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Draft Minutes of the 16th Meeting of Building Committee
of
Central University of Jharkhand

held on October 21, 2014 at 11.00am
at its Brambe Campus, Ranchi.

[Signature]
D. N. S. D.
10/21/2014

The Chairman, Prof. A.N. Misra, Vice Chancellor, chaired the meeting.

The followings members were present (Annexure-I):

Sl. No.	Name	Designation	Status
1	Prof. A.N. Misra	Vice Chancellor	Chairman
2	Dr. J.N. Nayak	Finance Officer	Member
3	Prof. T. Ghoshal	Member, Planning and Dev. Board	Member
4	Prof. Arunabha Datta	Professor, Centre for Applied Chemistry	Member
5	Prof. S.K. Samdarshi	Professor, Centre for Energy Engineering	Member
6	Prof. A.C. Pandey	Professor, Centre for Land Resource Mgmt.	Member
7	Dr. Ajai Singh	Asso. Professor, Centre for Water Engg. & Mgmt.	Member
8	Prof. S. Medhekar	Registrar (I/c)	Member Secretary

Invitees

Sl. No.	Name	Designation	Status
1	Dr. Sudeep Ghosh	Ex-Consultant, Mgmt. Dev., CUJ, Ranchi	Invitee
2	Sh. V.K. Pandey	Group General Manager, Engineering Projects (India) Ltd., CUJ Div., Kanke Road, Ranchi.	Invitee
3	Sh. S. Pandey	General Manager (Engg. & Estate), Mecon Ltd., Ranchi	Invitee
4	Er. Mukesh Kumar	Asst. Engineer (C/E)	Invitee

Regrets

Sl. No.	Name	Designation	Status
1	Dr. Gopal Pathak	Professor & Head, Dept. of Civil and Env. Engg., Birla Institute of Technology, Mesra, Ranchi	Invitee

Absence

Sl. No.	Name	Designation	Status
1	Er. N.P. Garg	OSD-Project	Member

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The Vice Chancellor warmly welcomed all the members of the Building Committee and expressed his pleasure and sincere thanks for their presence and called the meeting to order.

The following Agenda matters were discussed during the meeting and the deliberations of the meeting took place as follows:

Agenda Item No. 1: Confirmation of draft Minutes of the emergent meeting of Building Committee held on 01.09.2014.

Draft Minutes of the emergent meeting of Building Committee held on 01.09.2014 was placed before the Committee for confirmation.

Resolution:

The Committee confirmed the emergent meeting of Building Committee held on 01.09.2014 with the following advice & changes:

1. The status of the contracts, as apprised by Er. N.P. Garg, OSD-Project at page 2 and 3 of the draft Minutes of the Meeting be signed by Er. N.P. Garg, OSD-Project for authentication.
2. Point no. 5 of the draft Minutes of the Meeting be read with modification in first two lines as follows:

"5. In view of point no. 3 and 4 stated above, the Committee proposed involvement of EPIL for handing over process, measurement, deficit liability, etc. for construction work of permanent campus of the University till final handing over to CUJ. EPIL informed the Committee that they will require all relevant documents viz. NIT, architectural & structural drawings, work Order, etc. for the purpose. EPIL will submit their detailed terms and conditions within a couple of days for review and vetting of all the pending bills so measured for the completion of the work as per the contracts/agreements upto 22.02.2014.

EPIL will also submit their proposal on their involvement for the remaining construction work at permanent campus of the University for handing over

process / measurement / deficit liability etc. till final handing over to CUJ in line with the agreement of CUJ with EPIL. Therefore, the Finance Officer was directed by the Committee to forward all the pending bills to EPIL for vetting before any further payment is made."

Agenda Item No. 2: Consideration of proposal received from Engineering Projects (India) Ltd.

Engineering Projects (India) Ltd. submitted a proposal for measurement & quality checking of the works above plinth level and quality checking/testing through non-destructive / other means as per provision of the BIS Codes for the works executed at Cheri Manatu campus vide letter no. NRO/SITE-RCH/CUJ/692/002 dated 12th September, 2014 (Annexure-II).

The proposal was placed before the Committee for consideration and approval

Resolution:

The Committee members discussed in detail on the terms and conditions offered by Engineering Projects (India) Ltd. After thorough discussion, the Committee advised the representative of Engineering Projects (India) Ltd. to submit a revised proposal on the terms and conditions for measurement and quality checking of the works undertaken by Central University of Jharkhand at Cheri - Manatu Campus as deliberated during the meeting (Annexure-III).

Agenda Item No. 3: Any other matter:

1. The Building Committee requested Engineering Projects (India) Ltd. to conduct random quality check of the construction below plinth level.
2. The Building Committee advised that UGC may be requested to release fund for 50% payment of the total construction work to the contractors till final measurement and settlement of the bills.

The meeting ended with vote of thanks to the Chair.

Member Secretary

Chairman

ANNEXURE II (12)

NRO/SITE-RCH/CUJ/692/002
Date: 12, September, 2014

Hon'ble Vice Chancellor
Central University of Jharkhand
Brambe Ranchi
Jharkhand

Sub: Regarding measurement of works part executed by CUJ at Cherri Manatu Campus

Dear Sir,

This has reference to your letter No. CUJ/VC(Actg.)/EPII/2014/59/C dtd. 25.08.2014. It is stated that we agree to carry out the measurement part executed by CUJ at Cherri-Manatu along with the quality checking on the terms & conditions enclosed vide annexure. Kindly note that this is additional work beyond the scope specified in MOU.

We hope that for balance remaining works of these structures to make these usable and other works of CUJ of original scope of work, the modalities will be decided soon according to terms of MOU for restart.

Thanking you and assuring you our best services all the time.

Encl : as above

Yours faithfully
for Engineering Projects (India) Ltd.



(V.K. Pandey)
Group General Manager

Annexure

TERMS & CONDITIONS

SCOPE OF WORK

- i) Measurement/Quality checking shall be of the works above plinth level.
- ii) Quality checking/testing through non destructive/other means as per provision of the BIS Codes for works executed.

OTHER TERMS & CONDITIONS

1. Carrying out re-measurements and quality checking of the structures executed by CUJ above plinth level. Our fees for the same shall be as follows:
 - a) 0.5% of the value of bill certified by us.
 - b) 10% of the cost of quality checking done through EPI by NABL accredited lab against the quality parameters decided jointly by EPI & CUJ.
2. Funds for making payment to NABL accredited Labs Testing Agencies etc. for Quality tests shall be provided by CUJ to EPI in advance immediately on demand from EPI.
3. EPI shall be provided with copies of work orders of all contractors, all drawing, quality plan, copies of all tests carried out during execution and certified copies of last bills of all the contractors. The details of payments released to the contractors, may also be furnished.
4. Completion time: 02 months from the date of clear LOI/Work Order with the names of structures required to be re-measured with priority (if any).
5. Payment Terms: 100% payment should be released within 07 days of submission of bills along with report in phased manner for each structure completed.
6. We shall remain answerable to CUJ only for any query or reply in regard to measurement or quality checking. We will not be answerable to any other agency or party.
7. The quality checks/tests have to be carried out on constructed works. Codal provisions / best practices shall be followed for carrying out non-destructive/other tests as per BIS. The test results of such testing on completed works are generally indicative in nature and EPI will make best efforts to ascertain the quality of works executed.

8. While carrying out the work of re-measurement and quality checking of the structures executed by CUJ, CUJ shall indemnify EPI for any loss/liabilities arising to any acts of omission or commission on part of contractors who executed the works of CUJ.
9. CUJ shall provide security to our team carrying out re-measurement work or quality checking, if required.
10. If any dispute is raised by the Contractor with respect to the measurement/quality check done by EPI, and contractor resorts to Arbitration/Legal process, CUJ shall be directly responsible and deal with the said Arbitration proceedings with the contractors. EPI shall not have any responsibility whatsoever and also shall not be the party to the Arbitration/Legal proceedings. The cost of said arbitration/legal proceedings, expenses etc. related thereto and claims so awarded shall be borne: bv.CUJ-J.

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Annexure

TERMS & CONDITIONS

SCOPE OF WORK

- i) Measurement and Quality checking shall be of the works above plinth level.
- ii) Quality checking/testing through non destructive/other means as per provision of the BIS Codes for works executed.

OTHER TERMS & CONDITIONS FOR MEASUREMENT AND QUALITY CHECK OF THE WORKS UNDERTAKEN BY CENTRAL UNIVERSITY OF JHARKHAND AT CHERI-MANATU CAMPUS

1. Carrying out re-measurements and quality checking of the structures executed by CUJ above plinth level. Our fees for the same shall be as follows:
 - a) 0.4% of the value of bill certified by us.
 - b) 10% of the cost of quality checking done by EPI through NABL accredited lab against the relevant standard BIS quality parameters.
2. Funds for making payment to NABL accredited Labs Testing Agencies etc. for Quality tests shall be provided by CUJ to EPI as per the terms and conditions of the agreement of EPI with the NABL accredited Agency selected as per GoI Rules.
3. EPI shall be provided with copies of work orders of all contractors engaged by CUJ, all drawing, quality plan (if available), copies of all tests carried out during execution and certified copies of all the bills of all the contractors. The details of payments released to the engaged contractors, may also be furnished.
4. Completion time: 02 months from the date of clear LOI/Work Order with the names of structures required to be re-measured.
5. Payment Terms: 90% payment be released within 03 weeks of submission of bills along with report in phased manner for each structure completed and balance 10% after acceptance of the bills by the Finance Committee.
6. We shall remain answerable to CUJ only for any query or reply in regard to measurement or quality checking.
7. Omitted.
8. Omitted.

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9. CUJ shall provide security to our team carrying out re-measurement work or quantity checking, if required.
10. If any dispute is raised by the Contractor with respect to the measurement/quality check done by EPI, and contractor resorts to Arbitration/Legal process, CUJ shall be directly responsible and deal with the said Arbitration proceedings with the contractors. However EPI shall extend all cooperation to any Arbitration/Legal proceedings. The cost of said arbitration/legal proceedings, expenses etc. related thereto and claims so awarded shall be borne by CUJ.

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