O.M.no. DG/MAN/Misc/41 dated 18.12.2019.
- a) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although

- CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
- b) CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased / Changed or there is deviation in quantities executed.
 - c) Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
 - d) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
 - e) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work
 - f) **The client department will help CPWD in –**
 - I. Providing site for labour huts for the contractor's labour free of cost,
 - II. Providing free access to contractor's materials and labour to the site of work,
 - III. Providing electricity connection for execution of work on payment of usual charges, and
 - IV. Sanction and release of load from the concerned Electricity Board/Authority.
 - g) CPWD may at its discretion allow the clients to deposit the funds in installment. In such cases 33-1/3% of the estimated cost should be deposited as advance. Thereafter, Expenditure incurred should be reimbursed in full through monthly bills. The initial deposited 33-1/3% would be retained for adjustment against the last portion of the estimated expenditure.

DESIGN AND SCOPE:

The Preliminary Estimate cum Detailed Estimate has been prepared based on the actual measurement and as per requirement from NIT Durgapur.

The following provisions have been kept in this estimate: -

(Civil Works): -

- I) Provision of demolishing the old/abundant (U.G. sump side) septic tank, developing the area as parking etc. with providing necessary C.C. pavement of mix M-25 with ready mixed concrete.
- II) Provision of M.S grill on brick work wall (Library side) taken for separating it from green park.
- III) Raising at least 150mm (avg.) the Front side & North side surrounding area of IT building to avoid water logging in porch and for better utilization of space for pedestrians' movement & parking by laying C.C. pavement of mix M-25 with ready mixed concrete.

- IV) Provision of widening the road between the IT building & S.N. Ray buildings is taken after demolishing the damaged drain, filling the low-lying portion, laying & rolling G.S.B. (150mm) and finally laying C.C. pavement of mix M-25 with ready mixed concrete (150mm) over C.C M-10 (100mm) with proper camber etc.
- V) Necessary new Drains with RCC (1:1.5:3) should be constructed for proper drainage of rainwater.
- VI) Provision of Kerb stone is kept as per requirements.,
- VII) Provision of 900 mm high Stainless-Steel railing is kept on the retaining wall of road at IT building side for safety etc.

SPECIFICATIONS: The work shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.

LAND: Available.

RATE: Based on DSR 2021 duly enhanced by @ 22.00% to account for the present approved cost index.

COST: Rs.43,71,800/-i/c 5% Contingencies and etc.

The Cost projected in this preliminary estimate is liable to revision due to probable escalation in cost of construction part from other reasons, such as change in area, scope, design & specifications etc., desired by the client at a later stage.

T&P: To be arranged by the Contractor.

WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after call of e-tender.

TIME: 03 (Three) months.

Assistant Engineer-III
NIT Durgapur Division
CPWD, Durgapur-09

Dy. Engr. 22/11/23
Assistant Engineer (P)
NIT Durgapur Division
CPWD, Durgapur-09

22/11/23
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :- West Bengal

Branch :- B & R

Circle :- Durgapur

Division :- NIT Durgapur, Division.



Name of Work:- 'Development of IT Building by raising the entrance portion' of NIT Durgapur (W.B.).

S.No	Descriptions	Amount		Total Amount	Remarks
		Civil	Electrical	(Civil+ Electrical)	
1	Development of IT Building by raising the entrance portion' of NIT Durgapur (W.B.).	3896274.00		3896274.00	ANNEXURE - I
	TOTAL	3896274.00	0.00	3896274.00	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			116888.00	
	TOTAL			4013162.00	"B"
	Add 5% contingencies on "B"			200658.00	
	Add EPF @ 3.125% On "B"			125411.00	
	Add ESIC @ 0.8125% on "B"			32607.00	
	GRAND TOTAL			4371838.00	
	SAY ₹			43,71,800.00	

Assistant Engineer -III
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR

[Signature]
22/11/23
Assistant Engineer (P)
NIT Durgapur Division
CPWD, DURGAPUR-9

[Signature]
22/11/23
Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p style="text-align: center;">Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr, No. B-11 A/B, NIT Campus, Durgapur-713209 Ph: 0343-2542361 e-mail- eenitdpdcpwd@gmail.com</p>	
No. 54(12)/EE/NITDD/CPWD/2023-24/304		Date: 20/04/2023

To
The Chairman (Construction)
National Institute of Technology
M.G. Avenue, Durgapur-713209

Sub: Submission of Preliminary Estimate for Raising the height of balcony railing and replacing rain water pipe at Hall- 12 NIT Durgapur.

Sir,

Please find enclosed Preliminary Estimate for amounting to Rs. 47,11,400.00 along with history sheet for Administrative approval and Expenditure Sanction.

The necessity of framing the preliminary estimate has clearly been explained in the history sheet of the estimate. The head of account to which the expenditure will be booked may be mentioned at the time of conveying administrative approval and expenditure sanction of the competent authority.

It is requested to return one copy of sanctioned preliminary estimate to this office as a taken of formal approval of the competent authority.

Encl.: As stated

20/4/23
(Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Copy to:-

1. The Superintending Engineer, CPWD, Durgapur for information please.
2. Assistant Engineer-I, NIT Durgapur Division CPWD, Durgapur for information.

Executive Engineer

Seen
21.04.2023
P. J. S. E. E.
Chairman (Am)
Office of the Chairman



GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER
CPWD, DURGAPUR

PRELIMINARY ESTIMATE

NAME OF WORK: Raising the height of balcony railing and replacing rain water pipe at Hall- 12 NIT Durgapur.

ESTIMATED COST: - Rs. 47,11,400.00 including 5% Contingencies

CIRCLE: - SE, DURGAPUR

DIVISION: - NIT DURGAPUR DIVISION, CPWD, DURGAPUR.

TIME: - 06 (Six) Months

GOVERNMENT OF INDIA

CENTRAL PUBLIC WORKS DEPARTMENT

STATE: WEST BENGAL

BRANCH: B & R

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

NAME OF WORK: Raising the height of balcony railing and replacing rain water pipe at Hall-12, Nit Durgapur.

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate framed by Er.Israr Ahmad, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of **Rs.47,11,400/-** i/c 5% Contingencies, 3% Increase in cost of work during period from the date of submission of PE to completion of pre-construction activities has also been included. Also 3.125% EPF and 0.8125% ESIC of total cost of the work has been added.

REPORT

1. History:

- This Preliminary Estimate amounting to of **Rs.47,11,400/-** including 5% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities. Also 3.125% EPF and 0.8125% ESIC of total cost of the above work has been prepared and to obtain necessary Administrative Approval and Expenditure Sanction of the competent authority.
- Estimate for the above work has been made as per request received from Shri Soumya Bhattacharyya, Chairman (Construction), NIT Durgapur vide via email dt. 05.04.2023.
- The cost and time of the project is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the Client department at a later date. In such a case a revised estimate will be submitted if required.
- The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE in accordance with DG, CPWD O.M. No. DG/SOP/09 dated 30.04.2020.
- This Estimate is not a price discovery for the project and shall not be used for comparing with fixed price Quotations received from other construction agencies or other sources.

2. Advisory regarding obligations as under for deposit work to be obeyed by the client department as per O.M.no. DG/MAN/Misc/41 dated 18.12.2019.
- a) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
 - b) CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased
/Changed or there is deviation in quantities executed.
 - c) Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
 - d) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
 - e) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work
 - f) The client department will help CPWD in –**
 - I. Providing site for labour huts for the contractor's labour free of cost,
 - II. Providing free access to contractor's materials and labour to the site of work,
 - III. Providing electricity connection for execution of work on payment of usual charges, and
 - IV. Sanction and release of load from the concerned Electricity Board/Authority.
 - g) CPWD may at its discretion allow the clients to deposit the funds in installment. In such cases 33-1/3% of the estimated cost should be deposited as advance. Thereafter, Expenditure incurred should be reimbursed in full through monthly bills. The initial deposited 33-1/3% would be retained for adjustment against the last portion of the estimated expenditure.

DESIGN AND SCOPE:

The Preliminary estimate has been prepared based on the actual measurement and as per requirement from NIT Durgapur.

The following provisions have been kept in this estimate for building portion: -

(Civil Works) A: -

- a) Raising the height of balcony railing from 0.9 m (from floor) to 1.3 m.
- b) Closing of open duct in corridor area with M.S. chequered plate.
- c) Replacing the damaged PVC rain water pipe (in balcony area).
- d) Repairing the plaster in balcony railing area.
- e) Painting with synthetic enamel paint and Exterior paint for balcony grill area.

SPECIFICATIONS: The work shall be carried out as per CPWD specification 2019, Vol I to Vol - II in general with up-to-date correction slip.

LAND: Available.

RATE: Based on DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.

COST: Rs.44,85,400/-

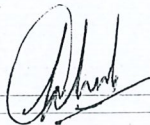
The Cost projected in this preliminary estimate is liable to revision due to probable escalation in cost of construction part from other reasons, such as change in area, scope, design & specifications etc., desired by the client at a later stage.

T&P: To be arranged by the Contractor.

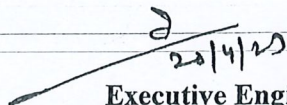
WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after call of e-tender.

TIME: 06 (Six) months.



Assistant Engineer-I
NIT Durgapur Project Division
CPWD, Durgapur-09



Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :- West Bengal

Branch :- B& R

Circle :- Durgapur



Division :- NIT Durgapur, Division.

Name of Work:- Raising the height of balcony railing and replacing rain water pipe at Hall-12, Nit Durgapur.

S.No	Descriptions	Amount		Total Amount (Civil+ Electrical)	Remarks
		Civil	Electrical		
1	Raising the height of balcony railing and replacing rain water pipe at Hall-12, Nit Durgapur.	4198898.00		4198898.00	ANNEXURE - I
	TOTAL	4198898.00	0.00	4198898.00	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			125967.00	
	TOTAL			4324865.00	"B"
	Add 5% contingencies on "B"			216243.00	
	Add EPF @ 3.125% On "B"			135152.00	
	Add ESIC @ 0.8125% on "B"			35140.00	
	GRAND TOTAL			4711400.00	
	SAY			₹ 47,11,400.00	

Assistant Engineer I
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR

22/4/23
Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B-11 A/B NIT Campus Durgapur-713209, Ph: 0343-2542361 e-mail: eenitdpd-cpwd@gov.in	
23(1)/DB/EE/NITDD/CPWD/2023-24/ 318		Date: 27/04/2023.

✓ To
The Chairman (Construction),
National Institute of Technology,
M.G. Avenue, Durgapur,
Paschim Bardhaman,
PIN- 713209.

Subject:- Submission of Preliminary Estimate of "Raising the height of balcony and stair case railing of Hall-13 (Sarojini Naidu Hall of Residence) at NIT Durgapur."

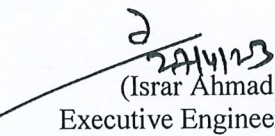
Ref: -Your Requisition letter No.-via email, Dated: 06/04/2023

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.46,21,100.00 for above mentioned work of NIT, Durgapur, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)


(Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Copy to: -

1. The Superintending Engineer, CPWD, Durgapur, for information please.
2. Assistant Engineer, DSD-III, NITDD, CPWD, Durgapur for information please.
3. Guard File.

/ Executive Engineer

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: WEST BENGAL

BRANCH: B & R

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

Name of Work:- Raising the height of balcony and stair case railings of Hall-13 (Sarojini Naidu Hall of Residence) at Nit Durgapur.

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate framed by Er. Israr Ahmad, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of **Rs. 46,21,100/-** i/c 5% Contingencies. 3% Increase in cost of work during period from the date of submission of PE to completion of pre-construction activities has also been included. Also 3.125% EPF and 0.8125% ESIC of total cost of the work has been added.

REPORT

1. History:

- i) This Preliminary Estimate amounting to of **Rs. 46,21,100/-** including 5% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities. Also 3.125% EPF and 0.8125% ESIC of total cost of the above work and to obtain necessary Administrative Approval and Expenditure Sanction of the competent authority.
 - ii) Estimate for the above work has been made as per request received from Shri Soumya Bhattacharyya, Chairman (Construction), NIT Durgapur vide via email dt. 05.04.2023 **(for the safety of Students)**.
 - iii) The cost and time of the project is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the Client department at a later date. In such a case a revised estimate will be submitted if required.
 - iv) The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE in accordance with DG, CPWD O.M. No. DG/SOP/09 dated 30.04.2020.
 - v) This Estimate is not a price discovery for the project and shall not be used for comparing with fixed price Quotations received from other construction agencies or other sources.
- 2. Advisory regarding obligations as under for deposit work to be obeyed by the client department as per O.M.no. DG/MAN/Misc/41 dated 18.12.2019.**
- a) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although

- CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
- b) CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased /Changed or there is deviation in quantities executed.
 - c) Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
 - d) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
 - e) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work
 - f) **The client department will help CPWD in –**
 - I. Providing site for labour huts for the contractor's labour free of cost,
 - II. Providing free access to contractor's materials and labour to the site of work,
 - III. Providing electricity connection for execution of work on payment of usual charges, and
 - IV. Sanction and release of load from the concerned Electricity Board/Authority.
 - g) CPWD may at its discretion allow the clients to deposit the funds in installment. In such cases 33-1/3% of the estimated cost should be deposited as advance. Thereafter, Expenditure incurred should be reimbursed in full through monthly bills. The initial deposited 33-1/3% would be retained for adjustment against the last portion of the estimated expenditure.

DESIGN AND SCOPE:

The Preliminary estimate has been prepared based on the actual measurement and as per requirement from NIT Durgapur.

The following provisions have been kept in this estimate for building portion: -

(Civil Works) A: -

- a) Raising the height of balcony railing with M.S. grill(similar to 5th & 6th floor grill).
- b) Raising the height of RCC stair case railing with S.S. railing.
- c) Painting the existing old grill and repairing the plaster if required for placing of New grills.

SPECIFICATIONS: The work shall be carried out as per CPWD specification 2019, Vol.I to Vol -II in general with up-to-date correction slip.

LAND: Available.

RATE: Based on DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.

COST: Rs. 46,21,100/-i/c 5% Contingencies.


The Cost projected in this preliminary estimate is liable to revision due to probable escalation in cost of construction part from other reasons, such as change in area, scope, design & specifications etc., desired by the client at a later stage.


T&P: To be arranged by the Contractor.


WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after call of e-tender.

TIME: 04 (Four) months.


Assistant Engineer-III
NIT Durgapur Project Division
CPWD, Durgapur-09


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :-West Bengal

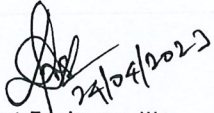
Circle :- Durgapur

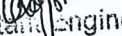
Branch : - B& R


Division :-NIT Durgapur, Division.



Name of Work:- Raising the height of balcony and stair case railings of Hall-13 (Sarojini Naidu Hall of Residence) at Nit Durgapur.

S.No	Descriptions	Amount		Total Amount	Remarks
		Civil	Electrical	(Civil+ Electrical)	
1	Raising the height of balcony of Hall-13	4118410.00		4118410.00	ANNEXURE - I
	TOTAL	4118410.00	0.00	4118410.00	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			123552.00	
	TOTAL			4241962.00	"B"
	Add 5% contingencies on "B"			212098.00	
	Add EPF @ 3.125% On "B"			132561.00	
	Add ESIC @ 0.8125% on "B"			34466.00	
	GRAND TOTAL			4621087.00	
	SAY ₹			46,21,100.00	


Assistant Engineer -III
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p style="text-align: center;"> Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B-11 A/B NIT Campus Durgapur-713209, Ph: 0343-2542361 e-mail: eenitdpd-cpwd@gov.in </p>	
23(1)/DB/EE/NITDD/CPWD/2023-24/ 313		Date: 27/04/2023.

✓ To
The Chairman (Construction),
National Institute of Technology,
M.G. Avenue, Durgapur,
Paschim Bardhaman,
PIN- 713209.

Subject:- Submission of Preliminary Estimate of "Raising the height of balcony of New Academic Block at NIT Durgapur."

Ref: -Your Requisition letter No.-**via email**, Dated: 06/04/2023

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.12,86,000.00 for above mentioned work of NIT, Durgapur, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)

2
22/4/23
(Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Copy to: -

1. The Superintending Engineer, CPWD, Durgapur, for information please.
2. Assistant Engineer, DSD-III, NITDD, CPWD, Durgapur for information please.
3. Guard File.

Executive Engineer

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: WEST BENGAL

BRANCH: B & R

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

NAME OF WORK: Raising the height of balcony of New Academic Block at Nit Durgapur

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate framed by Er. Israr Ahmad, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of **Rs. 12,86,000/-** i/c 5% Contingencies. 3% Increase in cost of work during period from the date of submission of PE to completion of pre-construction activities has also been included. Also 3.125% EPF and 0.8125% ESIC of total cost of the work has been added.

REPORT

1. History:

- i) This Preliminary Estimate amounting to of **Rs. 12,86,000/-** including 5% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities. Also 3.125% EPF and 0.8125% ESIC of total cost of the above work and to obtain necessary Administrative Approval and Expenditure Sanction of the competent authority.
 - ii) Estimate for the above work has been made as per request received from Shri Soumya Bhattacharyya, Chairman (Construction), NIT Durgapur vide via email dt. 05.04.2023 **(for the safety of Students)**.
 - iii) The cost and time of the project is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the Client department at a later date. In such a case a revised estimate will be submitted if required.
 - iv) The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE in accordance with DG, CPWD O.M. No. DG/SOP/09 dated 30.04.2020.
 - v) This Estimate is not a price discovery for the project and shall not be used for comparing with fixed price Quotations received from other construction agencies or other sources.
2. Advisory regarding obligations as under for deposit work to be obeyed by the client department as per O.M.no. DG/MAN/Misc/41 dated 18.12.2019.
- a) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although

- CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
- b) CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased /Changed or there is deviation in quantities executed.
 - c) Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
 - d) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
 - e) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work
 - f) **The client department will help CPWD in –**
 - I. Providing site for labour huts for the contractor's labour free of cost,
 - II. Providing free access to contractor's materials and labour to the site of work,
 - III. Providing electricity connection for execution of work on payment of usual charges, and
 - IV. Sanction and release of load from the concerned Electricity Board/Authority.
 - g) CPWD may at its discretion allow the clients to deposit the funds in installment. In such cases 33-1/3% of the estimated cost should be deposited as advance. Thereafter, Expenditure incurred should be reimbursed in full through monthly bills. The initial deposited 33-1/3% would be retained for adjustment against the last portion of the estimated expenditure.

DESIGN AND SCOPE:

The Preliminary estimate has been prepared based on the actual measurement and as per requirement from NIT Durgapur.

The following provisions have been kept in this estimate for building portion: -

(Civil Works) A: -

- a) Raising the height of balcony railing from 1.00 m (from floor) to 1.50 m(approx.).
- b) Replacing the damaged PVC rain water pipe.
- c) Repairing the plaster in balcony railing area.
- d) Replacing the damaged beveled edge mirror in toilet.
- e) Replacing the damaged Divyang aluminum door top track rail.

SPECIFICATIONS: The work shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.

LAND: Available.

RATE: Based on DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.

COST: Rs. 12,86,000/-i/c 5% Contingencies.

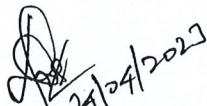
The Cost projected in this preliminary estimate is liable to revision due to probable escalation in cost of construction part from other reasons, such as change in area, scope, design & specifications etc., desired by the client at a later stage.


T&P: To be arranged by the Contractor.


WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after call of e-tender.

TIME: 03 (Three) months.


Assistant Engineer-III
NIT Durgapur Project Division
CPWD, Durgapur-09


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-0


Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :- West Bengal


Circle :- Durgapur

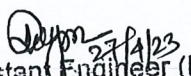
Branch :- B& R

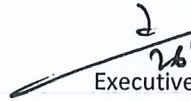
Division :- NIT Durgapur, Division.



Name of Work:- Raising the height of balcony of New Academic Block at Nit Durgapur.

S.No	Descriptions	Amount		Total Amount (Civil+ Electrical)	Remarks
		Civil	Electrical		
1	Raising the height of balcony of New Academic Block at Nit Durgapur.	1146100.00		1146100.00	ANNEXURE - I
	TOTAL	1146100.00	0.00	1146100.00	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			34383.00	
	TOTAL			1180483.00	"B"
	Add 5% contingencies on "B"			59024.00	
	Add EPF @ 3.125% On "B"			36890.00	
	Add ESIC @ 0.8125% on "B"			9591.00	
	GRAND TOTAL			1285988.00	
	SAY ₹			12,86,000.00	


24/04/2023
Assistant Engineer -III
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR


27/4/23
Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


26/4/23
Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p style="text-align: center;"> Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B-11 A/B NIT Campus Durgapur-713209, Ph: 0343-2542361 e-mail: eenitdpd-cpwd@gov.in </p>	
23(1)/DB/EE/NITDD/CPWD/2023-24/326		Date: 01/05/2023.

✓ To
The Chairman (Construction),
National Institute of Technology,
M.G. Avenue, Durgapur,
Paschim Bardhaman,
PIN- 713209.

Subject:- Submission of Preliminary Estimate of "Repair & construction of damaged boundary wall at back side of NIT Campus, Durgapur."

Ref: -Your Requisition letter No.-via email, Dated: 05/04/2023

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.25,71,800.00 for above mentioned work of NIT, Durgapur, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)

2015/23
(Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Copy to: -

4. The Superintending Engineer, CPWD, Durgapur, for information please.
5. Assistant Engineer, DSD-III, NITDD, CPWD, Durgapur for information please.
6. Guard File.

Executive Engineer

Seen
Shawar
04.05.2023
Durgapur
Chairman (Cm)
Hree of the Dean (Psd)

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: WEST BENGAL

BRANCH: B & R

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

Name of Work:- Repair & Construction of damaged boundary wall at back side of NIT Campus Durgapur.

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate framed by Er. Israr Ahmad, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of **Rs. 25,71,800/-** i/c 5% Contingencies. 3% Increase in cost of work during period from the date of submission of PE to completion of pre-construction activities has also been included. Also 3.125% EPF and 0.8125% ESIC of total cost of the work has been added.

REPORT

1. History:

- i) This Preliminary Estimate amounting to **Rs. 25,71,800/-** including 5% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities. Also 3.125% EPF and 0.8125% ESIC of total cost of the above work and to obtain necessary Administrative Approval and Expenditure Sanction of the competent authority.
- ii) Estimate for the above work has been made as per request received from Shri Soumya Bhattacharyya, Chairman (Construction), NIT Durgapur vide via email dt. 05.04.2023 **(for the safety of NIT Campus)**.
- iii) The cost and time of the project is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the Client department at a later date. In such a case a revised estimate will be submitted if required.
- iv) The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE in accordance with DG, CPWD O.M. No. DG/SOP/09 dated 30.04.2020.
- v) This Estimate is not a price discovery for the project and shall not be used for comparing with fixed price Quotations received from other construction agencies or other sources.

2. Advisory regarding obligations as under for deposit work to be obeyed by the client department as per O.M.no. DG/MAN/Misc/41 dated 18.12.2019.

- a) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is

- not included in the time of construction indicated in the estimate. Although CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
- b) CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased /Changed or there is deviation in quantities executed.
 - c) Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
 - d) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
 - e) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work
 - f) **The client department will help CPWD in –**
 - I. Providing site for labour huts for the contractor's labour free of cost,
 - II. Providing free access to contractor's materials and labour to the site of work,
 - III. Providing electricity connection for execution of work on payment of usual charges, and
 - IV. Sanction and release of load from the concerned Electricity Board/Authority.
 - g) CPWD may at its discretion allow the clients to deposit the funds in installment. In such cases 33-1/3% of the estimated cost should be deposited as advance. Thereafter, Expenditure incurred should be reimbursed in full through monthly bills. The initial deposited 33-1/3% would be retained for adjustment against the last portion of the estimated expenditure.

DESIGN AND SCOPE:

The Preliminary estimate has been prepared based on the actual measurement and as per requirement from NIT Durgapur.

The following provisions have been kept in this estimate for building portion: -

(Civil Works) A: -

1. Dismantling the damaged/tilted boundary wall.
2. Construction of new boundary wall at damaged portion with
 - a) Provision of RCC (1:1.5:3) footing, column, beams & coping etc.
 - b) Brick Work in between column up to 2.00 m (matching with existing height of boundary wall).
 - c) Fixed spiked M.S. grill up to 0.7 m height & concertina coil of 600 mm on Y-shaped angle similar to existing Boundary Wall.
3. Plastering and painting of newly constructed boundary wall etc. has been taken in this estimate.

SPECIFICATIONS: The work shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.

LAND: Available.

RATE: Based on DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.

COST: Rs. 25,71,800/-i/c 5% Contingencies.

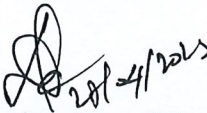
The Cost projected in this preliminary estimate is liable to revision due to probable escalation in cost of construction part from other reasons, such as change in area, scope, design & specifications etc., desired by the client at a later stage.

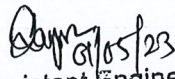
T&P: To be arranged by the Contractor.


WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after call of e-tender.

TIME: 04 (Four) months.


Assistant Engineer-III
NIT Durgapur Project Division
CPWD, Durgapur-09


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :-West Bengal

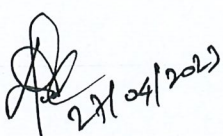
Circle :- Durgapur

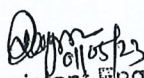
Branch : - B& R

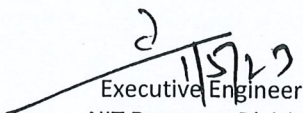
Division :-NIT Durgapur, Division.



Name of Work : -Repair & Construction of damaged boundary wall at back side of NIT Campus Durgapur.

S.No	Descriptions	Amount		Total Amount (Civil+ Electrical)	Remarks
		Civil	Electrical		
1	Construction and dismantling of existing tilted boundary wall	2292022.00		2292022.00	ANNEXURE - I
	TOTAL	2292022.00	0.00	2292022.00	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			68761.00	
	TOTAL			2360783.00	"B"
	Add 5% contingencies on "B"			118039.00	
	Add EPF @ 3.125% On "B"			73774.00	
	Add ESIC @ 0.8125% on "B"			19181.00	
	GRAND TOTAL			2571777.00	
	SAY ₹			25,71,800.00	


Assistant Engineer -III
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p>Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr, No. B-11 A/B, NIT Campus, Durgapur-713209 Ph: 0343-2542361 e-mail- eenitdpdcpwd@gmail.com</p>	
No. 54(12)/EE/NITDD/CPWD/2023-24/309		Date: 21/04/2023

To
The Chairman (Construction)
National Institute of Technology
M.G. Avenue, Durgapur-713209

Sub: Submission of Preliminary Providing and fixing cupboard shutters in hall no. 7 at NIT Durgapur.

Sir,

Please find enclosed Preliminary Estimate for amounting to Rs. 13,34,500.00 along with history sheet for Administrative approval and Expenditure Sanction.

The necessity of framing the preliminary estimate has clearly been explained in the history sheet of the estimate. The head of account to which the expenditure will be booked may be mentioned at the time of conveying administrative approval and expenditure sanction of the competent authority.

It is requested to return one copy of sanctioned preliminary estimate to this office as a taken of formal approval of the competent authority.

Encl.: As stated

21/4/23
(Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Copy to:-

1. The Superintending Engineer, CPWD, Durgapur for information please.
2. Assistant Engineer-I, NIT Durgapur Division CPWD, Durgapur for information.

Executive Engineer

AR(LEAS)
May be placed in the
next meeting of PMOCC.

Shri
26.4.2023
Pravin K. A.
Chairman (Cm)
Shri Deem (P. 01)

Recd
28/4/23
at 4:00 PM



GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER
CPWD, DURGAPUR

PRELIMINARY ESTIMATE

NAME OF WORK: Providing and fixing cupboard shutters in hall no. 7 at NIT Durgapur.

ESTIMATED COST: - Rs. 13,34,500.00 including 5% Contingencies

CIRCLE: - SE, DURGAPUR

DIVISION: - NIT DURGAPUR DIVISION, CPWD, DURGAPUR.

TIME: - 03 (Three) Months

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE: WEST BENGAL

BRANCH: B & R

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

NAME OF WORK: Providing and Fixing cupboard shutters in hall no.07 at NIT Durgapur(W.B.).

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate framed by Er. Israr Ahmad, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of Rs.13,34,500/- including 5% Contingencies. 3% Increase in cost of work during period from the date of submission of PE to completion of pre-construction activities has also been included. Also 3.125% EPF and 0.8125% ESIC of total cost of the work has been added.

REPORT

1. History:

- i) This Preliminary Estimate amounting to of Rs.13,34,500/- including 5% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities. Also 3.125% EPF and 0.8125% ESIC of total cost of the above work and to obtain necessary Administrative Approval and Expenditure Sanction of the competent authority.
 - ii) Estimate for the above work has been made as per minutes of meeting vide letter no .NITD/EST/PMQCC/01/23 dated:13.03.2023
 - iii) The cost and time of the project is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the Client department at a later date. In such a case a revised estimate will be submitted if required.
 - iv) The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE in accordance with DG, CPWD O.M. No. DG/SOP/09 dated 30.04.2020.
 - v) This Estimate is not a price discovery for the project and shall not be used for comparing with fixed price Quotations received from other construction agencies or other sources.
2. Advisory regarding obligations as under for deposit work to be obeyed by the client department as per O.M.no. DG/MAN/Misc/41 dated 18.12.2019.
- a) After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although

- CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
- b) CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased /Changed or there is deviation in quantities executed.
 - c) Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
 - d) The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.
 - e) Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work
 - f) **The client department will help CPWD in –**
 - I. Providing site for labour huts for the contractor's labour free of cost,
 - II. Providing free access to contractor's materials and labour to the site of work,
 - III. Providing electricity connection for execution of work on payment of usual charges, and
 - IV. Sanction and release of load from the concerned Electricity Board/Authority.
 - g) CPWD may at its discretion allow the clients to deposit the funds in installment. In such cases 33-1/3% of the estimated cost should be deposited as advance. Thereafter, Expenditure incurred should be reimbursed in full through monthly bills. The initial deposited 33-1/3% would be retained for adjustment against the last portion of the estimated expenditure.

DESIGN AND SCOPE:

The Preliminary estimate has been prepared based on the actual measurement and as per requirement from NIT Durgapur.

The following provisions have been kept in this estimate for building portion: -

(Civil Works) A: -

- a) Providing and fixing of 19mm thick ^(cupboard shutter) one side decorative and other side balancing lamination with of T-iron frame.

SPECIFICATIONS: The work shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.

LAND: Available.

RATE: Based on DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.

COST: Rs.13,34,500/-.

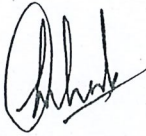
The Cost projected in this preliminary estimate is liable to revision due to probable escalation in cost of construction part from other reasons, such as change in area, scope, design & specifications etc., desired by the client at a later stage.

T&P: To be arranged by the Contractor.

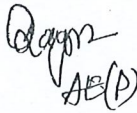
WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after call of e-tender.

TIME: 03 (Three) months.



Assistant Engineer-I
NIT Durgapur Project Division
CPWD, Durgapur-09


AB(P)
21/4/25

Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :- West Bengal

Branch : - B& R

Circle :- Durgapur

Division :- NIT Durgapur, Division.

Name of Work:- Providing and Fixing cupboard shutters in hall no.07 at NIT Durgapur(W.B.).

S.No	Descriptions	Amount		Total Amount (Civil+ Electrical)	Remarks
		Civil	Electrical		
1	Providing and Fixing cupboard shutters in hall no.07 at NIT Durgapur(W.B.).	1189344.00		1189344.00	ANNEXURE - I
	TOTAL	1189344.00	0.00	1189344.00	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			35680.00	
	TOTAL			1225024.00	"B"
	Add 5% contingencies on "B"			61251.00	
	Add EPF @ 3.125% On "B"			38282.00	
	Add ESIC @ 0.8125% on "B"			9953.00	
	GRAND TOTAL			1334510.00	
	SAY ₹			13,34,500.00	



Assistant Engineer
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR



Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9

21/4/23
Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

N-1

EST/PB/209

ANNEXURE - 43.10

राष्ट्रीय प्रौद्योगिकी संस्थान, दुर्गापुर
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

Ref No: - NITD/Estt. /DB/2023-24/01

Dated- 01/08/2023

NOTE SHEET

Sub: - Urgent Repair /Renovation /Extension and Painting of Director Bungalow

It is to inform that Prof Arvind Choubey has assumed the charge of Director, NIT Durgapur on 27-07-2023. Presently he is staying in Guest House.

The Director Bungalow is lying vacant for almost last nine months. It was occupied by the Ex-Director, Prof Anupam Basu. The paintings and the other major maintenance works were carried-out much before six years from now.

Since the Director Bungalow is very old building and only having two bed rooms inside the bungalow. There is no proper meeting / conference room for official meetings beyond working hours or during time of exigencies be carried-out. Keeping the above said points in view, it is requested to carry-out thorough check for both I.e., Civil and Electrical angles in Director's Bungalow and accordingly arrangement to be made to the said building inhabitable as per the entitlement of Director level.

In view of the above, it is requested to make the necessary arrangement through CPWD, NIT division as Central Government Agency at the earliest for the above.

[Signature] 01/08/2023
(Asst Kumar)

Joint Registrar (Establishment) &
I/C Director Bungalow

Agreed as proposed.

[Signature] 01.8.2023
Chairman (Construction)

Recommended and placed for
kind approval of chairman.

[Signature] 01.8.23

Registrar (I/C)

Please follow appropriate procedure.

[Signature] 1-8.2023
Chairperson,
Board of Governors
NIT Durgapur



Payment sanctioned from
balance fund with CPWD

Chairman(Construction)

Necessary action may kindly
be initiated as per the instruction
of the Chairperson BOG urgently.

[Signature] 03.8.23
Registrar(I/C)

P-61

	<p style="text-align: center;"> Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B-11 A/B NIT Campus Durgapur-713209, Ph: 0343-2542361 e-mail: eenitdpd-cpwd@gov.in </p>	
No. 23(1)/DB/EE/NITDD/CPWD/2023/ 758		Date: 04/10/2023.

✓ To
 The Chairman (Construction),
 National Institute of Technology,
 M.G. Avenue, Durgapur,
 Paschim Bardhaman,
 PIN- 713209.

Subject: - Submission of Preliminary Estimate of "Urgent Repair & refurbishing work to make Director's ORA habitable and make ready for occupancy" at NIT Campus, Durgapur.

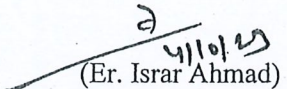
Ref: -Your Requisition letter No.-NITD/EST/Construction/07/23, Dated: 08/08/2023

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.48,81,200.00 for above mentioned work of NIT, Durgapur, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)



 (Er. Israr Ahmad)
 Executive Engineer
 NIT Durgapur Division
 CPWD, Durgapur

Copy to: -

1. The Superintending Engineer, CPWD, Durgapur, for information please.
2. The Assistant Engineer-III, NITDD, CPWD, Durgapur for information please.
3. Guard File.

AR (CE & S)
 For n.a. please.
 Sheet
 09.10.2023
 Puri CE &
 Chairman (Com.)
 Office of the Dean (P&S)

Executive Engineer


 10.10.23

- Repairing / replacing the doors & windows etc as per requirement.
- Converting the existing Garage to a meeting room.
- Replacing the damaged m s railing with new S S railing as per requirement.
- Internal & external paintings as per requirement.

(Electrical Works) :-

- Wiring/ rewiring in PVC conduit with FRLS PVC insulated copper conductor cable in recessed.
- Energy efficient BLDC ceiling fans, Decorative LED all type light fittings.
- MCB DBs, MCBs.
- 2 no split type AC for drawing & meeting room and storage type Geyser for 3 no bathroom & 1 no. kitchen.
- Earthing and Light Conductor.
- Garden light/ Compound light/ Gate light connection with UG Cables.

SPECIFICATIONS: The work

- Civil:- Shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.
- Electrical:- CPWD General specification for electrical works Part-I (internal) 2023

LAND: Available.

RATE: Based on

- Civil:- DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.
- Electrical:- DSR-2022 & current Market Rate.


COST: - Rs. 48,81,200/- (Rupees Forty-Eight Lacs Eighty One Thousand Two Hundred) only i/c 3% Contingencies.

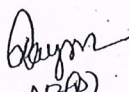
T&P: To be arranged by the Contractor.

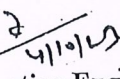
WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after inviting tender.

TIME: 03.(Three) months


Assistant Engineer-III
NIT Durgapur Project Division
CPWD, Durgapur-09


AE(P)
NITPD


Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

NIT copy

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
BRANCH: B & R

STATE: WEST BENGAL

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

NAME OF WORK: Urgent Repair & refurbishing work to make Director's ORA habitable and make ready for occupancy.

Fund:

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

This Preliminary Estimate has been framed by Er. Israr Ahmed, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of Rs. 48,81,200/- i/c 3% Contingencies.

REPORT

HISTORY:

This Preliminary estimate amounting to Rs. 48,81,200/- (Rupees Forty-Eight Lacs Eighty One Thousand Two Hundred) only i/c 3% Contingencies has been framed to cover the probable cost of the above mentioned work and for obtaining in Principal Approval from the competent authority.

This estimate has been prepared as per the requisition received vide letter no. NITD/EST/Construction/07/23 dated 08/08/2023 and as per detailed requirements shown on ground by the representatives of NIT Durgapur.

Since it is urgent work to make the Director's ORA habitable. The expenditure is to be charged against the unspent balance (savings) of the sanctioned work vide letter no. NITD/EST/Construction/07/23 dated 08/08/2023. So, the savings of running work vertical extension of IT Buildings will be charged.

DESIGN AND SCOPE:

The following provisions have been kept in this estimate -

(Civil works) :-

- Replacing the necessary floor tiles, wall tiles, toilet fittings etc. in all the toilets.
- Making good all the plumbing & sewer line of entire building.
- Construction of modular kitchen as per direction.

GENERAL ABSTRACT OF COST

State :- West Bengal


Branch :- B & R


Circle :- Durgapur


Division :- NIT Durgapur, Division.



Name of Work:- Renovation of Directors Bungalow NIT Durgapur.

S.No	Descriptions	Amount		Total Amount (Civil+ Electrical)	Remarks
		Civil	Electrical		
1	SH : I- Urgent Repair & refurbishing work to make Director's ORA habitable and make ready for occupancy.	3422854.00	1316220.00	4739074.00	As per letter no NITD/EST/Construction/07/23 dated 08/08/2023 & as per decision of several meetings with NIT authorities this work is to be executed with the savings of the running work Vertical Extension of IT building.
TOTAL		3422854.00	1316220.00	4739074.00	"A"
		TOTAL		4739074.00	"B"
		Add 3% contingencies on "B"		142172.00	
		GRAND TOTAL		4881246.00	
		SAY ₹		48,81,200.00	


Assistant Engineer -III
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p style="text-align: center;">Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B-11 A/B NIT Campus Durgapur-713209, Ph: 0343-2542361 e-mail: eenitdpd-cpwd@gov.in</p>	
No. 23(1)/DB/EE/NITDD/CPWD/2023/ 759		Date: 04/10/2023.

To
The Chairman (Construction),
National Institute of Technology,
M.G. Avenue; Durgapur,
Paschim Bardhaman,
PIN- 713209.

Subject: - Submission of Preliminary Estimate of "Extension of existing Director's Bungalow to meet type-VII (new) quarters plinth area norms etc. at NIT, Durgapur".

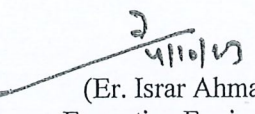
Ref: -Your Requisition letter No.-NITD/EST/Construction/07/23, Dated: 08/08/2023

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.36,21,100.00 for above mentioned work of NIT, Durgapur, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)

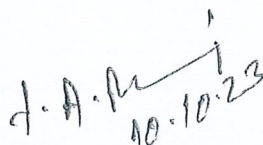

 (Er. Israr Ahmad)
 Executive Engineer
 NIT Durgapur Division
 CPWD, Durgapur

Copy to: -

1. The Superintending Engineer, CPWD, Durgapur, for information please.
2. The Assistant Engineer-III, NITDD, CPWD, Durgapur for information please.
3. Guard File.

R(E45)
 For n.a. please
 Sh. V. 09.10.2023
 P. A. C. &
 Chairman (Cm),
 Office of the Dean (P.A.)

Executive Engineer


 10.10.23

NIT COPY

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
BRANCH: B & R**

STATE: WEST BENGAL

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

Name of Work:- Extension of existing Directors Bunglow to meet type-VII (new) quarters plinth area norms etc. at NIT Durgapur.

Fund:

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

Detailed/ Preliminary Estimate framed by Er. Israr Ahmed, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of ₹ 36,21,100/- i/c 3% Contingencies.

REPORT

HISTORY:

This Detailed/Preliminary estimate amounting to ₹ 36,21,100/- /- (Rupees Thirty Six Lakh Twenty One Thousand One Hundred) only i/c including 3% contingencies, 3 % increase in cost during period from the date of submission of PE to completion of pre-construction activities, 3% per annum on total cost of building to account for increase in cost during period of completion of work (3.00 % since completion period is 12 Month), 3.125% EPF and 0.8125 % ESIC of total cost of the work.

This estimate has been prepared as per the requisition received vide letter no. NITD/EST/Construction/07/23 dated 08/08/2023 & also as per detailed requirements shown on ground by the representatives of NIT Durgapur. In this estimate provision has been taken to extend the area of existing Directors Bunglow by Constructing Two nos. bedrooms at G.F & F.F. each with its necessary utilities to meet the New Plinth area Norms of Type-VII Quarters (As per Director's entitlement.)

The cost projected in this Preliminary Estimate is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the client at a later date. The Preliminary Estimate submitted by CPWD is valid up to one year from the date of submission of PE.

After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local

Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.

CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased /changed or there is deviation in quantities executed.

Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.

The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.

Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work.

The client department will help CPWD in –

- (a) Providing site for labour huts for the contractor's labour free of cost,
- (b) Providing free access to contractor's materials and labour to the site of work,
- (c) Providing electricity connection for execution of work on payment of usual charges, and Sanction and release of load from the concerned Electricity Board/Authority.

The P.E. of the above mentioned work is submitted for obtaining A/A & E/S from competent authority.

The following provisions have been kept in this estimate -

(Civil & Electrical works) :-

DESIGN AND SCOPE:

- RCC framed structure with floor height 3.35 metre for the Directors Bunglow.
- 0.30 metre deeper foundation in Directors Bunglow over normal depth of 1.20m.
- Internal water supply and sanitary installation.
- External service connections.
- Internal electric installations.

SPECIFICATIONS: The work

- Civil:- Shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.
- Electrical:- CPWD General specification for electrical works Part-I (internal) 2023.

LAND: Available.

RATE: Based on

- Civil:-DPAR-2021 & DSR 2021 duly enhanced by @ 21.00% to account for the present approved cost index.
- Electrical:- DPAR-2021 & DSR-2022 & current Market Rate.

COST: ₹ 36,21,100/- /- (Rupees Thirty Six Lakh Twenty One Thousand One Hundred) only i/c including 3% contingencies etc.

T&P: To be arranged by the Contractor.

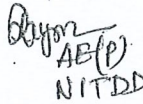
WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after inviting tenders.

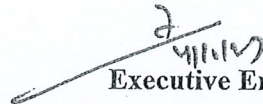
TIME: 15 (Fifteen) Months (03 months for planning and 12 months for execution of work after receipt of A/A & E/S).



Assistant Engineer-III
NIT Durgapur Project Division
CPWD, Durgapur-09



AB(P)
NITDD



Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :- West Bengal


Circle :- Durgapur

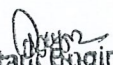
Branch :- B & R

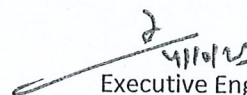
Division :- NIT Durgapur, Division.


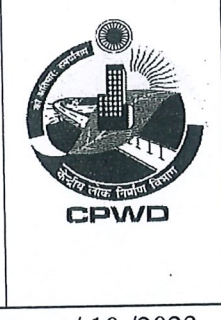
Name of Work:- Extension of existing Directors Bungalow to meet type-VII (new) quarters plinth area norms etc. at NIT Durgapur.

S.No	Descriptions	Amount		Total Amount	Remarks
		Civil	Electrical	(Civil+ Electrical)	
1	Extension of directors bungalow at NIT Durgapur with 2 nos bed rooms .	2700818.49	493715.68	3194534.17	ANNEXURE - A
	TOTAL	2700818.49	493715.68	3194534.17	"A"
	Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.			95836.00	
	Add Anticipated Increase In Total Cost @3.00% per annum on "A" to account for Increase during period of completion of work (3.00 % Since completion period is 12 Months)			95836.00	
	TOTAL			3386206.17	"B"
	Add 3% contingencies on "B"			101586.00	
	Add EPF @ 3.125% On "B"			105819.00	
	Add ESIC @ 0.8125% on "B"			27513.00	
	GRAND TOTAL			3621124.17	
	SAY ₹			36,21,100.00	


Assistant Engineer
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p style="text-align: center;"> Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B-11 A/B NIT Campus Durgapur-713209, Ph: 0343-2542361 e-mail: <u>eenitdpd-cpwd@gov.in</u> </p>	
No. 23(1)/DB/EE/NITDD/CPWD/2023/ 760		Date: 04/10/2023.

To
 The Chairman (Construction),
 National Institute of Technology,
 M.G. Avenue, Durgapur,
 Paschim Bardhaman,
 PIN- 713209.

Subject:- Submission of Preliminary Estimate of "Development works such as Repair/ Renovation of existing Boundary wall along with providing paver tiles around the building on Existing CC Pavement, providing a shaded car parking area with drivers rest room & Providing Paver blocks etc" at NIT Campus, Durgapur.


Ref: -Your Requisition letter No.-NITD/EST/Construction/07/23, Dated: 08/08/2023

Sir,

Enclosed please find herewith the preliminary estimate (in duplicate) amounting to Rs.55,38,500.00 for above mentioned work of NIT, Durgapur, West Bengal.

While issuing A/A & E/S from the Competent Authority, a copy of the sanctioned estimate may please be sent to this office as token of approval.

Encl: Original estimate (In duplicate)


 (Er. Israr Ahmad)
 Executive Engineer
 NIT Durgapur Division
 CPWD, Durgapur

Copy to: -

1. The Superintending Engineer, CPWD, Durgapur, for information please.
2. The Assistant Engineer-III, NITDD, CPWD, Durgapur for information please.
3. Guard File.

Executive Engineer

AR (ECS)
 For n a please
 Shri 09.10.2023
 P. A. M.
 Chairman (Com)
 Office of the Dean (CPWD)

P. A. M.
 10.10.23

P-71

NIT COPY

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: WEST BENGAL

BRANCH: B & R

CIRCLE: SE, Durgapur

DIVISION: NIT DURGAPUR PROJECT DIVISION.

ESTIMATE NO.

Name of Work:- Development works such as Repair/Renovation of Existing boundary wall along with providing paver tiles around the building on Existing CC pavement, Providing a shaded car parking area with drivers rest room & Providing Paver blocks etc.

Fund:

MAJOR HEAD	MINOR HEAD	DETAILED HEAD

Detailed/ Preliminary Estimate framed by Er. Israr Ahmed, Executive Engineer, NIT Durgapur Project Division, CPWD, Durgapur of the Probable cost of **₹55,38,500/-** i/c 3% Contingencies.

REPORT

HISTORY:

This Detailed/Preliminary estimate amounting to **₹55,38,500/- (Rupees Fifty Five Lakh Thirty Eight Thousand Five Hundred) only** including 3% contingencies, 3% increase in cost during period from the date of submission of PE to completion of pre-construction activities, 3% per annum on total cost of building to account for increase in cost during period of completion of work (1.50% since completion period is 6 Month), 3.125% EPF and 0.8125% ESIC of total cost of the work.

This estimate has been prepared as per the requisition received vide letter no. NITD/EST/Construction/07/23 dated 08/08/2023. The estimate of development works prepared as per requirements shown on field and directed by the representatives of NIT Durgapur during joint inspection.

The cost projected in this Preliminary Estimate is liable to revision due to probable escalation in cost of construction, apart from other reasons such as change in scope of work, area, design and specifications etc. or as desired by the client at a later date. The Preliminary Estimate submitted by CPWD is valid upto one year from the date of submission of PE.

After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies (including Environmental clearance) whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although

CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.

CPWD does not bind itself to complete the work within the estimated cost. Necessary revised estimate will be submitted when scope of work is increased /changed or there is deviation in quantities executed.

Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.

The CPWD has no funds of its own for investing in the work. The client department should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/ abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages. If additional funds are required, the same will have to be provided by the client department on the Revised Estimates submitted by CPWD.

Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work.

The client department will help CPWD in –

- (a) Providing site for labour huts for the contractor's labour free of cost,
- (b) Providing free access to contractor's materials and labour to the site of work,
- (c) Providing electricity connection for execution of work on payment of usual charges, and Sanction and release of load from the concerned Electricity Board/Authority.

The P.E. of the above-mentioned work is submitted for obtaining A/A & E/S from competent authority.

The following provisions have been kept in this estimate -

(Civil & Electrical works):-

- Repair/Renovation of Existing boundary wall along with providing paver tiles around the building on Existing CC pavement etc.
- Providing a shaded car parking area, drivers rest room etc. along with the development of external area.
- Providing paver blocks on the existing kutcha road between both gates of Director's bungalow.

DESIGN AND SCOPE:

- Composite structure with floor height 3.00metre for the drivers rest room.
- Internal water supply and sanitary installation.
- External service connections.
- Internal electric installations.

SPECIFICATIONS: The work

- Civil:- Shall be carried out as per CPWD specification 2019, Vol I to Vol -II in general with up-to-date correction slip.
- Electrical:- CPWD General specification for electrical works Part-I (internal) 2023.

LAND: Available.

RATE: Based on

- Civil:-DPAR-2021 &DSR 2021duly enhanced by @ 21.00% to account for the present approved cost index.
- Electrical:-DPAR-2021 &DSR-2022 & current Market Rate.

COST: ₹55,38,500/- (Rupees Fifty Five Lakh Thirty Eight Thousand Five Hundred) only i/c including 3% contingencies.

T&P: To be arranged by the Contractor.

WC ESTABLISHMENT: Will be met out of Contingencies.

METHOD: By contract after inviting tenders.

TIME: 9 (Nine) Months (03 months for planning and 6 months for execution of work after receipt of A/A & E/S).



Assistant Engineer-III
NIT Durgapur Project Division
CPWD, Durgapur-09




Executive Engineer
NIT Durgapur Project Division
CPWD, Durgapur-09

GENERAL ABSTRACT OF COST

State :- West Bengal


Circle :- Durgapur

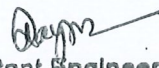
Branch :- B & R

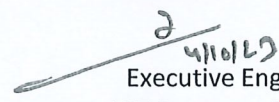
Division :- NIT Durgapur, Division.

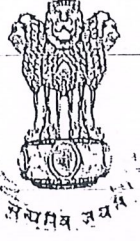

Name of Work:- Development works such as Repair/Renovation of Existing boundary wall along with providing paver tiles around the building on Existing CC pavement, Providing a shaded car parking area with drivers rest room & Providing Paver blocks etc.

S.No	Descriptions	Amount		Total Amount	Remarks
		Civil	Electrical	(Civil+ Electrical)	
2	Developments				
a	Repair/Renovation of Existing boundary wall along with providing paver tiles around the building on Existing CC pavement.	2829464.00	0.00	2829464.00	ANNEXURE - B
b	Providing a shaded car parking area , drivers rest room etc. along with the development of external area .	611881.42	66384.34	678265.76	ANNEXURE - C
c	Providing paver blocks on the existing kutcha road between both gates of Director's bungalow	1448446.14	0.00	1448446.14	ANNEXURE - E
TOTAL		4889791.56	66384.34	4956175.90	"A"
Add Anticipated Increase in Total Cost @ 3.00% on "A" for Increase during period from the date of submission of PE to completion of preconstruction activities.				148685.00	
Add Anticipated Increase In Total Cost @3.00% per annum on "A" to account for Increase during period of completion of work (1.50 % Since completion period is 6 Months)				74343.00	
TOTAL				5179203.90	"B"
Add 3% contingencies on "B"				155376.00	
Add EPF @ 3.125% On "B"				161850.00	
Add ESIC @ 0.8125% on "B"				42081.00	
GRAND TOTAL				5538510.90	
SAY ₹				55,38,500.00	


Assistant Engineer
O/o the Executive Engineer
NIT DD, CPWD, DURGAPUR


Assistant Engineer (P)
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9


Executive Engineer
NIT Durgapur Division
CPWD, DURGAPUR-9

	<p>Government of India Central Public Works Department O/o the Executive Engineer NIT Durgapur Division Qtr. No. B11 A/B, NIT Campus, Durgapur-713209 Ph: 0343-2542361 e-mail: cenitdpd-cpwd@gov.in</p>	
No. 55(ARB)/500 seated Girls Hostel/Subir/EE/NITDD/CPWD/2023-24/843		Dated : 02/11/2023

To,
The Registrar
National Institute of Technology
M.G. Avenue
Durgapur-713209

Sub: - In the matter of Court Case in the Court of the Judge, Commercial Court at Asansol.

Union of India - Petitioner
Vs.

Subir Engineering Works Pvt. Ltd. - Respondent

Name of work: Court Case in connection with "Construction of 500 seated Girls' Hostel for NIT Durgapur including water supply, sanitary installations, internal road, drainage, sewage, internal electrical installations, lifts, internal fire fighting system, external services & substations."

Agreement No. 05/PM/EE/NITDPD/CPWD/2014-15

Court Case No. Misc. Arbitration Case No. 08/2022 (CNR No. WBBD17-000024-2022)

Ref: - (1) 23(1)/SDG(Kolkata)/ARB/SEWPL/2023/2009 dated 31/10/2023
(2) 54(10)/EE/NITDD/CPWD/2020-21/246 dated 23/09/2020
(3) 55(ARB)/500 seated Girls Hostel/Subir/EE/NITDD/CPWD/2023-24/793 dated 17.10.2023

Sir,
In reference of above work and referenced letters, it is intimated that the agency of the above work had gone to the arbitral tribunal for the adjudication of disputes arisen in the work. The said award was challenged in Commercial Court at Asansol. Now the Ld. Court of the Judge, Commercial Court at Asansol has decided the disputes on dated 19.08.2023. The award given by the Ld. Court was sent to the competent authority of CPWD for taking necessary action in this regard. It is intimated that Competent authority i.e. SDG (Kolkata) CPWD has accepted the award given by the Ld. Court and directed to ensure the payment of award as early as possible to avoid further financial burden of post-award interest to the exchequer.

The details of the case and amount involved for payment to the agency is as under:-

Executive Engineer
NIT Durgapur Division

IN THE MATTER OF COURT CASE IN THE COURT OF THE JUDGE,

COMMERCIAL COURT AT ASANSOL

Union of India (CPWD): Petitioner

&

Subir Engineering Works (P) Ltd.: Respondent

Name of Work: Court Case in connection with "Construction of 500 seated Girls' Hostel for NIT Durgapur including water supply, sanitary installations, internal road, drainage, sewage, internal electrical installations, lifts, internal fire fighting system, external services & substations."

Agmt. No.: 05/PM/EE/NITDPD/CPWD/2014-15

Court Case No. Misc. Arbitration Case No. 08/2022 (CNR No. WBBDI7-000024-2022)

Brief about the Work:-

(a) Agreement No.:	05/PM/EE/NITDPD/CPWD/2014-15
(b) Estimated Cost:	Rs.28,45,02,380.00
(c) Agt. Amount:	Rs.28,17,85,372.00
(d) Earnest Money:	Rs. 40,31,503.00
(e) Performance Guarantee:	5% of the tender value
(f) Stipulated date of Start:	25.11.2014
(g) Stipulated date of completion:	24.03.2016
(h) Actual date of completion:	24.02.2017
(i) Time Allowed:	16 (Sixteen) Months
(j) Total value of work done:	Rs.41,08,03,414.00
(k) EOT:	EOT has been sanction upto 24.02.2017 without levy of compensation

In the above matter, Sh. Sunil Kumar Garg, Sole Arbitrator was appointed vide letter no. 55(1)/SE (TLQA)/SEWL/ADG(RK)/1062 dated 15.09.2020 and the Ld. Arbitrator entered into the reference vide case No. ARB/SKG/02 dated 24.09.2020. He has made and signed award on 24.01.2022.

The award passed by the Ld. Sole Arbitrator Sh. Sunil Kumar Garg was challenged in the Court of Ld. Judge, Commercial Court at Asansol under Section 34 of the Arbitration and conciliation Act 1996 on dated 22.08.2022 through Smt. Mausumi Ray Ganguli, Advocate.

21/12/22
Executive Engineer
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-0

P-77

The Commercial Court at Asansol delivered judgement on 19.08.2023. Commercial Court upheld the award passed by Ld. Sole Arbitrator except Claim No. 4. Claim No. 4 which has been set aside by the Commercial Court.

The comments of EE, NIT Durgapur Division on award passed by the Ld. Commercial Court sent to SE, Durgapur vide No. 55(ARB)/ Subir/500 Girls Hostel/EE/NITDD/2023-24/649 dated 25.08.2023

The summary of award passed by the Commercial court Asansol is as under:-

Claim No.	Particulars of claim in brief	Claim amount (Rs.)	Award given by Ld. Arbitrator	Award given by Commercial court	Remarks
1	Payment of bonus under clause 2A of GCC	Rs. 1,18,34,986.00	Rs. 22,54,283.00	Rs. 22,54,283.00	Upheld by the Commercial Court Asansol
2	Claim for payment on account of loss of overheads during extended period of contract	Rs. 50,53,761.00	Rs. 40,15,440.00	Rs. 40,15,440.00	Upheld by the Commercial Court Asansol
3	Interest on claim no. 1	@15% w.e.f.18.08.2019 till realization	Rs. 3,27,952.00 @10% per annum on Rs. 22,54,283.00 for the period from 12.08.2020 to 24.01.2022	Rs. 3,27,952.00	Upheld by the Commercial Court Asansol
4	Interest on claim for "amount under 10CA & amount under 10CC"	@15% w.e.f.03.10.2019 till realization	Rs. 3,93,333.00 @7.5% per annum on Rs. 24,13,899.00 for the period from 20.12.2017 to 21.02.2020	Nil	Set aside by the Commercial Court Asansol
5	Interest on claim for "amount under loss of overhead"	@15% w.e.f.03.10.2019 till realization	Rs. 5,83,763.00 @10% per annum on Rs. 40,12,685.00 for the period from 12.08.2020 to 24.01.2022	Rs. 5,83,763.00	Upheld by the Commercial Court Asansol
	Cost of Arbitration		Rs. 1,70,000.00	Rs. 1,70,000.00	Upheld by the Commercial Court Asansol
		Total	Rs. 77,44,771.00	Rs. 73,51,438.00 (A)	

I) Post award interest	Awarded sum including the pre-award interest shall bear post award simple interest @10% per annum from the date next of award till the date of payment.
II) Declaratory award	GST on award amount (after adjusting the component of VAT application earlier) to be reimbursed after satisfying about the said payment made to the GST authorities.

- (i) The calculation of post award interest from 25.01.2022 to 15.11.2023 (341+319 = 660 days) @10% per annum is as under:-

$$\text{Interest} = \text{Rs. } 73,51,438.00 \times 10\% \times 660/365 = \text{Rs. } 13,29,301.00 \text{ (B)}$$

Per day interest Rs. 2014.09

2
24/11/23
Executive Engineer
NIT Durgapur Division
C.P.W.D., NIT Campus, Durgapur-9

P-78

Total amount (A+B) Rs. 73,51,438.00 + Rs. 13,29,301.00 = Rs. 86,80,739.00 (without GST)

(ii) Add GST @18% on Rs. 86,80,739.00 = Rs. 15,62,533.00 (C)

Total liability upto 30.11.2023 including GST = (A+B+C) = Rs. 1,02,43,272.00

It is requested to kindly provide the funds to the tune of Rs. 1,02,43,272.00 at the earliest to avoid further financial burden of post-award interest to the exchequer. The interest has been calculated upto tentative date of 15.11.2023. Interest liability is increasing @ Rs. 2014.09 per day.

Encl.: Above referenced letters

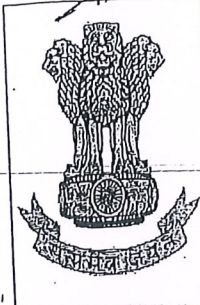
2
21/11/23
(Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Copy to:-

1. The SDG(Kolkata), 5th Floor, 1st MSO Building, Nizam Palace, 234/4 AJC Bose Road, Kolkata, West Bengal. Pin-700020 for information please.
2. The Superintending Engineer, CPWD, Durgapur for information please.
3. The Executive Engineer (E), Durgapur Electrical Division, CPWD, Durgapur for information please.

Executive Engineer

K
4102
18/10/23



Government of India
Central Public Works Department
O/o the Executive Engineer
NIT Durgapur Division
Qtr. No. B11 A/B, NIT Campus, Durgapur-713209
Ph: 0343-2542361
e-mail: eenitdpd-cpwd@gov.in



No. 55(ARB)/500 seated Girls Hostel/Subir/EE/NITDD/CPWD/2023-24/ 733 Dated : 17/10/2023

INT: ... Estate Section
CONTENTS VERIFIED / NOT VERIFIED

To,
The Registrar
National Institute of Technology
M.G. Avenue
Durgapur-713209

Received By: A. L.
Date: 13/10/23, 19/10/23
Marked To: ...

Sub: -

In the matter of Court Case in the Court of the Judge, Commercial Court at
Asansol.
Union of India - Petitioner
V/S

Subir Engineering Works Pvt. Ltd. - Respondent

Name of work:

Court Case in connection with "Construction of 500 seated Girls' Hostel for NIT Durgapur including water supply, sanitary installations, internal road, drainage, sewage, internal electrical installations, lifts, internal fire fighting system, external services & substations."

Agreement No.

05/PM/EE/NITDPD/CPWD/2014-15

Court Case No.

Misc. Arbitration Case No. 08/2022 (CNR No. WBBD17-000024-2022)

Sir,

In reference of above, it is intimated that the agency of the above work had gone to the arbitral tribunal for the adjudication of disputes arisen in the work. The said award was challenged in Commercial Court at Asansol. Now the Ld. Court of the Judge, Commercial Court at Asansol has decided the disputes on dated 19.08.2023. Copy of the Judgment of Ld. Court is being submitted for record & release of fund please. The payment amounting to Rs. 90.00 lakhs (Approx) has to be made to the agency as decided by the Commercial Court at Asansol at the earliest.

It is requested to kindly release the necessary fund at the earliest so that the further burden of interest is reduced.

Encl.:

1. Copy of the Arbitration Award
2. Copy of Commercial Court Judgment dated 19.08.2023
3. Opinion of the Govt. Counsel

Prof. Soumya Bhattacharya

18.10.23

2
19/10/23
(Er. Israr Ahmad)
Executive Engineer
NIT Durgapur Division
CPWD, Durgapur

Encl.
Planned
meeting of urgent
acc meeting
18-10-2023
Prof. Soumya Bhattacharya
NIT Durgapur
CPWD

Copy to: -

1. The Superintending Engineer, CPWD, Durgapur for information please.

Executive Engineer

SUNIL KUMAR GARG
Former DG, CPWD,

Address: 602, Tower H2,
Golf City, Plot no.11,
Sector 75, Noida-201304
E-mail: skgarg02@gmail.com
Mb no: 9868877300, 8800290839

BEFORE THE ARBITRAL TRIBUNAL OF SUNIL KUMAR GARG, SOLE ARBITRATOR

Case no: ARB/SKG/02 dated 24.01.2022

IN THE MATTER OF ARBITRATION BETWEEN

M/s Subir Engineering Works (P) Ltd.

: Claimant.

AND

UNION OF INDIA

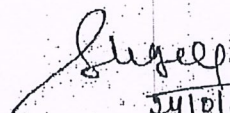
: Respondent

Name of work: C/o. 500 Seated Girls' Hostel for NIT Durgapur /c Internal Water Supply, Sanitary Installations, Internal Road, Drainage, Sewage, Internal Electrical Installations, Lifts, Internal Fire Fighting System, External Services & Sub-Stations

Agreement No: 05/PWEE/NITPD/2014-15

- 1.0 I was appointed as sole arbitrator by the Additional Director General(RK), CPWD, Kolkata vide his letter no. 55(1)/SE(TLQA)/SEWL/ADG(RK)/1062 dated 15.09.2020. I entered into the reference through my letter Case no. ARB/SKG/02 dated 24.09.2020.
- 2.0 Parties may kindly take notice that I have made and signed the award today, the 24th January 2022, on non-judicial stamp paper of Rs. 500/- as submitted by the Claimant contractor.
- 3.0 The original award along with all the documents & pleadings shall be retained by me and shall be produced before the court of competent jurisdiction as and when ordered by the court.
- 4.0 Copy of award is sent herewith to both the parties for suitable action.

Encls: Copy of the award (27 pages)

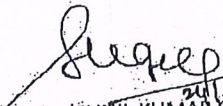

24/01/2022
(SUNIL KUMAR GARG)
Sole Arbitrator

Copy through E-mail as well as by speed post to:

- 1) M/s Subir Engineering Works (P) Ltd, 2/9, Suniti Chatterjee Path, City Centre, Durgapur - 713216. (E-mail: sewplbankuraproject@gmail.com).

- 2) The Executive Engineer, NIT Durgapur Division. CPWD, Qtr. to. A/5, NIT Campus,
Durgapur- 713209. (E-mail: eenltdpd-cpwd@gov.in)

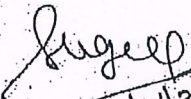
Encls: Copy of the award (27 pages)

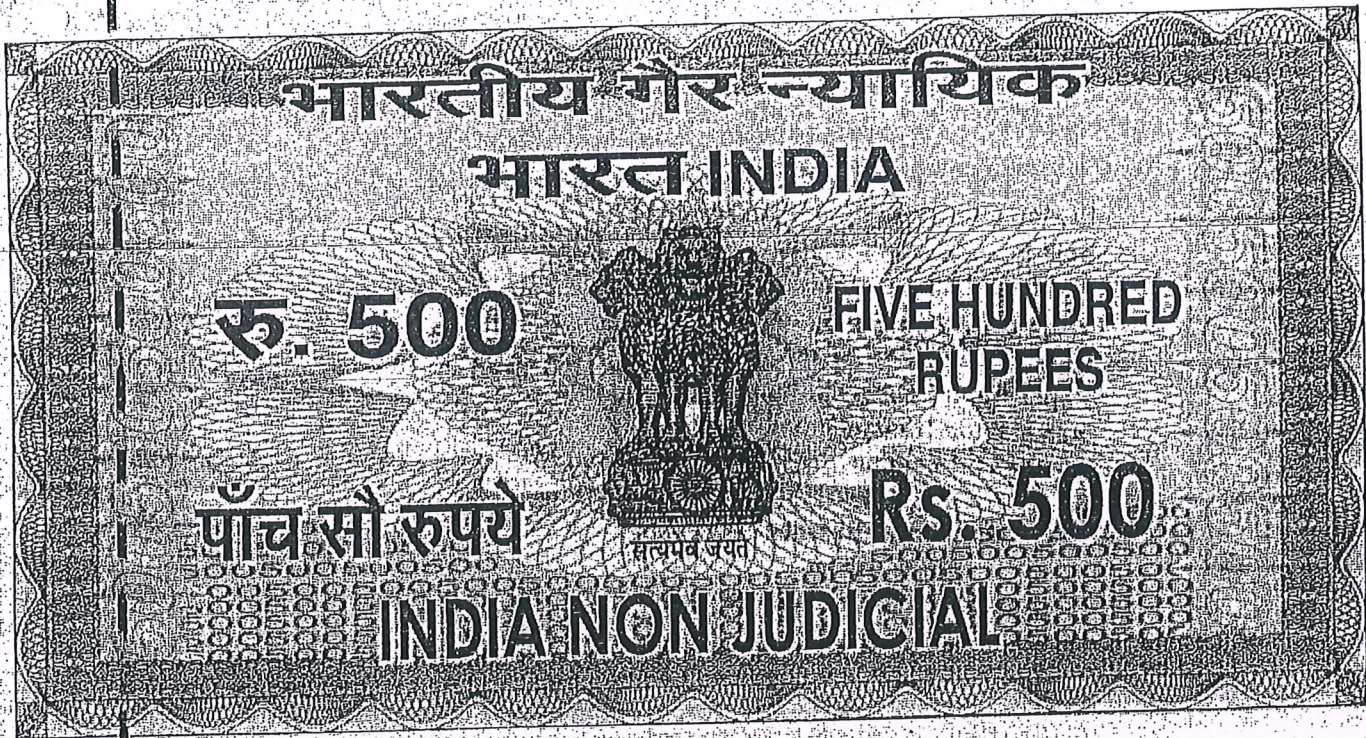

(SUNIL KUMAR GARG)
Sole Arbitrator

Copy through E-mail to:

The Addl. Director General (RK), CPWD, 6th Floor, First MSO Building, Nizam Palace,
234/4, AJC Bose Road, Kolkata-700020 (E-mail: kolddoadger1.cpwd@nic.in,
adgerkol@gmail.com)

Encls: Copy of the award (27 pages)


(SUNIL KUMAR GARG)
Sole Arbitrator



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 631452

BEFORE THE ARBITRAL TRIBUNAL OF SUNIL KUMAR GARG, SOLE ARBITRATOR

Case no: ARB/SKG/02 dated 24.01.2022

IN THE MATTER OF ARBITRATION BETWEEN

M/s Subir Engineering Works (P) Ltd.

Claimant

AND

UNION OF INDIA:

Respondent

Name of work: C/o 500 Seated Girls' Hostel for NIT Durgapur i/c Internal Water Supply, Sanitary Installations, Internal Road, Drainage, Sewage, Internal Electrical Installations, Lifts, Internal Fire Fighting System, External Services & Sub-Stations

Agreement No: 05/PWEE/NITPD/2014-15

Subir

①

AWARD

Made on: 24.01.2022

ARBITRATION CASE NO: ARB/SKG/02

IN THE MATTER OF:

Arbitration in connection with "Construction of 500 Seated Girls' Hostel for NIT Durgapur I/c Internal Water Supply, Sanitary Installations, Internal Road, Drainage, Sewage, Internal Electrical Installations, Lifts, Internal Fire Fighting System, External Services & Sub-Stations"

Agreement no: 05/PM/EE/NITDPD/2014-15

-BETWEEN-

SUBIR ENGINEERING WORKS (P) LTD
Office: 2/9, Suniti Chatterjee Path, City Centre, Durgapur - 713216 WB

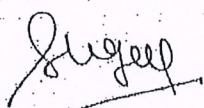
Claimant

-AND-

UNION OF INDIA (CPWD),
Through EE, NITDPD, CPWD NIT Campus Durgapur-713209

Respondents

1. The present tribunal formed on the basis of the appointment issued vide letter no. 55(1)/SE(TLQA)/SEWL/ADG(RK)/1062 dated 15.09.2020 issued by the Additional Director General(RK), CPWD, Kolkata. The undersigned vide letter dated 24.09.2020 communicated to the Parties under Section 12 (1) of the A&C Act, 1996 that there were no circumstances as per my knowledge to give rise to any justifiable doubts as to my independence or impartiality. A declaration under the Sixth Schedule of the Arbitration and Conciliation Act 1996 [as amended in 2015] is also submitted along with the letter dated 24.09.2020.
2. Both parties had accepted the very appointment of the tribunal and had not raised any issue of jurisdiction of the Arbitrator. I entered into the reference through my letter Case no. ARB/SKG/02 dated 24.09.2020. Accordingly, parties were called to 1st preliminary hearing at 15.00 Hrs on 28.09.2020 to decide the procedures to be followed under section 19 of the Arbitration and Conciliation Act 1996.



(2)

3. Parties were requested to submit the Statement of Claims, Statement of Defence etc. Accordingly, the parties submitted the documents as below; -

Documents Submitted by Claimant	Documents Submitted by Respondent
1. Statement of Claims dated 29.10.2020 Vol-I as CD-1 Page no. (1 to 21) along with Supporting documents Vol-I (Exhibit C-01 to C-22) as CD-2 Page no. (22 to 130)	1. Copy of agreement 2. Statement of Defence and Counter Claim dated 14.01.2021 as RD-1 (Page no. 1 to 22 + Forwarding Letter dated + Index) along with Exhibits R-2 to R-15 of Statement of Defence and Counter Claim as RD-2 (Page no. 23 to 44)
2. Rejoinder dated 04.02.2021 Vol-II as CD-3 (Page 131 to 143)	3. Letter dated 17.02.2021 (Page no. 45) as Reply to Rejoinder submitted by Claimants 4. Letter dated 13.03.2021 5. EOT Case (R-16) 6. Letter dated 24.07.2021
3. Compilation of Case Law cited: i) CJ-1: UOI vs Chenab Const. ii) CJ-2: FCI vs Assam State Co-op. iii) CJ-3: Associates Builder vs DDA iv) CJ-4: Hind Constr. Contractors vs State of Maharashtra v) CJ-5: IRCON vs Hindustan Const. Co. vi) CJ-6: McDermott International Inc. Vs. Burn Standard Co. Ltd vii) CJ-7: Pandit Const. Co. vs DDA viii) CJ-8: R.L. Kalathia vs. State of Gujarat ix) CJ-9: State of Gujarat vs. Ghanshyam R Patel x) CJ-10: Tehri Hydro Dev vs Jai Prakash Associate Ltd. xi) CJ-11: NHAI vs JIM-GAYATRI xii) CJ-12: Italian Thal Development Public Co vs MCM Services Ltd. xiii) West Bengal Housing Board vs Civcon Construction Pvt. Ltd	7. Compilation of Case Law cited: i) RJ-1: Colles Cranes India Ltd. vs Speedeo Spares Corporation ii) RJ-2: GM Northern Railway vs Sarvesh Chopra iii) RJ-3: PWD vs Navayuga Engg. co iv) RJ-4: UOI vs Om Construction co v) RJ-5: Shri Chittaranjan Maity vs UOI vi) RJ-6: Indian Hume Pipe co Ltd vs State of Rajasthan vii) RJ-7: Mitra Guha Builders vs ONGC viii) RJ-8: Hind Constr. Contractors vs State of Maharashtra ix) RJ-9: Ssangyong Engg and Const. co. vs NHAI x) RJ-10: Jayesh H Pandya vs Subhtex India Ltd. xi) RJ-11: Ramnath International vs UOI xii) RJ-12: Sopan Sukhdeo Sable vs Assistant Charity Commissioner xiii) Pandit Construction Company Vs. Delhi Development Authority
4. Written synopsis vide letter dated 12.08.2021- 19 pages	8. Written synopsis vide letter dated 13.08.2021- pages 12 With forwarding letter
5. Letter dated 15.09.2021 regarding modified claims	9. Letter dated 14.09.2021 regarding modified claims

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4. Salient Details of Contract:

- | | | |
|---------|--|---|
| 4.1.1. | Estimated Cost of Work: | Rs. 28,45,02,380.00 |
| 4.1.2. | Tendered amount: | Rs. 28,17,85,372.00 i.e. 0.95% below |
| 4.1.3. | Stipulated Time of completion: | 16 months |
| 4.1.4. | Stipulated date of commencement: | 25.11.2014 |
| 4.1.5. | Scheduled date of completion: | 24.03.2016 |
| 4.1.6. | Date of actual completion: | 24.02.2017 |
| 4.1.7. | Total executed work: | Rs.41,08,03,414.00 (excluding escalation) |
| 4.1.8. | Total period of execution: | 27 months |
| 4.1.9. | Delay in execution: | 11 months |
| 4.1.10. | Date of sanction of Extension of time: | 07.04.2017 |
| 4.1.11. | Date of payment of final bill: | 20.12.2017 |
| 4.1.12. | Date of Invocation of arbitration by Contractor: | 12.08.2020 |
| 4.1.13. | Date of appointment of Arbitrator: | 15.09.2020 |

5. Shri Ratan Paul, Project Coordinator & Shri Subir Kumar Dey, Project Coordinator of M/s Subir Engineering Works, along with Shri Anirban Ray, Advocate participated on behalf of the Claimant.

6. Shri Manish Kanodia, EE, NIT Durgapur Division, CPWD and Shri Sunil Kumar Singhania, Advocate participated on behalf of the respondent during hearings.

7. Total 9 hearings including preliminary hearing were held. All hearings except first were held online through video conferencing due to Covid protocol. First hearing was held in Nizam Palace, Kolkata on 27.02.2021. Thereafter the hearings were held on 13.03.2021, 08.05.2021, 12.06.2021, 26.06.2021, 03.07.2021, 09.07.2021 and 24.07.2021. After the completion of the hearings both parties agreed that full opportunities were provided for contesting the case and besides that tribunal provided opportunities for submission of written argument after the completion of the oral hearing.

8. NOW, THEREFORE, after perusal of the documents filed, having heard both the parties at length in all the hearings, pleadings made, case laws submitted and also

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considering their respective written synopsis, I make the Award on each claim hereinafter.

THE AWARD

- 8.1. On Invitation to tender by the Respondent for execution and completion of the work of "Construction of 500 Seated Girls' Hostel for NIT Durgapur i/c Internal Water Supply, Sanitary Installations, Internal Road, Drainage, Sewage, Internal Electrical Installations, Lifts, Internal Fire Fighting System, External Services & Sub-Stations" (Agreement no 05/PM/EE/NITDPP/2014-15) the Claimant submitted its tender and later on Letter of acceptance dated 10.11.2014 was issued by the Respondent.
- 8.2. The work could not be started on stipulated date of start i.e. 25.11.2014 as the site was handed over to the claimant only on 24.12.2014. Thereafter also various hindrances occurred during the currency of work as mentioned by the claimant in his letters attached by him as C-2 to C-8 along with his Statement of Claims. The Respondent have not denied the hindrances pointed out by the claimant. However, only few of them entered in Hindrance register.
- 8.3. Due to various hindrances in work, the completion date was extended under clause 5 from time to time by the Respondent till the actual completion of the work.
- 8.4. On completion of work the Claimant in Part -I of EOT application demanded the extension for 415 days; out of which 252 days on account of extra work done and 163 days on account of various hindrances.
- 8.5. The respondent in their letter dated 07.04.2017 granted the final extension of time of the completion of the above work up to 24.02.2017 without levy of compensation considering 252 days justified on account of Extra work and 86 days for various hindrances.

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8.6. After going through the documents & details submitted by Claimant and Respondent four issues are cropped up and to be answered before deciding the claims:

- i) Are the claims barred under the law of limitation?
- ii) Whether time was of essence of the contract throughout its execution period?
- iii) Whether claimant contractor is entitled to claim damages?
- iv) Whether the delay in completion of the work is attributable to the claimant contractor or the respondent?

8.7. Issue no. 1:

The respondent pleads that once the claims have not been made in final bill the claims are time barred. Respondent submitted in statement of defence that

Clause 2A of contract states "The amount of bonus, if payable, shall be paid along with final bill after completion of work." (R-2)

Clause 9 of contract states "No further claim shall be made by contractor after submission of the final bill and these shall be deemed to have been waived and extinguished." (R-3).

Since the claimant did not claim the bonus & damages with final bill, his claims stands waived and extinguished.

In this connection claimant submitted in his brief note of argument that the argument of the respondent is not correct as it is settled principles as set out by apex court in the case of R.L. Kalathia and Co. vs. State of Gujarat AIR2011SC754, "*Even after execution of full and final discharge voucher/receipt by one of the parties, if the said party able to establish that he is entitled to further amount for which he is having adequate materials, is not barred from claiming such amount merely because of acceptance of the final bill by mentioning "without prejudice" or by issuing "No Due Certificate"*

With regards to limitation the claimant further submitted during hearing that by the incorporation of section (b) in section 28 of Indian Contract Act (amendment w.e.f. 08/01/1997), the limitation period provided in the contract is no effect. The claimant places judgment of Pandit Construction Company V/S Delhi Development Authority where the decision on limitation was taken considering the view taken by

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the Hon'ble court "From the case law referred to above the legal position that emerges is that an agreement which in effect seeks to curtail the period of limitation and prescribes a shorter period than that prescribed by law would be void as offending Section 28 of the Contract Act."

All the claims are within limitation period of 3 years as per Article 18 & Article-55 of the Limitation Act. The claims are therefore not barred under the law of limitation.

8.8. Issue no. 2 & 3:

The claimant contractor pleads that time was not the essence of the contract but the respondent pleads otherwise. Whether the time is an essence of the contract or not, it could be gathered from the circumstances like nature of work to be carried out, conduct of parties, surrounding circumstances at or before the contract and also the written provisions in contract. Even originally there could be a stipulation that time should be of the essence of the contract, it may subsequently be waived off and that waiver is very much ascertained from the facts in any particular case. In this case, at the time of entering into the contract, the intension of both the parties was that time should be the essence of contract. But it did not remain so in view of delays/hold-ups caused by respondent. All these resulted in extending the time of execution on various occasions. The site of work was handed over to Claimant contractor only after 30 days from stipulated date of start. As pointed out by the claimant contractor in exhibits C-2 dated 26.08.2015, C-3 dated 06.11.2015, C-4 dated 12.12.2015, C-5 dated 20.01.2016, C-6 dated 07.04.2016, C-7 dated 15.06.2016 & C-8 dated 17.08.2016. Certain late actions/decisions by respondent (like Payment of bill; Approval of external services & development plan including roads; Drawing of RCC OHT; Kitchen and store details; Drawing of lift machine room; Fire fighting work's drawing; Combined drawing of electrical services, solar street light, HVAC, Rising mains; Transformer, DG Set etc.; Mumty roof detail; Staircase details; Aluminum doors & windows). Finally, the work was delayed due to late decision regarding vertical extension of two floors above G+4 as per contract. This late decision delayed most of work such as all works to be executed at roof i.e. Mumty, waterproofing, tanks; Design and execution of all services i.e. water supply, sanitary; all electrical services including lift, vertical riser, transformer, DG set; External finishing, Structural glazing etc. Provisional extension of time was granted by the respondent time to time. Such provisional extensions of time were being

granted by the respondent without proper application of mind and without assessing correctly the quantum of work left over at the stage of granting such extensions. There is no provision in the contract for grant of such provisional extensions of time.

The claimant also submitted that the present agreement has many time extension clauses like clause 2, clause 5 etc. In such agreement, time cannot be the essence of the agreement as per ratio decided by three Judge Bench of apex court in **Hind Construction Vs. State of Maharashtra [1979] 2 SCC 70 / [1979] 0 AIR(SC) 720** held: "... if the contract were to include clauses providing for extension of time in certain contingencies or for payment of fine or penalty for every day or week the work undertaken remains unfinished on the expiry of the time provided in the contract such clauses would be construed as rendering ineffective the express provision relating to the time being of the essence of contract." This ratio of apex court judgment was relied upon nearly in all subsequent cases. One most recent is **State of Gujarat V/S Ghanshyam R Patel 2021 LawSuit(Guj) 595 (Decided on 25 February, 2021)** where Hon'ble court relied on this ratio.

Therefore, time being not an essence of the contract; this case is covered by the second part of Section 55 of the Indian Contract Act, providing that where the parties did not intend time to be of the essence of the contract, the contract was not voidable, but the promisee was entitled to compensation for loss occasioned. For claiming compensation for loss, no notice was required to be served [**McDermott International Inc. Vs. Burn Standard Co. Ltd; (2006) 11 SCC 181**].

8.9. Issue no. 4: Whether the delay in completion of the work is attributable to the claimant contractor or the respondent?

Completion of the work was delayed from the original stipulated period of 16 months to nearly 27 months. Scrutiny of delays indicated in the tabular sheets at R-16 (EOT case along with note sheets), on which the extension of time case was decided by the respondent and as narrated in details in issue no. 1, reveals that the work was delayed since beginning on account of hindrances not attributable to claimant. The site was handed over to claimant after 30 days of stipulated start of work; thereafter certain decisions/ actions as detailed in issue no. 1 above were delayed by respondent. Further while deciding the EOT case not a single delay has been pointed out which is attributable to claimant.

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Hence, the total delay excluding the time taken by claimant in executing the extra work is attributable to respondent.

9. Claim no 1& 2:

The claimant in their Statement of claim raised the Claim no 1 for payment of bonus under 2A of GCC for Rs. 1,18,34,986/- and Claim no. 2 for payment on account of loss of overheads during the extended period of contract for Rs.50,53,761/- (Totaling Rs.1,68,88,747/-)

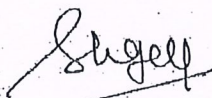
10. The claimant submission:

10.1. The claimant claims that in spite of several hindrances, he completed his scope of work by the start of November 2015 (C-8), finishing works were held up due to several decision and confirmation of additional two floor works which was beyond the tender scope and amount. As such if additional work had not been awarded and timely decision had been given, work would have been completed well within 15th December, 2015 in all respect, whereas stipulated date of completion was 23.03.2016 resulting early completion by more than 99 days and the claimant would get bonus as per clause 2A of the agreement.

10.2. The very letter dated 20/1/2016 (C-5A) clearly indicates that various decisions & drawings were given in Jan 2016 which were supposed to be given in Nov 2014 but was provided in the lag end of the stipulated date of completion in March 2016.

10.3. The respondent admitted that decision for vertical extension was pending up to 17.03.16 (R-6 of SOD). The letter annexed as C-6 dated 07.04.2016 was written by the respondent where in the respondent asked the claimant to proceed for execution of another two floors clearly indicates the work of additional floor and other related finishing/ services works were hindered up to 07.04.16.

10.4. At least 150 days were lost due to late decision of vertical extension. Further, at the very beginning one-month delay was there due to non-handing over the site. There were other hindrances also but there was a clear delay of 6 months on the part of the respondent. Due to extra work total extra time requirement was 6.85 months (206 days) $(16 \times (40,12,05,207 - 28,17,85,372) / 28,17,85,372)$ more. As total delay in completion was 11 months and considering extra time for extra work net delay was only 132 days (823 days for total period of execution minus 485 days stipulated period of execution minus 206 days for extra time for extra works). Since,



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actual default of the respondent was more than 6 months (180 days), the claimant is entitled for 48 days (180 days minus 132 days) as bonus for early completion even on specific default of the respondent. Bonus is nothing but incentive to early completion and to motivate the contractors by the Government authority. Besides that, the claimant is entitled for compensation of 132 days net delay owing to default of the respondent as per settled principles of law,

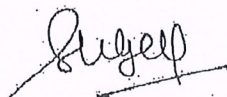
10.5. He has further submitted that, due to prolongation of execution of the work Claimant was compelled to retain in the extended periods all the plant and machinery deployed, manpower, office establishment and all other resources of net delay of 131 days (out of total delay of 338 days) which otherwise were intended only for the originally envisaged period of completion of the Contract, of 16 months.

10.6. Besides, the Claimant had to retain the level of onsite management, supervision and off-site management intended for original Contract period, in the extended period also. It may please be noted and appreciated by the Learned Arbitral Tribunal that the contract price does not cater for the unforeseen cost of such long prolonged retention of the resources/plant and machinery, overheads and labor during the extended periods of Contract. Thus, the prolongation of execution of the work to the extended period had far reaching consequences and had resulted in huge additional cost and losses to be incurred by the Claimant. Needless to state, the Claimant is entitled to be compensated for all such additional costs and compensation for losses which he had incurred / sustained in the extended period both in terms of Contract and applicable law.

10.7. Finally, the claimant submitted that he is entitled for bonus of early completion for 48 days besides that there was overall delay for 132 days due to delayed decisions and other hindrances made by the respondent. Hence, the claimant is also entitled for overhead compensation for total 180 days (48 days for bonus for early completion & 132 days for overall delay). But due to good long term relationship the claimant restricted the claims for only 131 days (in place of 180 days).

10.8. The claimant referred the following judgments in support of the claim:

- 10.8.1. Union of India v/s Chenab Construction joint venture
- 10.8.2. IRCON International Limited v/s Hindustan Construction Co Ltd.
- 10.8.3. Associate Builders -v- Delhi Development Authority
- 10.8.4. State of Gujarat & 1 other(s) v/s Ghanshyam Patel



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- 10.8.5. Hind Construction Contractors Vs. State of Maharashtra
10.8.6. McDermott International Inc. Vs. Burn Standard
10.8.7. NHAf vs. M/S IIM-Gayatri Joint-Venture
10.8.8. Italian Thai Development Public Company Ltd Vs. MCM Services Ltd 2020
10.8.9. R.L. Kalathia and Co. Vs. State of Gujarat
10.8.10. West Bengal Housing Board V/S Civcon Construction Pvt Ltd
10.8.11. Tehri Hydro Dev vs Jai Prakash Associate Ltd,
10.8.12. FCI vs Assam State Co-op
10.8.13. Pandit Const. Co. vs DDA

11. The Respondent submission:

- 11.1. The submission of the claimant that the work in the scope was completed by November 2015 is false and baseless. Many of the work which was in the scope of agreement for which all the decision was already given was still pending at that point of time. Works like Wood Work, PVC Works, Aluminium works, Grill works, Putty work, Internal painting works, Flooring works, Sanitary installations, Fire Door Works, Handrail works etc. were pending in all floors.
- 11.2. Also the road work was remaining at that point of time. Many of these works were in progress till November 2016 i.e. much beyond the stipulated date of completion i.e. 24.03.2016.
- 11.3. The decision of execution of additional two floors was provided in April, 2016 and claimant demanded six months to complete the work but the work was completed in February, 2017 and took 10 months. The respondent could impose the clause 2 for such delay but not imposed as the respondent was continuously considerate upon the claimant and approved the final time extension without any liquidated damages. The very demand of the claim is wrongful in this respect.
- 11.4. Id. Tribunal must appreciate the fact that only those decisions/ pending work are considered as hindrance which falls on critical path, as every activity is not the critical activity.
- 11.5. The letter C-9 annexed by claimant is related to the calculation of bonus in accordance to the clause 2A of the agreement. Clause 12.1 is applicable in calculation of extra days while granting E.O.T, and the same was considered while granting the E.O.T. Claimant has claimed 163 days as hindrance and 252 days for

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extra work done in submission of his E.O.T part-1 on 20.03.2017 (R-5). Against his submission justified hindrance of 86 days and for extra work 252 days was considered while granting E.O.T. Hence the submission of claimant is to mislead the tribunal for his wrongful gain.

11.6. The calculation done by the claimant for bonus is completely denied, as the same is not as per clause 2A of the agreement. Necessary clarification has already been given to the claimant annexed as C-9 In S.O.C by claimant. Excerpt from Clause 2A is as under

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

11.7. The calculation of bonus as per clause 2A of agreement is as under: -

Calculation of Updated Stipulated Date of completion: -

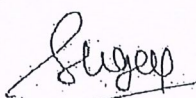
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|--|---|
| 1) Tender Cost: | Rs. 28,17,85,372/- |
| 2) Value of Gross Work Done as per Final Bill: | Rs. 41,08,03,414/- |
| 3) Date of start: | 25.11.2014 |
| 4) Stipulated Period: | 24.03.2016 (486 days) |
| 5) Cost of Extra Work: | $41,08,03,414 - 28,17,85,372 = 12,90,18,042/-$ |
| 6) Effect of Extra Work: | $12,90,18,042 / 28,17,85,372 \times 486 = 222 \text{ days}$ |
| 7) Updated Stipulated Date of Completion: | 02.11.2016 |
| 8) Actual date of completion: | 24.02.2017 |

Since Actual date of completion (24.02.2017) is not ahead of Updated Stipulated Date of Completion (02.11.2016) claim for Bonus is not admissible.

11.8. The respondent denied the claim on the basis of limitation as per clause 9 of the agreement as the claims were raised more than 90 days from the completion of the work.

11.9. No notice was served by the claimant for such claim at the time of breach.

11.10. All of the above, there was no clause in the agreement for awarding compensation for delay or any breach of the respondent.



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11.11. The respondent argued that that the very quantification of the claim is mechanical without any basis and devoid of any merit. No proof of damages for demanding compensation was produced by the claimant.

11.12. The respondent argued that the claimant had submitted the signature on the final bills resulting no claim to them.

11.13. The respondent submitted following judgments in support of the refusal of the claim:

- 11.13.1. Jayesh H Pandya & Anr Vs. Subhtex India Ltd.
- 11.13.2. Ssangyong Engineering & Construction Co. Ltd. Vs. National Highways Authority of India (NHAI)
- 11.13.3. Sopan Sukhdeo Sable Vs. Assistant Charity Commissioner
- 11.13.4. M/S Mitra Guha Builders (India) Company Vs. Oil and Natural Gas Corporation Limited
- 11.13.5. General Manager Northern Railways and Another Vs. Sarvesh Chopra
- 11.13.6. Ramnath International Construction Pvt. Ltd. Vs. Union of India
- 11.13.7. Collis Cranes of India Limited Vs. Speedeo Spares Corporation
- 11.13.8. Union of India Vs. Om Construction Co.
- 11.13.9. Pandit Construction Company Vs. Delhi Development Authority
- 11.13.10. Shri Chittaranjan Maiti vs UOI
- 11.13.11. Indian Hume Pipe co Ltd Vs State of Rajasthan
- 11.13.12. PWD vs Navayuga Engg. Co
- 11.13.13. Hind Constr. Contractors vs State of Maharashtra

12. With regards to limitation the issue has already been discussed & decided in para 8.7. The Tribunal decides that the claims are not time barred and are within the limitation period.

13. With regards to issue as raised by the respondent that no notice of claim was raised, the claimant submitted the following:

- 13.1. As per section 55 of Contract Act (part B) "Effect of such failure when time is not essential. --If it was not the intention of the parties that time should be of the essence of the contract, the contract does not become voidable by the failure

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to do such thing at or before the specified time; but the promisee is entitled to compensation from the promisor for any loss occasioned to him by such failure.

13.2. As per section 55 of Contract Act (part C) *"Effect of acceptance of performance at time other than that agreed upon.—If, in case of a contract voidable on account of the promisor's failure to perform his promise at the time agreed, the promisee accepts performance of such promise at any time other than that agreed, the promisee cannot claim compensation for any loss occasioned by the non-performance of the promise at the time agreed, unless, at the time of such acceptance, he gives notice to the promisor of his intention to do so."*

13.3. Hence from the conjugal reading of the section it is clear that in case of contract where time is not essential then contract is not voidable by the option of one party and from the third part notice is not mandatory for such agreement where time is not essential. Notice is mandatory only when time is essential (and when contract is voidable).

14. Since, delays are attributable to the respondent and the claimant has suffered damages on account of those delays the same is required to be compensated by the respondent as per the principle of law of damages that a party in breach must compensate the other party in order to place him at the same position it would have been had the breach was not committed. As per Section 54 of the Indian Contract Act, 1872, "When a contract consists of reciprocal promises, such that one of them cannot be performed, or that its performance cannot be claimed till the other has been performed, and the promisor of the promise last mentioned fails to perform it, such promisor cannot claim the performance of the reciprocal promise, and must make compensation to the other party to the contract for any loss which such other party may sustain by the non-performance of the contract." Hence, in the event of failure of the party to discharge its reciprocal promises such as defaulting party not only loses its right to claim performance from the other party to the contract but must make compensation to the other party for any loss which such other party may sustain by the non-performance of the contract.

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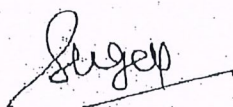
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15. As already discussed in para 8.8, the Tribunal decides that the time is not the essence for this agreement as part-II of section 55 of Indian Contract Act will be applicable and notice is not mandatory besides the party is entitled for compensation in case of breach of other party.

16. With regards to barring clause in the agreement claimant submitted that the barring clauses for compensation is clearly void as per section 23 of Indian Contract Act as it violates the very principles of Contract Act, the substantive law of India as due to non-performance of one party other party cannot be punished. The Ld. Tribunal is obliged to follow in accordance with the substantive law under section 28(1)(a) of Arbitration & Conciliation Act 1996, especially after 2015 amendment where section 28(3) is amended as "...in accordance with terms of the contract...." is replaced to "...taking into account the terms of the contract...." after the amendment. Moreover, there are several Apex Court pronouncement in earlier additions prior 2015 amendment also where the Apex Court considered section 28(1)(a) "...in accordance with substantive law" against "...in accordance with terms of the contract" in section 28(3) of the Act on the basis of section 23 of Indian Contract Act.

16.1. Section 23 of Indian Contract Act "*What considerations and objects are lawful, and what not. —The consideration or object of an agreement is lawful, unless— it is forbidden by law; or is of such a nature that, if permitted, it would defeat the provisions of any law; ...*"

16.2. The claimant refers Union of India V/S Chenab Construction Joint Venture 2010 Lawsuit (Del) 2452 Hon'ble Court held "Surely and lastly, I must state that the contractual clauses which hold that petitioner, even if found guilty of breach of contract in causing delays, yet it should not pay actual damages under either Section 55 or Section 73 of the Contract Act, 1872 are clearly illegal and void. In a recent judgment in CS (OS) No. 614-A/2002 titled as Simplex Concrete Piles (India) Ltd. Vs. Union of India dated 23.02.2010, "I have held that Clauses in a contract which disentitle an aggrieved party from claiming actual damages suffered by it, either under Section 55 or Section 73, such contractual clauses are void by virtue of Section 23 of the Contract Act."



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- 16.3. Hence the claimant submits that the claimant is entitled for compensation for the delay of the respondent as there is no specific barring clause in this agreement for damages.
17. I agree to the submissions made by claimant that after 2015 amendment where section 28(3) is amended as "*....in accordance with terms of the contract....*" is replaced to "*.... taking into account the terms of the contract....*". After this amendment in Act Tribunal now has to follow "*.... taking into account the terms of the contract*" instead of "*....in accordance with terms of the contract....*" and follow in accordance with the substantive law under section 28(1)(a) of Arbitration & Conciliation Act 1996.
18. I also agree to the argument of the claimant on the basis of section 28(1)(a) of Arbitration Act (especially after the amendment of 2015) along with ratios placed by the claimant from several recent High Court judgments as well as Apex Court judgments that the barring clause will not prevent the claimant from getting the compensation on account of loss suffered by him due to breach on the part of respondent.
19. The issue for signing the final bill by the claimant which automatically entails the admission for getting all the dues from the respondent has already been discussed and decided in para 8.7 above. The Tribunal decide that just by signing the final bill the claimant cannot be deprived of his rightful claims.
20. With regards to quantification of damages the claimant submits the following arguments:
- 20.1: The claimant computed the compensation on the basis of both Hudson as well as EMDEN formula. As per EMDEN Formula Contract head office and profit percentage Contract head office and profit percentage is arrived at by dividing the total overhead cost and profit of the contractor's organization as a whole by the total turnover. The claimant had analyzed audit reports and computed average percentage of overhead as 13.91% (overhead comprising office standing

expenses and machineries along with depreciation) and profit percentage as 5.72% Hence total overhead profit percentage derived as 19.63%. As per Hudson formula contract overhead profit percentage was fixed in schedule F of the agreement was 15%. As overhead and profit percentage as per EMDEN formula is higher than the Hudson formula the claimant had adopted the lower values under HUDSON formula The claimant is restricting their claim for overhead and profit component percentage as 15 % only.

20.2. Computation of compensation claimed as Rs.1,14,40,252=00 (15% x (Rs.28,17,85,372=00/484 days) x 131 days' delay). Computation of overhead and profit percentage along with audit reports is enclosed in SOC (C- 21).

20.3. The claimant referred apex court decision in Associate Builders ...Appellant Versus Delhi Development Authority CIVIL APPEAL NO. 10531 OF 2014 AIR 2015 SC 620 where rejecting the order of Division bench (where Division bench rejected the damage claim on the ground of proof of evidence) and accepted the tribunal decision of adopting the HUDSON formula on the basis of settled principles as set out in McDermott International Inc. Vs. Burn Standard Co.LTD by the apex court. [2006] 11 SCC 181 "We do not intend to delve deep into the matter as it is an accepted position that different formulae can be applied in different circumstances and the question as to whether damages should be computed by taking recourse to one or the other formula, having regard to the facts and circumstances of a particular case, would eminently fall within the domain of the arbitrator."

20.4. The claimant referred ratio of the judgment Union of India V/S Chenab Construction Joint Venture where the Hon'ble Court held "Another finding of fact is that the extension which has been granted to the respondent for completion of the contract was an extension without levy of liquidated damages. Once there is no levy of liquidated damages, it is quite clear that the extension is not on account of any fault of the contractor. I, therefore, do not find any fault whatsoever with the aforesaid awarding of the claim to the respondent by the Arbitration Tribunal." The ratio was made in subsequent judgment in IRCON International Limited V/S Hindustan Construction Co. Ltd.

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20.5. With regards to argument of the respondent that the claimant is not entitled for compensation as the claimant failed to prove the damages and no evidence was produced the claimant submits that in McDermott International Inc. Vs. Burn Standard Co. Ltd. case apex court clearly held in para 98 "*An invoice is drawn only in respect of a claim made in terms of the contract. For raising a claim based on breach of contract, no invoice is required to be drawn.*" Here the claim is based on internationally recognized as well as Apex court mandated formula based on audited balance sheets, an open source documents. Hence such quantification is correct as per settled principles.

20.6. The claimant submits that at time of submission of SOC, the Claimant had clubbed the two referred claims both one types of damages. Hence, the claimant refers State of Goa Vs. Praveen Enterprises AIR 2011 SC 3814 apex court held "*Though the arbitration clause requires the party invoking the arbitration to specify the dispute/s to be referred to arbitration, it does not require the appointing authority to specify the disputes or refer any specific disputes to arbitration nor requires the Arbitrator to decide only the referred disputes.*" The claimant argued that the amount of any referred claim does not bar the total amount of clubbed claim.

21. Tribunal observed that the work was delayed since beginning due to various hindrances. First of all, the site was handed over to claimant after 30 days of stipulated date of start. Many actions/decisions have been delayed by respondent. (like Payment of bill; Approval of external services & development plan including roads; Drawing of RCC OHT; Kitchen and store details; Drawing of lift machine room; Firefighting work's drawing; Combined drawing of electrical services, solar street light, HVAC, Rising mains; Transformer, DG Set etc.; Mumty roof detail; Staircase details; Aluminum doors & windows). Most of these decisions were conveyed to claimant just before the stipulated date of completion. As submitted by respondent, though few of these delayed actions/ decisions may not fall on the critical path but such delayed actions/ decisions always create a situation of uncertainty which definitively slow the progress of the project. The intimation of two additional floor was conveyed in December, 2015 and final go ahead order for execution of two

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additional floor was made in April, 2016, hence, clearly at least for 5 months there was uncertainty due to delay in decision. This decision of vertical extension was taken after 16 months from the date of start. As per EOT Performa (submitted by respondent) on which EOT has been granted extra work done shown is Rs. 11,69,92,423/-. Thus extra time requirement was 202 days and after allowing 25% over & above the extra time requirement as per clause 12 of agreement, it is 252 days as considered in extension of time granted by respondent. The claimant claimed hindrances of 163 days beyond time required for extra work. Now, the respondents submitted in their SoD at page 14 that the cost of additional work done as per final bill is calculated as Rs. 12,90,18,042/- and extra time requirement for this additional work will be 222 days and after allowing 25% over this as per clause 12, total time available to claimant for executing the additional work was 278 days. The respondent has accepted the delay in handing over of site, payment of 6th running bill, non-availability of working drawings, details of transformer & other electrical items, decision of vertical extension, drawings & details of internal & external layout of sanitary/ plumbing work and other development works. Actually, the respondent reduced the same just to match with the actual delay. As actual delay was 337 days and considering additional time for extra work as mentioned in EOT Performa i.e. 252 days (202 days plus 50 days (25% extra)), only 86 were required to grant EOT without levy of compensation. Accordingly, the respondent reduced the weightage to match with it. I have gone through the hindrances and decide that the weightage of hindrance no. 2 & 5 as claimed by the claimant in EOT Performa i.e. 40% appears to be reasonable. Considering weightage claimed by claimant for hindrances no. 2 & 5 net delay due to hindrances on the part of respondent apart from delay due to extra work is worked out 139 days against 86 delays as considered by respondent.

22. The delay on account of respondent, which prevented the contractor from executing the works, would clearly have to be excluded from computing the time available to a contractor to complete the works. Respondent by creating hindrances and delaying the execution of the works cannot deprive the contractor of the incentive for completing the works within the time provided to it. The delay on account of hindrances would also have to be included while computing the stipulated period of time. Honorable Delhi High

Court in the case of Govt. of NCT of Delhi Public Works Department Vs M/s N N Buildcon Pvt. Ltd. in O.M.P (COMM) 14/2017 in similar context held as under: -

"22. In the given facts, the arbitrator held that the delay on account of hindrances would also have to be included while computing the stipulated period of time. This is clearly in conformity with the rationale of awarding bonus as an incentive to a contractor to complete the works ahead of the schedule. The delay on account of GNCTD, which prevented the contractor from executing the works, would clearly have to be excluded from computing the time available to a contractor to complete the works. Looked upon from another angle, an employer cannot be heard to state that it is absolved from its liability to pay bonus - which is a part of consideration of the contract - because of its own failure to perform its obligations. GNCTD by its actions cannot frustrate the incentive granted to the contractor. Plainly, an employer by creating hindrances and delaying the execution of the works cannot deprive the contractor of the incentive for completing the works within the time provided to it. This would clearly be unreasonable and render Clause 2A unworkable."

23. A Division Bench of this Court in Union of India v. M/s N.N. Buildcon Pvt Ltd. (supra), (FAO(OS) 438/2015 & CM No.14256/2015) had considered a similar controversy in the context of Clause 2A of GCC and held as under: -

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

8. In the present case, the period of completion available to the contractor was 14 months. Because of additional work awarded to the contractor, the contractor would be entitled to additional time of four months, i.e. the total time available to the contractor to complete the originally stipulated work and the additional work was 18 months. In addition, the contractor would be entitled to the benefit of the time during which delay occurred on account hindrances caused by the employer. In the present case, the delay in completion of the work as held by the Arbitrator is 5.3 months only. While computing the period taken by the Arbitrator to complete the work,

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the period of hindrances and delay have to be excluded from the time taken by the contractor. The Arbitrator has accordingly worked out the period of delay comprising of hindrances as 9.7 months from which 5.3 months have been excluded and the balance left was 4.4 months. This period of 4.4 months will enure to the credit of the contractor and clearly, the contractor has completed the work in a period less than the period available to the contractor. The originally stipulated period available to the contractor was 14 months and the period of hindrances (including time for extra work) as worked out was 9.7 months. There by totaling to 23.7 months. The work has been completed with a delay of 5.3 months. This added to the stipulated period of 14 months would make it 19.3 months. If this is excluded from the total period as available to the contractor (i.e. 23.7 month), the balance left is 4.4 months.

9. As per Clause 2A, the contractor would be entitled to bonus if the work is completed ahead of the stipulated date. Clearly, the Arbitral Tribunal has correctly computed the period and has rightly held that the claimant was entitled to bonus."

24. In present work on similar analogy total time available to the contractor to complete the originally stipulated work (i.e. 486 days) and the additional work as per the gross amount of work done (excluding escalations) in final bill (i.e. 278 days) was 764 days. In addition, the contractor would be entitled to the benefit of the time during which delay occurred on account hindrances caused by the employer. In present case, it is 139 days as decided above. Thus, total time available to the contractor to complete the work was 903 days whereas the claimant completed the work on 24.02.2017 i.e. in 823 days. It means the claimant completed the work 80 days ahead of schedule date of completion. Thus the claimant is entitled for bonus for 80 days. However, even if 56 days allowed extra over pro-rata period for additional work is deducted, the claimant is entitled for the bonus of 24 days. The amount of bonus worked out as Rs.22,54,283/-.

1. Tendered cost of work/contact:	Rs.28,17,85,372/-
2. Stipulated period of Time	16 Months (486 days)
3. Gross amount of Final bill excluding escalations	Rs. 41,08,03,414/-
4. Cost of Additional work Rs. 41,08,03,414-28,17,85,372=	Rs. 12,90,18,042/-
5. Additional time required for additional work on pro-rata basis $12,90,18,042/28,17,85,372 \times 486 =$	222 days
6. Extra time @ .25% allowed over this additional time as per clause 12 of agreement	56 days
7. Hindrances on the part of respondent as worked out above	139 days

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8. Total time available to complete the work	903 days
486+222+56+139 days	
9. Time taken by claimant in actual completion	823 days
10. Period for entitlement of bonus 903-823=	80 days
11. Period for which bonus is awarded = 80 days-56 days	24 days i.e. 0.80 month
allowed over pro-rata time for additional work	
12. Amount of bonus = 28,17,85,372*1%*0.80	Rs. 22,54,283/-

Keeping in view the amended section 28(3) after 2015 amendment in Arbitration & Conciliation Act 1996, I award a sum of Rs.22,54,283/- in favour of the claimant contractor under claim no. 1.

25. The issue regarding compensation for loss of idle / underutilization of overhead and machineries during the extended period is already discussed and decided in para 8.8 above. In the present case the claimant is entitled for compensation for damages suffered by him for a period of 86 days of delay due to various hindrances as considered by respondent while granting the EOT without levy of compensation. Net hindrances on the part of respondent have been worked out as 139 days in the above paras. If hindrances had not been there, the claimant would not have required the extra period of 25% over & above the pro-rata time required for executing the additional work. In this case, the respondent allowed a period of 56 days on this account. During this period of 56 days also, the claimant had to maintain all necessary staff at site and headquarter. Further, he had to maintain machineries etc. He incurred all overheads during this period also. Thus total period for compensation is worked out as 86+56= 142 days. However, the claimant claimed only for 131 days. I decide that the claimant is entitled for compensation for loss of idle / underutilization of overhead and machineries during the extended period of 131 days.

26. The claimant computed the compensation on the basis of both Hudson as well as EMDEN formula. As per EMDEN Formula Contract head office and profit percentage Contract head office and profit percentage is arrived at by dividing the total overhead cost and profit of the contractor's organization as a whole by the total turnover. The claimant had analyzed audit reports and computed average percentage of overhead as 13.91% (overhead comprising office standing expenses and machineries along with

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depreciation) and profit percentage as 5.72%. Hence, total overhead profit percentage derived as 19.63%. As per Hudson formula contract overhead profit percentage was fixed in schedule F of the agreement was 15%. As overhead and profit percentage as per EMDEN formula is higher than the Hudson formula the claimant had adopted the lower values under HUDSON formula. The claimant is restricting their claim for overhead and profit component percentage as 15% only. Computation of compensation claimed as Rs.1,14,40,252/- (15% x (Rs.28,17,85,372/-/484 days) x 131 days' delay).

27. The claim referred for arbitration do not include claim for profit component. The claim is raised for seeking damages under section 73 of Indian Contract Act 1872 for loss of overheads due to forced overstay at site for 131 days. The claim includes expenditure incurred during this extended period in paying salary/ for welfare measures/ hire charges for accommodation to technical & other skilled/ unskilled staff, setting of camp office with necessary furniture/ computers, day to day running expenditure at site, paying electricity/ water bills, cost of running generators, maintenance of inspection vehicles, bank charges paid for extension of BG/ PG/ SD and other miscellaneous expenditure. The amount claimed is the loss suffered by the claimant contractor as he incurred more overhead expenditure to execute contract value during 131 days of forced overstay. That as per the CPWD norms the total provision for CP and OH is 15% and has been mentioned in para 2(x) at page 21 of the agreement and this contains 7.5% CP and 7.5% of the overheads of the contractor. So, the overhead expenditure has been considered @ 7.5% out of total OH & CP of 15% in the contract. Damages are claimed after deducting time taken in executing additional works (not included in the scope).

28. The claim is refuted by the respondent by reiterating that the claimant contractor went on accepting all the provisional extensions of time granted. Further, the claimant contractor also failed to corroborate the loss so incurred and has now raised a whimsical claim which is false, baseless and not tenable.

29. Like escalation, this is also a natural consequence of delay in construction projects. However, it is well known that in building construction work, the contractor has to deploy certain minimum number of supervisory staff & machinery which cannot be

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intermittently withdrawn and re-deployed again & again and this puts additional burden on the contractor which he could not have accounted for while quoting his rate at the time of bidding.

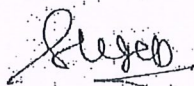
It is also considered that expenditure on construction of labour huts & toilets, construction of site office, go-down, water tanks & making arrangement of water for construction & drinking, setting of field laboratory etc. is one-time affair and expenditure incurred on these activities remains same irrespective of period of completion of work. Actual expenditure on each such activity cannot be precisely quantified in financial terms and such expenditure also depends upon time of completion, type of work and volume of work. In present case, I consider it reasonable to presume that such fixed expenditure costs around 20% of total overhead expenditure. Remaining 80% of prime cost of work is towards recurring expenditure every month in the form of other activities like paying salary to technical staff such as Engineers/ supervisors/ watchmen/ storekeeper/ chowkidars/ labours, payment towards welfare measures of staff members/ labours, hire charges for accommodation to technical staff & supervisors, day to day running expenditure at site in paying electricity/ water bills, cost of running generators, running & maintenance of inspection vehicles, bank charges paid for extension of BG/ PG/ SD and other miscellaneous expenditure.

The monthly overhead expenditure during the extended period is accordingly assessed as under:-

1.	Tendered cost of work/contact;	Rs.28,17,85,372/-
2.	CP & OH:	15%
3.	Prime cost towards work excluding 15% CP & OH	Rs.24,50,30,758/-
	Rs. 28,17,85,372.00 divided by 1.15 =	
4.	Stipulated period of Time	16 Months
5.	Overhead Expenditure per month @ 7.5% on 80% of Prime cost (0.075*0.80*Rs.24,50,30,758/- divided by 16 months)	Rs.9,18,865/-
6.	Overhead Expenditure during extended period of 131 days i.e. 4.367 months	Rs. 40,12,685/-

Accordingly, I award a sum of Rs.40,12,685/- in favour of the claimant contractor under the claim no.2.

Hence, I award Rs. 62,66,968/- for the claim no 1 & 2.



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30. Claim no. 3: Interest on Claim no. 1 @15% w.e.f. 18.08.2019 till realization

The bonus was supposed to be paid along with final bill. However, the Claimant invoked the arbitration on this issue on 12.08.2020. I award simple Interest @10% per annum on amount of Rs. 22,54,283/- only which stand awarded against claim no. 1, during the pre-award period; i.e. from the date of invocation of arbitration (12.08.2020) to the date of award (24.01.2022).

31. Claim no. 4: Interest on Claim for "amount under 10CA" & "amount under 10CC" @ 15% w.e.f. 03.10.2019 till realization

31.1. The claimant submitted that escalation bill of Rs. 24,13,899/- (Rs. 23,55,120/- under clause 10CC and Rs. 58,779/- under 10 CA) was paid in February, 2020 with a delay of 30 months resulting interest on Rs. 24,13,899/- for 24 months.

31.2. The respondent submitted that new bills for 10 CA & 10 CC was submitted by claimant on 19.02.2020 and payment was released on 21.02.2020. There is no question to pay interest on the amount of 10CA & 10CC released on 21.02.2020.

31.3. Final bill was paid on 20.12.2017. There is no provision in the agreement to submit separate bill for 10CA & 10CC. The amount under 10CA and 10CC was supposed to pay along with final bill. As per section 31(7)(a) of the A&C Act 1996, "unless otherwise agreed by the parties, where and insofar as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made interest, at such a rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made." The claimant is entitled for interest from the date of payment of final bill till the actual payment. Accordingly, I award simple interest @7.5% per annum on amount of Rs. 24,13,899/- only during the pre-award period; i.e. from the date of payment of final bill (20.12.2017) to the date of actual payment (21.02.2020). The claim of interest on delayed payment of bill is not referred by the competent authority to Tribunal.

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32. **Claim no. 5:** Interest on Claim for "amount under loss of overhead" @ 15% w.e.f 03.10.2019 till realization

I award simple interest @10% per annum on amount of Rs. 40,12,685/- only which stand awarded against claim no. 2, during the pre-award period; i.e. from the date of Invocation of arbitration (12.08.2020) to the date of award (24.01.2022).

33. **Cost of arbitration:**

Though Claim/Counter claim for Cost of arbitration have not been referred but both the parties claimed the arbitration cost. As per section 31A (4) of the A&C Act 1996 "the court or arbitral tribunal may make any order under this section including the order that a party shall pay (a) a proportion of another party's costs; ...". The claimant in written synopsis restricted his claim to the fee paid to arbitrator and the Claimant paid an arbitration fee of Rs.1,70,000/- to the Arbitrator.

Decision: I award Rs.1,70,000/- to Claimant as cost of arbitration.

34. **Schedule of award:**

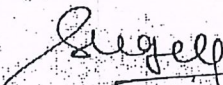
Claims	Name	Claim amount	Award amount
Claim 1	Payment of bonus under 2A of GCC	Rs. 1,18,34,986/-	Rs. 22,54,283/-
Claim 2	Claim for payment on account of loss of overheads during the extended period of contract	Rs. 50,53,761/-	Rs. 40,15,440/-
Claim 3	Interest on Claim no. 1	@15% w.e.f 18.08.2019 till realization	Rs. 3,27,952/- @ 10% per annum on Rs. 22,54,283/- for the period from 12.08.2020 to 24.01.2022.
Claim 4	Interest on Claim for "amount under 10CA" & "amount under 10CC"	@ 15% w.e.f 03.10.2019 till realization	Rs. 3,93,333/- @ 7.5% per annum on Rs. 24,13,899/- for the period from 20.12.2017 to 21.02.2020.
Claim 5	Interest on Claim for "amount under loss of overhead"	@ 15% w.e.f 03.10.2019 till realization.	Rs. 5,83,763/- @ 10% per annum on Rs. 40,12,685/- for the period from 12.08.2020 to 24.01.2022.
	Cost of Arbitration		Rs. 1,70,000/-
		Total	Rs. 77,44,771/-

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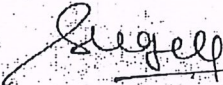
35. There shall be no post award interest if the awarded sum is paid to the claimant within three months of date of award; else the awarded sum including the pre-award interest shall bear post award simple interest @10% per annum from the date next of award till the date of payment.

36. Declaratory award that: GST on award amount (after adjusting the component of VAT applicable earlier) will be reimbursed by the respondents after satisfying themselves about the said payment made to the GST authorities.


(SUNIL KUMAR GARG) 24/01/2022
SOLE ARBITRATOR

35. There shall be no post award interest if the awarded sum is paid to the claimant within three months of date of award; else the awarded sum including the pre-award interest shall bear post award simple interest @10% per annum from the date next of award till the date of payment.

36. Declaratory award that: GST on award amount (after adjusting the component of VAT applicable earlier) will be reimbursed by the respondents after satisfying themselves about the said payment made to the GST authorities.


(SUNIL KUMAR GARG) 24/01/2022
SOLE ARBITRATOR

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West Bengal Form No. 3701

**IN THE COURT OF THE JUDGE, COMMERCIAL COURT,
AT ASANSOL.**

PRESENT : SHAIKH KAMAL UDDIN.
JUDGE, COMMERCIAL COURT,
AT ASANSOL.

JO Code : WB01311.

JURISDICTION FOR THE DISTRICTS : MURSHIDABAD, BIRBHUM,
PURBA BARDHAMAN,
PASCHIM BARDHAMAN,
PURULIA AND BANKURA.

Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

Union of India (CPWD),
Represented by the Executive Engineer,
NIT, Durgapur Division,
Central Public Works Department,
Durgapur, West Bengal – 713209.

Respondent
Petitioner

- V E R S U S -

M/s. Subir Engineering Works Pvt. Ltd.,
2/9, Suniti Chatterjee Path,
City Centre – 713216.

Claimant
Respondent

In the presence of

Smt. Mousumi Roy Ganguli
Smt. Pinky Prasad

Advocate(s)
Pleader(s)

for

Respondent
Petitioner

Sri Tapan Kumar Chatterjee
Sri Sabya Sachi Laik

Advocate(s)
Pleader(s)

for

Claimant
Respondent

Date of delivery of Judgment :- **The 19th day of August, 2023.**

Give date :- This Petition coming on for final hearing on 03/02/2023, 01/03/2023,
02/03/2023, 29/03/2023, 30/05/2023, 10/07/2023 & 20/07/2023.

And having stood for consideration to this day, the Court
delivered the following :-

J U D G M E N T

- (1) This petition under Section 34 of the Arbitration and Conciliation Act, 1996 (hereafter referred to as A & C Act, 1996) filed by the petitioner, Union of India (CPWD), through Executive Engineer, NIT, Durgapur Division, Central Public Works Department, Durgapur is directed against the award dated 24/01/2022 passed by the Sole Arbitrator Sunil Kumar Garg.
- (2) Before advertng to the grounds of challenge pleaded and urged by the petitioner to sustain the challenge to the impugned award, it would be necessary to allude to the back ground facts leading up to the filing of the instant petition under Section 34 of the A & C Act, 1996.
- (3) Pursuant to an NIT issued by the respondent / petitioner for allotment of work of '500 seated girls hostel for NIT Durgapur including internal water supply, sanitary installation, internal road, drainage, sewage, internal electrical installations, lifts, internal fire fighting system, external services & substations (Agreement No.5 / PWEE / NIT PD / 2014-15), the claimant / respondent was found to be the successful bidder. Letter of Acceptance (LOA) was issued on 10/11/2014. The stipulated date of commencement of work was 25/11/2014. The site was handed over to the respondent for the commencement of work on 24/12/2014. The tendered amount was Rs.28,17,85,372/- with the completion period of 16 months. The construction was to be completed by 23/03/2016. However, due to various hindrances in work the completion date was extended in terms of *Clause 5 of the General Conditions of Contract (GCC)*. Furthermore, the respondent was directed to execute additional floor

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

above G+ floor in additional to the original tender work and in respect of the extra work extension of time (EOT) was also granted. The work was finally completed on 24/02/2017. After completion of the work the respondent submitted its claim to the Executive Engineer on 18/11/2019. As the demand was not met the respondent approached the Superintendent Engineer for deciding on the claims of the respondent. On 03/10/2019 the respondent thereafter approached the Additional Director General (ER-1) (CPWD) Nizam Palace for resolving the dispute arising out of agreement and on the direction of the Additional Director General, the respondent submitted clarifications to the Executive Engineer on 18/11/2019. Thereafter the respondent approached the Chief Engineer for appointment of an arbitrator and the Arbitral Tribunal was formed on the basis of the letter dated 15/09/2020 issued by the Additional Director General / RK (CPWD) Kolkata. The Sole Arbitrator entered reference and issued notice to the parties to put forth claims and counterclaims. Both the parties filed their statement of claims and also filed statement of defence. The matter was heard by the learned Arbitrator and the award was passed on 24/01/2022. The learned Arbitrator awarded the following claims in favour of the respondent:-

Claims	Name	Claim Amount	Award Amount
Claim 1	Payment of bonus under 2A of GCC.	Rs.1,18,34,986/-	Rs.22,54,283/-
Claim 2	Claim for payment on account of loss of overheads during the extended period of contract.	Rs.50,53,761/-	Rs.40,15,440/-

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

Claims	Name	Claim Amount	Award Amount
Claim 3	Interest on Claim No.1	@15% w.e.f. 18/08/2019 till realization.	Rs.3,27,952/- @10% per annum on Rs.22,54,283/- for the period from 12/08/2020 to 24/01/2022.
Claim 4	Interest on Claim for "amount under 10CA" & "amount under 10CC".	@15% w.e.f 03/10/2019 till realization.	Rs.3,93,333/- @7.5% per annum on Rs.24,13,899/- for the period from 20/12/2017 to 21/02/2020.
Claim 5	Interest on Claim for "amount under loss of overhead".	@15% w.e.f 03/10/2019 till realization.	Rs.5,83,763/- @10% per annum on Rs.40,12,685/- for the period from 12/08/2020 to 24/01/2022.
	Cost of Arbitration.		Rs.1,70,000/-
		Total	Rs.77,44,771/-

- (4) Being aggrieved by and dissatisfied by the award passed by the sole arbitrator the respondent/petitioner has filed the present application under Section 34 of the A & C Act, 1996 for setting aside the award.

Submissions Advanced by the learned Advocates :-

- (5) It is submitted by the learned Advocate for the petitioner that the impugned award suffers from patent illegality appearing on the face of the award and is liable to be set aside under the provisions of

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

Section 34 of the A & C Act, 1996. It is also submitted that the award is in conflict with the public policy of India and is liable to be set aside under the provisions of Section 34 (2) (b) (ii) of A & C Act, 1996.

- (6) The learned Advocate for the petitioner submitted that while deciding Issue No.1 the learned Arbitrator did not consider the submissions of the respondent/petitioner and did not take into consideration its objection as mentioned in the statement of defence. She also submitted that as per *Clause 2A* and *Clause 9* of the Agreement no further claim shall be made by the contractor after submission of the final bill but the learned Arbitrator failed to take into consideration the true import of *Clause 2A* and *Clause 9* of the Agreement and passed the impugned award.
- (7) The learned Advocate also submitted that while deciding Issue No.2 and 3 the learned Arbitrator did not discuss anything about any documents and thereby failed to apply his judicial mind.
- (8) The learned Advocate also submitted that while deciding Issue No.4 the learned Arbitrator totally ignored the submissions of the respondent/petitioner and while deciding Claim No.1, the learned Arbitrator travelled beyond the conditions stipulated in the agreement. She also submitted that as per the agreement bonus is applicable when actual date of completion is ahead of the stipulated date of completion and for calculating the updated stipulated date of completion only extra work is to be considered and justified hindrances are not to be considered but in the instant case the learned Arbitrator only considered the hindrances while calculating the stipulated date of completion and erroneously came to a conclusion by increasing hindrances to 139 days from justified hindrances of

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Misc. Arbitration Case No : 08/2022
[CNR No. WBB17-000024-2022]

86 days. She also submitted that since the date of actual completion is 24/02/2017 and is not ahead of the stipulated date of completion i.e. 02/11/2016, claim for bonus is not admissible.

- (9) It is also submitted that while deciding Claim No.2 the learned Arbitrator failed to consider that time was the essence of the contract. She also submitted that the time was extended in the instant case with the consent of both the parties and when both the parties agreed to the new time line mutually decided, time still remains the essence of the contract, as per Section 55 of the Indian Contract Act. It is also submitted that the award on Claim No.2 has been passed without any basis and without any evidence of loss of overhead. The learned Advocate also submitted that the Arbitrator travelled beyond the agreement in awarding interest to the claimant as there is no provision for paying any such interest. She also submitted that the cost of Arbitration has also been awarded by the learned Arbitrator by travelling beyond the conditions of the agreement. To sum up her argument the learned Advocate for the petitioner submitted that the learned Arbitrator has travelled beyond the terms and conditions of the agreement and has passed the award in respect of the dispute not falling within the terms of the submission and also adjudicated the claims not referred to him and passed award against justice or morality as the arbitrator did not give equal treatment to the parties and arrived at a decision without any basis. In order to substantiate her submission the learned Advocate relied on the decisions of Union of India V/s. Bright Power Projects (India) Private Ltd. reported in (2015) 9 SCC 695, Ssangyong Engineering Construction Company Ltd V/s. National Highway Authorities of India, Chittaranjan Maity V/s. Union of India (Judgment rendered in Civil Appeal No. 15545 -

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Misc. Arbitration Case No : 08/2022
[CNR No. WBB17-000024-2022]

15546 of 2017), DDD V/s. R.S Sharma Company reported in (2008) 13 SCC 80, Associated Builders V/s. Delhi Development Authority.

- (10) *Per contra*, it has been submitted by the learned Advocate for the respondent that the amendment made to Section 34 of the A & C Act, 1996 have brought about substantial change to the law related to intervention of court – reiterating the principles of respective curial intervention. He also submitted that an award may be set aside only on the exhaustive grounds pertaining to procedural infirmities enumerated in Section 34(2)(a), limited substantive grounds enumerated in Section 34 (2)(b) or on the ground of patent illegalities under Section 34 (2A) and that these provisions expressly bar a review on the merits or re-appreciations of evidence. He also submitted that in the present case the learned Arbitrator has dealt with each claim separately and that the learned Arbitrator has considered all the pleadings, evidence and the terms of the contract to arrive at the conclusion with appropriate reasoning and therefore by no stretch of imagination the award can be considered as an unreasoned award as contended by the petitioner. He also submitted that as per *Clause 2A of the GCC* bonus is permissible and therefore the award on Claim No.1 / Item No.1 is within the scope of the contract. He also submitted that the issue of maintainability had been disposed of by the learned Arbitrator relying on the judgment of the Apex Court and while disposing Issue Nos. 2 and 3 the learned Arbitrator discussed all relevant judgments. He also submitted that the interest has been awarded by the learned Arbitrator as per Section 31(7) of the A & C Act, 1996 and that the interest which has been granted is the lowest rate of interest. He also submitted that the learned Arbitrator in the instant case is an experienced retired person and he considered the

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Misc. Arbitration Case No : 08/2022
[CNR No. WBB17-000024-2022]

entire facts and thereafter passed the award not as per the claim of the respondent but agreed to his own estimation based on various formulations of Civil Engineering Arena. The learned Advocate relied on all the decisions which were referred to before the learned Arbitrator.

- (11) I have heard the learned Advocates for the parties and have considered their submissions.
- (12) Before deciding the validity of the impugned award it is relevant to observe that the scope of inquiry in Section 34 of the A & C Act, 1996 proceedings is restricted to consideration whether any of the grounds mentioned in Section 34(2) of the A & C Act, 1996 exists for setting aside the award. The scope of interference by the Court under Section 34 of the A & C Act, 1996 has been time and again restricted in *catena* of judgments by the Hon'ble Supreme Court and it has been held that in proceedings under Section 34 of the A & C Act, 1996, re-appreciation of facts, evidence or interpretation of the terms of the contract is not permissible. What is permissible is, if there is patent illegality, apparent error on the face of the record, perversity in the award or misconduct of the learned Arbitrator.
- (13) Section 34(2) of the A & C Act, 1996 reads as follows :-
- '34. (2) *An arbitral award may be set aside by the Court only if—*
- (a) *the party making the application furnishes proof that -*
- (i) *a party was under some incapacity; or*
- (ii) *the arbitration agreement is not valid under the law to which the parties have subjected it, or failing any indication thereon, under the law for the time being in force; or*

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Misc. Arbitration Case No : 08/2022
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- (iii) *the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or*
- (iv) *the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration :*
PROVIDED that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside; or
- (v) *the composition of the arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Part; or*

b) *the court finds that –*

- (i) *the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force; or*
- (ii) *the arbitral award is in conflict with the public policy of India.*

[Explanation 1 : For the avoidance of any doubt, it is

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

clarified that an award is in conflict with the public policy of India, only if, -

- (i) the making of the award was induced or affected by fraud or corruption or was in violation of section 75 or section 81; or*
- (ii) it is in contravention with the fundamental policy of Indian law; or*
- (iii) it is in conflict with the most basic notions of morality or justice.*

Explanation 2 : For the avoidance of doubt, the test as to whether there is a contravention with the fundamental policy of Indian law shall not entail a review on the merits of the dispute.]

[(2A) An arbitral award arising out of arbitrations other than international commercial arbitrations, may also be set aside by the Court, if the Court finds that the award is vitiated by patent illegality appearing on the face of the award:

PROVIDED that an award shall not be set aside merely on the ground of an erroneous application of the law or by re-appreciation of evidence.].'

- (14) Normally, the general principles are that the decision of the Arbitrator unless there is an error apparent on the face of the award which makes it unsustainable, is not to be set aside even if the court as a court of law would come to a different conclusion on the same facts. The court cannot reappraise the evidence and it is not open to the court to sit in appeal over the conclusion of the arbitrator. It is not open to the court to set aside a finding of fact arrived at by the arbitrator and only

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

grounds on which the award can be cancelled are those mentioned in the Arbitration Act. Where the arbitrator assigns cogent grounds and sufficient reasons and no error of law or misconduct is cited, the award will not call for interference by the court in the exercise of the power vested in it.

- (15) In the case of *Associate Builders V/s. Delhi Development Authority* reported in (2015) 3 SCC 49, it was held that interference with an arbitral award is permissible only when the findings of the arbitrator are arbitrary, capricious or perverse or when illegality is not trivial but goes to the root of the matter. The arbitrator is ultimately a master of the quantity and quality of evidence while drawing the arbitral award. Patent illegality must go to the root of the matter and cannot be of trivial nature.
- (16) In *Ssangyong Engineering & Construction Co. Ltd. V/s. National Highways Authority of India Ltd.* reported in 2019 SCC OnLine SC 677, the Supreme Court has held that under Section 34 of the Act, a decision which is perverse while no longer being a ground for challenge under public policy of India but would certainly amount to a patent illegality appearing on the face of the award. A finding based on the documents taken behind the back of the parties by the arbitrator would also qualify as a decision based on no evidence in as much as such decision is not based on evidence led by the parties and therefore would also have to be characterized as perverse.
- (17) Thus, Section 34 of the A & C Act, 1996 does not empower the court to appreciate and re-evaluate the evidence produced before the Arbitral Tribunal and thereafter to judge if the findings of the Arbitral Tribunal are correct or not. The superior courts have repeatedly held that it is not permissible to a court to examine the correctness of the

Contd/...(P/12)

findings of fact by the Arbitral Tribunal as if it were sitting in appeal over his findings. The findings of fact by the Arbitral Tribunal, if based on evidence even where a different opinion can be held on the basis of that evidence, the findings given by the arbitrator has to be accepted and the courts cannot substitute its opinion. The power to interpret the contract also lies with the arbitrator. If the arbitrator interpreted the terms of contract in a particular way based on the material before him and the evidence adduced before him, even if another view is possible to be taken on the same materials and evidence, the court cannot interfere the said findings of the learned Arbitrator.

- (18) On thoughtful consideration of the submissions advanced by the learned Advocates for the parties and in the light of the aforementioned legal propositions this court does not find any merit in the submission of the learned Advocate for the petitioner.
- (19) The present petition does not make out any grounds for interference with the arbitral award under Section 34 of the A & C Act, 1996. This court cannot sit in appeal over the award passed by the learned Arbitrator by reassessing and re-appreciating the evidence as the same is not permissible. The view taken by the learned Arbitrator after considering the materials before him and after interpreting the provisions of the agreement is a possible view and therefore the same does not warrant any interference.
- (20) While deciding the claim, the learned Arbitrator had framed as many as four (4) issues in the following manner :-
- (i) Are the claims barred under the law of limitation ?
 - (ii) Whether time was of essence of the contract throughout its execution period ?

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

- (iii) Whether the claimant / contractor is entitled claim damages ?
- (iv) Whether the delay in completion of work is attributable to the claimant / contractor or the respondent ?

(21) The learned Arbitrator while deciding Issue No.1 had taken into consideration the judgment of *R.L. Kalathia and Company V/s. State of Gujarat* reported in **AIR 2011 SC 754** and had also taken into consideration the provisions of Section 28 of the Contract Act, 1872 and thereafter had come to the conclusion that all the claims are within the limitation period of 3 years. Similarly while deciding issue numbers 2, 3 & 4 the learned Arbitrator had taken note of the fact that the site of work was handed over to the claimant / respondent after 30 days from the date of the stipulated date of work. He had also taken into consideration that the work was also delayed due to the late decision by the petitioner herein regarding vertical extension of two floors above G+4 as per contracts. The learned Arbitrator also took into consideration the judgment of *Hind Construction V/s. State of Maharashtra* reported in **(1979) 2 SCC 70** and came to the conclusion that time was not the essence of the contract and that the case fell within the second part of Section 55 of the Indian Contract Act and thereby held that the delay in executing the extra work was attributable to the respondent / petitioner. Thus it cannot be said that decision of the learned Arbitrator is without any reason. The learned Arbitrator while deciding the issues had done the detailed analysis regarding the delay and the prolongation of the contract as well as the reason for such delay.

(22) Claim No.1 is for payment of bonus under *Clause 2A* of GCC for a sum of Rs.1,18,34,986/- and Claim No.2 is for payment on account of

Contd/...(P/14)

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

loss of overheads during the extended period of contract for a sum of Rs.50,53,761/-. Thus, the total claim under Claim Nos.1 & 2 is Rs.1,68,8747/-. The learned Arbitrator allowed both Claim Nos. 1 & 2. While allowing Claim No.1 the learned Arbitrator awarded a sum of Rs.22,54,283/- in favour of the claimant / respondent and a sum of Rs.40,12,685/- in respect of Claim No.2. While deciding Claim No.1 & 2 the learned Arbitrator considered various documents. He also considered the provisions of *Clause 2A* of GCC. The learned Arbitrator discussed the submissions of the parties at length and also took into consideration the judgment relied upon by the parties. He also took into consideration the provision of Section 55 of the Contract Act. In paragraph 21 and 22 of the award the learned Arbitrator gave detailed reason for his conclusion that the delay due to extra work was 139 days against the delay of 86 days as considered by the respondent / petitioner. It was further observed by the learned Arbitrator in para 22 of the award that the delay which prevented the claimant / respondent from executing work would have to be excluded from computing the time available to a contractor to complete the work. The learned Arbitrator further held that the respondent / petitioner by creating hindrances and delaying the execution of the work cannot deprive the contract of the incentive for completing the work within the time provided. The learned Arbitrator also considered the entire facts and thereafter awarded the amount based on various formulas of engineering arena. The learned Arbitrator also took into account various judgments while arriving at a conclusion that the claimant is entitled to bonus of 24 days. Similarly while calculating loss of overheads during the extended period of contract the learned

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Arbitrator relied on the various judgments which had taken into consideration the well accepted formula known as **EMDEN** formula and **Hudson** formula. The learned Arbitrator found that the bonus which the claimant was entitled was for a period of 24 days. As already stated he had taken into consideration the documents. This Court therefore, cannot sit in an appeal and re-appreciate the evidence. The learned Advocate for the petitioner had argued that the documents of the respondent / petitioner were not taken into consideration by the learned Arbitrator. It is not necessary for the Tribunal to refer to each and every document while drawing inference and what weight has to be attached to different piece of evidence is the act of appreciation of evidence. This Court cannot substitute its own opinion if the view taken by the arbitrator is a possible view. The finding regarding the bonus and the computation of the period of delay cannot be said to be improper or unintelligible. Perusal of the award clearly shows that the learned Arbitrator had discussed all the contentions raised by the parties and also referred to relevant clauses of the agreement. The award is not based on any conjectures or surmises but it is based on interpretation of materials placed on record as a whole. The findings on Claim Nos.1 & 2 are not contrary to the terms of the agreement. This Court finds that the award on Claim Nos.1 & 2 is well reasoned and every contention has been taken care of. No bias can therefore be attributed to the learned Arbitrator.

- (23) As regards interest in this case the learned Arbitrator awarded simple interest @10% per annum on the awarded amount against Claim No.1 and also awarded simple interest @10% per annum on the awarded amount as against Claim No.2 from the date of invocation of arbitration. The award also speaks that if the amount is not paid

Contd/...(P/16)

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

within 3 months from the date of publication of the award it will carry simple interest @10% per annum after the expiry of the said period of 3 months till date of payment. The learned Arbitrator in my view was within his right under Section 31(7) of the A & C Act, 1996 to pass such award. While deciding the cost of arbitration the learned Arbitrator has also acted within the parameters of Section 31A (4) of the A & C Act, 1996 and therefore the cost of arbitration cannot be interfered with. So far as the interest of claim on delayed payment is concerned, the learned Arbitrator while deciding the said claim under Claim No.4 has awarded simple interest @7.5% per annum. However, while deciding the said claim the learned Arbitrator has recorded that the claim of interest on delayed and payment of bill was not referred by the competent authority to the tribunal. Therefore, in my view, the learned Arbitrator travelled beyond the terms of reference while deciding Claim No.4 and accordingly the award on Claim No.4 is set aside.

(24) To sum up in the instant case most the grounds raised by the petitioner to challenge the award are factual in nature which have been already considered and adjudicated in the impugned award. It is outside the scope of Section 34 of the A & C Act, 1996 to re-appreciate the entire evidence and come to a conclusion because such an approach would defeat the purposes of arbitration proceedings. It has been consistently held by the Hon'ble Apex Court that when a court is applying the public policy test to an arbitration award, it does not act as a court of appeal and consequential errors of facts cannot be corrected.

(25) Having examined the various contentions of the petitioner on the

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Misc. Arbitration Case No : 08/2022
[CNR No. WBBD17-000024-2022]

touchstone of the parameter of interference as laid down by the Hon'ble Apex Court in several judgments referred to above I am of the view that the impugned award except the award on Claim No.4 does not suffer from any infirmity or error apparent on the face the record. The learned Arbitrator has deliberated on all issues under reference which was within his competent and has duly explained the reasons for arriving at his decision. There is nothing to indicate that the award is in conflict with the basic notions of justice and fair play and fundamental policy of Indian Law or in contravention of terms of the agreement or it lacks reasoning.

- (26) In view of the aforesaid discussion I am of the view that the impugned award except the award on Claim No.4, does not call for interference.

HENCE,

IT IS

ORDERED

That the instant Misc. Arbitration Case being Misc. Arbitration Case No. 08 of 2022 is allowed in part.

The impugned award except the award on Claim No.4 is upheld.

The award on Claim No.4 is however set aside.

The parties will bear their own cost.

Let a copy of this Judgment be issued to the respective learned Advocate on record of all the parties through electronic mail in view of Order XX (I) of C.P. Code, as amended.

D/C by me.

Judge, Commercial Court
At Asansol

(Shaikh Kamal Uddin)
Judge, Commercial Court
At Asansol

Mousumi Ganguli

B. Sc. (Hons. in Chemistry), LLB (B.U.)

ADVOCATE

Durgapur Court

City Centre, Durgapur - 16

C-11
Residence & Chamber :

MS 12/07, Bengal Ambuja, "URVASHI"

City Centre, Durgapur - 16

Dist. - Burdwan

☎ : 9434346112

☎ : 0343 2545037

Ref. No. :

Date : *29.08.2023*

To

The Executive Engineer

CPWD, NIT Durgapur

NIT Campus, Durgapur - 713209

Advocate

Re- In the matter of Union of India (CPWD) -Vs- M/s Subir Engineering Works Ltd.

Misc Arbitration Case No: 8 /2022

Disposed of on : 19.08.2023

Dear Sir,

I have gone through the entire judgement of the above mentioned case passed by Ld. Judge, Commercial Court in the aforesaid matter. Ld. Court has considered my submissions made before him during hearing of the Application under Section 34 of Arbitration and Reconciliation Act 1996 and passed a reasoned order by [@] setting aside the claim no.4 of the Award dated 24.01.2022.

In my opinion there is very little scope of success, if we challenge the Order of Ld. Commercial court before High Court.

In my view the Judgement dated 19.08.2023 passed by Ld Judge, Commercial Court at Asansol Court be accepted.

Thanking you.

Yours faithfully

Mousumi Ganguli

Mousumi Ganguli

Advocate

AAO
2
29/8/23

O/o Executive Engineer NIT Durgapur-713209
Diary No.....935
Date.....29/8/23

MOUSUMI GANGULI
ADVOCATE
DURGAPUR COURT
DURGAPUR-16

P-128



भारत सरकार / Government of India
विधि एवं न्याय मंत्रालय / Ministry of Law & Justice
विधि कार्य विभाग / Department of Legal Affairs
शाखा सचिवालय, कोलकाता / Branch Secretariat, Kolkata
11, स्ट्रैंड रोड, कोलकाता-700001 / Strand Road, Kolkata-700001



संयुक्त राष्ट्र राष्ट्र
ONE EARTH • ONE FAMILY • ONE FUTURE

यह, विभाग के पत्र सं. 23(1)/SDG(Kolkata)/ARB/SEWPL/2023/1784 दिनांक 22/09/2023 (इस शाखा सचिवालय में दिनांक 26/09/2023 को प्राप्त) के संदर्भ में है।

2. Through which the department has sought the legal opinion of this Ministry regarding feasibility of challenging the order dated 19/08/2023 passed by the Ld. Judge, Commercial Court at Asansol in Misc. Arbitration Case No. 08/2022 (CNR No. WBBD17-000024-2022) in the matter of Union of India (CPWD) vs. Subir Engineering Works (P) Ltd.

3. We have perused the papers submitted by the department. We have also gone through the referred order dated 19/08/2023 passed by the Ld. Judge, Commercial Court at Asansol in the light of the papers and documents submitted by the department before this Ministry through this present reference.

4. From the afore referred order dated 19/08/2023 in Misc. Arbitration Case No. 08/2022, Ld. Court of the Judge, Commercial Court at Asansol had been pleased to observe (at para 24) To sum up in the instant case most the grounds raised by the petitioner to challenge the award are factual in nature which have been already considered and adjudicated in the impugned award. It is outside the scope of Section 34 of the A & C Act, 1996 to re-appreciate the entire evidence and come to a conclusion because such an approach would defeat the purposes of arbitration proceedings. It has been consistently held by the Hon'ble Apex Court that when a court is applying the public policy test to an arbitration award, it does not act as a court of appeal and consequential errors of facts cannot be corrected.

(at para 25) Having examined the various contentions of the petitioner on the touchstone of the parameter of interference as laid down by the Hon'ble Apex Court in several judgments referred to above, I am of the view that the impugned award except the award on Claim No.4 does not suffer from any infirmity or error apparent on the face of the record. The learned Arbitrator has deliberated on all issues under reference which was within his competent and has duly explained the reasons for arriving at his decision. There is nothing to indicate that the award is in conflict with the basic notions of justice and fair play and fundamental policy of Indian Law or in contravention of terms of the agreement or it lacks reasoning.

(at para 26) In view of the aforesaid discussion I am of the view that the impugned award except the award on Claim No. 4, does not call for interference.

Finally, Ld. Judge, Commercial Court at Asansol had been pleased to direct That the instant Misc. Arbitration Case being Misc. Arbitration Case No. 08 of 2022 is allowed in part.

The impugned award except the award on Claim No.4 is upheld.

The award on Claim No.4 is however set aside.

5. The competent authority of the department vide this present reference had recommended for implementation of the referred order dated 19/08/2023 passed by the Ld. Judge, Commercial Court at Asansol in Misc. Arbitration Case No. 08/2022.

The department had also submitted that the Ld. CGC who had conducted the case had opined that there is a very little scope of success if the referred order had been challenged before Hon'ble High Court and Ld. CGC had submitted to accept the referred order dated 19/08/2023.

6. It is pertinent to mention here that under Sec. 34 of The Arbitration and Conciliation Act, 1996 (as amended up to date vide Amending Act of 2015, 2019), there is very limited scope to challenge the award further. The Hon'ble Apex Judiciary in plethora of cases has observed that arbitral award is not open to challenge on the ground that the Arbitral Tribunal had reached to a wrong conclusion or has failed to appreciate the facts and evidence. It is also well settled that the parties constitute the Arbitral Tribunal as the sole and final judge of the dispute arising between them as per the agreed contracts signed by them and they also bind themselves, as a rule, to accept the arbitral award as final and conclusive. The arbitral award is not liable to be set aside on the ground that either on the fact or in law it is erroneous.

7. We may refer to the following precedents, namely:-

- (i) In **K.V. Mohammed Zakir vs. Regional Sports Centre [2009(9) SCC 357]**, the Hon'ble Supreme Court held that it is equally well settled, where the arbitrator acts within jurisdiction, "the reasonableness of the reasons" given by the arbitrator is not open to scrutiny by courts. However, if

the reasons are such as persons of ordinary prudence can never approve them or the reasons are so "outrageous in their defiance of logic" that they shock the conscience of the court, then, it is a different situation. In this different situation, the court may interfere with the impugned arbitral award. However, the degree of such unreasonableness must be greater than the standard in a certiorari proceeding.

- (ii) In **P.R. Saha Shares and Stock Brokers (P) Ltd. vs. B.H.H. Securities (P) Ltd.** [2012(1) SCC 594], the Hon'ble Supreme Court held that a court does not sit in appeal over the award of an Arbitral Tribunal by reassessing or re-appreciating evidence and an award can be challenged only under the grounds mentioned in Section 34(2) of The Arbitration and Conciliation Act, 1996 and in the absence of any such ground it is not possible to re-examine the facts to find out whether a different decision can be arrived at.
- (iii) In **Kwality MFG. Corporation vs Central Warehousing Corporation** [2009(5) SCC 142], the Hon'ble Supreme Court observed that the Court while considering challenge to arbitral award does not sit in appeal over the findings and decision of the arbitrator.
- iv) In **M/S Dyna Technologies Pvt. Ltd. Vs. M/S Crompton Greaves Ltd.** [2019 SCC Online SC 1656], the three Judges Bench of Hon'ble Supreme Court observed that We need to be cognizant of the fact that arbitral awards should not be interfered with in a casual and cavalier manner, unless the court comes to a conclusion that the perversity of the award goes to the root of the matter without there being a possibility of alternative interpretation which may sustain the arbitral award. Section 34 of The Arbitration and Conciliation Act, 1996 is different in its approach and cannot be equated with a normal appellate jurisdiction. The mandate under Sec. 34 is to respect the finality of the arbitral award and the party autonomy to get their dispute adjudicated by an alternative forum as provided under the law. If the courts were to interfere with the arbitral award in the usual course on factual aspects, then the commercial wisdom behind opting for alternate dispute resolution would stand frustrated.
- V) Hon'ble Division Bench, High Court at Calcutta through the Judgment/order dtd. 13/12/2019 in connection with FMA 1093 of 2013 in the matter of **M/S BIP Trade vs. UOI** had been pleased to observe that However, the other grounds urged pertain directly to the merits and not of authority of the arbitrator to adjudicate on the disputes. It is well known that all errors of an arbitral tribunal need not or cannot be corrected in proceedings under Section 34 of the Act of 1996. Indeed, the procedure envisaged and the supervisory jurisdiction conferred on a court is to ensure more that errors of jurisdiction committed by an arbitral tribunal are arrested and errors within jurisdiction need not be looked into. In any event, the other grievances that Union raises pertain directly to the merits of the matter which cannot be addressed in any proceeding for challenging an arbitral award.

8. We have examined the reference at its entirety/totality. Prima facie it appears that the referred order dated 19/08/2023 is reasoned and reasonable one. Also it appears that the referred order had been passed by Ld. Judge, Commercial Court at Asansol following the settled principle of law on the referred subject by Hon'ble Supreme Court and also considering the enacted principle of statute on the subject.

9. On the basis of the aforesaid discussion and in view of the binding precedents laid down by the authoritative pronouncement of the Hon'ble Apex Court and Hon'ble High Court, there is no sufficient ground shown/observed to challenge order dated 19/08/2023 passed by the Ld. Judge, Commercial Court at Asansol in Misc. Arbitration Case No. 08/2022 (CNR No. WBBD17-000024-2022) in the matter of Union of India (CPWD) vs. Subir Engineering Works (P) Ltd. and hence, prima facie there appears no scope for further litigation before higher court of law.

तदनुसार सलाह दी गई / Advised accordingly.

एतद्वारा सभी कागजात वापस भेजे जा रहे हैं।

25/10/23
(डॉ. एस. जे. मुखर्जी, भा.वि.से./
(Dr. S.J. Mukherjee, I.L.S.)

सहायक विधिक सलाहकार/प्रभारी
Assistant Legal Adviser/Incharge
Tele. No. 033-2262-5550

The Executive Engineer (W) (Civil), O/o the Special Director General, Kolkata, CPWD, 5th Floor, 1st MSO Building, Nizam Palace, 234/4, A.J.C. Bose Road, Kolkata – 700 020.

एम.ओ.एल. यू.ओ. सं. 733/2023-सलाह(कोल)

दिनांक : 19/10/2023.



ANNEXURE-43/17

राष्ट्रीय प्रौद्योगिकी संस्थान दुर्गापुर
(शिक्षा मंत्रालय, भारत सरकार के अधीन राष्ट्रीय महत्व का संस्थान)
महात्मा गांधी एभेन्यू, दुर्गापुर - 713209, (पश्चिम बंगाल), भारत
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
(An Autonomous Institution of the Govt. of India under Ministry of Education
(Shiksha Mantralaya))
MAHATMA GANDHI AVENUE, DURGAPUR-713209, (WEST BENGAL), INDIA

Ref: NITD/EST/Construction/11/23

Date: 21.09.2023

To
The Executive Engineer,
CPWD, NIT Durgapur Division,
NIT Durgapur, Durgapur-09.

Sub: Refund of unspent amount in respect of all completed projects at NIT Durgapur

Sir,

Kindly refer to the decision taken in the meeting held on 17.08.2023 and 19.09.2023 in the Director's chamber regarding the above mentioned subject. As per the CPWD Form 65 for the month of August 2023, the unspent amount for all the completed projects comes to the tune of Rs. 8.47 crores.

Hence, you are requested to take necessary action to refund the unspent amount of Rs. 8.47 crores within 07 days on receipt of this letter to the Institute Account as mentioned below:

Name: N.I.T. (Durgapur) Society,
Account No: 11520034072,
IFSC: SBIN0002108,
MICR: 713002204

A line of confirmation on the above may please be sent for the above. An early action in this regard is highly solicited.

Thanks & Regards.

6.10.23
Registrar (I/c)
NIT Durgapur

- Copy to:
1. Director
 2. Chairman Construction
 3. Chairman PMQCC
 4. Joint Reg. (F&A)
 5. Dy. Reg. (IA)
 6. Asst. Reg. (E&S)
 7. File copy.

Received by *Desired* *13/09/23*
O/o The Executive Engineer (Elec.)
Durgapur Electrical Division
CPWD, Durgapur

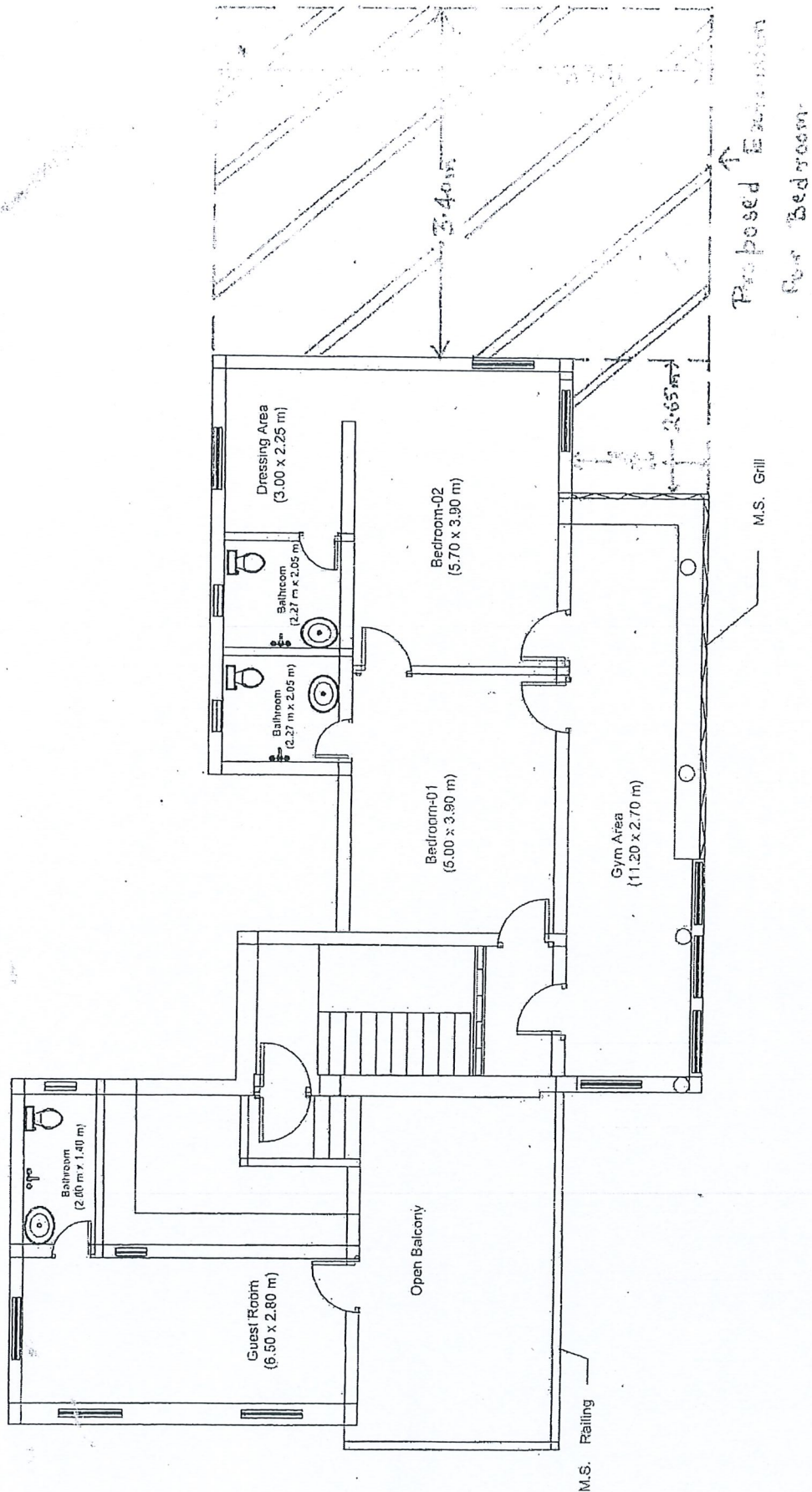
21/09/23
ARCE-15
c: estate docs my documents construction.docx

Area Details (in sqm)

ELIGIBILITY as/Grade Pay/Fixed Pay Rs. 75000 (Fixed) is Type-VII

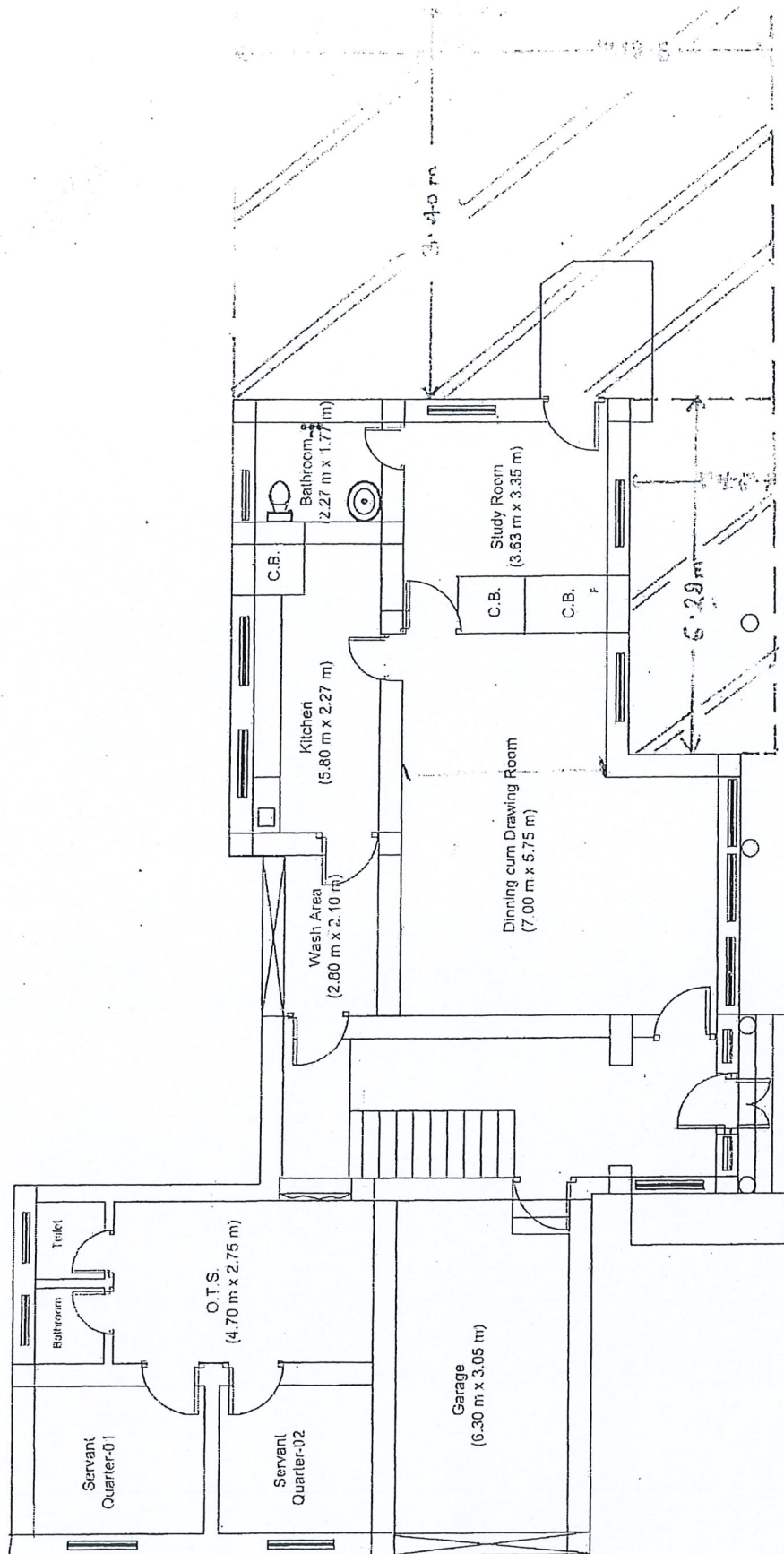
Status	TYPE	Area	Unit Area (main)	Stairs/circulation	Balcony	Utility area /Balcony	Cycle/s cooter shed/	Total	Remarks
As per norms	TYPE-VII Main Unit Servant Quarter-2	New	287.00 21.50x2	7.00 7.00	35.00 4.00x2	9.00		396.00	Independent Servant Quarter having Room, Kitchen, Toilet and separate staircase being shared by two servant qtrs. * Nos. of Quarters - 2 Nos. for Type VII
Existing	TYPE-VII		181.866 28.069	41.94	0.00	31.09	23.20	306.17	
New proposal		G.F= 49.77 F.F.=39.97	89.74	0.00	0.00	0.00		89.74	G.F = 6.28*2.7=16.96 9.65*3.40=32.81 (49.77 Sqm) F.F = 2.65*2.7=7.16 9.65*3.40=32.81 (39.97Sqm)
After proposed modification	TYPE-VII		271.61 28.069	41.94	0.00	(31.09+23.20) = 54.29		395.91	Existing Garraige (23.20sqm) is converted to Office/meeting room as directed.





-FIRST FLOOR-
DIRECTORS BUNGLOW NIT DURGA PUR

13/11/2014



Proposed Extension
For Bedroom

-GROUND FLOOR-

DIRECTORS BUNGLOW NIT DURGAPUR

National Institute of Technology Durgapur, M.G. Avenue Durgapur, West Bengal - 713209 (India)												
Status of Ongoing Projects under CPWD												
Sl. No.	Name of Works	Sanction Date (as per MPR)	Sanctioned Amount (Rs in Cr.)	Fund Status for the Month of February, 2023				Fund Status for the Month of November, 2023				Physical & Financial Status for the Month of Feb, 2023
				NIT Deposit Amount to CPWD (Rs. In Cr.)	Expenditure CPWD (Rs. In Cr.)	Balance Available CPWD (Rs. In Cr.)	NIT Deposit Amount to CPWD (Rs. In Cr.)	Expenditure CPWD (Rs. In Cr.)	Balance Available CPWD (Rs. In Cr.)	Requirement for completion of projects from CPWD (Rs. In Cr.)	Projects Physical Status as per CPWD MPR In %	Projects Financial Status in %
1	Construction of vertical Extension of Thermal Engineering lab.	02.07.2021	1.4087	0.46	0.15	0.32	0.92	0.35	0.57	0.00	35	33
2	Mechanisation of Kitchen & Modernisation of Dining Hall with Furniture.	05.11.2021	6.4982	2.14	0.00	2.14	2.14	1.28	0.86	0.00	3	33
3	Construction of vertical Extension of Originally Planned IT Building	02.07.2021	4.7994	1.53	0.59	0.94	2.52	1.93	0.59	0.00	42	32
4	Expansion & Refurbishing of Laboratories, Academic, Departments & Classrooms	09.12.2021	8.0489	2.66	0.33	2.32	3.65	2.06	1.59	0.00	15	33
5	Extension of Sewer Line Including Toilets Blocks at NIT Campus	09.12.2021	2.7421	0.90	0.00	0.90	0.90	0.00	0.90	0.00	0	33
6	Comprehensive Parking facilities in NIT Campus	30.03.2022	1.3949	0.46	0.00	0.46	0.92	1.04	-0.12	0.12	1	33
7	Central Research lab. Utkarsh Bhavan Building G+10 (Including Infrastructure & Equipments)	12.03.2019	67.84	48.00	39.72	8.28	55.00	54.85	0.15	0.00	85	71
			24.8922	56.15	40.79	15.36	66.05	61.51	4.54	0.12		

National Institute of Technology Durgapur, M.G. Avenue Durgapur, West Bengal - 713209 (India)															Annexure-43.19	
Status of Completed Project under CPWD																
Sl. No.	Name of Works	Sanction Date (as per MPR)	Sanctioned Amount (Rs In Cr.)	Fund Status for the Month of February, 2023			Fund Status for the Month of November, 2023			Fund Requirement for completion of projects from CPWD (Rs. In Cr.)	Physical & Financial Status for the Month of Feb, 2023		Physical & Financial Status for the Month of Nov, 2023			
				NIT Deposit Amount to CPWD (Rs. In Cr.)	Expenditure CPWD (Rs. In Cr.)	Balance Available CPWD (Rs. In Cr.)	NIT Deposit Amount to CPWD (Rs. In Cr.)	Expenditure CPWD (Rs. In Cr.)	Balance Available CPWD (Rs. In Cr.)		Projects Physical Status as per CPWD MPR In %	Projects Financial Status In %	Projects Physical Status as per CPWD MPR In %	Projects Financial Status In %		
19	Renovation of Hall-7 (Nivedita Hall of Residence)	21.06.2022	2.28795	0.76	0.02	0.74	1.25	1.60	-0.35	0.35	18	33	100	55		
			2.28795	0.76	0.02	0.74	1.25	1.60	-0.35	0.35						



NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

(An Autonomous Institution of the Govt. of India under Ministry of Education
(Shiksha Mantralaya))

MAHATMA GANDHI AVENUE, DURGAPUR-713209, (WEST BENGAL), INDIA

Ref: NITD/EST/Construction/19/23

Date: 06.12.2023

A meeting was held on 29.11.2023 at 11:00 hrs. chaired by the Director in his Chamber in connection with arbitration case in respect of construction of 500 seated Girls' Hostel by CPWD.

Members present:

1. Prof. N. K. Roy, Registrar I/C *N.K.R.*
2. Prof. S. Bhattacharya, Chairman Construction *S.B.*
3. Prof. A. K. Banik, Chairman PMQCC *A.K.B.*
4. Dr. Anupam De, PIC Legal
5. Mr. Asit Kumar, Joint Reg. (Estt.) *A.K.*
6. Mr. D. Mondal, Asst. Reg. (Legal) *D.M.*
7. Mr. A. Bhagat, AR (E&S) *A.B.*
8. Mr. C. P. Sharma, SE CPWD
9. Mr. Israr Ahmed, EE CPWD

Brief of the Meeting:

1. Director was apprised by CPWD about the Arbitration Case in respect of construction of 500 seated Girls' Hostel. A letter from EE CPWD addressed to "The Registrar NIT Durgapur" vide Ref. 55(ARB)/500 seated Girls Hostel/Subir/EE/NITDD/CPWD/202-24/793 dated 17.10.2023 received by the Office of the Registrar.
2. It is intimated by CPWD that; "the agency of the above work had gone to the arbitral tribunal for the adjudication of disputes arised in the work. The said award was challenged in Commercial Court at Asansol. Now the Ld. Court of the Judge, Commercial Court at Asansol has decided the disputes on dated 19.08.2023. Copy of the Judgement of Ld. Court is being submitted for record & release of fund please. The payment amounting to Rs. 90.00 Lakhs (Approx) has to be made to the agency as decided by the Commercial Court at Asansol at the earliest."
3. In the said letter CPWD has requested to release the necessary fund at earliest so that the further burden of interest is reduced attaching the following documents.
 - a) Copy of the Arbitration Award.
 - b) Copy of Commercial Court Judgement dated 19.08.2023.
 - c) Opinion of the Govt. Counsel.

Resolutions:

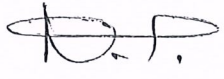
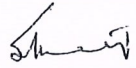
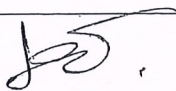
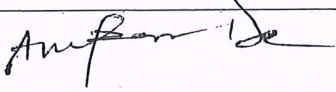
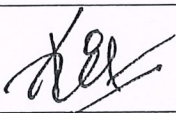
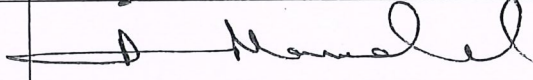
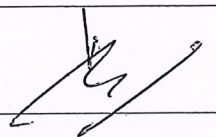


1. The presented report of CPWD alongwith the necessary documents as mentioned above shall be vetted by the External Legal Experts of NIT Durgapur for further needful action.

Meeting ended with the vote of thanks to the Chair.

N.K.R.
Registrar(I/C)

A. Bhagat
Director
13/12/23

Attendance for the meeting in connection with arbitration case in respect of construction of 500 seated Girl's Hostel by CPWD held on 29/11/2023 in the Director's Chamber at 11.00 A.M

Sl. No.	Name	Signature
1.	Prof. N. K. Roy Registrar (I/C)	
2.	Prof. S. Bhattacharyya Chairman Contraction	
3	Prof. A. K. Banik Chairman PMQCC	
4.	Dr. Anupam De PIC Legal	
5.	Mr. Asit Kumar JR (Establishment)	
6.	Mr. D Mondal AR (Legal)	
7.	Mr. A. Bhagat AR (E&S)	
8.	Mr. C.P. Sharma SE CPWD	
9.	Mr. Israr Ahmed EE CPWD	

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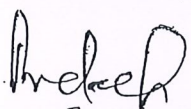
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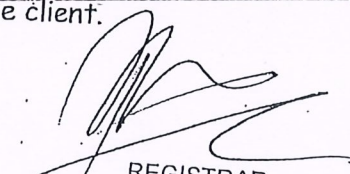
Construction of 500 seald girls hostel

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL PUBLIC WORKS DEPARTMENT
AND
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
FOR
CONSTRUCTION OF 500 Girl's Hostel FOR NIT, DURGAPUR
(Deposit work on turnkey basis)

The Memorandum of Understanding, hereinafter called MOU is signed between the Central Public Works Department, hereinafter called the CPWD (represented by the Executive Engineer, NIT, Project Division, C.P.W.D., Durgapur) on the one part and the National Institute of Technology, Durgapur hereinafter called the "Client" (represented by the Director) on the other. Whereas the CPWD have agreed to undertake the work of construction of 500 Girl's Hostel for NIT, Durgapur on a turnkey basis as a deposit work, now therefore it is agreed between the two parties that :-

1. The CPWD shall execute the work on a turnkey basis from concept to completion as deposit work and complete it within 24 months of the date of signing of this MOU. A broad schedule of activities, is attached to the MOU. In case there is delay in activities to be carried out by external agencies or client department the time for completion will be suitably enlarged.
2. All basis data for planning of the project, site details, space requirements, special requirements/features and specifications (with specific reference to specifications approved by the Govt. of India for such buildings, if available) to be adopted etc. shall be supplied by the client to CPWD.
3. In case the requirements projected are in excess/reduction of those that can be accommodated on the site as per the building bye-laws the same will be revised/reduced by the client on this being intimated by CPWD.
4. While finalizing the plans, estimates etc. CPWD will work in close coordination with the client.
5. Client Department will obtain and convey necessary clearance/approvals in case the requirements projected by them are in excess of or beyond the approved yardsticks.
6. The preliminary drawings based on approved requirements/specifications shall be supplied by CPWD to Client Department and the Client Department will approve these drawings or convey approval of competent authority to CPWD.
7. The preliminary estimate based on approved drawings shall be supplied by the CPWD and sanction shall be conveyed by the client.


21.10.13
Executive Engineer
NIT Durgapur Project Division
NIT Campus, Durgapur-713209


REGISTRAR
National Institute of Technology
Mahatma Gandhi Avenue
Durgapur- 713209 (W.B.) INDIA

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8. 15% of the Preliminary Estimate shall be deposited by Client Department with the Executive Engineer, Kolkata Central Division No. VI, C.P.W.D., Kolkata by 15.11.2013. The remaining funds shall be deposited as per the CPWD works manual to the Executive Engineer, Kolkata Central Division No. VI, C.P.W.D., Kolkata.
9. The CPWD shall be responsible for :-
- 9.1 Preparation of designs/drawings, conforming to the relevant buildings bye laws/ statutory codal provisions.
 - 9.2 Preparation of tender documents, invitation and opening of tenders and award of work etc.
 - 9.3 Project management including day to day supervision of work.
 - 9.4 Execution of work as per prescribed guidelines and regulations.
 - 9.5 Carrying out quality control tests and inspections.
 - 9.6 Completing the project as per the broad specifications given in the Preliminary Estimate.
 - 9.7 Intimating the client about any excess over the projected cost or possibility of time overrun as soon as it comes to its knowledge.
 - 9.8 Intimating the physical and financial progress at periodic intervals.
 - 9.9 Replying to the audit objections pertaining to the work in so far as they pertain to its acts in execution of the work.
 - 9.10 Handing over to Superintending Engineer or an authorized representative of the Director, NIT, Durgapur completed buildings along with a set of completion plans. Including service plans, soft copies of drawings and maintenance manual of electrical equipments.
 - 9.11 Intimating the final cost of the project.
 - 9.12 Contesting the claims of the contractors in arbitration or appearing in other legal matters pertaining to execution of work.
 - 9.13 No departmental charges will be levied by the CPWD, NIT being 100% Centrally funded Institute.
 - 9.14 Advising & assisting the NIT, Durgapur in obtaining approval from the concerned Local bodies for the architectural/designs/drawings and necessary service connections in respect of water supply, sewerage, storm water drainage and electricity.
 - 9.15 CPWD will carry out the work as per the CPWD specification, BIS, NBC and adhere to rules & regulation in construction by last by Govt. of India.
 - 9.16 CPWD will be responsible for all the expenditure for construction.

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31.10.13
Executive Engineer
NIT Durgapur Project Division
NIT Campus, Durgapur-713209

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National Institute of Technology
Mahatma Gandhi Avenue
Durgapur- 713209 (W.B.) INDIA

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31.10.13
Executive Engineer
NIT Durgapur Project Division
NIT Campus, Durgapur-713209

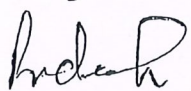
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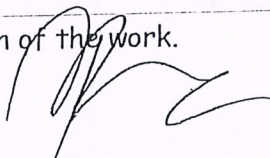
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10. The NIT, Durgapur agrees to undertake the following :-
- 10.1 Depositing the required funds as per broad schedule specified. Deposit any additional funds that may be required to complete the work as per revised estimate submitted by the CPWD.
 - 10.2 Intimate the detailed specifications, requirements of space, special features desired to be approved the designs/drawings/estimates submitted by CPWD within stipulated time.
 - 10.3 Supplying all relevant data regarding site to CPWD.
 - 10.4 Making available the site of work free from encumbrances.
 - 10.5 Enlarging the cost and time stipulated in the preliminary estimate if changes are made in the approved designs/drawings/specifications.
 - 10.6 Providing authenticated ownership documents of the land for submission to local bodies.
 - 10.7 Obtaining necessary clearances for the architectural plans with the assistance of CPWD.
 - 10.8 Obtaining necessary service connections with the assistance of CPWD.
 - 10.9 Providing the required funds as per cash flow requirements projected by the CPWD.
 - 10.10 According revised sanction without any delay in case of cost escalation as per approved CPWD norms.
 - 10.11 Providing security clearances for CPWD staff/contractors and their workers in case it is so required.
 - 10.12 Designating a suitably empowered nodal officer (Superintending Engineer of NIT Durgapur) for coordinating with the CPWD for the entire project duration. All communications by the designated officer will be made with the designated officer of CPWD. The designated nodal officer shall be authorized to take decisions and assist the CPWD in completion of the project. The nodal officer shall also be empowered to take decisions on remedial measures for unforeseen situations arising out of entities external to the project.
 - ✓ 10.13 Paying any claims upheld by an arbitrator or court of law relating to the work.
 - 10.14 Pay compensation/levies, if so required to be paid under the workmen's compensation act or any other act/law of the Centre or the State Government.
 - 10.15 Allow drawl of underground water for the purpose of execution of work without any payment.
 - 10.16 Allow usage of electricity for execution of works on payment basis from existing electrical connections.
 - 10.17 Providing full assistance to the CPWD in the execution of the work.

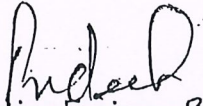
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Executive Engineer
NIT Durgapur Project Division
NIT Campus, Durgapur-713209

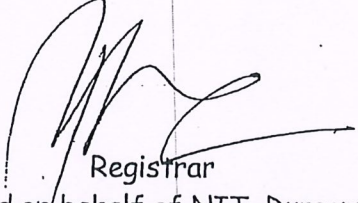

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Mahatma Gandhi Avenue
Durgapur- 713209 (W.B.) INDIA

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- 10.18 Pay suitable compensation to CPWD, to be decided by the Chief Engineer (EZ)-I, Nizam Palace, C.P.W.D., Kolkata - 20, if the client decides to conclude this MOU or drop the proposal after substantial preliminary work has been done by CPWD on the project. In case of abandonment of project/work during construction stage, pay to CPWD all liabilities relating to the project/work or to be paid to construction agencies engaged by CPWD for execution of the project.
11. If any dispute/difference arises between the parties as mentioned above, the Decision of the Director General of Works, CPWD shall be final and binding on both the parties.
12. NIT, Durgapur requires the following modifications :-
- d) Review of cost for pile foundation and price index by CPWD.
 - e) Incorporation of green building concept by CPWD.
 - f) Arrangement for lifts, ramp etc. for physically challenged students by CPWD.
13. Arrangement by CPWD for discharge of effluent to STP in campus area of NIT, Durgapur
14. NIT reserves the right to visit the site from time to time with prior intimation to CPWD to look after the progress and the quality of works.
15. NIT, Durgapur agrees to give sanction for additional items which are not covered in the preliminary estimate after making requisite adjustment in cost in the original preliminary estimate.


Executive Engineer 31/10/13
Kolkata Central Division No.VI
C.P.W.D., Kolkata
For and on behalf of C.P.W.D.

Executive Engineer
NIT Durgapur Project Division
NIT Campus, Durgapur-713209


Registrar
For and on behalf of NIT, Durgapur
National Institute of Technology
Durgapur

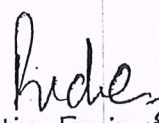
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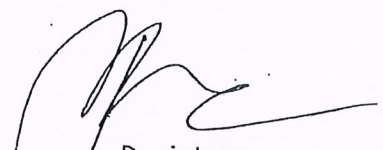
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BROAD SCHEDULE OF ACTIVITIES

Name of work :- C/O 500 Girl's Hostel Building at NIT Campus at Durgapur

Sl. No.	Activity	Probable Date
1.	Deposit of Fund @15% of Estimate Cost	15-11-2013
2.	Finalisation of Architectural working drawings	20-11-2013
3.	Finalisation of Detailed Estimate & NIT for composite tender	30-11-2013
3.	Submission of building plan for municipal clearance	10-12-2013
5.	Receipt of Technical Bid for tender under two Envelope System	25-12-2013
6.	Opening of Financial Bid for tender.	15-01-2014
7.	Obtaining Municipal clearance of building plans	20-01-2014
8.	Acceptance to Tender by C.W. Board of CPWD	28-02-2014
9.	Date of Physical start after submission of PG and mobilization of T&P etc.	18-03-2014
10.	Completion of pile foundation including casting of pile caps, grade beams.	30-08-2014
11.	Structural completion of the buildings up to roof level including brick work up to 9 th floor level.	30-06-2015
12.	Brick work above 12 th floor level and plastering, painting, finishing etc.	10-10-2015
13.	Installation of lift & other electrical work	20-10-2015
14.	Development works	30-10-2015
15.	Handing over of building	14-11-2015.


Executive Engineer
NIT Project Division
C.P.W.D., Durgapur
For and on behalf of C.P.W.D.


Registrar
National Institute of Technology
(Deemed University), Durgapur
For and on behalf of NIT, Durgapur

Executive Engineer
NIT Durgapur Project Division
NIT Campus, Durgapur-713209

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