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A G E N D A
FOR
I I N D M E E T I N G O F B O A R D O F G O V E R N O R S
O F
B E A N T C O L L E G E O F E N G I N E E R I N G A N D T E C H N O L O G Y
G U R D A S P U R

2
Minutes

Date: 2.5.1994.
Time: 11.00 A.M.
Venue: Committee Room
6th Floor,
Punjab Civil
Secretariat
Chandigarh.

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ANNEXURES

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Copy of minutes of the 1st meeting of the Board of Governors of Beant College of Engg. & Technology, Gurdaspur.

Punjab Government letter No. 24/45/92-2TEII/ 1877 dt. 8.4.94.

Draft agreement.

Agreement signed by the S.L.I.E.T. with NBCC.

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ITEM NO:1 Confirmation of minutes of the 1st meeting of the Board of Governors of Deant College of Engineering and Technology, Gundlupur.

The First meeting of the Board of Governors was held on 7.3.1994, the minutes of which were circulated vide Memo No.32/TE/P/1014-19/DSD, dated 24.3.1994. However no comments have been received from any member. A copy of the minutes is placed at Annexure A'. The minutes therefore be treated as confirmed.

Confirmed / Approved

ITEM NO.2: To report the action taken on the minutes of the 1st meeting of the Board of Governors.

Action on the minutes of the 1st meeting of Board of Governors was taken as under:

<u>ITEM NO.</u>	<u>DECISION</u>	<u>ACTION TAKEN</u>
		For information only.

Before taking up the formal agenda for discussion it was resolved that provision be made authorising the Secretary Finance to send his representative not below the level of Joint Secretary for attending the meetings of the Board of Governors.

Accordingly it was decided to make the following amendment in the constitution of the Board of Governors, so far as it related to the membership of Secretaries to Government:

"Secretary to Govt. of Pb. or his representative not below the rank of Joint Secretary".

The Chairman welcomed the members to the 1st meeting of the Board of Governors, Therefore after the agenda was taken up for discussion and the following decision were taken:

ITEM NO:1:
Project report of CEF, Gurdasur.

The report of the College formulated by the Edcil was approved for adoption. It was, however, observed that whereas reasonable data had been provided in the Project Report necessary for identifying courses, it lacked detailed justification and basis for establishing the need of the proposed courses viz-a-viz the future man-power requirements and employment potential of the product in the State and outside. It was decided that Edcil may be approached to provide this justification at the time of submission of Part II of the report which was under preparation.

Edcil has been requested vide letter No.2TE/P/1211 dated 30.5.1994 to do the needful.

ITEM NO.

DECISION

ACTION TAKEN

ITEM NO.2: The item was noted.
Registration of CET, Gurdaspur as Society under the Societies Registration Act, 1860.

No action.

ITEM NO.3: The item was noted.
Status of Land and Master Plan for the CET, Gurdaspur.

No action.

ITEM NO.4: The Board considered the Bye-Laws adopted & being followed by CET, Bathinda, and decided to adopt these for Engg. College Society, Gurdaspur. Necessary changes of nomenclature & addresses in these Bye-Laws, where ever required, shall be made by the Principal.

For information only.

ITEM NO.5: The constitution of Committees as proposed was approved with the following amendments:-
Constitution of Committee.

Necessary amendment in the constitution of Committee has been made.

- 1) Finance Committee:
Provision for member at Sr.No.2 will read as under:-
 - 2) Secretary to Govt. Punjab, Deptt. of Finance or his representative not below the rank of Joint Secretary.
- ii) Staff Selection Committee:
 - a) For the post of Principal:
Provision for members at Sr.No. 2 & 3 will be deleted.
 - b) For Prof./Asstt. Prof. level teaching posts:
 - 1) In the case of member at S.No.1 the following provision will be deleted:-
"not below the rank of Finance Commissioner".
 - ii) Provision of member at Sr.No.2 will be deleted.
 - iii) This Committee will also make selection for the post of Registrar.
- iii) For Lecturer level teaching posts:
The member at Sr.No.2 will be substituted as under:
"Representative of the Deptt. to be nominated by STE/IT."

Amended by the S.N.D.U. Amritsar

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ITEM NO.

DECISION

ACTION TAKEN

iv) For the post of Registrar:

It was felt that there was no need to constitute a separate Committee. The Committee constituted at 'B' above will make selection for the post of Registrar also.

v) For other posts not covered above:

After Sr.No.2, Sr.No.3 shall be added as under:

"A representative of the Deptt. of Technical Education & Industrial Training."

Consequently Sr.No 3 & 4 will be numbered as 4 & 5 respectively.

ITEM NO.6:
To consider the question of creation of:

The Board approved the creation of posts and providing facilities as detailed in the agenda item.

Post of Principal/OSD has been advertised for which 24 applications have been received which are being processed. Action to fill up the other posts will be taken as soon as the Principal/OSD joins.

- a) Post of Principal/OSD & Core supporting staff and;
- b) Providing facilities including office equipment, staff car. to facilitate the working of the College.

ITEM NO.7:

Prescription of qualification for the post of Principal/OSD and posts proposed to be created under., Item No.6.

Qualifications for the post of Principal/OSD and other posts as detailed in the agenda item were approved.

For information only. The posts will be filled up as per the qualifications approved by the Board of Governors.

ITEM NO.8:

Allotment of civil works of CET, Gurdaspur.

The matter was discussed in detail. The NBCC & the EPIL who had been invited to present their proposals before the BOGs, explained in detail the infrastructure available at their disposal and their capability to accomplish the task of the completion of the project on time bound schedule with good quality work & at competitive rates. While the meeting was in progress, another proposal was received from the Chief Engineer, PSIEC, Chandigarh, a copy of which is Annexed. After thorough discussion, it was resolved that decision in the matter be taken at Govt. level and the Board informed accordingly.

The matter has been placed before the Board under item 2.3.

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EM NO.3: Allotment of Civil Works of Beant College of Engineering and Technology, Gurdaspur.

The Board in its 1st meeting held on 7.3.1994 under item 8 had decided as under:

"The matter was discussed in detail. The NBCC and the EPIL, who had been invited to present their proposals before the BOGs, explained in detail the infrastructure available at their disposal and their capability to accomplish the task of the completion of the project on time bound schedule with good quality work and at competitive rates. While the meeting was in progress, another proposal was received from the Chief Engineer, PSIEC, Chandigarh, a copy of which is Annexed. After thorough discussion, it was resolved that decision in the matter be taken at Govt. level and the Board informed accordingly."

Accordingly, the matter was taken up with the State Govt. Govt. vide Memo No.24/45/92-2TEII/1877 dt.8.4.94, copy placed as Annexure 'B' has advised that the work may be allotted to NBCC, New Delhi on Turn-key basis on contractual terms that should atleast be compareable to or better than the contract terms between Sant Longowal Institute of Engineering and Technology(a Central Government undertaking) and NBCC(also a Central Government undertaking).

This is for the information of the Board.

The matter has been discussed with the authorities of NBCC and the draft agreement as mutually agreed is placed as Annexure -'C'. The terms and conditions which have been varied from the agreement of the SLIET are as under:

CLAUSE NO. AS PROVIDED IN THE AGREEMENT OF S.L.I.E.T.

AS PROVIDED IN THE AGREEMENT PROPOSED FOR BEANT CET, GURDASPUR.

1.1

On finalisation of design, drawing & specifications, a detailed estimate of each building/services of respective phases shall be prepared by NBCC based on the prevalent cost of materials, labour wages and construction equipment. These estimates shall be taken as indicative cost at material time. These estimates shall be subject to revision depending upon the escalation in the inputs & other factors such as variations etc. during the relevant period.

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NO.

AS PROVIDED IN THE AGREEMENT OF S.L.I.E.T

AS PROVIDED IN THE AGREEMENT PROPOSED FOR BEANT CET, GUR-DASPUR.

NBCC shall also be paid monthly for the field overheads and for zonal office expenses during execution of work and maintenance on a mutually determined basis and the staff at field and zonal office level will be deployed in consultation with the Employer as per the requirement.

NBCC shall also be paid monthly for the field overheads & for zonal office expenses during execution of work & maintenance on a mutually determined basis not exceeding 4% and the staff at field and zonal office level will be deployed in consultation with the Employer as per the requirements.

XXXXXX

XXXXXXXX

Mobilisation Advance

The Employer shall pay an interest free mobilisation advance @ 5% of the estimated cost of Phase-I which comes to Rs.80 lacs. Immediately on signing of this agreement, NBCC shall be paid Rs.50.00 lacs against Bank guarantee and the balance shall be released as soon as the required funds are released by the Competent Authority and submission of expenditure statement by NBCC utilising the first instalment. However, in case of requirement of heavy construction equipment, appropriate additional mobilisation advance shall also be considered. The above mobilisation advance shall be recovered in instalments commencing from 3rd interim payment @ 12% of the gross value of work done as reflected in the interim bill subject to the condition that the entire mobilisation advance of the respective phases gets recovered when 80% work is completed.

The Employer shall pay an interest free mobilisation advance as under:

- 1) Rs.25/-lacs on award of the work/signing of the agreement.
- 11) Rs.25/-lacs after 3 months of award of the work/signing of the agreement.

Provided that the second instalment of Rs.25.00 lacs shall be released as soon as the required funds are released by the Competent Authority and submission of expenditure statement by NBCC utilising the first instalment.

Immediately on signing of this agreement, NBCC shall be paid advance as mentioned above against bank guarantee.

The above mobilisation advance shall be recovered in instalments commencing from 4th interim payment on proportionate basis of the gross value of work done as reflected in the interim bill subject to the condition that the entire mobilisation advance of the respective works gets recovered when 80% work is completed.

INTERIM payment of work done.

XXXXXXXX

XXXXXXXXXX

These bills shall also include secured advance on Non-perishable materials @ 90% of the cost of materials. This secured advance so paid shall be adjusted in the subsequent bills commensurate with the consumption of such materials in the work.

These bills shall also include secured advance on non-perishable materials @ 90% of the cost of materials on the basis of documentary proof of purchase & materials brought at site. This secured advance so paid shall be adjusted in the subsequent bills commensurate with the consumption

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CLAUSE NO. AS PROVIDED IN THE AGREEMENT OF S.L.I.E.T

AS PROVIDED IN THE AGREEMENT PROPOSED FOR BEANT CET, GUR-DASPUR.

2.3

Final bills.

The final bill shall be submitted by NBCC within two months of the completion of the respective phases/buildings wise as mutually decided and the employer shall release the payment within 4 months after receipt of the final bill.

of such materials in the work.

The final bills shall be submitted by NBCC within three months of the completion of the respective works/buildings wise as mutually decided and the Employer shall release the payment within 4 months after receipt of the final bill.

2.4

Retention money.

Retention money @ 2-1/2% shall be deducted from the interim payment from NBCC which shall be paid back against Bank Guarantee of appropriate amount from time to time.

Retention money @ 2-1/2% shall be deducted from the interim payments ~~limited to the extent of Rs. 10.00 lacs~~ from NBCC which shall be paid back against Bank Guarantee of appropriate amount from time to time.

Indemnity bond, from NBCC.

Retained to account later on.

to continue

3.3

Penalty.

In case NBCC fails to complete the work within the contract period/extended period mentioned in clause 3.1 & 3.2 above owing to reasons attributable to NBCC, liquidated damages @ 1% per week of the cost of the total work of the respective buildings/work of the project subject to a maximum of 5% of the cost of particular building/work shall be levied.

3.4

Incentive.

Incentive will be given to NBCC for early completion of work before originally agreed scheduled completion dates as referred to above in clause 3.1 @ 1/4% per week of the value of the respective building/work.

Deleted.

17.0

Settlement of disputes by arbitration.

If any dispute or difference of any kind whatsoever shall arise between the Employer and NBCC in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions. However, if any dispute or difference cannot be settled through mutual discussions the interested party shall give a notice to the other party that the matter be referred to a Committee of Arbitration to be

The existing provision has been retained and the following note has been added:

NOTE: The clause would, however, not be applicable for sub-contractors of NBCC.

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CLAUSE NO. AS PROVIDED IN THE AGREEMENT OF S.L.I.E.T

AS PROVIDED IN THE AGREEMENT PROPOSED FOR BENAT CET, GURDASPUR.

formed in the following manner:-

"The Employer and NBCC shall appoint one Arbitrator each and the Umpire shall be appointed by the Ministry of Human Resources. Both parties shall bear the fees of their respective Arbitrator and the fees of the Umpire shall be equally shared by both the parties. The provisions of the Indian Arbitration Act-1940 as amended upto date shall be applicable.

"The Employer & NBCC shall appoint one Arbitrator each & the Umpire shall be appointed by the Deptt. of Technical Education & IT of the Govt. of Punjab. Both parties shall bear the fees of their respective Arbitrator & the fees of the Umpire shall be equally shared by both the parties. The provisions of the Indian Arbitration Act-1940 as amended upto date shall be applicable".

The agreement is placed before the Board for approval (Annexure 'C'). The agreement signed by the SLIET with the NBCC is placed at Annexure - 'D'.

P-27-36

*Approved subject
the authorized to
sign the agreement*

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ITEM NO.4: Constitution of Building Works Committee.

The Board of Governors in its 1st meeting held on 7.3.94 approved the constitution of the Building Works Committee as under:

- | | |
|--|----------------------|
| 1) Secretary to Govt. Punjab,
Depts. of Technical Education
& Industrial Training, Chandigarh. | Chairman |
| 2) Director Technical Education
& Industrial Training, Punjab. | Member |
| 3) Director, Sant Longowal Instt. of
Engg. & Technology, Camp office
at Chandigarh. | Member |
| 4) Principal, Dr. B.R. Ambedkar Regi-
onal Engg. College, Jalandhar. | Member |
| 5) Chief Engineer, PWD B&R,
Punjab, Patiala. | Member |
| 6) Chief Architect, Punjab. | Member |
| 7) Principal, College of Engg.
and Technology, Gurdaspur. | Member
Secretary. |

As reported under item 2.3, it has been decided to allot the civil works of the College to NBCC. As the Association of the NBCC with the Building Works Committee has become necessary, it is suggested that after Sr.No.6 the following may be added:

✓ T. "Chairman-cum-Managing Director, NBCC, New Delhi"
as his nominee
The existing Sr.No.7 may be numbered as Sr.No.8.

The matter is placed before the Board for consideration.