

Minutes of 46<sup>th</sup> Meeting of Building Advisory Committee held on 12<sup>th</sup> February 2020 at 10:30 hrs at  
City Campus, Central University of Punjab, Bathinda.

The following members attended the meeting:

1. Prof. R. K. Kohli, Vice-Chancellor, CUPB - **Chairman**
2. Prof. P. Ramarao, Dean Academic Affairs, CUPB - Member
3. Er. N. K. Verma, Retd. Chief Engineer, CSIR - Member
4. Prof. V. K. Garg, Dean, School of Environment and Earth Sci., CUPB - Member
5. Dr. Sanjeev Thakur, HOD, Centre for Biosciences, CUPB - Member
6. Mr. Chandan Mittal, Deputy Finance Officer, CUPB - Member
7. Er. GJS Rosha, Retd. Chief Engineer Housing Board Chandigarh - Member
8. Ar. Ripu Daman, Associate Professor, Architecture Department, GZSCET, Bathinda - Member
9. Dr. Jatinder Kaur, Professor & Head of Architecture Department, GZSCET, Bathinda - Member
10. Prof. Manjeet Bansal, Head of Civil Engineering Department, GZSCET, Bathinda - Member
11. Er. Saurabh Gupta, Executive Engineer, CUPB - Member
12. Er. Prem Sagar, Consultant (Infrastructure), CUPB - Special Invitee
13. Dr. Amandeep Kaur, COC Computer Centre, CUPB - Special Invitee
14. Mr. Kanwal Pal Singh, Registrar, CUPB - Member Secretary

The following invitees also attended the meeting:-

1. Er. Puneet, Assistant Engineer, CUPB - Invitee
2. Er. Manoj Kumar, JE (Electrical), CUPB - Invitee
3. Er. Puneet Singh, JE (Civil), CUPB - Invitee
4. Mr. R.K.Mishra, RCM, EIL - Invitee



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Central University of Punjab

The representative of EIL attended only part of the meeting for participating in the discussions on the specific Agenda Items relevant to them.

The Chairman of Building Advisory Committee welcomed all the members to the 46<sup>th</sup> meeting of the Committee and thanked the members for sparing their valuable time in assisting the University in the development of the new campus at Ghudda. Thereafter he requested the Member Secretary to take up the Agenda Items.

The discussions were as under:

PART – A

Item: BAC: 46:2020:1

Confirmation of minutes of 45<sup>th</sup> Building Advisory Committee meeting held on 4<sup>th</sup> February 2020.

The minutes of the 45<sup>th</sup> meeting of BAC were tabled during the meeting and it was desired by some members that the minutes of 45<sup>th</sup> meeting of BAC should have been circulated prior to the meeting. EE, CUPB noted and assured the compliance.

Resolve:

The BAC considered and unanimously resolved to confirm the minutes of 45<sup>th</sup> meeting held on 4<sup>th</sup> February, 2020.

Item: BAC: 46:2020:2

Action Taken Report on the decision taken by the Building Advisory Committee in its 45<sup>th</sup> Meeting.

The action taken report on the decisions taken by Building Advisory Committee in its 45<sup>th</sup> meeting was not considered by BAC due to paucity of time and was decided to be taken up in the next BAC meeting.

Resolve:

The BAC resolved to consider action taken report in the next BAC meeting.

Part – B (New agenda items)

Item: BAC: 46:2020:3

To discuss the recommendation of EIL for the completion of balance works of Phase 1A buildings of main campus of CUPB, Ghudda.

The details of unilateral stoppage of the work by M/s KSMB & Sons w.e.f. 03.12.2019 were discussed by BAC in its 45<sup>th</sup> meeting vide agenda item no. BAC: 45:2020:9 and it was resolved as under:





1. "BAC agreed with the recommendations of EIL and advised that appropriate action may be taken by EIL to close this contract and initiate action for taking final measurement of the work done by M/s KSMB and simultaneously take urgent action to get the balance works completed at the earliest preferably by 31<sup>st</sup> May 2020.
2. BAC advised EIL that all Phase 1A buildings should be handed over to CUPB preferably by 31<sup>st</sup> May 2020 and positively by 30<sup>th</sup> June 2020 so that the new academic session of 2020-2021 may start functioning from Main Campus."

In response to the discussions of BAC in its 45<sup>th</sup> meeting, M/s EIL vide email dated 10.02.2020 submitted draft show cause notices (proposed to be issued to the contractor for Phase-1A and 1B works) (Annex.46.3) and EE, CUPB replied to EIL's this letter with the observations that issue of show cause notices at this stage was contrary to the discussions of BAC wherein EIL stated that as per contract provisions a Closure Notice can be served to the contractor if he abandon the works at his own. EIL submitted its clarification vide their letter no. EIL/Infra/CUPB/A372/387 dated 11.02.2020 that they have taken an opinion from the legal department of EIL which suggested that although there is a provision in contract for a Closure of a contract without a Show Cause Notice, however the termination directly without issuing a Show Cause Notice is against the natural justice and hence should not be resorted to without issuing the notice as the same would not be in the best interest of CUPB and in view of the EIL's legal department advise, draft show cause notice was forwarded to CUPB for concurrence, in line with Clause no. 64.2 of Special Conditions of the Contract of Phase-1A work.

The BAC perused and discussed the letter. At the onset it was a unanimous opinion of BAC that as Phase-1A and Phase-1B are two different contracts, therefore all the communication, whether it be between EIL and CUPB or EIL and KSMB, should be dealt separately. Further, the observations of BAC regarding the draft show cause notice and its clarifications for Phase-1A works were as under:

1. As on date, there was no valid contract after 31.05.2019 for Phase-1A works.
2. As per M/s EIL's email dated 03.12.2019 that the contractor had totally stopped the work at site. Further, the contractor had demobilized the labour from the site meaning that the contractor was no longer interested in completing the work and had abandoned the work at his own will.
3. M/s EIL through various communications had informed that the contractor after 31.08.2019 had slowed down the progress of work.
4. The works had been delayed in spite of numerous extensions given to the contractor on EIL's recommendations and on certain unreasonable grounds raised by the contractor just to ensure the early delivery of completed works.
5. It has also been brought to the notice that the contractor has not made any effort for resumption of the work during the period of last BAC meeting.
6. During the 45<sup>th</sup> BAC meeting held on 04.02.2020, it was brought to the notice of BAC that the contractor had no intentions to resume the works.
7. Delay in running payments or delay in approval of rates of extra items/non-schedule items etc. didn't entitle the contractor to delay, suspend or abandon the work under any conditions of the contract.
8. No notice period was required as per **Clause no. 64.2(c) and 64.3- Termination due to Contractor's Default.**





Thus under the given compelling/constrained circumstances the members of BAC unanimously were of the opinion that the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor substantiated from the fact that the contractor had slowed down the progress of work after 31.08.2019. All this led to their wilful intent not to continue with the present works and complete the same.

In view of the above, BAC unanimously decided that M/s EIL should be requested to re-examine their recommendations considering the contract being closed by the contractor rather than serving a show cause notice to the contractor. Further, EIL should simultaneously measure the up to date work executed under the contract and take further appropriate action for identification and completion of balance work. The recommendation of EIL should be taken within a week so that the same could be considered in the next meeting of BAC scheduled to be held on 19.02.2020.

Further BAC members unanimously resolved that, independent legal opinion may be obtained by CUPB regarding the issue of show cause notice for termination of contract or closing notice for unilaterally abandoning the work at site by the contractor M/s KSMB & Sons. Interpreting and submitting written opinion regarding the contract provisions and their applicability as per contract agreement executed between EIL/CUPB and M/s KSMB & Sons for the execution of Phase-1A & Phase-1B works at Main Campus of Central University of Punjab Ghudda may also be obtained.

The BAC was apprised that the contractor is claiming the maintenance of their full establishment at the Main Campus of the University in Ghudda. However as per factual positions, there is no manpower at site and the contractor has demobilized his machinery, T&P, even the technical staff, except some persons for the watch and ward of the buildings. Contractor has also got the electricity supply connections disconnected at site. In view of this, the committee advised that to counterfeit the claim of the contractor, a photographic and video-graphic recording of the present status of the contractor's establishment at site should be got carried out by suitable committee formed by the Hon'ble Vice-Chancellor. Committee also advised that EIL should be directed to ensure that the contractor is not allowed to take away any of his machinery/ equipment/material etc. available at site without obtaining written prior approval of Registrar, CUPB till the final decision regarding closure of the contract is taken.

Also, the Building Advisory Committee noted that M/s KSMB had sent a letter no. KSMB/EIL/BATHINDA-01/0902/2020 dated 09.02.2020 addressed to Registrar, CUPB, and advised Engineering Wing to forward this letter to M/s EIL for appropriate disposal at their end.

**Resolve:**

**BAC considered and resolved as under:**

- 1. The members of BAC unanimously resolved that the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor substantiated from the fact that the contractor had slowed down the**





progress of work after 31.08.2019. All this led to their wilful intent not to continue with the present works and complete the same.

2. The members of BAC unanimously resolved that M/s EIL should be requested to re-examine their recommendations considering the contract being closed by the contractor rather than serving a show cause notice to the contractor. Further, EIL should simultaneously measure the up to date work executed under the contract and take further appropriate action for identification and completion of balance work. The recommendation of EIL should be taken within a week so that the same could be considered in the next meeting of BAC scheduled to be held on 19.02.2020.

3. The BAC members unanimously resolved that, independent legal opinion may be obtained by CUPB regarding the issue of show cause notice for termination of contract or closing notice for unilaterally abandoning the work at site by the contractor M/s KSMB & Sons. Interpreting and submitting written opinion regarding the contract provisions and their applicability as per contract agreement executed between EIL/CUPB and M/s KSMB & Sons for the execution of Phase-1A & Phase-1B works at Main Campus of Central University of Punjab Ghudda may also be obtained.

4. The committee resolved to advise that to counterfeit the claim of the contractor, a photographic and video-graphic recording of the present status of the contractor's establishment at site should be got carried out by suitable committee formed by the Hon'ble Vice-Chancellor. Committee also advised that EIL should be directed to ensure that the contractor is not allowed to take away any of his machinery/equipment/material etc. available at site without obtaining written prior approval of Registrar, CUPB till the final decision regarding closure of the contract is taken.

5. The committee resolved to advise that the letter no. KSMB/EIL/BATHINDA-01/0902/2020 dated 09.02.2020 sent by M/s KSMB, addressed to Registrar, CUPB, be forwarded to M/s EIL for appropriate disposal at their end.

Item: BAC: 46:2020:4

To discuss the recommendation of EIL for the completion of balance works of Phase 1B buildings of main campus of CUPB, Ghudda.

In view of the unilateral stoppage of the work by M/s KSMB & Sons w.e.f. 03.12.2019, the draft show cause notices (proposed to be issued to the contractor for Phase-1A and 1B works) and the clarifications provided vide M/s EIL letter no. EIL/Infra/CUPB/A372/387 dated 11.02.2020 were discussed in 46th BAC meeting and at the onset it was a unanimous opinion of BAC that as Phase-1A and Phase-1B are two different contracts, therefore all the communication, whether it be between EIL and CUPB or EIL and KSMB, should be dealt separately. Further, the observations of BAC regarding the draft show cause notice for Phase-1B works are as under:

1. As on date, there is no valid contract after 31.05.2019 for Phase-1B works.
2. As per M/s EIL's letter no. CUPB/A372/PH-1B/KSMB/001/77 dated 03.12.2019 addressed to M/s KSM Bashir Mohammad & Sons with copy to CUPB, the contractor has totally stopped the work at site. Further, the contractor demobilized the labour from the sites meaning that the contractor is no longer



- interested in completing the work and has abandoned the work at his own will.
3. M/s EIL vide its letter no. CUPB/A372/PH-1B/KSMB/001/70 dated 06.09.2019 have informed that the contractor after 31.08.2019 had slowed down the progress of work.
  4. The works have been delayed in spite of numerous extensions given to the contractor on EIL's recommendations and on certain unreasonable grounds raised by the contractor just to ensure the early delivery of completed works.
  5. During the discussion in 45th BAC meeting, EIL had brought to our notice that the contractor has not made any effort for resumption of the work despite your repeated efforts.
  6. During the 45th BAC meeting held on 04.02.2020, it was brought to the notice of BAC that the contractor has no intentions to resume the works.
  7. Delay in running payments or delay in approval of rates of extra items/non-schedule items etc. doesn't entitle the contractor to delay, suspend or abandon the work under any conditions of the contract.
  8. No notice period is required as per Clause no. 32.2(c) and 32.3- Termination due to Contractor's Default.

Thus under the given compelling/constrained circumstances the members of BAC in its 46<sup>th</sup> meeting were of the opinion that the present matter is not a case of termination of contract, but is the case of deliberate closure of contract by the contractor substantiated from the fact that the contractor had slowed down the progress of work after 31.08.2019. All this leads to their wilful intent not to continue with the present works and complete these.

In the light of above, it was unanimously decided that M/s EIL should be requested to re-examine their recommendations considering the contract being closed by the contractor rather than serving a show cause notice to the contractor. Further, simultaneously EIL should measure the up to date work executed under the contract and take further appropriate action for identification and completion of balance work. The recommendation of EIL should be taken within a week so that the same could be considered in the next meeting of BAC scheduled to be held on 19.02.2020.

Further the Building Advisory Committee recommended that the letter nos. KSMB/EIL/BATHINDA-02/0602/2020 dated 06.02.2020 and KSMB/EIL/BATHINDA-02/0902/2020 dated 09.02.2020 sent by M/s KSMB to CUPB should be forwarded to M/s EIL for disposal at their end.

Resolve:

BAC considered and resolved as under:

1. The members of BAC unanimously resolved that the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor substantiated from the fact that the contractor had slowed down the progress of work after 31.08.2019. All this led to their wilful intent not to continue with the present works and complete the same.





2. The members of BAC unanimously resolved that M/s EIL should be requested to re-examine their recommendations considering the contract being closed by the contractor rather than serving a show cause notice to the contractor. Further, EIL should simultaneously measure the up to date work executed under the contract and take further appropriate action for identification and completion of balance work. The recommendation of EIL should be taken within a week so that the same could be considered in the next meeting of BAC scheduled to be held on 19.02.2020.

3. The BAC members unanimously resolved that, independent legal opinion may be obtained by CUPB regarding the issue of show cause notice for termination of contract or closing notice for unilaterally abandoning the work at site by the contractor M/s KSMB & Sons. Interpreting and submitting written opinion regarding the contract provisions and their applicability as per contract agreement executed between EIL/CUPB and M/s KSMB & Sons for the execution of Phase-1A & Phase-1B works at Main Campus of Central University of Punjab Ghudda may also be obtained.

4. The committee resolved to advise that to counterfeit the claim of the contractor, a photographic and video-graphic recording of the present status of the contractor's establishment at site should be got carried out by suitable committee formed by the Hon'ble Vice-Chancellor. Committee also advised that EIL should be directed to ensure that the contractor is not allowed to take away any of his machinery/equipment/material etc. available at site without obtaining written prior approval of Registrar, CUPB till the final decision regarding closure of the contract is taken.

5. The committee resolved to advise that the letter no. KSMB/EIL/BATHINDA-02/0902/2020 dated 09.02.2020 sent by M/s KSMB, addressed to Registrar, CUPB, be forwarded to M/s EIL for appropriate disposal at their end.

Item: BAC: 46:2020:5

To discuss and approve the recommendation of SCBAC for extension of completion period for the HVAC works in Academic Block being executed by M/s Bliss refrigeration and as recommended by EIL vide letter no. CUPB/A372/BRPL/003/05 dated 19.08.2019 (Annexure 46.5).

The BAC discussed the recommendations of 48<sup>th</sup> SCBAC meeting for extension of completion period for the HVAC works in Academic Block being executed by M/s Bliss refrigeration and as recommended by EIL vide letter no. CUPB/A372/BRPL/003/05 dated 19.08.2019. The BAC was apprised that the stipulated completion period for the HVAC works in Academic Block allotted to M/s Bliss refrigeration by EIL had expired on 31.07.2019. M/s Bliss refrigeration have submitted their first extension of time up to 30.10.2019 considering the hindrances up to date. The recommendations of M/s EIL for the extension of time up to 31.08.2019 were considered in the 48<sup>th</sup> SCBAC meeting vide Agenda Item: SCBAC: 48:2019:21 (c). SCBAC resolved as under:-

"EIL informed the Committee that extension in completion period up to 31.08.2019 for this work had already been submitted to CUPB vide letter no. CUPB/A372/BRPL/003/05 dated 19.08.2019 but these recommendations for extension in completion period of



HVAC works up to 31.08.2019 were yet to be approved by CUPB due to which some amounts were being withheld from M/s Bliss refrigeration bills pending approval of extension of time. EIL stated that HVAC works would be completed by 15.11.2019 and EIL would send its recommendations on the extension of time shortly. CUPB stated that for the delays beyond recommendations EIL should take appropriate action as per contract provisions. The Committee also noted that EIL has submitted its recommendations for extra items which had been returned by CUPB with the observations that reasons for the execution of these extra items without obtaining the prior in- principal approval of CUPB and overall financial impact of these items."

EIL had again requested vide their letter no. EIL/Infra/CUPB/A372/363 dated 16.11.2019 (Annexure 45.5.1) and recommended the extension of time to contractor till 31.08.2019. EIL had not sent any further recommendations for extension of time as discussed in 48<sup>th</sup> SCBAC meeting.

Resolve:

BAC considered and resolved as under:

1. BAC unanimously resolved to approve the extension of completion period upto 31.08.2019 for the HVAC works in Academic Block being executed by M/s Bliss refrigeration and as recommended by EIL subject to condition that original approved cost of the work should not be exceeded.

Item: BAC: 46:2020:6

To discuss the latest status and progress of HVAC works being executed by M/s Bliss refrigeration at Academic Block of Main Campus of Central University of Punjab, Ghudda.

The BAC was apprised that the overall progress of the HVAC works being executed by M/s Bliss refrigeration at Academic Block was 94.9% up to 31.12.2019 as communicated by EIL vide Monthly Progress report sent for the month of December 2019. The BAC desired that the actual status of HVAC works should be presented by EIL in the next BAC meeting.

Resolve:

The committee resolved to direct that the actual status of HVAC works should be presented by EIL in the next BAC meeting.

Item: BAC: 46:2020:7

A. To discuss and approve the recommendations of EIL for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide letter no. CUPB/A372/BRPL/003/06 dated 15.10.2019 (Annexure 46.7).

The BAC discussed and unanimously advised that case for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide





letter no. CUPB/A372/BRPL/003/06 dated 15.10.2019 be submitted to BAC after discussing the same in SCBAC.

Resolve:

The committee unanimously resolved to advise that case for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide letter no. CUPB/A372/BRPL/003/06 dated 15.10.2019 be submitted to BAC after discussing the same in SCBAC.

- B. To discuss the recommendations of EIL for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide letter no. CUPB/A372/BRPL/003/10 dated 11.12.2019 (Annexure 46.7.6).

The BAC discussed and unanimously advised that case for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide letter no. CUPB/A372/BRPL/003/10 dated 11.12.2019 be submitted to BAC after discussing the same in SCBAC.

Resolve:

The committee unanimously resolved to advise that case for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide letter no. CUPB/A372/BRPL/003/10 dated 11.12.2019 be submitted to BAC after discussing the same in SCBAC.

Item: BAC: 46:2020:8

To discuss the pending issues for the completion and making the Main Campus of CUPB operational with M/s PSDA/EIL/KSMB.

Executive Engineer, CUPB explained the requirement for executing the works as detailed under:

S. No.	Description	Cost (Rs.)	Remarks
1.	LAN/AV/CCTV/IPBAX system	Rs. 1.61 Crores plus GST	Already approved by BAC in its 44 <sup>th</sup> BAC but pending for the want of availability of funds.
2.	Smart Classroom tender	Rs. 2.00 Crores plus GST	Already approved by BAC in its 44 <sup>th</sup> BAC but pending for the want of availability of funds.
3.	Modular Kitchen & wardrobe tender	Rs. 2.05 Crores plus GST	Already approved by BAC in its 43 <sup>rd</sup> BAC but pending for the want of availability of

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			funds.
4.	Office furniture	Rs. 2.50 Crores plus GST	Already approved by BAC in its 43 <sup>rd</sup> BAC and revised details are to be worked out.
5.	Hostel Furniture	Rs. 1.00 Crores plus GST	Already approved by BAC in its 43 <sup>rd</sup> BAC and revised details are to be worked out.
6.	Procurement of furnishing items such as curtains, air purifier, geysers etc. for all the buildings		Required to be discussed and action initiated.

The above works were discussed by the Committee in detail and considering the available fund allocation and urgent requirements for making the campus operational the Committee decided as under:

1. LAN/AV/CCTV/IPBAX system tender amounting to Rs. 1.61 Crores plus GST which stand already approved by BAC in its 44<sup>th</sup> meeting be taken up for execution at site without which it would not be possible to make the campus operational.
2. For works at sr. no. 2 to 6, the Committee advised that the current minimum requirements for making the campus operational be worked out and estimated cost as per revised requirements be worked out as per present available position of the funds.

Resolve:

The committee considered and resolved as under:

1. The Committee discussed and unanimously resolved to advise that work at sr. no. 1 for the LAN/CCTV/IPBAX tender amounting to Rs. 1.61 Crores plus GST be floated by the University by following guidelines of Ministry of Finance and latest GFR rules.
2. The Committee discussed and unanimously resolved to advise that works at sr. no. 2 to 6, current minimum requirements for making the campus operational be worked out and estimated cost as per revised requirements be worked out as per present available position of the funds for execution of the same.

Item: BAC: 46:2020:9

Any other item with the permission of the Chair - NIL

Item: BAC: 46:2020:10

Current agenda if any - NIL



Item: BAC: 46:2020:11

Fixing date of the next meeting of the Building Advisory Committee – It was decided that the next meeting of the BAC will be held on 19.02.2020 at City Campus of Central University of Punjab, Bathinda at 10:30 AM.



Mr. Kanwal Pal Singh  
Registrar & Member Secretary, BAC



Approved by 8/2/2020  
Prof. R.K. Kohli  
Vice Chancellor & Chairman, BAC