

Central University of Punjab, Bathinda

Proceedings of the Tenth Meeting of the Building Advisory Committee held on 5th January 2013 at 2.00 P.M. at Bhai Veer Singh Sahitya Sadan, New Delhi

The following were present:

(a) Dr. Moin Uddin	-	Member
(b) Dr. S.K. Salwan	-	Member
(c) Ar. S.L. Kaushal	-	Member
(d) Ar. Purushottam Dojjode	-	Member
(e) Ar. V. P. Anil	-	Special Invitee
(f) Prof. P. Ramarao	-	Member
(g) Prof. R.G. Saini	-	Member
(h) Er. Gurtej Singh Sra	-	Member
(i) Col.(Retd.) Jagdev Kartar Singh	-	Member Secretary

The Vice Chancellor (Chairman) welcomed the hon'ble members of the committee to the tenth meeting of the Building Advisory Committee. He thanked all the members for sparing their valuable time from their busy schedule to participate in the meeting and help the university in taking appropriate decisions on important matters.

Item No. BAC:10:2013:1. To provide an opportunity to M/S C. P. Kukreja Associates of New Delhi, the Architect Consultant engaged for the preparation of the Master Plan of the Main Campus of the University to explain the detailed position against the show cause notice served upon the firm

M/s C. P. Kukreja Associates, the Architect Consultant, engaged to prepare the Master Plan of the main campus of the university was given the last opportunity to explain the detailed position at 2.30 P.M. on 5th January 2013 vide university letter No. CUPB/CC/12/Architect/03 dated 01.1.2013 (Annexure I) to the Building Advisory Committee (BAC) during its present meeting against the show cause notice served on the firm vide university letter No. CUPB/CC/12/Plan/4984 dated 03.12.2012 (Annexure II). Mr. Dikshu Kukreja, the representative of the firm was present at the appointed date and time to explain the detailed position on behalf of the firm as regards the show cause notice served on the firm. The earlier reply to the show cause notice by the firm vide its letter No. CUP/12/30/708/1658 dated December 7, 2012 (Annexure III) was not satisfactory and thereby unacceptable to the university and this matter was brought to the notice of the firm vide university letter No. CUPB/CC/12/Plan/5136 dated 15.12.2012 (Annexure IV).

The Chairman explained the complete sequence of events to the representative of the firm which has resulted in inordinate delays in preparation of the Master Plan by the firm (Annexure V) and the violations committed by the firm to the various clauses of the agreement signed between the firm and the university for the execution of said work. The representative of the firm was apprised that the firm had been backing out from its commitments time and again as highlighted in the sequence of events mentioned above. He was also informed of the erratic response on the part of the firm, whereby it tried to unilaterally impose the conditions of payment beyond the scope of the agreement vide its letter dated 28 August 2012 in contravention to clause 4.1 of the agreement. The attention of the representative of the firm was drawn to the following failures on the part of the firm in not adhering to the following provisions of the agreement:

- (a) Preparation of Master Plans without having any consultations with the university officials and without taking into consideration the additional inputs of which the university had apprised the firm during meetings held on 10 July 2012 at New Delhi and 27 July 2012 at Bathinda. (Violation of Clauses 2 and 3.1 of the agreement).

(b) Time delays in executing the work as stipulated in the agreement and not providing any project schedule and time plan as stipulated in the agreement. (Violation of Clause 3.2).

(c) The consultant M/s C.P. Kukreja Associates has failed to achieve the intended output envisaged in Clauses 3.1, 4, 4.3 and details of scope of services (Clause 4.1). The consultant was required to prepare an overall Master plan of the entire site in terms of at least 3 different design alternatives to arrive at most suitable overall Master plan concept as per requirement of client and local bylaws along with 3-D computer concept with in a period of 2 months from the date of L.O.A.

In note of Clause 4.5, it has been specifically mentioned that the consultant firm shall prepare the digital Master Plan including contouring of the whole area in consultation with client. Bio diversity planning was required to be done keeping in view genetic conservation of plants, preservation and growth of eco system etc. The consultant has failed to even carry out mandatory topographical survey so as to ensure preservation of important topographical features including endangered trees and has prepared a Master Plan without adhering to the terms specified. Three alternatives (hard copies) have not been provided. It appears that the architect consultant has not even gone through the Client's Brief before working on the project. The Master Plan provided by the consultant cannot be implemented in its present shape on account of serious infirmities, duly intimated to the consultant M/s C.P. Kukreja Associates.

(d) Required number of visits not planned by the firm and thus not carried out. (Violation of Clause 16).

(e) The representative of the firm deputed to discuss the preliminary work on the Master Plan alternatives was not found aware of the basic information regarding layout of the site for the main campus. (Violation of Preamble to Clause 4.0, Clause 4.1(Details of Scope of Services, Time and Payment).

(f) Irresponsible behavior of its associates during the BAC meeting held on 17 November 2012 held at Bathinda, whereby the team leader mentioned to the august body that "it is not necessary to hold any discussions with the university and to visit the site for the preparation of the Master Plan as they consider the information available in Client's Brief to be sufficient".

(g) No representative of the firm who came forward after signing of the agreement having complete knowledge of the basic information shared in the Client's brief and other documents provided to the firm from time to time. The representatives were also found not to be fully conversant about the obligations of the firm within the provisions of the agreement.

The committee conveyed its serious concern to the representative of the firm on the financial losses likely to be incurred by the university due to delays in preparation of the Master Plan and execution of the construction work. The committee also held the firm responsible for the financial losses attributable to non utilization of the land allotted for the main campus due to its not being put to use. He was further conveyed the concern of the university regarding the lapse of funds for the developmental work to be undertaken at the main campus during current financial year. The committee also took serious note of non adherence to the professional ethics by the firm in view of the irresponsible response on its part as evident from the sequence of events explained to Mr. Dikshu Kukreja by the Chairman.

Mr. Dikshu Kukreja was, thereafter, given the last opportunity to explain the detailed position with respect to the show cause notice. Mr. Dikshu Kukreja hesitatingly accepted the lapses on the part of his firm, however could not come forward to offer any explanation as regards the violations to the various clauses committed by the firm highlighted above. The only stand taken by the representative was that the "past may be left behind" and tried to assure the committee of taking up the job in the

real earnest. However, the representative could not offer any concrete proposal to resolve the impasse. The members pointed out to the representative that the firm had not accepted the challenge of meeting the genuine expectations of the university by providing services as laid down in the agreement. The members further conveyed to the representative that due to backing out on its commitments every time by the firm, it had failed to build up faith with the client.

After hearing Mr. Dikshu Kukreja, the committee was of the opinion that Mr. Dikshu Kukreja failed to provide any satisfactory explanation to the show cause notice served on the firm by the university. The committee was further of the opinion that Mr. Dikshu Kukreja, in addition to his failure to explain the detailed position of the firm as regards the show cause notice and violations of various clauses of the agreement, also could not convince and win the confidence of the committee on the future course of action to be adopted by the firm in amending its failures and suggesting a way ahead.

The committee, having afforded another opportunity as a last opportunity to the architect consultant M/s C.P. Kukreja Associates, is of the considered opinion that despite repeated opportunities the architect consultant has not performed its part of contract. Either the architect consultant is not willing to undertake the project or they are not serious enough towards achieving the intended output. The breach of contract on the part of M/s C.P. Kukreja Associates has become absolute and final with no scope of its revival, as per the terms of contract. The committee therefore recommends that the contract with M/s C.P. Kukreja Associates be terminated forthwith levying compensation for the losses suffered by the university as per relevant clauses of the agreement, in the interest of timely completion of work.

Item No. BAC:10:2013:2 To consider follow up action with M/S Engineers India Limited (EIL), the Project Management Consultant (PMC) engaged for the Main Campus work of the University based on the agreement as approved by BAC

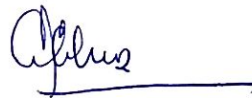
The committee unanimously approved the draft agreement to be signed with M/s Engineers India Limited, the Project Management Consultant engaged for the Main Campus work (Annexure VI).

Item No. BAC:10:2013:3 Current Agenda, if any. Nil.

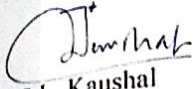
The meeting ended after passing a vote of thanks to the chair.



Dr. Moin Uddin
Pro Vice Chancellor, Delhi Technological
University
Member of 1st Executive Council, CUPB
Member



Dr. S.K. Salwan
Former Vice Chancellor,
Punjab Technical University, Jalandhar,
Dr. B.D. Nag Chaudhari, DRDO Chair
Distinguished Professor & Chairman, Armaments
research Board, Govt. of India, MoD, DRDO
Member, Finance Committee, CUPB
Member



Ar. S.L. Kaushal
(Retd. Chief Architect Punjab, Chandigarh)
Member



Ar. V. P. Anil
(Retd. Chief Architect Punjab, Chandigarh)
Special Invitee



Prof. R.G. Saini
Invited Professor, CUPB
Member



Col.(Retd.) Jagdev Kartar Singh
Registrar, CUPB
Member Secretary



Ar. Purushottam Doijode
Off. Director (Architecture), Office of Dy. Chief
Engineer (MES),
HQ, 10 Corps, Bathinda Cantonment.
Member



Prof. P. Ramarao
Dean Academic Affairs, CUPB
Member, Planning Board, CUPB
Member



Mr. Gurtej Singh Sra
University Engineer, CUPB
Member