

**Central University of Punjab
Bathinda**

MINUTES



**27th Meeting
of the
FINANCE COMMITTEE**

1st November 2021

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27TH MEETING OF THE FINANCE COMMITTEE
held at Central University of Punjab, Bathinda
on 01st November 2021

Minutes

The 27th Meeting of the Finance Committee was held on 1st November 2021 at 11:00 am in Conference Room, Central University of Punjab, Bathinda, through online/physical mode.

The following members were present.

1. Prof. R.P. Tiwari, Vice Chancellor : Chairperson
2. Prof. Annpurna Nautiyal : Member (present online)
3. Prof. Sushma Yadav : Member (present online)
4. Prof. T.V Kattimani : Member (present online)
5. Sh. Mohd. Rizwan : Nominee of Joint Secretary FA, MoE (present online)
6. Dr. J.K Tripathi : Joint Secretary CU, UGC (present online)
7. Dr. Anand Thakur : Secretary - Finance Officer (O), CUPB
Assoc. Professor
8. Er. Saurav Gupta : Executive Engineer, CUPB - (Special Invitee)
9. Dr. Gaurav Tandon : Assistant Registrar (F), CUPB - (Special Invitee)
10. Er. Puneet : Assistant Engineer, CUPB - (Special Invitee)


The Chairperson formally welcomed the members of the Finance Committee and thanked them for sparing their valuable time from their busy schedule to attend the 27th meeting of the Finance Committee.

Sh. K.P. Singh, Registrar was invited as Special Invitee, but he could not attend the meeting.

The Committee paid condolences to Sh. Vijay Kumar, Under Secretary, MoE on the demise of his mother.

The Chairperson in his opening remarks, shared details about the progress of University since 26th Finance committee meeting. A brief is placed below:-

- Adhering to the guidelines for COVID precautions as per GoI, the University is now opened for PG students and Research Scholars.
- The Offline/Online classes of 3rd sem. students are in full-swing.
- Out of 1240 students, >700 students are currently on the campus. Only those students are allowed to reside in the hostels who are vaccinated with both doses.
- The results of 4th semester students were timely declared.
- For admission to 1st semester in academic session 2021-22, Twelve (12) Central Universities jointly conducted CUCET examination on 24.9.2021. After declaration of results, Counselling has commenced. The classes are likely to commence from 15th November 2021.



- The University secured 84th Rank in the University Category in NIRF India Rankings 2021.
- Seven Faculty Members and an alumnus of CUP featured in 'Stanford's top International Scientist List'. Selection was based on top 1,00,000 scientists or scientists with percentile rank of 2% and above. (citation, *h*-index, co-authorship adjusted *hm*-index, citation to papers and other parameters)
- CUP made its place among top 10 % Higher Education Institutions across the world in 'Webometrics Ranking of World Universities'
- Central University of Punjab ranked at 11th position in 'Top Central Universities of India' category of Outlook-ICARE Rankings 2021
- 104 Articles published in impact factor journals (total IF 472.622) One in LANCET (IF 79.321), 1 in IF 15.707, 23 in IF 5 to 10, 66 in IF 2-5, 11 in 1-2 and 2 in <1.
- 3 projects worth Rs. 145.65 lakhs sanctioned by DST-SERB, one by ICMR (Rs. 75 Lakh) and another by UGC-DAE (Rs. 22.6 lakh), one by CSIR (11.70 lakhs) and II installment by MoFPI Rs. 198 lakhs) amounting to a total of Rs. 452.95 lakhs.
- SSR for NAAC 2nd cycle accreditation has been uploaded on 16.8.2021.
- Vacant teaching, backlog vacancies for SC/ST/OBC and EWS and Group-A, Statutory posts advertised; last date is 2.11.2021. Selection process is likely to commence shortly.
- Signed MoAS with Punjab Remote Sensing Centre, Ludhiana, on 13th July 2021, to promote collaboration in the area of Geospatial Technology.
- Signed MoU with Central Institute of Indian Languages, Mysore on 17th Sep 2021
- Signed MoI with Research For Resurgence Foundation, Nagpur on 28th Oct 2021. Mega Plantation Drive in university was commenced on World Environment Day on 4th June 2021. So far >18,000 saplings planted.
- The University organized COVID-19 Vaccination Drive for their faculty & staff members. Most of the faculty and staff have been fully vaccinated (both doses).
- International Day of Immunology was celebrated by organizing an online event "Know Covid-19 for No Covid-19". Prof VS Chauhan, Former Director, International Centre for Genetic Engineering and Biotechnology, New Delhi was the Guest of Honour, Dr. Subhash C. Verma, University of Nevada, USA, Dr. S. Krishnamoorthi, AIIMS Bathinda, were the keynote speakers.
- CUP organized National Conference on "Climate Change" on World Environment Day. Prof Alok Kumar Pandey, IAS delivered a special lecture on this occasion 5th June 2021.
- The University celebrated World Oceans Day on 8th June by organizing a Webinar and International Quiz. Prof. Vinod Kumar Gaur, Shanti Swarup Bhatnagar Awardee and Former Secretary, delivered the expert lecture on "Planet Earth's Oceans- its Flywheel".
- The University organized 'Special Event Series' to mark International Yoga Day-2021. In this series, a three-day Art of Living Session, a Yoga Session and a Yoga Asana Competition was organized from 17th -20th June 2021.
- Prof. Veer Singh, Former Director General, Chandigarh Judicial Academy delivered lecture on "Artificial Intelligence and Research in Higher Education" on 27th June 2021



- An Interactive Session on "Social Science Research and New Research Priorities" was organized on 20th July 2021. Distinguished Resource person - Prof. V.K. Malhotra, Member Secretary, ICSSR
- Shri N.K. Dutta, Former DG, Geological Survey of India delivered lecture on "Career Opportunities in Earth Sciences" on 27th July 2021
- Prof. G.S. Bajpai, Vice-Chancellor, RGNLU, Patiala delivered a lecture on "Selection of Topics for Research, Research Proposal and Quality of Research" on 28th Jun 2021.
- Prof. Meeran C. Borwankar delivered a lecture on "Police Reforms and Administration of Criminal Justice" on 29th July 2021.
- Prof. P. Balaram, Ex-Director of IISC, delivered a lecture on "Chemistry and Biology in the Age of Coronavirus" on 5th Aug 2021.
- Five-day AICTE-ATAL Faculty Development Workshop on "Quantum Information Processing and Applications" conducted from 23rd to 27th Aug 2021
- Prof. Sajal Nag, from Assam University, delivered a lecture on "Sikh community in North-East India" on 26th Aug 2021
- Shri Pratap Singh Parihar, former Director, Atomic Minerals Directorate for Exploration and Research, Dept. of Atomic Energy delivered a Lecture on "Nuclear Energy Scenario in India: It's relevance in Sustainable Development" on 27th Aug 2021
- Prof. Harmohinder Singh Bedi, Hon'ble Chancellor, Central University of Himachal Pradesh, delivered a special lecture on 'Contribution of Punjab towards Hindi Literature' on the Hindi Diwas and Hindi Pakhwada 2021 on 14th Aug 2021
- Under Hindi Pakhwada, several competitions like International online quiz competition on Hindi Language, Literature, Culture and Journalists, Hindi Translation, Hindi Typing, Hindi Poetry Writing Competition, Antyakshri Competition on Hindi Ideoms, Proverbs and Quotations etc.
- Several renowned academicians/like Prof. Girishwar Mishra, Former VC, Mahatama Gandhi International Hindi University, Wardha, Prof. Puran Chand Tandon, University of Delhi, Prof. Chandar Trikha, Director, Hindi Sahitya Academy, Shri Raj Kumar, Editor, Dainik Tribune, delivered lectures on different themes during Hindi Pakhwada.
- Prof. Harmohinder Singh Bedi, Hon'ble Chancellor, CU of Himachal Pradesh, delivered Lecture on "*Guru Granth Sahib mein bhashai ekta ke sotra*" on the closing ceremony of Hindi Pakhwada on 28th Sep 2021.
- Prof. Shailendra Saraf, Vice President, Pharmacy Council of India, delivered a special lecture on 'Pharmacy: Always trusted for your health' to mark World Pharmacist Day on 25th Sep 2021
- Prof. Badri Narayan, Director, G.B. Pant Institute of Social Science, Allahabad (U.P.) delivered a lecture on Gandhi and National Values on 132th Birth Anniversary of Mahatama Gandhi on 2nd October 2021.
- School of Management organized five-day AICTE ATAL sponsored FDP on 'Strategic Planning & Implementation in Digital Era' from 4th to 8th Oct 2021.
- Prof. Rajeev Aliuja, Director IIT Ropar interacted with Science teachers on 27.10.2021 and encouraged them for collaborative research with external fundings.






- Prof. Rajneesh Arora, Chairman, National Coordination Committee for Induction Programme, AICTE and Former VC, IK Gujral PTU, delivered a special lecture on "Universal Human Values".

The august members of Finance Committee congratulated the University on its progress and achievements and also wished good luck for the future developments.

After detailed discussions on all the agenda items listed for this meeting under the headings of Information, Ratification and Consideration, the unanimous resolutions of the FC are as below:

<u>Item. No: FC:27:2021:I</u>	<u>Items for Information</u>
<u>Item.No:FC:27:2021:I(i)</u> To confirm the minutes of the 26th meeting of the Finance Committee held on 31st May 2021.	NOTE: The draft minutes of the 26 th meeting of Finance Committee were circulated to all the members on 08.06.2021. Comments received from IFD, MOE on the item are as below: <i>"Subject to strict compliance of the relevant Statutory provisions of the University and also strict compliance of the related Govt. of India Instructions and guidelines including those issued by the Central Vigilance Commission, the minutes may be confirmed "</i> Comments received from UGC on the item are as below: <i>"Subject to strict compliance of the relevant Statutory provisions of the University and also strict compliance of the related Govt. of India Instructions and guidelines including those issued by the Central Vigilance Commission, the minutes may be confirmed.</i> <i>The observations of the CU Bureau and IFD of MHRD, if any, may also be considered while confirming the minutes and the ATR."</i> RESOLVE: The Finance Committee discussed the item and unanimously RESOLVED to confirm the minutes of the 26th meeting of the Finance Committee held on 31st May 2021.



<p><u>Item.No:FC:27:2021:I(ii)</u></p> <p>To note the Action Taken Report (ATR) on decisions of the 26th meeting of the Finance Committee held on 31st May 2021</p>	<p>NOTE:</p> <p>The 26th meeting of Finance Committee was held on 31st May 2021.</p> <p>Subsequent to the circulation of minutes, the concerned departments/ officers officials implemented the decision taken by the Finance Committee in its 26th meeting. The details of the actions taken are placed at Annexure-27.1(Pages 26-28)</p> <p>Comments received from IFD, MOE on the item are as below: <i>"Subject to strict compliance of the relevant Statutory provisions of the University and also strict compliance of the related Govt. of India Instructions and guidelines including those issued by the Central Vigilance Commission, the action taken may be noted."</i></p> <p>Comments received from UGC on the item are as below: <i>"Subject to strict compliance of the relevant Statutory provisions of the University and also strict compliance of the related Govt. of India Instructions and guidelines including those issued by the Central Vigilance Commission, the minutes may be confirmed. The observations of the CU Bureau and IFD of MHRD, if any, may also be considered while confirming the minutes and the ATR."</i></p> <p><u>RESOLVE:</u></p> <p>The Finance Committee discussed the item in detail and unanimously RESOLVED to note the Action Taken Report (ATR) on the decisions taken by it in its 26th meeting held on 31st May 2021.</p>
<p><u>Item.No:FC:27:2021:I(iii)</u></p> <p>To note the status of pending Audit Paras.</p>	<p>NOTE:</p> <p>The Transaction Audit has not been conducted from last year and Audit Party has not visited the University. Efforts shall be made to provide justification for dropping of outstanding audit paras on the visit of Audit Party.</p> <p>In this regard, the University has requested to CAG Office, Chandigarh to conduct the Transaction Audit at the earliest.</p> <p>List of pending audit paras is at Annexure 27.2{pages 29-66}</p>

Sakwan
Ansul



	<p>Comments received from IFD, MOE on the item are as below: <i>"Each Para may be discussed in detail. Pending Audit Paras may be settled as per GOI rules, in consultations with the office of DGACE. Further, the University may constitute, if not done already, a standing Audit Committee (SAC) under the Chairmanship of VC, Registrar, Finance Officer, Heads of concerned Departments to which Audit Para relates may be the member of SAC. SAC may meet every three months to review the process of settlement of pending Audit Paras."</i></p> <p>Comments received from UGC on the item are as below: <i>"Pending Audit Paras may be settled at the earliest as per GOI Rules in consultation with the office of DGACE"</i></p> <p><u>RESOLVE:</u></p> <p>The Finance Committee discussed the item in detail and unanimously resolved to note the status of pending Audit Paras. The members of the FC suggested that efforts shall be made to settle the pending audit paras at the earliest.</p>
<p><u>Item.No:FC:27:2021:I(iv)</u></p> <p>To note the status of Audit of Statement of Accounts of the University for FY 2020-21.</p>	<p><u>NOTE:</u></p> <p>The Audit of Statement of Accounts of the university for the FY 2020-21 was conducted from 31.08.2021-17.09.2021.</p> <p>It is also for the information of the FC that SAR is yet to be received and regular follow up is being done with CAG office to receive the SAR in time for onward submission to the MoE.</p>
	<p>Comments received from IFD, MOE on the item are as below: <i>"May be noted."</i></p> <p>Comments received from UGC on the item are as below: <i>"University may expedite the matter of receive the SAR from CAG for the financial year 2020-2021 and may be sent to UGC and MoE for appropriate action."</i></p> <p><u>RESOLVE:</u></p> <p>The Committee after detailed deliberations unanimously resolved to note the status of Audit of Statement of Accounts of the University for FY 2020-21. The draft comments on the Annual Accounts of the university have been received and FC has recommended timely action in this regard.</p>

[Handwritten signatures]



Item.No:FC:27:2021:I(v)

To inform the Annual allocation of Rs. 6.5 Crore allocated by UGC under Capital Assets - 35 for the year 2021-22.

NOTE:

The University received a grant of Rs. 6.5 Crore allocated by UGC under Capital head of the University for the year 2021-22 (*Annexure-27.3{pages 67-68}*). The details of the breakup of grant is as under:

S. No.	Name of Item	Annual allocation for the year 2021-22 under capital assets approved by UGC (in lakhs)
1.	Books/Journals E-Source (Perpetual)	100.00
2.	ICT enabled infrastructure for online learning	150.00
3.	Equipment/laboratories	75.00
4.	Campus Development	200.00
5.	Other Infrastructure including furniture & fixture	125.00
Total		650.00

The University constituted the Committees to recommend priority-wise projects to be executed and items/assets to be procured from the above Grants. The recommendation of the Committee in r/o Sr. No. 4 (Campus Development) of the above table, was placed in the Building Committee and it was approved.

Comments received from IFD, MOE on the item are as below:

"May be noted after detailed discussions in the meeting in the light of GFRs 2017 and other related Government of India Rules / IIGC guidelines/Instructions"

Comments received from UGC on the item are as below:

"May be noted."

RESOLVE:

The Finance Committee discussed the item in detail and unanimously resolved to note the annual allocation of Rs. 6.5 Crore allocated by UGC under Capital Assets - 35 for the year 2021-22.

Item.No:FC:27:2021:I(vi)

To note the status of expenditure of the University as on 30.09.2021 for FY 2021-22 under GIA- Recurring (31),

NOTE:

The Finance Committee in its 26th Meeting held on 31.5.2021, vide item No. FC:26:2021:II(iii) approved the Budget estimates for the FY 2021-22 under GIA- Recurring (31), Salary (36) and Capital Assets (35).

The University received allocation towards Budget Estimates from UGC vide letter No(s). 43-2/2021 (CU) dated 27.9.2021 for Recurring Head (31) (*Annexure*



Salary (36) and Capital Assets (35).

27.4{pages 69-70}}, 43-1/ 2021 (CU) dated 27.9.2021 for Salary Head (36) (Annexure 27.5{pages 71-72}), and D.O. No. F. 1-3/2021 (CU) dated 25.8.2021 for Capital Assets (35) (Annexure 27.6{pages 73-74}).

The details of the Head-wise expenditure for FY 2021-22 (as on 30.09.2021) is given below:

GIA - Head	Op. Balance (provisional)	Grant Recvd.	Exp. as on 30.9.21	Balance	Amt. in Rs. Lakh	
					B.E. apprvd. by F.C.	B.E. allocated by UGC
Recurring (31)	297.46	542.69	1161.03	-320.88	2310	870
Salary (36)	-39.09	1398.33	1341.93	17.31	3085	2911.51
Capital Assets (35)	0	325	204.83	120.17	9900 (8100: Building 1800: Other Assets)	650

Comments received from IFD, MOE on the item are as below:
"May be noted after detailed discussions in the meeting in the light of GFRs 2017 and other related Government of India Rules / UGC guidelines/Instructions"

Comments received from UGC on the item are as below:
"Subject to strict compliance of the relevant Statutory provisions of the University and also strict compliance of the related Govt. of India Instructions and guidelines including those issued by the Central Vigilance Commission, may be noted."

RESOLVE:

The Finance Committee RESOLVED to note the status of expenditure of the University as on 30.09.2021 for FY 2021-22 under GIA- Recurring (31), Salary (36) and Capital Assets (35).

Item.No:FC:27:2021:II

Items for Ratification

Item.No:FC:27:2021:II(i)

To ratify the approval of Building Committee for Renewal/Execution of lease deed of City Campus between Bathinda Integrated Cooperative Society and Central University of Punjab for the period of 01.04.2021 to 30.06.2021 and handing over vacant possession of

NOTE:

The term of lease of City Campus between Bathinda Integrated Cooperative Society and Central University of Punjab was upto 31.03.2021. The University had started shifting to its Main Campus at Ghudda w.e.f. 18.08.2020. The material of most of the buildings such as Administrative Block, Academic Block, Residences, Hostels, were shifted to main campus before June 2021. All the temporary structures (Porta Cabin type hostels structures, Laboratory Furniture etc.) and other installation created by University over the time were shifted to main campus before 30.06.2021.



<p>City Campus to Bathinda integrated Coop. Society.</p>	<p>The University vide letter No. CUPB/CC/ES/21-22/143 dated 11.06.2021 (Annexure-27.7{page 75}) intimated Mr. Anil Sharma, Liquidator, The Bathinda Integrated Coop. Society, Chandigarh for vacation of premises of Bathinda integrated Coop. Society (city campus) taken on rent by CUPB on or before 30.06.2021 including approval for extension of Lease deed upto 30.06.2021. Liquidator, The Bathinda integrated Coop. Society, Chandigarh vide letter no. Spinfed/ Bacospin/10/2021-22 dated 10.06.2021 (Annexure-27.8{page 76}) intimated regarding extension of Lease agreement upto 30.6.2021 on previous terms & conditions.</p> <p>An amount of Rs. 20,08,200/- was agreed to be paid after adjusting security deposited in 2009 and 2010.</p> <p>Comments received from IFD, MOE on the item are as below: "May be ratified after detailed discussion and providing justification by the University."</p> <p>Comments received from UGC on the item are as below: "May be noted"</p> <p>RESOLVE: The Finance Committee after detailed discussions unanimously resolved to ratify the approval of Building Committee for Renewal/Execution of lease deed of City Campus between Bathinda Integrated Cooperative Society and Central University of Punjab for the period of 01.04.2021 to 30.06.2021 and handed over of the possession of City Campus to Bathinda integrated Coop. Society.</p>										
<p>Item.No:FC:27:2021:III</p>	<p>Items for Consideration</p>										
<p>Item.No:FC:27:2021:III(i)</p> <p>To consider use of IRG funds to meet shortfall of Recurring, Salary and Capital grants.</p>	<p>NOTE:</p> <p>The University has received approval of budget estimates for the Financial year 2021-22 for Recurring, salary head vide letter no. F.No-43-2/2021 (CU) (Annexure-27.9{pages 77-78}) and F.No-43-1/2021 (CU) (Annexure-27.10{pages 79-80}) respectively.</p> <p>The allocations are substantially below the annual budget estimates of the University approved by FC as per following details :-</p> <p style="text-align: right;"><i>Figures in Rs. Lakhs</i></p> <table border="1" data-bbox="926 2694 1875 2763"> <thead> <tr> <th>S.No</th> <th>Budget Head</th> <th>B.E. approved by FC</th> <th>B.E. approved by UGC</th> <th>Shortfall</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No	Budget Head	B.E. approved by FC	B.E. approved by UGC	Shortfall					
S.No	Budget Head	B.E. approved by FC	B.E. approved by UGC	Shortfall							



	<table border="1" data-bbox="953 329 1892 409"> <tr> <td>I</td> <td>Recurring(31)</td> <td>2310</td> <td>870</td> <td>1440</td> </tr> <tr> <td>II</td> <td>Salary (36)</td> <td>3085</td> <td>2911.51</td> <td>173.5</td> </tr> </table> <p>The above shortfall may be considered to be met from the Internal resource generation (IRG) of the University till date since its inception.</p> <p>In addition to above budget heads, certain expenditures related to Laboratory and Office Equipment (Capital head-36) may be approved to the tune of Rs. 100 lakhs from IRG.</p> <p>University till 31.03.2021 has Rs. 22.35 Cr. under IRG head. An amount of Rs. 10.8 Cr. is committed towards HEFA loan repayment from these funds over a period of 10 years. The balance amount of IRG may be considered to be used for recurring, salary & capital expenditure as detailed above.</p> <p>Comments received from IFD, MOE on the item are as below: <i>"May be discussed in detail in the light of GFRs 2017 and other related Government of India Rules / UGC guidelines/Instructions"</i></p> <p>Comments received from UGC on the item are as below: <i>"UGC has been allowing the Central Universities to use the Internal Receipts to cover up the shortfall under Non Salary expenditure (recurring head) with the approval of the Commission. However, the Central Universities may be advised to make serious efforts to implement the austerity measures to reduce the Recurring expenditure in view of the instructions issued by the GoI/UGC from time to time."</i></p> <p>RESOLVE:</p> <p>The Finance Committee discussed the item in detail and unanimously resolved to approve the use of IRG funds to meet shortfall of Recurring, Salary and Capital grants.</p> <p>The Finance Committee advised the university to make efforts to increase IRG.</p> <p>The Committee further advised that University should take up this matter with UGC.</p>	I	Recurring(31)	2310	870	1440	II	Salary (36)	3085	2911.51	173.5
I	Recurring(31)	2310	870	1440							
II	Salary (36)	3085	2911.51	173.5							
<p>Item.No:FC:27:2021:III(ii)</p> <p>To consider the use of funds under HEFA for executing the work of Covered Car Parking facility for the users of Academic Block, Transit</p>	<p>NOTE:</p> <p>The University has received an amount of Rs.108.06 Cr. vide letter No. SAN/CUP/138/ 2021-22 dated 02.07.2021, under HEFA (<i>Annexure 27.11{pages81-86}</i>). The documentation work for the loan has been completed by the University.</p>										



Building, Guest House and for the residential area in the Central University of Punjab, Bathinda at an estimated cost of Rs. 1.08 cr.

The loan has two parts; one is related to construction of new projects and other is related to completing the construction of ongoing projects.

The University wrote a letter to MoE vide No. CUPB/CC/accts/2021/1137 to 1142 dated 18.09.2021 regarding break-up of requirement of funds of Rs. 108.06 cr, wherein Rs. 72.06 Cr. was requested for ongoing building projects. In Annexure 3 of the letter dated 18.9.2021, an amount of Rs. 2.3 cr was kept for "Balance works for the campus development and External Services".

It is from this head that the University proposes to spend Rs.1.08 cr for the Construction of Covered Car Parking facility near Academic Block, Transit Building, Guest House and Residences. This was approved in 51st Meeting of Building Committee held on 29.9.2021 vide Item: BC: 51:2021:21 (**Annexure 27.12{pages 87-88}**).

Comments received from IFD, MOE on the item are as below:

"Funds allocated should only be used against the projects already approved in DPR. If any deviation is required, detailed proposal may be sent to Ministry of Education for consideration "

Comments received from UGC on the item are as below:

"The proposal under HEFA is being considered by the MoE directly. Therefore, the observations of the CU Bureau and IFD of MoE, if any, may be considered while considering this proposal."

RESOLVE:-

The Finance Committee discussed the item in detail and unanimously resolved to approve the request of University to use funds received under HEFA for executing the work of Covered Car Parking facility for the users of Academic Block, Transit Building, Guest House and for the residential area of the University at an estimated cost of Rs. 1.08 Cr.

The Committee further resolved that there should be no deviation from the HEFA approval and the work should be executed as per GFR, CVC and other GOI guidelines.



Item.No:FC:27:2021:III(iii)

To approve the utilization plan of Rs. 108.06 cr under HEFA loan as per approval of Building Committee

NOTE:

The Building Committee in its 51st Meeting held on 29.9.2021, vide Item:BC:51:2020:25 (**Annexure 27.13{pages 89-90}**) resolved to approve the utilization plan of Rs.108.06 cr HEFA funds as per below mentioned details:-

S.No	Description	Cost of completion/ estimated cost of work (Rs. in crore)	Already paid amount (Rs.in crore)	Balance amount to be paid (Rs. in crore)
A1	On-going works			
1	Construction of Phase1A, 1B works, water reservoir & HVAC works	257	220	37
2	Laboratory Furniture	12.17	8	4.17
	Total (A1)	269.17	228	41.17
A2	Additional works required to make the building operations			
1	Hostel Furniture	1.89	0	1.89
2	Wardrobe & modular kitchen in staff residencies	1.8	0	1.8
3	Furnishing of Guest House, Transit Hostel & Academic Block	1.2	0	1.2
4	Office Furniture	1.7	0	1.7
5	Furnishing of 01 no. smart classroom (250 seater) & 2 no. Seminar Hall (125 seater each)	2.1	0	2.1
6	Providing of LAN/IPRAX/SERVER /CCTV etc. in Academic Block	1.9	0	1.9
7	Balance works for the campus development and external services	2.3	0	2.3
8	Providing DG sets and electrical panel & cabling for electricity backup	1	0	1
	Total (A2)	13.89	0	13.89
A	Total Funds required (A1 + A2)	283.06	228	55.06
B	Due to urgent requirement payment made from internal resources & it may be reimbursed to University			17.00
C	Total amount required for on-going projects (A+B)			72.06
	New projects			
D1	Administrative Block			21.60
D2	Library			14.40
D	Total amount required for new projects (D1+D2)			36.00
E	Total (C+D)			108.06 Cr

The above utilization is in line with the letter no. CUPB/ CC/accts/2021/1137 to 1142 dt. 18.09.20(**Annexure 27.14{pages 91-95}**) written by university to MoE. The said letter was referred by MoE while approving the funding of Rs. 108.06 cr vide letter F. No. 50-9/2020- CU IV dated 6.01.2021(**Annexure 27.15{page 96}**).

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	<p>It was also resolved that the new building projects amounting to Rs. 36 Cr. and furnishing of Smart Classroom & Seminar Halls amounting to Rs. 2.1 Cr. and campus development work of Rs. 2.3 Cr. be got executed through (CPWD) as a deposit work. Further, the completion of ongoing works already entrusted to M/s EIL shall be got completed. Other Additional works related to furnishing and furniture be got executed at the level of the University.</p> <p>Comments received from IFD, MOE on the item are as below:</p> <p><i>"May be discussed in detail in the meeting as per Government of India Rules/guidelines."</i></p> <p>Comments received from UGC on the item are as below:</p> <p><i>"The proposal under HEFA is being considered by the MoE directly. Therefore, the observations of the CU Bureau and IFD of MoE, if any, may be considered while considering this proposal."</i></p> <p>RESOLVE: The Finance Committee discussed the item in detail and unanimously RESOLVED to approve the utilization plan of Rs. 108.06 Cr under HEFA loan as per approval of Building Committee subject to condition that there should be no deviation from the approval under HEFA.</p> <p>It was further resolved that the projects should be executed as per CVC, GFR and other relevant GOI guidelines.</p>
<p>Item.No:FC:27:2021: III(iv)</p> <p>To consider the decision of Building Committee for entrusting the construction works of new buildings to CPWD as a deposit work.</p>	<p>NOTE:</p> <p>A loan of Rs. 108.06 Cr. under HEFA was approved vide its letter No. SAN/CUP/ 138/2021-22 dated 02.07.2021 (Annexure 27.16{pages 97-102}). Out of which, Rs. 36 Crores has been approved for new projects i.e. Administrative Block and Library Block. The total approved area for these projects is 8000 sqm.</p> <p>The Building Committee in its 51st Meeting held on 29.9.2021, vide Item:BC: 51:2021:22 (Annexure-27.17{pages 103-104}) resolved that the construction of these new building works be entrusted to CPWD as deposit work.</p> <p>Comments received from IFD, MOE on the item are as below:</p>



	<p><i>"May be discussed in detail in the meeting as per Government of India Rules/guidelines."</i></p> <p>Comments received from UGC on the item are as below: <i>"University may take up only those building projects for which they have sufficient funds under Capital Assets and to complete only those building projects for which UGC has given the extension of time for utilization of grant. No additional funds for these building projects will be provided by UGC. University may send the building projects costing more than Rs. 75.00 lakhs to UGC for seeking the approval of the UGC Standing Committee constituted for this purpose."</i></p> <p><u>RESOLVE:-</u></p> <p>The Finance Committee RESOLVED to consider the decision of Building Committee for entrusting the construction work of new buildings to CPWD as a deposit work.</p> <p>It was further resolved that a Project Monitoring Committee at the University level should monitor the progress of the projects undertaken by the University.</p>
<p><u>Item No.FC-27-2021-III(v)</u></p> <p>To consider the decision of Building Committee regarding payment of Arbitration award between CPWD and contractor from the grant received for campus development under Capital Head (36) during the FY 2021-22.</p>	<p>NOTE:</p> <p>It is submitted that construction of main entry road of Central University of Punjab, Ghudda was entrusted to CPWD for execution as a deposit work with A/A & E/S amounting to Rs. 3,78,97,000/- vide University letter no. CV PB/CC/BI/CPWD/1450 dated 29/03/2013 (<i>Annexure-27.18{page 105}</i>) on preliminary estimates submitted by CE (NZ-V), CPWD, Jammu vide their letter no. 2845 dated 22.03.2013 (<i>Annexure-27.19{page 106}</i>) and a total amount of Rs. 372 Lacs was deposited with CPWD against the above sanction in installments.</p> <p>Subsequently, the matter was discussed in 17th BAC meeting held on 04.12.2013 vide agenda item no. BAC:17:2013:2 (<i>Annexure-27.20{page 107}</i>) wherein a detailed presentation on designs of the Entry Road was made before the Committee by CPWD team represented by Sh. S.S. Vashishat, SE/CPWD, Smt. Indu Choudhary, Sr. Architect, CPWD and Er. Jai Bhagwan, XEN, CPWD; and the Architect Consultant of the University, M/s Pradeep Sachdeva Design Associates (PSDA) represented by Ar. Pradeep Sachdeva. The Committee deliberated on the entry road designed by the CPWD and the Architect Consultant and resolved that the "Good for Construction design drawings with</p>

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the estimates of Entry road be prepared by Architect Consultant of the University by 12th December 2013 and provided to CPWD for initiating the Tendering Procedure and construction of half of the portion of the four lane road i.e. one side of the road after thorough vetting by CPWD of the estimates prepared by the Architect Consultant."

The above decision of Building Advisory Committee was approved by the Finance Committee in its 7th meeting held on 25.11.2014 vide agenda item no. FC:7:2014:9 (**Annexure-27.21{pages 108}**) and by Executive Council in its 11th meeting held on 25.11.2014 vide agenda item no. EC:11:2014:21(**Annexure-27.22{pages 109-111}**).

M/s PSDA, the Architect Consultant of the University submitted the detailed design, drawing and estimate of Rs. 4,73,20,000 /- vide mail dated 13.12.2013. As per the decision of BAC, the drawings and estimate were forwarded to CPWD by the then University Engineer vide mail dated 20.12.2013 (**Annexure-27.23{page 112}**). Subsequently the modified estimate amounting to Rs. 4,72,02,500/- was submitted to the Registrar, Central University of Punjab by Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 23 (63)/SE(P)-1/NZ V/446 dated 25.02.14 (**Annexure 27.24{pages 113}**) for according approval of the University. CPWD vide its letter no. 397 dated 15.03.2014 (**Annexure-27.25{page 111}**) requested the University to sign the MOU and sanction the revised preliminary estimate before award of work. The MoU was signed by the University on 23.04.2013 and was forwarded to CPWD vide letter no. CUPB/CC/ 14/CPWD/65 dated 06.05.2014 (**Annexure-27.26{pages 115}**) the matter regarding revised cost estimate remained un-replied by the University. The tenders for the execution of this work were invited by CPWD vide Tender NIT no. 01/EE/LCD/CE(NZ-V)2014-15 with an estimated cost of Rs. 4,16,78,055/- with the tender opening date of as 10.06.2014. The work was awarded by CPWD on 15.08.2014 and the work was completed on 20.04.2016.

As per record available with this office, during the execution of work in 2015-2016 CPWD raised the requirements of funds vide its letter no. 2344 dated 23.09.2015 (**Annexure-27.27{page 116}**), letter no. 2559 dated 21.10.2015 (**Annexure-27.28{page 117}**) letter no. 2668 dated 04.11.2015 (**Annexure-27.29{pages 118-120}**) CPWD vide its letter no. 2632



dated 14.10.2016 (**Annexure-27.30{page 121}**) letter no. 2325 dated 23.11.2016 (**Annexure-27.31{page 122}**) had been requesting CUPB for approval of revised preliminary estimate of Rs. 4,72,82,500/- and further deposit of additional amount for release of payment of contractor for executed work at site. Even after the completion of the work, Superintending Engineer, Jalandhar Central Circle, CPWD vide his office letter no. 315-H dated 16.02.2018 (**Annexure-27.32{pages 123-125}**) and letter no. 1154-H dated 06.07.2018 (**Annexure-27.33{pages 126-129}**) and letter no. 1639 dated 28.09.2018 (**Annexure-27.34{pages 130-131}**) requested CUPB for approval of revised preliminary estimate of Rs. 4,72,82,500/- and for depositing additional amount of Rs. 60,00,000/- for release of payment to contractor.

No response regarding the approval of A/A and E/S or depositing the additional amount was sent by the University to the above referred correspondences of CPWD. The contractor invoked the Arbitration clause and Shri. S.R. Pandey was appointed as Sole Arbitrator by CE(NZ-V), CPWD, Jammu.

To verify the claims of Rs 60,00,000 /- by CPWD through above referred letter, the matter was further got clarified from the office of the Executive Engineer, Ludhiana Central Division, CPWD Ludhiana. In response to queries raised by CUPB, Executive Engineer through letter no. 06 dated 01.01.2019 (**Annexure-27.35{pages 132}**) and letter no. 63 dated 16.01.2019 (**Annexure-27.36{page 133}**) CPWD submitted the supporting documents and clarified that total estimated expenditure of Rs. 4,22,73,805 /- (excluding the cost of Arbitration fees of Rs. 2,00,000 /- paid to Arbitrator Shri. Sita Ram Pandey) has been incurred by CPWD against A/A & E/S of Rs. 378.97 lacs and an amount of Rs. 3,72,32,333/- deposited by CUPB to CPWD as an advance for deposit work. Further, Executive Engineer, CPWD requested to deposit an additional amount of Rs. 52,41,472/- (including the cost of Arbitration fees of Rs. 2,00,000 /- paid to Arbitrator Shri. Sita Ram Pandey).

The above letters of CPWD were discussed in detail by BAC in its 43rd Meeting held on 25.01.2019 vide Agenda item no. BAC: 43:2019:21 and resolved as under (**Annexure-27.37{page 134}**)



"The BAC advised that the matter may be referred to the Ministry of Human Resource & Development to allocate the funds after examining the merit of the case."

As per the direction of BAC the matter was referred to MHRD vide this office letter no. CUPB/CC/ES/19/1526 dated 22.03.2019 (**Annexure-27.38{page135}**). The response of Ministry of Education is awaited.

Further Executive Engineer, CPWD, Ludhiana Central Divisions vide letter no. 463 dated 13.03.2019 (**Annexure-27.39{pages 136-138}**) had elaborated the bifurcation of amount of 52.09 Lac as demanded by CPWD for clearing the outstanding dues and also informed the University that their main contractor M/s ChiranjiLal Gupta & Sons has invoked the Arbitration claiming interest other loses and damages from Union of India. Further, their other contractor M/s Pooja Electrical was threatening the CPWD to invoke the Arbitration clause in case of further delay in the payments.

The brief bifurcation of funds required by CPWD is as below:-

1. Reimbursement of service tax to the agency -Rs. 17,00,000/-
 2. Amount of final bill -Rs. 21,69,341/-
 3. Payment to sole arbitrator - Rs. 2,00,000/-
 4. Up to date expenditure by CPWD - Rs. 3,79,74,957/-
- Total Expenditure including liabilities Rs 1,21,10,719/-**

Say - Rs 424.41 Lakh
Up to date funds paid to CPWD - Rs 372.32 Lakh
Balance funds required by CPWD - Rs 52.09 Lakh

The matter was again discussed in detail by BAC in its 44th Meeting held on 20.08.2019 vide Agenda item no. DAC. 44:2019:37 and resolved as under (**Annexure-27.40{page 139}**)

"BAC advised that since the matter was already referred to MHRD therefore suitable action for release of payment to CPWD be taken after approval of MHRD."

Accordingly, as per the direction of BAC the decision of BAC was communicated to Executive Engineer, Ludhiana Central Division, CPWD Ludhiana vide this office letter no. CUPB/CC/ES/19-20/423 dated 25.09.2019 (**Annexure-27.41{page 140}**)



Further the Executive Engineer, CPWD, Ludhiana division vide his letter no. 54(1219)/LCD/1861 dated 25.10.2019 (**Annexure-27.42{page 141}**) intimated the University to appoint a nodal officer for the Arbitration case of M/s ChiranjiLal Gupta & Sons (The contractor for work). As directed by Competent Authority, Executive Engineer, CUPB replied vide its letter no. CUPB/CC/ES/19-20/545 dated 08.11.2019 (**Annexure-27.43{page 142}**)

The Executive Engineer, CUPB discussed with Executive Engineer, CPWD, Ludhiana about the exemption of Service Tax on educational institutes during the execution period of work. CPWD reconsidered the case and Chief Engineer, CPWD, Chandigarh vide 2959 dated 26.11.2019 (**Annexure-27.44{pages 143-145}**) further replied the clarifications and requested the University to release the additional amount fund of Rs. 34.2 Lac. He further submitted that denying additional funds of Rs. 34.20 lac which are well within the revised P.E. amount of Rs. 473.20 lac and only 7.20% above the original A/A & E/S amount of Rs. 378.97 lac at later stage is in violation of the MoU clauses mentioned above as there is no clause of the MoU which states that the prior approval of the University is required for incurring additional expenditure. Thereafter Executive Engineer, CPWD, Ludhiana division vide its letter no. 54(Arb)./EE-Ludhiana/2063 dated 23.11.2019 (**Annexure-27.45{page 146}**) intimated the University that they have also released the second advance amounting to Rs. 2 Lac to the Arbitrator.

The Executive Engineer, CPWD, Ludhiana division vide its letter no. 54(1219)/EE-Ludhiana/75 dated 13.01.2020 (**Annexure-27.46{page 147}**) has intimated the University that the contractor M/s Pooja Electricals has requested CPWD for the release of Rs. 18 Lacs along with interest. Therefore Executive Engineer, CPWD once again requested the University to release the outstanding amount so that payments could be made to the agencies.

The Executive Engineer, Ludhiana Central Division, CPWD Ludhiana vide his office Letter no. 1221 dated 18.09.2020(**Annexure-27.47{page 148}**) again requested that outstanding amount of Rs. 34.20 lac may be released immediately in Govt. interest to avoid further financial implication & cost of litigation.

The matter was discussed in detail by Building Committee in its 50th Meeting held on 30.12.2020 vide Agenda item



no. BAC: 50:2020:26 and resolved as under (**Annexure-27.48{pages 149-152}**).

"The Committee discussed the matter in detail and unanimously resolved that since the matter has already been referred to MHRD (Now Ministry of Education). Therefore, action for the release of payment to CPWD be taken after the approval of MHRD. However, a reminder in this regard be sent to the Ministry of Education."

As per the direction of Building Committee the reminder was sent to Ministry of Education vide letter no. CUPB/CC/ES/21-22/199 dated 20.07.2021 (**Annexure-27.49{pages 153-154}**) for seeking the advice of Ministry of Education. The response of Ministry of Education is awaited.

Meanwhile, Executive Engineer, CPWD, Division-Ludhiana had sent the Arbitration Award for the subject Work vide his office Letter no- SR-54/Executive Engineer/Ludhiana-2021/1085 dated 14.07.2021 addressed to Honorable Vice Chancellor, CUPB (**Annexure-27.50{pages 155-156}**) submitted the award of Arbitration for Rs. 72,98,537 and informed that the balance final bill payment was made to agency after utilizing balances of CUPB and obtaining Rs. 21.24 lakh from CPWD miscellaneous Public works advances and further requested to deposit an amount of Rs. 94,72,537/- (Rs. 21,74,000/- + Rs. 72,98,537/-).

The summary of the Arbitration award is as under (**Annexure-27.51{pages 157-167}**) :-

Claim no.	Claimed on Account of	Claim Amt. (Rs.)	Award Amt. (Rs.)
1 & 1A	Final Payment of work done	1,88,54,610 + 25,00,692	5,64,258
2	Non-Payment of Minimum Wages	10,19,721	75,982
3	On account of Prolongation of contract	70,88,952	24,07,134
4	Escalation of Material other than Cement and Steel for the extended period	12,42,491	4,03,102
5	Loss of profit due to Reduction in the Quantities of Agreement items	7,89,513	NIL



6	Losses suffered due to providing technical staff during the extended period	Not pressed	NIL
7	Quality control measures, preparation of bills	Not pressed	NIL
8A	Increase in works Contract Tax	9,90,123	NIL
8B	Release of Service Tax	26,30,000	NIL
9	Expenses on Transportation of Technical staff during Extended period	Not pressed	NIL
10	Providing caution Boards, lights, Barriers etc.	Not pressed	NIL
11	Losses suffered due to extended stay of plant and Machinery	Not pressed	NIL
12	Losses suffered due to extended stay of laboratory at site	Not pressed	NIL
13	Undue harassment by the department	Not pressed	NIL
14	Non-co-operative/Non-performing attitude of the department	Not pressed	NIL
15	Tender called illegally by the department at risk and cost of the claimant	21,53,606	16,46,023
16	Damages against fees paid to CA and Sales tax advocate	Not pressed	NIL
17	Damages against cost of samples submitted for approval	50,000	NIL
	TOTAL	Rs. 3,73,19,708/- excluding interest and cost	Rs. 50,96,499/- excluding interest and cost

In addition to the above the contractor claimed Interest pre-suit, pendente lite and future @ 15% p.a. from the due date the amount was due till realization and the Arbitrator has allowed simple interest @10% per Annual.

The details For Award of interest are as under :-

A. Award of Interest on account of delay in payment of final bill (Item no-37.3.2) of **Rs. 8,34,228/-**

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B. Award of Interest on the award made against other claims (Item no- 37.3.3) of **Rs. 10,43,250/-**

C. Award of Interest for Delay in Release of Security deposit amount (Item no- 7.3.4) of **Rs. 74,560/-**

Therefore, the total amount of interest awarded works out to be = **Rs.19,58,514/-**

Claim on amount of costs of Arbitration (item no- 38 Page No-103) = **Rs-2,50,000/-**.

From the above details the total award Amount works out to be = **Rs. 50,96,499/- + Rs. 19,52,038 + Rs. 2,50,000 = Rs. 72,98,537.**

Future interest @12% annual on **Rs. 72,98,537/-** is payable with effect from 30.06.2021 upto the date of payment, however no future interest shall be Payable if the Award amount is paid within three months from the date of award. If the Award amount is not paid within three months from the Date of Award, the future charge shall be paid from the date of award.

Executive Engineer, CPWD had conveyed that Arbitrator has published his award on 30.06.2021 vide letter No-ARB/SRP/234 dated 06.07.2021 (**Annexure-27.52{page 160}**) CPWD has defended the Arbitration case against overall claim of Rs.3,73,19,708/- excluding interest and cost. Further the case regarding acceptance/ challenge of the award was forwarded to the Competent Authority of CPWD.

Further, Executive Engineer CPWD Division Ludhiana vide his office Letter no- SR-54/Executive Engineer/Ludhiana-2021/1176 dated 30.07.2021 (**Annexure-27.53{pages 169-179}**) addressed to Honorable Vice Chancellor, intimated that there were some discrepancies in the award and same have been got corrected from the Arbitrator and the details are as under:-

Claim no.	Claimed on Account of	Claim amount (Rs.)	Award amount (Rs.)
1 & 1A	Final Payment of work done	1,88,54,610 + 25,00,692	3,35,323



2 to 17	Award amount remained same		
	TOTAL	Rs. 3,73,19,708/- excluding interest and cost	Rs. 48,67,112/- excluding interest and cost

From the above details the total revised award amount works out to be = **Rs. 48,67,112/- + Rs. 19,37,464/- + Rs. 2,50,000 = Rs. 70,54,576/-** against previous award amount of Rs. 72,98,537/ .

Executive Engineer, CPWD, Ludhiana has conveyed that future interest @12% annual on Rs. 70,54,576/- is payable with effect from 30.06.2021 upto the date of payment, however no future interest shall be payable if the Award amount is paid within three months from the date of award i.e. 30.06.2021. If the Award amount is not paid within three months from the date of Award i.e. 30.09.2021, the interest charged @12% annual shall be levied from the date of award i.e. 30.06.2021.

Executive Engineer, CPWD-Division Ludhiana vide his office Letter no- SR-54 (Arb)/Executive Engineer-Ludhiana/2021/1357 dated 27.08.2021 **(Annexure-27.54{pages 180-184})** has intimated that Arbitration Award has been accepted by the Competent Authority of CPWD and this award amount is interest bearing and is required to be paid before 30.09.2021.

During the Arbitration, CPWD has released the amount of Rs. 19,53,465/- to M/s Puja Electricals and an amount of Rs. 5,23,318/- to M/s Chiranji Lal & Sons on 17.11.2020 from CPWD miscellaneous Public works advance. As on date an amount of Rs 21,74,000/- is to be paid to CPWD after adjusting the balance funds available with CPWD in CUPB account.

Further, Executive Engineer, CPWD-Division Ludhiana vide his office Letter no- 54 (Arb)/ Executive Engineer-Ludhiana/2021/1413 dated 06.09.2021 **(Annexure-27.55{pages 185-220})** had submitted the brief chronology details of the case.

The MoU between Central University of Punjab and CPWD is enclosed as **(Annexure 27.56{pages 221-224})**



Considering the above, a total claim of Rs. 92,28,576/- (Rs. 70,54,576/- + 21,74,000/-) is raised by CPWD. It is submitted that the award is an interest bearing award with future interest of 12% on award amount of Rs. 70,54,576/-. However, no future interest shall be Payable if the Award amount is paid within three months from the date of award i.e. 30.06.2021. If the Award amount is not paid within three months from the date of Award i.e. upto 30.09.2021, the interest charged @12% annual shall be levied from the date of award i.e. 30.06.2021.

The Executive Engineer, CPWD, Ludhiana division has been requested vide letter no. CUPB/CC/ES/21-22/281 dated 15.09.2021 (**Annexure-27.57{page 225}**) that the learned Arbitrator may be requested to allow additional time of 2 months without levy of interest from the already allowed time upto 30.09.2021 on award amount due to additional time required for discussing this matter in Building Committee, Finance Committee and Executive Council of the University.

Further, it is submitted that legal opinion from Sh. Satya Pal Jain, Additional Solicitor General of India, Punjab and Haryana, has been sought by the University vide letter no. CUPB/E3tt/2020/LO/040 dated 16.09.2021 (**Annexure-27.58{pages 226-244}**) w.r.t. payment for Arbitration Award and balance payment to CPWD. The opinion has been received and is placed as (**Annexure-27.59{pages 245-247}**)

Building Committee of the University vide BC:51:2021:23 unanimously resolved to constitute a Technical Committee for reviewing and comparing the original and revised proposals including its estimates, drawings and details of final completion of the work at site. The details be checked by the Committee after physically verifying the facts at site, jointly with CPWD representatives and submit its report for further consideration of Building Committee within one week. CPWD representative Er. Narinder Singh Kohli, Executive Engineer agreed/consented before Building Committee to provide the required details in person.

Engineering Branch to seek comments of Er. G. S. Sra, Former University Engineer of CUP regarding non-grant of sanction on the revised estimates.

Further, the Building Committee constituted the Technical Committee of the following members:-



	<ol style="list-style-type: none">1. Dr. Bhupinder Pal Singh Dhot, Head of the Dept. Architecture, MRSPTU, Bathinda2. Er. Daljeet Sidhu, Retd. SDE, PWD (D & R)3. Er. Darshan Goyal, SDE, PWD (B&R), Bathinda <p>In addition to the above, the Building Committee in its 51st Meeting held on 29.9.2021, vide item No. BC:51:2021:24 resolved that the payment of Arbitration award amount (including interest) to be paid to CPWD be made from the grant received for Campus Development under Capital Head (35) during FY 2021-22.</p> <p>Comments received from IFD, MOE on the item are as below:</p> <p><i>"Matter may be discussed in detail in the meeting. Further, as matter has already been referred to Ministry of Education, for approval, University may await for the approval of Ministry of Education."</i></p> <p>Comments received from UGC on the item are as below: <i>"Detail request regarding payment of Arbitration Award between CPWD and contractor from the grant received for campus development under Capital Head (35) during the FY 2021-22 may be sent to Ministry of Education."</i></p> <p>During the meeting, members deliberated to have the reply of Ministry of Education, which was awaited.</p> <p><u>RESOLVE:-</u></p> <p>The Finance Committee discussed the matter in detail and unanimously RESOLVED that the university should take up the matter with Ministry of Education to resolve the matter at the earliest.</p>
<p><u>Item.No:FC:27:2021:IV</u></p>	<p><u>Any other business items with the permission of the Chair</u></p> <p>No Table Agenda was presented during the meeting.</p> <p>Comments received from IFD, MOE on the item are as below: <i>"To the extent possible, Table Agenda may be avoided."</i></p> <p>Comments received from UGC on the item are as below: <i>"The, Table item may be avoided."</i></p>



<p><u>Item.No:FC:27:2021:V</u></p> <p>To fix the date of the next meeting of the Finance Committee.</p>	<p>The Finance Committee Authorized the Vice Chancellor as Chairperson to fix the next date meeting of Finance Committee.</p> <p>Comments received from IFD, MOE on the item are as below: "May be discussed in the meeting."</p> <p>UGC has given no comments against this item.</p>
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S/d
(Dr. Anand Thakur)
Finance Officer (Officiating)
& Secretary, Finance Committee

Minutes Approved

S/d
(Prof. Raghavendra P. Tiwari)
Vice Chancellor
& Chairperson, Finance Committee

ACTION TAKEN REPORT (ATR)

On the resolves of 26th Finance Committee Meeting held on 31.05.2021

Annexure- 27.1

Item No.	Decision in Brief	Action Taken
Item.No:FC:26:2021:I(i) To confirm the minutes of the 25 th meeting of the Finance Committee held on 31 st December 2020.	The Finance Committee unanimously RESOLVED to note and confirm the minutes of the 25 th meeting of the Finance Committee held on 31 st December 2020.	NOTED
Item.No:FC:26:2021:I(ii) To note the Action Taken Report (ATR) on decisions of the 25 th meeting of Finance Committee held on 31 st December 2020	The Finance Committee discussed the item in detail and unanimously RESOLVED to note and accept the Action Taken Report (ATR) on the decisions taken by it, in its 25 th meeting held on 31 st December 2020.	NOTED
Item.No:FC:26:2021:I(iii) To note report on the progress of the University by the Vice Chancellor.	The Finance Committee unanimously RESOLVED to note the report of the Vice Chancellor on the progress of the University.	NOTED
Item.No:FC:26:2021:I(iv) To note status of pending Audit Paras.	The Finance Committee discussed each para in detail and unanimously RESOLVED to university will make sincere efforts for settling the pending audit paras.	NOTED
Item.No:FC:26:2021:II(i) The Finance Committee discussed each para in detail and unanimously RESOLVED to university will make sincere efforts for settling the pending audit paras.	The Finance Committee discussed the item in detail and unanimously RESOLVED to ratify the SAR for the year ending 31.03.2020.	NOTED
Item.No:FC:26:2021:II(ii) To ratify the Executive Council resolution to item No. EC:38:2021:SA:25 regarding release of payment to EIL (Rs. 1.50 Crore in Escrow A/c and Rs. 39 Lac approx. towards PMC Fee to EIL)	The Finance Committee discussed the item in detail and unanimously RESOLVED to ratify the Executive Council resolution to item No. EC:38:2021:SA:25 regarding release of payment to EIL (Rs. 1.50 Crore in Escrow A/c and Rs. 39 Lac approx. towards PMC Fee to EIL).	NOTED
Item.No:FC:26:2021:II(iii) To ratify the Budget estimates for the Financial Year 2021-2022	The Finance Committee discussed the item in detail and unanimously RESOLVED to ratify the Budget estimates for the Financial Year 2021-	NOTED

	2022. It was further resolved that University may explore the possibilities for increasing IRG and also for solar power generation in future.	
Item.No:FC:26:2021:II(iv) To ratify the interim recurring Budget Allocation to various departments of University for FY 2021-22	The Finance Committee discussed the item in detail and unanimously RESOLVED to ratify the interim recurring Budget Allocation to various departments of University for FY 2021-22.	NOTED
Item.No:FC:26:2021:III(i) To consider the Annual Financial Statement of Accounts of the University for the Financial Year 2020-2021.	The Finance Committee RESOLVED to APPROVE the Annual Statement of Accounts of the University for the Financial Year 2020-2021 and recommended it to Executive Council approval for facilitating its onward submission to the Office of the Comptroller and Auditor General of India (CAG), Principal Director General Audit (Central), Chandigarh.	The Annual Statement of Accounts were forwarded to CAG. Audit has already been conducted by CAG. SAR is still awaited
Item.No:FC:26:2021:III(ii) To consider and approve the requirement of staff (minimum 22) at Finance Office, CIIPB.	The Finance Committee discussed the item in detail and unanimously RESOLVED that Vice Chancellor may take appropriate decisions regarding adjustment of available staff in the respective department/office for smooth functioning of various sections in the University.	NOTED
Item.No:FC:26:2021:IV(i) To adopt the Financial Advisor Charter in spirit and to approve the proposals related to functioning of Finance office.	The Finance Committee discussed the item in detail and unanimously RESOLVED that: (i) The Finance Officer is a statutory post and Finance Officer/Finance Officer (Incharge/ officiating) shall report directly to the Vice Chancellor. (ii) Finance Officer/Finance Officer (Incharge/ officiating) should be consulted in matters related to the transfer of the officers and staff working in the finance office. (iii) The Files/matters having financial implications should be sent to the Vice-Chancellor after duly obtaining financial concurrence from the Finance Office. (iv) The Finance Officer to keep vigil on the matters having financial implications and bring them to the notice of the Vice-Chancellor and suggest and initiate corrective measures.	Finance office is functioning as per approved item

	<p>(v) In case of APAR, the Finance Officer/ Finance Officer (incharge/officiating) shall be reviewing officer for Group B and C Staff and reporting officer for Group-A Officers working in the Finance Office. The Vice Chancellor shall be the reviewing officer for Group-A officers.</p> <p>(vi) In addition to above, the Finance Officer has to adhere to the statutory provisions of mentioned under clause-7 of the second schedule Central Universities Act, 2009</p>	
<p>Item.No:FC:26:2021:V(i)</p> <p>To fix the date of the next meeting of the Finance Committee.</p>	<p>The Finance Committee Authorized the Vice Chancellor as Chairperson to fix the next meeting of Finance Committee as per need.</p>	
<p>Item.No:FC:26:2021:VI(i)</p> <p>To ratify the communication made to Prof. R.K. Kohli in compliance of MoE letter No. F. No. 50-6/2019-CU.IV dated 15th Jan 2021 regarding interim recovery of excess paid salary.</p>	<p>The Finance Committee RESOLVED to ratify the action taken as mentioned in the agenda above. It further resolved, that the pay fixation of employees of the University should be done in accordance with the extant guidelines / rules of UGC/MoE/Govt. of India and as amended from time to time.</p>	<p>NOTED</p>

Status of Audit Paras

LAR 2013-14	Para-I (Section-A)	Avoidable payment of Service Tax Rs.11.82 lakh	Para stands.
2014-15	Para-1 (Section-A)	Avoidable payment of Service Tax Rs.15.04 lakhs	Para stands.
	Para-2 (Section-A)	Blockade of funds due to non utilization of central assistance received for construction of Hostel for OBC & Girls	Para stands.
	Para-4	Non utilization of funds of project titled "Centre for chemical and pharmaceutical Science for PG Diploma" Rs.51.36 lakhs	Para stands.
LAR 2015 16	Para-1	Irregular grant of house rent allowance at higher rates	Para stands.
	Para-3(a)	Irregular purchase of furniture items Rs.46.91 lakh	Para stands.
2016-17	Para 1 (Section A)	Non availing of discount on the advertisement of Rs.99.75 lakh.	Para stands.
	2 (b)	Non crediting of lapsed deposit Rs. 7.55 lakhs.	Para stands.
	4	Slow progress of work	Para stands.
	5	Non utilization of grant.	Para stands.
	6	Non adjustment of advances of Rs.19.85 lakh.	Para stands.
2017-18	1	Non-deduction of water charges- Rs.94.37 lakh	Para stands
	2	Non deduction of security deposit- Rs.2774.90 lakh	Para stands
	3	Grant of advance increments to technical teacher in contravention of UGC guidelines.	Para stands
	4	Piecemeal purchases of Rs.25.72 lakh	Para stands
	5A	Irregular purchase of consumable DNA sequencer-Rs.11.30 lakh	Para settled
	5B	Irregular purchase of Rs.3.51 lakh.	Para settled
	5C	Irregular purchase of laptop of Rs.0.39 lakh.	Para settled
	6	Advance payment of Rs.5.89 lakh in contravention of GFR rules.	Para settled
	7	Non-compliance of UGC guidelines regarding workload of teachers.	Para settled
	8	Undue benefit to the agency in purchase of furniture-Rs.14.44 lakh.	Para settled
	9	Non-deduction of water charges- Rs.0.68 lakh	Para stands
	10	Non-disposal of unserviceable articles amounting to Rs.0.67 lakh.	Para settled
	11	Non-preparation of contingency bill register in the form of GAR 27.	Para stands
	12	Non-maintenance of stock registers as per GFR 23.	Para settled.

2018-19	Para-1	Non deduction of water charges- Rs. 119.20 lakhs	Replies submitted to Audit Party
	Para-2	Awaiting installation of equipments due to non-availability of space in the rented campus of University resulted in blockade of funds	Replies submitted to Audit Party
	Para-3	Blockade of funds due to non-installation/utilization of equipment- Rs.10.63 lakh	Replies submitted to Audit Party
	Para-4	Avoidable payment of demand surcharge in electricity bills due to non- extension of load-Rs.3.67 lakh	Replies submitted to Audit Party
	Para-5	Irregular payment of inadmissible transport allowance to teaching staff for the whole calendar month covered by vacation/absence-Rs.72,656/-	Replies submitted to Audit Party
	Para-6A	Outstanding rent of Tuck shop with penalty of Rs.31800/- and short receipt of electricity bills of Rs.29405/-	Replies submitted to Audit Party
	Para-6B	Outstanding rent from Bank ATMs	Replies submitted to Audit Party
	Para-6C	Outstanding electricity charges from bank ATM	Replies submitted to Audit Party
	Para-6D	Non- receipt of rent and electricity charges from the contractor of Nescafe rendering services in the premises of University	Replies submitted to Audit Party
	Para-6E	Guest house charges received not matched with receipt book & register	Replies submitted to Audit Party
	Para-7	Non maintenance of Cash Book and non-reconciliation of transactions with statement of Bank accounts	Replies submitted to Audit Party
	Para-8	Irregular operating of multiple bank accounts	Replies submitted to Audit Party
	Para-9	Irregularities In conducting physical verification of store and stock and Non consumables for the year 2017-18 & 2018-19	Replies submitted to Audit Party
	Para-10	Unjustified issue of sports items due to lacking of its supporting documents	Replies submitted to Audit Party
	Para-11	No assessment for purchase of various articles of different departments	Replies submitted to Audit Party
	Para-12	Improper maintenanc of Generator log book	Replies submitted to Audit Party
	Para-13	Non disposal of unserviceable articles	Replies submitted to Audit Party
	Para-14	Irregularities in the maintenance of various records of store-stock of consumable and non-consumable items	Replies submitted to Audit Party

Status of Replies of Audit and Inspection report for the FY 2018-19 submitted to Audit Party

Part-1-Introduction

The Central University was established by the Central Universities Act (No.25 of 2009) under with the objective to disseminate and advance knowledge by providing educational and research facilities in such branches of learning as it may deem fit, to make special provisions for integrated courses in take appropriate measures for promoting innovations in teaching-learning process and interdisciplinary studies and research, to educate and train manpower for the development of the country and to pay special attention to improvement of the social and economic conditions and welfare of the people, their intellectual, academic and cultural development.

Audit of the accounts of Central University of Punjab, Bathinda for the period from April 2018 to March, 2019 was conducted from 22.07.2019 to 09.08.2019 by an audit party headed by Sh. Anand Attri, Assistant Audit Officer and Assisted by Sh. Rakesh Kumar, Auditor (22-07-2019 to 02-08-2019) under the supervision of Sh.R.K.Khichi, Senior Audit Officer (24-07-2019 to 09-08-2019).

The charge of post of the Vice-Chancellor of the University was held by Dr. R.K. Kohli during the period of audit.

The charge of the DDO was held by Prof. Jagdeep Singh, Registrar.

The financial position of the University for the last three years as on 31.03.2019 was as under:-

Year	Budget (Rs. in lakh)	Expenditure (Rs. in Lakh)
2016-17	11100	7231.27
2017-18	6368.76	4211.65
2018-19	7413.92	5223.23

The Internal Audit for the Year 2018-19 has not been conducted.

This is an introductory Para.

Para-1

Non deduction of water charges- Rs. 119.20 lakhs.

Clause 31 of the General Condition of Contract for CPWD Works 2014 provides that the contractor shall make his /their own arrangement for water required for the work and nothing extra will be paid to him /them for the same.

Further Clause 31A of General Conditions of Contract for CPWD Works 2014 provides that water charges at the rate of one percent on the gross amount of the work done shall be levied, if the water is supplied by the department.

Scrutiny of the records of the department for the year 2018-19 revealed that no proof of arrangement of water made by the contractor for execution of works in the main campus was attached with the bills submitted for payment in respect of works as stated below. During the year gross work for Rs. 119,20,04,339/- was executed but the due amount of water charges for Rs. 1,19,20,04,339/- were not deducted at the rate of one percent as envisaged in the rules ibid which was against the above referred clauses.

S No	Name of the work	Original Contract Value	R.A. Bill no and date and amount	Water charges @ 1%
1.	Civil Structural, Electrical HVAC Elevators and Other Developments for Establishment of Main Campus of Central University of Punjab at Bhatinda Phase 1-A works (Date of start 21.07.2015 and Scheduled Date of completion as per contract 20.01.2017) (Bill	Rs.126,78,43,069/-	Rs.119,20,04,339 /- (R.A. 43 dated 29.03.2019)	Rs.1,19,20,043 /-

1. Non deduction of water charges-119.20 lacs:-

Regarding non deduction of water charges from the running bills of contractor for the construction of main campus by M/s KSMB was referred to EIL, PMC for the execution of work. The reply of EIL in this regard of M/s EIL and relevant clause of the contract is enclosed as per Annexure- A & B for kind perusal of audit.

2. Non deduction of security amount from the running bill of the contractor:-

As verbally discussed and conveyed with CAG team that security in the shape of valid Bank guarantee for an amount equivalent to 5% of the contract value was required to be submitted as per contract provisions executed between the contractor and the EIL as per standard practice of EIL. In this regard, the relevant clause of security deposit of the contract agreement is enclosed as Annexure- C.

In view of above, it is requested the above para may be dropped.

	<p>measurement period 01-03-2015 to 01-03-2019).</p>				
<p>Para-2 Awaiting installation of equipments due to non-availability of space in the rented campus of University resulted in blockade of funds.</p>	<p>In this regard information to the following points may please be furnished:-</p> <ol style="list-style-type: none"> 1. If the water is used by the contractor from his own source then name of source with supporting documents may be furnished. 2. If the water is used by the contractor from the sources available in the main campus of the University then name of source of water and permission obtained for using that source from the University and other competent authorities i.e. Ground water authority, water pollution board may be furnished. <p>On being pointed out the Institute stated that facts would be verified and reply will be given in appropriate time. Final reply will be awaited.</p>			<p>Rule 161 of GFR provides that Public procurement procedure should ensure efficiency, economy and accountability in the system To reduce delay, all the possibilities to the last end of procurement process (satisfactory installation of equipment at site) should be assessed before making the requisition of the equipment by the concerned departments.</p> <p>During test check of records of main store-stock and concerned departments for the year 2018-19 it has been noticed that Various types of equipments indented</p>	<p>University was planning to shift to its Main Campus Ghudha in May-June 2019, but due to some unavoidable circumstances the buildings could not be handed over to the University by the construction company. There was also fear of theft & unnecessary wear & tear. The entire material was received at the University City Campus and nothing has been shifted to University Main Campus at Gaudha.</p> <p>Some of the smaller equipment have been got installed by relocation of space The material could</p>

by the different departments were purchased by the University which were received in the main store and issued to the concerned departments for installation. Further, during verification of the stock register/log book of the purchased equipments of the concerned indented departments it has been noticed that some of the equipments are waiting for installation due to lack of proper space. Demo report in support of installation of equipments lying in the respective labs of the concerned departments was just prepared simply to show installation of the equipment for release of full payment or balance payment of the equipment. Thereafter these equipments were again packed and lying unutilized which are waiting for installation due to non-availability of site in the rented campus and shifting to new campus. Some equipments are lying in the respective departments and some are lying in the main campus for installation and some equipments are received in the main store and is under process of issue to the concerned departments. Detail of these equipments waiting for installation are given as under:-

Sr.n o.	Name of department	Name of equipment & purchase order date	Date of receipt of equipment in the department	Price of equipment (Rs.)	Remarks
1	Pharmacy lab	HPTLC 21-04-18	28-07-2018	68,00,000	Not installed due to space problem
2	-do-	HPLC 27-03-19	06-06-19	29,97,512	Not installed due to space problem
3	-do-	CPSNP 11-01-19	14-06-19	43,55,000	Not installed due to space problem
4	Human Genetics	Aggrego meter 18-06-18	Not received	10,62,750	Still lying in main store.

not be put to use by respective departments due to non-availability of space in the concerned labs at the City Campus. The equipments will be installed properly in the concerned labs at Main Campus of the University at Ghudha shortly.
In light of above facts para may please be dropped.

5	MM lab	CHGM M 30-07- 18	22-01-2019	37,47,900	Date of installation not on the record.
6	Physics science	GC-MS 28-09- 18	Not received	20,67,000	Still lying in main store.
7	Geology	Petrolog ical microsc ope-29 nos. &access ories	03-05-19	14,80,320	Not installed due to space problem
8	EVST	Continu ation Ambien t Air Quality Monitor ing Station & accesso ries 20-02- 19	Not received	21,55,050	Not installed due to space problem and lying in main campus at Gudha.
9	Microbiolo gy	Inverted Microsc ope 30-01- 19	01-08-2019	USD 6900	Installation pending due to space problem
10	-do-	Micropl ate Spectro photom eter 20-03- 19	04-06-19	USD 8200	-do-

11	Bio chemistry	Gel Documentation system	01-08-19	USD 530C	-do-
12	CIL lab	NMR Spectrometer	Not clear	USD 677000	Not installed. To be installed at new campus.
13	-do-	YRD Spectrometer	Not clear	Euro 244100	-do-

Due to non-preparation of ground work to ensure the availability of proper site for installation of indented equipments, amount so paid on purchase of such equipments lying in the stores of the respective departments/main stores waiting for installation has been blocked and with the passage of time warranty period to that extent (where demo report for installation of equipment issued) has also been expired without utilization of the equipment.

On being pointed out the Institute stated that installation would be at the earliest. Final reply will be awaited.

Para-3
Blockade of funds due to non-installation/utilization of equipment-Rs.10.63 lakh.

Department of Plant Sciences vide indent dated 03-10-2017 requisitioned for purchase of Plant Growth Chamber for M.sc. and teaching & research purpose. This equipment was urgently required as the department was using this facility from Dr.Sunil Mittal, Centre for EVS&T. Proprietary certificate of such equipment was given by the indenter himself and not by the supplier. Standing Purchase committee on dated 04-10-2017 recommended the purchase of such item through single Tender Enquiry. Purchase order was issued vide no.475 dated 04-06-2018 to the M/s Memmert Gmb H, Germany. As per terms & conditions of purchase order, warranty period was of three years and thereafter AMC cost for the 4th & 5th year worth Rs.25000 (GST extra) was given from the date of installation and date of installation was 14-11-2018. An amount of Rs.10,01,455 on dated 10-01-2019 through RTGS and Rs.61883 on 03-01-2019 was paid invoice no.53 dated 08-11-2018.

It is pertinent form the comments raised that the instrument (Plant growth Chamber) was purchased, installed, demonstration was done and lying packed. But the fact is that plant growth chamber, which was purchased on 04.06.2018 (PO date) and the consignment received on 18.10.2018 in the department. The same was installed on 05.11.2018 and is in use since 15/11/2018.

The amount of Rs. 10,63,338 spent on purchase of Plant growth chamber cannot be considered blocked, the instrument is being regularly used by both research and teaching purpose.

Copy of log book is also attached for reference. (Log book entries attached)

In light of above facts para may be dropped.

<p>Para-4 Avoidable payment of demand surcharge in electricity bills due to non- extension of load- Rs.3.67 lakh.</p>	<p>Further, on verification of log book of such lab. equipment it has been noticed that such equipment after demonstration of installation is lying packed and not still utilized. This equipment has not been installed due to non-availability of adequate space in rented campus of the University and waiting for shifting to main campus. It is mentioned here that the urgent requirement of this equipment was made without assessing the physicality. This resulted in not only blockade of funds of Rs.10,63,338 but also expired the warranty period of equipment to that extent.</p> <p>On being pointed out the Institute stated that facts would be verified and reply will be in appropriate time. Final reply will be awaited.</p>	
	<p>The University had filed online application on dated 26-06-2015 (RID No.15124) with Punjab State Power Corporation Limited (PSPCL) for extension of load from 260 KVA to 1089.20 KVA as per requirement of University. Demand surcharge due to excess consumption of electricity load against sanctioned load was levied in the monthly electricity bills of the university bearing electricity account no. 3002309253&30002944161. The extension of load was pending due to review of the extension of proposed load from 260 KVA to straightway 1089.20 KVA.</p> <p>Registrar on dated 16-05-2016 after discussion of the matter of extension of load with Addl. SE observed that load should not increase 500 KVA and the file may be forwarded to Egg Wing for apply of the load. After this no matter regarding reducing the extension of load to 500KVA as per load capacity available of the PSPCL was taken up with the PSPCL. Consequently the load extension application of 1089.20 KVA remained pending for a long period. Although an amount of Rs.4,95,513/- (Rs.47021 on 04-07-2015, Rs.188082 on 31-08-2015 & Rs.260410 on 23-10-2015) stand already deposited by University with PSPCL but additional charges (demand surcharge) were being continuously levied by PSPCL in the monthly electricity bills of University due to non-extension of load.</p>	<p>The main reason was the fluid situation for shifting of campus to new campus which remained extending due to non-completion of building in main campus. Moreover the changed situation regarding demand surcharge from the month of Sep' 2018 is the result of effort done by this office</p> <p>The Demand surcharge levied by PSPCL in electricity Bills after increasing of load from 260KVA to 499 KVA is due to increase in University load. The load feasibility beyond 500 KVA is not available with PSPCL as per available capacity of PSPCL the previous application was pending due to this reason only.</p> <p>It is also submitted that the additional maximum demand surcharges levied by PSPCL are comparatively on lower side as compared to fixed charges required to be levied by PSPCL in monthly bills for additional load to be got sanctioned from PSPCL above 500 KVA</p> <p>For account No. 30002944161 in the name of Boys Hostel of CUP, the demand surcharges was levied only for the month of Feb'2019. The increase of load above 100KW for this connection is not feasible due to the</p>

Finally this matter was taken up on dated 11-04-2018 with PSPCL to increase the University Load upto 495 KVA as per load capacity available with PSPCL. In response to this PSPCL vide letter dated 23-04-2018 intimated the University to file online fresh application for the load extension from 250 KVA to 495 KVA with deposit of requisite amount. Although the said amount of Rs.4,95,513 was refunded to University account with amount of Rs 232603 on 27-06-2018 & Rs.260410 vide cheque no.891644 dated 08-04-2019 (bank statement may be verified) and increased load to 495 KVA from July 2018 but the additional charges (demand surcharge) were continuously levied in the electricity bills and paid by the University.

Further, it was observed that even after extension of load, demand surcharge was levied in the electricity bills which was irregularly paid by the University.

Detail of demand surcharge paid in the electricity bills is as under:

Electricity bill account no.	Month of electricity bill	Amount of demand surcharge paid (Rs.)	Remarks
3002309253	May 2018	120900	Bill paid
	June 2018	215400	Bill paid
	September 2018	17550	Bill paid
	October 2018	4050	Bill paid
	November 2018	4050	Bill paid
3000294416	February 2019	5250	Bill paid
1			
	Total=	Rs. 3,67,200	

requirements of change of existing transformer provided by PSPCL at University cost. Being a temporary campus this expenditure was not economically feasible for University.

In view of the situation explained above, it is requested that this para may be dropped.

<p>Para-5 Irregular payment of inadmissible transport allowance to teaching staff for the whole calendar month covered vacation/absence- Rs.72,556/-.</p>	<p>It is mentioned here that the long awaited matter was required to be taken up personally through deputing liaison officer with the PSPCL to increase the University load as per load capacity of PSPCL. Had this matter been taken up by the University with PSPCL at earliest, payment of additional charges (demand surcharge) levied in the electricity bills for the period from the year 2015 to the period mentioned above could be avoided.</p> <p>On being pointed out the Institute stated that reply would be sent after verification of facts.</p> <p>Final reply will be awaited.</p>	<p>In response to the memo under reference whereby it has been written to recover the amount from the concerned 19 employees mentioned in memo referred above, you are hereby informed that during 2018-19 Summer Break was from 04th June, 2018 to 1st July 2018 for regular faculty Members. Notification Ref. No. CUPB/CC/COE/17/1196 (attached) dated 08.12.2017 is attached herewith for your information.</p> <p>Even otherwise teachers in majority keep coming to the university for guiding research scholars and conducting their own research. Further, HOD's are expected to attend office regularly even during vacation for tasks assigned during vacations, attending meeting, physical verification, preparation for next semester, and preparing for next session admission etc.</p> <p>Therefore, the vacations did not cover the whole calendar month and Transport Allowance is given as per admissibility to above employees.</p> <p>In view of above, it is requested the above para may be dropped.</p>
<p>Govt. of India, Ministry of Finance, Department of Expenditure vide office memo no.21/5/2017-E.II (B) dated 07-07-2017 implemented the recommendations of the 7th Central Pay Commission relating to grant of Transport Allowance to Central Govt. Employees. As per this order Transport Allowance is admissible to the employees at the rates applicable in the Pay level. As per clause 3 (f) of the said order, transport allowance shall not be admissible to vacation staff when such vacation spell, including all kinds of leave, cover the whole calendar month.</p> <p>During test check of records it has been noticed that during the period from April 2018 to March 2019, vacation period was from 01-06-2018 to 14-07-2018 which covers whole calendar month of June 2018 and therefore as per said order of govt., transport allowance to the teaching staff for the month of June 2018 was not admissible but on verification the salary bills for the month of June 2018 with the attendance sheet generated by computer system of the University it was noticed that 19 nos. of employees (teaching staff) as per detail given below who availed vacation spell for the whole calendar month of June 2018, were paid transport allowance of Rs.72656/- which was not admissible. This needs to be recovered from the concerned under intimation to audit.</p>	<p>Govt. of India, Ministry of Finance, Department of Expenditure vide office memo no.21/5/2017-E.II (B) dated 07-07-2017 implemented the recommendations of the 7th Central Pay Commission relating to grant of Transport Allowance to Central Govt. Employees. As per this order Transport Allowance is admissible to the employees at the rates applicable in the Pay level. As per clause 3 (f) of the said order, transport allowance shall not be admissible to vacation staff when such vacation spell, including all kinds of leave, cover the whole calendar month.</p> <p>During test check of records it has been noticed that during the period from April 2018 to March 2019, vacation period was from 01-06-2018 to 14-07-2018 which covers whole calendar month of June 2018 and therefore as per said order of govt., transport allowance to the teaching staff for the month of June 2018 was not admissible but on verification the salary bills for the month of June 2018 with the attendance sheet generated by computer system of the University it was noticed that 19 nos. of employees (teaching staff) as per detail given below who availed vacation spell for the whole calendar month of June 2018, were paid transport allowance of Rs.72656/- which was not admissible. This needs to be recovered from the concerned under intimation to audit.</p>	<p>In response to the memo under reference whereby it has been written to recover the amount from the concerned 19 employees mentioned in memo referred above, you are hereby informed that during 2018-19 Summer Break was from 04th June, 2018 to 1st July 2018 for regular faculty Members. Notification Ref. No. CUPB/CC/COE/17/1196 (attached) dated 08.12.2017 is attached herewith for your information.</p> <p>Even otherwise teachers in majority keep coming to the university for guiding research scholars and conducting their own research. Further, HOD's are expected to attend office regularly even during vacation for tasks assigned during vacations, attending meeting, physical verification, preparation for next semester, and preparing for next session admission etc.</p> <p>Therefore, the vacations did not cover the whole calendar month and Transport Allowance is given as per admissibility to above employees.</p> <p>In view of above, it is requested the above para may be dropped.</p>

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Sr.N o.	Name of employee	TPA paid	Sr.No	Name of employee	TPA paid
1	Dr. Akank Jain	3824	11	Dr. Kiran Kumari Singh	3824
2	Dr. Alpna Saini	3824	12	Dr. M.S.Dhanya	3824
3	Dr. Anjana Munshi	3824	13	Dr. Mahesh Kulkharia	3824
4	Dr. Rajesh Kumar	3824	14	Dr. Naresh Kumar Singla	3824
5	Dr. Sunil Mittal	3824	15	Dr. Vikas Rathee	3824
6	Dr. Tarun Arora	3824	16	Dr. Krishna Chaitnaya	3824
7	Dr. Zameerpal Kaur	3824	17	Dr. Yogalakshmi K.N.	3824
8	Dr. Aditya Ranjan Kapoor	3824	18	Dr. Chhavi Garg	3824
9	Dr. Harish Chander	3824	19.	Dr. S.K.Bawa	3824
10	Dr. Jainendra Kumar Verma	3824		Total=Rs.	72,656

On being pointed out the Institute stated that summer vacation of faculty was from 04-06-2018 to 01-07-2018 vide notification dated 08-12-2017 and therefore this vacation did not cover the whole calendar month and TPA is given as per admissibility to above employees. Reply is not tenable as attendance statement for the month of June 2018 produced to audit party showed that these employees did not attend the office for whole calendar month of June 2018. It is mentioned here that against para no.7 for the year 2017-18, it was stated that the University has adopted biometric attendance system/cameras at entry gates/attendance by security staff at

<p>entrance gate. These employees were not on duty for the whole calendar month of June 2018 as per attendance maintained by the University. Hence TPA is not admissible. Final reply will be awaited.</p>	<p>Para-6A</p> <p>Outstanding rent of Tuck shop with penalty of Rs.31800/- and short receipt of electricity bills of Rs.29405/-.</p>	<p>A contract for tuck shop services for providing printing/photocopier, stationery, confectioneries, eatables and general utilities items at city campus of the University was awarded to M/s Healthy & Fresh Food Point, Bathinda at the rate of Rs.4000 per month for a period of one year from 11-01-2018 to 10-01-2019 and further extended for another one year on the same terms and conditions of the contract without increasing the rate of rent for another extended one year. For which an agreement was made with the said Contractor. As per clause 47 of the agreement, rent of tuck shop will be paid in advance by 7th of each month, failing which a penalty of Rs.100/- per day will be imposed. Further, as per clause 14 of the agreement, the contractor shall pay electricity charges on commercial rates as charged by the PSPCL Bathinda from the University from time to time and at present it is Rs.8.30 per unit. Accordingly, the University is required to observe these terms & conditions of this contract while receiving the due amount of rent and electricity charges from the said contractor.</p> <p>During test check of records it was noticed that the said contractor of Tuck Shop deposited the monthly rent with delay beyond the due date but no penalty @ Rs.100/- per day was imposed. Further, record in support of receipt of rent of tuck shop for the period from January, 2019 to March, 2019 was not made available to audit for verification. Detail of outstanding rent with penalty due to delayed deposit of monthly rent of Rs.31800/- to be realized from the tuck shop for the said period is as under:</p>	<p>a) In respect of penalty on the delayed payment of rent, a letter has been issued to M/s Healthy and fresh food points, Bathinda vide Letter no - 3716 dated 17.09.2019 and continuous efforts will be made to get the penalty deposited. (Copy of letter attached herewith).</p> <p>b) The firm M/s Healthy and Fresh Food Points, Bathinda has deposited electricity bills of Rs 29405/- vide Receipt No 19844 dated 27.05.2019. (Copy of the receipt is attached herewith).</p> <p>Hence the para may kindly be dropped.</p>
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Month	Date of receipt of rent	Amount of rent (Rs.)	Delay in days	Amount + Penalty due @ Rs.100 per day
July,2018	18-07-2018	4000/-	11 days	1100
September,2018	12-09-2018	4000/-	4 days	400
October,2018	12-10-2018	4000/-	4 days	400
December,2018	28-12-2018	4000/-	20 days	2000
January2019	No record	4000	83 days	12300 (4000+8300)
February 2019	No record	4000	52 days	9200 (4000+5200)
March 2019	No record	4000	24 days	6400 (4000+2400)
			Total=	31,800

Similarly, electricity charges @ Rs.8.30 per unit were to be realized from the said contractor on the basis of actual monthly reading of sub-electricity meter installed in the tuck shop to recoup the monthly expenditure of main electricity bill already met by the University from its own budget but no regular recovery of actual electricity charges on the basis of nos. of units was made.

Further, it was noticed that although monthly reading of sub-meter installed in the tuck shop was made regularly and total reading of 8362 units (16894-8533) was made during the period from 26-03-2018 (8533 reading) to 27-03-2019 (16894 reading) for which an amount of Rs.59405 (8352 units x Rs.8.30 per unit) was to be realized from the said contractor but the contractor paid the amount of electricity charges of Rs. Rs.40,000/- on 02-01-2019 at the end of the term of the contract. Due

to this less amount of Rs.29405 was paid by the contractor. In this regard no matter was perused with the contractor. This point may also be examined before and after of audit period 2018-19 and action taken under intimation to audit.

On being pointed out the Institute stated that reply would be sent after verification of facts. Final reply will be awaited.

Para-6B
Outstanding rent from Bank ATMs.

Central University of Punjab, Bathinda had allowed banks to establish bank ATMs in the premises of the University campus. Before giving permission to banks a contract agreement is required to be made in the interest of the University to avoid any further litigation..

During test check of records it was noticed that ATMs of SBI and PNB had been opened in the premises of University campus for which consolidated amount of rent of ATMs pertaining to previous period was received during the year 2018-19 as per detail mentioned below but the copy of agreement in regard to opening of ATMs of respective banks in the university campus and amount of rent to be realized from respective banks was not made available to audit for verification. In the absence of which due amount of rent of ATM of respective banks to be received along with penalty for delayed deposit of rent and electricity charges on account of consumption of electricity in that ATMs could not be verified. Further, security deposit in lieu of opening of ATMs in the premises of University campus whether obtained or not from the concerned banks could not be verified.

Name of Bank	Period of rent of ATM	Amount of rent due (Rs.)	Amount of rent received and date	Short/not received (Rs.)
SBI	04/ 2014 to 12/ 2017	2,85,000	2,83,362 Dt.06-04-2018	1638

Note-Record of non-recovery of rent from 01/2018 onwards not made available to audit.

University has informed the bank in respect of depositing of Licence Fee for ATM at CU Punjab, Bathinda from April 2018 to till date vide Letter no-1634 dated 07.08.2019.
(Copy of Letter attached herewith).

The response from the bank is still awaited. However matter is being taken up with the Higher Officials of the bank and it will be positively settled.

Hence the para may kindly be dropped.

	<table border="1"> <tr> <td data-bbox="184 1098 220 1394">PNB</td> <td data-bbox="220 1098 346 1394">15-04-2015 to 31-03-2018</td> <td data-bbox="346 1098 472 1394">95,823</td> <td data-bbox="472 1098 598 1394">94500 Dt.11-05-2018</td> <td data-bbox="598 1098 987 1394">1323</td> </tr> <tr> <td colspan="5" data-bbox="184 1394 987 2834"> <p>Note-Record of non-recovery of rent from 04/2018 onwards not made available to audit.</p> <p>Further, copy of ledger account regarding receipt of rent of bank ATMs for the period of 2018-19 and 2019-20 was obtained but no entry in support of rent of ATMs was found therein. This needs to be examined and action may be taken accordingly under intimation to audit.</p> <p>On being pointed out the Institute stated that payment reminders are being sent to the bank for compliance. Final reply will be awaited.</p> </td> </tr> </table>	PNB	15-04-2015 to 31-03-2018	95,823	94500 Dt.11-05-2018	1323	<p>Note-Record of non-recovery of rent from 04/2018 onwards not made available to audit.</p> <p>Further, copy of ledger account regarding receipt of rent of bank ATMs for the period of 2018-19 and 2019-20 was obtained but no entry in support of rent of ATMs was found therein. This needs to be examined and action may be taken accordingly under intimation to audit.</p> <p>On being pointed out the Institute stated that payment reminders are being sent to the bank for compliance. Final reply will be awaited.</p>				
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<p>Para-6C Outstanding electricity charges from bank ATM.</p>	<p>As per provisions contained in GFR, every head of office is required to see that no amount due to govt./office is left outstanding without any sufficient reasons. Efforts should be made to recover the amount due to govt./office.</p> <p>During test check of records of electricity meter reading register it was noticed that ATM of Punjab National Bank is located in the premises of Central University for which new electricity meter was installed wef 09-10-2018 (previous period not on record) and monthly reading of electricity meter so installed in the bank ATM was made and total of which comes 982 units as per detail given below for the period from 10/2018 to 03/2019. Electricity charges were to be realized at the rate at which the University was paying to the electricity department. Electricity charges of Rs.5892/- (@ Rs.6 per unit minimum electricity charges) was required to be realized from the bank but was not done.</p>										
	<p>University has informed the bank in respect of depositing of electricity charges for ATM at CU Punjab, Bathinda from April 2018 to date vide Letter no- 1634 dated 07.08.2019. (Copy of Letter attached herewith)</p> <p>The response from the bank is still awaited. However matter is being taken up with the Higher Officials of the bank and it will be positively settled.</p> <p>Hence the para may kindly be dropped.</p>										

	<table border="1"> <thead> <tr> <th>Month & Year</th> <th>Monthly meter reading (in units)</th> <th>Monthly electricity meter reading (in units)</th> <th>Month & Year</th> <th>Monthly electricity meter reading (in units)</th> </tr> </thead> <tbody> <tr> <td>Prior to 10/2018 not on record</td> <td>-</td> <td>165</td> <td>01/2019</td> <td>165</td> </tr> <tr> <td>10/2018</td> <td>54.4</td> <td>155</td> <td>02/2019</td> <td>155</td> </tr> <tr> <td>11/2018</td> <td>165.6</td> <td>287</td> <td>03/2019</td> <td>287</td> </tr> <tr> <td>12/2018</td> <td>155</td> <td>982 unitsX@6 per unit</td> <td>Total units=</td> <td>982 unitsX@6 per unit</td> </tr> <tr> <td></td> <td></td> <td>Rs. 5892/-</td> <td>Total amount=</td> <td>Rs. 5892/-</td> </tr> </tbody> </table> <p>Further, no entry in ledger account regarding deposit of electricity charges from such ATM either for this audit period or prior to audit period was found. This needs to be looked into and necessary action may be taken.</p> <p>On being pointed out the Institute stated that payment reminders are being sent to the bank for compliance. Final reply will be awaited.</p>	Month & Year	Monthly meter reading (in units)	Monthly electricity meter reading (in units)	Month & Year	Monthly electricity meter reading (in units)	Prior to 10/2018 not on record	-	165	01/2019	165	10/2018	54.4	155	02/2019	155	11/2018	165.6	287	03/2019	287	12/2018	155	982 unitsX@6 per unit	Total units=	982 unitsX@6 per unit			Rs. 5892/-	Total amount=	Rs. 5892/-	
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<p>Para-6D Non- receipt of rent and electricity charges from the contractor of Nescafe rendering services in the premises of University.</p>	<p>As per provisions contained in GFR, every Head of office is required to see that no due to govt./office is left outstanding without any reason and efforts should be made to realize the due amount from the concerned.</p> <p>During test check of records of electricity meter reading register it has been noticed that monthly reading of electricity meter installed for use of the Nescafe was made from 16-11-2018 to 31-03-2019 but electricity charges of Rs.8016/- calculated at the minimum rate of Rs. 5 per unit on account of consumption of total 1336 units by the contractor of Nescafe was not realized. Detail of monthly reading of electricity consumption of Nescafe is as under:</p> <table border="1"> <thead> <tr> <th>Period of meter reading</th> <th>Total units consumed</th> <th>Period of meter reading</th> <th>Total units consumed</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Period of meter reading	Total units consumed	Period of meter reading	Total units consumed					<p>The Contractor of Nescafe outlet has deposited the Rs. 4500/- as rent and Rs. 9420/- as electricity charges from Nov 2018 to Mar 2019. (Copy of online transaction details attached).</p> <p>Para may be dropped in light of action taken.</p>																						
Period of meter reading	Total units consumed	Period of meter reading	Total units consumed																													

	<table border="1"> <tr> <td data-bbox="193 1098 367 1469">16-11-2018 to 05-12-2018</td> <td data-bbox="193 1469 367 1825">234</td> <td data-bbox="193 1825 367 2418">February, 2019</td> <td data-bbox="193 2418 367 2840">305</td> </tr> <tr> <td data-bbox="367 1098 514 1469">06-12-2018 to 27-12-2018</td> <td data-bbox="367 1469 514 1825">246</td> <td data-bbox="367 1825 514 2418">March, 2019</td> <td data-bbox="367 2418 514 2840">423</td> </tr> <tr> <td data-bbox="514 1098 598 1469">January, 2019</td> <td data-bbox="514 1469 598 1825">128</td> <td data-bbox="514 1825 598 2418">Total units=</td> <td data-bbox="514 2418 598 2840">1336 units</td> </tr> <tr> <td data-bbox="598 1098 693 1469"></td> <td data-bbox="598 1469 693 1825"></td> <td data-bbox="598 1825 693 2418">Total amount=</td> <td data-bbox="598 2418 693 2840">1336x6=Rs.8016</td> </tr> </table>	16-11-2018 to 05-12-2018	234	February, 2019	305	06-12-2018 to 27-12-2018	246	March, 2019	423	January, 2019	128	Total units=	1336 units			Total amount=	1336x6=Rs.8016		
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		Total amount=	1336x6=Rs.8016																
	<p>Further, it was noticed that no rent on account of rendering services of Nescafe in the premises of University was realized as per record of ledger account for the year 2018-19 and so far (July, 2019). Agreement of such services of Nescafe made between the Contractor and the University was not made available to audit for verification. In the absence of which amount of rent due and not realized from the said contractor could not be ascertained.</p> <p>Thus amount of rent due and electricity charges on account of rendering services of Nescafe in the premises of University is left outstanding without any reason. This may be looked into and necessary action may be taken.</p> <p>On being pointed out the Institute stated that reply would be sent after verification of facts. Final reply will be awaited.</p>																		
<p>Para-6E Guest house charges received not matched with receipt book & register.</p>	<p>University has a guest house for providing facility to the guests/faculties coming in the campus of the University for various purposes. For stay of persons in the guest house a register recording the detail of persons stayed in the guest house like name of person, period of stayed and receipt number issued of amount issued after vacating the guest house should be properly maintained. Rate of charges to be realized from the persons being stayed in the guest house should be clearly specified.</p>		<p>The observation has been noted for future compliance.</p>																

	<p>During test check of records of guest house charges it was noticed that register for recording the entries of the persons stayed in the guest house was not found maintained prior to 14-08-2018 and register so maintained wef 14-08-2018 was not maintained properly. Due to non-maintenance/improper maintenance of guest house register, charges received from the persons in number of days stayed in the guest house could not be verified. Copy of rate of guest house charges to be taken from the persons being stayed in guest house was called for from estate office and accounts section of University but was not made available to audit for verification. Here it is not understood that in the absence of said copy of rate of guest house charges how the charges are realized from the person being stayed in the guest house. It was observed that in some cases charges are realized at the rate of Rs.500, Rs.300 per day per person and in some cases at fraction rates. Detail of such 13 cases are given in Annexure enclosed. Similar cases of such nature needs to be examined and action taken accordingly.</p> <p>On being pointed out the Institute stated that observation has been noted for future compliance. Final reply will be awaited.</p>	
<p>Para-7 Non-maintenance of Cash Book and non-reconciliation of transactions with statement of Bank accounts</p>	<p>As per Rule 13 of Govt. Accounting (Receipt & Payment) Rules 1983 -</p> <p>(i) Every Drawing and Disbursing Officer (DDO) should maintain a cash book in Form G.A.R.3.</p> <p>(ii) All monetary transactions should be entered in the cash book as soon as they occur and attested by the Head of the Office in token of check.</p>	<p>The entire fee collection/ receipt process of the university is through Digital mode. Since the University is not dealing in cash hence the cash book is not being maintained.</p> <p>The university is using Tally ERP for maintaining accounts. The tally data has been reconciled with bank for F.Y. 2018-19. The Balance Sheet audit for the year has also been conducted.</p> <p>In view of the response above the para may be dropped.</p>

(iii) The cash book should be closed regularly and completely checked. The Head of the Office should verify the totalling of the cash book or have this done by some responsible subordinate other than the writer of the cash book and initial it as correct.

(iv) At the end of each month, Head of the Office should verify the cash balance in the cash book and record a signed and dated certificate to that effect. In regard to any discrepancy noticed therein, the instructions contained in Section V of Chapter 2 of the General Financial Rules, 1963 should be followed.

(v) Entries made in the cash book regarding remittance of receipts to the accredited bank for credit into Government Account should be attested by the Head of Office after verifying them with reference to the bank's receipt recorded on the pay-slips or challans. When the credit appears in the receipt scroll from the bank, the actual date of realisation of the cheque or draft should be indicated by cheque drawing D.D.O.s against the original entry in the cash book so as to keep track of outstanding items.

(vi) An erasure or over-writing of an entry once made in the cash book is strictly prohibited. If a mistake is discovered, it should be corrected by drawing the pen through the incorrect entry and inserting the correct one in red ink between the lines. The Head of Office should initial every such correction and invariably date his initials.

(vii) The cash books should be bound in convenient volumes and their pages machine numbered. Before bringing a cash book into use, the Head of Office or the officer nominated by him under Note 1 should count the number of pages and record a certificate of count on the first page of the cash book.

During test check of records of the office of the Central University of Punjab, Bathinda, it was noticed that no cash book was maintained by the University, neither for the main account or the Project Account of the University. A soft copy of the entries

of vouchers is being maintained in the computer which is not being authenticated or attested by the DDO/ HOD at the close of the month.

Further, it was also observed that the figures appearing in the monthly bank statements of accounts of the University were not being regularly reconciled with the figures/ vouchers maintained by the University. Ledger accounts showing the detail of receipt of period of monthly rent of allotted Tuck shop and bank ATM from the contractors along with specific period were not maintained properly. Only soft copy of the entries of amount of rent received without mentioning their respective period is maintained.

On being pointed out the Institute stated that entire fees collection has been made on digital mode and using Tolly ERP for maintaining accounts. Reply is not tenable as no hard copy of monthly statement of accounts so maintained in Tolly ERP duly authentic by any competent authority after the end of each month is available. Final reply will be awaited.

During test check of records and information supplied by the University for the year 2018-19, it was noticed that 21 nos. of multiple bank accounts are operating. Out of which some bank accounts (11 bank accounts) of similar nature as per detail given below are operating in one or two banks which is irregular. Some bank accounts are not regularly operating. Due to operating of multiple bank accounts of similar nature in one or two bank accounts, proper reconciliation of transactions made in these bank accounts could not be ensured which may lead to the possibility of misappropriation of govt. money.

Sr.N o.	Name of Bank	Account no.	Purpose of account	Ealance lying in the account	Remarks

Para-8
Irregular operating of multiple bank accounts.

University based on the specific needs opens an account with a bank and at times there can be possibilities that the account may have same name. For example- the salary account were earlier with only PNB. During demonetization employees faced hardships hence the need for opening an account with private bank was raised. Once the salary account were opened with HDFC in order to smoothen process of salary credit an account was opened in HDFC.

Memo may please be dropped.

1	HDFC	50100058592507	Academic fee	₹782387	Same account
2	SBI	65107192132	Academic fee	₹0252	Same account
3	HDFC	5010019618595	Salary of staff	₹364755	Same account
4	PNB	34670040008119 1	Salary of staff	₹1748279	Same account
5	ICICI	241601000562	Salary of staff	₹1181	Same account
6	OBC	01482041004978	FDRs	19048	Same account
7	AXIS	918010030354800	FDRs	139249	Same account
8	ICICI	241601000697	FDRs	194064	Same account
9	PNB	346800170000089 8	Debit card	1054	Not regularly used
10	OBC	07301071000405	FLC A/c	₹028122	Same account
11	SBI	65081448240	FLC A/c	46976	Same account

Opening of multiple bank accounts either of similar nature or not used regularly needs to be reviewed and action may be taken accordingly.

On being pointed out the Institute stated that multiple bank accounts have been opened according to needs of the University. Reply is not tenable as multiple

<p>Para-9 Irregularities In conducting physical verification of store and stock and Non consumables for the year 2017-18 & 2018-19.</p>	<p>bank accounts opened of same nature creates difficulty in the reconciliation of financial transactions. Therefore this issue needs to be reviewed and action may be taken accordingly. Final reply will be awaited.</p>	
	<p>As per GFR rule 190, separate accounts shall be kept for (i) Fixed Assets such as plant, machinery, equipment, furniture, fixtures etc. in the Form GFR - 40. (ii) Consumables such as office stationery, chemicals, maintenance spare parts etc. in the Form GFR - 41, and the physical verification of the same is required to be conducted annually.</p> <p>As per rule 192 of GFR, the inventory for store and stock items should be verified at least once in a year and the outcome of the verification recorded in the corresponding register and discrepancies, if any, shall be promptly investigated and brought to the notice of concerned authorities. Physical Verification of consumable and non-consumable items is the process of actual counting, weighing and measuring all items of stock, recording the results and to ensure that material are according to the nomenclature description and specification shown in stock ledgers.</p> <p>The Central University of Punjab, Bathinda vide officer order number CUPB/RO/Estb./2019/Notification/1154 dated 30.04.2019, constituted various committees to conduct annual physical verification of store and stock items of various</p>	<p>The following point wise replies are as under:-</p>

wings/ divisions/ branches of the University by 02.05.2019. In compliance to that orders, members of the respective committees submitted a certificate of doing the physical verification for the year 2017-18 & 2018-19.

During scrutiny of records of the University, the following observations were noticed:

1. No inventory number is marked on furniture, electrical gadgets, computers and other non-consumable items, in the absence of which, physical verification cannot be carried out.
2. As per records/information made available to audit, a list of total number of respective stock items was prepared and handed over to the enlisted officers conducting annual physical verification but such list did not contain the inventory number & location of each item of respective category in the University campus. In the absence of which location of respective item bearing inventory number installed in the earmarked place cannot be verified. The officers, who submitted physical verification, also did not mention the number/ quantity of stock items either referring the stock ledger or any inventory list.

3. In some of the physical verification reports, shortage of items/articles of various types have been pointed out and action on the results of such physical verification is awaited. Some articles are lying in the stores waiting for declaring of condemnation for further disposal.

The physical verification conducted as above did not serve the purpose as mentioned in the rules which tantamount to non-conducting of Physical Verification. Separate committees constituted for separate items such as - i) furniture ii)

1) Marking/ numbering on the University Assets has already been initiated w.e.f. June 2019. The reply of the same para has already been submitted with reply to Audit Memo No.- Ap-02/CUPB-BTD/SAF/2019-20/08 dated 17.07.2019.

2) Before starting of physical verification process, the required lists of inventory were prepared and handed over to all committees constituted for each departments.

3) All the physical verification committees have physical checked the items as the inventory record provided by the Central Stores. They did not find any discrepancy/ excess items during verification. Hence none of the committees have reported any shortage or excess item.

Computers & Peripherals iii) Electricals gadgets iv) Stationery etc. Committee for a specific item should be handed over the lists of all the items along with inventory number and location of each item of specific category for their annual physical verification. Any shortage and malfunctioning should be brought to notice and necessary action taken.

4. Store-stock of such items further scrutinized in audit and noticed that Air-conditions/Computers/Laptops purchased in the University were recorded in the separate registers i.e. Main store register, works register, project register and there is no centralised system to record the purchase of such items first in the main stock register and issue to the concerned indenting authority after earmarking the inventory number of respective items in continuity order. Similarly, Computers/ Laptops were also recorded in the separate registers (Main stock register/project register).

In the absence of such centralised system of recording, number of respective items purchased, location thereof, disposal thereof, transfer of such item from one place to another place cannot be identified and inventory list of such items cannot be prepared. When the inventory report is not available then the physical verification of such items without inventory report is not possible and hence cannot be justified. In the absence of inventory status report of such items, transfer/condemnation of such items may lead to the possibility of mis-appropriation of govt. assets. This needs to be looked into and necessary action may be taken.

There is a need to introduce the centralised system of recording the purchase of said items in the main stock register and then issue to the concerned after earmarking the inventory number of respective item in continuity order with a view to

4) The University has implemented double entry system for maintaining of stock registers at the level of Central Stores as well by Departments/ Sections w.e.f. Nov 2018. The new stock registers as per GFR-2017 are being used to maintain record at the level of Central Stores and department/ Section, Centralized/ Main stock registers are also available.

	<p>update the inventory list of such items and to enable the committee member to verify the present status report of each and every item.</p> <p>Further, the University has issued office note vide no. CUPB/CS/2019-20/35 dated 10-06-2019 regarding approval of format for numbering of fixed assets of the university for the year 2018-19.</p> <p>On being pointed out the Institute stated that compliance regarding marking/numbering on the university assets has already been initiated wef June 2019 which is in progress. Final reply will be awaited.</p>	
<p>Para-10 Unjustified issue of sports items due to lacking of its supporting documents.</p>	<p>Rule 154 of GFR provides that purchase of goods upto the value of Rs.25,000 only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority in the following format "I am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price".</p> <p>During test check of records it was noticed that University organized 7th Annual Sports & Athletic Meet at the sports ground of the University for two days from 19-02-2019 to 20-02-2019 and vide office order dated 13-02-2019 various committee members were assigned the duties for smooth conduct of function. An amount of Rs.1,14,537 was spent on organizing of above sports meet vide cheque no.646516 dt.08-03-2019. Various sports goods of amount not exceeding Rs.25000/-were</p>	<p>The observations of the audit team are noted and corrective measures will be implemented during the upcoming events.</p> <p>The described items were distributed on the 7th Annual Sports and Athletic Meet 2019 by the Chief Guest and Authorities of the University, therefore it is not possible to take signature of each winner. However, from next time we will constitute a committee for finalization of runners up & winners and proceeding of the committee will be recorded.</p> <p>In view of the response above the memo may be dropped.</p>

purchased by the respective committees from the local market and bills of respective items were produced for passing the said amount of bills. It is mentioned that requisite certificate as required in the said provisions of GFR was not found recorded by the respective committee members after purchase of sports items.

Further, purchase of sports items for the above events were although recorded in the sports stock register and shown as issued in full but supporting documents/record in support of issue of such purchased sports items to the earmarked persons were not made available to audit for verification. In the absence of which authenticity of issue of such sports items could not be ascertained in audit. Some examples of such purchased items are as under:

Sr.No	Name of dealer, bill no. & date	Items purchased	Qty purchased	Amount of bill (Rs.)
1	Gupta Sports, Bathinda 844/18-02-2019	Medal-gold Medal-silver Medal-Bronze	135 nos. 135 nos 55 nos. <u>325 nos.</u>	16016.00
2	Gupta Sports, Bathinda 851/19-02-2019	Trophy sets for winners & runners	22 pcs	10054.00
3	Gupta Sports, Bathinda 858/22-02-2019	Trophy	32+20=52 nos.	4176.00
4	Punjab Sports, Bathinda 844/06-03-2019	Track suit	2 nos.	1600.00
5	Punjab Sports, Bathinda 810/18-02-2019	Track suit	1-3+1=5 nos. @300,950,150	5150.00

<p>Para-11</p> <p>No assessment for purchase of various articles of different departments.</p>	<p>On being pointed out the Institute stated that corrective measures would be taken in future. Final reply will be awaited.</p> <p>Rule 148 of General Financial Rules (GFR), 2005, stipulates that "a demand for goods should not be divided into small quantities to make piece meal purchases to avoid the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand". Adhoc planning for spot purchases should be avoided.</p> <p>Further, Rule 21 of GFR, states that "Every Government officer is expected to exercise the same vigilance in respect of expenditure from public moneys generally as a person of ordinary prudence would exercise in respect of expenditure of his own money".</p> <p>During test check of record, it has been observed that upto August, 2018 purchase of consumable items like stationery, register & other misc. items was made after assessing the requirement of respective items from different departments and thereafter no assessment of such consumable items was made which were purchased by the respective departments in piece meal manner. There is no system to assess the need of similar nature of articles from various departments before initiating the purchase process, and purchases were made as and when need raised. Order, if any, regarding piece meal purchase of consumables by the respective departments on their own as and when need felt was not made available to audit for verification.</p> <p>Purchase of the similar nature of articles from various vendors through separate supply orders not only deprives the University of large scale economies but also increase the cost of tendering and other incidental expenses.</p> <p>On being pointed out the Institute stated that the points has been noted for future compliance. Final reply will be awaited.</p>
	<p>(i) University is in the process of purchasing stationery from GEM on bulk basis. Due to space constraints of Central Stores in the transit campus, procurement cannot be made on annual basis. Once we move to the permanent campus, procurement of stationery items on half yearly basis will be initiated.</p> <p>(ii) In addition, with reference to procurement of consumable items (chemicals, plasticware etc) related to externally funded research projects, purchase on an annual basis may not be possible due to Non-Assessment of the requirements which is dependent on individual projects. These purchases will be initiated by Project Investigators (PIs) on need basis and cannot be combined with university purchases.</p> <p>In light of above facts para may be dropped.</p>

**Para-12
Improper maintenance
of Generator log book.**

During test check of records of Generator Log Book 320 KVA DG set-Power station, 125 KVA-Boys Hostel, DG 63 KVA DG set-Power Station of the Central University of Punjab, Bathinda for the year 2018-19, the following irregularities have been noticed:

1. Overwriting/cuttings have been made in the record without attestation making the entries unauthentic.

2. A certificate of physical verification of the fuel tank of diesel of said generators located in different locations by the officer other than the person who is on duty to maintain the record, was not given at the end of each month with view to observe and avoid the possibilities of irregularities.

3. Consumption of diesel of respective loads of generators shown in the concerned log books is not authentic as no certificate regarding average of consumption of diesel of respective loads of generators per hour to be shown has been given in the log book. In the absence of this system average of consumption of diesel of respective log books is varied from month to month. In some cases average has been shown on the higher side which seems to be unjustified. Further it has been noticed that entries recorded in the log book of generator set-125 and generator set-53 have been overwritten/cuttings made. Average shown at the each month is not clear. Detail of monthly average of consumption of diesel shown in the concerned generator log books is as under:

Generator set- 320 (month)	Average shown (litre)	Generator- (Month)	set-125	Average shown (litre)
04/2018	35.17	04/2018		10.14
05/2018	42	05/2018		11.2
06/2018	34.65	06/2018		11.44
07/2018	34.88	07/2018 & 08/2018		18.28
08/2018	33.88	09/2018		17.12
09/2018	38.12	10/2018		Not clear

1) It is brought to the notice of Audit that entries were made by concerned Electrician in the DG Set Log books during operation of DG Set and the concerned electrician have been instructed that in future no overwriting/Cutting be made in the log book of DG Set and for attestation of overwriting/ cutting has been noted for future compliance.

2) The diesel is physically verified during refilling of Diesel in DG Sets by the officers nominated for this purpose and during calculation of average of Diesel consumption by officers other than the person who is on duty to maintain the record are verified from time to time during the month randomly and at the closing of Fin. Year. Audit observation to attest the entries at the end of month have been noted for future compliance.

3) The Consumption of Diesel for running of DG Sets varies with electrical Load so the consumption of DG cannot be uniform in each month because load during working hours of University is high as compared to non-working Hours. Sometime DG Sets are run for Test running only (without no load) and the actual fuel consumption can be varies according to load. As per Kirloskar DG Set Specification (copy enclosed) 125KVA DG Set consumption of diesel per liter per hour is 15.3Ltr at 50% load, 20.2Ltr at 75% load and 27.4Ltr at 100% load respectively and if load is more than 100% fuel consumption can be more than 27.ltr per hour and if load is less than 50% then fuel consumption can be less than 15.3Ltr per hour.

4) In the meeting related to theft of diesel on 08.11.2018, it was decided that:-

	<table border="1"> <tr> <td>10/2018</td> <td>19.43</td> <td>11/2018</td> <td>Not clear</td> </tr> <tr> <td>11/2018</td> <td>23.42</td> <td>12/2018 to 03/2019</td> <td>Not clear</td> </tr> <tr> <td>12/2018</td> <td>30.84</td> <td></td> <td></td> </tr> <tr> <td>01/2019</td> <td>33.21</td> <td></td> <td></td> </tr> <tr> <td>02/2019</td> <td>30.11</td> <td></td> <td></td> </tr> <tr> <td>03/2019</td> <td>27.16</td> <td></td> <td></td> </tr> </table>	10/2018	19.43	11/2018	Not clear	11/2018	23.42	12/2018 to 03/2019	Not clear	12/2018	30.84			01/2019	33.21			02/2019	30.11			03/2019	27.16			
10/2018	19.43	11/2018	Not clear																							
11/2018	23.42	12/2018 to 03/2019	Not clear																							
12/2018	30.84																									
01/2019	33.21																									
02/2019	30.11																									
03/2019	27.16																									
<p>4. As per information made available to audit someone theft 160 ltrs diesel from 125 KVA generator set near boys hostel. In this regard meeting was held on 08-11-2018 for investigation of facts but final outcome of this case was not on the record.</p> <p>On being pointed out the Institute stated that reply would be sent after verification of facts. Final reply will be awaited.</p>																										
<p>Para-13 Non disposal of unserviceable articles.</p>	<p>As per Rule 196 of General Financial Rules (GFR) an item may be declared surplus or obsolete or unserviceable if the same is of no use to the Ministry or Department. The book value, guiding price and reserved price, which will be required while disposing of the surplus goods, should also be worked out. A report of stores for disposal shall be prepared in Form GFR-10 consisting of particulars of stores, quantity/weight, book value/original purchase price condition and year of purchase, mode of disposal, etc.</p> <p>Further, as per laid down policy of Government, articles/items, if are not in use, should be disposed of after departmental procedure to avoid accumulation of such goods and consequential blockage of space and, also, deterioration in value of goods to be disposed of.</p> <p>During test check of records of the Central University of Punjab at Bathinda for the year 2018-19 it was noticed unserviceable/condemned articles (As</p>	<p>a) Standard Operating Procedures (SOPs) has been defined by the concerned department for the operation and fueling of the generator sets installed on the Campus.</p> <p>b) Only minimum required fuel will be kept in generator sets for running duration of 20 to 30 minutes.</p> <p>c) Additional locking arrangement on Fuel Lid as well as panels of generator has been installed by the concerned department.</p> <p>d) All generators sets has been under the surveillance of CCTV cameras.</p> <p>e) All suction pumps (hand operated/motorized) used for transferring fuel has been under the Security and the same has been issued to person by name.</p> <p>In view of the above it is requested that this para may be dropped.</p> <p>The file of unserviceable articles is already under process & is at last stage of approval of competent authority. After approval of C.A. further necessary action will be taken accordingly.</p>																								

	<p>per annexure A, B enclosed) were lying in stores for disposal as on 31 March 2019 but no further action was taken for disposal of such unserviceable items till the date of audit (August 2019).</p> <p>Further, similar point was also raised during audit for the period 2017-18 (para no.10) in which unserviceable/condemned articles of Rs.67500/- were lying in stores for disposal as on 31-03-2018 but no initiation was taken for auction of such obsolete/unserviceable items so far (August 2019). Hence compliance of this para is also awaited.</p> <p>On being pointed out the Institute stated that compliance would be made at the earliest. Final reply will be awaited.</p>	
<p>DR incharge of store department has been duly instructed. A observations and suggestions noted for future compliance. Hence, para may be dropped.</p>	<p>During test check of records of store-stock of main branch and different departments of the university, the following irregularities have been noticed:</p> <p>(1) Improper maintenance of indent book register: Indent book bearing serial numbers is purchased from the market for consumables/non-consumables and is recorded in the indent book register for issue to the different departments. While issuing indent book to the different departments for placing demand of the articles, although numbers (one or two) of indent book issued in recorded in the indent book register but serial number printed on indent books is not recorded. In the absence of which issue of articles against the indent number of respective department could not be verified.</p> <p>(2). Improper maintenance of consumable store-stock issue register: While issuing the articles to the different departments, individuals, indent number bearing serial numbers were not recorded. For example 539 nos. of Pictata paper rims purchased vide bill no.1274 dated 11-07-2018 (recorded in stock register on 30-08-2018) were shown as all issued last on 2012-2018 to different departments/persons without</p>	<p>Para-14 Irregularities in the maintenance of various records of store-stock of consumable and non-consumable items.</p>

mentioning indent serial number. Further, consumable stock items issued to different departments/persons were also not recorded in the sub-stock register being maintained of the respective departments which is necessary to watch the consumption of the same. Next indent is placed before the store without maintaining the record of consumption of received items.

(3). Improper maintenance of Day Receipt Book of non-consumable items: As per practice prevalent in the University, purchased items are first entered in the main security gate and sent to the main store branch. This branch records the purchased items in the Day Receipt Book and then issue to the respective departments for installation of the equipment/ instrument. It has been observed that after installation of equipment/ instrument by the respective departments, report of the same is received in the main store branch and this branch records this event in the main stock register in which no such entry was recorded. This event is not recorded in the Day Receipt Book against the respective equipment/ instrument to watch the installation of such articles. Due to non-existence of such practice it could not be watched how many articles received in the University campus relating to different departments are awaiting for installation due to non-carrying out the ground work by the respective departments before placing an indent for purchase of such costly articles. Further, it has been noticed that such Day Receipt Book was started to maintain w.e.f 01-11-2018 and prior to this there was no system even to watch the receipt of such articles.

(4). Non-recording the date of installation of equipment in the stock register or in the log book: After receipt of equipment in the respective departments, date of installation of the equipment was neither recorded in the stock register/nor in the log book. For example in the physics lab workstations (1) DELL Processing Tower-7920-one of Rs.12,10,993 (2) HP work station-1-7-two of Rs.1,19800 was received and installed but date of installation was not recorded. Further, in the log book date of breakdown of the machinery and its rectification, number of minimum visits made by

the representative was not recorded. AMC bills were passed without satisfying these conditions. For example in the Physics lab AMC bill of R ₹ 14000/- was paid against invoice no.729 dated 26-04-2019 for the period 15-10-2018 to 14-02-2019 without verifying the minimum number of visits made by the representative.

All the above irregularities need to be examined and remedial measures may be taken to avoid such omissions.

On being pointed out the Institute noted for future compliance. Final reply will be awaited.

(5). Non-maintenance of grant register in prescribed form.

As per rule 234 of GFR, register of grants shall be maintained in by the sanctioning authority in the format given in form CFR-21. Columns I to V of the register in this format should be filled simultaneously with the issue of order sanctioning each grant. Utilization certificate issued against each grant should be recorded in the grant register under the initials of the competent authority.

During test check of records it was noticed that the grant register recording the grant received was not maintained in the prescribed form and UCs issued against respective grant was also not recorded in the register in contravention of above provisions.

On being pointed out the Institute stated that this rule does not apply to University as it is not the sanctioning authority. Reply is not tenable as the funds so received from the higher authority are disbursed by the University to various agencies for execution of major works and UC is being sent by the University. Entries regarding issue of UC against respective grants is required to be recorded in the register. Final reply will be awaited.

(6). Improper maintenance of Service Books.

Service Book is a contemporary and permanent record of a person's official career. A service book shall be maintained for each employee who has been appointed substantively or on officiating basis. Rule 257(1) of GFR provides that the service-books of the employees shall be maintained by the Head of the Department where they are posted or working. Entries made in the service book shall be attested by the Head of the Department/ Branch officer as may be authorized in this behalf. Leave accounts in Service Books shall be updated regularly and leave admissible to employee shall be noted under column 'Leave at Credit'.

During test check of service books, it has been observed that Service Books maintained in Office of the Central University of Punjab, Bathinda were not maintained properly. Nomination of employees, Signature of employees in token of annual verification of their service books, Annual increments of the employees recorded in service book without getting the signature of Head of office were not found recorded in the service books of the employees mentioned as per **annexure** enclosed. Similar cases may be examined at your own level.

On being pointed out the Institute stated that reply would be sent after verification of facts. Final reply will be awaited.

Part -III A		Review of old objections.			
LAR 2013-14	Para-1 (Section-A)	Avoidable payment of Service Tax Rs.11.82 lakh	Para stands.		
2014-15	Para-1 (Section-A)	Avoidable payment of Service Tax Rs.15.04 lakhs	Para stands.		
	Para-2 (Section-A)	Blockade of funds due to non utilization of central assistance received for construction of Hostel for OBC & Girls	Para stands.		
	Para-4	Non utilization of funds of project titled "Centre for chemical and pharmaceutical Science for PG Diploma" Rs.51.36 lakhs	Para stands.		
LAR 2015-16	Para-1	Irregular grant of house rent allowance at higher rates	Para stands.		
	Para-3(a)	Irregular purchase of furniture items Rs.46.91 lakh	Para stands.		
2016-17	Para 1 (Section A)	Non availing of discount on the advertisement of Rs.99.75 lakh.	Para stands.		
	2 (b)	Non crediting of lapsed deposit Rs. 7.55 lakhs.	Para stands.		
	4	Slow progress of work	Para stands.		
	5	Non utilization of grant.	Para stands.		
	6	Non adjustment of advances of Rs.19.85 lakh.	Para stands.		
2017-18	1	Non-deduction of water charges- Rs.94.37 lakh	Para stands		
	2	Non-deduction of security deposit- Rs.2774.90 lakh	Para stands		
	3	Grant of advance increments to technical teacher in contravention of UGC guidelines.	Para stands		
	4	Piecemeal purchases of Rs.25.72 lakh.	Para stands		

5A	Irregular purchase of consumable DNA sequencer-Rs.11.30 lakh	Para settled
5B	Irregular purchase of Rs.3.51 lakh.	Para settled
5C	Irregular purchase of laptop of Rs.0.39 lakh.	Para settled
6	Advance payment of Rs.5.39 lakh in contravention of GFR rules	Para settled
7	Non-compliance of UGC guidelines regarding workload of teachers.	Para settled
8	Undue benefit to the agency in purchase of furniture-Rs.14.44 lakh.	Para settled
9	Non-deduction of water charges-Rs.0.68 lakh	Para stands
10	Non-disposal of unserviceable articles amounting to Rs.0.67 lakh.	Para settled
11	Non-preparation of contingency bill register in the form of GAR 27.	Para stands
12	Non-maintenance of stock registers as per GFR 23.	Para settled.

Part-III B: - Non Production of records

1. Register of temporary/contingent advance paid to different persons/agencies, members

for various purposes and adjustment thereof.

Registers, records are being maintained and were shown to Audit Party Yet such comments regarding non production of records is unfortunate. Any shortcomings could have been pointed & necessary corrective action could have been taken.

2. Register of Earnest Money Deposit and security deposit received from various contractors

for execution of various works / supply of articles etc.

3. Register of security money received from students and refund, if any, there against

4. List of security money not claimed ever after vacating the University and kept pending in

the University bank account since the period-year wise.

5. Detail of bank statements of all the bank accounts and consolidated record of FDRs made

with different banks as on 31-03-2019.

6. Stock register regarding receipt of Receipt Books got printed from the market and issued to

the concerned staff of the university for various purposes and received back in stock after use.

7. Fees, fines etc. received from the students of the University through various modes and reconciled statement of such receipts with the banks for the year 2018-19.

Part-III C Persistent Irregularities

Nil

Part-IV Best Practices

The audit party visited the campus of Central University of Punjab, Bathinda and observed that proper cleanliness was maintained in the premises of university campus and time schedule in performing the various activities was adhered.

Part-V Acknowledgement

	<p>Audit acknowledges the co-operation and assistance extended by the Registrar, University of Punjab, Bathinda, its subordinate officers and other associated staff of the University regarding making sitting arrangements for audit party, production of records/information called for in Audit. All the minor irregularities/ points noticed during the course of audit were discussed and settled on the spot. Hence, no separate test audit note was issued.</p>
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ज्ञानं विद्यानं विगुक्तये

डॉ. जितेन्द्र कुमार त्रिपाठी
संयुक्त सचिव

Dr. Jitendra K. Tripathi
Joint Secretary



सत्यमेव जयते

Annexure-27.3
विश्वविद्यालय अनुदान आयोग
University Grants Commission

(शिक्षा मंत्रालय, भारत सरकार)
(Ministry of Education, Govt. of India)

बहादुर शाह जफर मार्ग, नई दिल्ली-110002
Bahadur Shah Zafar Marg, New Delhi-110002
दूरभाष Ph : 011-23239200
E-mail : jitendratrpathi.ugc@nic.in

D.O. No. F.1-3/2021 (CU)

August, 2021

Subject:- Annual Allocation under Capital Assets 35 for the year 2021-22 regarding **25 AUG 2021**

Dear Sir,

In order to finalise the Annual Allocation under Capital Assets for the year 2021-22, UGC constituted a Committee to assess the financial requirement of various central universities under Capital Assets for the financial year 2021-22. Based on the recommendation of the Committee, the approval of the UGC is conveyed under Capital Assets for the year 2021-22 subject to release of funds by the Ministry of Education in respect of Central University of Punjab as per details below:-

(Rs. in lakhs)

S. No.	Name of the Item	Annual Allocation for the year 2021-22 under Capital Assets approved by UGC
1	Books / Journals E-resource (perpetual)	100.00
2	ICT enabled Infrastructure for online learning	150.00
3	Equipment/laboratories	75.00
4	Campus Development	200.00
5	Other Infrastructure including furniture & fixture	125.00
	Total	650.00

1. UGC vide its letter No.F.1-1/2012 (CU) dated 17.09.2016, 25.11.2016 and 2.3.2017 circulated the guidelines for approval of building projects. University may strictly follow the procedure of approval of building projects as per above stated UGC guidelines and send the proposal for construction/renovation/ repairs costing more than Rs.75.00 lakhs to UGC for seeking prior approval of UGC Standing Committee.
2. University may not initiate the work / project i.e. approach road, water pipe line, electric sub-station etc. which are the responsibility of the State Government. In this regard, university may take up the matter with State Government/Central Government/UGC as the case may be.
3. University should follow the General Financial Rules, 2017 as well as instructions of GFR 130 to 141 pertaining to execution of the works.
4. The Central Vigilance Commission (CVC) vide its letter No.011/VGL/014 dated 11th February, 2011 has circulated the instructions on "Transparency in Tendering System" and No.01-11-CTE-SH-100 dated 17.02.2011 regarding "Mobilization - Advance". Therefore, the construction work should strictly be as per General Financial Rules, 2017 and CVC instructions issued from time to time.

5. The MHRD (now MoE) has clearly articulated the guidelines for financial management in Central Universities and procedure has been well laid down in the MHRD letter No.F.61-19/2005-Desk (U) dated 3rd March, 2016. Therefore, university may ensure that the instructions to maintain financial propriety are strictly followed and no deviation from the procedure be allowed.
6. UGC vide its letter No.F.13-2/2017 (CU) dated 27th May, 2017 has sent a letter to all central universities for adoption of General Financial Rules (GFR) 2017. Therefore, university may follow the General Financial Rules, 2017 and take urgent necessary action to amend their manuals of financial procedures to bring them in conformity with GFRs, 2017 and those don't have their own approved manuals on financial procedures may adopt the provisions of GFRs, 2017 and instructions/guideline there under from time to time.
7. University may follow the reservation policy of Govt. of India/UGC for SC/ST/OBC/EWS/PwD in appointment of teaching and non-teaching staff and for reservation in admissions the Central Educational Institutions (Reservation in Admission) Act 2006 and as amended in 2012 may be followed.
8. University may fill up the backlog vacancies for SC/ST/OBC/EWS/PwD at the earliest to fulfil the statutory requirement of Govt. of India.
9. All statutory posts should be filled by appointment through Selection Committee as per UGC Regulations.
10. University may fill up the teaching posts as per UGC Regulations on Minimum Qualification for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018 as amended from time to time and make serious efforts to fill up the teaching posts at the earliest.

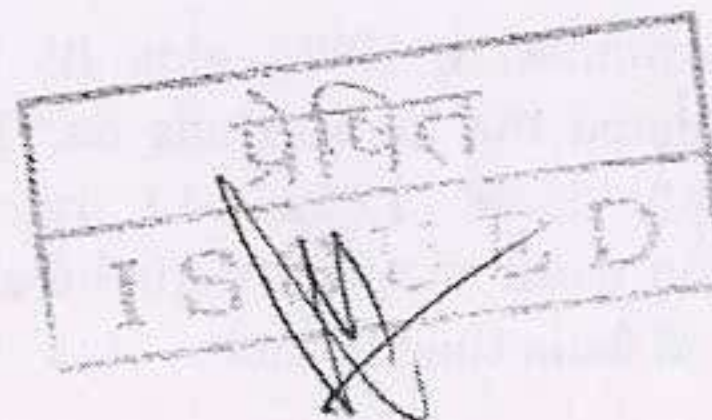
I would like to request you to ensure that the utilization of the grants received by the university shall be submitted to the UGC in time to enable smooth management of funds and to avoid unnecessary audit objections. The release of grant would depend on the pace of expenditure by the University & timely submission of utilization certificate / statement of expenditure.

With warm regards,

Yours sincerely,

(Jitendra K. Tripathi)

Prof. R.P. Tiwari
Vice-Chancellor
Central University of Punjab
D-13, Civil Station,
Bathinda - 151 001
Punjab



24/08/2024



सत्यमेव जयते

F.No. 43-2/2021(CU)

The Finance Officer
Central University of Punjab
City Campus, Mansa Road,
Bathinda 151 001, Punjab

विश्वविद्यालय अनुदान आयोग
University Grants Commission
शिक्षा मंत्रालय, भारत सरकार
(Ministry of Education, Govt. of India)
बहादुरशाह जफर मार्ग नई दिल्ली- 110 002
Bahadurshah Zafar Marg, New Delhi-110002
Phone : 011-23604322

Annexure-27.4



ज्ञान-विज्ञान विमुक्तये

September, 2021

27 SEP 2021

Subject : Approval of Budget Estimates for the year 2021-2022 (B.E. 2021-22) under Recurring Head in respect of Central University of Punjab.

Sir/Madam,

This is to inform you that on the basis of the Budget Estimates 2021-22 (B.E. 2021-22) documents submitted by the University and availability of funds from Govt. of India, the B.E. for the year 2021-22 under Recurring Head has been fixed at Rs.870.00 lakhs for Central University of Punjab. The details of the Budget Estimates for the year 2021-2022 are as under:-

(Rs. in lakhs)

S. No.	HEAD	B.E. APPROVED BY UGC (2021-22)
1.	Pension for the year 2021-22 including Pensionary Benefits namely Contribution to Pension Fund and New Pension Scheme.	310.00
2.	Non-Salary Items for the year 2021-22 *	540.00
3.	Non-NET Fellowships for the year 2021-22.	20.00
4.	UGC Share recommended in B.E. 2021-2022 (1+2+3)	870.00

- * Note: This includes provision of an amount of Rs.42.40 lakh for the scheme namely (i) Travel Grant, (ii) Conference/Seminars/Workshops/Symposia/Short Term Training Programmes, (iii) Publication Grant, (iv) Visiting Professors/Visiting Fellows, (v) Day Care Centre, (vi) Basic Facilities for Women, (vii) Faculty Development Programme (FDP) and (viii) Establishment of Career and Counseling Cell in Universities. The expenditure on each schemes may be incurred strictly as per XII Plan Guidelines of General Development Assistance of Scheme

The university may also take an appropriate action on the following observations:-

1. The Internal Receipts (IR) like sale of prospectus, income on conduct of entrance examinations etc. are part of the Internal Receipts. Therefore, all these internal receipts should be taken into account under overall internal receipts and may not be transferred to any other head.
2. UGC has been allowing the Central Universities to use the Internal Receipts to cover up the shortfall under Non-salary expenditure (Recurring Head) with the approval of the Commission. However, the Central Universities may be advised to make serious efforts to implement the austerity measures to reduce the Recurring expenditure in view of the instructions issued by the GoI /UGC from time to time.
3. (a) Payment of pension and pensionary benefits; (b) Salary and TA/DA etc. paid to consultants appointed under a scheme and (c) Salary / wages paid to contractual staff appointed under a scheme etc. shall be met out of funds provided under object head 31 – Grants in aid – General.
4. The vacancies available against sanctioned non-teaching positions can be filled up by the university under intimation to UGC, if the teaching to non-teaching ratio is less than 1:1.1 as prescribed by Govt. of India.
5. It is advised that university may reduce the staff engaged on contract basis or through outsource agency in order to reduce the expenditure under Recurring head. The university may make the optimum utilization of their resources on engagement of contractual employees.
6. University may incur the expenditure within the allocation as communicated by UGC and the re-appropriation from one head (viz Salary and Recurring items) to other head is not permissible under any circumstances and expenditure may not exceed the allocation / ceiling under each head.
7. University may fill up the teaching posts as per UGC Regulations on Minimum Qualification for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018 and as amended from time to time and make serious efforts to fill up the teaching posts at the earliest.
8. University may strictly follow the University Grants Commission (Minimum Standards and Procedure for award of M.Phil./Ph.D. Degree), Regulations, 2016 and as amended from time to time..
9. University may follow the reservation policy of Govt. of India / UGC for SC/ST/OBC/EWS/PwD in appointment of teaching and non-teaching staff and for reservation in admissions.

10. University may fill up the backlog vacancies for SC/ST/OBC/PwD at the earliest to fulfill the statutory requirement of Govt. of India.
11. University may obtain prior approval of UGC for running the courses through Distance Education otherwise running of these courses would be treated as unapproved.
12. University may not book the expenditure under salary head for those posts which were sanctioned under specific scheme i.e. Centre for Women Studies, Academic Staff College, Centre for Social Exclusion and Inclusion Policy etc. unless and until university has obtained the prior approval of UGC for merger of these posts into regular salary head. The salary expenditure of these schemes may be booked under the specific scheme only.
13. In view of the MoE DO letter No. 61-1/2018-Desk (U) dated 16th June, 2020 and F.20-1/2019-CU.cdn dated 28th January, 2021, the *powers to create teaching and non-teaching posts have not been delegated to either the MoE or the UGC as on date*, therefore, university may approach the Department of Expenditure, Ministry of Finance for creation of new posts, through Ministry of Education.
14. University may maintain a Register of sanctioned posts (teaching and non-teaching) as communicated vide UGC letter No.F.19-15/2001(CU) dated 11th December, 2001.
15. University must ensure timely submission of the Audited Annual Accounts and Annual Reports to Ministry and also ensure the observance of the time schedule for preparation of Annual accounts and their submission to audit authorities.
16. The MHRD (now MoE) has clearly articulated the guidelines for financial management in central universities and procedure has been well laid down in the MHRD (now MoE) letter No.F.61-19/2005-Desk (U) dated 3rd March, 2016. Therefore, university may ensure that the instructions to maintain financial propriety are strictly followed and no deviation from the procedure be allowed.
17. UGC vide its letter No.13-2/2017 (CU) dated 27th May, 2017 has sent a letter to all central universities for adoption of General Financial Rules (GFR) 2017. Therefore, university may strictly follow the General Financial Rules, 2017.
18. The University may take immediate action for its accreditation/re-accreditation by National Assessment & Accreditation Council (NAAC).
19. Universities may be advised not to start the courses under School of Education / Faculty of Education / Department of Education (B.Ed, M.Ed. etc) without prior approval of the NCTE. University may start only those courses under School of Education / Faculty of Education / Department of Education which are approved by UGC and not change the nomenclature of these courses on its own.
20. All interests earned against Grants-in-Aid (other than reimbursement) released to university should be mandatorily remitted to UGC account immediately after finalization of accounts. Any interest earned out of Grants in aid should not be treated as additional funds over and above the allocation.
21. University must ensure that the Institution has implemented the EAT Module. UGC has already instructed the instructions in this regard to all Central Universities vide UGC letter No.F.17-1/2015 (FD-II) dated 26th June, 2018 and subsequently vide UGC letter No.F.9-4/2018 (CU) dated 13th July, 2018. Further, University shall send the EAT report (downloaded from PFMS portal) of their expenditure of grants received from UGC different scheme along with Utilization Certificate duly signed by the Head of the Institution.
22. It has been observed that some of the central universities have hired more persons through outsourcing than the positions approved by UGC. All the Central Universities may be informed that the number of persons appointed against sanctioned number of outsourced positions should not be in excess against the number of positions approved by UGC. If there is any genuine requirement to appoint more persons on outsource basis, University may approach the UGC for sanction of more positions, giving full justification. However, expenditure on manpower through outsourcing in excess of positions sanctioned by UGC will be treated as unapproved expenditure.

Yours faithfully,

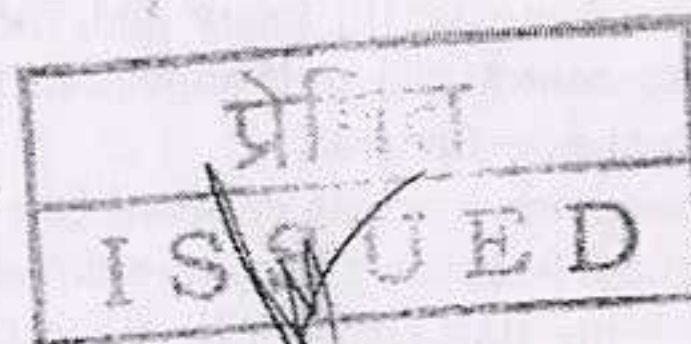
Asajwan

(A S Sajwan)
Under Secretary

Copy to:-

The Registrar
Central University of Punjab
City Campus, Mansa Road,
Bathinda – 151 001, Punjab

F.No.1-2/2021(CU)
F.No.1-8/2021(CU)



Asajwan

(A S Sajwan)

Under Secretary

hg
21/9/2021



सत्यमेव जयते

F.No. 43-1/2021(CU)

The Finance Officer
Central University of Punjab
City Campus, Mansa Road
Bathinda – 151 001, Punjab

विश्वविद्यालय अनुदान आयोग
University Grants Commission
शिक्षा मंत्रालय, भारत सरकार
(Ministry of Education, Govt. of India)
बहादुरशाह जफर मार्ग नई दिल्ली- 110 002
Bahadurshah Zafar Marg, New Delhi-110002
Phone : 011-23604322



ज्ञान-विज्ञान विमुक्तये

September, 2021

27 SEP 2021

Subject : Approval of Budget Estimates for the year 2021-2022 (B.E. 2021-22) under Salary Head in respect of Central University of Punjab.

Sir/Madam,

This is to inform you that on the basis of the Budget Estimates 2021-22 (B.E. 2021-22) documents submitted by the University and availability of funds from Govt. of India, the B.E. for the year 2021-22 under Salary Head has been fixed at Rs.2911.51 lakhs for Central University of Punjab. The details of the Budget Estimates for the year 2021-2022 are as under:-

(Rs. in lakhs)

S. No.	HEAD	B.E. APPROVED BY UGC (2021-22)
1.	Faculty Salary Expenditure for the year 2021-22	2185.00
2.	Non-Faculty Salary Expenditure for the year 2021-22	666.00
3.	Other Components for the items namely Leave encashment, LTC, Children Education Allowance, Retirement Benefit and Medical Reimbursement	60.51
4.	UGC Share recommended in B.E. 2021-2022 (1+2+3)	2911.51

The above allocation of salary grant for the year 2021-2022 is subject to the following conditions:-

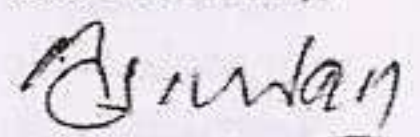
- (A) Grant under OH-36 should be utilised only for payment of salary of regular employees against sanctioned post and retirement benefits of employees and arrears;
- (B) Salary and wages of contractual faculty and non-faculty staff are to be paid from the grant under OH:31 and in no case the grant meant for salary of regular employees under OH:36 is utilized for this purpose.

The university may also take an appropriate action on the following observations:-

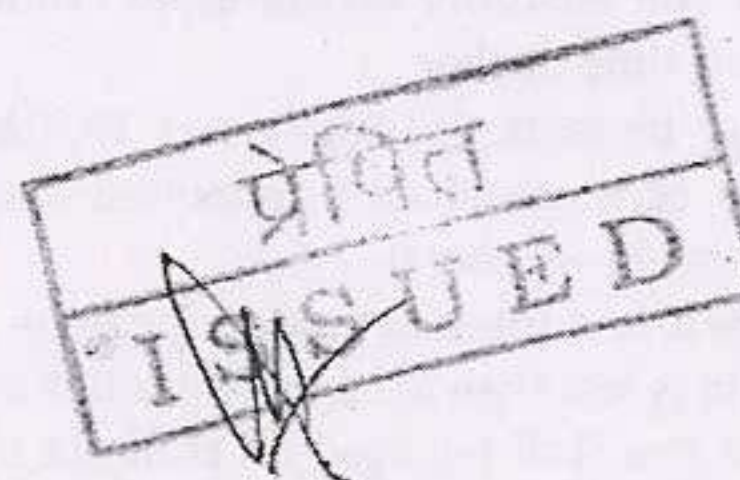
1. The Internal Receipts (IR) like sale of prospectus, income on conduct of entrance examinations etc. are part of the Internal Receipts. Therefore, all these internal receipts should be taken into account under overall internal receipts and may not be transferred to any other head.
2. UGC has been allowing the Central Universities to use the Internal Receipts to cover up the shortfall under Non-salary expenditure (Recurring Head) with the approval of the Commission. However, the Central Universities may be advised to make serious efforts to implement the austerity measures to reduce the Recurring expenditure in view of the instructions issued by the GoI /UGC from time to time.
3. (a) Payment of pension and pensionary benefits; (b) Salary and TA/DA etc. paid to consultants appointed under a scheme and (c) Salary / wages paid to contractual staff appointed under a scheme etc. shall be met out of funds provided under object head 31 – Grants in aid – General.
4. The vacancies available against sanctioned non-teaching positions can be filled up by the university under intimation to UGC, if the teaching to non-teaching ratio is less than 1:1.1 as prescribed by Govt. of India.
5. It is advised that university may reduce the staff engaged on contract basis or through outsource agency in order to reduce the expenditure under Recurring head. The university may make the optimum utilization of their resources on engagement of contractual employees.
6. University may incur the expenditure within the allocation as communicated by UGC and the re-appropriation from one head (viz Salary and Recurring items) to other head is not permissible under any circumstances and expenditure may not exceed the allocation / ceiling under each head.
7. University may fill up the teaching posts as per UGC Regulations on Minimum Qualification for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018 and as amended from time to time and make serious efforts to fill up the teaching posts at the earliest.

8. University may strictly follow the University Grants Commission (Minimum Standards and Procedure for award of M.Phil./Ph.D. Degree), Regulations, 2016 and as amended from time to time..
9. University may follow the reservation policy of Govt. of India / UGC for SC/ST/OBC/EWS/PwD in appointment of teaching and non-teaching staff and for reservation in admissions.
10. University may fill up the backlog vacancies for SC/ST/OBC/PwD at the earliest to fulfill the statutory requirement of Govt. of India.
11. University may obtain prior approval of UGC for running the courses through Distance Education otherwise running of these courses would be treated as unapproved.
12. University may not book the expenditure under salary head for those posts which were sanctioned under specific scheme i.e. Centre for Women Studies, Academic Staff College, Centre for Social Exclusion and Inclusion Policy etc. unless and until university has obtained the prior approval of UGC for merger of these posts into regular salary head. The salary expenditure of these schemes may be booked under the specific scheme only.
13. In view of the MoE DO letter No. 61-1/2018-Desk (U) dated 10th June, 2020 and F.20 1/2019 CU.cdn dated 28th January, 2021, the **powers to create teaching and non-teaching posts have not been delegated to either the MoE or the UGC as on date**, therefore, university may approach the Department of Expenditure, Ministry of Finance for creation of new posts, through Ministry of Education.
14. University may maintain a Register of sanctioned posts (teaching and non-teaching) as communicated vide UGC letter No.F.19-15/2001(CU) dated 11th December, 2001.
15. University must ensure timely submission of the Audited Annual Accounts and Annual Reports to Ministry and also ensure the observance of the time schedule for preparation of Annual accounts and their submission to audit authorities.
16. The MHRD (now MoE) has clearly articulated the guidelines for financial management in central universities and procedure has been well laid down in the MHRD (now MoE) letter No.F.61-19/2005-Desk (U) dated 3rd March, 2016. Therefore, university may ensure that the instructions to maintain financial propriety are strictly followed and no deviation from the procedure be allowed.
17. UGC vide its letter No.13-2/2017 (CU) dated 27th May, 2017 has sent a letter to all central universities for adoption of General Financial Rules (GFR) 2017. Therefore, university may strictly follow the General Financial Rules, 2017.
18. The University may take immediate action for its accreditation/re-accreditation by National Assessment & Accreditation Council (NAAC).
19. Universities may be advised not to start the courses under School of Education / Faculty of Education / Department of Education (B.Ed, M.Ed. etc) without prior approval of the NCTE. University may start only those courses under School of Education / Faculty of Education / Department of Education which are approved by UGC and not change the nomenclature of these courses on its own.
20. All interests earned against Grants-in-Aid (other than reimbursement) released to university should be mandatorily remitted to UGC account immediately after finalization of accounts. Any Interest earned out of Grants in aid should not be treated as additional funds over and above the allocation.
21. University must ensure that the Institution has implemented the EAT Module. UGC has already instructed the instructions in this regard to all Central Universities vide UGC letter No.F.17-1/2015 (FD-II) dated 26th June, 2018 and subsequently vide UGC letter No.F.9-4/2018 (CU) dated 13th July, 2018. Further, University shall send the EAT report (downloaded from PFMS portal) of their expenditure of grants received from UGC different scheme along with Utilization Certificate duly signed by the Head of the Institution.
22. It has been observed that some of the central universities have hired more persons through outsourcing than the positions approved by UGC. All the Central Universities may be informed that the number of persons appointed against sanctioned number of outsourced positions should not be in excess against the number of positions approved by UGC. If there is any genuine requirement to appoint more persons on outsource basis, University may approach the UGC for sanction of more positions, giving full justification. However, expenditure on manpower through outsourcing in excess of positions sanctioned by UGC will be treated as unapproved expenditure.

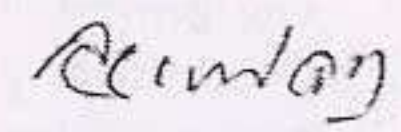
Yours faithfully,

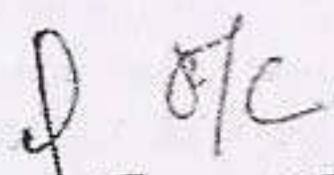

(A S Sajwan)
Under Secretary

Copy to:-
The Registrar
Central University of Punjab
City Campus, Mansa Road,
Bathinda – 151 001, Punjab



F.No.1-1/2021(CU)
F.No.1-6/2021(CU)


(A S Sajwan)
Under Secretary


24/9/2021



ज्ञान-विज्ञान विमुक्तये

डॉ. जितेन्द्र कुमार त्रिपाठी
संयुक्त सचिव

Dr. Jitendra K. Tripathi
Joint Secretary



सत्यमेव जयते

Annexure-27.6

विश्वविद्यालय अनुदान आयोग
University Grants Commission

(शिक्षा मंत्रालय, भारत सरकार)
(Ministry of Education, Govt. of India)

बहादुर शाह जफर मार्ग, नई दिल्ली-110002
Bahadur Shah Zafar Marg, New Delhi-110002
दूरभाष Ph : 011-23239200
E-mail : jitendratripathi.ugc@nic.in

D.O. No. F.1-3/2021 (CU)

August, 2021

Subject:- Annual Allocation under Capital Assets-35 for the year 2021-22 regarding ~~2021-22~~ **25 AUG 2021**

Dear Sir,

In order to finalise the Annual Allocation under Capital Assets for the year 2021-22, UGC constituted a Committee to assess the financial requirement of various central universities under Capital Assets for the financial year 2021-22. Based on the recommendation of the Committee, the approval of the UGC is conveyed under Capital Assets for the year 2021-22 subject to release of funds by the Ministry of Education in respect of Central University of Punjab as per details below:-

(Rs. in lakhs)

S. No.	Name of the Item	Annual Allocation for the year 2021-22 under Capital Assets approved by UGC
1	Books / Journals E-resource (perpetual)	100.00
2	ICT enabled Infrastructure for online learning	150.00
3	Equipment/laboratories	75.00
4	Campus Development	200.00
5	Other Infrastructure including furnituro & fixture	125.00
	Total	650.00

1. UGC vide its letter No.F.1-1/2012 (CU) dated 17.09.2016, 25.11.2016 and 2.3.2017 circulated the guidelines for approval of building projects. University may strictly follow the procedure of approval of building projects as per above stated UGC guidelines and send the proposal for construction/renovation/ repairs costing more than Rs.75.00 lakhs to UGC for seeking prior approval of UGC Standing Committee.
2. University may not initiate the work / project i.e. approach road, water pipe line, electric sub-station etc. which are the responsibility of the State Government. In this regard, university may take up the matter with State Government/Central Government/UGC as the case may be.
3. University should follow the General Financial Rules, 2017 as well as instructions of GFR 130 to 141 pertaining to execution of the works.
4. The Central Vigilance Commission (CVC) vide its letter No.011/VGL/014 dated 11th February, 2011 has circulated the instructions on "Transparency in Tendering System" and No.01-11-CTE-SH-100 dated 17.02.2011 regarding "Mobilization - Advance". Therefore, the construction work should strictly be as per General Financial Rules, 2017 and CVC instructions issued from time to time.

5. The MHRD (now MoE) has clearly articulated the guidelines for financial management in Central Universities and procedure has been well laid down in the MHRD letter No.F.61-19/2005-Desk (U) dated 3rd March, 2016. Therefore, university may ensure that the instructions to maintain financial propriety are strictly followed and no deviation from the procedure be allowed.
6. UGC vide its letter No.F.13-2/2017 (CU) dated 27th May, 2017 has sent a letter to all central universities for adoption of General Financial Rules (GFR) 2017. Therefore, university may follow the General Financial Rules, 2017 and take urgent necessary action to amend their manuals of financial procedures to bring them in conformity with GFRs, 2017 and those don't have their own approved manuals on financial procedures may adopt the provisions of GFRs. 2017 and instructions/guideline there under from time to time.
7. University may follow the reservation policy of Govt. of India/UGC for SC/ST/OBC/EWS/PwD in appointment of teaching and non-teaching staff and for reservation in admissions the Central Educational Institutions (Reservation in Admission) Act 2006 and as amended in 2012 may be followed.
8. University may fill up the backlog vacancies for SC/ST/OBC/EWS/PwD at the earliest to fulfil the statutory requirement of Govt. of India.
9. All statutory posts should be filled by appointment through Selection Committee as per UGC Regulations.
10. University may fill up the teaching posts as per UGC Regulations on Minimum Qualification for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018 as amended from time to time and make serious efforts to fill up the teaching posts at the earliest.

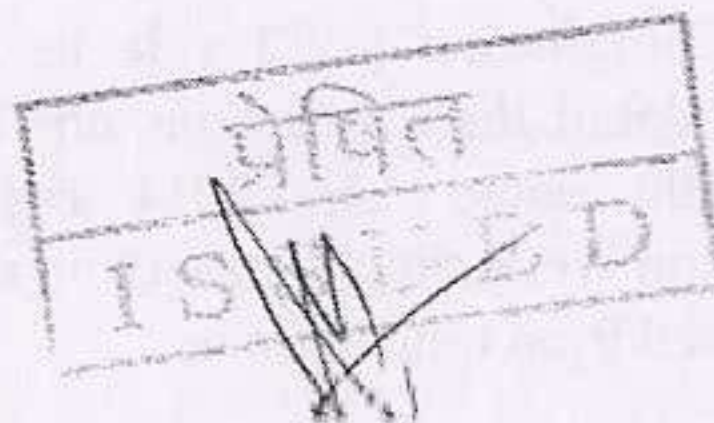
I would like to request you to ensure that the utilization of the grants received by the university shall be submitted to the UGC in time to enable smooth management of funds and to avoid unnecessary audit objections. The release of grant would depend on the pace of expenditure by the University & timely submission of utilization certificate / statement of expenditure.

With warm regards,

Yours sincerely,

(Jitendra K. Tripathi)

Prof. R.P. Tiwari
Vice-Chancellor
Central University of Punjab
D-13, Civil Station,
Bathinda - 151 001
Punjab



24/10/2024



पंजाब केन्द्रीय विश्वविद्यालय

Annexure-27.7

संसदीय अधिनियम 25 (2009) के द्वारा स्थापित

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

Ref. No.: CUPB/CC/ES/21-22/143

Dated: 11/06/2021

To

Mr. Anil Sharma
General Manager (F & A)
o/o The Liquidator, The Bathinda Integrated Coop.
Spinning Mills Ltd., S.C.O. No. 22, Sector – 17E
Chandigarh – 160017

Subject: Vacation of the Bathinda Integrated Coop. Society campus at Mansa Road Bathinda taken on lease by Central University of Punjab.

Reference: Your office letter no. Spinfed/05/2021-22 dated 31.05.2021.

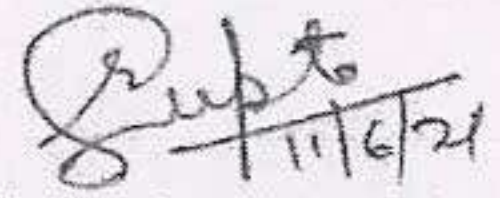
Dear Sir,

It is intimated that the premises has been vacated and some balance material is being shifted to main campus of University which may take few days only. The vacant possession of premises may be taken on or before 30.06.2021. For clearance of the dues, approval for extension of lease deed upto 30.06.2021 may be provided so that the balance rent will be paid by the University after adjusting the security amount already available with M/s BACOSPIN.

It is further intimated that the claim of M/s BACOSPIN that temporary construction is illegal, it is informed that as per clause no. 6 of Lease Deed, M/s BACOSPIN has authorized the University for addition/alteration/modification and accordingly the same was executed by the University. However, it is appreciated that BECOSPIN is not perusing the matter at this early stage of vacation of leased buildings.

The matter may be treated as urgent.

Yours Sincerely,


Executive Engineer

Copy to:

1. Vice Chancellor Secretariat: For information to the Hon'ble Vice Chancellor.
2. PA to Registrar: For information to the Registrar.
3. Finance Officer – For information.

307

O/O THE LIQUIDATOR, THE BHATINDA INTEGRATED COOP.
SPINNING MILLS LTD. S.C.O. NO.22, SECTOR-17-E,
CHANDIGARH.

Annexure-27.8

Ref. No. Spinfed/Bacospin/ 10 /2021-22

Dated.10.06.21

To

Executive Engineer,,
Central University of Punjab,
Bhatinda.

Sub:- Renewal of lease deed.

Sir,

This has reference to your letter No.CUPB/CC/ES/21-22/143 dated 11.06.21 on the subject cited above. The Govt. has agreed to extend the lease agreement upto 30.06.2021 . You are requested to a prepare a fresh agreement on the previous terms and conditions .

Thanking you,

Yours faithfully,



(Anil Sharma)
General Manager Finance.



सत्यमेव जयते

F.No. 43-2/2021(CU)

The Finance Officer
Central University of Punjab
City Campus, Mansa Road,
Bathinda – 151 001, Punjab

विश्वविद्यालय अनुदान आयोग
University Grants Commission
शिक्षा मंत्रालय, भारत सरकार
(Ministry of Education, Govt. of India)
बहादुरशाह जफर मार्ग नई दिल्ली- 110 002
Bahadurshah Zafar Marg, New Delhi-110002
Phone : 011-23604322

Annexure-27.9



ज्ञान-विज्ञान विमुक्तये

September, 2021

27 SEP 2021

Subject : Approval of Budget Estimates for the year 2021-2022 (B.E. 2021-22) under Recurring Head in respect of Central University of Punjab.

Sir/Madam,

This is to inform you that on the basis of the Budget Estimates 2021-22 (B.E. 2021-22) documents submitted by the University and availability of funds from Govt. of India, the B.E. for the year 2021-22 under Recurring Head has been fixed at Rs.870.00 lakhs for Central University of Punjab. The details of the Budget Estimates for the year 2021-2022 are as under:-

(Rs. in lakhs)

S. No.	HEAD	B.E. APPROVED BY UGC (2021-22)
1.	Pension for the year 2021-22 including Pensionary Benefits namely Contribution to Pension Fund and New Pension Scheme.	310.00
2.	Non-Salary Items for the year 2021-22 *	540.00
3.	Non-NET Fellowships for the year 2021-22.	20.00
4.	UGC Share recommended in B.E. 2021-2022 (1+2+3)	870.00

- * Note: This includes provision of an amount of Rs.42.40 lakh for the scheme namely (i) Travel Grant, (ii) Conference/Seminars/Workshops/Symposia/Short Term Training Programmes, (iii) Publication Grant, (iv) Visiting Professors/Visiting Fellows, (v) Day Care Centre, (vi) Basic Facilities for Women, (vii) Faculty Development Programme (FDP) and (viii) Establishment of Career and Counseling Cell in Universities. The expenditure on each schemes may be incurred strictly as per XII Plan Guidelines of General Development Assistance of Scheme

The university may also take an appropriate action on the following observations:-

1. The Internal Receipts (IR) like sale of prospectus, income on conduct of entrance examinations etc. are part of the Internal Receipts. Therefore, all these internal receipts should be taken into account under overall internal receipts and may not be transferred to any other head.
2. UGC has been allowing the Central Universities to use the Internal Receipts to cover up the shortfall under Non-salary expenditure (Recurring Head) with the approval of the Commission. However, the Central Universities may be advised to make serious efforts to implement the austerity measures to reduce the Recurring expenditure in view of the instructions issued by the GoI /UGC from time to time.
3. (a) Payment of pension and pensionary benefits; (b) Salary and TA/DA etc. paid to consultants appointed under a scheme and (c) Salary / wages paid to contractual staff appointed under a scheme etc. shall be met out of funds provided under object head 31 – Grants in aid – General.
4. The vacancies available against sanctioned non-teaching positions can be filled up by the university under intimation to UGC, if the teaching to non-teaching ratio is less than 1:1.1 as prescribed by Govt. of India.
5. It is advised that university may reduce the staff engaged on contract basis or through outsource agency in order to reduce the expenditure under Recurring head. The university may make the optimum utilization of their resources on engagement of contractual employees.
6. University may incur the expenditure within the allocation as communicated by UGC and the re-appropriation from one head (viz Salary and Recurring items) to other head is not permissible under any circumstances and expenditure may not exceed the allocation / ceiling under each head.
7. University may fill up the teaching posts as per UGC Regulations on Minimum Qualification for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018 and as amended from time to time and make serious efforts to fill up the teaching posts at the earliest.
8. University may strictly follow the University Grants Commission (Minimum Standards and Procedure for award of M.Phil./Ph.D. Degree), Regulations, 2016 and as amended from time to time..
9. University may follow the reservation policy of Govt. of India / UGC for SC/ST/OBC/EWS/PwD in appointment of teaching and non-teaching staff and for reservation in admissions.

10. University may fill up the backlog vacancies for SC/ST/OBC/PwD at the earliest to fulfill the statutory requirement of Govt. of India.
11. University may obtain prior approval of UGC for running the courses through Distance Education otherwise running of these courses would be treated as unapproved.
12. University may not book the expenditure under salary head for those posts which were sanctioned under specific scheme i.e. Centre for Women Studies, Academic Staff College, Centre for Social Exclusion and Inclusion Policy etc. unless and until university has obtained the prior approval of UGC for merger of these posts into regular salary head. The salary expenditure of these schemes may be booked under the specific scheme only.
13. In view of the MoE DO letter No. 61-1/2018-Desk (U) dated 16th June, 2020 and F.20-1/2019-CU.cdn dated 28th January, 2021, the *powers to create teaching and non-teaching posts have not been delegated to either the MoE or the UGC as on date*, therefore, university may approach the Department of Expenditure, Ministry of Finance for creation of new posts, through Ministry of Education.
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Yours faithfully,

Ajwan

(A S Sajwan)

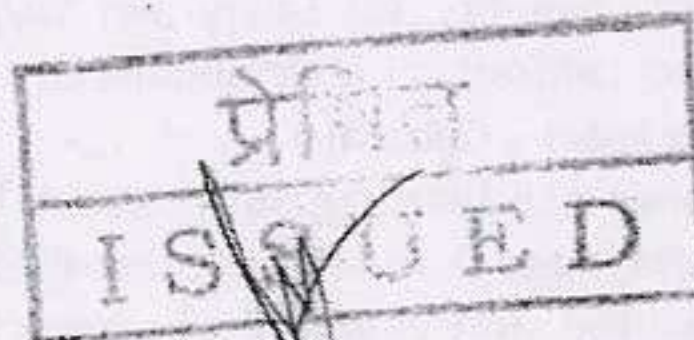
Under Secretary

Copy to:-

The Registrar
Central University of Punjab
City Campus, Mansa Road,
Bathinda - 151 001, Punjab

F.No.1-2/2021(CU)

F.No.1-6/2221(CU)



Ajwan

(A S Sajwan)

Under Secretary

hg
21/9/2021



सत्यमेव जयते

F.No. 43-1/2021(CU)

The Finance Officer
Central University of Punjab
City Campus, Mansa Road
Bathinda - 151 001, Punjab

विश्वविद्यालय अनुदान आयोग
University Grants Commission
शिक्षा मंत्रालय, भारत सरकार
(Ministry of Education, Govt. of India)
बहादुरशाह जफर मार्ग नई दिल्ली- 110 002
Bahadurshah Zafar Marg, New Delhi-110002
Phone : 011-23604322



ज्ञान-विज्ञान विमुक्तये

September, 2021

27 SEP 2021

Subject : Approval of Budget Estimates for the year 2021-2022 (B.E. 2021-22) under Salary Head in respect of Central University of Punjab.

Sir/Madam,

This is to inform you that on the basis of the Budget Estimates 2021-22 (B.E. 2021-22) documents submitted by the University and availability of funds from Govt. of India, the B.E. for the year 2021-22 under Salary Head has been fixed at Rs.2911.51 lakhs for Central University of Punjab. The details of the Budget Estimates for the year 2021-2022 are as under:-

(Rs. in lakhs)

S. No.	HEAD	B.E. APPROVED BY UGC (2021-22)
1.	Faculty Salary Expenditure for the year 2021-22	2185.00
2.	Non-Faculty Salary Expenditure for the year 2021-22	666.00
3.	Other Components for the items namely Leave encashment, LTC, Children Education Allowance, Retirement Benefit and Medical Reimbursement	60.51
4.	UGC Share recommended in B.E. 2021-2022 (1+2+3)	2911.51

The above allocation of salary grant for the year 2021-2022 is subject to the following conditions:-

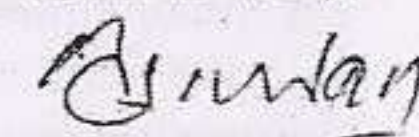
- (A) Grant under OH-36 should be utilised only for payment of salary of regular employees against sanctioned post and retirement benefits of employees and arrears:
- (B) Salary and wages of contractual faculty and non-faculty staff are to be paid from the grant under OH:31 and in no case the grant meant for salary of regular employees under OH:36 is utilized for this purpose.

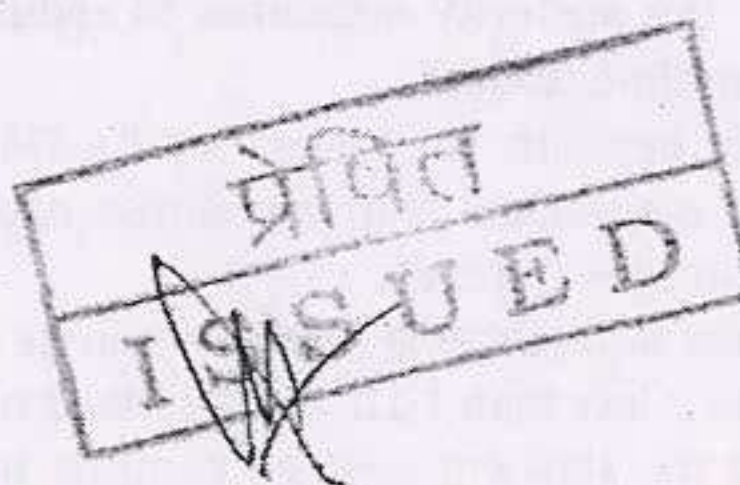
The university may also take an appropriate action on the following observations:-

1. The Internal Receipts (IR) like sale of prospectus, income on conduct of entrance examinations etc. are part of the Internal Receipts. Therefore, all these internal receipts should be taken into account under overall internal receipts and may not be transferred to any other head.
2. UGC has been allowing the Central Universities to use the Internal Receipts to cover up the shortfall under Non-salary expenditure (Recurring Head) with the approval of the Commission. However, the Central Universities may be advised to make serious efforts to implement the austerity measures to reduce the Recurring expenditure in view of the instructions issued by the GoI /UGC from time to time.
3. (a) Payment of pension and pensionary benefits; (b) Salary and TA/DA etc. paid to consultants appointed under a scheme and (c) Salary / wages paid to contractual staff appointed under a scheme etc. shall be met out of funds provided under object head 31 - Grants in aid - General.
4. The vacancies available against sanctioned non-teaching positions can be filled up by the university under intimation to UGC, if the teaching to non-teaching ratio is less than 1:1.1 as prescribed by Govt. of India.
5. It is advised that university may reduce the staff engaged on contract basis or through outsource agency in order to reduce the expenditure under Recurring head. The university may make the optimum utilization of their resources on engagement of contractual employees.
6. University may incur the expenditure within the allocation as communicated by UGC and the re-appropriation from one head (viz Salary and Recurring items) to other head is not permissible under any circumstances and expenditure may not exceed the allocation / ceiling under each head.
7. University may fill up the teaching posts as per UGC Regulations on Minimum Qualification for Appointment of Teachers and other Academic Staff in Universities and Colleges and Measures for the Maintenance of Standards in Higher Education, 2018 and as amended from time to time and make serious efforts to fill up the teaching posts at the earliest.

8. University may strictly follow the University Grants Commission (Minimum Standards and Procedure for award of M.Phil./Ph.D. Degree), Regulations, 2016 and as amended from time to time..
9. University may follow the reservation policy of Govt. of India / UGC for SC/ST/OBC/EWS/PwD in appointment of teaching and non-teaching staff and for reservation in admissions.
10. University may fill up the backlog vacancies for SC/ST/OBC/PwD at the earliest to fulfill the statutory requirement of Govt. of India.
11. University may obtain prior approval of UGC for running the courses through Distance Education otherwise running of these courses would be treated as unapproved.
12. University may not book the expenditure under salary head for those posts which were sanctioned under specific scheme i.e. Centre for Women Studies, Academic Staff College, Centre for Social Exclusion and Inclusion Policy etc. unless and until university has obtained the prior approval of UGC for merger of these posts into regular salary head. The salary expenditure of these schemes may be booked under the specific scheme only.
13. In view of the MoE DO letter No. 61-1/2018-Desk (U) dated 16th June, 2020 and F.20-1/2019-CU.cdn dated 28th January, 2021, the powers to create teaching and non-teaching posts have not been delegated to either the MoE or the UGC as on date, therefore, university may approach the Department of Expenditure, Ministry of Finance for creation of new posts, through Ministry of Education.
14. University may maintain a Register of sanctioned posts (teaching and non-teaching) as communicated vide UGC letter No.F.19-15/2001(CU) dated 11th December, 2001.
15. University must ensure timely submission of the Audited Annual Accounts and Annual Reports to Ministry and also ensure the observance of the time schedule for preparation of Annual accounts and their submission to audit authorities.
16. The MHRD (now MoE) has clearly articulated the guidelines for financial management in central universities and procedure has been well laid down in the MHRD (now MoE) letter No.F.61-19/2005-Desk (U) dated 3rd March, 2016. Therefore, university may ensure that the instructions to maintain financial propriety are strictly followed and no deviation from the procedure be allowed.
17. UGC vide its letter No.13-2/2017 (CU) dated 27th May, 2017 has sent a letter to all central universities for adoption of General Financial Rules (GFR) 2017. Therefore, university may strictly follow the General Financial Rules, 2017.
18. The University may take immediate action for its accreditation/re-accreditation by National Assessment & Accreditation Council (NAAC).
19. Universities may be advised not to start the courses under School of Education / Faculty of Education / Department of Education (B.Ed, M.Ed. etc) without prior approval of the NCTE. University may start only those courses under School of Education / Faculty of Education / Department of Education which are approved by UGC and not change the nomenclature of these courses on its own
20. All interests earned against Grants-in-Aid (other than reimbursement) released to university should be mandatorily remitted to UGC account immediately after finalization of accounts. Any interest earned out of Grants in aid should not be treated as additional funds over and above the allocation.
21. University must ensure that the Institution has implemented the EAT Module. UGC has already instructed the instructions in this regard to all Central Universities vide UGC letter No.F.17-1/2015 (FD-II) dated 26th June, 2018 and subsequently vide UGC letter No.F.9-4/2018 (CU) dated 13th July, 2018. Further, University shall send the EAT report (downloaded from PFMS portal) of their expenditure of grants received from UGC different scheme along with Utilization Certificate duly signed by the Head of the Institution.
22. It has been observed that some of the central universities have hired more persons through outsourcing than the positions approved by UGC. All the Central Universities may be informed that the number of persons appointed against sanctioned number of outsourced positions should not be in excess against the number of positions approved by UGC. If there is any genuine requirement to appoint more persons on outsource basis, University may approach the UGC for sanction of more positions, giving full justification. However, expenditure on manpower through outsourcing in excess of positions sanctioned by UGC will be treated as unapproved expenditure.

Yours faithfully,


(A S Sajwan)
Under Secretary

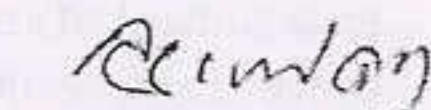


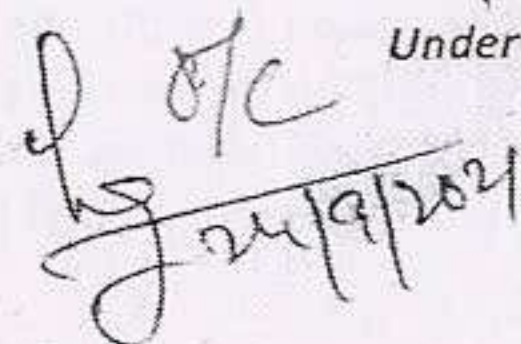
Copy to:-
The Registrar
Central University of Punjab
City Campus, Mansa Road,
Bathinda - 151 001, Punjab

F.No.1-1/2021(CU)

F.No.1-6/2021(CU)

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(A S Sajwan)
Under Secretary


24/9/2021

SANCTION MEMORANDUM

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

To,
THE REGISTRAR,
CENTRAL UNIVERSITY OF PUNJAB,
CITY CAMPUS, MANSA ROAD,
BATHINDA - 151001
PUNJAB

Dear Sir,

SUB: YOUR PROPOSAL FOR A TERM LOAN OF Rs. 108.06 CRORES/-.

We are pleased to inform you that HEFA Board vide its orders dated 30.06.2021, has accorded approval for your Term Loan proposal of Rs.108.06 Crores on the following terms and conditions:

Nature of Facility	Term Loan - Window III														
Amount	Rs. 108.06 Crores (Rupees One Hundred and Eight Crores & Six Lakhs Only)														
Purpose	a.) To complete the construction of following projects in Phase 1: <table border="1"> <tr> <td>1.</td> <td>One Academic Block</td> </tr> <tr> <td>2.</td> <td>4 Nos. of Hostels + 1 Transit Hostel</td> </tr> <tr> <td>3.</td> <td>Staff Quarters (90)</td> </tr> <tr> <td>4.</td> <td>Guest House</td> </tr> <tr> <td>5.</td> <td>Amenities buildings</td> </tr> </table> b.) For Construction of new projects (8000 sqm) and a normal playfield in Phase 1 as follows: <table border="1"> <tr> <td>1.</td> <td>One Administrative Block</td> </tr> <tr> <td>2.</td> <td>Library</td> </tr> </table>	1.	One Academic Block	2.	4 Nos. of Hostels + 1 Transit Hostel	3.	Staff Quarters (90)	4.	Guest House	5.	Amenities buildings	1.	One Administrative Block	2.	Library
1.	One Academic Block														
2.	4 Nos. of Hostels + 1 Transit Hostel														
3.	Staff Quarters (90)														
4.	Guest House														
5.	Amenities buildings														
1.	One Administrative Block														
2.	Library														
Project Cost	Rs. 108.06 Crores (Rupees One Hundred and Eight Crores & Six Lakhs Only)														
Margin	Nil														
Security	Primary: Nil Collateral: Charge on the following to the extent of our Loan amount / outstanding dues: <ol style="list-style-type: none"> 1. Fee Receivables Account 2. Grants Receivables Account 3. Escrow Bank 3 Receivables Accounts 														
Interest															
Applicable/Proposed	7.50% p.a. (Rate of interest as advised by the Board based on Circular Resolution no. 15/2020-21 dated 23.04.2021), subject to revision, from time to time as per the directions of the HEFA Board.														
Reset of ROI	Next reset shall be due on 01.04.2022 and every year thereafter on the said date. The ROI may also be reset any time before the said date as per the directions of the HEFA Board.														

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Repayment	<p>Principal: Repayable In 20 half yearly Instalments of Rs. 5.403 Crores each. (Repayment to commence at 6 Months from the date of first disbursement and subsequent instalments to be repaid every 6 months thereafter).</p> <p>Interest: Interest is charged to the loan account at monthly rests on compounded basis. However, interest accrued at the end of the calendar quarter (i.e. March, June, September and December) has to be repaid within 30 days from the completion of the quarter.</p>
Scheduled Project completion date.	18 to 24 months from the date of commencement of projects.
Validity of Sanction	<p>One Year (However, University has to execute the loan documents within 45 days from the date of sanction letter. In case, no part of loan is availed within the validity period of sanction, the sanction shall lapse)</p>
Disbursement:	<p>Directly to Vendor/Agency</p> <p>Conditions: All disbursements from the loan shall be made directly to CPWD / contractor / Vendor/ Implementing Agency / Project monitoring consultant (PMC) against production of bills / certificate. Loan amount shall be released in stages based on the progress of work and submission of monthly expenditure statement certified by the Executive Engineer, CPWD / Implementing Agency.</p> <p>Disbursements are permitted at the request of the institution, in cases where advance payments have to be made to CPWD / Contractors as per the MOU signed by the institution with CPWD/Contractors against submission of copy of MOU and demand notice.</p>
Upfront fee	Nil
Documentation charges	Nil
Commitment Charges	Nil
Annual Review Charges	Nil
Stamp Duty on Documentation	Actuals to be paid by the university

OTHER CONDITIONS:

1. **University to submit an undertaking for the following,**
 - a. University shall submit a copy of MoU/agreements between the University and PMC. University shall inform exact timelines based on the MoU/Contract agreement to HEFA and MOE.



REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

- b. University shall submit the detailed implementation schedule along with start date and completion date. Timelines of the implementation schedule may be linked with first disbursement date of HEFA loan for effective monitoring.
 - c. University shall ensure that all statutory approvals applicable at current stage of implementation are in place.
 - d. Any deviation in the project scope or the project timeline shall be reported to MOE and necessary approval from MOE as per relevant guidelines shall be obtained for the same and submitted to HEFA. Exact timelines as prepared by EPC Contractor shall be furnished to HEFA & MOE upon finalisation.
 - e. University shall inform MOE about the deviation in constructed area vs approved area and obtain approval from the MOE for the same. Copy of such approval shall be submitted to HEFA.
 - f. University shall ensure obtaining approval / permission from competent authority for the power supply and water supply.
 - g. University shall ensure that the approved building plan for the proposed projects is in line with MOE approval. Any deviation shall be informed to MOE.
 - h. University shall ensure submission of progress report / completion certificate in respect of the already completed projects from the PMC and also ensure that the same is in line with MOE approval of the Academic block, boys hostel, girls hostel and transit hostel.
 - i. University shall ensure obtaining necessary permission from Pollution Control Board, as the consent to establish the projects provided by Pollution Control Board to the university has expired.
 - j. University shall ensure obtaining all the required statutory approvals / clearances and comply with all the terms & conditions stipulated in such approvals.
 - k. University shall ensure submission of proper monitoring plan, periodic Physical Progress Report from executing agency along with minutes of the project monitoring committee of the university.
2. **University to execute the loan documents within 45 days from the date of sanction conveying letter.**
 3. **The Escrow Arrangement shall be as under,**
 - a. The existing main "Fee Receivables" Account of the borrower Institution shall be treated as **Escrow Account No. 1** and the corresponding bank shall be **Escrow Bank 1**.
 - b. The existing "Grants Receivable" Account of the Borrower Institution shall be treated as **Escrow Account No. 2** and corresponding bank shall be **Escrow Bank 2**.
 - c. The Institution shall open two more escrow accounts i.e., **Principal Repayment Account (Escrow Account 3)** and **Interest Repayment Account (Escrow Account 4)** with **Canara Bank (Escrow Bank 3)**.

RFF: SAN/CIIP/138/2021-22

DATE: 07-07-2021

- d. The University falls under **Window 3** of RISE by 2022 scheme, wherein they have to repay 10% of the principal portion from their internal resources and receive grants for the balance principal portion.

Therefore, **on the date of disbursement**, upon intimation from HEFA, Escrow Bank 1 shall debit "Fee Receivables" Account of the university to the extent of Rs.54.03 Lakhs and Escrow Bank 2 shall debit "Grants Receivables" Account of the university to the extent of Rs.4.8627 Crores, thereby, aggregating to Rs. 5.403 Crores (being half yearly installment) and similar amounts every 6 months thereafter in the same manner, till closure of the loan account and remit the amount to Principal Repayment Account maintained with Canara Bank (Escrow Bank 3).

- e. The Escrowed amount to be received in Principal Repayment Account with Canara Bank shall be first invested in short term fixed deposits as per borrower's instruction, till the period to coincide with the due dates of half yearly term loan instalment and then transferred to HEFA's account on due dates by Canara Bank as advised by HEFA. This amount so received in HEFA's account will be appropriated towards instalment due in respect of loan account(s) by HEFA.
- f. As interest obligation is fully serviced out of grants released by MOE, upon receipt of demand notice from HEFA, Escrow Bank 2 shall debit the quarterly interest amount (being the interest debited monthly to the loan account during the calendar quarter i.e., March, June, September and December quarters) to "Grants Receivables Account" before 10th of April, July, October and January months every year, and in any case within 30 days from the closure of quarter, and transfer to Interest Repayment Account maintained with Canara Bank (Escrow Bank 3). Such amount shall be transferred to HEFA's account immediately but not later than 2 working days. This Amount will be appropriated towards interest due by HEFA. **Penal interest at 2% shall be charged after 30th of the succeeding month (i.e. April, July, October and January months) for the period of delay in payment of interest.**
4. University shall ensure that the Grants will be provided by MOE for servicing 90% of the Principal portion and complete servicing of Interest towards the proposed loan, as the same falls under Window 3.
5. University to furnish details such as Accounts Numbers of Escrow 1 (Fee Receivables Account), Escrow 2 (Grants Receivables Account), Escrow 3 (Principal Repayment Account), Escrow 4 (Interest Repayment Account) and name of the Bank/Branch, where the accounts are maintained.
6. University to ensure that the contractor entrusted with the work is having good track record in implementing projects of this scale and related General Financial Rules (GFR), Govt. of India and Central Vigilance Commission. Govt. of India guidelines are followed while awarding works to the contractor.
7. University to ensure that all the necessary approvals/clearances are obtained at the appropriate time and terms and conditions stipulated in the approvals complied with.
8. University to submit tender documents, work orders, related agreements on finalization of the same. University to submit a copy of letter of award issued to the executing agency, Agreement/Contract for updating the Project Cost.

University to ensure obtaining all contracts/ agreements/ clearances/ timely approvals (internal & external) of the proposed projects from statutory bodies.



REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

10. Any deviation in the project scope or the project timeline to be reported to HEFA and approval by MoE as per relevant guidelines for the same may be submitted. Exact timelines as prepared by EPC Contractor may be furnished to HEFA & MoE upon finalisation.
11. University to submit quarterly Physical Progress Report through PMS portal of HEFA. Further, disbursement requests shall be submitted by the institute via our website www.hcfa.co.in.
12. The responsibility of carrying out due diligence before issuing a request for release of funds lies with the university. It shall be the responsibility of the University to ensure that the process laid down in their Statutes and the guidelines issued by the Government are followed scrupulously.
13. Disbursement from the loan shall be made directly to CPWD/Vendor/Executing Agency, as per their demand notice. Loan amount shall be released in stages based on the progress of work. Following documents/papers should be submitted for each disbursement:
 - i) Request letter signed by the Director/Registrar.
 - ii) Demand Notice/Bill of the PMC/Contractor.
 - iii) Copy of the Internal Approvals permitting payment of the Bill.
 - iv) Progress Report submitted by PMC along with the expenditure statement.
 - v) Recent Photographs of the Project indicating the progress.
 - vi) In case of payment of bills under LC:
 - a) Request from the University signed by the Director/Registrar.
 - b) Copy of LC
 - c) Confirmation from the Bank that documents under the LC are in order and strictly in compliance of LC terms.
 - d) Demand from LC opening bank for payment specifying the amount and account number to which the remittance has to be made.
14. In cases, where advance payments have to be made to CPWD/Vendor/Executing Agency/Contractors as per the MOU signed by the institution with CPWD/Vendor/Executing Agency/Contractors, disbursements are permitted at the request of the institution, against submission of copy of MOU along with demand notice issued by the Executing Agency/Contractors.
15. Amount spent by the institution on the sanctioned project prior/after the approval by SFC / EFC / Cabinet may also be reimbursed to the institution on submission of evidencing documents and original bills certified by Chartered Accountant, subject to these costs / expenses forming part of the project cost approved by the MoE.
16. During review of the project (from time to time), if it is found that the project is not being implemented as per the laid down plans, the Board may take a decision to stop further funding. The University shall abide by the decision of the Board in this regard.
17. Insurance cover for Theft, Burglary and Fire to be obtained for all equipment, machinery etc, proposed to be purchased out of HEFA finance. The policy shall be assigned in favour of HEFA, wherever applicable.
18. Inspection by HEFA will be carried out as and when deemed necessary.

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

19. The applicable stamp duty expenses in connection with execution of documents for the proposed loan shall be borne by the University.

REMARKS:

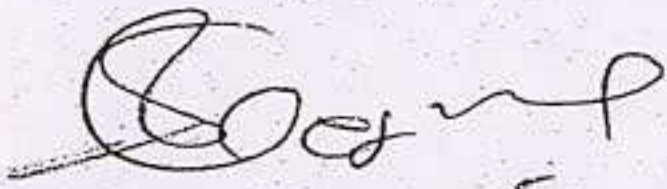
The disbursement under this sanction is subject to:

- Availability of funds.

Please return the duplicate copy of this sanction letter duly signed by the authorized signatories, for having accepted all the terms and conditions contained herein.

"As per the Orders of the Board of Directors dated 30.06.2021"

Yours faithfully,



**SUNIL DUTT VERMA
SENIOR EXECUTIVE VICE PRESIDENT**



Copy to:

The Bureau Head – CENTRAL UNIVERSITIES
Department of Higher Education,
Ministry of Education, Govt. of India,
Shastri Bhavan,
New Delhi.

Item: BC: 51:2021:21

To discuss and approve the draft proposal and tender for executing the work of Covered Car Parking facility for the users of Academic Block, Transit Building, Guest House and for the residential area in the Central University of Punjab, Bathinda.

NOTE

It is submitted that Rs.200 Lakhs under the Campus Development Head were allocated to the University for FY 2021-22 and out that, Rs.108.5 Lakhs are proposed to be spent for the Construction of Covered Car Parking facility near Academic Block, Transit Building, Guest House and Residences, as recommended by the committee constituted for making recommendations w.r.t. utilization of funds under Campus Development Head.

In view of the above, the details of work proposed to be executed for making parking facility, were worked out (**Annexure-51.21, Page no. 212 to 214**)and accordingly a detailed estimate of cost, based on Punjab CSR-2020 rates has been prepared. The provisions made are detailed as under:

- A. 10mm thick multi-layer polycarbonate roof sheet (matching shade of adjacent Buildings)
- B. Mild steel framed structure.
- C. Pavement for approach pathways (driveways inside parking areas) - interlocking concrete paver blocks and concrete kerb stones.
- D. For covered car parking areas – grass paver blocks
- E. Planned capacity for Academic Block: 76 cars (covered) and 28 cars (open)
- F. Planned capacity for Transit Building and Guest House: 20 cars (covered), existing pavement and other parking facilities shall be utilized.
- G. Planned capacity for Residential Area: 40 cars (covered)
- H. Provision of Rain Water Collection of parking area of Academic Block for utilizing the same in Horticulture works.

As per details of the estimate (**Annexure-51.21.1, Page no. 215 to 227**), the tentative cost for providing covered parking shed for total 136 cars and open parking space for 28 more cars, as per Punjab CSR-2020 rates, works out to be **Rs.1,07,71,805/-** including taxes and contingencies @3%. However, as the item for Concrete Grass Pavers is not available in CSR-2020, a detailed Non-Scheduled Item based on market rate including taxes and applicable carriage, has been framed for the purpose of estimation. In view of conservation of environment and natural resources, the parking sheds have been planned to collect rain water in a tank and which can be utilized for horticulture works in adjoining areas. The excess water from collection tank will be recharged to ground water by using existing water recharge pits by water harvesting system.

A draft tender document for the above, as per existing works being executed has also been prepared and submitted to the committee. The above proposal has been prepared based on standard engineering practices. However, the structural design of supporting structure of typical parking area will be got done from any reputed Govt. institute by the contractor and provision for the same has been kept in the scope of work of contractor. If approved, the bids shall be invited through open tendering process on CPP Portal.

Further, it is submitted that the above work will require proper monitoring and continuous supervision during execution, by an experienced Engineer equivalent to a Junior Engineer. If considered and allowed, the supervising Engineer would be hired through existing outsourcing agency and would be paid from the contingencies of this work.

The matter is placed before Building Committee for consideration and approval of the tender document for executing the work of Covered Car Parking facility for the users of Academic Block, Transit Building, Guest House and for the residential area in the Central University of Punjab, Bathinda amounting to Rs.1,07,71,805/- and for hiring an Engineer for supervision of the work against contingency provisions of this work.

Resolve:

The Committee discussed the matter in details and noted that the work is to be done from the grant received for campus development works during the FY 2021-22. The Committee was of the considered opinion that the provision for payment of Arbitration award between CPWD and contractor be made instead of parking facility as proposed. The balance funds be utilized to procure the Water coolers/RO system/Geysers for the Hostel as per the requirement of University. Further, the Committee desired that Parking facility be got executed directly through CPWD from the loan grant sanctioned by HEFA for campus development.

Annexure-27.13

Item: BC: 51:2020:25

To discuss the latest status for approval of funds of Rs.108.06 Crore as term loan under HEFA to Central University of Punjab.

NOTE:

It is submitted that a detailed proposal for obtaining funds from HEFA as per Government policy amounting to Rs. 108.06 Crore was submitted to HEFA in which 72.06 Crore has been approved for ongoing works and Rs. 36 Crore has been approved for the construction of new buildings. (Annexure-51.25, Page no. 352 to 367).

The breakup of the requirements submitted for Rs. 72.06 crore for ongoing building projects and Rs. 36 crore for new buildings is as follows:-

S.no	Description	Cost of completion /estimated cost of work (Rs. In crore)	Already paid amount (Rs.in crore)	Balance amount to be paid (Rs. In crore)
A1	On-going works			
1	Construction of Phase1A, 1B works, water reservoir & HVAC works	257	220	37
2	Laboratory Furniture	12.17	8	4.17
	Total (A1)	269.17	228	41.17
A2	Additional works required to make the building operations			
1	Hostel Furniture	1.89	0	1.89
2	Wardrobe & modular kitchen in staff residencies	1.8	0	1.8
3	Furnishing of Guest House, Transit Hostel & Academic Block	1.2	0	1.2
4	Office Furniture	1.7	0	1.7
5	Furnishing of 01 no. smart classroom (250 seater) & 2 no. Seminar Hall (125 seater each)	2.1	0	2.1
6	Providing of LAN/IPBAX/SERVER/CCTV etc. in Academic Block	1.9	0	1.9

7	Balance works for the campus development and external services	2.3	0	2.3
8	Providing DG sets and electrical panel & cabling for electricity backup	1	0	1
	Total (A2)	13.89	0	13.89
A	Total Funds required (A1 + A2)	283.06	228	55.06
B	Due to urgent requirement payment made from internal resources & it may be reimbursed to University			17.00
C	Total amount required for on-going projects (A+B)			72.06
	New projects			
D1	Administrative Block			21.60
D2	Library			14.40
D	Total amount required for new projects (D1+D2)			36.00
E	Total (C+D)			108.09 Cr

To finalize the present requirements of the University for making the various buildings functional, a Committee has been constituted by the University. The 1st Meeting of the Committee was held on 20.09.2021 and the details of the minutes will be placed on the table for the consideration of the Building Committee.

Case as above is submitted for kind consideration of Building Committee and further directions in the matter.

Resolve:

The Committee deliberated the details of above grant of 108.06 crore from HEFA for completion of ongoing work & new building projects. The Committee resolved the works detailed in proposal be executed following the GFR rules. Further, the Committee decided that the works upto on amount of Rs. 50 lakh be executed by the University directly. The new building projects amounting to Rs. 36 crore and furnishing of smart classroom & seminar halls amounting to Rs. 2.1 crore and campus development work of Rs. 2.3 crore be got executed through CPWD as a deposit work. Further, the completion of ongoing works already entrusted to M/s EIL shall be got completed. Other Additional works related to furnishing and furniture be got executed at the level of Engineering Wing of the University.

Ph. 0164-2864118, 2864120

Email: fo@cup.edu.in, ao.cupb@gmail.com



ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਿਆਲਯ
Central University of Punjab

ਗਾਂਧੀ ਬੁਢਾ, ਜਿਲਾ ਬਠਿੰਡਾ (ਪੰਜਾਬ) / Vill: Ghudda, Dist. Bathinda (Pb.)

ਕ੍ਰਮਾਂਕ / No. CUPD/CC/ACLS/20-21/1127/1112

ਦਿਨਾਂਕ / Date 18/5/20

To

The Joint Secretary (CU)
Ministry of Education
233 C, Shastri Bhawan,
New Delhi

Sub:- Approval for funding of Rs. 108.06 Crore Term Loan under HEFA to CU Punjab - reg.

Sir,

As per Ministry of Education letter F. No. 61-1/2018-Desk (U) dated 23th Jan 2019, Rs. 435.06 Cr has been approved as revised estimates under Non recurring head as per Cabinet approval (Annexure 1).

This amount of Rs.435.06 crores included Rs. 399.06 Crore for committed expenditure (ongoing projects) and Rs. 36 Crore for new projects, namely Administrative Block and Library Building. University has received an amount of Rs. 327 Cr under Grant in Aid for Creation of Capital Assets (35) till 31st March 2020.

Subsequently, University applied for a loan of Rs. 108.06 Crore to HEFA that includes Rs. 72.06 Crore for ongoing projects (Rs. 399.06 Cr minus Rs. 327 Cr) and Rs. 36 Crore for Administrative Block and Library Building

The loan application of CUPB was analyzed by HEFA and vide email dated 07.09.2020 (Annexure 2), the following has been communicated by HEFA Authorities:

"MHRD letter F.No61-1/2018- Desk (U) dated 23.01.2019 is a general communication addressed to UGC. We need specific permission from MHRD to the institute approving the project cost and recommending the loan amount, window under which the loan falls and committing

00 212

Ph. 0164-2864118, 2864120

Email: fo@cup.edu.in, ao.cupb@gmail.com



पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab

गांव घुददा, जिला बठिण्डा (पंजाब) / Vill: Ghudda, Dist. Bathinda (Pb.)

क्रमांक / No. CUPB/CC/Accts/20-21/ 1137 to 1142

दिनांक / Date 18/Sep/20

- 2 -

repayment of principal and interest. We therefore, request you to approach MHRD and obtain their specific approval."

Breakup of requirement of Rs. 108.06 Crore (72.06 Crore for ongoing building projects & Rs. 36 Crore for new projects) is at Annexure 3.

In view of the above, Ministry of Education is requested to grant specific permission to CU Punjab for loan of Rs. 108.06 Crore approving the cost of above mentioned projects and recommending the loan amount for the above given projects from HEFA, with specifying window under which the loan falls and committing repayment of principal and interest.

We shall be highly thankful for the approval.

With regards

Encl: 3 Annexures (in 6 no. of pages)

Copy to:-

1. Vice Chancellor, Central University of Punjab
2. Registrar, Central University of Punjab
3. Sh. Ravi Shankar, Under Secretary, CU (Finance), Ministry of Education, New Delhi.
4. Assistant Registrar (F), Central University of Punjab
5. Guard File

Yours faithfully

Crittal
18-Sep-20

वित्त अधिकारी / Finance Officer
पंजाब केन्द्रीय विश्वविद्यालय, बा
Central University of Punjab, Bathinda



ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਿਆਲਯ
Central University of Punjab

ਗਾਂਵ ਘੁਦਾ, ਜਿਲਾ ਬਠਿੰਡਾ (ਪੰਜਾਬ) / Vill: Ghudda, Dist. Bathinda (Pb.)

ਕਰਮਾਂਕ / No. CUPB/CC/Accts/20-21/

ਦਿਨਾਂਕ / Date

Annexure 3

Breakup of requirement of Rs. 108.06 Crore (72.06 Crore for ongoing building projects & Rs. 36 Crore for new projects)

Sr. No.	Description	Cost of completion/estimated cost of work (Rs. In crore)	Alreadypaid amount (Rs. In crore)	Balance amount to be paid (Rs. In crore)	Remarks
A1	Ongoing works				
1	Construction of phase 1A works, 1B works, Water Reservoir & HVAC works	257	220	37	Status of ongoing projects is given below
2	Laboratory furniture	12.17	8	4.17	
	Total (A1)	269.17	228	41.17	
A2	Additional works required to make the buildings operational				
1	Hostel furniture	1.89	0	1.89	The hostel furniture is required making the hostel buildings operational which have been completed/under construction under Phase 1A & 1B works.
2	Wardrobe & modular kitchen in staff residences	1.8	0	1.8	The work for providing wardrobe and modular kitchens in Staff residence is balance in the buildings already completed which is required for the residents.



ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਿਆਲਯ
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ਕ੍ਰਮਾਂਕ / No. CUPB/CC/Accts/20-21/

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3	Furnishing of Guest house, Transit hostel & Academic block	1.2	0	1.2	The furnishing of Guest house, Transit hostel and Academic Block is required for making these operational, the furnishing such as Guest house Furniture, Transit Hostel furniture, other finishing items including electronic items etc.
4	Office Furniture	1.7	0	1.7	The essential office furniture for sitting of staff, faculty members, students in the labs, classrooms and dining hall, hostel common & Guest rooms etc.
5	Furnishing of 01 no. Smart Classroom (250 seater) & 02 no. Seminar Halls (125 seater each)	2.1	0	2.1	The furnishing (interiors/Audio Visual works/sitting arrangements/flooring etc.) of 01 no. Smart Classroom (250 seater) & 02 no. Seminar Halls (125 seater each) is balance for making these smart classrooms operational, however the civil structure of these Smart Classroom & Seminal Halls in Academic Block stand already completed under Phase 1A works.
6	Providing of LAN/IPBAX/SERVER /CCTV etc. in Academic Block	1.9	0	1.9	Providing of LAN/IPBAX/SERVER/CCTV etc. in Academic Block is balance is essentially required for making the Academic Block fully operational.



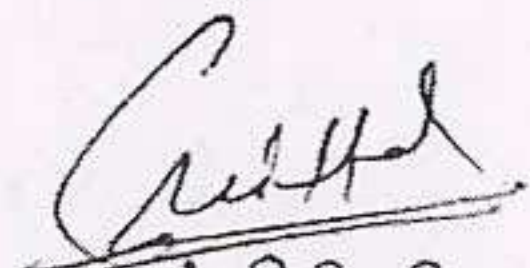
ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ
Central University of Punjab

ਗਾਂਵ ਘੁਦਾ, ਜਿਲਾ ਬਠਿੰਡਾ (ਪੰਜਾਬ) / Vill: Ghudda, Dist. Bathinda (Pb.)

ਕਰਮਾਂਕ / No. CUPB/CC/Accts/20-21/

ਦਿਨਾਂਕ / Date

7	Balance works for the Campus Development and external services	2.3	0	2.3	Some of the works relating to external developments are still required to be executed to meet with the requirements of the University.
8	Providing DGSETS and electrical pannels & cabling for electricity back up	1	0	1	Providing DGSETS and electrical pannels & cabling is required to meet with the emergency & continuous electricity supply requirements of the University.
	Total (A2)	13.89	0	13.89	
A	Total Funds Required (A1+A2)	283.06	228	55.06	
B	Due to urgent requirement payment made from internal resources & it may be reimbursed to University.			17.00	
C	Total amt. required for ongoing projects (A+B)			72.06	
	New projects				
D1	Administrative Block			21.60	
D2	Library			14.40	
D	Total amt. required for new projects (D1+D2)			36.00	
E	Total (C+D)			108.06	
				Cr	


18.9.20

ਵਿੱਤ ਅਧਿਕਾਰੀ / Finance Officer
ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ, ਬਠਿੰਡਾ
Central University of Punjab, Bathinda

F. No 50 9/2020 CU IV
Government of India
Ministry of Education
Department of Higher Education

Room No. 218-D, 'D' Wing, Shastri Bhawan,
New Delhi-110001, Dated 06.01.2021

To,
The Registrar,
Central University of Punjab,
City Campus,
Mansa Road,
Bathinda -151001

Subject Funding of Rs 108.06 crore to Central University of Punjab from Higher Education Financing Agency (HEFA) (under Window-III) - regarding

Sir,
I am directed to refer to Central University of Punjab's Letter No. CUPB/CC/Accts/20-21/1137 to 1142 dated 18.09.2020 regarding granting of specific permission for loan of Rs 108.06 crore and to state that University vide this Ministry's letter No. 61-1/2018-Desk(U) dated 21.02.2019 was requested to approach HEFA for funding of the following projects:

(a) To complete the following projects (91135 SQM) in Phase 1.

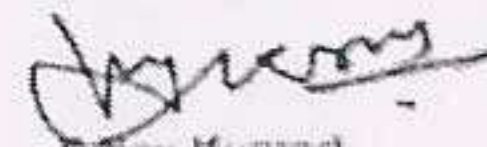
(i) One Academic Block	=	30413 sqm
(ii) 4 Nos. of Hostels + 1 Transit Hostel	=	44188 sqm
(iii) Staff Quarters (90)	=	10061 sqm
(iv) Guest House	=	1805 sqm
(v) Amenities buildings	=	4671 sqm

(b) Following new projects (8000 sqm) and a normal playfield in Phase-1.

(i) One Administrative Block	=	5000 sqm
(ii) Library	=	3000 sqm

2 Central University of Punjab is again requested to approach HEFA immediately for funding of Rs. 108.06 crore (Rs. 72.06 crore for the on-going projects and Rs. 36.00 crore for the new projects) under Window-III for the above mentioned projects as approved by the Cabinet.

Yours faithfully,


(Vijay Kumar)

Under Secretary to the Government of India

SANCTION MEMORANDUM

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

To,
**THE REGISTRAR,
 CENTRAL UNIVERSITY OF PUNJAB,
 CITY CAMPUS, MANSA ROAD,
 BATHINDA - 151001
 PUNJAB**

Dear Sir,

SUB: YOUR PROPOSAL FOR A TERM LOAN OF Rs. 108.06 CRORES/-.

We are pleased to inform you that HEFA Board vide its orders dated 30.06.2021, has accorded approval for your Term Loan proposal of Rs.108.06 Crores on the following terms and conditions:

Nature of Facility	Term Loan - Window III														
Amount	Rs. 108.06 Crores (Rupees One Hundred and Eight Crores & Six Lakhs Only)														
Purpose	a.) To complete the construction of following projects in Phase 1: <table border="1"> <tr><td>1.</td><td>One Academic Block</td></tr> <tr><td>2.</td><td>4 Nos. of Hostels + 1 Transit Hostel</td></tr> <tr><td>3.</td><td>Staff Quarters (90)</td></tr> <tr><td>4.</td><td>Guest House</td></tr> <tr><td>5.</td><td>Amenities buildings</td></tr> </table> b.) For Construction of new projects (8000 sqm) and a normal playfield in Phase 1 as follows: <table border="1"> <tr><td>1.</td><td>One Administrative Block</td></tr> <tr><td>2.</td><td>Library</td></tr> </table>	1.	One Academic Block	2.	4 Nos. of Hostels + 1 Transit Hostel	3.	Staff Quarters (90)	4.	Guest House	5.	Amenities buildings	1.	One Administrative Block	2.	Library
1.	One Academic Block														
2.	4 Nos. of Hostels + 1 Transit Hostel														
3.	Staff Quarters (90)														
4.	Guest House														
5.	Amenities buildings														
1.	One Administrative Block														
2.	Library														
Project Cost	Rs. 108.06 Crores (Rupees One Hundred and Eight Crores & Six Lakhs Only)														
Margin	Nil														
Security	Primary: Nil Collateral: Charge on the following to the extent of our Loan amount / outstanding dues: 1. Fee Receivables Account 2. Grants Receivables Account 3. Escrow Bank 3 Receivables Accounts														
Interest															
Applicable/Proposed	7.50% p.a. (Rate of interest as advised by the Board based on Circular Resolution no. 15/2020-21 dated 23.04.2021), subject to revision, from time to time as per the directions of the HEFA Board.														
Reset of ROI	Next reset shall be due on 01.04.2022 and every year thereafter on the said date. The ROI may also be reset any time before the said date as per the directions of the HEFA Board.														

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

Repayment	<p>Principal: Repayable in 20 half yearly instalments of Rs. 5.403 Crores each. (Repayment to commence at 6 Months from the date of first disbursement and subsequent instalments to be repaid every 6 months thereafter).</p> <p>Interest: Interest is charged to the loan account at monthly rests on compounded basis. However, interest accrued at the end of the calendar quarter (i.e. March, June, September and December) has to be repaid within 30 days from the completion of the quarter.</p>
Scheduled Project completion date.	18 to 24 months from the date of commencement of projects.
Validity of Sanction	One Year (However, University has to execute the loan documents within 45 days from the date of sanction letter. In case, no part of loan is availed within the validity period of sanction, the sanction shall lapse)
Disbursement:	Directly to Vendor/Agency <p>Conditions: All disbursements from the loan shall be made directly to CPWD / contractor / Vendor/ Implementing Agency / Project monitoring consultant (PMC) against production of bills / certificate. Loan amount shall be released in stages based on the progress of work and submission of monthly expenditure statement certified by the Executive Engineer, CPWD / Implementing Agency.</p> <p>Disbursements are permitted at the request of the institution, in cases where advance payments have to be made to CPWD / Contractors as per the MOU signed by the institution with CPWD/Contractors against submission of copy of MOU and demand notice.</p>
Upfront fee	Nil
Documentation charges	Nil
Commitment Charges	Nil
Annual Review Charges	Nil
Stamp Duty on Documentation	Actuals to be paid by the university

OTHER CONDITIONS:

1. **University to submit an undertaking for the following,**
 - a. University shall submit a copy of MoU/agreements between the University and PMC. University shall inform exact timelines based on the MoU/Contract agreement to HEFA and MOE.

- 98 -



REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

- b. University shall submit the detailed implementation schedule along with start date and completion date. Timelines of the implementation schedule may be linked with first disbursement date of HEFA loan for effective monitoring.
 - c. University shall ensure that all statutory approvals applicable at current stage of implementation are in place.
 - d. Any deviation in the project scope or the project timeline shall be reported to MOE and necessary approval from MOE as per relevant guidelines shall be obtained for the same and submitted to HEFA. Exact timelines as prepared by EPC Contractor shall be furnished to HEFA & MOE upon finalisation.
 - e. University shall inform MOE about the deviation in constructed area vs approved area and obtain approval from the MOE for the same. Copy of such approval shall be submitted to HEFA.
 - f. University shall ensure obtaining approval / permission from competent authority for the power supply and water supply.
 - g. University shall ensure that the approved building plan for the proposed projects is in line with MOE approval. Any deviation shall be informed to MOE.
 - h. University shall ensure submission of progress report / completion certificate in respect of the already completed projects from the PMC and also ensure that the same is in line with MOE approval of the Academic block, boys hostel, girls hostel and transit hostel.
 - i. University shall ensure obtaining necessary permission from Pollution Control Board, as the consent to establish the projects provided by Pollution Control Board to the university has expired.
 - j. University shall ensure obtaining all the required statutory approvals / clearances and comply with all the terms & conditions stipulated in such approvals.
 - k. University shall ensure submission of proper monitoring plan, periodic Physical Progress Report from executing agency along with minutes of the project monitoring committee of the university.
2. **University to execute the loan documents within 45 days from the date of sanction conveying letter.**
 3. **The Escrow Arrangement shall be as under,**
 - a. The existing main "Fee Receivables" Account of the borrower Institution shall be treated as **Escrow Account No. 1** and the corresponding bank shall be **Escrow Bank 1**.
 - b. The existing "Grants Receivable" Account of the Borrower Institution shall be treated as **Escrow Account No. 2** and corresponding bank shall be **Escrow Bank 2**.
 - c. The Institution shall open two more escrow accounts i.e., **Principal Repayment Account (Escrow Account 3)** and **Interest Repayment Account (Escrow Account 4)** with **Canara Bank (Escrow Bank 3)**.

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

- d. The University falls under **Window 3** of RISE by 2022 scheme, wherein they have to repay 10% of the principal portion from their internal resources and receive grants for the balance principal portion.

Therefore, **on the date of disbursement**, upon intimation from HEFA, Escrow Bank 1 shall debit "Fee Receivables" Account of the university to the extent of Rs.54.03 Lakhs and Escrow Bank 2 shall debit "Grants Receivables" Account of the university to the extent of Rs.4.8627 Crores, thereby, aggregating to Rs. 5.403 Crores (being half yearly installment) and similar amounts every 6 months thereafter in the same manner, till closure of the loan account and remit the amount to Principal Repayment Account maintained with Canara Bank (Escrow Bank 3).

- e. The Escrowed amount so received in Principal Repayment Account with Canara Bank shall be first invested in short term fixed deposits as per borrower's instruction, till the period to coincide with the due dates of half yearly term loan instalment and then transferred to HEFA's account on due dates by Canara Bank as advised by HEFA. This amount so received in HEFA's account will be appropriated towards instalment due in respect of loan account(s) by HEFA.
- f. As interest obligation is fully serviced out of grants released by MOE, upon receipt of demand notice from HEFA, Escrow Bank 2 shall debit the quarterly interest amount (being the interest debited monthly to the loan account during the calendar quarter i.e., March, June, September and December quarters) to "Grants Receivables Account" before 10th of April, July, October and January months every year, and in any case within 30 days from the closure of quarter, and transfer to Interest Repayment Account maintained with Canara Bank (Escrow Bank 3). Such amount shall be transferred to HEFA's account immediately but not later than 2 working days. This Amount will be appropriated towards interest due by HEFA. **Penal interest at 2% shall be charged after 30th of the succeeding month (i.e. April, July, October and January months) for the period of delay in payment of interest.**
4. University shall ensure that the Grants will be provided by MOE for servicing 90% of the Principal portion and complete servicing of interest towards the proposed loan, as the same falls under Window 3.
5. University to furnish details such as Accounts Numbers of Escrow 1 (Fee Receivables Account), Escrow 2 (Grants Receivables Account), Escrow 3 (Principal Repayment Account), Escrow 4 (Interest Repayment Account) and name of the Bank/Branch, where the accounts are maintained.
6. University to ensure that the contractor entrusted with the work is having good track record in implementing projects of this scale and related General Financial Rules (GFR), Govt. of India and Central Vigilance Commission. Govt. of India guidelines are followed while awarding works to the contractor.
7. University to ensure that all the necessary approvals/clearances are obtained at the appropriate time and terms and conditions stipulated in the approvals complied with.
8. University to submit tender documents, work orders, related agreements on finalization of the same. University to submit a copy of letter of award issued to the executing agency, Agreement/Contract for updating the Project Cost.

University to ensure obtaining all contracts/ agreements/ clearances/ timely approvals (internal & external) of the proposed projects from statutory bodies.



REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

10. Any deviation in the project scope or the project timeline to be reported to HEFA and approval by MoE as per relevant guidelines for the same may be submitted. Exact timelines as prepared by EPC Contractor may be furnished to HEFA & MoE upon finalisation.
11. University to submit quarterly Physical Progress Report through PMS portal of HEFA. Further, disbursement requests shall be submitted by the institute via our website www.hefa.co.in.
12. The responsibility of carrying out due diligence before issuing a request for release of funds lies with the university. It shall be the responsibility of the University to ensure that the process laid down in their Statutes and the guidelines issued by the Government are followed scrupulously.
13. Disbursement from the loan shall be made directly to CPWD/Vendor/Executing Agency, as per their demand notice. Loan amount shall be released in stages based on the progress of work. Following documents/papers should be submitted for each disbursement:
 - i) Request letter signed by the Director/Registrar.
 - ii) Demand Notice/Bill of the PMC/Contractor.
 - iii) Copy of the Internal Approvals permitting payment of the Bill.
 - iv) Progress Report submitted by PMC along with the expenditure statement.
 - v) Recent Photographs of the Project indicating the progress.
 - vi) In case of payment of bills under LC:
 - a) Request from the University signed by the Director/Registrar.
 - b) Copy of LC
 - c) Confirmation from the Bank that documents under the LC are in order and strictly in compliance of LC terms.
 - d) Demand from LC opening bank for payment specifying the amount and account number to which the remittance has to be made.
14. In cases, where advance payments have to be made to CPWD/Vendor/Executing Agency/Contractors as per the MOU signed by the institution with CPWD/Vendor/Executing Agency/Contractors, disbursements are permitted at the request of the institution, against submission of copy of MOU along with demand notice issued by the Executing Agency/Contractors.
15. Amount spent by the institution on the sanctioned project prior/after the approval by SFC / EFC / Cabinet may also be reimbursed to the institution on submission of evidencing documents and original bills certified by Chartered Accountant, subject to these costs / expenses forming part of the project cost approved by the MoE.
16. During review of the project (from time to time), if it is found that the project is not being implemented as per the laid down plans, the Board may take a decision to stop further funding. The University shall abide by the decision of the Board in this regard.
17. Insurance cover for Theft, Burglary and Fire to be obtained for all equipment, machinery etc, proposed to be purchased out of HEFA finance. The policy shall be assigned in favour of HEFA, wherever applicable.
18. Inspection by HEFA will be carried out as and when deemed necessary.

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

19. The applicable stamp duty expenses in connection with execution of documents for the proposed loan shall be borne by the University.

REMARKS:

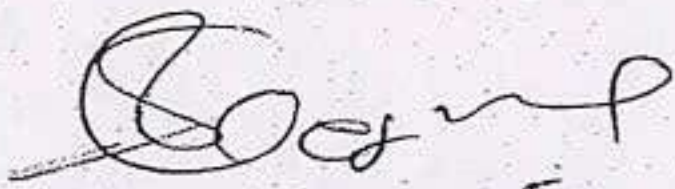
The disbursement under this sanction is subject to:

- Availability of funds.

Please return the duplicate copy of this sanction letter duly signed by the authorized signatories, for having accepted all the terms and conditions contained herein.

"As per the Orders of the Board of Directors dated 30.06.2021"

Yours faithfully,



**SUNIL DUTT VERMA
SENIOR EXECUTIVE VICE PRESIDENT**



Copy to:

The Bureau Head – CENTRAL UNIVERSITIES
Department of Higher Education,
Ministry of Education, Govt. of India,
Shastri Bhavan,
New Delhi.

Item: BC: 51:2021:22

To consider the draft tender for Providing Architectural & Structural Consultancy Services for Planning and Designing including landscaping of Phase-II of Campus development works at Central University of Punjab.

NOTE

The case for Empanelment/Appointment of Architect Consultant for detailed planning, preparation of Architectural & Structural drawings, estimate and Detailed Notice Inviting Tender (DNIT) for the construction of Hindi Bhawan, Main entrance gate and any other minor works required to be executed in future at Main Campus of Central University of Punjab at Ghudda was discussed in Building Committee in its 50th Meeting vide agenda item no. Item: BC: 50:2020:25 and has resolved as under:-

"The Committee discussed the matter in detail and unanimously resolved to authorize the Vice Chancellor to either empanel or appoint the Architect Consultant from Government Institutes of Punjab having the Architectural Consultancy Cell or engaging any agency through tendering process".

HEFA has approved a loan of Rs.108.06 Crores vide its letter no. SAN/CUP/138/2021-22 dated 02.0.2021. Out of which Rs.36 Crores has been approved for new projects (Administrative Block and Library Block) for CUPB. The total approved area for these projects is 8000 sqm. The details of execution of these projects were worked out on Plinth Area Rate basis as per prevailing PAR-2019 rates. The detailed project report was approved from Executive Council in its 35th meeting held on 11.01.2020 for submitting the same to Higher Education Funding Agency (HEFA) for allocation of the funds as per present policy of the government. The project report was got approved from HEFA Board vide its order dated 30.06.2021.

For execution of these projects, expert Architectural assistance would be required for conceptualizing the overall project, defining complete scope, technical designing and specifications based on the detailed requirements of the University. The Hon'ble Vice-Chancellor sir has already constituted a high level committee to assess the detailed requirements as per approved area and cost.

In view of the above, a draft tender document for Providing Architectural & Structural Consultancy Services for Planning and Designing including landscaping of Phase-II of Campus development works at Central University of Punjab has been prepared, to appoint an Architectural Consultancy firm for a period of 36 months (including construction at site), further extendable as per requirement and the availability of funds.

The draft is placed before Building Committee for consideration and approval of the tender document and its criterion for Providing Architectural & Structural Consultancy Services for Planning and Designing including landscaping of Phase-II of Campus development works at Central University of Punjab.

Resolve:

The Committee unanimously resolved that as the construction of new building works have been recommended to be entrusted to CPWD as a deposit work therefore the Architectural consultancy work is not required by the University.



Central University of Punjab

Established vide Act No. 25(2009) of Parliament

PV No 1853 (25)
Dated: 29/3/13

Ref. No. : CUPB/C/13/CWO/1450

Dated: 29/3/13

To,

The Executive Engineer,
Central Public Works Department
Ludhiana Central Division
17-B B.R.S.Nagar
Ludhiana

Annexure-27-18

Subject: Construction of Entry Road at Main Campus of Central University of Punjab near village Ghudda, Bathinda : A/A and E/S for

Dear Sir,

1. Please refer to your office memo संख्या: 23(624)/अ0अभि0(यो0)/का0 अभि0(यो0)1/2845 दिनांक: 22/03/2013 and 20(185)/LCD/2012-13/11 dated 26.3.2013.
2. With reference to above mentioned letters, the competent authority has accorded A/A and accepted the estimates of Rs. 3,78,97,000/- in principle. The funds to the tune of Rs 1,26,32,333/- are being sent to you for processing the case further.
3. You are requested to discuss detailed design and layout from architectural point of view of the roads with the university officials before taking further action. The design specifications of the road must conform to Indian Road Congress guidelines. We would also request that the copies of tenders floated and work orders may be provided to the university for reference please.
4. The draft MOU alongwith the timelines for completion of work may please be discussed at the earliest.

Yours sincerely,

Jagdev Kartar Singh
Registrar

Copy to:

1. University Engineer : For necessary action please.
2. OSD(Finance) : -do-

29.4

29/03/2013
Accounts

file may be
ob (and) to
proceed further.

(1)

PAID
Passed for Rs. 1,26,32,333/-
Receipt No. 534856
Dated 29/03/2013

228



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

Phone : 0172-2742515
Fax : 0172-2741673
e-mail : echqcpwdchd@yahoo.co.in
cenzlepwd@yahoo.in

कार्यालय मुख्य अभियंता (उ अ - 1)
केन्द्रीय लोक निर्माण विभाग,
केन्द्रीय सदन, सेक्टर 9-ए,
चण्डीगढ़ - 160009



Office of the Chief Eng near (NZ-1)
Central Public Works Department,
Kendriya Sadan, Sector 9-A,
Chandigarh-160009

Annex-27.19

संख्या: 23(624)/अ0अभि0(यो0)/या0 अभि0(यो0)/2845

दिनांक: 22/03/2013

सेवा में,
The Registrar,
Central University of Punjab,
City Campus, Mansa Road,
Bathinda (Pb.)

विषय:- c/o Main Entry Road to Central University of Punjab at Bathinda
from Main Bathinda - Badal Road i/c Approach Road from Bahou
Road to proposed Hostel on the east side of the complex.

महोदय,
मुझे सक्षम अधिकारी के प्रशासनिक अनुमोदन एवं व्यय स्वीकृति के लिए रु० 3,78,97,000/- (रुपए
तीन करोड़ अष्टस्र लाख सत्तर हजार

मात्र) के प्रारम्भिक अनुमान दो प्रतियों में भेजने का निर्देश हुआ है। कार्य की आवश्यकता और अनुमान के प्रावधानों को रिपोर्ट में दर्शाया गया है। अनुरोध है कि कार्य की मंजूरी भेजते समय "लेखा शीर्ष" जिसके अंतर्गत व्यय किया जाना है सूचित किया जाए।

संलग्न:- प्रारम्भिक अनुमान 1 दो प्रतियों में।

कार्यपालक अभियन्ता (यो.)

प्रतिलिपि:-

1. अधीक्षण अभियंता चण्डीगढ़ केन्द्रीय परिमंडल, केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़
2. चीफ वास्तुक (उ अ - 1), केन्द्रीय लोक निर्माण विभाग, केन्द्रीय सदन, सेक्टर 9-ए, चण्डीगढ़।
3. अधीक्षण अभियंता (वे०)। चण्डीगढ़ केन्द्रीय विद्युत परिमंडल, केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़।
4. कार्यपालक अभियन्ता डिजाईन। कार्यालय मुख्य अभियंता (उ अ - 1)। केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़।
5. कार्यपालक अभियन्ता (वे०)। करनाट केन्द्रीय विद्युत मंडल, केन्द्रीय लोक निर्माण विभाग, करनाट।
6. कार्यपालक अभियन्ता। सुपिया केन्द्रीय मंडल, केन्द्रीय लोक निर्माण विभाग, सुपिया।
7. अधीक्षण अभियंता (मु०)। कार्यालय मुख्य अभियंता (उ अ - 1)। केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़। को history sheet सहित WEPMIS में सम्मिलित करने हेतु।

कार्यपालक अभियन्ता (यो.)

पत्र केन्द्रीय विभागालय
Central University of Punjab
पत्र प्राप्त/letter received
0.15/1426
25/3/13

(2)

-106-

(229)

(16)

and Sh. Makesh Asija presented the details of the Master Plan and associated deliverables to the Committee. The Committee approved the Master Plan with the associated deliverables prepared by M/S Pradeep Sachdeva Design Associates, the Architect Consultant. The Architect Consultant was advised on the following issues:-

- (i) To ensure that the natural contours are maintained by restricting cut and fill to the barest minimum.
- (ii) To ensure that the Master Plan prepared must conserve the heritage trees on the site.
- (iii) Alternate water storage system to the internal canal system as proposed keeping in view the cost of developing and maintenance of the system, gravity flow of water through the canal proposed and water logging due to high water level in the area.
- (iv) A drawing showing Solar Energy generation, usage and location etc. be prepared separately with complete details.

Item No. BAC:17:2013:2

To consider the Entry Road proposal prepared by M/s CPWD (Annexure-II)

A detailed presentation on designs of the Entry Road prepared by CPWD from the CPWD team represented by Sh. S.S. Vashishat, SE/CPWD, Smt. Indu Choudhary, Sr. Architect, CPWD and Er. Jai Bhagwan, XEN/CPWD and Ar. Pradeep Sachdeva, the Architect Consultant was made by the respective teams to the Committee. The Committee deliberated on the entry road designed by the CPWD and the Architect Consultant and decided that the "Good for Construction" design drawings with the estimates of the Entry Road be prepared by the Architect Consultant by 12th December 2013 and provided to the CPWD for initiating the Tendering Procedure and construction of half of the portion of the four lane road i.e., one side of the road after thorough vetting by CPWD of the estimates prepared by the Architect Consultant.

Item No. BAC:17:2013:3

To consider the following documents prepared by the M/s EIL, the PMC and recommended by the Sub Committee:

- (a) Tendering Procedure (Annexure-III)
- (b) Bidder's Qualification Criteria (Annexure-IV)

The Committee approved the above mentioned documents with the condition that the CPWD norms have been adhered to and CVC guidelines followed as confirmed by Er. Sunil Dahiya and Er. Jitendra Singh the representatives of M/S Engineers India Limited, the PMC present in the meeting.

Item No. BAC:17:2013:4

To consider the various options of Preliminary Estimates worked out by EIL, the PMC (Annexures-V to VIII)

The Preliminary Estimates worked out by the M/s EIL, the PMC for Phase-I works of the main campus with four different options were examined by the Committee. The Committee recommended that the

7th Meeting of FC

25/11/2019

regular doctor on priority basis. The members were informed that regular position of Medical Officer has been advertised.

Annexure - 27.21

It was also discussed that the university should seek comments of UGC in this regard.

After discussions, it was RESOLVED to recommend to seek comments of UGC on the AMAs list followed from Income Tax Department, Bathinda.

It was FURTHER RESOLVED to recommend to attempt to appoint some doctor and that *status quo* be maintained till proper arrangements of a medical practitioner are in place.

Item No. FC:7:2014:9

Current agenda, if any.

To inform about the agenda for construction to complete 4 lane road through corridor by CPWD

The Vice Chancellor informed that the CPWD proposed 2-way road from the entry to the Academic block of the main campus. Initially one side of the two way road was awarded to the CPWD which was nearing completion. Now in view of the laying of the Foundation Stone, it is proposed to allow CPWD to start construction of the other side of the 2-way road.

Annexure-
VII of
Agenda

Agenda of BAC regarding construction of 2nd side of the road by CPWD as per BAC Item No. BAC:17:2013:2 dated 4/12/2013 was circulated to members of the BAC.

BAC recommended the proposal and the same is submitted for the consideration.

After clarifications and discussions, it was RESOLVED to approve the construction of second side of the entry road at main campus, as proposed.

Item No. FC:7:2014:10

Any other item with the permission of the Chair.

- 10.1 The members of the Committee advised that hard copies of Agenda should be provided to the member about a week before the meeting.
- 10.2 The Ministry of Human Resource Development should be approached for expediting the nomination of

(4)

Central University of Punjab, Bathinda

Proceedings of the Eleventh Meeting of the
Executive Council

held on 25.11.2014 at 2:30 p.m.

at Board Room of National Institute of Pharmaceutical Education & Research (NIPER), Mohali

Following members were present:

Prof. R. K Kohli	:	Vice Chancellor (Chairman)
Prof. R. C. Sobti	:	Member
Sh. Sham Lal Garg	:	Member
Sh. Vijay Inder Singla	:	Member
Prof. P. Rama Rao	:	Member
Ms. Shweta Arora	:	Registrar (Secretary)

*Welcome Note of the Vice
Chancellor*

The Vice Chancellor welcomed the members of the Executive Council and opined that the university would benefit immensely from their visionary advice. He further welcomed them to the Eleventh meeting of the Executive Council and thanked them for sparing their valuable time from their busy schedule to participate and help the university in taking appropriate decisions.

Item No. EC:11:2014:1

*To inform about the joining
of Prof. R. K. Kohli as Vice
Chancellor.*

The Council noted the joining of Prof. R. K. Kohli as Vice Chancellor w.e.f. Sep. 5, 2014.

Item No. EC:11:2014:2

*To note the report of Vice
Chancellor on the progress
of university since last
meeting of the Executive
Council.*

The Vice Chancellor briefed the members of the Council about the progress of the University since the Tenth Meeting of Executive Council held on 22.08.2014. The members appreciated the progress made by the University.

Annexure-1

The members Suggested that the progress presentation details could be tabled, if possible, for easy comprehension. The Vice Chancellor agreed to present the handout of presentation to the members.

The Committee appreciated and express satisfaction on the progress made by the university since its last meeting.

(5)

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Item No EC:11:2014:21

To inform about the agenda for construction to complete 4 lane road through corridor by CPWD

Annexure-16

The Vice Chancellor apprised the members of the Committee that the University had entrusted the task of carpeting of the road from the entry point to the Academic Blocks in its new campus at Ghudda to the CPWD.

The Building Advisory Committee has recommended the completion of the parallel road from the University gate to the Academic block. This has been consented by the Finance Committee also. The CPWD proposed 2-way road from the entry to the Academic block of the campus. Initially one side of the 2-way road was awarded to the CPWD which is nearing completion. Now, in view of the laying of the Foundation stone, it is proposed to allow CPWD to start of the other side of the 2-way road. This item is put up for consideration and approval of the Executive Council.

- xi -

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Scanned with CamScanner

After discussion, it was **RESOLVED** to entrust the second way of the 2-way road to CPWD as per the recommendations of Building Advisory Committee.

Scanned with CamScanner

(7)

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(234)

On Friday, 20 December 2013 4:53 PM, Er. Gurtej Sra <ue.cupb@gmail.com> wrote:

2781

Annexure 27.23

Central University of Punjab, Bathinda

Kind Attention: Er. Jai Bhagwan

The estimate as received from M/s Pradeep Sachdeva Design Associates is being forwarded to you for further necessary action please. However if any more comments are received on it, they will be conveyed in due course of time.

University Engineer,
Central University of Punjab,
City Campus, Mansa Road,
Bathinda-151001

----- Forwarded message -----

From: Pradeep Sachdeva <pradeep@ayanagar.com>

Date: Fri, Dec 13, 2013 at 7:16 PM

Subject: Detailed estimate and drawings for entry corridor

To: registrar_cup <registrar.cup@gmail.com>

Cc: ue.cupb@gmail.com, "M.Rohit" <rohit@ayanagar.com>, Vishwesh Viswanathan <vishwesh@ayanagar.com>, Madhu Shankar <ms@ayanagar.com>, Vidya Tongbram <vidya@ayanagar.com>, Jitendra Singh <jitu_singh16@yahoo.com>, Sunil Dahiya <sunil.dahiya@eil.co.in>, "S.K." <sk@ayanagar.com>, Jitendra Singh <jitendra.singh@eil.co.in>

Dear Sir,

Please find attached the detailed drawings and estimates for the entrance corridor as proposed to be constructed in Phase 1, This is based on the instructions we have received in the meeting held in Mohali on 4th December 2013.

The estimates do not include the lighting estimates which will be sent on Monday.

Best regards,

Pradeep Sachdeva

Pradeep Sachdeva Design Associates
4 Windmill Place
Ayanagar Village
New Delhi 110047

Tel: +91-11-26503859 / 26503741
www.psdain.com

8

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भारत सरकार
केन्द्रीय लोक निर्माण विभाग
कार्यालय मुख्य अभियन्ता(उ०अ०-V),
लन्दोई ब्रिज, सतवारी कैंन्ट, जम्मू-180004

Annexure - 27.24

सं०. 23(63)/SE(P)/EE(P)-I/NZ-VI 4/16

दिनांक 25/02/2014

सेवा में,

✓ The Registrar,
Central University of Punjab,
Bathinda (Pb.)

विषय:- C/o Main Entry Road to Central University of Punjab (Bathinda).

मुझे सक्षम अधिकारी के प्रशासनिक अनुमोदन एवं व्यय स्वीकृति के लिए रु 4,72,82,500/- (रु० चार करोड़ बहत्तर लाख वयासी हजार पांच सौ मात्र) के Modified प्रारम्भिक अनुमान दो प्रतियों में भेजने का निर्देश हुआ है। कार्य की आवश्यकता और अनुमान के प्रावधानों को रिपोर्ट में दर्शाया गया है। अनुरोध है कि कार्य की मंजूरी भेजते समय लेखा शीर्ष जिसके अंतर्गत व्यय किया जाना है, सूचित किया जाए।
संलग्न :- Modified प्रारम्भिक अनुमान। दो प्रतियों में।

Ammy
कार्यपालक अभियन्ता(यो०)-II

प्रतिलिपि:-

1. The Superintending Engineer, Jalandhar Central Circle, CPWD, Jalandhar along with copy of estimate.
2. The Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana along with copy of estimate.

कार्यपालक अभियन्ता(यो०)-II

original with VC office
one copy in file
one copy for Registrar
4/1/14
Registrar
4/1/14

पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab
पर पावनी/Letter Received
11/5/14
03/3/14
रक्त/Sign

236

ANNEXURE-27.25

GOVT. OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
LUDHIANA CENTRAL DIVISION
LUDHIANA



भारत सरकार
केन्द्रीय लोक निर्माण विभाग
लुधियाना केन्द्रीय मंडल
लुधियाना

E-mail: cpwldh2009@ymail.com

Telephone/ Fax:-0161-2461260

No.20(185)/LCD/2013-14/397

Dated: 15.3.14. E.

✓ To,

The Registrar,
Central University Punjab,
Bathinda.

Annexure - 27.25

Sub: C/o Main Entry Road to Central University of Punjab. (Bathinda).

Ref: This office letter No.20(185)/LCD/2248 dated 15.10.2013.

Sir,

In reference to this office letter referred above it is submitted that MOU for the above said work was submitted for signature from the competent authority as per terms & conditions of deposit work, but same has not been received in the office till date. It is also submitted that RPE as per your office estimate and drawings has been completed and sent to your office vide Chief Engineer (NZ-V) letter No. 23(63)/SE(P)/EE(P-I)/NZ-V/446 dated 25.02.2014 for Rs.4,72,82,500/- for revised sanction.

So your goodself is requested the signed MOU, so that tender can be called urgently. The revised/modified preliminary estimate may also be sanctioned before award of work.

Submitted for further necessary action please.

Executive Engineer,
Ludhiana Central Division,
CPWD, Ludhiana.

Copy to:

1. The Chief Engineer NZ-V, CPWD, Landoi Bridge, Satwari Cantt, Jammu (J&K) for information please.
2. The Superintending Engineer, Jalandhar Central Circle, CPWD, 448-G.T.B. Nagar, Jalandhar for information please.

Executive Engineer.

10

11/4/15

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भारत के लोक निर्माण विभाग Central University of Punjab लुधियाना लुधियाना
Received
23/3
01/4/14
Signature



Central University of Punjab

Established vide Act No. 25(2009) of Parliament

Amesure - 27.26

(319)

Ref. No.: CUPB/CC/14 / 100/15765

Dated: 06.5.2014

To,

The Executive Engineer
CPWD (Civil) Ludhiana Central Division
17B-BRS Nagar,
Ludhiana


Subject: Construction of main entry road at main campus of university- MoU.

Dear Sir,

Please find herewith MoU duly signed by Registrar, Central University of Punjab, Bathinda forwarded to you for your reference and record.


University Engineer

Received Copy


06.5.14
AE, CPWD, Bathinda

(11)

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Annexure- 27.27



OF INDIA
PUBLIC WORKS DEPARTMENT
CENTRAL DIVISION
RS Nagar
HIANA
il: cpwldh2009@ymail.com

Speed Post

भारत सरकार
कन्द्रीय लोक निर्माण विभाग
लुधियाना केन्द्रीय मंडल
17B, BRS Nagar
लुधियाना

Telephone/Fax:-0161-2461260

54(1289)/LCD/2015-16/ 2344

Dated: 23/9/15

The Registrar,
Central University of Punjab,
Bathinda.

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda (Punjab).

Kindly refer to the above subject, in this connection it is stated that the A/A & E/S amounting to Rs.378.92 Lacs was conveyed vide letter No.CUPB/CC/13/CPWD/1450DT.29.03.2013 by Central University of Punjab Bathinda(Punjab) authorities. Accordingly the work was awarded with Agmt. No.07/EE/2014-15. The total deposit Rs.252.32lacs has been received in this Office against above A/A & E/S and the expenditure incurred upto Rs.283.25lacs. Running account bill payment is pending to be paid to the contractor. Hence the remaining amount to Rs.126.60lacs is required to be released.

It is, therefore requested that balance A/A & E/S amounting to Rs.126.60lacs may be released so that payment of running account bills may be made to contractor.

कार्यपालक अभियंता
लुधियाना केन्द्रीय मंडल
कैम्पेस रोड, लुधियाना
23/9/15

(12)

Annexure - 27.28



GOVT. OF INDIA
CENTRALPUBLICWORKSDEPARTMENT
LUDHIANACENTRALDIVISION
17B,BRS Nagar
LUDHIANA
E-mail: cpwdldh2009@ymail.com

भारत सरकार
कन्द्रीय लोक निर्माण विभाग
लुधियाना कन्द्रीय मंडल
17B,BRS Nagar
लुधियाना

Telephone/Fax:-0161-2461260

No. 54(1289)/LC.D/2015-16/2559

Dated: 9/10/15

To


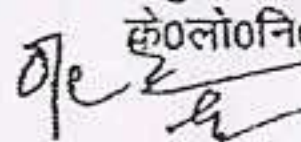
The Registrar,
Central University of Punjab,
Bathinda.

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda (Punjab).

Ref.- This Office letter No. of even No.2344dt.23.9.2015

In reference to the above ,the request was made to release the balance funds of Rs.126.60lacs but till date no funds has been received so far.The work is on finishing stage and contractor is pressing hard to make payment of his running account bill.

It is,therefore, requested that balance funds amounting to Rs.126.60lacs may be released without any further delay so that payment of running account bill may be made to contractor . It is further submitted that the work is very near to its completion.


कार्यालय अभियंता
लुधियाना कन्द्रीय मंडल
कोलो0नि0वि0. लुधियाना:


(13)

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Annexure - 27.29



GOVT. OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
LUDHIANA CENTRAL DIVISION
17B, BRS Nagar
LUDHIANA
E-mail: cpwdldh2009@ymail.com

भारत सरकार
केन्द्रीय लोक निर्माण विभाग
लुधियाना केन्द्रीय मंडल
17B, BRS Nagar
लुधियाना

Telephone/Fax: 0161-2461260

No.54(1289)/LCD/2015-16/2668

Dated 4/11/15

To
The Registrar
Central University of Punjab,
Bathinda.

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda (Punjab).

Ref:- This Office of even No.2344dt.23.9.2015 & of even No.2559dt.21.10.15

Sir,

In reference to the above request was made to release of the balance funds of Rs.126.65lacs but till date no funds has been received so far. Form- 65 is also enclosed herewith for ready reference. It is also stated that expenditure upto 10/15 has been gone in minus to Rs.90.02lacs.

It is, therefore, once again requested that funds Rs.126.65lacs may please be released in favour of this Office so that work could be completed.

Encls. Form-65

कार्यपालक अभियंता
लुधियाना केन्द्रीय मंडल
के०लो०नि०वि०, लुधियाना

Copy to :-

1. The Executive Engineer, Central University of Punjab, Bathinda for necessary action please. Encl. form-65

2. सहायक अभियंता, लुधियाना केन्द्रीय चप मंडल, के०लो०नि०वि०, लुधियाना को आवश्यक कार्यवाई हेतु Encl. - form-65

कार्यपालक अभियंता

(14)

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Ludhiana Central Division, CPWD, Ludhiana

Expenditure statement of Central Univ. of Punjab Bathinda works for the month 10/2015.

Fig. in lacs.

Sr No	Name of work	AAVES	Deposit up to previous month	Deposit during the month	Up to date deposit recd.	Funds transfer to EE(E)	Expd. Up to previous month	Expd. During the month	up to date expd ifc funds transfred to Elect.	Balance of funds	Up to date progress	Funds required.	Remarks
1	C/O Entry road at main campus of Central Univ. of Punjab Near Village Ghudda, Bathinda	378.97	252.32	0	252.32	21.50	259.15	61.69	342.34	-90.02	85%	126.65	Work in progress.
2	C/O Entry road at main campus of Central Univ. of Punjab Near Village Ghudda, Bathinda Pr-II		120.00	0	120.00	0	0	0	0	120.00			

[Signature]
 Assistant Account Officer
 Ludhiana Central Division,
 C.P.W.D., Ludhiana.

[Signature]
 Executive Engineer
 Ludhiana Central Division,
 C.P.W.D., Ludhiana.

(15)

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CONSOLIDATED FORM -65 FOR THE MONTH EI Nov.2015

1. Name of work : C/O Main Entry Road at Main campus of Central Univ. of Punjab at Village Ghuddal(Bathinda).
2. Sanctioned Amount & Date as per latest A/A & E/S : 378.57 lacs dt.29.03.2013.
3. Whether the sanctioned amount as above is original or as per RPE/As per original P.E.
4. If RPE/RPE is required and yet to be submitted, the likely amount thereof.
5. Likely date of submission of RPE/RPE : N.A.
6. Brief reasons for RPE/RPE(as the case may be) yet to be submitted.
7. Overall Physical progress of Civil Works : 72%
8. Overall Physical progress of Electrical Works :
9. Actual/Target date of completion of the work as a whole (as the case may be): 14.01.2015/31.12.2015.
10. Expenditure details (As given below).

Total deposit received upto the month in question	Expenditure already incurred upto the month in question					Value of work done upto the month			Total value of work done (6+7+8)	Anticipated value up to 12/2/15	Total		Immediate requirement of add.funds
	Civil + Hort.	Electrical	Total	Contingencies	Total(4+5)	Civil + Hort.	Electrical	Total			Civil + Hort.	Electrical	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
252.32	321.23	21.50	342.73	0	342.73	40.00	0.00	40.00	322.73	126.65		126.65	126.65

CERTIFICATES(as relevant and applicable)

1. Certified that the expenditure shown above in Col.4 is correct and as per accounts of the Civil & Electrical Division.
2. Certified that the work is in progress as per design & scope of the sanctioned estimate.
3. Certified that the anticipated liabilities as shown in Col.10 are on a/c of work yet to be done during the next three months as per design and scope of the estimate.

[Signature]
 Assistant Account Officer
 Ludhiana Central Division,
 C.P.W.D., Ludhiana.

[Signature]
 Executive Engineer
 Ludhiana Central
 C.P.W.D., Ludhiana.

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Annexure-27.30

Speed Post

GOVT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
LUDHIANA CENTRAL DIVISION
17-B, B.R.S Nagar LUDHIANA
E mail: cpwdldh3009@gmail.com



भारत सरकार
केन्द्रीय लोक निर्माण विभाग,
लुधियाना केन्द्रीय मंडल
17, बी.बी.आर.एस.नगर, लुधियाना
Telephone/Fax: -0161-2461760

No.54(1289)LCD/2016-17/ 2632

Dated: 14/10/16

To

The Registrar,
Central University of Punjab,
Bathinda.

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda (Punjab).

Ref:- This Office of even No.2344dt.23.9.2015 & of even No.2559dt.21.10.15& of even No.2668dt.4.11.2015&
even No.1115dt.5.5.2016 & even No.1595dt.27.06.2016

Sir,

In reference to the above cited letters, requests were made to release the balance funds but till date no funds has been received so far. In this regard it is stated that the A/A & E/S for above said work was issued to amounting to Rs.378.97 lacs. However, modified PE amounting to Rs.4.72,82,500/- has already been submitted by the Competent Authority vide letter No.23(63)/SE(P)/EE(P)-I/NZ-S/446 dated 25.02.2014. The funds amounting to Rs.372.32 lacs have been received so far against which expenditure has been occurred to Rs.379.75 lacs. The 8th & final bill of the agency is pending for want of funds.

In spite of repeated requests in the matter, no funds has been received so far whereas the work has already been completed and the payment of contractor is pending due to want of funds.

It is, therefore, once again requested that funds of Rs.60.00 lacs may please be released in favour of this Office so that payment of final bill shall be made to the contractor to avoid any litigation for want of funds.

कार्यपालक अभियंता
लुधियाना केन्द्रीय मंडल
कै०लो०नि०वि०, लुधियाना

Copy to :-

1. The Superintending Engineer, Jalandhar Central Circle, CPWD, Jalandhar for information please.
2. The Asstt. Engineer, Central University of Punjab, Bathinda for necessary action please.
3. The Asstt. Engineer, Bathinda Central Sub Division, CPWD, Bathinda. He is directed to take up the matter with CUP Authorities for release of funds immediately.

कार्यपालक अभियंता

17

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कार्यालय:
अधीक्षण अभियंता
जालंधर केंद्रीय परिमंडल
के.लो.नि.वि., 448, जी टी बी नगर, जालंधर
सं: 24(2)/जा0के0परि0/2016/ 2325-18



जालंधर - 144001
दूरभाष - 0181-2272900
मोबाइल 8146520999
फैक्स - 0181-2273900
दिनांक 23/11/2016

To,

The Registrar,
Central University of Punjab,
Bathinda (Pb.)

Annexure 27.31

Sub:- C/o Main Entry Road to Central University of Punjab (Bathinda).

Ref:-EE's Ludhiana letter No.51(1289)/LCD/2016-17/2627 dated 14-10-2016.

Please refer to Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana letter referred above, vide which it was requested that funds of Rs. 60 Lacs may be released as 8th & final bill of agency is pending for want of funds.

In the backdrop of case, it is intimated that A/A & E/S for sum of Rs. 3,78,97,000/- was issued vide letter No. CV PB/CC/B/CPWD/1450 dated 29.03.2013. A revised/modified estimate for a sum of Rs. 4,72,82,500/- had already been submitted to your office by Chief Engineer (NZ-V), CPWD vide letter No 23(63)/SE(P)/EE(P)-I/NZ-V/446 dated 25.02.2014(copy enclosed).

The reasons for increase in the cost has already been cited in the report part of revised /modified estimate so submitted to your office.

The 8th & final bill of contractor could not be paid due to non availability of funds. Non-payment to contractor may lead to Arbitration & litigation which may result in losses to the Govt Exchequer.

In view of above, it is requested to sanction the revised P.E. and release balance funds for sum of Rs.60 Lacs immediately as already requested by the Executive Engineer, Ludhiana Central Division to avoid any loss to the Govt. on account of impending contractual dispute due to continued non-payment of the final bill to the contractor.

It is also worthwhile to mention that the subject work has been physically completed on 20.04.2016 and handing over notes and or inventories for handing over/taking over of lands already submitted to your good office since last more than 04 months.

Please accord top priority to the above.

EW: As above

अधीक्षण अभियंता,
जालंधर केंद्रीय परिमंडल,
के.लो.नि.वि. जालंधर।

प्रतिलिपि

कार्यपालक अभियंता, लुधियाना केंद्रीय मण्डल, के.लो.नि.वि. 17-बी, भाई रंधीर सिंह नगर,
लुधियाना को सूचनाार्थ। 2452 26/11/2016

S. K. S
28/11

अधीक्षण अभियंता.

(18)

245

कार्यालय अधीक्षण अभियन्ता सू.के.प.के.के.सि.वि. 17.बी. वी.आर.एन. नगर, लुधियाना।	
आयसी सं. दिनांक: 2.18	
सहायक अभियन्ता	
कार्यालय अधी.	
बिल लिपि: भारत सरकार	
जनरल लिपि: Government of India	
सूचना: केन्द्रीय लोक निर्माण विभाग	
कार्यपालक अभियन्ता	
	Central Public Works Department

**MOST URGENT
DISPUTE PRONE CASE**

Annexure-2732



कार्यालय:
अधीक्षण अभियन्ता
जालंधर केन्द्रीय परिमंडल
केन्द्रीय लोक निर्माण विभाग
448, जी० टी० बी० नगर, जालंधर।
दूरभाष : 0181-2272900
फैक्स : 0181-2273900
ई-मेल : sejalandhar.cpwd@yahoo.com

Office of the:
Superintending Engineer
Jalandhar Central Circle
Central Public Works Department
448, G.T.B. Nagar, Jalandhar.
Phone : 0181-2272900
FAX : 0181-2273900
E-Mail : sejalandhar.cpwd@yahoo.com

सं० : 24(22)/CU-Bathinda/ज०के०परि०/2018/35-18

दिनांक: 16/02/2018

सेवा में

The Registrar,
Central University of Punjab,
Bathinda.

Sub: C/o Main Entry Road to Central University of Punjab (Bathinda).

Ref.: 1.Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana letter no. 2344 dated 23.09.15, even no. 2559 dated 21.10.15, even no. 2668 dated 04.11.15, even no. 1115 dated 05.05.16, even no. 1595 dated 27.06.16, even no. 2827 dated 14.10.16, even no. 853 dated 28.04.17 and even no. 1227 dated 29.06.17.

2.SE, Jalandhar Central Circle, CPWD, Jalandhar letter no. 2325-H dated 23.11.16.

Kindly refer to the above cited letters addressed to your good self by the concerned Superintending Engineer and Executive Engineer requesting for depositing the balance funds amounting to Rs.60 Lacs to enable CPWD to make payment of final bill to the contractor as also to close the Works Account as the work has already been physically completed on 20.04.16.

In the backdrop of the impugned case, it is intimated that A/A & E/S amounting to Rs.3,78,97,000/- was issued by the University Authorities vide their letter no. CV PB/CC/B/CPWD/1450 dated 29.03.13 on the preliminary estimate

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submitted by CE(NZ-V), CPWD, Jammu vide their letter no. 2845 dated 22.03.2013. After receipt of A/A & E/S for the above work as aforesaid, the then University Engineer – Sh. Gurtej Sra through e-mail dated 20 Dec.2013 submitted the Detailed Estimate for the above work amounting to Rs.4,73,20,000/- based on the detailed Drawings and Estimate for the above work prepared by the Consultant of the University – Sh. Pardeep Sachdeva. These detailed drawings and Detailed Estimate for the above work were finalized by the Consultants of the University based on the instructions received from the University Authority in a meeting held on 04.12.13. A copy of the e-mail received from the then University Engineer addressed to Er. Jai Bhagwan, the then Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana along with Abstract of Cost for the above work is enclosed herewith for your ready reference. Based on the drawings and Detailed Estimate amounting to Rs.4,73,20,000/- as received by CPWD from University Authorities as aforesaid, the tenders were invited for execution of the above work. Simultaneously, the modified Estimate for a sum of Rs.4,72,82,500/- was also submitted to the Registrar, Central University of Punjab, Bathinda by the Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 23(63)/SE(P)/EE(P)-I/NZ-V/446 dated 25.02.14 (copy enclosed). The modified Estimate as aforesaid was submitted to your good office with the request to accord A/A & E/S for the aforesaid modified Estimate prepared based on the detailed drawings and estimate as submitted by University Engineer through e-mail dated 20.12.13.

Thereafter, several reminders were submitted by the Superintending Engineer & Executive Engineer concerned to your good office for according revised A/A & E/S for the aforesaid modified Estimate so-submitted by the Chief Engineer (NZ-V), CPWD, Jammu, however, the revised sanction was never accorded. In the meantime, the work was awarded to L1 Contractor by the Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana after inviting online tenders and the work was executed according to the Schedule of Quantities submitted by your Consultant and forwarded to CPWD by the University Engineer on 20.12.13. The work has now been completed on 20.04.10, however, the final bill for the above work is pending with the Department even after 02 years of the completion of the work whereas in accordance with the terms and conditions of the contract agreement, the final bill of the contractor has to be passed and paid within 06 months from the date of receipt of the final bill. Thus, the Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana is unable to pass and pay the final bill of the contractor for want of funds from your office. Through prolonged correspondence vide letters as referred above, it has been repeatedly requested that the balance deposit of Rs.60 lacs is required to be deposited by the Central University with the Executive Engineer, Ludhiana to enable him to make the payment of final bill to the contractor and close the accounts of the Govt. work. Further, it was also mentioned through prolonged correspondences as cited above that the contractor has invoked Arbitration clause as per provisions of Contract Clause 25 claiming interest and other losses and damages from Union of India due to non payment of final bill of the above work.

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Further, non payment of contractor's final bill may lead to serious litigation between the contractor and Union of India which may ultimately result in loss to the Govt. Exchequer in the event of Arbitration award being published in favour of the contractor.

It is further clarified that while executing the above work, CPWD has not exceeded the Estimated Cost of Rs.4,73,20,000/- approved by Central University and/OR the modified Estimated Cost of Rs.4,72,82,500/- submitted by the Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 446 dated 25.02.2014 through vide which revised A/A & E/S was also sought to be conveyed by your good office. The completion cost of above work is Rs.433 Lacs which is far below the estimated cost approved by the University authorities vide their that dated 23.12.2013 based on the decision taken in their meeting held on 04.12.2013.

The matter as above was also discussed by the undersigned with VC & Registrar of Central University Bathinda in a meeting held on 03.08.2017.

In view of the above stated facts, it is, therefore, again requested to release balance deposit of Rs.60 Lacs immediately as already requested by CPWD through their various letters under reference to avoid any loss to the Government on account of intending disputes due to continued non-payment of final bill to the contractor.

It is also worthwhile to mention that the said work has been physically completed on 20.04.2016 and Handing over Note and Inventories for Handing over / Taking over has already been submitted to your good office for more than 06 months back.

Kindly accord priority to the above.

(ई० नन्दलाल चौहान)
अधीक्षण अभियंता

Copy to:

1. The Chief Engineer (NZ-V), CPWD, Landoi Bridge, Satwari Cantt. Jammu for kind information, please.
2. The Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana for information and further liaisoning with the client department.
3. PA Guard File.

(ई० नन्दलाल चौहान)
अधीक्षण अभियंता

pag/dic9/180208

दि. २१. ०८. १८.
संख्या... ५५ (१२८९) / ३५७
/सं. सं./..... दिनांक... २१/०८/१८
प्रतिनिधि महापत्र अभियंता,
केंद्रिय उपाययोजना विभाग,
केंद्रिय उपाययोजना विभाग, जम्मू

(21)

१८
Asstt. Accounts Officer
Ludhiana Central Divn
C.P.W.D., LUDHIANA

(२५४)

कार्यपालक अभियन्ता सु.के.न. के.लो.नि.वि. 17, बी. बी. आर. ए. नगर, लुधियाना	दिनांक: 10/7/18
कार्यालय (व्य.)	
कार्यालय संख्या	
कार्यालय अंश	
भेद सं.	
कार्यालय	
ना पत्र	
कार्यपालक अभियन्ता	

Amesure-27.33

**MOST URGENT
ARBITRATION CASE**

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



कार्यालय:
अधीक्षण अभियन्ता
जालंधर केन्द्रीय परिमंडल
केन्द्रीय लोक निर्माण विभाग
448, जी० टी० बी० नगर, जालंधर।
दूरभाष : 0181-2272900
फैक्स : 0181-2273900
ई-मेल : sejalandhar.cpwd@yahoo.com

Office of the:
Superintending Engineer
Jalandhar Central Circle
Central Public Works Department
448, G.T.B. Nagar, Jalandhar.
Phone : 0181-2272900
FAX : 0181-2273900
E-Mail : sejalandhar.cpwd@yahoo.com

सं० : 24(22)/CU-Bathinda/ज०के०परि०/2018/1154-7E दिनांक: 06/07/2018

सेवा में

The Vice Chancellor,
Central University of Punjab,
Bathinda.

Sub: C/o Main Entry Road to Central University of Punjab (Bathinda)

Ref.: 1. Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana letter no. 2344 dated 23.09.15, even no. 2559 dated 21.10.15, even no. 2668 dated 04.11.15, even no. 1115 dated 05.05.16, even no. 1595 dated 27.06.16, even no. 2627 dated 14.10.16, even no. 853 dated 28.04.17, even no. 1227 dated 29.06.17 and even no. 592 dated 23.03.18.

2. SE, Jalandhar Central Circle, CPWD, Jalandhar letter no. 2325-H dated 23.11.16 & letter of even no. 315-H dated 16.02.2018.

Sir,

Kindly refer to the above cited letters addressed to your good self by the concerned Superintending Engineer and Executive Engineer requesting for deposit of balance funds amounting to Rs.60 Lacs to enable CPWD to make payment of final bill to the contractor as also to close the Work Accounts as the work has already been physically completed on 20.04.16.

In the backdrop of the impugned case, it is intimated that A/A & E/S amounting to Rs.3,78,97,000/- was issued by the University Authorities vide their letter no. CV PB/CC/B/CPWD/1450 dated 29.03.13 on the preliminary estimate submitted by CE(NZ-V), CPWD, Jammu vide their letter no. 2845 dated 22.03.2013. After receipt of A/A & E/S for the above work as aforesaid, the then University

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P.T.O.

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Engineer – Sh. Gurtej Sra through e-mail dated 20.12.13 submitted the Detailed Estimate for the above work amounting to Rs.4,73,20,000/- based on the detailed Drawings and Estimate for the above work prepared by the Consultant of the University – Sh. Pardeep Sachdeva. These detailed drawings and Detailed Estimate for the above work were finalized by the Consultants of the University based on the instructions received from the University Authority in a meeting held on 04.12.13. A copy of the e-mail received from the then University Engineer addressed to Er. Jai Bhagwan, the then Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana along with Abstract of Cost for the above work is enclosed herewith for your ready reference. Based on the drawings and Detailed Estimate amounting to Rs.4,73,20,000/- as received by CPWD from University Authorities as aforesaid, the tenders were invited for execution of the above work. Simultaneously, the modified Estimate for a sum of Rs.4,72,82,500/- was also submitted to the Registrar, Central University of Punjab, Bathinda by the Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 23(63)/SE(P)/EE(P)-I/NZ-V/446 dated 25.02.14 (copy enclosed). The modified Estimate as aforesaid was submitted to your good office with the request to accord A/A & E/S for the aforesaid modified Estimate prepared based on the detailed drawings and estimate as submitted by University Engineer through e-mail dated 20.12.13.

Thereafter, several reminders were submitted by the Superintending Engineer & Executive Engineer concerned to your good office for according revised A/A & E/S for the modified Estimate so-submitted by the Chief Engineer (NZ-V), CPWD, Jammu, however, the revised sanction was never accorded. In the meantime, the work was awarded to L1 Contractor by the Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana after inviting online tenders and the work was executed according to the Schedule of Quantities submitted by your Consultant and forwarded to CPWD by the University Engineer on 20.12.13. The work has now been completed on 20.04.10, however, the final bill for the above work is pending with the Department even after 02 years of the completion of the work whereas in accordance with the terms and conditions of the contract agreement, the final bill of the contractor has to be passed and paid within 06 months from the date of receipt of the final bill. Thus, the Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana is unable to pass and pay the final bill of the contractor for want of funds from your office. Through prolonged correspondence vide letters as referred above, it has been repeatedly requested that the balance deposit of Rs.60 lacs is required to be deposited by the Central University with the Executive Engineer, Ludhiana to enable him to make the payment of final bill to the contractor and close the accounts of the Govt. work. Further, it was also mentioned through prolonged correspondences as cited above that the contractor has invoked Arbitration clause as per provisions of Contract Clause 25 claiming interest and other losses and damages from Union of India due to non payment of final bill of the above work. Further, non payment of contractor's final bill may lead to serious litigation between the contractor and Union of India which may ultimately result in loss to the Govt. Exchequer in the event of Arbitration Award being published in favour of the contractor.

Contd..P/2

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It is further clarified that while executing the above work, CPWD has not exceeded the Estimated Cost of Rs.4,73,20,000/- approved by Central University and the modified Estimated Cost of Rs.4,72,82,500/- submitted by the Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 446 dated 25.02.2014 through vide which revised A/A & E/S was also sought to be conveyed by your good office. The completion cost of above work is Rs.433 lacs which is far below the estimated cost approved by the University authorities vide their letter dated 23.12.2013 based on the decision taken in their meeting held on 04.12.2013.

Myths versus facts of the case are as under:-

- **Myth** -CPWD had incurred unauthorized expenditure (Rs.433 Lacs) over and above A/A & E/S (Rs.378.97 lacs).

Fact - CPWD actually incurred expenditure amounting to Rs.433 Lacs on the work against provision of Rs.473.20 lacs of the modified Estimate dated 20.12.2013 as submitted by CUP. Further details relating to aforesaid facts are as under:

- (a) CUP subsequent to issue of A/A & E/S, submitted modified Detailed Estimate for Rs.473.20 lacs based on the drawings and BOQ prepared by their Consultants, Sh. Pardeep Sachdeva through e-mail dated 20th December, 2013.
- (b) Consequently, CPWD through their Chief Engineer (NZ-V) submitted modified Estimate for Rs.472.82 lacs to CUP vide letter dated 25.02.2014 requesting for approval of revised A/A & E/S for the work. Simultaneously, CPWD invited tenders and awarded the work based on the modified BOQ submitted by CUP. The work was accordingly executed and completed on 20.04.2016. However, the CUP did not convey revised A/A & E/S till date to the modified Estimate (Rs.472.82 Lacs) submitted by CPWD vide letter dated 25.02.2014 despite vigorous persuasion by SE and EE concerned.

- **Myth** - CPWD should not have incurred expenditure over and above A/A & E/S amount unless revised A/A & E/S to the modified estimate of Rs.472.82 lacs have been communicated by CUP.

Fact - The modified Estimate for Rs.472.82 lacs was submitted to CUP by CPWD on 25.02.2014 whereas the work was awarded for execution on 09.06.2014 i.e. the modified estimate was submitted by CPWD 04 months prior to the date of award of the work. Thereafter, the matter regarding communication of revised / modified A/A & E/S was vigorously pursued by CPWD with CUP for nearly 04 years but to no avail. Accordingly, the work was executed and got physically completed on 20.04.2016. As per Govt. norms, the sanctioned work cannot be kept on hold for infinite period to avoid loss to the Govt. on account of cost overrun.

P.T.O.

(24)

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It is also worthwhile to mention that there has not been any cost overrun in the completed work over and above the amount of modified estimate submitted to CPWD by CUP and the interest of the Govt. revenue have been taken care of by CPWD during execution of this work.

- Myth – The defects pointed out by the CUP have not been attended by CPWD.

Fact – The major defects have since been rectified by CPWD and compliance thereof already sent to the client department. Even the cobal stones which were getting uprooted, have been got replaced by CPWD through separate agency at the risk and cost of the main contractor. So, CPWD has not left any stone unturned in getting the rectification of defects done in the work under reference.

The matter as above was also discussed by the undersigned with VC & Registrar of Central University, Bathinda in a meeting held on 03.08.2017.

In view of the above stated facts, it is, therefore, again requested to release balance deposit of Rs.60 Lacs immediately as already requested by CPWD through various letters as cited above to avoid any loss to the Government on account of claims raised by the contractor due to continued non-payment of final bill to the contractor and consequential damages / losses occurred to him.

The Contractor has already initiated the Arbitral proceedings against the department and raised claims for Rs.365 Lacs + (Copy enclosed for ready reference). As per Arbitration Clause 25 of the Agreement, Chief Engineer has already appointed Sole Arbitrator in the case. The Arbitral proceedings have already commenced.

(*) escalation, damage and interests claimed thereon.
It is also worthwhile to mention that the said work has been physically completed on 20.04.2018 and Handing over Note and Inventories for Handing over / Taking over has already been submitted to your good office for more than 06 months back.

Kindly accord priority to the above.

Encl: As above.

With regards.

(ई० नन्दलाल चौहान)
अधीक्षण अभियंता

Copy to:

1. The Chief Engineer (NZ-V), CPWD, Landoi Bridge, Satwari Cantt. Jammu for kind information, please.
2. The Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana for information and necessary action.
3. PA Guard File.

01.1.16
(ई० नन्दलाल चौहान)
अधीक्षण अभियंता

(25)

(252)

Annexure. 27.34



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

**MOST URGENT
ARBITRATION CASE**



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कार्यालय:
अधीक्षण अभियंता
जालंधर केन्द्रीय परिमंडल
केन्द्रीय लोक निर्माण विभाग
448, ज़ी0 टी0 बी0 नगर, जालंधर।
दूरभाष : 0181-2272900
फैक्स : 0181-2273900
ई-मेल : sejalandhar.cpwd@yahoo.com

Office of the:
Superintending Engineer
Jalandhar Central Circle
CentralPublicWorksDepartment
448, G.T.B. Nagar, Jalandhar.
Phone : 0181-2272900
FAX : 0181-2273900
E-Mail : sejalandhar.cpwd@yahoo.com

सं० : 24(22)/CU-Bathinda/ज०के०परि०/2018/1639

दिनांक: 28/09/2018.

सेवा में

उपकुलपति,
केन्द्रीय पंजाब विश्वविद्यालय,
बठिंडा।

As discussed
prepare a case
for BAC
Noted
24/11/18

Sub: C/o Main Entry Road to Central University of Punjab (Bathinda).

- संदर्भ- 1. कार्यपालक अभियंता, लुधियाना केन्द्रीय मण्डल, केलोनिवि, लुधियाना के पत्र सं० 2344 दिनांक 23.09.15, सम सं०. 2559 दिनांक 21.10.15, सम सं०. 2668 दिनांक 04.11.15, सम सं०. 1115 दिनांक 05.05.16, सम सं०. 1595 दिनांक 27.06.16, सम सं०. 2627 दिनांक 14.10.16, सम सं०. 853 दिनांक 28.04.17 सम सं०. 1227 दिनांक 29.06.17 और सम सं०. 592 दिनांक 23.03.18, 1594 दिनांक 28.08.2018.
2 अधीक्षण अभियंता, जालंधर केन्द्रीय परिमंडल, केलोनिवि, जालंधर के पत्र सं० 2325-110 दिनांक 23.11.2016 और सम सं० 315-110 दिनांक 16.02.2018 और 1154 दिनांक 06.07.18.
3. मुख्य अभियंता (उ०अ०-5), जम्मू कार्यालय के पत्र सं० 939 दिनांक 11.09.2018.

महोदय,

Kindly refer to the above cited letters addressed to your good self by the concerned Executive Engineer requesting for deposit of balance funds amounting to Rs.60 Lacs to enable CPWD to make payment of final bill to the contractor and to close the Work Accounts as the work has already been physically completed on 20.04.16.

In the backdrop of the impugned case, it is intimated that A/A & E/S amounting to Rs.3,78,97,000/- was issued by the University Authorities vide their letter no. CV PB/CC/B/CPWD/1450 dated 29.03.13 on the basis of preliminary estimate submitted by CE(NZ-V), CPWD, Jammu vide their letter no. 2845 dated 22.03.2013. Based on the drawings and Detailed Estimate amounting to Rs.4,73,20,000/- as received by CPWD from University Authorities as aforesaid, the tenders were invited for execution of the above work. Simultaneously, the modified Estimate for a sum of Rs.4,72,82,500/- was also submitted to the Registrar, Central University of Punjab, Bathinda by the Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 23(63)/SE(P)/EE(P)-I/NZ-V/446 dated 25.02.14 with the request to accord A/A & E/S for the aforesaid modified Estimate. This modified estimate was prepared on the basis of based of the detailed drawings and estimate as submitted by University Engineer through e-mail dated 20.12.13.

Central University of Punjab
Engineering Section
अभियंता अनुभाग
क्र.नं./Sr. No. 502
दिनांक/Date 4/10/18

253

3/10/18

modified Estimate so-submitted by the Chief Engineer (NZ-V), CPWD, Jammu. But, the revised sanction was never accorded by the University. In the meantime, the work was awarded to L1 Contractor by the Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana after inviting online tenders and the work was executed according to the Schedule of Quantities submitted by your Consultant and forwarded to CPWD by the University Engineer on 20.12.13.

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257

The defects pointed out by Assistant Engineer of Central University Bathinda vide their office letter no. CUPB/CC/17/490 dated 03.10.2017 have been rectified in all respects and the same has also been conveyed to him by Assistant Engineer, Bathinda Central Sub Division, CPWD, Bathinda vide their office letter no. 54(147)/BCSD/221 dated 18.08.2018.

The CPWD has actually incurred an expenditure amounting to Rs.433 lacs on the work against the A/A & E/S of Rs.378.97 lacs conveyed vide Central University Authorities letter no. CV PB/CC/B/CPWD/1450 dated 29.03.2013.

In view of the above stated facts, it is, therefore, once again requested to release balance deposit of Rs.60 Lacs immediately as already requested by CPWD through various letters as cited above to avoid any loss to the Government on account of claims raised by the contractor due to continued non-payment of final bill to the contractor and consequential damages / losses occurred to him.

The Contractor has already initiated the Arbitral proceedings against the department and raised claims for Rs 365 Lacs + escalation, damages and interest claimed thereon. (Copy enclosed for ready reference). As per Arbitration Clause 25 of the Agreement, Chief Engineer has already appointed Sole Arbitrator in the case. The Arbitral proceedings have already commenced.

It is also worthwhile to mention here that the said work has been physically completed on 20.04.2016 and Handing over Note and Inventories for Handing over / Taking over has already been submitted to your good office for more than 08 months back. The copy of handing over note duly signed by your Estate Officer is still awaited. It is therefore, requested to accord revised A/A & E/S of Rs. 4,72,82,500/- & deposits Additional Fund of Rs. 60 Lacs at the earliest and handing over notes duly signed should be sent to AE, CPWD at the earliest.

Kindly accord priority to the above.

संलग्न- उपरोक्त।

(ई० मनोहर लाल) 24/8/18
अधीक्षण अभियंता

प्रतिलिपि:

- 1 मुख्य अभियंता (उ०अं० 5), केलो.नि.वि, लन्दोई ब्रिज, सतवारी कैंट, जम्मू-180003 को सूचनार्थ।
- 2 कार्यपालक अभियंता, लुधियाना केंद्रीय मण्डल, केलो०नि०वि०, 17-बी, भाई रंधीर सिंह नगर, लुधियाना को सूचनार्थ एवं आगामी कार्यवाही हेतु।
- 3 निजि मिसल।

(ई० मनोहर लाल)
अधीक्षण अभियंता

(27)

- 131 -

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Amexare 27.35

भारत सरकार

कार्यपालक अभियन्ता

लुधियाना केन्द्रीय मण्डल,

के. लो. नि. वि., 17-बी. आर. एस. नगर लुधियाना।

E-mail: cpwdldi2009@ymail.com

Telephone/Fax: 9161 2461260

स: 54(1289)/लु.के.म/2019/ 06

दिनांक: 01/01/2019

To

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab)

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda - regarding

Dear Sir,

With reference to above mentioned work, the details of liability incurred by Ludhiana Central Division, CPWD, Ludhiana, but not paid are as under:

Sr. No.	Description of Particulars	Amount
1.	Payment pending on a/c of Service Tax	Rs. 17,88,979/-
2.	Final Bill to be paid	Rs. 25,09,869/-
3.	Amount adjustable for difference of A/A & E/S and Actual expenditure: (Rs.3,72,32,333/-) Rs.3,79,74,957/-=	Rs. 7,42,624/-
4.	Payment to Sole Arbitrator Shri Seeta Ram Panday	Rs. 2,00,000/-
Total Rs.		Rs. 52,41,472/-

It is also to inform that, the contractor has invoked Arbitration Clause and Sh. S.R. Randey has been appointed as Sole Arbitrator by CE (NZ-V), CPWD. At present Arbitration proceeding is going on. The above figures do not include the amount of Arbitral Award, if any.

कार्यपालक अभियन्ता,

लुधियाना केन्द्रीय मण्डल,

के. लो. नि. वि., लुधियाना।

Handwritten signature and date 7/1/19

As documents detail to be kept up in SCBAC of 7/1/19
AE
Handwritten signature and date 4/1/19

Central University of Punjab
Engineering Section
अभियन्ता मण्डल
क्र.नं./Sr. No. 645
दिनांक/Date 01/01/2019

(255)

2871
01/01/19



भारत सरकार

कार्यपालक अभियन्ता
लुधियाना केन्द्रीय मण्डल,
के.लो.नि.वि., 17-बी.आर.एस. नगर, लुधियाना।

Annexure 27.36

E-mail: cpwdldh2009@ymail.com

Telephone/Fax: 0161-2461260

स: 54(1289)/लु.के.म/2019/63
रोपांमें

दिनांक: 16.1.19

The Vice Chancellor,
Central University of Punjab,
Bathinda.(Punjab).

Subject: C/o Main Entry Road to Central University of Punjab at Bathinda.
Reference: E-mail received from Executive Engineer, Central University, Bathinda on 02.01.2019
Dear Sir,

In continuation of this office letter No. 54(1289)/LCD/2019/06 dated 01.01.2019 and e-mail from Executive Engineer, Central university Bathinda, the detail of liability incurred by Ludhiana Central Division, CPWD, Ludhiana, but not paid by the University authority are as under :-

S.No.	Description of particulars	Amount	Remarks
1.	Payment pending on a/c of Service Tax	17,88,979/-	Annexure -A enclosed(2 pages) ✓
2.	Amount of final bill	21,69,341/-	Annexure -B enclosed((13pages)
3.	Amount adjustable for difference Of A/A & E/S and actual expenditure : (Rs.3,72,32,333/-) (-) Rs.3,79,74,951/-)	7,42,624/-	Annexure- C enclosed(1 page) ✓
4.	Payment of Sole Arbitrator Shri Seeta Ram Pand	2,00,000/-	Annexure- D enclosed(1 page) ✓
5.	Amount adjustable for Additional work done Through other agency.	3,40,528/-	Annexure- E Enclosed(6pages) ✓
		<u>52,41,472</u>	

It is also to inform that contactor has invoked the Arbitration clause and Shri S.R.Pandey has been appointed as Sole Arbitrator by CE(NZ-V), CPWD, Jammu. As Arbitration proceeding is going on. Statement of claims has been submitted by the agency(copy enclosed-Annexure -F). Statement of defence is being prepared.

It is requested that amount of Rs. 52,41,472/- may please be remitted at an earliest.

Unit As above

Copy to the

- Assistant Engineer, Bathinda Central Sub Divn., CPWD, Bathinda for information. (Mr N.K. Kohli)

कार्यपालक अभियन्ता

कुलपति कार्यालय/VCO
क्र/Slr. 0300
दिनांक/Dt. 18/1/19

Central University of Punjab
Engineering Section
अभियन्ता अनुभाग
क्र नं./Sr. No. 699

-133-

(256)

[Type text]

Ed Singh
Registrar
18/1/19

Resolve:

BAC advised that work fronts in Academic Block may be provided to M/s Godrej as recommended in the 43rd SCABC meeting. The BAC also noted that M/s Godrej would simultaneously take up the repairing/updating of old furniture in the existing laboratories in the city campus with the same colour scheme and counter top to bring it at par with the new furniture as per the contract.

Item: BAC: 43:2019:21

To consider the revised A&A & E/S and release of additional funds to CPWD for the construction of Main Entry road to Central University of Punjab, Bathinda, constructed by CPWD as a deposit work and CPWD's request received vide Letter no. 1639 dated 28.09.2010 (Annexure 43.21) and letter no. 1154 dated 06.07.2018 (Annexure 43.21.1).

The BAC noted that CPWD is demanding additional funds of Rs. 60 Lacs beyond the sanctioned amount of Rs. 3.78 Crores for construction of main entrance road to CUP. The Member Secretary stated that no justification was provided by CPWD for the deviations in completion of works and seeking extra funds beyond the sanctioned amount.

Resolve:

The BAC advised that the matter may be referred to the Ministry of Human Resource & Development to allocate the funds after examining the merit of the case.

Item: BAC: 43:2019:22

To consider the Amendment to detailed letter of acceptance (DLOA) due to implementation of GST with effect from 01.07.2017 for Phase 1B works (Bidding document no. UKM/A372-000-PK-TN-7083/1005) submitted by EIL vide Letter No. EIL/Infra/CUPB/A372/243 dated 31.12.2018 (Annexure 43.22) and recommended by SCBAC in its 42nd meeting vide its Agenda Item no. SCBAC: 42/2018/10.

The BAC noted that due to change in the existing government tax structure from service tax to GST on manufacturing and services to GST and its implementation from 01.07.2017 onwards the overall cost of Phase 1B works is expected to increase.

The BAC was apprised that the contract price of Phase 1B work was based on taxes and duties of the pre-GST regime including all taxes and duties along with swatch Bharat cess and krishi kalyan cess etc except service tax. After the implementation of GST on 01.07.2017 the contractor was required to pay 12% GST to the Central Government. EIL vide their letter No. EIL/Infra/CUPB/A372/243 dated 31st December 2018 stated that since all the taxes including service tax etc were subsumed in GST therefore KSMB had offered a discount of 12% on the unexecuted value of contract as on 01.07.2017 with the said discount uniformly applied to all the items of schedule of rates (SOR) forming part of contract to offset against the impact of 12%.



पंजाब केन्द्रीय विश्वविद्यालय 383

संसदीय अधिनियम 25 (2009) के द्वारा स्थापित

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

Ref. No.: CUPB/CC/ES/19/1526

Dated: 22/3/19

To

Annexure - 27 38

Sh. G.C. Hosur
Joint Secretary (CU)
Department of Higher Education
Ministry of Human Resource Development
Room No. 233-C, ShastriBhawan,
New Delhi- 110001

Subject:- Construction of roads by CPWD on 'Deposit Work' basis in the main campus of CUPB during 2013-14 and 2014-15.

Sir,

The Central University of Punjab, Bathinda (CUPB) is in the process of setting up its new campus near Bathinda on a plot of 500 acres provided by Government of Punjab. The Phase 1 works are likely to be completed within the next three months. If it so happens, the University will commence its next academic session from its new campus.

While most of the construction in the new campus is being got done through M/s Engineers India Limited who were appointed as Project Management Consultants by CUPB. However, some road works for the main entry was entrusted to CPWD on deposit work basis in 2013. The University had sanctioned an estimate of Rs. 3.78 crores based on the estimates submitted by CPWD. However, CPWD completed the work in 2014-15 at a total cost of Rs. 4.23 Crores resulting into an additional expenditure of Rs. 15 Lacs. Since CPWD did not obtain prior approval for additional expenditure and for the extra amount spent by them, CUPB is not in a position to release the additional funds of Rs 52 Lacs to CPWD as demanded by them.

Various officials of CPWD have been contacting CUPB through letters and personal visits in this regard. It appears that CPWD has not paid fully to its contractor of the road work and the agency has dragged CPWD to the Arbitration. The University requests your advice in the matter taking into account the position explained in Para 2 above.

Yours Truly

Registrar

Copy to

1. Vice Chancellor Secretariat: For kind information of Hon'ble Vice Chancellor.

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भारत सरकार
Government of India
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT
लुधियाना केन्द्रीय मंडल
LUDHIANA CENTRAL DIVISION
17. बी.बी.आर.एस.नगर, लुधियाना
17-B, B.R.S Nagar LUDHIANA



E-mail: eelcd.ludn.cpwd@nic.in Telephone/Fax:-0161-2461260

Annexure 27.39

F. No. 54(1289)/LCD/ 4 63

Dated: 13/03/2019

सेवा में,

✓ उप कुलपति,
केन्द्रीय पंजाब विश्वविद्यालय,
सिटी कैम्पस, मनसा रोड,
बठिंडा-151001.

Central University of Punjab
Engineering Section
अभियन्ता अनुभाग
क्र.नं./Sr. No. 779
दिनांक/Date 13/03/19

विषय: C/o Main Entry Road to Central University of Punjab (Bathinda).

- संदर्भ: (i) This office letter No. 54(1289)/LCD/2344 dated 23.09.2015, even No. 2559 dated 21.10.2015, even No. 2668 dated 01.11.2015, even No. 1595 dated 27.06.2016, even No. 2627 dated 14.10.2016, even No. 853 dated 28.04.2017, even No. 1227 dated 29.06.2017, even No. 592 dated 23.03.2018, even No. 1545 H dated 13.09.2018, even No. 2108 dated 28.11.2018, even No. 06 dated 01.01.2019 and even No. 63 dated 16.01.2019.
(ii) SE/JCC letter No. 2325-II dated 23.11.2016, even no. 315 H dated 16.02.2018, even No.1154-H dated 06.07.2018.
(iii) CE/NZ-V letter No. 939 dated 11.09.2018.

महोदय,

Subject mentioned work has been entrusted to CPWD by the Central University of Punjab (CUP) and Memorandum of Understanding (MOU) has been signed (copy enclosed).

- A/A & E/S amounting to Rs. 3,78,97,000/- was issued by the Central University vide letter No. PB/CC/B/CPWD/1450 dated 29.03.2013 on the preliminary estimate submitted by CE/NZ-V, CPWD, Jammu vide letter No. 2845 dated 22.03.2013.

After issue of A/A & E/S, scope of the work was re-defined by the Central University and an estimate amounting to Rs. 4.73,20,000/- based on drawings and estimate

Registrar/Ex-Eng/BAC

14/3/19

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15/3/19

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कुलपति कार्यालय/VCO
क्र./Sl. No. 0065
दिनांक/Dt. 14/3/19

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framed by Consultant Sh. Pardeep Sachdeva appointed by the CUP was forwarded by Sh. Gurtej Sra, the then University Engineer through e-mail dated 20.12.2013.

- Tenders for the work based on drawings and estimate given by the CUP were invited for execution of the work.
- In the meantime, revised Preliminary estimate amounting to Rs. 4,72,52,500/- based on the drawings and estimate given by CUP was also sent by CE/NZ-V vide letter No. 23(63)/SE(P)/EE(P)-1/NZ-V/446 dated 25.02.2014 for accord of modified A/A & E/S as required under clause-5 of the MOU.
- Work was awarded to the lowest bidder M/s Chiranji Lal Gupta & Sons with date of start as 15.08.2014.
- The work has since been completed on 20.04.2016.
- Final bill of M/s Chiranji Lal Gupta & Sons amounting to Rs.21,69,341/- (which includes amount of Rs.16,46,023/- work done at his risk & cost through other agency) is pending with the department even after 35 months of completion of the work.
- Defects noticed by CPWD and also by the CUP have been got rectified at risk and cost of the executing agency through M/s Puja Electricals.
- Total liabilities of the department against the work is Rs.52.09 lac, breakup of which is enclosed. As has already been intimated to CUP, the agency M/s Chiranji Lal Gupta & Sons has invoked arbitration claiming interest, other losses and damages from Union of India. Detail of claims have also been given to CUP vide letter dated 16.01.2019. CPWD will defend the case in the best possible manner.
- It is brought to your kind notice that non-payment of final bill and service tax to the agency will adversely affect entire arbitration case besides avoidable losses to the Govt arising out of huge interest amount which is increasing day by day due to non-payment of final bill and service tax.

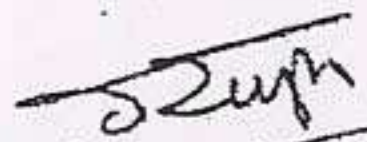
(33)

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- Final payment of M/s Puja Electricals amounting to Rs.19,53,465/- (including recoverable amount of Rs.16,46,023/- from M/s Chiranji Lal Gupta & Sons) is also pending with the department and they are threatening to invoke arbitration clause in case of further delay in their payment.
- As per Para 6 of the MOU, CUP is liable to pay the arbitral award, if any.
- As has been desired by the CUP, a comparison chart of PE, modified PE and work actually executed has been prepared (Copy enclosed) and as per final executed work amount of P.E. works out to be Rs. 5,26,97,391/- against actual expenditure of Rs.4,24,73,805/- i/c actual contingencies of Rs. 9,83,107/- and final amount of expenditure is also well within modified P.E. amounting to Rs. 4,72,82,500/- already submitted by CE/NZ-V vide letter No. 446 dated 25.02.2014.

It is once again requested that amount of Rs. 52.09 lac may be deposited immediately so that outstanding liabilities can be cleared and arbitration case can be defended effectively.

संलग्न : उपरोक्त अनुसार ।


कार्यपालक अभियंता,
लुधियाना केंद्रीय मंडल,
के.लो.नि.वि., लुधियाना

प्रतिलिपि:

1. अधीक्षण अभियंता, जालंधर केंद्रीय परिमंडल, के.लो.नि.वि., जालंधर ।
2. सहायक अभियंता, बठिंडा केंद्रीय उपमंडल, के.लो.नि.वि., बठिंडा ।

कार्यपालक अभियंता

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confectionary shop, Nescafe booth, Verka booth and One room for post office, 3 rooms for dispensary and counselor office and 3 rooms for gymnasium area. Further, the Committee was apprised that the total cost of commercial complex for shifting of Porta type cabins on the basis of CSR/Market rates was of Rs. 16, 81,484 /- (including GST). The expenditure of this work shall be met from the recurring expenditure of the University.

Resolve:-

The BAC resolved to approve the estimates of Rs. 16,81,484 /- for construction of Temporary Commercial Complex at main campus of CUPB by shifting Porta Type cabins from boys hostel after its vacation

BAC/44/2019:37

Consider the latest status of CPWD request for release of additional funds to CPWD for the completion of Main Entry road to Central University of Punjab, Bathinda, constructed by CPWD. Deposit work and request received vide Letter no. 1287 dated 19.07.2019, Letter no. 485 dated 07.08.2019, Letter no. 463 dated 13.03.2019 (Annexure 44.37).

The Committee noted that Superintendent Engineer, Jalandhar Central Circle, CPWD vide his office letter no. 1287 dated 19.07.2019 has again requested for approval of revised A&A and E/S and release of Rs. 52.09 Lac for clearing of additional liabilities for the construction work carried out by CPWD. The Committee was apprised that the matter was discussed in detail by BAC in its 43rd Meeting vide Agenda item no. BAC/44/2019:21 and BAC advised that the matter may be referred to the Ministry of Human Resource & Development to allocate the funds after examining the merit of the case. As per the direction of BAC the matter was referred to MHRD vide this office letter no. CUPB/CC/ES/19/1526 dated 22.03.2019 but no response of MHRD has been received till date.

Resolve:-

DAC advised that since the matter was already referred to MHRD therefore suitable action for release of payment to CPWD be taken after approval of MHRD.

BAC/44/2019:38

Discuss the status of Extra items executed/required to be executed for the completion of A works as intimated by EIL vide their mail dated 03.07.2019 (Annexure 44.38).

The Committee was apprised that EIL had recently informed that the total additional expenditure of Rs. 9.05 Crores was assessed on the account of extra items



पंजाब केन्द्रीय विश्वविद्यालय

Anneure-27.41

संसदीय अधिनियम 25 (2009) के द्वारा स्थापित 7

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

Ref. No.: CUPB/CC/ES/19-20/423

Dated: 25/09/19

To

Executive Engineer
CPWD Ludhiana Division
17-B, BRS Nagar
Ludhiana (Punjab)

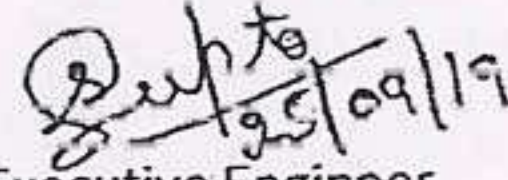
Subject: Establishment of main campus of Central University of Punjab at village Ghudda - Main entrance corridor.

Sir

With reference to the letter no. 24(22)/CU/2019/458-E & 54 (1289)/ldh/1287 dated 27.03.2019 & 19.07.2019, it is intimated that the details of balance payment were discussed in various BAC meetings and in view of the availability of funds at this belated stage, the issue has been referred to MHRD vide letter no. CUPB/CC/ES/19/1526 dated 22.03.2019 for release of additional funds. (the copy of letter is attached). The matter could only be decided after the receipt of suitable reply from MHRD.

This is for your information please.

Yours Truly


25/09/19
Executive Engineer

Copy to:

1. Vice Chancellor Secretariat: For kind information of Hon'ble Vice Chancellor.
2. PA to Registrar: For the information of the Registrar.

(30)

(263)

-140-

Armesure - 27.42

URGENT ARB. MATTER



भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि, CPWD,

17-बी, भाई रंधीर सिंह नगर, लुधियाना) पंजाब(
17-B, BRS Nagar, Ludhiana (Punjab):

Ph. No. 0161-2461260, ईमेल-eelcd.lhn.cpwd@nic.in



No. 54(1219)/LCD/1861

Date 25/10/2019

सेवा में,

The Vice Chancellor,
Central University of Punjab,
Bathinda.

Central University of Punjab
Engineering Section
अभियन्ता अनुमाग
क्र.नं./Sr. No. 1214
दिनांक/Date 30/10/19

विषय: C/o Main Entry Road to Central University of Punjab (Bathinda).

Ref: CE-Chandigarh office letter No.3/3/2019-Budget/2321 Dated 24.09.2019.

Sir,

Please refer various correspondence from CPWD vide which it has been intimated that disputes have arisen with the construction agency i.e. M/s Chiranji Lal Gupta & Sons. Claims are mainly due to non payment of final bill and other dues to the agency. Detail of claims has also been conveyed vide SE/JCC letter No.24(22)/CU-Bathinda/JCC/2018/1154-H dated 06.07.2018. Lastly this intimation has been conveyed vide CE-Chandigarh letter no.2321 dated 24.09.2019 under reference.

Arbitral proceedings are in progress. The claimant M/s Chiranji Lal Gupta & Sons pvt. Ltd. has filed SOC and Rejoinder. The respondents i.e. Union of India & Others have also filed SOD and Sur- Rejoinder. Copies of the arbitral proceedings are enclosed for further reference in this regard. Other documents will also be provided on demand.

As per latest CPWD guidelines issued by the EE(TLC), New Delhi vide No.4/2013/SE(TLLC)/CSQ/124 dated 16.10.2019 (copy enclosed), client department is required to appoint a Nodal Officer who will be kept in loop in the entire dispute resolution procedure like; constitution of DRC, Appointment of Arbitrator, Submission of CSF, Arbitration hearings, Arbitration Award, Acceptance/ challenge of award etc.

In view of above guidelines, it is requested to appoint a Nodal Officer who will be kept in loop for remaining Arbitration hearings, Arbitration Award, Acceptance/ challenge of award etc.

Encl: as above.

Copy to:

1. Chief Engineer - Chandigarh, CPWD, Sector -9-A, Kendriya Sadan, Chandigarh w.r.t. their office letter No.24/14/2019/A&C/2670 dated 23.10.2019.

कुलपति कार्यालय/VCO
क्र./Sr. 333
दिनांक/Date 29/10/19

Ex Eng: Pheendinaam
29/10/19

(37)

कार्यपालक अभियन्ता- लुधियाना

-141-



ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਿਆਲਯ

ਸੰਸਦੀਯ ਅਧਿਨਿਯਮ 25 (2009) ਕੇ ਦੁਆਰਾ ਸਥਾਪਿਤ

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

404

Annexure - 27.43

Ref. No.: CUPB/CC/ES/19-20/545

Dated: 08/11/2019

To

Executive Engineer
CPWD Ludhiana Division
17-B, BRS Nagar
Ludhiana (Punjab) - 141012

Subject: C/o Main Entry Road to Central University of Punjab (Bathinda).

Reference: Your Office letter no. 54(1219)/LCD/1861 dated 25/10/2019 addressed to Hon'ble Vice Chancellor, CUPB.

Dear Sir,

With reference to the above referred letter your attention is invited to the various letter of this office where it has been time and time again intimated that the University had approved the A/A & E/S of Rs. 3.78 Crore for the construction of main entry road to CUP, Main Campus. Further CPWD has carried out the work at site beyond the approval of A/A & E/S at its own will without obtaining the prior approval of the University.

It is also noted that the contractor has invoked the Arbitration due to non payment of their final bills and other dues which has happened due to the fault of CPWD for executing work in excess to the sanctioned amount without obtaining prior approval of University.

In the light of above facts University would like to clarify that the Arbitration has been invoked by the contractor only due to negligence of CPWD and not because of University and therefore University is not liable for this Arbitration and its award, if any.

Regards


Executive Engineer

Copy to:

1. Vice Chancellor Secretariat: For information to the Hon'ble Vice Chancellor.
2. PA to Registrar: For the information of the Registrar.
3. Chief Engineer - Chandigarh, CPWD, Sector -9-A, Kendriya Sadan, Chandigarh - 140901

38

265

Annexure - 27.44



सत्यमेव जयते

भारत सरकार
कार्यालय मुख्य अभियन्ता (चण्डीगढ़)
केन्द्रीय लोक निर्माण विभाग
सेक्टर-१ए, चण्डीगढ़

फोन नं०:- 0172-2743914 फैक्स नं०:- 0172-2741673
cenz1cpwd@yahoo.in / ce.chd@cpwd.gov.in



CPWD

संख्या: 23(624)/गु० अभि०(च०)/का० अभि०(यो०)/ 2959

दिनांक: 26/11/2019

To

✓ The Vice Chancellor,
Central University of Punjab,
City Campus, Mansa Road,
Bathinda -151001.

Central University of Punjab
Engineering Section

अभियन्ता अनुभाग
क्र.नं./Sr. No. 1308
2/12/19

विषय: C/o Main Entry Road to Central University of Punjab (Bathinda)

Ref: CUPB/CC/ES/19-20/545 Dated 08.11.2019.

Please refer various correspondences with Central University of Punjab Bathinda (CUPB) regarding release of balance funds of Rs.34.20 lac and intimation regarding ongoing arbitration case with M/s Chiranji Lal Gupta & Sons Contractors for the project cited work. Last minute details of the same were communicated to yourself vide office letter number 3/3/2019-budget/2321 dated 24.09.2019. Further communication regarding ongoing arbitration case with M/s Chiranji Lal Gupta & Sons was made by Executive Engineer, Ludhiana Central Division vide letter No.54(1219)/LCD/1861 dated 25.10.2019 with request to appoint a Nodal Officer who will be kept abreast with the arbitral proceedings, award, acceptance/ challenge etc.

This office is in receipt of letter number 545 dated 08.11.2019 under reference from Executive Engineer, CUPB addressed to the Executive Engineer, Ludhiana, CPWD, Ludhiana with copy to yourself and the undersigned among others and vide which it has been communicated that CPWD has carried out the work at site beyond the approval of A/A & E/S at its own will without obtaining prior approval of the university and the university is not liable for this arbitration and its award, if any.

Statement by the university is contrary to the spirit of MOU on following grounds:-

1. A Memorandum of Understanding (MoU) between CPWD and CUPB has been signed for the work wherein obligations on the part of CPWD and the CUPB have been clearly defined as:-

- (C) Consultant
- 02/12/19
396
29/11/19
- a) That Para 5 at Page 1 of the MoU clearly states that "CPWD does not bind itself to complete the work within the estimated cost. If additional funds are required, the same will have to be provided by the client department. Necessary revised estimate will be submitted as and when required."
- b) That Para 6 at Page 2 states "Any dispute out of the operation of the contractor(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, get the Arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the

(39)

(360)

-143-

- award or to challenge the same in a court of Law will be binding on the client department.”
- c) That Para 7 at Page 2 states “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 eventually, the client department shall be solely responsible for all consequences arising out of such stoppage/ abandonment of work including claims of contractors for compensation/ damages.”
- d) That Para 8 at Page 2 states “In case where funds are deposited in installments, CPWD will not be responsible for any delay, damage, stoppage of work, claims of contractors for compensation/ damages etc. due to non-receipt of funds in time.”
- e) That Para 12.0 at Page 3 states “the client agrees to undertake the followings:-
- i) “Deposit the required funds as per schedule specified above. Deposit any additional funds that may be required to complete the work as per revised estimate submitted by the CPWD after approval from the competent authority” as per Para 12.1 of the MoU.
 - ii) “Enlarging the cost and time stipulated in the estimate, if changes are made in the approved designs/ drawings/ specifications” as per Para 12.5 of the MoU.
 - iii) “Providing the required funds as per cash flow requirement projected by the CPWD” as per Para 12.8 of MoU.
 - iv) “According revised sanctioned without any delay in case of escalation” as per Para 12.9 of the MoU.
 - v) “Designating a suitable empowered nodal officer for coordinating with the CPWD for the entire project duration. All communications by the designed 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 be empowered to take decisions on remedial measures for unforeseen situations arising out entities external to the project” as per Para 12.11 of MoU at Page-3.
2. A/A & E/S amounting to Rs. 378.97 lac was accorded by the Central University of Punjab Bathinda vide letter No. 2845 dated 22.03.2013. After issue of A/A & E/S, scope of the work was redefined by the CUPB and revised drawings alongwith an estimate amounting to Rs. 473.20 lac framed by University engaged consultant was sent via email on 20.12.2013 by Sh. Gurtej Sra, the than University Engineer. Tenders were called based on drawings and estimate given by CUP Bathinda. In the meantime, revised preliminary estimate amounting to Rs.472.53 lac was sent to the CUP by Chief Engineer, NZ-V on 25.02.2014 i.e. well before award of the work. The work was awarded to the lowest bidder on 15.04.2014 and the same was completed on 20.04.2016.

In view of above, it is amply clear that CPWD has intimated about the revised cost of work i.e. Rs.473.20 lac increased from Rs.378.97 lac due to

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change in drawings and specifications well before award of the work. Had CUP any reservation regarding revised cost, they were required to intimate regarding the same immediately on receipt of revised P.E. to enable CPWD to curtail scope of the work or abandon it altogether. Please note that as per MoU, CPWD is required to give revised estimate to the CUPB in case of cost overrun and the same has been compiled by the CPWD well before start of the work. No clause of the MoU states that prior approval of the University is required for incurring additional expenditure. Denying additional funds of Rs.34.20 lac which are well within the revised P.E. amount of Rs.473.20 lac and only 7.20% above the original A/A & E/S amount of Rs.378.97 lac at later stage is in violation of the MoU clauses mentioned above. Additional funds of Rs.2.00 lac are to be paid to the Arbitrator as installment of his fee immediately.

3. Your attention is once again invited towards Para 6 of the MoU elaborated above, which clearly states that Arbitration and award, if any, is binding upon CUP Bathinda. CPWD is appraising CUP regarding the dispute with the executing agency and about ongoing arbitral proceedings right from its occurrence.

In view of the MoU agreement and circumstance explained above, it is once again requested to release balance funds immediately as delay in settlement of account of the agency is adversely affecting the arbitral proceedings and is not in Govt. interest. It is also requested to depute a Nodal Officer who will be kept updated for remaining arbitration hearings, Arbitration award, Acceptance/ challenge of award etc.

Blot
26/11/19
(K.C. Singh)
Chief Engineer - Chandigarh
C.P.W.D., Chandigarh.

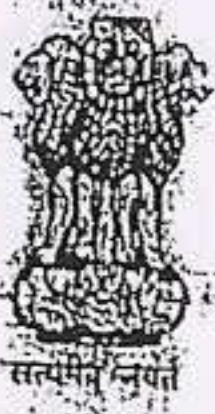
Copy to:- Speed Post

1. Shri G.C.Hosur, Joint Secretary (CU), Department of Higher Education, MHRD, Shastri Bhawan, New Delhi with reference to Registrar, CUP Bathinda letter No.CUPB/CC/ES/19/1526 dated 22.03.2019. Facts pertaining to the issues have been explained in the letter. It is requested that CUP Bathinda may be advised to release balance funds immediately.
2. Superintending Engineer, Jalandhar Central Circle, CPWD, Kothi No. 448, GTB Nagar, Jalandhar.
3. Executive Engineer - Ludhiana, Ludhiana Central Division, CPWD, 17-B, BRS Nagar, Ludhiana.

Chief Engineer - Chandigarh
C.P.W.D., Chandigarh.

(41)

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भारत सरकार,
GOVERNMENT OF INDIA
के. लो. नि. वि. CPWD,

17-बी, भाई रंधीर सिंह नगर, लुधियाना, पंजाब
17-B, BRS Nagar, Ludhiana (Punjab).

Ph. No. 0161-2461260, ईमेल - celcd.ldn.cpwd@nic.in



No. 54(Arb.)/EE-Ludhiana/2063

Dated: 23/11/2019

सेवा में,

Shri S.R. Pandey,
Sole Arbitrator,
19, SRM Apartment, 106 I.P. Extension,
New Delhi - 110092.

In the matter of Arbitration between

M/s Chiranji Lal Gupta & Sons (P) LTD.

Vs

Union of India

Through Executive Engineer,

Central University of Punjab
Engineering Section

अभियन्ता अनुभाग
क्र.नं./Sr. No. 1384
दिनांक/Date 2/12/19

Claimant

Respondent

विषय: C/o Main Entry Road to Central University of Punjab (Bathinda).
Arb. Case No. ARB/SRP/234.
Agreement No. 07/EE/LCD/2014-15.

Ref: Your letter No. ARB/SRP/234 dated 24.10.2019.

Sir,

In compliance to the directions contained in letter No. 234 dated 24.10.2019, this is to communicate that 3rd advance of Rs. 2.00 lakh has been remitted in the account of Ld. Arbitrator vide Transaction No. SI11900431075 (Rs. 1,80,000/- + TDS Rs. 20,000/-) by the respondents.

Copy to:

1. M/s Chiranji Lal Gupta & Sons Pvt. Ltd., #104C, Sector-15, Panchkula-134113 (Haryana).

N.O.O.:-

Copy to:-

1. Vice Chancellor, Central University of Punjab, Bathinda. (Pb.) - 151001.

Registrar / Ex. Eng. / BAC

AEC

to put up in neat

SCBAC / BAC

29/11/19

कार्यपालक अभियन्ता- लुधियाना
के. लो. नि. वि. लुधियाना

कार्यपालक अभियन्ता- लुधियाना

City Campus, Mansa Road,
Bathinda. (Pb.) - 151001.

कार्यपालक अभियन्ता- लुधियाना

कुलपति कार्यालय/VCO
क्र. /Sr. 39.5
दिनांक/Date 29/11/19



भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि. CPWD,

-17बी, भाई रंधीर सिंह नगर, लुधियाना पंजाब
17-B, BRS Nagar, Ludhiana (Punjab).

Ph. No. 0161-2461260, ईमेल-eelcd.ldn.cpwd@nic.in



No. 54(1219)//EE-Ludhiana/75

Dated: 13-01-2020

सेवा में,

The Vice Chancellor,
Central University of Punjab,
Bathinda.

विषय: C/o Main Entry Road to Central University of Punjab (Bathinda).

Ref: Chief Engineer – Chandigarh, CPWD letter No.23(624)/CE(Chd)/EE(P)/2959 dated 26.11.2019.

Please refer Chief Engineer – Chandigarh letter No.2959 dated 26.11.2019 under reference written in response to Executive Engineer, CUP, Bathinda letter No.CUPB/CC/ES/19-20/545 dated 08.11.2019 wherein it was requested to release Rs.36.20 lacs (34.20 lacs outstanding payment of contractor+ 2.00 lacs payment to the Arbitrator).

In this connection enclosed please find herewith copy of letter from M/s Puja Electricals which is self explanatory and whereby they have requested for release of Rs.18.00 lacs due to them along with interest with copy to the Prime Ministerial Secretariat, 152, South Block, Raisina Hill, Delhi – 110011. Pledging donation @0.25% of the due amount i.e. Rs 18.00 lacs, if the payment is released to them within one month.

It is once again requested to release outstanding amount of Rs.36.20 lacs so that payment could be made to the agencies.

Encl: as above.

[Signature]
कार्यपासक अभियंता लुधियाना
के.लो.नि.वि., लुधियाना

Copy to:-

1. Superintending Engineer – Jalandhar, CPWD, Jalandhar alongwith enclosers.

कार्यपालक अभियंता- लुधियाना

EX. *[Signature]*
12/1/20

To be put up in BAC

[Signature]
17/1/2020

43

Central University of Punjab
Engineering Section
अभियंता अनुभाग
क्र. 1421
दिनांक 16/1/2020

के.लो.नि.वि. लुधियाना
पर्याप्त/अनुभाग
क्र. 487
दिनांक 14/1/2020
हस्ता/Sign.

270

CPWD main Road
file

[Signature]

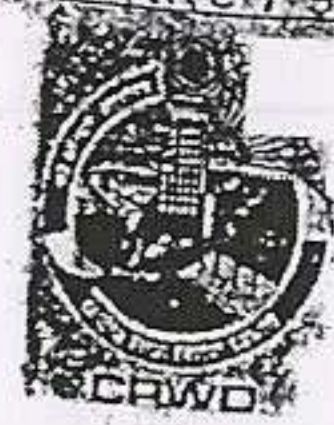


भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि.,CPWD,

17-बी, भाई रंधीर सिंह नगर, लुधियाना (पंजाब)
17-B, BRS Nagar, Ludhiana (Punjab).

Ph. No. 0161-2461260, ईमेल - eelcd.ludn.cpwd@nic.in

स्पीड पोस्ट / ईमेल



19

सं: 54(1289)/ कार्य.अभि.-लुधियाना/2020/1221

Annexure-27.47

दिनांक: 18/09/2020

सेवा में,

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

विषय: C/o Main Entry Road to Central University of Punjab at Bathinda, Punjab.

सन्दर्भ: This office letter No.54(1289)/EE-Ludhiana/2020/31 dated 30.06.2020.

Sir,

Please refer this office letter No.54(1289)/EE-Ludhiana/2020/31 dated 30.06.2020 under reference and earlier correspondence in this regard.

It is once again requested that outstanding amount of Rs.34.20 lac may be released immediately in Govt. interest to avoid further financial implecation & cost of litigation.

[Signature]
कार्यपालक अभियंता- लुधियाना
के.लो.नि.वि., लुधियाना

Copy to:

1. Superintending Engineer - Jalandhar, CPWD, Jalandhar.

Leqr/240/EE

for n/a

कार्यपालक अभियंता- लुधियाना

[Signature]
6/10/2020

View of A ngs. may be taken out.

[Signature]
8/10/2020

44

[Signature]
9.10.20

AR(F)

271

Central University of Punjab
Engineering Section
अभियन्ता अनुभाग
क्र.नं./Sr. No. 153
दिनांक/Date 13/10/2020

[Signature]

[Signature]
12.10.20

AR (E) *[Signature]*

कार्यालय/WCO
488
6/10/2020

लेखा कार्यालय/Contt. Off.
क्र/Sl. 1856
7/10/2020

Amesam 27.48

Resolve:

The Committee discussed the matter in detail and unanimously resolved to authorize the Vice Chancellor to either empanel or appoint the Architect Consultant from Government Institutes of Punjab having the Architectural Consultancy Cell or engaging any agency through tendering process.

Item: BC: 50:2020:26

To consider the revised A&A & E/S and release of additional funds to CPWD for the construction of Main Entry road to Central University of Punjab, Bathinda, constructed by CPWD as a deposit work and CPWD's request received vide Letter no. 1639 dated 28.09.2018; letter no. 1154 dated 06.07.2018, letter no. 1287 dated 19.07.2019; letter no. 485 dated 27.03.2019, Letter no. 463 dated 13.03.2019, Letter no. 54(Arb)/EE-Ludhiana/2063 dated 23.11.2019, Letter no. 2959 dated 26.11.2019, Letter no. 54(Arb)/EE-Ludhiana/2100 dated 28.11.2019, 54(1219)/EE-Ludhiana/75 dated 13.01.2020, Letter no. 1221 dated 18.09.2020, Letter no. 1556 dated 19.11.2020.

NOTE

It is submitted that construction of main entry road of Central University of Punjab, Ghudda was entrusted to CPWD for execution as a deposit work with A/A & E/S amounting to Rs. 3,78,97,000 /- vide University letter no. CV PB/CC/BI/CPWD/1450 dated 29/03/2013 (Annexure-50.26) on preliminary estimates submitted by CE(NZ-V), CPWD, Jammu vide their letter no. 2845 dated 22.03.2013 (Annexure-50.26.1) and a total amount of Rs. 372 Lacs was deposited with CPWD against the above sanction in installments. In the mean time detailed estimate amounting to Rs. 4,73,20,000 /- based on detailed drawings and estimate for the above work prepared by M/s PSDA the Architect Consultant of University was submitted. Based on the instructions given by the University Authorities in a meeting held on 04.12.2013, the tenders for the execution of this work were invited. Subsequently the modified estimate amounting to Rs. 4,72,82,500 /- was submitted to the Registrar, Central University of Punjab by Chief Engineer (NZ-V), CPWD, Jammu vide their letter no. 23 (63)/SE(P)-1/NZ-V/446 dated 25.02.14 (Annexure-50.26.2) for according approval of the University, which remained pending with the University. The work was executed by CPWD according to the schedule of quantities submitted by the University Architect Consultant M/s PSDA and forwarded by the then University Engineer to CPWD on 20.12.2013. The work stand now completed on 20.04.2016 and the payment for the final bill for this work is pending with CPWD.

Superintending Engineer, Jalandhar Central Circle, CPWD vide his office letter no. 1639 dated 28.09.2018 has earlier requested for deposit of additional funds of Rs. 60 lacs at the earliest (Annexure-50.26.3). To verify the claims of Rs. 60,00,000 /- by CPWD through above referred letter, the matter was further got clarified from the office of the Executive Engineer, Ludhiana Central Division, CPWD Ludhiana. In response to queries raised by CUPB, Executive Engineer through their letter no. 06 dated 01.01.2019 (Annexure-50.26.4) and letter no. 63 dated 16.01.2019 (Annexure-50.26.5) CPWD submitted the supporting documents and

ਪੰਜਾਬ ਕੇਂਦਰੀ ਵਿਸ਼ਵਵਿਦਿਆਲਯ
Central University of Punjab

clarified that the Total expenditure of Rs. 4,22,73,805 /- (Excluding the cost of Arbitration fees of Rs. 2,00,000 /- paid to Arbitrator Shri. Sita Ram Pandey) already paid by CPWD has been incurred by CPWD against A/A & E/S of Rs. 378.97 lacs and an amount of Rs. 3,72,32,333 /- deposited by CUPB to CPWD was advance for deposit work.

An additional amount of Rs. 52,41,472 /- (including the cost of Arbitration fees of Rs. 2,00,000 /- paid to Arbitrator Shri. Sita Ram Pandey) detailed in Executive Engineer, Ludhiana Central Division, CPWD Ludhiana letter no. 63 dated 16.01.2019 (Annexure-50.26.6) is required to be remitted to CPWD for the construction of Main entry road to Central University of Punjab, Bathinda.

The contractor has invoked the Arbitration clause and Shri. S.R. Pandey has been appointed as Sole Arbitrator by CE(NZ-V), CPWD, Jammu and Arbitration proceedings are going on.

The matter was discussed in detail by BAC in its 43rd Meeting vide Agenda item no. BAC: 43:2019:21 and resolved as under:

"The BAC advised that the matter may be referred to the Ministry of Human Resource & Development to allocate the funds after examining the merit of the case."

As per the direction of BAC the matter was referred to MHRD vide this office letter no. CUPB/CC/ES/19/1526 dated 22.03.2019 (Annexure-50.26.7). No response of MHRD has been received till date. Further Executive Engineer, CPWD, Ludhiana Central Divisions vide letter no. 463 dated 13.03.2019 (Annexure-50.26.8) has elaborated the bifurcation of amount of 52.09 Lac as demanded by CPWD for clearing the outstanding dues and also informed the University that their main contractor M/s Chiranji Lal Gupta & Sons has invoked the Arbitration claiming interest other loses and damages from Union of India. Further, their other contractor M/s Pooja Electrical is likely to invoke the Arbitration clause in case of further delay in the payments.

The brief bifurcation of funds required by CPWD is as below:-

1. Reimbursement of service tax to the agency	- Rs. 17,88,979 /-
2. Amount of final bill	- Rs. 21,69,341 /-
3. Payment to sole arbitrator	- Rs. 2,00,000 /-
4. Up to date expenditure by CPWD	- Rs. 3,79,74,957 /-
Total Expenditure including liabilities	- Rs 4,24,40,719 /-

Say - Rs 424.41 lac

Up to date funds paid to CPWD - 372.32 Lacs

Balance funds required by CPWD - 52.09 Lacs

The matter was discussed in detail by BAC in its 44th Meeting vide Agenda item no. BAC: 43.2019:37 and resolved as under:

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पंजाब केंद्रीय विश्वविद्यालय
Central University of Punjab

"BAC advised that since the matter was already referred to MHRD therefore suitable action for release of payment to CPWD be taken after approval of MHRD."

Accordingly, as per the direction of BAC the decision of BAC was communicated to Executive Engineer, Ludhiana Central Division, CPWD Ludhiana vide this office letter no. CUPB/CC/ES/19-20/423 dated 25.09.2019 (Annexure-50.26.9).

The matter regarding the status of CPWD request for release of additional funds in regard to the construction works of main entry road to Central University of Punjab (Bathinda) was discussed in detail by BAC in its 44th Meeting vide Agenda item no. BAC: 44:2019:37 and resolved as under:

"BAC advised that since the matter was already referred to MHRD therefore suitable action for release of payment to CPWD be taken after approval of MHRD".

Further the Executive Engineer, CPWD, Ludhiana division vide his letter no. 54(1219)/LCD/1861 dated 25.10.2019 (Annexure-50.26.10) intimated the University to appoint a nodal officer for the Arbitration case of M/s Chiranji Lal Gupta & Sons (The contractor for work). Executive Engineer, CUPB vide its letter no. CUPB/CC/ES/19-20/545 dated 08.11.2019 (Annexure-50.26.11) replied to Executive Engineer, CPWD, Ludhiana that as the CPWD has carried out the work at site beyond the approval of A/A & E/S at its own will without obtaining the prior approval of the University, therefore University is not liable for the Arbitration and its award, if any.

Therefore, the Executive Engineer, CUPB discussed with Executive Engineer, CPWD, Ludhiana about the exemption of S.T on educational institutes during the execution period of work. Therefore, CPWD reconsidered the case.

Chief Engineer, CPWD, Chandigarh vide 2959 dated 26.11.2019 (Annexure-50.26.12) further replied the clarifications and requested the University to release the additional amount fund of Rs. 34.2 Lac. Thereafter Executive Engineer, CPWD, Ludhiana division vide its letter no. 54(Arb)/EE-Ludhiana/2063 dated 23.11.2019 (Annexure-50.26.13) intimated the University that they have also released the second advance amounting to Rs. 2 Lac to the Arbitrator.

Executive Engineer, CPWD, Ludhiana division vide its letter no. 54(1219)/EE-Ludhiana/75 dated 13.01.2020 (Annexure-50.26.14) has intimated the University that the another contractor M/s Pooja Electricals has requested CPWD for the release of Rs. 18 Lacs along with interest. Therefore he has once again requested the University to release the outstanding amount of Rs. 36.2 Lac so that payments could be made to the agencies.

Executive Engineer, Ludhiana Central Division, CPWD Ludhiana vide his office Letter no. 1271 dated 18.09.2020 (Annexure-50.26.15) and Letter no. 1556 dated 19.11.2020 (Annexure-50.26.16) again requested that outstanding amount of Rs. 34.20 lac may be released immediately in Govt. interest to avoid further financial implication & cost of litigation.

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ਪੰਜਾਬ ਕੇਂਦਰੀ ਵਿਸ਼ਵਵਿਦਿਆਲय
Central University of Punjab

The matter is submitted for the consideration of Building Committee and further guidance in the matter.

Resolve:

The Committee discussed the matter in detail and unanimously resolved that since the matter has already been referred to MHRD (Now Ministry of Education) Therefore, action for the release of payment to CPWD be taken after the approval of MHRD. However, a reminder in this regard be sent to the Ministry of Education.

Item: BC: 50:2020:27

Any other item with the permission of the Chair – NIL

Item: BC: 50:2020:28

Current agenda if any.

With the permission of Chair, current agenda to Ratify the decision for Creation of Capital Assets Utilizing Internal Resource Generation (IRG) and Interest thereon till 31.03.2017 was submitted to the Committee for its consideration..

The committee was appraised that decision for the creation of Capital Assets Utilizing Internal Resource Generation (IRG) and Interest thereon till 31.03.2017 had been taken by the University. The additional infrastructure were urgently required to be created in the Main Campus of CUPB. The University had earned amount of Rs.10 crores from Internal resource generation (IRG) amount and the interest earned thereon till 31.03.2017.

To utilize this amount, the University formed a Committee to propose a plan for optimum utilization of the available fund for the creation of Capital Assets. Accordingly, the committee deliberated and proposed the creation of following building projects:

Sr. no	Particulars	Estimated Cost (Amt. in Crs)	Justification
1	Kitchen Wardrobes in all residences	1.50	Providing basic necessities in residential buildings
2	Furnishing and finishing of Seminar hall and smart classrooms	2.00	To make these functional
3	Furniture for Guest House, Transit Hostel and Conference Hall-VC's Office	0.75	Buildings can be put up to use after required infrastructure is provided



पंजाब केन्द्रीय विश्वविद्यालय

संसदीय अधिनियम 25 (2009) के द्वारा स्थापित

Annexure-27.49

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

Ref. No.: CUPB/CC/ES/21-22/199

Dated: 20/07/2021

REMINDER-1

To

Ms. Kamini Chauhan Ratan
Joint Secretary, Higher Education
Ministry of Education
Department of Higher Education
Room no.- 107-C, Shastri Bhawan
New Delhi - 110001

Subject:- Construction of roads by CPWD on 'Deposit Work' basis in the main campus of CUPB during 2013-14 and 2014-15.

Madam,

This is in continuation to this office letter No CUPB/CC/ES/19/1526 dated 22.03.2019 addressed to the then joint Secretary, MHRD (copy enclosed) seeking advice for release of additional funds spent by CPWD without obtaining prior approval for the additional expenditure.

The Central University of Punjab, Bathinda (CUPB) had developed its main campus on a plot of 500 acres at Village Ghudda which is about 20 km from Bathinda city. The process for construction of the campus had commenced in 2013. While most of the construction in the new campus is being got done through M/s Engineers India Limited who were appointed as Project Management Consultants by CUPB. However, some road works for the main entry were entrusted to CPWD on deposit work basis in 2013. The University had sanctioned an estimate of Rs. 3.78 crores based on the initial estimates submitted by CPWD. However, CPWD completed the work in 2015-16 with an additional expenditure of Rs 34.20 Lac plus Service tax.

Since CPWD did not obtain prior approval for this additional expenditure and for the extra amount spent by them therefore University did not pay the additional amount spent by CPWD. CPWD had demanded Rs. 52 lacs i.e. Rs. 34.20 Lacs against work and Rs. 18 Lacs against Service tax as an additional expenditure. Executive Engineer, CUPB discussed the matter with Executive Engineer, CPWD, Ludhiana about the exemption of service tax for the construction of educational institutes during the execution period. Therefore after reconsidering the case, CPWD had demanded for release of additional funds of Rs. 34.20 lac. CUPB is not in a position to release the additional funds of Rs 34.20 Lac to CPWD as demanded by them. CPWD has not paid fully to its contractor for the construction of road work and the agency has dragged CPWD to the Arbitration.

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ਪੰਜਾਬ ਕੇਂਦਰੀ ਵਿਸ਼ਵਵਿਦ्याਲਯ

ਸੰਸਦੀਯ ਅਧਿਨਿਯਮ 25 (2009) ਕੇ ਦੁਆਰਾ ਸਥਾਪਿਤ

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

Various officials of CPWD have been contacting CUPB through letters and personal visits in this regard. The University again seek your kind advice in the matter considering the above facts.

Yours Truly

[Signature]
12/7/24
Executive Engineer

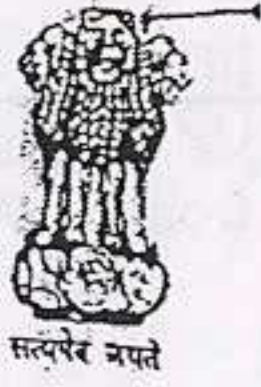
Copy to:

- 1. Vice Chancellor Secretariat: For information to the Hon'ble Vice Chancellor.
- 2. PA to Registrar: For information to the Registrar.
- 3. Finance Officer – For information.

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भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि, CPWD,

स्पीड पोस्ट/ ईमेल द्वारा



O/o Executive Engineer -Ludhiana,
क्वार्टर नं.T-V/03, NSTI (ATI) कैंपस, लुधियाना (पंजाब)
QtrNo.T-V/03, NSTI (ATI) Campus, Ludhiana (Punjab).
Ph. No. 0161-2501260, ईमेल - eelcd.ldn@cpwd.gov.in

Amex 2-27.50

सं:54(Arb.)/ कार्य.अभि.-लुधियाना/2021/ 1085

दिनांक: 14/07/2021

रोवा में,

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

विषय: C/o Main Entry Road to Central University of Punjab at Bathinda,
Punjab - Copy of Arbitration Award.

सन्दर्भ:-This office letter No.54(1289)/LCD/2344 dt. 23.09.2015, even No.2559 dated 21.10.2015, even No.2668 dated 04.11.2015, even No.1595 dated 27.06.2016, even No.2627 dated 14.10.2016, even No.853 dated 28.04.2017, even No.1227 dated 29.06.2017, even No.592 dated 23.03.2018, even No.1545-H dated 13.09.2018, even No.2108 dated 28.11.2018, even No.06 dated 01.01.2019, even No.63 dated 16.01.2019, even No.463 dated 13.03.2019 and No.54(1289)/EE-Ludhiana/2020/31 dated 30.06.2020, letters No.54(1289)/EE-Ludhiana/2020/1221 dated 18.09.2020, letters No.54(1289)/EE-Ludhiana/2020/1403 dated 26.10.2020, letters No.54(1289)/EE-Ludhiana/2020/1556 dated 19.11.2020, letters No.54(1289)/EE-Ludhiana/2020/1732 dated 18.12.2020, letters No.54(1289)/EE-Ludhiana/2021/479 dated 15.03.2021 & letters No.54(1289)/EE-Ludhiana/2021/968 dated 25.06.2021.

(ii) CE/NZ-V letter No.939 dated 11.09.2018.

(iii) CE (NE-1), CPWD, Chandigarh letter No.3/3/2019-Budget/2321 dated 24.09.2019.

(iv) SE/JCC letter No.2325-H dated 23.11.2016, even No.315-H dated 16.02.2018, even No.1154-H dated 06.07.2018.

Sir,

Please refer numerous letters from this office and other Higher Offices of CPWD under reference vide which it has been repeatedly requested to release balance funds to clear outstanding dues of the agency. It has also already been conveyed that the agency M/s Chiranjilal Gupta who executed the work had gone to Arbitration and the Arbitral Proceedings were in progress. This office is regularly appraising about status of the Arbitral Proceedings from time to time.

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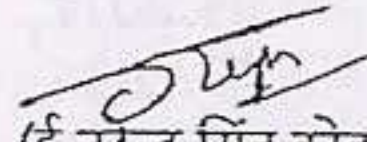
In this connection, this is to convey that balance final bill payment was made to the agency after adjusting from misc. balances of CUP Bathinda available with this office and obtaining Rs.21,74,000/- from CPWD Miscellaneous Public Work Advances (MPWA).

It is further conveyed that Ld. Arbitrator has published his award on 30.06.2021 conveyed vide No. ARB/SRP/234 dated 06.07.2021 received in this office on 12.07.2021 (copy enclosed). CPWD has defended the Arbitration case effectively and Arbitration Award is Rs.72,98,537/- including Principal Claims + interest + Cost. (Rs.50,96,499/- + 19,52,038/- + 2,50,000/-) + against overall claim of Rs.3,73,19,708/- excluding interest and cost. Further decision regarding acceptance / challenge of the award will be taken by the Competent Authority of CPWD.

The Award is interest bearing and award amount of Rs.72,98,537/- is to be paid within three months from the date of award i.e. 30.06.2021 otherwise there will be interest (Simple) on Rs.72,98,537/- w.e.f.30.06.2021.

Total requirement of funds of clear MPWA advance and Award Amount is Rs.94,72,537/- (Rs.21,74,000/- + Rs.72,98,537/-). It is requested to deposit the same immediately to avoid further interest.

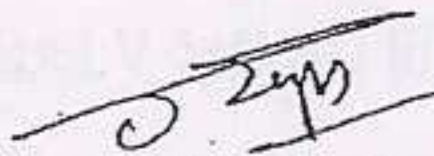
Encl:- As Above.


(ई.नरेंद्र सिंह कोहली),
कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना

Copy to:

1. Additional Directorate General (Region Chandigarh), CPWD, Chandigarh.
2. Superintending Engineer - Jalandhar, CPWD, Jalandhar.

Copy of the Award and Processing Sheet will be submitted separately.


कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना

Annexure - 27.51

Government". In addition to that as per Para 3.1.3 at page 188 & para 4.3.7 at page No.192 of the agreement (R-8) samples of materials required for testing shall be provided free of charge by the contractor. That in view of facts & circumstances stated above, the Ld. Arbitrator is most respectfully prayed to reject the claim.

35.3 MY Findings:

- a) I am in agreement with the contention of the respondent.
- b) Further to above, it is also noted that the claimant has not filed any details of the claim amount. It has just claimed a round sum of Rs.50,000 with the result that even if there had been an enabling clause in the agreement to support the case of the claimant, the claim would have been rejected as the claim does not fall in the category of damages which can be awarded on the basis of assessment.
- c) The claim is therefore held as untenable.

35.4 Award:

Claim No.17 is rejected.

36. Summary of claims and award thereon excluding Cost under claim No.18 and Interest under claim No.19.

Claim No.	Claimed on account of	Claim Amount (Rs.)	Award amount (Rs.)
1 & 1A	Final payment for work done	1,88,54,610 +25,00,692	5,64,258
2	Non-payment of minimum wages	10,19,721	75,982
3	On account of prolongation of contract	70,88,952	24,07,134

S R PANDEY, ARBITRATOR

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4	Escalation of material other than cement and steel for the extended period	12,42,491	4,03,102
5	Loss of profit due to reduction in the quantities of agreement items	7,89,513	NIL
6	Losses suffered due to providing technical staff during the extended period	Not pressed	NIL
7	Quality control measures, preparation of bills	Not pressed	NIL
8A	Increase in Works Contract Tax	8,90,123	NIL
8B	Release of Service tax	26,30,000	NIL
9	Expenses on transportation of technical staff during extended period	Not pressed	NIL
10	Providing caution boards, lights, barriers etc.	Not pressed	NIL
11	Losses suffered due to extended stay of plant and machinery	Not pressed	NIL
12	Losses suffered due to extended stay of laboratory at site	Not pressed	NIL
13	Undue harassment by the department	Not pressed	Nil
14	Non-co-operative/non-performing attitude of the department	Not pressed	NIL

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15	Tender called illegally by the department at risk and cost of the claimant	21,53,606	16,46,023
16	Damages against fees paid to CA and Sales tax advocate	Not pressed	NIL
17	Damages against cost of samples submitted for approval	50,000	NIL
	TOTAL	3,73,19,708 excluding interest & cost	50,96,499 (X) excluding Interest & cost

37. Claim No.19. The contractor claims interest pre-suit, pendente lite and future @ 15% p.a. from the due date the amount was due till realization.

37.1 Claimant's case:

Since the claimant's genuine amount got blocked and could not be used or put to rotation and became a bad debt as such the claimants suffered loss and to compensate that loss the interest of payment is a must. Also, there was delay in payment of RA bill. All these are a matter of claim under this head. Claimants rely on Ext. C 24, 27, 28, 30, 31, 35, 36 & 38 and many more.

The contention of the respondents is wrong. The interest is covered as per the interest act as well as the Arbitration and conciliation Act Section 31.

As per clause 9 the final bill is to be paid within 6 months of the completion of the work and the payment of final bill has nothing to do with defect if any for which security deposit is there. It is no where mentioned

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S R PANDEY, ARBITRATOR

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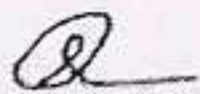
under clause 17 or any other clause that the final bill should not be paid till the rectification of defect if any.

The respondents are making a wrong and false statement that the final bill was kept withheld under clause 29. Firstly, the clause 29 was never invoked and rightly so because the same was not applicable on the fact of the case. The Respondents being a responsible person should be knowing that what does the withheld amount means. The withheld amount is only that which is specifically shown in the memorandum of payment (Form-26A) while passing the bill but no such amount is shown as withheld and in response to the numerous letters written by the claimants, the respondents never stated that so and so amount is withheld, hence the respondents as already stated earlier seems to be novice in operation of the contract.

The respondents have stated from clause 29 that whenever any claim or claims for payment of a sum of money arises.....The respondents to explain where was the claim to operate clause 29. First the respondents have to create a claim of specific amount to withhold which is not the case here since no specific amount is identified. The clause clearly states that whatever is to be done is to be done from security. Further the clause stipulates that no amount can be recovered till adjudication of such claim, which means that the respondents should have come up with a claim against the claimants and should have got it executed.

In view of the above the rest of the contents of the SOD last para on page 60 of the SOD are irrelevant and has no bearing because neither the clause 29 was invoked.

Hence rejecting the arguments of the respondents, the claimants pray that the interest as claimed be awarded in favour of the claimants.


S R PANDEY, ARBITRATOR

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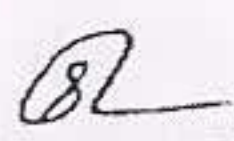
37.2 Respondent's case:

The claim of the claimant for award of interest @ 15% per annum as pre-suit interest, pendente lite interest and future interest, are not covered by any clause of the contract. It is wrong and denied that, claimant's genuine amount got blocked, as all R/A Bills were paid by respondent within reasonable time. Further that delay in payment of the final bill is totally attributed to the claimant due to non-performance of the contractual obligations on their part in failing to rectify the defects cropped up in the newly constructed building as stated herein above. Final bill of the claimant was passed after rectification of defects by respondents as per provision of Clause-17 of the Contract Agreement and guarantee bond.

It is submitted that amount of the final bill has been kept withheld under clause -29 of the agreement (Ext. R-8) at page no.47 and no interest is admissible to the claimants.

As per clause-29:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the


S R PANDEY, ARBITRATOR

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Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.


Hence, all claims of the claimant being incorrect, arbitrary, illegal and un-contractual; interest @ 15% per annum thereon is not legally admissible and hence, denied.

The Ld. Arbitrator is most respectfully prayed to reject the claims

37.3 My Findings:

37.3.1 a) The Arbitration and Conciliation (Amendment) Act, 2015 under section 31 (7) (a) provides as under:

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


S R PANDEY, ARBITRATOR

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b) There is no such agreement between the parties that no interest shall be payable on award. I am therefore of the view that the claimant is entitled to interest on the due amount from the due date of payment up to the date of award as the claimant was deprived of the opportunity to use the money to its benefit.

c) As regards the rate of interest, I consider it reasonable to award simple interest @ 10% per annum from the due date of payment upto the date of award. I proceed accordingly to determine the amount of interest payable to the claimant on various counts.

37.3.2 Interest on account of delay in payment of final bill.

a) Admittedly, the work was completed on 18.04.2016 and final bill for a net amount of Rs.2,28,935 was passed on 10.10.2018 [Ext.R-6 (ix) /RD-3) but not paid till date.

b) As per clause 9 of the agreement, the contractor shall submit final bill within one month of the certified completion of work and the same shall be paid for the undisputed items, quantities and rates within six months. The certified date of completion in this case is 18.04.2016. The claimant was therefore required to submit the final bill by 18.05.2016 which it submitted on 18.07.2016 (Ext. G-18/page 28/CD-1). The respondent was therefore required to make payment of final bill for the undisputed items by 18.01.2017.

c) Admittedly, the respondent finalized the final bill as under but kept it pending because of rectification of defects allegedly not carried out by the claimant.

- Payment due for the work done since previous bill.....Rs.21,69,341
- Recoveries and Statutory deductions as per agreement.....Rs.2,94,383
- Net payment due = Rs.21,69,341 (-) Rs.5,23,318 = Rs.18,74,958.


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- d) Ultimately, as against due amount of Rs.18,74,958, which was payable by 18.01.2017, the bill was passed for a net amount of Rs.2,28,935 on 10.10.2018 after recovery of Rs.16,46,023 on account of rectification of defects which the respondent got carried out at risk and cost of the claimant, but even the payment of Rs.2,28,935 as determined by the respondent was not made.
- e) Contrary to the contention of the respondent, the alleged non-rectification of the defects by the claimant cannot be accepted as a ground for delay in payment of final bill as the respondent was empowered under clause 17 to utilize the security deposit of the claimant for getting the rectification of defects done at the risk and cost of the claimant if the claimant failed to rectify the defects. In fact, there is no such provision in the agreement that the final bill shall be paid after rectification of the defects which are noticed after completion of the work.
- f) The respondent has misinterpreted clause 29. This clause is relevant only in the event when the department raises any claim against the contractor and the same is not paid by the contractor. There is no such case here. Hence, the final bill could not be withheld under clause 29.
- g) Taking into consideration the entire gamut of facts and circumstances, I am of the view that it was obligatory for the respondent to pay the final bill for the undisputed items, quantities and rates amounting to Rs.18,74,958 by 18.01.2017. The claimant is therefore entitled to interest for the delay in payment of this amount, that is, by ignoring the recovery made on account of risk and cost which I have held as wrongful and illegal under claim No.15.
- h) Amount of interest for the delay in payment of final bill amounting to Rs 18,74,958 from 18.01.2017 to 30.06.2021 (date of award), that is, for 1624 days, is accordingly = $(18,74,958) * (1624/365) * (0.10) =$ Rs.8,34,228 (A).


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37.3.3 Interest on the award made against other claims.

- a) Interest on the award made against claim No. 15 is already included in the interest determined in para 37.3.2. As for the interest on the award for other claims, the claimant is entitled to payment of interest on the award against the claim No.1, 1 (A), 2, 3 and 4 aggregating to Rs.34,50,476 (= 5,84,258 + 75,982 + 24,07,134 + 4,03,102). Out of this, interest payable on Rs.2,28,935 being unpaid amount of final bill which forms part of claim No.1 as Sub-claim 'A', is already covered by the interest as determined in para 37.3.2 above. The balance amount on which interest is to be awarded is accordingly Rs.32,21,541 (=34,50,476 - 2,28,935).
- b) Interest on Rs.32,21,541 is awarded w.e.f. 05.04.2018 being the date of invocation of arbitration upto 30.06.2021 (date of award), that is, for 1182 days. The amount of interest is accordingly = $(32,21,541) * (1182/365) * 0.10 = \text{Rs.}10,43,250 \text{ (B)}$.

37.3.4 Interest for the delay in release of security deposit.

- a) As per clause 17 of the agreement, the security deposit shall be released after one year of the date of completion or after final bill whichever is later. The date of completion in this case is 18.04.2016 and the date of final bill is 10.10.2018. As the claimant has already been compensated for the delay in payment of final bill in para 37.3.2 above, the due date for release of security deposit has to be decided considering the actual date of final bill which is 10.10.2018. Accordingly, the due date for release of security deposit would be 11.10.2018.
- b) Admittedly, a part of the security deposit amounting to Rs.3,54,354 was released on 17.11.2020, that is, with a delay of 768 days. The claimant is therefore entitled to payment of interest for the delay. The amount of interest is accordingly = $(3,54,354) * (768/365) * 0.10 = \text{Rs.}74,560 \text{ (C)}$.


S R PANDEY, ARBITRATOR

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37.3.5 Total amount of interest payable up to the date of award is accordingly
= A + B + C = 8,34,228 + 10,43,250 + 74,560 = Rs.19,58,514.

37.3.6 I therefore award a sum of Rs.19,52,038 (Y) as interest upto the date of award against claim No.19.

38. Claim No.18 on account of cost.

- a) I have perused the submissions of the parties.
- b) The claimant has paid Rs.4,92,000 as arbitral fees. Payment made to the counsel as referred to in the SOC has however not been placed on record.
- c) Keeping in view the facts and circumstances of the case and the provisions of Sub-section (1) (a) (b) (c), (2) (a) and 3 (b) of Section 31A of the Act, a sum of Rs.2,50,000 (Z) is awarded to the claimant as cost.


39. Total amount payable to the claimant is accordingly
= X (Principal claims) + Y (interest) + Z (Cost)
= 50,96,499 + 19,52,038 + 2,50,000 = Rs.72,98,537.

40. Conclusion:

Respondent shall pay to the claimant a sum of Rs.72,98,537 (Rupees Seventy Two Lakhs Ninety eight Thousands Five Hundreds Thirty seven only) in full settlement of all the claims plus future interest as awarded in para 41 below.

41. Future interest:

Future interest shall be paid @ 12% per annum (simple) on Rs.72,98,537 w.e.f.30.06.2021 upto the date of payment. However, no future interest shall be payable if the award amount is paid within three months from the date of award. If the award amount is not paid within three months from


S R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

Page 103 of 104

the date of award, the future interest shall be paid right from the date of award.

42. The arbitral proceedings thus stand concluded.
43. This Award has been prepared on a Non-Judicial Stamp Paper of Rs. 100. The deficient Stamp Duty, if any, be ascertained by either of the parties and be paid on this Award.
44. The Award has been made on this the 30th day of June, 2021 at Ghaziabad (UP).



[S. R. PANDEY]

Annexure - 27.52

No. ARB/SRP/234

Dated: 06.07.2021

BEFORE THE ARBITRAL TRIBUNAL OF S.R. PANDEY, SOLE ARBITRATOR
IN THE MATTER OF ARBITRATION BETWEEN

1. M/s Chhraj Lal Gupta & Sons Pvt. Ltd. Claimant
2. Union of India Respondent

Name of Work: C/o Main Entry Road to Central University of Punjab at
Bathinda, Punjab.

Agreement No. 07/EE/LCD/2014-15

1. In the subject matter of arbitration, take notice that I have made and signed the AWARD on 30th June, 2021.
2. The AWARD and pleadings along with the related documents have been retained by me and would be filed in the court of competent jurisdiction, if so, directed by the court.
3. A signed copy of the AWARD is sent herewith to the claimant and to the Executive Engineer who represented the respondent.

Atto
Pl. put up
07/07/2021



To

1. M/s Chhraj Lal Gupta, 1046, Sector-15, Panchkula (Haryana)- 134 113
(By Speed Post), with a signed copy of the award.

Receipt of the award may be acknowledged by mail.

2. Executive Engineer, Ludhiana Central Division, CPWD, Kothi No.17 B,
BRS Nagar, Ludhiana-141105 (By Speed Post), with a signed copy of
the award.

Receipt of the award may be acknowledged by mail.

Annexure - 27-53

स्पीड पोस्ट/ ईमेल द्वारा



भारत सरकार,
GOVERNMENT OF INDIA
के.लॉ.नि.वि, CPWD,



O/o Executive Engineer - Ludhiana,
क्वार्टर नं. T-V/03, NSTI (ATI) कैंपस, लुधियाना (पंजाब)
Qtr No. T-V/03, NSTI (ATI) Campus, Ludhiana (Punjab).
Ph. No. 0161-2501260, ईमेल - eelcd.lhn@cpwd.gov.in

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सं: 54(Arb.)/ कार्य.अभि.-लुधियाना/2021/ 1176

दिनांक: 30/07/2021

सेवा में,

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

R. Gupta / A.O. / Ex. En
16/8/2021

विषय: C/o Main Entry Road to Central University of Punjab at Bathinda.
Arbitration Case:-ARB/SRP/234.

Ref: This office letter of even No.1085 dated 14.07.2021.

Sir,

Please refer this office letter of even No.1085 dated 14.07.2021 under reference vide which copy of Arbitration award made by Shri S.R.Pandey, Sole Arbitrator was forwarded with request to deposit award amount of Rs.94,72,537/- (Rs.21,74,000/- Balance Payment and Rs.72,98,537/- Award Amount).

In this connection, this is to convey that some discrepancies were noticed in the award and an application under section 33 of the Arbitration and Conciliation Act 1996 was made to the Arbitrator vide this office letter No.54(ARB.)/EE-Ludhiana/2021/1087 dated 14.07.2021(copy enclosed) for correction in the award. Discrepancies pointed out in the award have been accepted by the Arbitrator and correction in the award has been made on 24th July 2021 (copy enclosed), received in this office on 29.07.2021.

Copy of the award alongwith other documents has been sent to the Competent Authority through Superintending Engineer - Jalandhar. Final decision regarding acceptance / challenge is awaited from the Competent Authority.

It is further conveyed that as per Standard Operating Procedure (SOP), the award amount is required to be paid to the claimant even if the award is challenged under the amended law in 2015. Copy of relevant Page of SOP is enclosed for ready reference.

कुलपति कार्यालय/VCO

क्र./Sr.....061.....

दिनांक/Dt. 16/8/2021

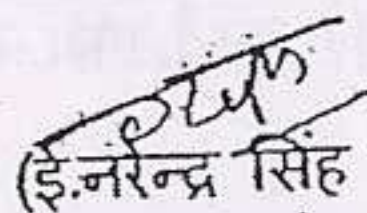
(59)

- 169 -

(292)

In view of above, it is requested that balance amount of Rs.92,28,576/- (Rs.21,74,000/- Balance Amount and Rs.70,54,576/- Award amount) may be deposited immediately in favour of Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana for further necessary action in this office as the award is required to be paid within three months from the date of award i.e. 30.06.2021 otherwise there will be interest (Simple) on Rs.70,54,576/- w.e.f.30.06.2021.

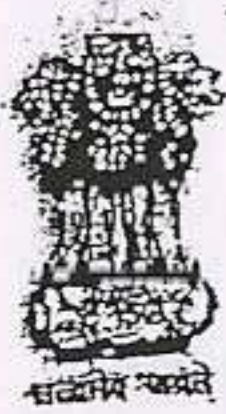
Encl: As above.


(इ.नरेंद्र सिंह कोहली)
कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना

Copy to:-

1. Additional Directorate General (Region Chandigarh), CPWD, Chandigarh alongwith copy of correction in award dated 24th July 2021.
2. Superintending Engineer - Jalandhar, CPWD, Jalandhar copy of correction in award dated 24th July 2021.

7
कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना



भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि, CPWD,

O/o Executive Engineer - Ludhiana,
क्वार्टर नं. T-V/03, NSTI (ATI) कैंपस, लुधियाना (पंजाब)
QtrNo. T-V/03, NSTI (ATI) Campus, Ludhiana (Punjab).
Ph. No. 0161-2501260, ईमेल - eelcd.ldn@cpwd.gov.in

स्पीड पोस्ट/ ईमेल द्वारा



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सं: 54(Arb.)/कार्य.अभि.-लुधियाना/2021/ 1087

दिनांक: 14/07/2021

Before,

Shri S.R.Pandey,
Sole Arbitrator,
19, SRM Apartment, 106 I.P. Extension,
New Delhi-110092.

In the matter of Arbitration between

M/s Chiranji Lal Gupta & Sons Pvt.Ltd.....Claimant.

v/s

.....Respondent.
Union of India

Name of work : C/o Main Entry Road Central University at Bathinda.
Agreement No.07/EE/LCD/2014-15.
Arb Case No.ARB/SRP/234.

Date of Award:- 30.06.2021.

Application for correction in the Award under Section-33 of the
Arbitration & Conciliation Act.

Respectfully Showeth,

Award of the Arbitration Case No.ARB/SRP/234 has been made by
Ld.Arbitrator on 30.06.2021 conveyed vide letter No.ARB/SRP/234 dated
06.07.2021 and received by the Respondent on 12.07.2021.

Following correction are required in the Award:-

1.) Payment of Final Bill of Rs.2,28,935/- :- It is most respectfully
submitted that payment of final bill of the work amounting to
Rs.2,28,935/- has been made to the claimant on 12.11.2020 vide
C.V.No.31 dated 12.11.2020 (UTR No.SBIC300092655869) details of the
same have been submitted to the Tribunal vide this office letter of even
No.1552 dated 19.11.2020 (R-92) and acknowledged by Ld. Arbitrator in
the award as RD-13.

(60)

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Claimant vide their pleading dated 03.01.2021 acknowledged by Ld. Arbitrator as (CD-6) have also confirmed receipt of the payment of Rs.2,28,935/-.

In view of this the award needs to be corrected.

- 2.) Interest on Final Bill amount:- As the payment of Final Bill amounting of Rs.2,28,935/- was made on 12.11.2020 as detailed in Para 1 above. Interest amount is also required to be modified.
- 3.) Para 37.3.3. (Page 102 of the Award):- (Line-5) Figure of Rs.5,84,258/- is required to be corrected to Rs.5,64,258/-. Calculation are however correct.
- 4.) Para 37.3.5 (Page 103 of the Award):- Figure of Rs.19,58,54/- is required to be corrected to Rs.19,52,038/-.

(ई.नरेन्द्र सिंह कोहली),

कार्यपालक अभियंता-लुधियाना,

के.लो.नि.वि. लुधियाना

प्रतिलिपि:

1. M/s Chiranji Lal Gupta & Sons Pvt. Ltd., 1046, Sector-15, Panchkula (Haryana)- 134113.
2. Shri V.V.V.M.B.N.S. Pratabhi Ram, Govt.Counsel, B-34, Kakateeya Apartments, Plot No.86, I.P.Extension, Patpargunj, Delhi - 110092.

N.O.O.:-

1. Additional Directorate General (Region Chandigarh), CPWD, Chandigarh.
2. Superintending Engineer - Jalandhar, CPWD, Jalandhar.

कार्यपालक अभियंता-लुधियाना,

के.लो.नि.वि. लुधियाना

EE

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कार्यालय कार्यपालक अभियन्ता	
जु.म. के.जे.नि.वि.	
Qtr No. T-V/03, NSTI (ATI) Campus	
LUDHIANA	
हायरी सं: P. 2/16	दिनांक: 27/07/21
वृ. नं. नवीस	
कार्यालय अ. नं.	
सूचना सं.	
	कार्यालयक अभियन्ता

BEFORE THE ARBITRAL TRIBUNAL OF S. R. PANDEY, SOLE ARBITRATOR

IN THE MATTER OF ARBITRATION BETWEEN

M/s Chiranji Lal Gupta and Sons Pvt. Ltd..... Claimant

&

Union of India Respondent

Name of work: C/o Main Entry Road to Central University of Punjab at Bathinda (Punjab).

Agreement No.: 07/EE/LCD/2014-15

CORRECTION IN AWARD

1. In the subject matter of arbitration, I made and signed the award on 30th June, 2021 and a signed copy of the award was sent to both parties by speed post.
2. The respondent-Executive Engineer who represented Union of India has filed an application dated 14.07.2021 under section 33 of the Arbitration and Conciliation Act for correction in the award on the ground that there are certain typographical and computational errors in the award as detailed therein.
3. I have carefully examined the errors as pointed out by the respondent Executive Engineer in his application and found that the request of the respondent for correction in the award is justified.
4. Further to above, I have also noticed some other typographical and computational errors in the award.
5. I therefore, in terms of sub-section (2) and (3) of section 33 of the Arbitration and Conciliation Act, 1996 as amended as per Act 3 of 2016,

S R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

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- 2 U

make correction in the award that para 18.3, 18.10, 20.3 (m), 20.4, 36, 37.3.2 (a), (d), (y), (h), 37.3.3 (a), (b), 37.3.5, 37.3.6, 39, 40 and 41 of the award shall be read as follow.

18.3 The net payable amount as per final bill as determined by the respondent on 10.10.2018 but not paid is Rs.2,28,935. Subsequently, this amount has admittedly been paid to the claimant on 12.11.2020 online. Accordingly, nothing more is payable under Sub-claim-A.

18.10 Consolidated award against claim No.1

Taking into consideration the award made under various heads of the claim, I award a sum of Rs.3,35,323 in the aggregate against claim No. 1


20.3 (m) Having regard to the factors as stated above, I consider it just and fair to allow only 85% of the amount (X) as reasonable compensation on account of loss of overheads, that is, Rs.24,06,682.

20.4 Award:

I therefore award a sum of Rs.24,06,682 against claim No.3.

36. Summary of claims and award thereon excluding Cost under claim No. 18 and Interest under claim No.19.

Claim No.	Claimed on account of	Claim Amount (Rs.)	Award amount (Rs.)
1 & 1A	Final payment for work done	1,88,54,010	3,35,323
		+25,00,692	


S R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

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2	Non-payment of minimum wages	10,19,721	75,982
3	On account of prolongation of contract	70,88,952	24,06,682
4	Escalation of material other than cement and steel for the extended period	12,42,491	4,03,102
5	Loss of profit due to reduction in the quantities of agreement items	7,89,513	NIL
6	Losses suffered due to providing technical staff during the extended period	Not pressed	NIL
7	Quality control measures, preparation of bills	Not pressed	NIL
8A	Increase in Works Contract Tax	9,90,123	NIL
8B	Release of Service tax	26,30,000	NIL
9	Expenses on transportation of technical staff during extended period	Not pressed	NIL
10	Providing caution boards, lights, barriers etc.	Not pressed	NIL
11	Losses suffered due to extended stay of plant and machinery	Not pressed	NIL
12	Losses suffered due to extended stay of laboratory at site	Not pressed	NIL
13	Undue harassment by the	Not pressed	Nil

S R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

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	department		
14	Non-co-operative/non-performing attitude of the department	Not pressed.	NIL
15	Tender called illegally by the department at risk and cost of the claimant	21,53,606	16,46,023
16	Damages against fees paid to CA and Sales tax advocate	Not pressed	NIL
17	Damages against cost of samples submitted for approval	50,000	NIL
	TOTAL	3,73,19,708 excluding interest & cost	48,67,112 (X) excluding interest & cost

37.3.2 Interest on account of delay in payment of final bill.

- a) Admittedly, the work was completed on 18.04.2016.
- b)
- c)
- d) Ultimately, as against due amount of Rs.18,74,958, which was payable by 18.01.2017, the bill was passed for a net amount of Rs.2,28,935 on 10.10.2018 after recovery of Rs.16,46,023 on account of rectification of defects which the respondent got carried out at risk and cost of the claimant [Ext. R-6 (ix)/RD-


S R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

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3), but even the payment of Rs.2,28,935 as determined by the respondent was not made on that date and it was made much later on 12.11.2020.

e)

f)


g) Taking into consideration the entire gamut of facts and circumstances, I am of the view that it was obligatory for the respondent to pay the final bill for the undisputed items, quantities and rates amounting to Rs.18,74,958 by 18.01.2017. The claimant is therefore entitled to interest for the delay in payment of this amount, that is, by ignoring the recovery made on account of risk and cost which I have held as wrongful and illegal under claim No.15.

h) Amount of interest for the delay in payment of final bill works out as under:

i) On Rs.2,28,935 from 18.01.2017 (due date of payment) upto 12.11.2020 (actual date of payment), that is, for 1394 days = $2,28,935 * (1394/365) * 0.10 = \text{Rs.}87,434$.

ii) On the balance amount of Rs.16,46,023 (= 18,74,958 - 2,28,935) which is still unpaid, from 18.01.2017 (due date of payment) upto 30.06.2021 (date of award), that is, for 1624 days = $(16,46,023) * (1624/365) * (0.10) = \text{Rs.}7,32,367$.

Total amount = $87,434 + 7,32,367 = \text{Rs.}8,19,801 \text{ (A)}$.


S R PANDEY, ARBITRATOR

CASE No ARB/SRP/234

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(300)

37.3.3 Interest on the award made against other claims.

- a) Interest on the award made against claim No. 15 is already included in the interest determined in para 37.3.2. As for the interest on the award for other claims, the claimant is entitled to payment of interest on the award against the claim No. 1, 1 (A), 2, 3 and 4 aggregating to Rs.32,21,089 (= 3,35,323 + 75,982 + 24,06,682 + 4,03,102).
- b) Interest on Rs.32,21,089 is awarded w.e.f. 05.04.2018 being the date of invocation of arbitration upto 30.06.2021 (date of award), that is, for 1182 days. The amount of interest is accordingly = $(32,21,089) \times (1182/365) \times 0.10 = \text{Rs.}10,43,103$ (B).


37.3.5 Total amount of interest payable up to the date of award is accordingly = $A + B + C = 8,19,801 + 10,43,103 + 74,560 = \text{Rs.}19,37,464$.

37.3.6 I therefore award a sum of Rs.19,37,464 (Y) as interest upto the date of award against claim No.19.

39. Total amount payable to the claimant is accordingly = X (Principal claims) + Y (interest) + Z (Cost) = $48,67,112 + \text{Rs.}19,37,464 + 2,50,000 = \text{Rs.}70,54,576$.

40. Conclusion:

Respondent shall pay to the claimant a sum of Rs.70,54,576 (Rupees Seventy Lakhs Fifty four Thousands Five Hundred Seventy six only) in full settlement of all the claims plus future interest as awarded in para 41 below.


S R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

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41. Future interest:

Future interest shall be paid @ 12% per annum (simple) on Rs.70,54,576 w.e.f.30.06.2021 upto the date of payment. However, no future interest shall be payable if the award amount is paid within three months from the date of award. If the award amount is not paid within three months from the date of award, the future interest shall be paid right from the date of award.

6. The correction in the award as hereinabove has been made by me on this the 24th day of July, 2021.



[S. R. PANDEY]

10074, ATS Advantage
Ahinsa Khand-1, Indirapuram
Ghaziabad (U.P.) - 201014

To

1. M/s Chiranjil Lal Gupta and Sons Pvt. Ltd, 1046, Sector-15, Panchkula (Haryana) - 134 113 (By Speed Post).
- ✓ 2. Executive Engineer, Quarter No. T-V/03, NSTI (ATI) Campus, Ludhiana (Punjab)-141003 (By speed post).

Copy to

Additional Director General (Region Chandigarh), CPWD, Sector - 9 (A), Chandigarh-160009 (By Speed Post).

S/R PANDEY, ARBITRATOR

CASE No. ARB/SRP/234

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भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि, CPWD,

स्पीड पोस्ट/ ईमेल द्वारा



O/o Executive Engineer -Ludhiana,
क्वार्टर नं. T-V/03, NSTI (ATI) कैंपस, लुधियाना (पंजाब)
Qtr No. T-V/03, NSTI (ATI) Campus, Ludhiana (Punjab).
Ph. No. 0161-2501260, ईमेल - eelcd.ldn@cpwd.gov.in

सं: 54(Arb.)/ वार्ग.अग्नि.-लुधियाना/2021/ 1357

दिनांक: 27/08/2021

सेना में,

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

विषय: C/o Main Entry Road to Central University of Punjab at Bathinda,
Punjab - Copy of Arbitration Award.

सन्दर्भ: This office letter No.54(1289)/LCD/2344 dt. 23.09.2015, even No.2559 dated 21.10.2015, even No.2668 dated 04.11.2015, even No.1595 dated 27.06.2016, even No.2627 dated 14.10.2016, even No.853 dated 28.04.2017, even No.1227 dated 29.06.2017, even No.592 dated 23.03.2018, even No.1545-H dated 13.09.2018, even No.2108 dated 28.11.2018, even No.06 dated 01.01.2019, even No.63 dated 16.01.2019, even No.463 dated 13.03.2019 and No.54(1289)/EE-Ludhiana/2020/31 dated 30.06.2020, letters No.54(1289)/EE-Ludhiana/2020/1221 dated 18.09.2020, letters No.54(1289)/EE-Ludhiana/2020/1403 dated 26.10.2020, letters No.54(1289)/EE-Ludhiana/2020/1556 dated 19.11.2020, letters No.54(1289)/EE-Ludhiana/2020/1732 dated 18.12.2020, letters No.54(1289)/EE-Ludhiana/2021/479 dated 15.03.2021, letters No.54(1289)/EE-Ludhiana/2021/968 dated 25.06.2021, letter of even No.54(Arb.)/EE-Ludhiana/2021/1085 dated 14.07.2021 & even No.1176 dated 30.07.2021.

(ii) CE/NZ-V letter No.939 dated 11.09.2018.

(iii) CE (NZ-1), CPWD, Chandigarh letter No.3/3/2019-Budget/2321 dated 24.09.2019.

(iv) SE/JCC letter No.2325-H dated 23.11.2016, even No.315-H dated 16.02.2018, even No.1154-H dated 06.07.2018, No.24(22)/JC/ 2021/925-H dated 15.07.2021 & letter No.55(Arb.)/JC/2021/1027 dated 02.08.2021.

Sir,

In continuation of this office letter of even No. even No.54(Arb.)/EE-Ludhiana/2021/1085 dated 14.07.2021 & even No.1176 dated 30.07.2021 under reference and other correspondence regarding release of payment

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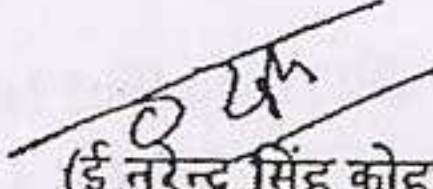
against the work dispute with the executing agency M/s Chiranji Lal Gupta & Sons Pvt. Ltd. and ongoing Arbitral Proceedings in this regard.

It has also been communicated that the Arbitrator has published award amounting to Rs.70,54,576/- with the request to deposit the same alongwith existing balance of Rs.21,74,000/- totaling Rs.92,28,576/-.

In this connection, this is to convey that the Competent Authority has accepted the Arbitration Award of Rs.70,54,576/- conveyed vide letter No.23(102)/DRC/ADG(RC)/EE(TLC)/2717-H dated 27.08.2021 (copy enclosed).

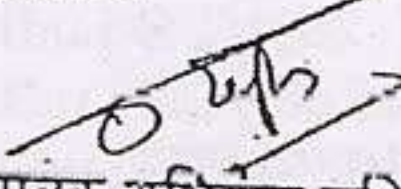
It is once again requested to deposit balance amount of Rs.92,28,576/- with this office immediately as the award is interest bearing and the award amount is to be paid within 03 months from the date of Award i.e.30.06.2021 otherwise there will be interest (Simple) on Rs.70,54,576/- w.e.f. 30.06.2021. Copy of request for release of funds made by Superintending Engineer - Jalandhar vide letter No.24(22)/JC/ 2021/925-H dated 15.07.2021 & letter No.55(Arb)/JC/2021/1027 dated 02.08.2021 is also enclosed please.

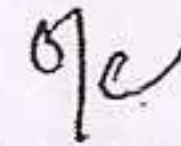
Encl: As above.


(ई.नरेन्द्र सिंह कोहली),
कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना

Copy to:

1. Additional Directorate General (Region Chandigarh), CPWD, Chandigarh w.r.t. letter No.23(102)/DRC/ADG(RC)/EE(TLC)/2717-H dated 27.08.2021.
2. Superintending Engineer - Jalandhar, CPWD, Jalandhar.


कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना





भारत सरकार
केन्द्रीय लोक निर्माण विभाग

कार्यालय
अधीक्षण अभियंता-जालंधर
के.लो.नि.वि. द्वितीय तल
केन्द्रीय सदन, बी-ब्लॉक,
सूर्या एनक्लेव, जालंधर।
(पंजाब) - 144 009
दूरभाष: 0181-2921584



OFFICE OF
Superintending Engineer-Jalandhar
C.P.W.D. 2nd Floor,
Kendriya Sadan, B-Block,
Surya Enclave, Jalandhar
(Punjab) 144 009
Phone: 0181-2921584

Email ID: jalsecc.cpwd@gov.in

पत्रांक: 55(ARB)/जा.परि./2021/62+

दिनांक: 07/08/2021

सेवा में

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

वृ. न. नदीस	
सहायक सचिव	
कार्यालय अधिकारी	
सूचना पत्र	
	कार्यालय अभियंता

Sub : C/o Main Entry Road to Central University of Punjab at Bathinda, Punjab.
Arbitration Case: ARB/SRP/234

संदर्भ: EE-Ludhiana, CPWD letter no. 55(Arb.)/का.अभि.-लुधियाना/2021/1176 dated
30.07.2021.

Please refer to above cited letter of EE-Ludhiana, CPWD addressed to your good self with a copy of this office on the above subject. In this context, it is mentioned that the Ld. Arbitrator has published the award amounting to Rs.70,54,576/- (corrected amount) against the overall claim of the agency of Rs.3,73,19,708/- + Interest + Cost relating to aforesaid work on 30.06.2021. CPWD defended the said Arbitration case effectively.

In this regard, it is further added that the Award is interest bearing and the Award amount is to be paid to the Claimant Contractor within three months from the date of publish of Award i.e. 30.06.2021 and after acceptance of award by the competent authorities of CPWD, else thereafter, unnecessary financial implications relating to interest on the awarded amount will become payable to the claimant contractor.

In view of above, it is requested that funds to the tune of Rs.92,28,576/- (Rs.21,74,000/- (Balance amount) + Rs.70,54,576/- ('Corrected' Awarded Amount) may please be allotted to EE-Ludhiana, CPWD immediately as requested vide his letter under reference, so that the payment can be made to the claimant contractor to avoid further interest (simple) on Rs.70,54,576/- w.e.f. 30.06.2021 as awarded by the Ld. Arbitrator.

(भारत कटारिया)
अधीक्षण अभियंता-जालंधर

Copy to:

1. EE-Ludhiana, CPWD, NSTI (ATI) Campus, Ludhiana for information w.r.t. his letter under reference.
2. Guard File.

अधीक्षण अभियंता-जालंधर



भारत सरकार
केन्द्रीय लोक निर्माण विभाग
कार्यालय अधीक्षण अभियंता-जालंधर, के.लो.नि.वि.,
केन्द्रीय सदन, सूर्या एनक्लेव, जालंधर।

दूरभाष: 0181-2921584

सं० 24(22)/जापरि/2021/925-ए.
सेवा में

दिनांक: 15.07.21

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda, Punjab.

Ref.: EE-Ludhiana, C.P.W.D. Letter no. 54(Arb.)/कार्य.अभि.-लुधियाना/2021/1085 dated 14.07.21.

Please refer to above cited letter of EE-Ludhiana, CPWD addressed to your good self with a copy of this office on the subject. In this context, it is mentioned that the Ld. Arbitrator has published the award amounting to Rs.72,98,537/- against the overall claim of the agency of Rs.3,73,19,708/- relating to aforesaid work on 30.06.2021. CPWD defended the said Arbitration case effectively.

In this regard, it is further added that the Award is interest bearing and the Award amount is to be paid to the Claimant Contractor within three months from the date of publish of Award i.e. 30.06.2021 else unnecessary financial implications relating to interest on the awarded amount w.e.f. 30.06.2021 will be payable to the claimant contractor.

It is further stated that balance final bill payment of Rs.21,74,000/- has already been paid to the contractor after adjusting misc. balances of CUP Bathinda available with EE-Ludhiana and also obtaining from CPWD Miscellaneous Public Works Advances (MPWA) which is also due to be received from your office.

In view of above, it is requested that the awarded Amount of Rs.72,98,537/- and Rs.21,74,000/- totaling Rs.94,72,537/- may please be deposited with EE-Ludhiana, CPWD immediately so as to avoid future interest.

(भारत कटारिया)
अधीक्षण अभियंता-जालंधर

Copy to:

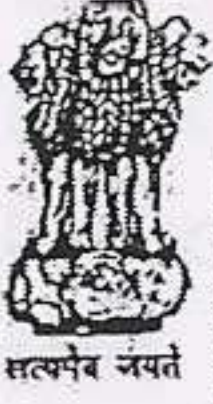
1. EE-Ludhiana, CPWD, NSTI (ATI) Campus, Ludhiana for information w.r.t. his letter under reference.
2. Guard File.

कार्यालय कार्यपालक अभियंता	
के.लो.नि.वि. के लुधियाना	
Qtr No. T-V/03, NSTI (ATI) Campus,	
LUDHIANA	
आयरी सं. 1191	दिनांक 16/07/21
यु. ज. नवीस	
कार्यालय अधीक्षण	
सूचना पत्र	
	कार्यपालक अभियंता

अधीक्षण अभियंता-जालंधर

(9)

(307)



सत्यमेव जयते

भारत सरकार,
GOVERNMENT OF INDIA
के.लो.नि.वि, CPWD,

O/o Executive Engineer -Ludhiana,
क्वार्टर नं.T-V/03, NSTI (ATI) कैंपस, लुधियाना (पंजाब)
Q.No.T-V/03, NSTI (ATI) Campus, Ludhiana (Punjab).
Ph. No. 0161-2501260, ईमेल -eeled.ldu@cpwd.gov.in

स्पीड पोस्ट/ ईमेल द्वारा



सं: 54(A1B.)/कार्य.अभि.-लुधियाना/2021/1413

दिनांक: 06/04/2021

सेवामें,

The Vice Chancellor,
Central University of Punjab,
Bathinda (Punjab).

विषय: C/o Main Entry Road to Central University of Punjab (Bathinda).

संदर्भ: This office letter No.54(1289)/LCD/2344 dated 23.09.2015, even No.2559 dated 21.10.2015, even No.2668 dated 04.11.2015, even No.1595 dated 27.06.2016, even No.2627 dated 14.10.2016, even No.853 dated 28.04.2017, even No.1227 dated 29.06.2017, even No.592 dated 23.03.2018, even No.1545-H dated 13.09.2018, even No.2108 dated 28.11.2018, even No.06 dated 01.01.2019, even No.63 dated 16.01.2019, even No.463 dated 13.03.2019 and No.54(1289)/EE-Ludhiana/2020/31 dated 30.06.2020, letters No.54(1289)/EE Ludhiana/2020/1221 dated 18.09.2020, letters No.54(1289)/EE-Ludhiana/2020/1403 dated 26.10.2020, letters No.54(1289)/EE-Ludhiana/2020/1556 dated 19.11.2020, letters No.54(1289)/EE-Ludhiana/2020/1732 dated 18.12.2020, letters No.54(1289)/EE Ludhiana/2021/479 dated 15.03.2021, letters No.54(1289)/EE-Ludhiana/2021/968 dated 25.06.2021, letter of even No.54(Arb.)/EE-Ludhiana/2021/1085 dated 14.07.2021 & even No.1176 dated 30.07.2021 & even No.1357 dated 27.08.2021.

(ii) CE/NZ-V letter No.939 dated 11.09.2018.

(iii) CE (NZ-1), CPWD, Chandigarh letter No.3/3/2019-Budget/2321 dated 24.09.2019.

(iv) SE/JCC letter No.2325-H dated 23.11.2016, even No.315-H dated 16.02.2018, even No.1154-H dated 06.07.2018, No.24(22)/JC/ 2021/925-H dated 15.07.2021 & letter No.55(Arb)/JC/2021/1027 dated 02.08.2021.

महोदय,

Subject mentioned work has been entrusted to CPWD by the Central University of Punjab (CUP) and Memorandum of Understanding (MOU) has

been signed (copy enclosed). Brief summary of events related to the work are as under: -

- A/A & E/S amounting to Rs. 3,78,97,000/- was issued by the Central University of Punjab vide letter No.CUPB/CC/B/CPWD/1450 dated 29.03.2013 (copy enclosed) on the preliminary estimate submitted by CE/NZ-V, CPWD, Jammu vide letter No. 2845 dated 22.03.2013 (copy enclosed).
- After issue of A/A & E/S, scope of the work was re-defined by the Central University of Punjab and an estimate amounting to Rs.4,73,20,000/- based on drawings and estimate framed by Consultant Sh. Pardeep Sachdeva appointed by the CUP was forwarded by Sh. Gurtej Sra, the then University Engineer through e-mail dated 20.12.2013.
- Tenders for the work based on drawings and estimate given by the CUP were invited for execution of the work.
- In the meantime, Modified Preliminary Estimate amounting to Rs.4,72,52,500/- based on the drawings and estimate given by CUP was also sent by CE/NZ-V vide letter No.23(63)/SE(P)/EE(P)-1/NZ-V/446 dated 25.02.2014 for accord of modified A/A & E/S as required under clause-5 of the MOU (copy enclosed).
- Work was awarded to the lowest bidder M/s Chiranji Lal Gupta & Sons with date of start as 15.08.2014 (Copy of the award letter enclosed).
- The work completed on 20.04.2016.
- Final bill of M/s Chiranji Lal Gupta & Sons was passed on 10.10.2018 but payment could not be made due to non-issue of funds by the CUP Bathinda.

- Defects noticed by CPWD and also by the CUP were got rectified at risk and cost of the executing agency. Rectification of defect work completed on 03.07.2018 i.e. through M/s Puja Electricals. ^{Final} Bill of M/s Puja Electricals was passed on 10.10.2018 but payment could not be made due to non-availability of funds.
- As has already been intimated to CUP through earlier correspondence, the agency M/s Chiranji Lal Gupta & Sons invoked arbitration claiming interest, other losses and damages from Union of India. Detail of claims was also given to CUP vide letter dated 16.01.2019 (copy enclosed). CPWD has continuously appraised the CUP Bathinda regarding Arbitral Proceedings.
- Final payment of M/s Puja Electricals amounting to Rs.19,53,465/- (including recoverable amount of Rs.16,46,023/- from M/s Chiranji Lal Gupta & Sons) was also pending with the department and as they were threatening to invoke arbitration clause in case of further delay in their payment. Payment was made to them after obtaining funds from CPWD MPW Advance which is required to be cleared.
- Payment amounting to Rs.5,23,318/- M/s Chiranji Lal Gupta & Sons was also made by the CPWD on 17.11.2020 after adjusting available balance of CUP Bathinda with CPWD and obtaining the funds from CPWD MPW Advance. As on date there is outstanding balance of Ro.() 21,74,000/-.
- It is further conveyed that Ld. Arbitrator has published his award on 30.05.2021 conveyed vide letter No.ARB/SRP/234 dated 06.07.2021 copy of which has already been sent vide this office letter of even No.1085 dated 14.07.2021. CPWD has defended the Arbitration case effectively and Arbitration Award is Rs.72,98,537/- including Principal Claims + interest + Cost (Rs.50,96,499/- + 19,52,038/- + 2,50,000/-) against overall claim of Rs.3,73,19,708/- excluding interest and cost.

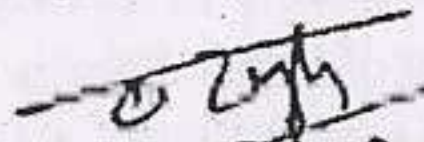
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- Some discrepancies were noticed in the award and an application under section-33 of the Arbitration and Conciliation Act 1996 was made to the Arbitrator vide this office letter No.54(Arb)/EE-Ludhiana/2021/1087 dated 14.07.2021 copy of which has already been sent vide this office letter of even No.1176 dated 30.07.2021 for correction in the award.
- Discrepancies pointed out in the award have been accepted by the Arbitrator and Correction in the award has been made on 24th July 2021. Revised Award amount is Rs.70,54,576/- (Rs.48,67,112/- + Rs.19,37,464,- + Rs.2,50,000/-). Copy of corrected award has already been sent vide this office letter of even no.1176 dated 30.07.2021.
- The Competent Authority has accepted the corrected of Rs.70,54,576/- (Rs.48,67,112/- + Rs.19,37,464,- + Rs.2,50,000/-) award vide their letter No.23(102)/DRC/ADG(RC)/EE(TLC)/2717-H dated 27.08.2021 copy of which has already been sent vide this office letter of even no.1357 dated 27.08.2021.
- As has already been intimated, there is outstanding balance of Rs.21,74,000/- which has been obtained from CPWD MPW Advance to settle the final bills of M/s Chiranji Lal Gupta & Sons and M/s Puja Electricals.
- As per Para-6 of the MOU between CPWD & CUP Bathinda "Any dispute out of the operation of the contractor(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 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 Court of Law will be binding on the client department".

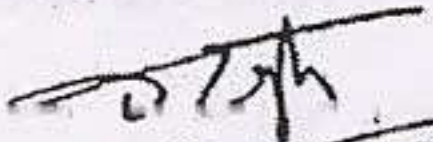
- In view of above provision in the MOU, the CUP Bathinda is liable to pay the award amount accepted by the Competent Authority of CPWD.
- The Award is interest bearing and award amount of Rs.70,54,576/- is to be paid within three months from the date of award i.e. 30.06.2021 otherwise there will be interest (Simple) on Rs.70,54,576/- w.e.f. 30.06.2021.
- It is once again requested to deposit balance amount of Rs.92,28,576/- (Corrected Award amount of Rs.70,54,576/- + Outstanding balance of Rs.21,74,000/-) with this office immediately as the award is interest bearing and the award amount is to be paid within 03 months from the publication of award i.e.30.06.2021 otherwise there will be interest (Simple) on Rs.70,54,576/- w.e.f. 30.06.2021.

संलग्न : उपरोक्त अनुसार ।


(ई.नरेन्द्र सिंह कोहली),
कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना

Copy to:

1. Additional Directorate General (Region Chandigarh), CPWD, Chandigarh.
2. Superintending Engineer - Jalandhar, CPWD, Jalandhar.


कार्यपालक अभियंता-लुधियाना,
के.लो.नि.वि., लुधियाना

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भारत सरकार

कार्यपालक अभियन्ता
लुधियाना केन्द्रीय मण्डल,
के.लो.नि.वि., 17-वी.आर.एस. नगर, लुधियाना।

E-mail: cpwdldh2009@ymail.com

Telephone/Fax: 0161-2461260

स: 54(1289)/लु.के.म/2019/63
सेवामें

दिनांक: 16.1.19

The Vice Chancellor,
Central University of Punjab,
Bathinda.(Punjab).

Subject: C/o Main Entry Road to Central University of Punjab at Bathinda.
Reference: E-mail received from Executive Engineer, Central University, Bathinda on 02.01.2019
Dear Sir.

In continuation of this office letter No. 54(1289)/LCD/2019/06 dated 01.01.2019 and e-mail from Executive Engineer, Central university Bathinda, the detail of liability incurred by Ludhiana Central Division, CPWD, Ludhiana, but not paid by the University authority are as under :-

S.No.	Description of particulars	Amount	Remarks
1.	Payment pending on a/c of Service Tax	17,88,979/-	Annexure -A enclosed(2 pages)
2.	Amount of final bill	21,69,341/-	Annexure -B enclosed((13pages)
3.	Amount adjustable for difference Of A/A & E/S and actual expenditure : (Rs.3,72,32,333/-(-) Rs.3,79,74,957/-) =	7,42,624/-	Annexure- C enclosed(1 page)
4.	Payment of Sole Arbitrator Shri Seeta Ram Pandey	2,00,000/-	Annexure- D enclosed(1 page)
5.	Amount adjustable for Additional work done Through other agency.	3,40,528/-	Annexure- E Enclosed(6pages)

It is also to Inform that contractor has invoked the Arbitration clause and Shri S.R.Pandey has been appointed as Sole Arbitrator by CE(NZ-V), CPWD, Jammu. Arbitration proceeding is going on. Statement of claims has been submitted by the agency(copy enclosed-Annexure -F). Statement of defence is being prepared.

It is requested that amount of Rs. 52,41,472/- may please be remitted at an earliest.

End As above

Copy to the :-

1. Assistant Engineer, Bathinda Central Sub Divn., CPWD, Bathinda for information.

कार्यपालक अभियन्ता
लुधियाना केन्द्रीय मण्डल,
के.लो.नि.वि., लुधियाना
16/1/19

कार्यपालक अभियन्ता
16/1/19

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL PUBLIC WORKS DEPARTMENT
AND
REGISTRAR, CENTRAL UNIVERSITY OF PUNJAB, BATHINDA
FOR FOLLOWING WORK

Name of Work:- Construction of main entry road to Central University of Punjab (Bathinda) from main (Bathinda - Badal Road) and approach road from Bahou road to 100 Bedded Hostel on the east side of the complex.

This Memorandum of Understanding hereinafter called MOU signed between the Central Public Works Department, hereinafter called the CPWD (represented by the Executive Engineer, CPWD on the one part and Registrar, Central University of Punjab, Bathinda here in later called (the client department) on the other part on this day, the at Ludhiana.

Whereas the CPWD have agreed to undertake the execution of the above work or any work as decided mutually to be taken up, as a deposit work, now therefore it is agreed between the two parties that:-

1. The CPWD shall execute the work on the basis Approved Architectural drawings as per the broad schedule of activities indicating mutually accepted dates for important activities. In case there is any delay in activities to be carried out by external agencies or Client, the time for completion will be suitably enlarged.
2. It is also agreed that in case CPWD need to outsource Architectural Services, an enabling estimate for the same shall be approved by the client on case - to - case basis.
3. Based on the Approved Architectural drawings prepared by CPWD or their Consulting Architect, CPWD will prepare structural design, detail structured drawings, BOQ & working drawing too.
4. The preliminary estimate based on the drawing & designs shall be submitted by CPWD and approved by the client.
5. CPWD does not bind itself to complete the work within the estimated cost. If additional funds are required, the same will have to be provided by the client department. Necessary revised estimate will be submitted as and when required.

Lor

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6. Any dispute out of the operation of the contractor(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 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.

7. 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 eventually, 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.

8. In case where funds are deposited in installments, CPWD will not be responsible for any delay, damage, stoppage of work, claims of contractors for compensation / damages etc. due to non-receipt of funds in time.

9. Client shall deposit funds in installments. In first instance, $33\frac{1}{3}$ of the sanctioned amount shall be deposited by the client with the Executive Engineer, CPWD, along with sanction as advance in two installments as under:-

- (a) First installment of 15% shall be deposited by the client immediately after the receipt of A/A & E/S of the work, thereafter tender shall be invited by the CPWD.
- (b) Next installment of 18% shall be deposited immediately after tenders of CPWD but before tender is accepted by CPWD.

Thereafter, expenditure incurred should be reimbursed in full on submission of Form CPWA-GSA by the Executive Engineer, CPWD. The invited deposit of $33\frac{1}{3}$ % would be retained for adjustment against last portion of the estimated expenditure.

10. The cost on account of watch and ward after date of physical completion of work till handing over thereof shall be borne by the client department. In such an aforesaid eventuality, CPWD shall be at liberty to charge the expenditure on account of employment of watch and ward staff to the sanctioned work from the date of completion of the work till date of taking over thereof by client department.

11. The CPWD shall be responsible for:-

- 11.1 Arranging all the relevant data - preparing also.
- 11.2 Preparation of preliminary architectural drawings, working drawing, structural drawings, design & drawing, if required.
- 11.3 Approval of detailed estimates, preparation of structural drawing, preparation

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- 11.4 of tender documents, invitation and opening of tenders and award of work etc.
- 11.5 Project management including day-to-day supervision of work.
- 11.6 Executing of work as per prescribed G.O.I. guidelines and regulations.
- 11.7 Carrying out quality control tests and inspections periodically.
- 11.8 Completing the project as per the broad specifications given in the Estimate.
- 11.9 Intimating the client about any excess over the projected cost or possibility of time over run as soon as it comes to its knowledge.
- 11.10 Intimating the Physical and financial progress at periodic intervals.
- 11.11 Replying to the audit objections pertaining to the work in so far as they pertain to its acts in execution of the work.
- 11.12 Handing over to client the completed buildings along with a set of completion plans & SME(s) for internal finishing on walls and operation & maintenance of various Services, if possible.
- 11.13 Intimating the final cost of the project before completion of Defect Liability Period.
- 11.14 Contesting the claims of the contractors in arbitration or appearing in other legal matters pertaining to executing of work.
- 11.15 Replying any type of queries raised by CVC/CTE/RTI Act.

12. The Client agrees to undertake the following:-

- 12.1 Deposit the required funds as per schedule specified above. Deposit any additional funds that may be required to complete the work as per revised estimate submitted by the CPWD after approval from the competent authority.
- 12.2 According approval to designs and drawings specifications & bill of Quantities submitted by CPWD.
- 12.3 According approval to detailed specifications of items desired to be provided in the building.
- 12.4 Making available the site of work free from encumbrances.
- 12.5 Enlarging the cost and time stipulated in the estimate, if changes are made in the approved designs / drawings / specifications.
- 12.6 Obtaining necessary clearance for the Architectural / Structural plans from the concerned statutory body, if required.
- 12.7 Helping the CPWD in obtaining necessary service connections.
- 12.8 Providing the required funds as per cash flow requirements projected by the CPWD.
- 12.9 According revised sanctioned without any delay in case of escalation.
- 12.10 Providing security clearance for CPWD staff / contractors and their workers in case if it is so required.
- 12.11 Designating a suitable empowered nodal officer 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

12.12 nodal officer shall be empowered to take decisions on remedial measures for unforeseen situations arising out entities external to the project.
Providing full assistance to the CPWD in the execution of the work.

13. Review of Dispute resolution Mechanism:-
13.1 To oversee the implementation of the above conditions of this MOU a Review Committee consisting of Executive Engineer, Ludhiana Central Division, CPWD & Registrar, Central University of Punjab, Bathinda shall meet bimonthly.

13.2 In case the review committee is not able to ensure implementation of the agreed provisions of the MOU concerned Chief Engineer, CPWD & Vice Chancellor Central University of Punjab, Bathinda shall meet & mutually decide on the issues involved.

Signature
Jai Bhajwan
Executive Engineer,
C.P.W.D.
Ludhiana
14.10.2013

Signature
Registrar,
Central University of Punjab,
Bathinda, जगदेव कर्तार सिंह/Jagdev Kartar Singh
कुलसचिव/Registrar
पंजाब केन्द्रीय विश्वविद्यालय, बठिन्डा
Central University of Punjab, Bathinda.

Witness:- 1. Signature 14.10.2013
(MANNJIT SINGH)
Assistant Engineer CPWD Ludhiana

2. Signature 14.10.13
(ER. SURJIT SINGH)
Assistant Engineer,
CPWD, Bathinda

Witness Signature
G.S.Sra
Univ. Engineer
CPWD Bathinda

Central University of Punjab

Established vide Act No. 25(2009) of Parliament

Dated: 24/3/13

The Executive Engineer,
Central Public Works Department
Bathinda Central Division
B.B.R.S. Nagar
Bathinda

38
8/4/13

Subject: Construction of Entry Road at Main Campus of Central University of Punjab near village Ghudda, Bathinda : A/A and E/S for

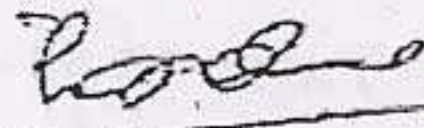
Please refer to your office memo संख्या: 23(624)/अ०जमि०(यो०)/का० जमि०(यो०)/2845 दिनांक: 22/03/2013 and 20(185)/LCD/2012-13/11 dated 26.3.2013:

With reference to above mentioned letters, the competent authority has accorded A/A and accepted the estimates of Rs. 3,78,97,000/- in principle. The funds to the tune of Rs 1,26,32,333/- are being sent to you for processing the case further.

You are requested to discuss detailed design and layout from architectural point of view of the roads with the university officials before taking further action. The design specifications of the road must conform to Indian Road Congress guidelines. We would also request that the copies of tenders floated and work orders may be provided to the university for reference please.

The draft MOU alongwith the timelines for completion of work may please be discussed at the earliest.

Yours sincerely,



Jagdev Kartar Singh
Registrar

noted plz
3/6

Copy to:

1. University Engineer : For necessary action please.
2. OSD(Finance) : do

(C.A.) discuss for info as per requirements

27/4/13

3/4/13

note for info

copy to CE MZI for information
copy to SE IUC for information

City Campus, Mansa Road: Bathinda 151 001; Tel./Fax +91-164-2430586
Email: cu.punjab.info@gmail.com; Website: www.centralunipunjab.com

8-4-13

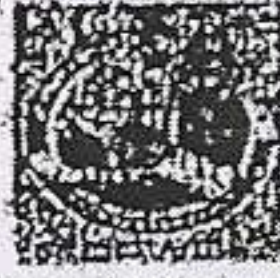


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भारत सरकार
GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT

Phone : 0172-2749515
Fax : 0172-2741673
e-mail : celpwd@yashoo.co.in
cenz.lepud@yashoo.in

कार्यालय मुख्य अभियंता (उ अ - 1)
केन्द्रीय लोक निर्माण विभाग,
केन्द्रीय सदन, सेक्टर 9-ए,
चण्डीगढ़ - 160009



Office of the Chief Engineer (NZ-1)
Central Public Works Department,
Kendriya Sadan, Sector 9-A,
Chandigarh-160009

संख्या: 23(624)/अ0अभि0(यो0)/का0अभि0(यो0)1/2 845

दिनांक: 22/03/20

सेवा में,

The Registrar,
Central University of Punjab,
City Campus, Mansa Road,
Bathinda (Pb.)

विषय:- c/o Main Entry Road to Central University of Punjab at Bathinda
from Main Bathinda - Badal Road i/c Approach Road from Bahou
Road to proposed Hostel on the east side of the complex.

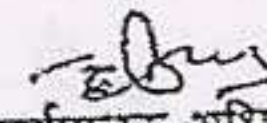
महोदय,

मुझे सक्षम अधिकारी के प्रशासनिक अनुमोदन एवं व्यय स्वीकृति के लिए रु० 3,78,97,000/- (रुपर)

लेखा शीर्षक: डाक्टर लखव सताके टंजार

मान) के प्रारम्भिक अनुमान दो प्रतियों में भेजने का निर्देश हुआ है। कार्य की आवश्यकता और अनुमान के प्रावधानों के रिपोर्ट में प्रस्तुत किया गया है। अनुरोध है कि कार्य की मंजूरी भेजते समय "लेखा शीर्षक" जिसके अंतर्गत व्यय किया जाना है सूचित किया जाए।

संलग्न: प्रारम्भिक अनुमान दो प्रतियों में।


(कार्यपालक अभियन्ता (यो.))

प्रतिस्वीकृत:

1. अधीक्षक अभियन्ता चण्डीगढ़ केन्द्रीय परिमंडल, केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़
2. यरि० वास्तुक (उ० अ० - 1), केन्द्रीय लोक निर्माण विभाग, केन्द्रीय सदन, सेक्टर 9-ए, चण्डीगढ़।
3. अधीक्षण अभियन्ता (वि०) चण्डीगढ़ केन्द्रीय विद्युत परिमंडल, केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़।
4. कार्यपालक अभियन्ता हिजाई कार्यालय मुख्य अभियन्ता (उ अ - 1) केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़।
5. कार्यपालक अभियन्ता (वि०) करनाल केन्द्रीय विद्युत मंडल, केन्द्रीय लोक निर्माण विभाग, करनाल।
6. कार्यपालक अभियन्ता सुप्रीयान केन्द्रीय मंडल, केन्द्रीय लोक निर्माण विभाग, सुप्रीयान।
7. अधीक्षण अभियन्ता (मु०) कार्यालय मुख्य अभियन्ता (उ अ - 1) केन्द्रीय लोक निर्माण विभाग, चण्डीगढ़। को history sheet सहित WBPMS में सम्मिलित करने हेतु।

कार्यपालक अभियन्ता (यो.)

Read
25/3/20

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GOVT. OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE: - PUNJAB

DIVISION: - LUDHIANA CENTRAL

BRANCH: - B&R

Name of work: - C/o Main Entry Road to Central University of Punjab at Bathinda from Main Bathinda- Badal Road i/c Approach Road from Bahou Road to proposed Hostel on the east side of the complex.

Major Head

Minor Head

Detailed Head

This preliminary cum detailed estimate framed by Er. Jai Bhagwan, Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana and further processed by Er. Sunil Kumar, Executive Engineer, O/o Chief Engineer(NZ-I), CPWD, Chandigarh of the probable cost of ₹ 3,78,97,000/- including 3% contingencies.

REPORT

HISTORY:- This preliminary cum detailed estimate amounting to ₹ 3,78,97,000/- i/c 3% contingencies has been framed to cover the probable cost of above said work. No departmental charges included due to project is central government funded as assured by the Central University Bathinda authorities. Requisition for this work has been received from Sh. Jagdev Kartar Singh, Registrar, Central University of Punjab vide letter No. CUPB / CC / 13 / CPWD / 965 dated 13.03.2013 (copy enclosed). The work will be executed as per terms and condition of MOU submitted by Executive Engineer. Accordingly, this estimate has been framed for accord of necessary A/A&E/S of the competent authority.

The Cost and time of the project is liable to revision due to probable escalation in cost of construction apart from reasons such as change in scope, area, design and specification etc. if so desired by the client at a later date.

DESIGN & SCOPE:- This estimate has been prepared on the basis of areas of road desired by the client department during site visit of CPWD officers and Shri Saran. University Engineer on dated 15.03.2013.

The following provisions have been made in this estimate.

1. For Entrance road.

- (i) Four lane bituminous road with divider.
- (ii) Pedestrian path on both side with 60mm thick cement concrete interlocking paver blocks.
- (iii) Kucha beam on both side
- (iv) NP 2 (light duty) RCC pipe.
- (v) Rain water drains on either side.
- (vi) Street lighting with HPMV lamps & 2 Nos. ^{High} Mast Lighting including pillars

2. Approach road from Bahou road to proposed Hostel.

- (i) 5.50 meter wide approach road including filling of earth and brick edging, Kerb stone etc.

Specifications:- CPWD Specifications 2009 Vol. I & II with upto date correction slip.
Based on DSR 2012.

Rate:- ₹ 3,78,97,000/- including 3% contingencies.

Cost:- Shall be met out from contingencies.

W.C. Estt:- All T&P shall be arranged by the contractor

T&P:- By Contract after call of tender.

Method:- Available

Land:- After receipt of A/A & E/S

Time:

a)	Pre-construction activities	=	03 Months.
b)	For Execution of work	=	07 Months.
		=	10 Months

Assistant Engineer (P)
CPWD, Chandigarh

Executive Engineer (P)
CPWD, Chandigarh

Specimen

Schedule of Quantities

Work:- Clo Main Entry Road to Central University of Punjab at Bathinda from Main Bathinda-Badal Road to Ch Road from Bahou Road to proposed Hostel on the east side of the complex.

No.	DSR Item	Description	Quantity	Unit	Rate	Amount
2.2		Earth work in rough excavation, banking excavated earth in layers not exceeding 20 cm in depth, breaking clods, watering, rolling each layer with 1/2 tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions upto all leads and lifts.				
1	2.2.1	All kinds of soil.	14435.00	cum	287.40	4148619.00
2	2.8.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed.				
2.1	2.8.1	All kinds of soil.	450.00	cum	130.80	58860.00
3	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level				
3.1	4.1.11	1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size)	600.00	cum	3087.45	1852470.00
4	4.6	Providing and fixing at or near ground level precast cement concrete in kerbs, edgings etc. as per approved pattern and setting in position with cement mortar 1:3 (1 Cement : 3 coarse sand), including the cost of required centering, shuttering complete.				
4.1	4.6.1	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	346.00	cum	4710.55	1629850.00
5	5.12	Providing, hoisting and fixing up to floor five level precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window cills and the like, including the cost of required centering, shuttering but excluding cost of reinforcement, with 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size).	150.00	cum	5262.15	789323.00
5	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
6.1	5.22.5	Thermo-Mechanically Treated bars	15000.00	kg	62.25	933750.00
7	6.2	Brick work with common burnt clay modular bricks of class designation 7.5 in foundation and plinth in:				
7.1	6.2.2	Cement Mortar 1:6 (1 cement : 6 coarse sand).	442.00	cum	3201.90	1415240.00

SR Item	Description	Quantity	Unit	Rate	Amount
11.3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level.				
11.3.1	1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	36.00	cum	4514.05	162506.00
13.5	15 mm cement plaster on the rough side of single or half brick wall of mix :				
13.5.2	1:6 (1 cement: 6 coarse sand)	1920.00	sqm	140.45	269664.00
13.7	12 mm cement plaster finished with a floating coat of neat cement of mix :				
13.7.2	1:4 (1 cement: 4 fine sand)	1824.00	sqm	153.45	279893.00
13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
13.61.1	Two or more coats on new work	1800.00	sqm	53.85	96930.00
16.1	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth with lead upto 50 metres.	10150.00	sqm	61.25	621688.00
16.3	Supplying and slacking at site.				
16.3.1	90 mm to 45 mm size stone aggregate	1530.00	cum	1010.75	1546440.00
16.3.2	63 mm to 45 mm size stone aggregate	1020.00	cum	1100.80	1122816.00
16.3.3	53 mm to 22.4 mm size stone aggregate	581.00	cum	1190.80	691855.00
16.3.6	Stone screening 13.2 mm nominal size (Type A)	396.00	cum	1338.75	530145.00
16.3.7	Stone screening 11.2 mm nominal size (Type B)	152.00	cum	1426.85	218729.00
16.4	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road / vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening / binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.	3314.00	cum	330.15	1094117.00
16.7	Brick edging in full brick width and half brick depth including excavation, refilling and disposal of surplus earth lead upto 50 metres.				
16.7.1	With common burnt clay F.P.S (non modular) bricks of class designation 7.5	208.00	metre	84.25	17356.00
16.30	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications.				
16.30.1	On W.B.M. @ 0.76 Kg / sqm	10150.00	sqm	40.15	407523.00
16.30.2	On bituminous surface @ 0.50 Kg / sqm	10150.00	sqm	29.00	294350.00

SR Item	Description	Quantity	Unit	Rate	Amount
16.36	Providing and laying Bitumen Penetration Macadam with hard stone aggregate of quality, size and grading as specified, with bitumen of suitable penetration grade, including required key aggregate as specified, spreading coarse aggregate with the help of self propelled/ tipper tail mounted aggregate spreader and applying bitumen by a pressure distributor and then spreading key aggregate with the help of aggregate spreader complete, including consolidation with road roller of minimum 8 to 10 tonne capacity to achieve specified values of compaction and surface				
16.36.2	For 75 mm compacted thickness in two layers using stone aggregate of size 63-41 mm graded @ 0.90 cum per 10 sqm key aggregate of size 20.0 mm graded @ 0.18 cum per 10 sqm. With paving asphalt grade VG - 10 @ 68 kg/10 sqm.	10150.00	sqm	505.60	5131840.00
16.39	4 cm thick bitumastic sheet with hot bitumen of approved quality, using stone chippings (60% with 12.5 mm nominal size and 40% with 10 mm nominal size) @ 2.60 cum per 100 sqm and coarse sand @ 2.60 cum per 100 sqm of road surface and with bitumen @ 56 kg/cum of stone chippings and @ 128 kg/cum of sand over a tack coat with hot straight run bitumen, including consolidation with road roller of 8 to 10 tonne etc. complete. (tack coat to be paid separately):				
16.39.1	With paving Asphalt grade VG - 10 heated and then mixed with covent at the rate of 70 grams per kg of asphalt	10150.00	sqm	340.85	3620528.00
16.49	Making bell mouth opening/ entrance of size 100x50x50 cm for drainage pipe under footpath, including providing cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) for shape of bell mouth, including plastering providing and fixing precast R.C.C./ S.F.R.C. slab including plastering with cement mortar 1:3 (1 cement : 3 fine sand) of 6 mm thickness on exposed surface of the slab & bell mouth including centring, shuttering & neat cement punning inside the bell mouth etc. all	40.00	each	1,496.40	59856.00
16.49.2	Providing and applying 25 mm thick road marking stripes (retro-reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications	130.00	sqm	505.80	65754.00

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Item	Description	Quantity	Unit	Rate	Amount
16.68	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-In-	3780.00	sqm	536.65	2020537.00
2	19.6. Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :				
2.1	19.6.2 150 mm dia. R.C.C. pipe	230.00	metre	254.50	58535.00
23	NS Providing and fixing wrought cast iron grating of size 200mm dia complete as per direction of Engineer-In-Charge	40.00	each	110.00	4400.00
24	PAR 6.7.2 Street lighting with HPMV lamps	10150.00	sqm	130.00	1319500.00
25	MR/L.S. High Mast. Mast Lighting including pillars	2.00	each	400000.00	800000.00
				Total	31169082.00
	Add Cost Index @12.75% except Item No. 25	30369082	%	12.75	3872058.00
				Total	35041140.00
	Add 4% VAT				1401646.00
	Add 1% cess.				350411.00
					36793197.00
	Add 3% Contingencies				1103796.00
				Total	37896993.00
				Say ₹	37897000.00

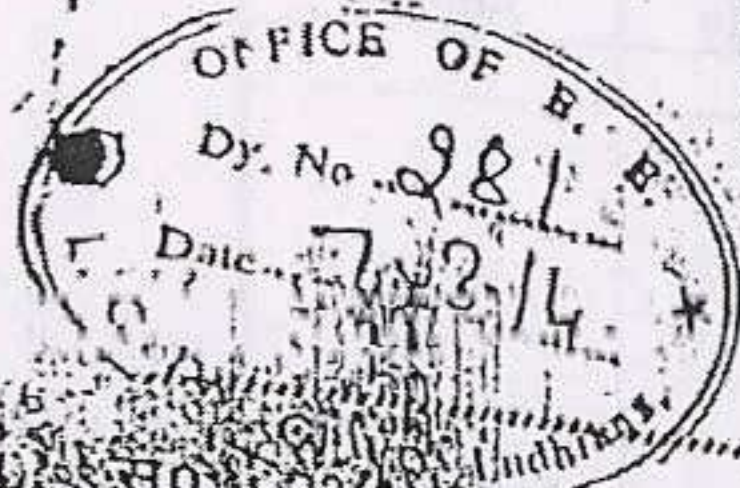
Assistant Engineer (P) 22/3/13
 CPWD, Chandigarh

Executive Engineer (P)
 CPWD, Chandigarh

Superintending Engineer (P)
 CPWD, Chandigarh

Primary Estimate amounting to ₹ 3,78,97,000/- (Rupees Three Crore Seventy Eight Lac and Ninety Seven Thousand) submitted to client Deptt. for record of A/A & E/S.

Chief Engineer (NZ-I)
 CPWD, Chandigarh.



भारत सरकार
केन्द्रीय लोक निर्माण विभाग
कार्यालय मुख्य अभियन्ता(303A0-V),
लन्दोई ब्रिज, सतवारी कैंट, जम्मू-180004

SE(P)/EE(P)-I/NZ-VI/1146

दिनांक 25/02/2014

The Registrar,
Central University of Punjab,
Bathinda (Pb.)

विषय:-

C/o Main Entry Road to Central University of Punjab (Bathinda).

मुझे सक्षम अधिकारी के प्रशासनिक अनुमोदन एवं व्यय स्वीकृति के लिए रु 4,72,82,500/- (रु० चार करोड़ बहत्तर लाख ब्यासी हजार पांच सौ मात्र) के Modified प्रारम्भिक अनुमान दो प्रतियों में भेजने का निर्देश हुआ है। कार्य की आवश्यकता और अनुमान के प्रावधानों को रिपोर्ट में दर्शाया गया है। अनुरोध है कि कार्य की मंजूरी अर्जित समय लेखा शीर्ष जिसके अंतर्गत व्यय किया जाना है, सूचित किया जाए।

सलग्न :- Modified प्रारम्भिक अनुमान दो प्रतियों में।

कार्यपालक अभियन्ता(यो०)-II

प्रतिलिपि:-

1. The Superintending Engineer, Jalandhar Central Circle, CPWD, Jalandhar along with copy of estimate.
2. The Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana along with copy of estimate.

RECD I
11/3/14
6/3/14

Send one copy
to the E. Engineer
कार्यपालक अभियन्ता(यो०)-II

(77)

GOVT. OF INDIA
CHIEF ENGINEER (NZ-V), JAMMU
CENTRAL PUBLIC WORKS DEPARTMENT

STATE: PUNJAB

DIVISION: LCD

BRANCH: B&R

Name of Work: C/O Main Entry Road to Central University of Punjab (Bathinda).
MAJOR HEAD MINOR HEAD DETAILED HEAD

This Modified Preliminary Estimate has been prepared by Er. Jai Bhagwan, Executive Engineer, Ludhiana Central Division, CPWD, Ludhiana & further processed by Er. S.K Sohal, Executive Engineer(P), O/o The Chief Engineer (NZ-V), CPWD, Jammu for probable cost of Rs. 4,72,82,500/- i/c 3% contingencies and 1% Labour Cess.

REPORT

History: This Modified Preliminary Estimate amounting to Rs. 4,72,82,500/- (Four Crore, Seventy Two Lac, Eighty Two Thousand Five Hundred only) including 3% contingencies has been framed to obtain revised A/A & E/S of the competent authority. The Administrative Approval and Expenditure Sanction amounting to Rs. 3,78,97,000/- has been accorded by the Registrar, Central University of Punjab vide his letter No. CUPB/CC/13/CPWD/1450 dated 29.3.2013. Now this modified estimate amounting to Rs. 4,72,82,500/- has been prepared on the basis of drawings and estimate submitted by the client department through E-Mail and checked on the basis of DSR-2013.

Initially the original estimate was submitted to client department by the Chief Engineer (NZ-I), CPWD Chandigarh for amounting to Rs. 3,78,97,000/- vide letter No. 23(624)/SE(P)/EE(P-I)/2845 dated 22.3.2013 on the basis of Limited provisions as additional lanes etc but during discussion with Vice Chancellor. The drawings modified and again modified estimate submitted vide No. 23(624)/SE(P)/EE(P-II)/7146 dated 16.9.2013 for Rs. 7,10,08,100/-. During the meeting with Vice Chancellor, Central University of Punjab Bathinda on dated 22.11.2013 with the Chief Engineer (NZ-V) CPWD, Jammu (J&K), Superintending Engineer, Jalandhar Central Circle, Executive Engineer, Ludhiana Central Division and officers of the Central University of Punjab Bathinda, it was again decided that the preliminary estimate may be modified. The meeting for the same held at Chandigarh in presence of the officials of the client department and decided to construct the road lanes as per revised requirement. Accordingly the revised drawings and estimate have been submitted by the client Deptt. and further checked and processed by CPWD on the basis of DSR-2013. Hence this modified PE for obtaining modified A/A & E/S from competent authority

Design & Scope: This modified estimate has been prepared on the basis of drawings and estimates supplied by the client department and the following provisions have been made in this estimate:

For entrance Road


- (i) Cutting & filling of earth has been taken for width i.e 40.00 mtr. for raised portion and excavation work in open drain, tree grate, seat benches, planters and kerb stone, swale etc.
- (ii) Cement Concrete 1.5:10 as base concrete in passage of median, open drain, seats and under tile/ stones in foot path area etc.
- (iii) Bijolia/ Budhpura stone 40mm thick and interlocking paver blocks 60mm thick on footpath and 80mm thick coloured on lay by portion in MV lane on both side
- (iv) Coloured precast cement concrete tiles ultra 22mm thick on passage at median

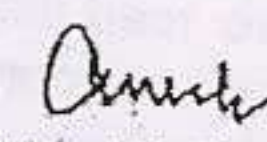
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- (v) Granite stone on the top of benches and planters and granite stone block in NMV lane, MV Lane at Zebra crossing.
- (vi) Multi-colour quartzite stone block on M.V. Lane as per drawings.
- (vii) Providing and laying dense graded Bituminous Macadam 50mm to 100mm thick, bituminous concrete with 50mm compacted thickness and tack coat on bituminous surface with hot straight run bitumen of grade VG 10.
- (viii) Open Storm drain on both sides of the road in raised portion.
- (ix) Kerb Stone to divide the different levels.
- (x) NP2 (Light duty) RCC pipe for cable etc.
- (xi) Provision of Swale on both side of road at low area incl. stone pitching on both faces of swale and stone masonry toe wall.
- (xii) Retro reflective sign board and 2.5mm road marking strips.
- (xiii) Provision for 2 Nos. RCC culvert has been taken.
- (xiv) Road Gully chamber/ masonry chamber for drainage and electrical cable etc.
- (xv) Electrical provision has also been taken in this estimate.

Specification	:	The work shall be carried out as per CPWD specification 2009 Volume I to II with upto date correction slips.
Rate	:	DSR 2013 with upto date correction slips.
Amount	:	Rs. 4,72,82,500/- including 3% contingencies.
W.C.Estt	:	Shall be met out from contingencies.
T & P	:	All I&P Shall be arranged by the contractor.
Land	:	Available with client deptt.
Time	:	Pre-construction = 90 Days Actual-execution = 180 Days
Method	:	By contract after call of tender

Other Information: The cost and time of the work is liable to revision due to probable escalation in cost of construction apart from reasons such as change in scope, area, design and specifications etc. if so, desired by the client department at a later date.


Assistant Engineer(P)
O/o Chief Engineer(NZ-V),
CPWD, Jammu.


Executive Engineer(P)
O/o Chief Engineer (NZ-V),
CPWD, Jammu.

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Abstract of Cost (Civil Work)		
Name of Work: Construction of Main Entry Road of Central University of Punjab Bhatinda		
SUB-HEAD	Description	Amount
	EARTH WORKS	4978660.00
	CEMENT CONCRETE WORK	4869442.00
	REINFORCED CEMENT CONCRETE WORK	5793042.00
	BRICK MASONRY WORK	2532343.00
	STONE WORK	3126705.00
	STEEL WORK	656933.00
	FLOORING WORK	1239927.00
8	FINISHING WORK	306057.00
9	ROAD WORK	15298091.00
10	WATER SUPPLY	924078.00
11	DRAINAGE WORKS	976728.00
12	R.W.H. & TUBEWELL WORK	464868.00
13	ELECTRICAL WORK	
	i) Street lighting with HPMV lamps	1319500.00
	ii) High Mast Lighting including pillar	800000.00
	TOTAL	43286374.00
	Add 3% Contingencies	1298591.00
	TOTAL	44584965.00
	ADD 5% VAT	2229248.00
	TOTAL	46814213.00
	ADD 1% Labour Cess	468142.00
	TOTAL	47282355.00
	Say	47282500.00
	 <i>[Signature]</i> Assistant Engineer (P) O/o Chief Engineer (NZ-V) CPWD Jammu	 <i>[Signature]</i> Executive Engineer (P) O/o Chief Engineer (NZ-V) CPWD Jammu
	 <i>[Signature]</i> Superintending Engineer (P) O/o Chief Engineer (NZ-V) CPWD, Jammu	 <i>[Signature]</i> Chief Engineer (NZ-V) CPWD, Jammu

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Name of work: C/O Main Entry Road to Central University of Punjab at Bathinda (Punjab) Schedule of Quantities

Item No	Item	Description of Item	Qty	Unit	Rate	Amount
Sub Head 1: EARTH WORKS						
1.1	2.6	Earth work in excavation by mechanical means (Hydraulic excavator) manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.				
		b) All kinds of soil	7659.00	cum	146.50	1122044.00
	2.7	Earth work in excavation by mechanical means (Hydraulic Excavator) manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	2.8.1	e) All kinds of soil	1645.00	cum	148.25	243871.00
	2.10	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m :				
		a) All kinds of soil				
13.1.1	2.10.1.2	i) Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia.	4240.00	metre	192.75	817260.00
	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	1294.00	cum	101.50	131341.00
15	23.2	Supplying and filling of good earth at site including royalty and carriage up to any lead (earth measured in stacks will be reduced by 20% for payment).	8640.00	cum	308.35	2664144.00
SUB HEAD TOTAL						4970000.00
Sub Head 2: CEMENT CONCRETE WORK						
2.1	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level :				
2.1.1	4.1.1	1:1.2 (1 Cement : 1 coarse sand : 2 graded stone aggregate 20mm nominal size)	244.00	cum	6631.20	1618013.00
2.1.2	4.1.3	a) 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	23.00	cum	4921.70	113199.00
2.1.3	4.1.10	e) 1:3:10 (1 cement : 3 coarse sand : 10 graded stone aggregate 40mm nominal size)	730.00	cum	3672.80	2703181.00
	4.6	Providing and fixing at or near ground level precast cement concrete in tree grate frames, kerbs, edgings and slab etc. as per approved pattern and setting in position with cement mortar 1:3 (1 Cement : 3 coarse sand) including the cost of required centring, shuttering and finishing smooth with 6mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete.				
2.2.1	4.6.1	a) 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	31.00	cum	5160.60	159979.00

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2.3	N.S	Pre-casting and placing in position Bollards 1.00 mtr high of required shape including providing M.S. Pipe Sleeve 50 mm dia 300 mm long in the Bollard and M.S. Pipes 40 mm dia and 450 mm long with 150x150x6mm M.S. plate welded at bottom and embedded 750mm in cement concrete 1:3:6 (1 Cement : 3 coarse sand : 3 graded stone aggregate 20 mm nominal size), including necessary excavation of size 250x250x450 mm deep for the same in bitumen/concrete pavement at specified spacing.				
		200 mm dia	57.00	each	670.00	38190.00
		400 mm dia	210.00	each	1128.00	236880.00
SUB HEAD TOTAL						4869442.00
Sub Head 3: REINFORCED CEMENT CONCRETE						
		Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	170.00	cum	5552.25	943883.00
	5.3	Reinforced cement concrete work in beams, suspended floors, roof shaving slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size).	29.00	cum	6503.20	188593.00
3.3	5.9	Centering and shuttering including strutting, propping etc. and removal of form for :				
3.3.1	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	190.00	sqm	186.40	35416.00
3.3.2	5.9.2	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	657.00	sqm	334.50	219767.00
3.3.3	5.9.3	Suspended floors, roofs, landings, balconies and access platforms	298.00	sqm	371.80	110796.00
3.4	5.22	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.	168.00			
3.4.1	5.22.6	a) Thermally Mechanically Treated bars.	38050.00	kg	66.50	2530325.00
3.5	5.36	Providing and placing in position precast reinforced cement concrete jali, square or rectangular, as per design and shape for floors and roofs in 1:1.5:3 (1 Cement : 1.5 coarse sand : 3 graded stone aggregate 10 mm nominal size), including flush or deep ruled pointing at joints in Cement mortar 1:2 (1 Cement : 2 Fine sand), making necessary holes of required sizes for carrying through service lines etc., providing steel hooks for lifting etc, form work in precasting, handling, hoisting, centering, shuttering and erection complete for all floor levels but excluding the cost of reinforcement.	111.00	cum	15894.25	1764262.00
SUB HEAD TOTAL						5793042.00
Sub Head 4: BRICK MASONRY WORK						
4.1	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
4.1.1	6.1.2	a) Cement mortar 1:6 (1 cement : 6 coarse sand)	545.00	m ³	4848.50	2532343.00
SUB HEAD TOTAL						2532343.00
Sub Head 5: STONE WORK						
5.1	7.6	Coursed rubble masonry (first sort) with hard stone in foundation and plinth with :				
5.1.1	7.6.1	a) Cement mortar 1:6/1				

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Spec 1/20

6.2	N.S.	Providing and fixing 15x15x10 cm Multi-colour Haryana quartzite stone block hand cut and chisel dressed on top, for paving in floors steps etc. laid over 20mm thick base mortar 1:4 (1 cement : 4 coarse sand) with joints 10mm wide filled with same mortar including recess/Flush/ Ruled pointing pointing on stone on top with cement mortar 1:3 (1 cement : 3 fine sand) & cleaning, curing etc. complete as per approved drawing.	629.00	sqm	2.032.30	1278317.00
		Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and at all levels moulding and polishing to edges to give high gloss finish etc. complete mixed with matching pigment, epoxy touch ups, including rubbing, curing, mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, approved shade, colour and texture laid over 20 mm thick base cement similar locations of required size,				
8.2.2		Granite of any colour and shade				
8.2.2.2		Area of slab over 0.50 sqm	435.00	sqm	3769.70	1639820.00
		SUB HEAD TOTAL				3126705.00
		Sub Head 6: STEEL WORK				
6.1	10.28	Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	1075.00	kg	611.10	656933.00
		SUB HEAD TOTAL				656933.00
		Sub Head 7: FLOORING WORK				
7.1	N.S.	40 mm thick Bijolia/Budhpura stone fine dressed stone flooring (in addition to combination of other stone/ tiles/ paver blocks etc. & shall be measured & paid separately) over 20 mm (average) thick base of cement mortar 1:5 (1 cement : 5 coarse sand), including pointing with cement mortar 1:2 (1 cement : 2 stone dust) with an admixture of pigment to match the shade of stone.	511.00	sqm	1411.50	721277.00
7.2	N.S.	Providing and fixing coloured precast cement concrete tiles ultra or equivalent 22 mm thick in footpath & courtyard jointed with neat cement mixed with pigment to match the shade of tiles, welding, rubbing and cleaning etc. complete on 20 mm cement mortar 1 : 4 (1 cement : 4 Coarse sand) complete as per direction of Engineer - in - charge.	476.00	sqm	1089.60	518650.00
		SUB HEAD TOTAL				1239927.00
		Sub Head 8: FINISHING WORK				
8.1	13.9	Cement plaster 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement.				
8.1.1	13.9.1	a) 12 mm cement plaster	1043.00	sqm	200.60	209226.00

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8.2	13.62	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
	13.67	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	1044.00	sqm	92.75	96831.00
						308057.00
		SUB HEAD TOTAL				
		Sub Head 9: ROAD WORK				
	16.1	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm. depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth lead upto 50 metres.	12064.00	sqm	73.55	887307.00
	16.2	Extra for compaction of earth work in embankment under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density).	12064.00	cum	9.30	112195.00
	16.11	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	172.00	cum	398.85	68602.00
	16.30	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :	7201.00	sqm	31.75	228632.00
9.4.1	16.30.2	a) On bituminous surface @ 0.50 Kg / sqm.				
	16.49	Making bell mouth opening/ entrance of size 100x50x50 cm for drainage pipe under footpath, including providing cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) for shape of bell mouth, including plastering providing and fixing precast R.C.C. / S.F.R.C. slab, including plastering with cement mortar 1:3 (1 cement : 3 fine sand) of 6 mm thickness on exposed surface of the slab & bell mouth including centring, shuttering & neat cement punning inside the bell mouth etc. all complete.	40.00	each	1664.85	66594.00
9.6	16.54	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge.				
9.6.1	16.54.1	a) 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	263.00	cum	8724.75	2294609.00
9.7	16.57	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.				

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8.2	13.62	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
8.2.1	13.62.1	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	1044.00	sqm	92.75	96831.00
		SUB HEAD TOTAL				306057.00
		Sub Head 9: ROAD WORK				
		Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm. depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth lead upto 50 metres.	12064.00	sqm	73.55	887307.00
	16.2	Extra for compaction of earth work in embankment under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density).	12064.00	cum	9.30	112195.00
9.3	16.11	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	172.00	cum	398.85	68602.00
9.4	16.30	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :	7201.00	sqm	31.75	228632.00
9.4.1	16.30.2	a) On bituminous surface @ 0.50 Kg / sqm.				
	16.49	Making bell mouth opening/ entrance of size 100x50x50 cm for drainage pipe under footpath, including providing cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) for shape of bell mouth, including plastering providing and fixing precast R.C.C./ S.F.R.C. slab including plastering with cement mortar 1:1 (1 cement : 1 fine sand) of 6 mm thickness on exposed surfaces of the slab & bell mouth including centring, shuttering & neat cement pointing inside the bell mouth etc. all complete.	40.00	each	1664.85	66594.00
9.6	16.54	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge.				
9.6.1	16.54.1	a) 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	263.00	cum	8724.75	2294609.00
9.7	16.57	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.				

82	13.62	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
82.1	13.62.1	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture				
			1044.00	sqm	92.75	96831.00
		SUB HEAD TOTAL				306057.00
		Sub Head 9; ROAD WORK				
		Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm. depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth lead upto 50 metres.	12064.00	sqm	73.55	887307.00
	16.2	Extra for compaction of earth work in embankment under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density).	12064.00	cum	9.30	112195.00
	16.11	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	172.00	cum	398.85	68602.00
	16.30	Providing and applying tack coat using hot straight run bitumena of grade VG - 10, including heating the bitumena, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :				
9.4.1	16.30.2	a) On bituminous surface @ 0.50 Kg / sqm.	7201.00	sqm	31.75	228632.00
	16.49	Making bell mouth opening/ entrance of size 100x50x50 cm for drainage pipe under footpath, including providing cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) for shape of bell mouth, including plastering providing and fixing precast R.C.G./ S.F.R.C. slab including plastering with cement mortar 1:3 (1 cement 1.3 fine sand) of 6 mm thickness on exposed surface of the slab for bell mouth including centring, shuttering & neat cement punning inside the bell mouth etc. all complete.	40.00	each	1664.85	66594.00
9.6	16.54	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge.				
9.6.1	16.54.1	a) 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Dutch Type Hot Mix Plant of 100-120 TPH capacity.	263.00	cum	8724.75	2294609.00
9.7	16.57	Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.				

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1	16.57.1	b) 40/50 mm compacted thickness with bitumen of grade VG-30 @5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	131.00	cum	9502.40	1244814.00
	16.59	Manufacturing, supplying and fixing retro reflective sign boards made up of 2 mm thick aluminium sheet, face to be fully covered with high intensity encapsulated type heat activated retro reflective sheeting conforming to type - IV of ASTM-D 4956-01 in blue and silver white or other colour combination including subject matter, message (bi-lingual), symbols and borders etc. as per IRC : 67:2001, pasted on substrate by an adhesive backing which shall be activated by applying heat and pressure conforming to class 2 of ASTM-D-4956-01 and fixing the same with suitable sized aluminium alloy rivets @ 20 cm c/c to back support frame of M.S. angle iron of size 25x25x3 mm along with theft resistant measures, mounted and fixed with 2 Nos. M.S. angles of size 35x35x5 mm to a vertical post made up to M.S. Tee section ISMT 50x50x6 mm welded with base plate of				
	16.59.1	size 100x100x5 mm at the bottom end and including making holes in pipes, angles flats, providing & fixing M.S. message plate of required size, steel work to be painted with two or more coats of synthetic enamel paint of required shade and of approved brand & manufacture over priming coat of zinc chromate yellow primer (vertical MS-Tee support to be painted in black and white colours). Backside of aluminium sheet to be painted with two or more coats of epoxy paint over and including appropriate priming coat including all leads and lifts etc. complete as per drawing, specification and direction of Engineer-in-charge	38.00	sqm	4843.65	184059.00
99	16.62	Providing and applying 2.5mm thick road marking strips (retro-reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications. (cost of Staincile shall be shall be paid seperatly).	174.00	sqm	529.40	92116.00
9.10	item no- 16.68	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	3684.00	sqm	557.45	2053646.00
9.11	N.S	Providing and laying 80mm thick factory made coloured cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	461.00	sqm	993.00	457773.00

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9.12	16.69	Providing and laying at or near ground level factory made kerb stone 1/c kerb cut, round curve etc. of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	261.00	cum	5236.95	1366844.00
	16.78	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.				
	16.78.1	a) With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	841.00	cum	2018.50	1697559.00
	16.78.2	b) With material conforming to Grade-II (size range 53 mm to 0.075 mm) having CBR Value-25	609.00	cum	2044.35	1245009.00
	16.78.3	c) With material conforming to Grade-III (size range 26.5 mm to 0.075 mm) having CBR Value-20	406.00	cum	2029.50	823977.00
9.14	16.80	Construction of dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc. complete as per direction of Engineer-in-charge.	244.00	cum	3003.10	732756.00
9.15	16.92	Providing and fixing 10x10x7.50 cm Granite stone block hand cut and chisel dressed on top, for paving in floors, drains etc. laid over 20mm thick base mortar 1:4 (1 cement:4 coarse sand) with joints 10mm wide filled with same mortar including ruled pointing etc. complete as per direction of engineer-in charge	235.00	sqm	1318.80	309918.00
9.16	N.S	Providing and fixing at ground level around the tree, factory made CC Tree Grating using of M-30 grade of approved make & design including setting in position in footpath to the required level and line over a bed 50 mm thick compacted bed of dry stone aggregate of 40mm thick nominal size including spreading, well ramming, consolidating all complete as per direction of Engineer-in charge. of size:				
9.16.1	Based on DSR	a) 1.80mx1.80m & 75mm thick	185.00	each	5888.90	1089447.00
9.16.2	Based on DSR	b) 1.50mx1.50m & 75mm thick	62.00	each	4865.70	301673.00

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16.69		stone Vc kerb cut, round curve etc. of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	261.00	cum	5236.95	1366844.00
16.78		Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.				
16.78.1	a)	With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	841.00	cum	2018.50	1697559.00
16.78.2	b)	With material conforming to Grade-II (size range 53 mm to 0.075 mm) having CBR Value-25	609.00	cum	2044.35	1245009.00
16.78.3	c)	With material conforming to Grade-III (size range 26.5 mm to 0.075 mm) having CBR Value-20	406.00	cum	2029.50	823977.00
16.80		Construction of dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc. complete as per direction of Engineer-in-charge.	244.00	cum	3003.10	732756.00
16.92		Providing and fixing 10x10x7.50 cm Granite stone block hand cut and chisel dressed on top, for paving in floors, drains etc. laid over 20mm thick lean mortar 1:4 (1 cement: 4 coarse sand) with joints 10mm wide filled with same mortar including ruled pointing etc. complete as per direction of engineer-in charge	235.00	sqm	1318.80	309918.00
N.S		Providing and fixing at ground level around the tree, factory made CC Tree Grating using of M-30 grade of approved make & design including setting in position in footpath to the required level and line over a bed 50 mm thick compacted bed of dry stone aggregate of 40mm thick nominal size including spreading, well ramming, consolidating all complete as per direction of Engineer-in-charge. of size :				
16.1	Based on DSR	a) 1.80mx1.80m & 75mm thick	185.00	each	5888.90	1089447.00
16.2	Based on DSR	b) 1.50mx1.50m & 75mm thick	62.00	each	4865.70	301673.00

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17	A.R on Market Rate	Supplying the Stencil sheet, cut on 3mm thick water proof ply wood of required size, for Directional arrows, lettering, Cycle track, Crossing, start, end, Word messages, Give way line & symbol messages, Parking stands & patterns all complete & as per direction of Engineer in charge. (Area of stencil sheet shall be measured in rectangle upto 15cm boarder beyond the outer most cut line)	36.00	sqm	1126.70	40561.00
SUB HEAD TOTAL						15298091.00
Sub Head 10: WATER SUPPLY WORK						
18.12		Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work :				
18.12.3	a)	25 mm dia. nominal bore	40.00	metre	238.95	9558.00
18.12.6	b)	50 mm dia. nominal bore	40.00	metre	392.50	15700.00
18.12.7	c)	65 mm dia. nominal bore	40.00	metre	515.55	20622.00
18.12.8	d)	80 mm dia. nominal bore	40.00	metre	628.35	25134.00
18.17		Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				
18.17.1	a)	25 mm nominal bore	80.00	each	427.80	34224.00
18.17.4	b)	50 mm nominal bore	15.00	each	749.40	11241.00
18.17.5	c)	65 mm nominal bore	10.00	each	1286.25	12863.00
18.17.6	d)	80 mm nominal bore	5.00	each	1918.85	9594.00
18.25		Providing and laying S&S C.I. standard specials such as tees, bends, collars, tapers, caps etc. (Heavy class) :				
18.25.1	a)	Up to 300 mm dia	5.00	Qd.	4423.75	22119.00
18.27		Providing and laying S&S centrifugally cast (spun) iron pipes (Class LA) conforming to IS - 1536 :				
18.27.1	a)	100 mm dia pipe	580.00	metre	1072.70	622166.00
18.31		Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. (the tail pieces if required will be paid separately) :				
18.31.1.2	i)	Class II	4.00	each	3895.60	15582.00
18.36		Constructing masonry Chamber 60x60x75 cm, inside in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for cable etc. with C.I. surface box 350x350 mm top and 165 mm deep (inside) with chained lid and RCC top slab 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), 1/6 necessary excavation, foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design :				
18.36.1		With common burnt clay F.F.B. (non modular) bricks of class designation 7.5	16.00	each	6140.50	98248.00
18.40		Painting G.I. pipes and fittings with two coats of anti-corrosive bituminous paint of approved quality :				
18.40.3	a)	25 mm diameter pipe	40.00	metre	7.90	316.00
18.40.6	b)	50 mm diameter pipe	40.00	metre	12.65	506.00
18.40.7	c)	65 mm diameter pipe	40.00	metre	15.60	624.00
18.40.8	d)	80 mm diameter pipe	40.00	metre	18.05	722.00
18.46		Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work)				
18.46.6	a)	50mm nominal bore	30.00	each	379.35	11381.00
18.46.7	b)	65mm nominal bore	6.00	each	623.25	3740.00
18.46.8	c)	80 mm nominal bore	4.00	each	716.15	2865.00

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10.9	18.70	Providing push-on-joints to Centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints and the cost of rubber gasket:	116.00	each	59.25	6873.00
10.9.1	18.70.1	a) 100 mm dia pipes				
SUB HEAD TOTAL						924078.00
Sub Head 11: DRAINAGE WORK						
11.1	19.6	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete:				
11.1.1	19.6.3	a) 250 mm dia. R.C.C. pipe	1480.00	metre	455.90	674732.00
11.2	19.27	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design:				
11.2.1	19.27.1	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	80.00	each	3774.95	301996.00
SUB HEAD TOTAL						976728.00
Sub Head 12: R.W.I.L & TUBEWELL WORK						
12.1	24.5	Supplying, filling, spreading & leveling stone boulders of size range 5 cm to 20 cm, in recharge pit, in the required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	333.00	cum	494.75	164752.00
12.2	24.6	Supplying, filling, spreading & leveling gravels of size range 5 mm to 10 mm, in the recharge pit, over the existing layer of boulders, in required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	333.00	cum	901.25	300116.00
SUB HEAD TOTAL						464868.00
Sub Head 13: ELECTRICAL WORK						
13.1		Street lighting with HPMV lamps	10150	sqm	130.00	1319500.00
13.2		High Mast Lighting including pillar	2	each	400000.00	800000.00
SUB HEAD TOTAL						2119500.00
Total						43286374.00
Assistant Engineer (P) O/o Chief Engineer(NZ-V), CPWD, Jammu.			Executive Engineer (P) O/o Chief Engineer(NZ-V), CPWD, Jammu			



Speed post

No.54(1289)/LCD/2014-15/ 1449

Dated: 24.7.14

To, M/S
The Chiranji Lal Gupta & Sons Pvt.Ltd.
Govt Contractor & Engineers,
H.No.1046, Sector-15,
Panchkula-134113.

Sub: C/o Main Entry Road to Central University of Punjab at Bathinda(Punjab).

Dear Sir,

Your Item rate tender for the work mentioned above has been accepted on behalf of the President of India at your tendered amount of Rs. 3,96,58,470/- (Rupees Three Crore Ninety Six Lacs Fifty Eight Thousand Four Hundred Seventy only), which is 4.85% (Four decimal Eight Five percent only) below the estimated cost of Rs. 4,16,78,055/- (Rupees Four Crore Sixteen Lacs Seventy Eight thousand Fifty Five only), put to the tender.

2. You are requested to submit immediately:-

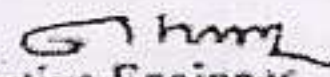
(i) Performance security/guarantee of Rs.19,82,924/- (Rupees Nineteen Lacs Eighty Two Thousands Nine hundred and Twenty Four only) within 15 days of issue of this letter. The performance guarantee shall be in the prescribed form as provided in Clause 1 of the General Conditions of Contract for CPWD Works, and shall valid up to 31.08.2015.

(ii) A committed programme of completion keeping in view the prescribed milestones, stipulated period of completion, which shall be duly signed by you. The programme submitted shall be monitor able in a format as may acceptable to undersigned.

3. On receipt of the prescribed performance guarantee and aforesaid committed programme of completion, necessary letter to commence the work shall be issued and the work would be handed over to you thereafter.

4. Please note that the time allowed for carrying out the work as entered in the tender 06 (Six months) shall be reckoned from the 22 days after the date of issue of this letter.

Yours faithfully,

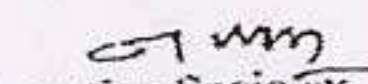

Executive Engineer,

for and on behalf of President of India,
Ludhiana Central Division, C.P.W.D.,
Ludhiana.

Copy to:

1. The Chief Engineer(NZ-V), CPWD, Landol Bridge, Satwari Cantt. Jammu (J&K)-180003.
2. The Superintending Engineer, Jalandhar Central Circle, CPWD, Jalandhar.
3. The Assistant Engineer, Bathinda Central Sub Division, CPWD, Bathinda.
4. Cashier.
5. Original Agreement.

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Executive Engineer.

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Speed Post

भारत सरकार
केन्द्रीय लोक निर्माण विभाग
लुधियाना केन्द्रीय मंडल

सं: 54/1289/ल.सं. 1539

दिनांक: 8 8 14

सेवा में

M/S
श्री श्रीमंजी लाल गुप्ता & Sons Pvt. Ltd.
Govt Contractor & Engineers,
H.No. 1046, Sector-15,
Panchkula 134113.

Sub: (in) Main Entry Road to Central University of Punjab at Bathinda (Punjab)

- Ref.: 1. Performance Guarantee submitted by your vide Bank Guarantee No.05751LG002914 dated 02.08.2013 for the work.
2. This office letter of intent/acceptance of your tender vide No.54(1289)/L.CD/201-L/5/1449 dated 21.07.2013

Dear Sir,

1. You are requested to contact the Assistant Engineer, Bathinda Central Sub Division, (P.W.D.) Bathinda for taking possession of site and starting the work at once.
2. In continuation to the letters referred above, you are requested to attend this office to complete the formal agreement within fifteen days from the date of issue of this letter.

Yours faithfully

Executive Engineer
for and on behalf of President of India,
Ludhiana Central Division, (P.W.D.)
Ludhiana

Copy to:

1. Original agreement
2. The Superintending Engineer, Jalandhar Central Circle, CPWD, 448 G.T.B.Nagar, Jalandhar.
3. The Assistant Engineer, Bathinda Central Sub Division, CPWD, Bathinda. He is requested to contact the contractor and get the work started at once. He should ensure that payment to workers should be made by the contractor at the rates notified from time to time by the Assistant Labour Commissioner Chandigarh by 5th every month.

He should also have a close watch on the quantum of the quantity executed for various items and should ensure that the lowest tenderer shall remain the lowest even after execution of all extra and substituted items including deviation in quantities. This instruction should be checked strictly during execution and before making payments of all running and final bills. There should not be any deviation from the approved NIT and agreement unless, deviation if any, are approved by the competent authority in advance of execution. The deviation in the normal items also should be strictly monitored as per DGW/MAN/19 dated 1.9.98 & other existing instructions in the department to avoid complications at a later stage. It should also be ensured that execution is done in such a way that there is no loss to the government at any stage. It shall also be ensured by the Assistant Engineer that any defective work if executed during course of construction shall not be measured & billed for payment at initial stage itself.

4. Income Tax Officer, Bathinda.
5. Labour Enforcement Officer (Central)-III O/o Dy.CLC(C)Kendriya Sadan, Sector-9-A Chandigarh - 160009.
6. Labour Enforcement Officer (C), Bathinda.
7. The A.E (P-I) Ludhiana Central Division, C.P.W.D., Ludhiana.
8. Head Clerk, Ludhiana Central Division, C.P.W.D., Ludhiana.
9. Cashier, Ludhiana Central Division, C.P.W.D., Ludhiana. He is directed to account for the Performance Guarantee deposited in the shape of Bank Guarantee No. 0575ILG002914 dated 02.08.2014 for the work.

कार्यपालक अभियंता
लुधियाना केन्द्रीय मंडल
के.ए.ओ.नि.वि.०, लुधियाना

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL PUBLIC WORKS DEPARTMENT
AND
REGISTRAR, CENTRAL UNIVERSITY OF PUNJAB, BATHINDA
FOR FOLLOWING WORK

Name of Work:- Construction of main entry road to Central University of Punjab (Bathinda) from main (Bathinda - Badal Road) and approach road from Bahou road to 100 Bedded Hostel on the east side of the complex.

This Memorandum of Understanding hereinafter called MOU signed between the Central Public Works Department, hereinafter called the CPWD (represented by the Executive Engineer, CPWD on the one part and Registrar, Central University of Punjab, Bathinda here in later called (the client department) on the other part on this day, the at Ludhiana.

Whereas the CPWD have agreed to undertake the execution of the above work or any work as decided mutually to be taken up, as a deposit work, now therefore it is agreed between the two parties that:-

1. The CPWD shall execute the work on the basis Approved Architectural drawings as per the broad schedule of activities indicating mutually accepted dates for important activities. In case there is any delay in activities to be carried out by external agencies or Client, the time for completion will be suitably enlarged.
2. It is also agreed that in case CPWD need to outsource Architectural Services, an enabling estimate for the same shall be approved by the client on case - to - case basis.
3. Based on the Approved Architectural drawings prepared by CPWD or their Consulting Architect, CPWD will prepare structural design, detail structured drawings, BOQ & working drawing too.
4. The preliminary estimate based on the drawing & designs shall be submitted by CPWD and approved by the client.
5. CPWD does not bind itself to complete the work within the estimated cost. If additional funds are required, the same will have to be provided by the client department. Necessary revised estimate will be submitted as and when required

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6. Any dispute out of the operation of the contractor(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 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.

7. 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 eventually, 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.

8. In case where funds are deposited in installments, CPWD will not be responsible for any delay, damage, stoppage of work, claims of contractors for compensation / damages etc. due to non - receipt of funds in time.

9. Client shall deposit funds in installments. In first instance, 33 1/3 of the sanctioned amount shall be deposited by the client with the Executive Engineer, CPWD, along with sanction as advance in two installments as under:-

- (a) First installment of 15% shall be deposited by the client immediately after the accord of A/A & E/S of the work, thereafter tender shall be invited by the CPWD.
- (b) Next installment of 18 1/3 shall be deposited immediately after tenders of CPWD but before tender is accepted by CPWD.

Thereafter, expenditure incurred should be reimbursed in full on submission of Form CPWA-65A by the Executive Engineer, CPWD. The invited deposit of 33 1/3 % would be retained for adjustment against last portion of the estimated expenditure.

10. The cost on account of watch and ward after date of physical completion of work till handing over thereof shall be borne by the client department. In such an aforesaid eventuality, CPWD shall be at liberty to charge the expenditure on account of employment of watch and ward staff to the sanctioned work from the date of completion of the work till date of taking over thereof by client department.

11. The CPWD shall be responsible for:-

- 11.1 Arranging all the relevant data - preparing oit.
- 11.2 Preparation of preliminary architectural drawings, working drawing, structural drawings, design & drawing, if required.
- 11.3 Approval of detailed estimates, preparation of structural drawing, preparation

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- 11.4 of tender documents, invitation and opening of tenders and award of work etc.
- 11.4 Project management including day-to-day supervision of work.
- 11.5 Executing of work as per prescribed G.O.I. guidelines and regulations.
- 11.6 Carrying out quality control tests and inspections periodically.
- 11.7 Completing the project as per the broad specifications given in the Estimate.
- 11.8 Intimating the client about any excess over the projected cost or possibility of time over run as soon as it comes to its knowledge.
- 11.9 Intimating the Physical and financial progress at periodic intervals.
- 11.10 Replying to the audit objections pertaining to the work in so far as they pertain to its acts in execution of the work.
- 11.11 Handing over to client the completed buildings along with a set of completion plans & SMB(s) for internal finishing on walls and operation & maintenance of various Services if possible.
- 11.12 Intimating the final cost of the project before completion of Defect Liability Period.
- 11.13 Contesting the claims of the contractors in arbitration or appearing in other legal matters pertaining to executing of work.
- 11.14 Replying any type of queries raised by CVC/CTE/RTI Act.

12. The Client agrees to undertake the following:-

- 12.1 Deposit the required funds as per schedule specified above. Deposit any additional funds that may be required to complete the work as per revised estimate submitted by the CPWD after approval from the competent authority.
- 12.2 According approval to designs and drawings specifications & bill of Quantities submitted by CPWD.
- 12.3 According approval to detailed specifications of items desired to be provided in the building.
- 12.4 Making available the site of work free from encumbrances.
- 12.5 Enlarging the cost and time stipulated in the estimate, if changes are made in the approved designs / drawings / specifications.
- 12.6 Obtaining necessary clearance for the Architectural / Structural plans from the concerned statutory body, if required.
- 12.7 Helping the CPWD in obtaining necessary service connections.
- 12.8 Providing the required funds as per cash flow requirements projected by the CPWD.
- 12.9 According revised sanctioned without any delay in case of escalation.
- 12.10 Providing security clearance for CPWD staff / contractors and their workers in case if it is so required.
- 12.11 Designating a suitable empowered nodal officer 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

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nodal officer shall be empowered to take decisions on remedial measures for unforeseen situations arising out entities external to the project.

12.12 Providing full assistance to the CPWD in the execution of the work.

13. Review of Dispute resolution Mechanism:-

13.1 To oversee the implementation of the above conditions of this MOU a Review Committee consisting of Executive Engineer, Ludhiana Central Division, CPWD & Registrar, Central University of Punjab, Bathinda shall meet bimonthly.

13.2 In case the review committee is not able to ensure implementation of the agreed provisions of the MOU concerned Chief Engineer, CPWD & Vice Chancellor Central University of Punjab, Bathinda shall meet & mutually decide on the issues involved.

17.10.2013
Executive Engineer,
C.P.W.D.
Ludhiana

[Signature]
Registrar,
Central University of Punjab,
Bathinda,

जगदेव करतार सिंह/Jagdev Kartar Singh
कुलसचिव/Registrar
पंजाब केन्द्रीय विश्वविद्यालय, बठिन्डा
Central University of Punjab, Bathinda

Witness:- 1. [Signature]
(MANJIT SINGH)
Assistant Engineer CPWD, Ludhiana

2. [Signature]
(ER-SURJIT SINGH)
Assistant Engineer,
CPWD, Bathinda

Witness [Signature]
G. S. S. S.
Univ Engr
CUPB Bathinda



पंजाब केन्द्रीय विश्वविद्यालय

संसदीय अधिनियम 25 (2009) के द्वारा स्थापित Annexure - 27.57

Central University of Punjab

Established vide Act No. 25 (2009) of Parliament

Ref. No.: CUPB/CC/ES/21-22/281

Dated: 15/09/2021

To

Executive Engineer
CPWD, Ludhiana Division
17-B, BRS Nagar
Ludhiana (Punjab) - 141012

Subject: C/o Main Entry Road to Central University of Punjab (Bathinda).

Reference: Your Office letter no. letter no- 54 (Arb)/Executive Engineer-Ludhiana/2021/1413
dated 06.09.2021 addressed to Hon'ble Vice Chancellor, CUPB.

Dear Sir,

In this regard it is intimated that the issue is required to be discussed in Building Committee, Finance Committee and Executive Council of the University as per process. Hence it is requested that the learned Arbitrator may be requested to allow additional time of 2 months without levy of interest from the already allowed time upto 30.09.2021 on award amount.

Regards


Executive Engineer

Copy to:

1. Vice Chancellor Secretariat: For information to the Hon'ble Vice Chancellor.
2. PA to Registrar: For the information of the Registrar.
3. Finance Officer - For information.

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ਪੰਜਾਬ ਕੇਂਦਰੀ ਵਿਸ਼ਵਵਿਦਿਆਲय

(ਸਸਟ ਕੇ ਅਕਟਿਵਿਟੀ ਨੰ. 25(2009) ਕੇ ਖਾਸ ਅਧੀਨ)

ਗੌਂਵ ਏਂਡ ਡਾਕਘਰ: ਧੁਦਾ, ਜਿਲਾ: ਬਠਿੰਡਾ-151401(ਪੰਜਾਬ)

ਈਮੇਲ: establishment@cup.edu.in

ਵੈਬਸਾਈਟ www.cup.edu.in



Central University of Punjab

(Established vide an Act no. 25(2009) of Parliament)

VPO: Ghudda, District: Bathinda-151401 (Punjab)

Email: establishment@cup.edu.in

Website: www.cup.edu.in

स्थापना शाखा / Establishment Branch

Annexure-2758

Ref: CUPB/Eatt./2021/LO/040

Date: 16.09.2021

URGENT

By Email

To

Sh. Satya Pal Jain
Additional Solicitor General of India
Kothi No. 2224, Sector 15-C,
Chandigarh - 160 015
Email: contact@satyapaljain.com

Subject: Legal Opinion w.r.t. payment for Arbitration Award and balance payment to CPWD for construction of Main entry road of Central University of Punjab, Bathinda entrusted to CPWD for execution as a deposit work – reg.

Respected Sir,

With reference to the subject cited above, I have been directed to approach your goodself for legal opinion please. Brief facts of the case alongwith Annexures are enclosed.

Er. Saurabh Gupta, Executive Engineer, Central University of Punjab, Bathinda may kindly be contracted for any clarification/information. His contact details are as follows: -

Mobile No : 9717399324

Email : saurabh.gupta@cup.edn.in

The honorarium/fees for Legal Opinion will be settled as per rates prescribed/issued by the Department of Legal Affairs and its amendments/modification from time to time.

Thanking you in anticipation,

Yours sincerely,

(Mukesh Kumar)

ASSISTANT REGISTRAR (Estt.)

Encls.: As stated above.

Copy to:

1. Assistant Registrar (VCO): for kind information of Hon'ble Vice Chancellor
2. PA to Registrar for kind information of the Registrar.
3. Er. Saurabh Gupta, Executive Engineer : for necessary action.
4. Concerned file.

(Mukesh Kumar)

ASSISTANT REGISTRAR (Estt.)

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ज्ञान-विज्ञान विमुक्तये



सत्यमेव जयते

विश्वविद्यालय अनुदान आयोग
University Grants Commission

(शिक्षा मंत्रालय, भारत सरकार)
(Ministry of Education, Govt. of India)

बहादुर शाह जफर मार्ग, नई दिल्ली-110002
Bahadur Shah Zafar Marg, New Delhi-110002
दूरभाष Ph : 011-23239200
E-mail : jtendraktripathi@ugc.ac.in

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जितेन्द्र कुमार त्रिपाठी
संयुक्त सचिव
Jitendra K. Tripathi
Joint Secretary

D.O. No. F.1-3/2021 (CU)

August, 2021

Subject:- Annual Allocation under Capital Assets-35 for the year 2021-22 regarding

Dear Sir,

In order to finalise the Annual Allocation under Capital Assets for the year 2021-22, UGC constituted a Committee to assess the financial requirement of various central universities under Capital Assets for the financial year 2021-22. Based on the recommendation of the Committee, the approval of the UGC is conveyed under Capital Assets for the year 2021-22 subject to release of funds by the Ministry of Education in respect of Central University of Punjab as per details below:-

(Rs. in lakhs)

S. No.	Name of the Item	Annual Allocation for the year 2021-22 under Capital Assets approved by UGC
1	Books / Journals E-resource (perpetual)	100.00
2	ICT enabled Infrastructure for online learning	150.00
3	Equipment/laboratories	75.00
4	Campus Development	200.00
5	Other Infrastructure including furniture & fixture	125.00
	Total	650.00

1. UGC vide its letter No.F.1-1/2012. (CU) dated 17.09.2016, 25.11.2016 and 2.3.2017 circulated the guidelines for approval of building projects. University may strictly follow the procedure of approval of building projects as per above stated UGC guidelines and send the proposal for construction/renovation/repairs costing more than Rs.75.00 lakhs to UGC for seeking prior approval of UGC Standing Committee.

2. University may not initiate the work / project i.e. approach road, water pipe line, electric sub-station etc. which are the responsibility of the State Government. In this regard, university may take up the matter with State Government/Central Government/UGC as the case may be.

3. University should follow the General Financial Rules, 2017 as well as instructions of GFR 130 to 141 pertaining to execution of the works.

4. The Central Vigilance Commission (CVC) vide its letter No.011/VGL/014 dated 11th February, 2011 has circulated the instructions on "Transparency in Tendering System" and No.01-11-CTE-SH-100 dated 17.02.2011 regarding "Mobilization - Advance". Therefore, the construction work should strictly be as per General Financial Rules, 2017 and CVC instructions issued from time to time.

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[Handwritten Signature]



PROCEEDINGS OF THE MEETING

Dated: 02/09/2021; Time: 02:00 PM

In pursuance to the Notification No. CUPB/RO/2021-22/Notification.038 dated 01/09/2021, a meeting of the committee for making recommendations w.r.t. utilization of funds under Campus Development for year 2021-22 was held in the office of the Registrar on 02/09/2021.

Following were present during the meeting:

1. Sh. Kanwal Pal Singh Mundra, Registrar
2. Prof. V. K. Garg, Dean Students Welfare
3. Er. Saurabh Gupta, Executive Engineer
4. Er. Puneet, Assistant Engineer

Central University of Punjab
Engineering Section
ਅਮਿਤ ਮਹੋਤਸਵ
ਕ.ਨੰ./Sr. No. 174
ਦਿਨਾਂਕ/Date 2/9/21

The Executive Engineer presented in the committee that funds of Rs. 200.00 Lakhs under the Campus Development Head have been allocated to the University for Financial Year 2021-22 by the UGC vide its letter No. F.1-3/2021 (CU) dated 25 August, 2021. He further, informed that as per the information collected from the Accounts and Finance Branch, Rs. 68.45 Lakhs have been spent and Rs. 23.05 Lakhs are liable to pay for construction of roads. Hence, as of now Rs. 108.5 Lakhs are balance from the allocated funds.

The Committee proposed/recommend that either the Main Entrance Gate of the University or Parking Area for Academic Block, Guest House, Transit Block and Residential area may be constructed.

The Executive Engineer informed that it will not be feasible to spend the existing budget by end of the Financial Year 2021-22 as no working has been done on either of the proposal. Further, the Executive Engineer proposed that partial payment of the proposed project(s) may be made from allocated funds of the FY 2021-22 and rest of the funds may be utilized in next Financial Year i.e. FY 2022-23.

It was further resolved that the Executive Engineer shall ensure to follow the procedures of approval of building projects as per UGC guidelines exhibited in para 1 of the UGC letter F. 1-3/2021 (CU) dated 25 Aug 2021.

351

[Signature]
2/9/21

(PUNEET)

[Signature]
2/9/21

(SAURABH GUPTA)

[Signature]
2/9/2021

(V. K. GARG)

[Signature]
2/9/2021

(K. P. SINGH)

2549
02/09/21 For Consideration and approval (P).

[Signature]
2/9/2021

[Signature]

PTO

ਸ਼੍ਰੀ ਕਾਨਵਲ ਪਾਲ ਸਿੰਘ
ਕ.ਨੰ./Sr. No. 173.1
ਦਿਨਾਂਕ/Date 2/9/2021

[Signature]
Hon'ble U.C. Secy
[Signature]
2/9/21

[Signature]
3/9/2021
- 228 -

start work today
itself. progress will
be monitored on weekly

16.

SANCTION MEMORANDUM

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

To,
THE REGISTRAR,
CENTRAL UNIVERSITY OF PUNJAB,
CITY CAMPUS, MANSA ROAD,
BATHINDA - 151001
PUNJAB.

Dear Sir,

SUB: YOUR PROPOSAL FOR A TERM LOAN OF Rs. 108.06 CRORES/-.

We are pleased to inform you that HEFA Board vide its orders dated 30.06.2021, has accorded approval for your Term Loan proposal of Rs.108.06 Crores on the following terms and conditions:

Nature of Facility	Term Loan - Window III									
Amount	Rs. 108.06 Crores (Rupees One Hundred and Eight Crores & Six Lakhs Only)									
Purpose	a.) To complete the construction of following projects in Phase 1:									
	<table border="1"> <tr><td>1.</td><td>One Academic Block</td></tr> <tr><td>2.</td><td>4 Nos. of Hostels + 1 Transit Hostel</td></tr> <tr><td>3.</td><td>Staff Quarters (90)</td></tr> <tr><td>4.</td><td>Guest House</td></tr> <tr><td>5.</td><td>Amenities buildings</td></tr> </table>	1.	One Academic Block	2.	4 Nos. of Hostels + 1 Transit Hostel	3.	Staff Quarters (90)	4.	Guest House	5.
1.	One Academic Block									
2.	4 Nos. of Hostels + 1 Transit Hostel									
3.	Staff Quarters (90)									
4.	Guest House									
5.	Amenities buildings									
	b.) For Construction of new projects (8000 sqm) and a normal playfield in Phase 1 as follows:									
	<table border="1"> <tr><td>1.</td><td>One Administrative Block</td></tr> <tr><td>2.</td><td>Library</td></tr> </table>	1.	One Administrative Block	2.	Library					
1.	One Administrative Block									
2.	Library									
Project Cost	Rs. 108.06 Crores (Rupees One Hundred and Eight Crores & Six Lakhs Only)									
Margin	Nil									
Security	Primary: Nil Collateral: Charge on the following to the extent of our Loan amount / outstanding dues: 1. Fee Receivables Account 2. Grants Receivables Account 3. Escrow Bank 3 Receivables Accounts									
Interest										
Applicable/Proposed	7.50% p.a. (Rate of interest as advised by the Board based on Circular Resolution no. 15/2020-21 dated 23.04.2021), subject to revision, from time to time as per the directions of the HEFA Board.									
Reset of ROI	Next reset shall be due on 01.04.2022 and every year thereafter on the said date. The ROI may also be reset any time before the said date as per the directions of the HEFA Board.									

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REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

Repayment	<p>Principal: Repayable in 20 half yearly instalments of Rs. 5.403 Crores each. (Repayment to commence at 6 Months from the date of first disbursement and subsequent instalments to be repaid every 6 months thereafter).</p> <p>Interest: Interest is charged to the loan account at monthly rests on compounded basis. However, interest accrued at the end of the calendar quarter (i.e. March, June, September and December) has to be repaid within 30 days from the completion of the quarter.</p>
Scheduled Project completion date.	18 to 24 months from the date of commencement of projects.
Validity of Sanction	One Year (However, University has to execute the loan documents within 45 days from the date of sanction letter. In case, no part of loan is availed within the validity period of sanction, the sanction shall lapse)
Disbursement:	<p>Directly to Vendor/Agency</p> <p>Conditions: All disbursements from the loan shall be made directly to CPWD / contractor / Vendor/ Implementing Agency / Project monitoring consultant (PMC) against production of bills / certificate. Loan amount shall be released in stages based on the progress of work and submission of monthly expenditure statement certified by the Executive Engineer, CPWD / Implementing Agency.</p> <p>Disbursements are permitted at the request of the institution, in cases where advance payments have to be made to CPWD / Contractors as per the MOU signed by the institution with CPWD/Contractors against submission of copy of MOU and demand notice.</p>
Upfront fee	Nil
Documentation charges	Nil
Commitment Charges	Nil
Annual Review Charges	Nil
Stamp Duty on Documentation	Actuals to be paid by the university

OTHER CONDITIONS:

1. University to submit an undertaking for the following,
 - a. University shall submit a copy of MoU/agreements between the University and PMC. University shall inform exact timelines based on the MoU/Contract agreement to HEFA and MOE.

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REF: SAN/CUP/138/2021-22

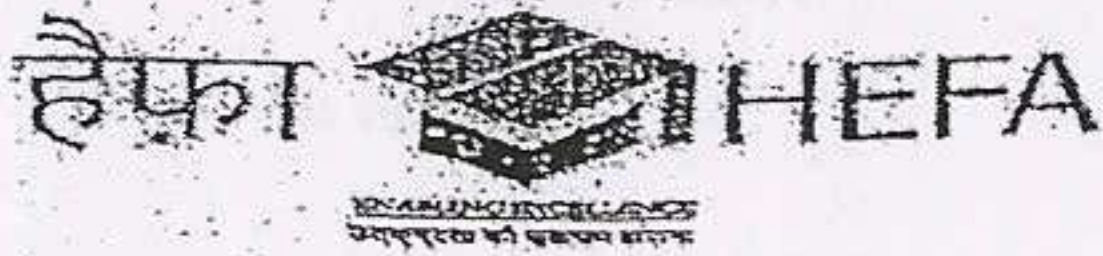
DATE: 02-07-2021

- h. University shall submit the detailed implementation schedule along with start date and completion date. Timelines of the implementation schedule may be linked with first disbursement date of HEFA loan for effective monitoring.
 - c. University shall ensure that all statutory approvals applicable at current stage of implementation are in place.
 - d. Any deviation in the project scope or the project timeline shall be reported to MOE and necessary approval from MOE as per relevant guidelines shall be obtained for the same and submitted to HEFA. Exact timelines as prepared by EPC Contractor shall be furnished to HEFA & MOE upon finalisation.
 - e. University shall inform MOE about the deviation in constructed area vs approved area and obtain approval from the MOE for the same. Copy of such approval shall be submitted to HEFA.
 - f. University shall ensure obtaining approval / permission from competent authority for the power supply and water supply.
 - g. University shall ensure that the approved building plan for the proposed projects is in line with MOE approval. Any deviation shall be informed to MOE.
 - h. University shall ensure submission of progress report / completion certificate in respect of the already completed projects from the PMC and also ensure that the same is in line with MOE approval of the Academic block, boys hostel, girls hostel and transit hostel.
 - i. University shall ensure obtaining necessary permission from Pollution Control Board, as the consent to establish the projects provided by Pollution Control Board to the university has expired.
 - j. University shall ensure obtaining all the required statutory approvals / clearances and comply with all the terms & conditions stipulated in such approvals.
 - k. University shall ensure submission of proper monitoring plan, periodic Physical Progress Report from executing agency along with minutes of the project monitoring committee of the university.
2. University to execute the loan documents within 45 days from the date of sanction conveying letter.
 3. The Escrow Arrangement shall be as under,
 - a. The existing main "Fee Receivables" Account of the borrower Institution shall be treated as Escrow Account No. 1 and the corresponding bank shall be Escrow Bank 1.
 - b. The existing "Grants Receivable" Account of the Borrower Institution shall be treated as Escrow Account No. 2 and corresponding bank shall be Escrow Bank 2.
 - c. The Institution shall open two more escrow accounts i.e., Principal Repayment Account (Escrow Account 3) and Interest Repayment Account (Escrow Account 4) with Canara Bank (Escrow Bank 3).

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#51, Stock Exchange Towers,
1st Floor, 1st Cross, J C Road,
Bengaluru - 560027.
PH No.:080-22228666.

13

REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

- d. The University falls under Window 3 of RISE by 2022 scheme, wherein they have to repay 10% of the principal portion from their internal resources and receive grants for the balance principal portion.

Therefore, on the date of disbursement, upon intimation from HEFA, Escrow Bank 1 shall debit "Fee Receivables" Account of the university to the extent of Rs.54.03 Lakhs and Escrow Bank 2 shall debit "Grants Receivables" Account of the university to the extent of Rs.4.8627 Crores, thereby, aggregating to Rs. 5.403 Crores (being half yearly installment) and similar amounts every 6 months thereafter in the same manner, till closure of the loan account and remit the amount to Principal Repayment Account maintained with Canara Bank (Escrow Bank 3).

- e. The Escrowed amount so received in Principal Repayment Account with Canara Bank shall be first invested in short term fixed deposits as per borrower's instruction, till the period to coincide with the due dates of half yearly term loan instalment and then transferred to HEFA's account on due dates by Canara Bank as advised by HEFA. This amount so received in HEFA's account will be appropriated towards instalment due in respect of loan account(s) by HEFA.
- f. As interest obligation is fully serviced out of grants released by MOE, upon receipt of demand notice from HEFA, Escrow Bank 2 shall debit the quarterly interest amount (being the interest debited monthly to the loan account during the calendar quarter i.e., March, June, September and December quarters) to "Grants Receivables Account" before 10th of April, July, October and January months every year, and in any case within 30 days from the closure of quarter, and transfer to Interest Repayment Account maintained with Canara Bank (Escrow Bank 3). Such amount shall be transferred to HEFA's account immediately but not later than 2 working days. This Amount will be appropriated towards interest due by HEFA. Penal interest at 2% shall be charged after 30th of the succeeding month (i.e. April, July, October and January months) for the period of delay in payment of interest.
4. University shall ensure that the Grants will be provided by MOE for servicing 90% of the Principal portion and complete servicing of interest towards the proposed loan, as the same falls under Window 3.
5. University to furnish details such as Accounts Numbers of Escrow 1 (Fee Receivables Account), Escrow 2 (Grants Receivables Account), Escrow 3 (Principal Repayment Account), Escrow 4 (Interest Repayment Account) and name of the Bank/Branch, where the accounts are maintained.
6. University to ensure that the contractor entrusted with the work is having good track record in implementing projects of this scale and related General Financial Rules (GFR), Govt. of India and Central Vigilance Commission. Govt. of India guidelines are followed while awarding works to the contractor.
7. University to ensure that all the necessary approvals/clearances are obtained at the appropriate time and terms and conditions stipulated in the approvals complied with.
8. University to submit tender documents, work orders, related agreements on finalization of the same. University to submit a copy of letter of award issued to the executing agency, Agreement/Contract for updating the Project Cost.

University to ensure obtaining all contracts/ agreements/ clearances/ timely approvals (internal & external) of the proposed projects from statutory bodies.



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DATE: 02-07-2021

REF: SAN/CUP/138/2021-22

10. Any deviation in the project scope or the project timeline to be reported to HEFA and approval by MoE, as per relevant guidelines for the same may be submitted. Exact timelines as prepared by EPC Contractor may be furnished to HEFA & MoE upon finalisation.
11. University to submit quarterly Physical Progress Report through PMS portal of HEFA. Further, disbursement requests shall be submitted by the institute via our website www.hefa.co.in.
12. The responsibility of carrying out due diligence before issuing a request for release of funds lies with the university. It shall be the responsibility of the University to ensure that the process laid down in their Statutes and the guidelines issued by the Government are followed scrupulously.
13. Disbursement from the loan shall be made directly to CPWD/Vendor/Executing Agency, as per their demand notice. Loan amount shall be released in stages based on the progress of work. Following documents/papers should be submitted for each disbursement:
 - i) Request letter signed by the Director/Registrar.
 - ii) Demand Notice/Bill of the PMC/Contractor.
 - iii) Copy of the Internal Approvals permitting payment of the Bill.
 - iv) Progress Report submitted by PMC along with the expenditure statement.
 - v) Recent Photographs of the Project indicating the progress.
 - vi) In case of payment of bills under LC:
 - a) Request from the University signed by the Director/Registrar.
 - b) Copy of LC
 - c) Confirmation from the Bank that documents under the LC are in order and strictly in compliance of LC terms.
 - d) Demand from LC opening bank for payment specifying the amount and account number to which the remittance has to be made.
14. In cases, where advance payments have to be made to CPWD/Vendor/Executing Agency/Contractors as per the MOU signed by the institution with CPWD/Vendor/Executing Agency/Contractors, disbursements are permitted at the request of the institution, against submission of copy of MOU along with demand notice issued by the Executing Agency/Contractors.
15. Amount spent by the institution on the sanctioned project prior/after the approval by SFC / EPC / Cabinet may also be reimbursed to the institution on submission of evidencing documents and original bills certified by Chartered Accountants subject to these costs / expenses forming part of the project cost approved by MoE.
16. During review of the project (from time to time), if it is found that the project is not being implemented as per the laid down plans, the Board may take a decision to stop further funding. The University shall abide by the decision of the Board in this regard.
17. Insurance cover for Theft, Burglary and Fire to be obtained for all equipment, machinery etc, proposed to be purchased out of HEFA finance. The policy shall be assigned in favour of HEFA, wherever applicable.
18. Inspection by HEFA will be carried out as and when deemed necessary.

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REF: SAN/CUP/138/2021-22

DATE: 02-07-2021

19. The applicable stamp duty expenses in connection with execution of documents for the proposed loan shall be borne by the University.

REMARKS:

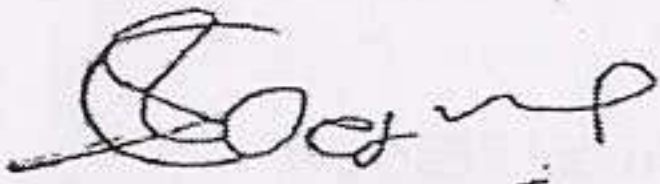
The disbursement under this sanction is subject to:

- Availability of funds.

Please return the duplicate copy of this sanction letter duly signed by the authorized signatories, for having accepted all the terms and conditions contained herein.

"As per the Orders of the Board of Directors dated 30.06.2021"

Yours faithfully,

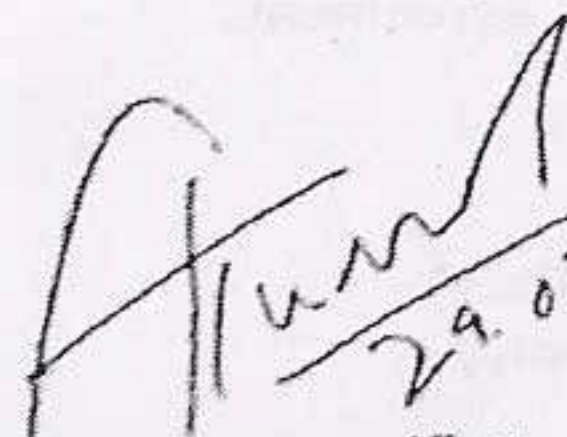


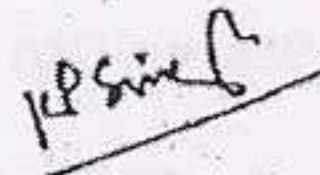
SUNIL DUTT VERMA
SENIOR EXECUTIVE VICE PRESIDENT



Copy to:

The Bureau Head - CENTRAL UNIVERSITIES
Department of Higher Education,
Ministry of Education, Govt. of India,
Shastri Bhawan,
New Delhi.


29.07.2021
वित्त अधिकारी / Finance Officer
पंजाब केन्द्रीय विश्वविद्यालय, बठिण्डा
Central University of Punjab, Bathinda



कमल पाल / Kamal Pal Singh
कुलसचिव, Registrar
पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab

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10.

Information / documents to be submitted by the Institutes before
execution of Loan Documents

1. The Authorized Signatories of the following parties shall be present with due authorization letters,

Institute: Person authorized by the BOG to execute the loan papers

Escrow Bank 1: Bank maintaining "Fees Receivables account" [Escrow Account 1]

Escrow Bank 2: Bank maintaining "Grants Receivables account" [Escrow Account 2]

Escrow Bank 3: Canara Bank having Principal and Interest Repayment account {Escrow account 3 & 4 respectively}

PRIOR TO SIGNING THE DOCUMENTS:

1. A copy of the HEFA sanction duly signed by authorised signatories for having accepted the sanction terms and conditions, to be submitted to HEFA.
2. An undertaking letter from the institute duly signed by authorised signatories, towards the specific terms and conditions mentioned in our sanction letter.
3. Confirmation that escrow accounts viz., Principal and Interest Repayment (Escrow Account 3 & 4 respectively) has been opened with Canara Bank. Details of Account No., IFSC Code, Address of the Bank/Branch, Name and Designation of the Authorised Signatories (Bank Officials) have to be sent by email, atleast 2 days before signing the loan documents to HEFA.
4. Details of Fees and Grants receivables account i.e. Details of Account No., IFSC Code, Address of the Bank/Branch, Name and Designation of the Authorised Signatories (Bank Officials) have to be sent by email, atleast 2 days before signing the loan documents to HEFA.
5. "For ..." Seal and "Name..." Seal of the Authorised Signatories of the Institutions and Escrow Banks to be brought for affixing on loan agreements.
6. Please ensure that applicable Stamp Duty is paid as under,
 - a. Deed of Hypothecation - Rs.10,00,000/- (Rupees Ten Lakhs Only).
 - b. Term Loan agreement - Rs.1,000/- (Rupees One Thousand Only).
 - c. Escrow Agreement - Rs.600/- (Rupees Six Hundred Only).
 - d. Commission payable to Stock Holding Corporation of India towards purchase of Stamp Papers - Rs.30/- (Rupees Thirty Only).

Total Amount : Rs.10,01,630/- (Rupees Ten Lakhs One Thousand Six Hundred and Thirty Only).

7. HEFA shall inform the date of execution of loan documents after receiving the above information from the institutes.

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F No 50 9/2020 CU/IV
Government of India
Ministry of Education
Department of Higher Education

Room No 216 D-1 Wing Shastr Bhawan
New Delhi 110001 Dated 06.01.2021

To.

The Registrar,
Central University of Punjab,
City Campus,
Mansa Road,
Bathinda - 151001

Subject Funding of Rs 108.06 crore to Central University of Punjab from Higher Education Financing Agency (HEFA) (under Window III) regarding

Sir

I am directed to refer to Central University of Punjab's letter No CU/PHIC/JA/2020/21/1137 to 1142 dated 18.09.2020 regarding granting of specific permission for loan of Rs 108.06 crore and to state that University vide this Ministry's letter No. 51 1/2018 DHE/1 dated 21.02.2019 was requested to approach HEFA for funding of the following projects

(a) To complete the following projects (81138 sqm) in Phase 1

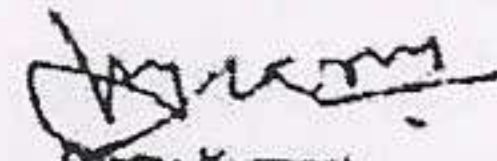
- | | | |
|---|---|-----------|
| (i) One Academic Block | = | 30413 sqm |
| (ii) 4 Nos. of Hostels + 1 Transit Hostel | = | 44188 sqm |
| (iii) Staff Quarters (90) | = | 10061 sqm |
| (iv) Guest House | = | 1805 sqm |
| (v) Amenities buildings | = | 4671 sqm |

(b) Following new projects (8000 sqm) and a normal playfield in Phase-1

- | | | |
|------------------------------|---|----------|
| (i) One Administrative Block | = | 5000 sqm |
| (ii) Library | = | 3000 sqm |

2 Central University of Punjab is again requested to approach HEFA immediately for funding of Rs 108.06 crore (Rs 72.06 crore for the on-going projects and Rs 36.00 crore for the new projects) under Window-III for the above mentioned projects as approved by the Cabinet

Yours faithfully



(Vijay Kumar)

Under Secretary to the Government of India

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00/213

Ph. 0164-2864118, 2864120

Email: fo@cup.edu.in, ao.cupb@gmail.com



पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab

गांव घुद्धा, जिला बठिण्डा (पंजाब) / Vill: Ghudda, Dist. Bathinda (Pb.)

क्रमांक/No. CUPB/CC/Accts/20-21/1137/1142

दिनांक/Date 18/Sep/20

To

The Joint Secretary (CU)
Ministry of Education
233 C, Shastri Bhawan,
New Delhi

Sub:- Approval for funding of Rs. 108.06 Crore Term Loan under HEFA to CU Punjab - reg.

Sir,

As per Ministry of Education letter F. No. 61-1/2018-Desk (U) dated 23th Jan 2019, Rs. 435.06 Cr has been approved as revised estimates under Non recurring head as per Cabinet approval (Annexure 1).

This amount of Rs.435.06 crores included Rs. 399.06 Crore for committed expenditure (ongoing projects) and Rs. 36 Crore for new projects, namely Administrative Block and Library Building. University has received an amount of Rs. 327 Cr under Grant in Aid for Creation of Capital Assets (35) till 31st March 2020.

Subsequently, University applied for a loan of Rs. 108.06 Crore to HEFA that includes Rs. 72.06 Crore for ongoing projects (Rs. 399.06 Cr minus Rs. 327 Cr) and Rs. 36 Crore for Administrative Block and Library Building.

The loan application of CUPB was analyzed by HEFA and vide email dated 07.09.2020 (Annexure 2), the following has been communicated by HEFA Authorities:

"MHRD letter F.No61-1/2018- Desk (U) dated 23.01.2019 is a general communication addressed to UGC. We need specific permission from MHRD to the institute approving the project cost and recommending the loan amount, window under which the loan falls and committing

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... 2



पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab

गांव घुद्धा, जिला बठिण्डा (पंजाब) / Vill: Ghudda, Dist. Bathinda (Pb.)

Ph. 0164-2864118, 2864120

Email: fo@cup.edu.in, ao.cupb@gmail.com

00 212

क्रमांक / No. CUPB/CC/Accts/20-21/ 1137 to 1142

दिनांक / Date 18/sep/20

- 2 -

repayment of principal and interest. We therefore, request you to approach MHRD and obtain their specific approval."

Breakup of requirement of Rs. 108.06 Crore (72.06 Crore for ongoing building projects & Rs. 36 Crore for new projects) is at Annexure 3.

In view of the above, Ministry of Education is requested to grant specific permission to CU Punjab for loan of Rs. 108.06 Crore approving the cost of above mentioned projects and recommending the loan amount for the above given projects from HEFA, with specifying window under which the loan falls and committing repayment of principal and interest.

We shall be highly thankful for the approval.

With regards

Yours faithfully

Encl: 3 Annexures (in 6 no. of pages)

C. Mittal

वित्त अधिकारी / Finance Officer
पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab, I

Copy to:-

1. Vice Chancellor, Central University of Punjab
2. Registrar, Central University of Punjab
3. Sh. Ravi Shankar, Under Secretary, CU (Finance), Ministry of Education, New Delhi.
4. Assistant Registrar (F), Central University of Punjab
5. Guard File

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F.No. 61-1/2018-Desk(U)
Government of India
Ministry of Human Resource Development
Department of Higher Education

New Delhi, the 23rd January, 2019

To

The Chairman,
University Grants Commission,
Bahadurshah Zafar Marg, New Delhi-110002.

Subject: Revised Cost of Estimates (RCE) for 13 new Central Universities in the States of Bihar, Gujarat, Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Karnataka, Kerala, Orissa, Punjab, Rajasthan and Tamil Nadu, set up under Central Universities Act, 2009.

Sir,

The Cabinet in its meeting held on 16.1.2019 considered the note dated 4.1.2019 of D/o Higher Education, M/o Human Resource Development, on the above subject, and approved the following proposals:

- (i) To incur an expenditure of Rs. 3639.32 crore (Non-recurring Rs. 1782.21 crore and Recurring Rs. 1857.11 crore) for the 13 new CUs established under CU Act, 2009, for creation of necessary infrastructure,
- (ii) To grant ex post facto approval for Rs. 1474.65 crores being the amount spent over and above the Cabinet approved cost of Rs. 3000 crores for CUs.

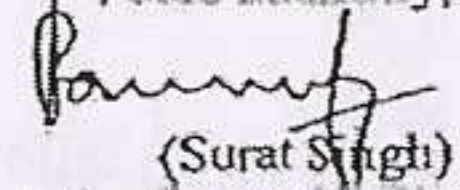
2. The proposals of the Central Universities of Gujarat and Himachal Pradesh for infrastructure development be referred to SFC/EFC for appraisal as and when these Universities get the land.

3. The detailed University-wise break-up of approved amount of Rs. 3639.32 crore as mentioned at (i) above is contained in the attached Statement. The details of the new projects for each University are given in the minutes of RCC meeting held on 5th-6th June, 2018 which have been appraised by EFC and approved by the Cabinet. A copy of the minutes of RCC meeting held on 5th-6th June, 2018 is enclosed.

4. Accordingly, the Universities may submit their HEFA proposals based on the projects and amount approved by the Cabinet. Once the CUs come out of the project mode, they may seek funds for new infrastructure under HEFA and the CUs of Haryana, Karnataka, Rajasthan and Tamil Nadu have been declared to be out of project mode. The CUs already out of the project mode may apply for loan under HEFA for new infrastructure.

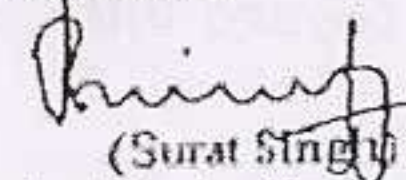
5. This is for information and appropriate action.

Yours faithfully,


(Surat Singh)

Deputy Secretary to the Govt. of India

Copy, with a copy of the enclosures, to the Vice Chancellors of Central Universities of South Bihar, Gujarat, Haryana, Himachal Pradesh, Jammu, Jharkhand, Karnataka, Kashmir, Kerala, Orissa, Punjab, Rajasthan and Tamil Nadu. They may submit their proposals for HEFA for the exact amount and projects approved by the Cabinet latest by 5th February, 2019.


(Surat Singh)

Deputy Secretary to the Govt. of India

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193 8/

STATEMENT

Government of India
Ministry of Human Resource Development
Department of Higher Education

Break up of Recurring & Non Recurring Expenditure (spent and to be spent year wise) as per the Cabinet approval.

Sl. No.	Name of CU	Revised Estimates (in Crore INR)										Grand Total	
		Non-recurring including Equipment & Furniture					Recurring Cost						
		Upto 2017-18 ed Exp.	Committ 19	New projects 2018-19	2019-20	2020-21	Total	Upto 2017-18	2018-19	2019-20	2020-21		Total
1	CU South Bihar	186.42	93.96	24.55	53.33	11.00	369.26	123.34	32.38	48.56	53.45	257.75	627.01
2	CU Jammu	311.33	0.00	73.70	78.30	21.00	484.33	100.84	36.63	67.04	63.74	268.25	752.58
3	CU Jharkhand	134.55	256.72	0.00	0.00	0.00	391.27	156.26	41.70	52.54	66.81	323.31	714.58
4	CU Kashmir	23.32	89.17	42.50	175.51	74.50	405.00	103.56	37.94	56.91	62.62	261.03	666.03
5	CU Orissa	88.76	7.89	42.88	118.80	36.32	289.65	73.11	28.54	42.82	17.12	161.59	451.24
6	CU Kerala	261.95	66.35	20.80	70.20	26.00	445.30	136.75	32.16	40.24	53.07	262.22	707.52
7	CU Punjab	105.52	293.54	44.40	21.60	0.00	435.06	142.12	36.36	72.54	79.80	342.82	777.88
8	CU Haryana	314.42	36.67	0.00	0.00	0.00	351.09	84.68	33.18	49.79	54.77	222.43	573.52
9	CU Rajasthan	484.55	26.51	0.00	0.00	0.00	491.06	150.19	43.20	64.79	71.27	329.45	820.51
10	CU Karnataka	333.09	44.44	0.00	0.00	0.00	377.53	108.53	35.74	53.62	58.88	266.87	644.40
11	CU Tamil Nadu	412.08	16.58	0.00	0.00	0.00	428.66	100.69	45.57	68.35	75.18	289.79	718.45
12	CU Gujarat	77.38	0.00	0.00	0.00	0.00	77.38	126.56	45.24	67.85	74.63	314.28	391.66
13	CU Himachal Pradesh	8.87	0.00	0.00	0.00	0.00	8.87	89.92	46.00	68.99	75.89	280.78	289.65
	Total	2722.21	606.81	168.83	517.74	168.82	4504.46	1408.57	608.05	762.96	839.33	3609.49	8113.97

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Finance Office <fo@cup.edu.in>

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Fwd: Your term loan for Rs.108.670 crores.

Mon, Sep 7, 2020 at 2:56 PM

PA to Registrar <registrar@cup.edu.in>
To: ar.finance@cup.edu.in
Cc: kpsingh@cup.edu.in, fo@cup.edu.in

----- Forwarded message -----

From: Prashanth <Prashanth@hefa.co.in>
Date: Mon, 7 Sep 2020, 1:39 p.m.
Subject: Your term loan for Rs.108.670 crores.
To: <registrar@cup.edu.in>
Cc: MD CEO HEFA <mdceo@hefa.co.in>, <anand@hefa.co.in>

Dear sir,

We note that MHRD letter F.No61-1/2018- Desk (U) dated 23.01.2019 is a general communication addressed to UGC.

We need specific permission from MHRD to the institute approving the project cost and recommending the loan amount, window under which the loan falls and committing repayment of principal and interest. We therefore, request you to approach MHRD and obtain their specific approval.

The technical appraisal of the project has already been completed and report is received..

Further, please submit the following.

1. Last 3 years audited financial statements.
2. Projected income & expenditure and cash flows covering the repayment period after providing for 10% principal repayment towards the proposed loan. [if it is under window III]
3. Current status of the ongoing projects and CA certificate for the investment made so far in the project.
4. Break up cost of new projects i.e. Academic block and Library amounting to Rs.36 crores.
5. Please clarify whether the new Academic Block proposed is in addition to the ongoing academic block project.
6. Please provide us a list of ongoing project for which Rs.72.06 crores is sought.

The proposal will have our attention upon receiving MHRD permission and the above details.

With regards

Prashanth Kumar K N

Senior Credit Consultant

364

-241-

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Ph. 0164-2864118, 286400 206

Email: fo@cup.edu.in, ao.cupb@gmail.com



ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ
Central University of Punjab

ਗਾਂਥ ਧੁਦਾ, ਜਿਲਾ ਬਠਿੰਡਾ (ਪੰਜਾਬ) / Vill: Ghudda, Dist. Bathinda (Pb.)

ਦਿਨਾਂਕ / Date

ਕ੍ਰਮਾਂਕ / No. CUPB/CC/Accts/20-21/

Annexure 3

Breakup of requirement of Rs. 108.06 Crore (72.06 Crore for ongoing building projects & Rs. 36 Crore for new projects)

Sr. No.	Description	Cost of completion/estimated cost of work (Rs. In crore)	Alreadypaid amount (Rs. In crore)	Balance amount to be paid (Rs. In crore)	Remarks
A1	Ongoing works				
1	Construction of phase 1A works, 1B works, Water Reservoir & HVAC works	257	220	37	Status of ongoing projects is given below
2	Laboratory furniture	12.17	8	4.17	
	Total (A1)	269.17	228	41.17	
A2	Additional works required to make the buildings operational				
1	Hostel furniture	1.89	0	1.89	The hostel furniture is required making the hostel buildings operational which have been completed/under construction under Phase 1A & 1B works.
2	Wardrobe & modular kitchen in staff residences	1.8	0	1.8	The work for providing wardrobe and modular kitchens in Staff residence is balance in the buildings already completed which is required for the residents.

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18.9.20
ਵਿੱਤ ਅਧਿਕਾਰੀ / Finance Officer
ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ

R2

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ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ
Central University of Punjab

ਗਾਂਥ ਧੁਦਾ, ਜਿਲਾ ਬਠਿੰਡਾ (ਪੰਜਾਬ) / Vill: Ghudda, Dist. Bathinda (Pb.)

ਕਰਮਾਕ / No. CUPB/CC/Accts/20-21/

ਦਿਨਾਕ / Date

3	Furnishing of Guest house, Transit hostel & Academic block	1.2	0	1.2	The furnishing of Guest house, Transit hostel and Academic Block is required for making these operational, the furnishing such as Guest house Furniture, Transit Hostel furniture, other finishing items including electronic items etc.
4	Office Furniture	1.7	0	1.7	The essential office furniture for sitting of staff, faculty members, students in the labs, classrooms and dining hall, hostel common & Guest rooms etc.
5	Furnishing of 01 no. Smart Classroom (250 seater) & 02 no. Seminar Halls (125 seater each)	2.1	0	2.1	The furnishing (interiors/Audio Visual works/sitting arrangements/flooring etc.) of 01 no. Smart Classroom (250 seater) & 02 no. Seminar Halls (125 seater each) is balance for making these smart classrooms operational, however the civil structure of these Smart Classroom & Seminal Halls in Academic Block stand already completed under Phase IA works.
6	Providing of LAN/IPBAX/SERVER/CCTV etc. in Academic Block	1.9	0	1.9	Providing of LAN/IPBAX/SERVER/CCTV etc. in Academic Block is balance is essentially required for making the Academic Block fully operational.

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18.9.20
ਵਿੱਤ ਅਧਿਕਾਰੀ / Finance Officer
ਪੰਜਾਬ ਕੇਂਦਰੀਯ ਵਿਸ਼ਵਵਿਦਯਾਲਯ



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पंजाब केन्द्रीय विश्वविद्यालय
Central University of Punjab

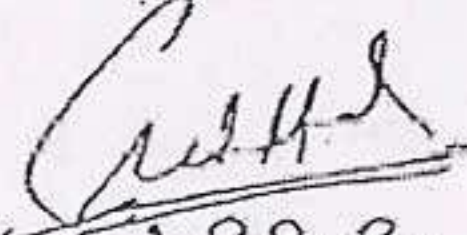
गांव घुद्धा, जिला बठिण्डा (पंजाब) / Vill: Ghudda, Dist. Bathinda (Pb.)

क्रमांक / No. CUPB/CC/Accts/20-21/

दिनांक / Date

7	Balance works for the Campus Development and external services	2.3	0	2.3	Some of the works relating to external developments are still required to be executed to meet with the requirements of the University.
8	Providing DGSETS and electrical pannels & cabling for electricity back up	1	0	1	Providing DGSETS and electrical pannels & cabling is required to meet with the emergency & continuous electricity supply requirements of the University.
	Total (A2)	13.89	0	13.89	
A	Total Funds Required (A1+A2)	283.06	228	55.06	
B	Due to urgent requirement payment made from internal resources & it may be reimbursed to University.			17.00	
C	Total amt. required for ongoing projects (A+B)			72.06	
	New projects				
D1	Administrative Block			21.60	
D2	Library			14.40	
D	Total amt. required for new projects (D1+D2)			36.00	
E	Total (C+D)			108.06	Cr

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18.9.20

वित्त अधिकारी / Finance Officer
पंजाब केन्द्रीय विश्वविद्यालय, बठिण्डा
Central University of Punjab, Bathinda



Dated : 29/09/2021

LEGAL OPINION NOT TO BE PRODUCED BEFORE ANY COURT OF LAW

To

The Registrar,
Central University of Punjab
Bathinda

Subject: Opinion regarding the payment of Rs. 92,28,576/- on account of Arbitration Award and balance payment to CPWD, Ludhiana for construction of main entry road of Central University of Punjab, Ghudda entrusted to CPWD for execution as a deposit work.

In Ref:- CUPB/Estt./2021/LO/840 dated 16.09.2021

Sir,

That the undersigned has been requested by your esteemed office to give the legal opinion in respect of payment of Rs. 92,28,576/- on account of Arbitration Award and balance payment to CPWD, Ludhiana for construction of main entry road of Central University of Punjab, Ghudda entrusted to CPWD for execution as a deposit work.

The undersigned has been apprised by your good office regarding the facts of the aforesaid case that "the Central University of Punjab, Ghudda entrusted CPWD for the execution of the constructions of the main entry road of the Central University of Punjab.

The tenders for execution of the said work were invited by CPWD vide tender NIT No.01/EE/LCD/CE (NZ-V) 2014-2015 with an estimate cost of Rs. 04,16,78,055/- with the opening date as 10.06.2014. It has also been brought into the notice of the undersigned that an amount of Rs. 03,72,00,000/- was deposited with the CPWD by the Central University in installments, in the year 2013 & thereafter. The work was awarded by CPWD on 15.08.2014 and the work stands completed on 20.04.2016. Thereafter, CPWD vide letters have been claiming additional amount of Rs. 60,00,000/- for releasing the payment of contractor.

That the Central University not clarified with the CPWD regarding the amount of Rs.60,00,000/- and CPWD thereafter informed that Rs. 52,41,472/- (including the cost of Arbitration fees of Rs. 02,00,000/- paid to Arbitrator Sh. Sita Ram Panday) is to be paid.



Dated :

That the contractor i.e. M/s Chiranji Lal Gupta & sons had invoked the arbitrations proceedings against CPWD for clearing their dues and the other contractor M/s Pooja Flertricals was also threatening the CPWD to invoke the Arbitration Clause in case of further delay.

That the Arbitrator in the Arbitration proceedings, initiated by M/s Chiranji Lal Gupta, awarded the total amount of Rs. 72,98,537/- Including the interest and Arbitration cost etc. Thereafter the said award was revised and the total cost of the revised award, arrived upon Rs. 70,54,576/- including the interest and arbitration expenses etc.

That in the mean time, the CPWD had released the amount of Rs. 19,53,465/- to M/s Pooja Electrical and amount of Rs.05,23,318/- to M/s Chiranji Lal & Sons on 17.11.2020 from the CPWD Misc. Public Works Advance . As on date an amount of Rs. 21,74,000/- is to be paid to CPWD after adjusting the balance funds available with the CPWD in CUPB Account, over and above the Arbitration Award i.e. 70,54,576/-.

That by considering the facts mentioned in preceding para, a total amount of Rs. 92,28,576/- (Rs. 70,54,576/- + 21,74,000/-) is payable to CPWD. The said award of Rs. 70,54,576/- is an interest bearing award with future interest of 12%, if not paid within 3 months from the date of award i.e. 30.06.2021.

It has also been brought into the knowledge of the undersigned that since the CPWD was the authority to allot the tender to the contractors, hence the Arbitration Proceedings were amongst them and the Central University of Punjab was not the party to the said proceedings and the outcome of the Arbitration Proceedings i.e. the award passed in favour of the contractor, has been accepted by the Higher Authorities of the CPWD and they have further arrived upon the conclusion that they will not further challenge the award passed by the Arbitrator and will comply with the same. In respect thereto, the CPWD is now claiming the amount of Rs.92,28,576/- including Rs. 70,54,576/- awarded by the Arbitrator and Rs. 21,74,000/- paid to the contractors by the CPWD on behalf of Central University."

The undersigned has been requested by your esteemed office that as to the aforesaid facts, whether the payment of Rs. 92,28,576/- be paid to the CPWD or not ?

The undersigned after going through the above stated facts, requisite documents provided to the undersigned and after apprising the undersigned with the fact that Central University was not the party in the Arbitration Proceedings throughout and the CPWD was the main contesting party and the CPWD has further accepted the award passed by the Arbitrator and the



Dated :

same has been accepted by the Higher Authority of CPWD also and are of the opinion, not to challenge the same further. Hence, the undersigned is of the opinion that in view of the circumstances narrated above, if the Central University of Punjab is not disputing the above stated calculation made by the CPWD and is not challenging the aforesaid amount, as claimed by the CPWD, In that case the Central University may release the amount claimed, to avoid any future litigation/interest over the amount, but in case, the Central University of Punjab is not satisfied with the amount as claimed by the CPWD or if there is any sought of dissent to the demand raised by CPWD or the Central University of Punjab is in of the view to challenge the same before the Competent Authority, then the Central University may also proceed further to avail their legal remedies against CPWD in accordance with the law.

It is for your kind information and further necessary action.

Note:- This opinion has been prepared after consultation with Sh Satya Pal Jain, Addl SGI at Punjab & Haryana High Court at Chandigarh.

Regards,

(SUNIL KUMAR SHARMA)
Sr. Central Govt Counsel