

Minutes for 48th Meeting of Building Advisory Committee held on 13th March 2020 at
1500 hrs at Committee Room, Botany Department, Punjab University, Chandigarh.

The following members attended the meeting:

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| 1. | Prof. R. K. Kohli, Vice-Chancellor, CUPB | - | Chairman |
| 2. | Er. N. K. Verma, Chief Engineer (Retd.), CSIR | - | Member |
| 3. | Prof. Rakesh Kumar, Head of Civil Engineering Department, GZSCET, Bathinda | - | Member |
| 4. | Er. GJS Roshia, Chief Engineer (Retd.) Housing Board Chandigarh | - | Member |
| 5. | Dr. Jatinder Kaur, Professor & Head of Architecture Department, GZSCET, Bathinda | - | Member |
| 6. | Er. Saurabh Gupta, Executive Engineer, CUPB | - | Member |
| 7. | Sh. Surinder Singh, representative of Ms. Sapna, Chief Architect, Punjab | - | Member |
| 8. | Ar. Ripu Daman, Associate Professor, Architecture Department, GZSCET, Bathinda | - | Co-opt Member |
| 9. | Er. Prem Sagar, Consultant (Infrastructure), CUPB | - | Special Invitee |
| 10. | Mr. Kanwal Pal Singh, Registrar, CUPB | - | Member Secretary |

The following invitee also attended the meeting:

1. Er. Puneet Singh, Junior Engineer (Civil), CUPB

No representative of EIL attended the meeting.

[Handwritten Signature]

The Chairman of Building Advisory Committee welcomed all the members to the 48th 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.

At the onset, the Chairman and other members of BAC expressed their displeasure for non-participation of any of the representatives of EIL in this crucial meeting. The meeting has been specifically convened as recommended by EIL in meeting held on 25.02.2020 for considering the recent developments of unilaterally starting the work by the contractor. Also, to discuss the recommendations of EIL for the completion schedule along with the milestones to monitor the progress of work at site and to ensure the completion as per the new schedule. It was for the convenience of the EIL and external experts that the meeting was convened at Chandigarh though to the discomfort of CUPB. The presence of Sr. General Manager (Projects) or its representative during the meeting was essential to present and discuss the recommendations of EIL. The BAC members did not appreciate such casual approach of the EIL. All the members expressed that their displeasure be conveyed to the EIL.

Executive Engineer, CUPB informed the committee that Mr. S. Balakumar, Sr. GM (Projects) vide an email dated 12.03.2020 at 6:13PM informed that EIL will not be able to attend the proposed meeting, however they can join through video conferencing, if required. Major reason for their inability to attend the meeting was due to the partial release of EIL's PMC fee payment of Rs.48.29 Lakh (as assessed by CUPB) against the outstanding PMC fees of Rs.1.60 Cr as claimed by EIL.

Executive Engineer informed the committee that as the meeting was planned to discuss and approve the completion schedule and frozen milestones for the completion of balance works to be submitted by EIL during this meeting. Therefore, vide a reply mail dated 13.03.2020 at 09:50 AM to EIL, he has advised Mr. Balakumar, Sr. GM (Projects), EIL to depute its representative or RCM, EIL from Bathinda to attend this crucial meeting on urgent basis. He also clarified to EIL that as the completion cost of Ph-1A works and HVAC works have increased approximately about 25-28% of its tendered value and the increase in cost has not yet been approved by the competent authority without the justifications of EIL. Therefore, consultancy services fees against the already approved cost of work have been released as per contract provisions.

Thereafter the Chairman BAC requested the Member Secretary to take up the Agenda Items.

The discussions were as under:

Item: BAC: 48:2020:1

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

Executive Engineer, CUPB apprised the BAC that as directed by BAC in its 47th meeting held on 19.02.2020, the committee comprising members of BAC convened the meeting on 25.02.2020 with EIL's legal representatives and other higher officials at EIL's office in Bhikaji Cama Place, New Delhi. The following attended the meeting.

1. Mr. K.P. Singh, Registrar, CUPB
2. Er. N.K. Verma, Chief Engineer (Retd.).
3. Er. G.J.S. Rosha, Chief Engineer (Retd.).

4. Er. Saurabh Gupta, Executive Engineer, CUPB
5. Er. S. Balakumar, Sr. GM (Projects), EIL
6. Mr. Sanjay Jain , Sr. GM (Projects), Arbitration Expert, EIL
7. Miss. Devyani Deshpanday, Dy. Manager (Legal), EIL
8. Er. D. Mitra Manager (Projects), EIL
9. Er. R.K. Mishra, RCM, EIL

During the meeting held on 25.02.2020 in EIL's Office at Bhikaji Cama Place, New Delhi the issue regarding development of the unilaterally restarting of the construction works by the contractor at site for Phase 1A works on 21.02.2020 and allowing the same by EIL was discussed in detail. Various queries of CUPB were shared with the senior officials of EIL to which EIL representatives including their legal representative presented their arguments for each and every query of CUPB. The detail report is as per Annexure-48.1.

Meeting was concluded with the observation that in the present situation, concrete timeline for completing the construction works needs to be fixed along with the completion schedule and the milestones to monitor the progress of work at site. During the meeting, EIL stated that they will ensure that the work completion schedule and milestones are frozen within a suitable period of 10-12 days so that work completion schedule and milestones could be discussed in next BAC meeting for its consideration (unfortunately EIL did not participate in this meeting).

EIL was also desired to come up to CUPB with a comprehensive proposal/undertakings of the contractor covering in detail all the issues as discussed during the meeting along with the penal actions proposed in the event of default by the contractor.

The detailed note regarding the discussions held during the meeting held on 25.02.2020 placed as **Annexure – 48.1** was noted by the committee.

Further, the committee was apprised that EIL vide their E-mail dated 04.03.2020 forwarded the letter no. KSMB/EIL/Bathinda-03/0203/2020 (REV) dated 02.03.2020, wherein the contractor has intimated the completion dates of Phase 1A works as follows:-

1. Phase-1A, Section B, i.e. all the buildings except the Academic blocks and external development works: 15th April 2020.
2. Phase-1A, Section A i.e. Academic blocks and external development works: 15th May 2020.

However, EIL while forwarding the mail of M/s KSMB had not made any recommendations.

BAC was not happy to note that EIL had just forwarded the mails of M/s KSMB without its recommendations. With a great concern, BAC opined that EIL was not an endorsing agency. EIL being the project management consultants are to be fully responsible for executing and completing the project. EIL should have acted to meet the present requirements for completing the buildings and EIL should have given their

recommendations rather than just forwarding the mails of the contractor.

The details of the letter of M/s KSMB without the recommendations of EIL were discussed by the committee. The committee was of the view that the completion dates as communicated by the contractor and forwarded by EIL did not match with the actual site conditions. EIL had already recommended to CUPB that all the buildings except Academic Block were completed and should be taken over by CUPB. Considering the actual site conditions, the committee felt that all the buildings and the external works already completed under Phase-1A should be handed over to CUPB immediately and balance works be completed and handed over to CUPB upto **30.04.2020**.

Resolve:

The BAC discussed and unanimously resolved as under:

1. That as the project was at a very crucial stage of its completion and CUPB had been trying to resolve the issues on the urgent basis by convening frequent BAC/SCBAC meetings. Therefore EIL should ensure that all the future meetings should be attended by the senior officials of EIL along with site team to discuss and resolve the site issues, so that the buildings are completed and handed over in working condition to CUPB for commencing the new Academic session from the New Campus at Village Ghudda.
2. The balance works of Phase-1A works should be completed and all building complete in all respects should be handed-over by 30.04.2020 and accordingly EIL should prepare the construction schedule with frozen milestones to monitor the progress of works at site and shall ensure the same without any further loss of time & finance.

Item: BAC: 48:2020:2

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

Executive Engineer, CUPB apprised the BAC that as directed by BAC in its 47th meeting held on 19.02.2020, the committee comprising members of BAC convened the meeting on 25.02.2020 with EIL's legal representatives and other higher officials at EIL's office in Bhikaji Cama Place, New Delhi. The following attended the meeting.

1. Mr. K.P. Singh, Registrar, CUPB
2. Er. N.K. Verma, Chief Engineer (Retd.).
3. Er. G.J.S. Roshia, Chief Engineer (Retd.).
4. Er. Saurabh Gupta, Executive Engineer, CUPB
5. Er. S. Balakumar, Sr. GM (Projects), EIL
6. Mr. Sanjay Jain, Sr. GM (Projects), Arbitration Expert, EIL
7. Miss. Devyani Deshpanday, Dy. Manager (Legal), EIL
8. Er. D. Mitra Manager (Projects), EIL
9. Er. R.K. Mishra, RCM, EIL

During the meeting held on 25.02.2020 in EIL's Office at Bhikaji Cama Place, New Delhi

the issue regarding development of the unilaterally restarting of the construction works by the contractor at site for Phase 1B works on 23.02.2020 and allowing the same by EIL was discussed in detail. Various queries of CUPB were shared with the senior officials of EIL to which EIL representatives including their legal representative presented their arguments for each and every query of CUPB. The detail report is as per Annexure-48.1.

Meeting was concluded with the observation that in the present situation, concrete timeline for completing the construction works needs to be fixed along with the completion schedule and the milestones to monitor the progress of work at site. During the meeting, EIL stated that they will ensure that the work completion schedule and milestones are frozen within a suitable period of 10-12 days so that work completion schedule and milestones could be discussed in next BAC meeting for its consideration (unfortunately EIL did not participate in this meeting).

EIL was also desired to come up to CUPB with a comprehensive proposal/undertakings of the contractor covering in detail all the issues as discussed during the meeting along with the penal actions proposed in the event of default by the contractor.

The detailed note regarding the discussions held during the meeting held on 25.02.2020 placed as **Annexure – 48.1** was noted by the committee.

Further, the committee was apprised that EIL vide their E-mail dated 04.03.2020 forwarded the letter no. KSMB/EIL/BHATINDA-04/0203/2020 dated 02.03.2020, wherein the contractor has communicated the completion dates of Phase 1B works as follows:-

1. Transit Hostel : 30th May 2020
2. UG Hostel (Women) : 30th June 2020
3. UG Hostel (Men) : 30th July 2020

However, EIL while forwarding the mail of M/s KSMB had not made any recommendations.

BAC was not happy to note that EIL had just forwarded the mails of M/s KSMB without its recommendations. With a great concern, BAC opined that EIL was not an endorsing agency. EIL being the project management consultants are to be fully responsible for executing and completing the project. EIL should have acted to meet the present requirements for completing the buildings and EIL should have given their recommendations rather than just forwarding the mails of the contractor.

The details of the letter of M/s KSMB without the recommendations of EIL were discussed by the committee. The committee was of the view that the completion dates as communicated by the contractor and forwarded by EIL did not match with the actual site conditions as EIL had already recommended to CUPB that all the buildings of Phase-1B would be completed within 4 months. Considering the actual site conditions, the committee felt that all the buildings under Phase-1B should be completed in all respects and handed over to CUPB preferably by 15.05.2020 and positively by **30.05.2020**.

Resolve:

The BAC after detailed discussions unanimously resolved that balance work of Phase-1B should be completed preferably by 15.05.2020 and positively by 30.05.2020. Accordingly EIL should prepare the construction schedule with frozen milestones to monitor the progress of works at site and shall ensure the same without any further loss of time & finance. EIL should ensure that the buildings be completed and handed over in working condition to CUPB for commencing the new Academic session from the New Campus at Village Ghudda.

Item: BAC: 48:2020:3

To discuss the recommendations of EIL to take over the completed buildings of Phase 1A (Annexure – 48.3).

The committee was apprised that during the meeting held on 25.02.2020 in EIL's Office at Bhikaji Cama Place, New Delhi, EIL had discussed about restarting of Phase-1A works by M/s KSMB w.e.f. 21.02.2020. In the meeting, EIL had opined that it would be in the interest of University to take over the buildings which have been completed by the contractor. Further, EIL also accepted that there were many defects in the completed buildings which need to be rectified by the contractor. However, defect list would be got prepared by RCM EIL and the same would be shared with CUPB. EIL also informed that any defects noticed by CUPB could be added to the list and the buildings would be taken over with the precondition that the defects should be got rectified within a specified period.

During the meeting held on 25.02.2020 Mr. S. Balakumar, Sr. G.M, EIL, also clarified that taking over the buildings would not absolve the contractor from its responsibilities for the rectification of defective work. However, as per the contract conditions the contractor was bound to rectify all the defects informed to him well within the defect liability period of 12 months from the date of completion of the works.

Committee was also apprised that Mr. S. Balakumar vide E-mail dated 02.03.2020 had forwarded the letter no. CUPB/A372/KSMB/003/511 dated 29.02.2020 of RCM, EIL wherein the details of some inventories were attached and requested CUPB to take over the completed buildings as discussed in the meeting held on 25.02.2020 at Delhi. In response to the email of Mr. S. Balakumar, EIL was advised to get prepared the complete inventory details of all civil and electrical items along with building wise joint inspection schedule of the completed buildings so that the completed buildings could be taken over by the University at the earliest.

BAC discussed the above details and was of the view that as EIL had already recommended the taking over of the completed buildings, joint inspection of all the completed buildings should be carried out by CUPB to identify and list down the existing defects in addition to the defects already listed by EIL which should be intimated to the contractor by EIL for rectification of the same within a specified

period as per contract provisions. BAC also desired EIL to submit the physical completion certificate for the completed buildings as per the agreement provisions. EIL should also provide the additional list of inventories required as already informed by Ex. Er, CUPB vide email dated 11.03.2020 addressed R.C.M., EIL.

Resolve:

After discussions BAC unanimously resolved as under:

1. EIL should submit the building-wise physical completion certificate as per clause no. 3.9 of the agreement between EIL & CUPB.
2. All the completed buildings should be taken over by CUPB after carrying out inspection of the buildings, identify and list down the existing defects in addition to the defects already listed and communicated by EIL.
3. The defects already listed and communicated by EIL including the defects to be listed during the inspection should be got rectified from M/s KSMB within a specified period as per contract provisions.
4. EIL should ensure to provide the details of additional inventories as already communicated by Ex. En, CUPB vide email dated 11.03.2020 addressed R.C.M., EIL.

Item: BAC: 48:2020:4

To discuss the recommendations of EIL to issue the letter for renewal of labour license of M/s KSMB & Sons pertaining to Phase 1B works (Annexure 48.4)

The committee was apprised that RCM, EIL vide E-mail dated 28.02.2020 had intimated CUPB that the labour license of M/s KSMB & Sons for Phase 1B works was expiring on 08.03.2020. RCM, EIL had recommended that labour license of M/s KSMB & Sons for Phase 1B works should be renewed for further 1 year and accordingly the letter of authority in this regard be issued by CUPB.

EE CUPB, apprised the committee that in view of estimation of 4 months' time by EIL to complete the balance works of Phase 1B works, EIL was requested to review and submit their revised recommendations for the extension of labour license to M/s KSMBM & Sons for Phase 1B works. Vide a reply mail dated 28.02.2020 RCM, EIL informed that as the contractor required to deploy labour in defect liability period after handing over of completed buildings contractor may be allowed to renew the labour license for further 1 year.

The committee discussed the details and was of a view that as the works of Phase-1B had been already advised to be completed upto 30.05.2020, therefore the labour license should also be renewed upto 30.05.2020. Thereafter if required, it can be extended to 1 month beyond the completion date i.e. 30.06.2020 on the recommendations of EIL. There is no justification of extending the labour license for 1 year.

Resolve:

The BAC discussed and unanimously resolved to issue the authority letter of CUPB to M/s KSMB for extending the labour license for Phase 1B works upto 30.05.2020.

Item: BAC: 48:2020:5

To discuss the recommendations of EIL to allow the release of the surplus material/plant and tool of M/s KSMBM & Sons. (Annexure 48.5).

The committee was apprised that as per the direction of BAC in its 46th meeting held on 12.02.2020, EE CUPB vide its letter no. CUPB/CC/ES/19-20/922 (Phase 1A works) & CUPB/CC/ES/19-20/923 (Phase 1B works) dated 12.02.2020 informed EIL that as the works have been abandoned by M/s KSMBM & Sons w.e.f. 03.12.2019 and the matter were under consideration of BAC. Therefore contractor should not be allowed to remove any of their tool & plant, machinery for use at site of work, material procured for the work.

Mr R K Mishra, RCM EIL vide its email dated 04.03.2020 had requested CUPB to allow the contractor to remove any surplus material/plant/tools from the site. RCM EIL further stated in this email that ***"Since, surplus material/ plant and tools should not be hold at site, which may invite implications at later stage, it is requested to review the matter and provide necessary resolutions of this critical issue immediately"***.

The Building Advisory Committee noted that the decision not to allow the contractor for taking away the Tools & Plant, machinery etc. from site, was taken in a scenario when the contractor had unilaterally abandoned the work w.e.f. 03.12.2019. However, as the contractor had already restarted the works under both the contracts, therefore in the present situation, CUPB apprehends that the contractor may misuse this issue for raising claims. Therefore, EIL being the PMC of project should identify and quantify the Tools & Plant, machinery etc. available at site. Further, if EIL feels that the material was not required for the completion of balance work then EIL, at its own discretion may allow the contractor to take away the material as a routine practice being followed earlier by EIL.

Resolve:

The BAC unanimously resolved that the earlier decision not to allow the contractor for taking away the Tools & Plant, machinery etc. from site was taken in a scenario when the contractor had unilaterally abandoned the work w.e.f. 03.12.2019. Now contractor had restarted the works under both the contracts. Therefore EIL being the PMC of project should certify that the materials are not required to complete the balance works. However, EIL at its own discretion may allow the contractor to take away the material as a routine practice being followed earlier by EIL.

Item: BAC: 47:2020:6

Any other item with the permission of Chair – NIL

Item: BAC: 47:2020:7

Current agenda – Following Issues raised after the release of agenda items were discussed by BAC

- A. The letter no. F.No.50-1/2020-CU-IV dated 11.03.2020 from the Under Secretary, MHRD addressed to the Registrar, CUPB for the delay in completion of project and consequences.

The committee noted that Under Secretary MHRD vide letter no. F.No.50-1/2020-CU-IV addressed to the Registrar, CUPB for the delay in completion of project and consequences had forwarded the copy of Ministry of Petroleum & Natural Gas' DO letter no. 12042/5/2019-OR-II/P-30341 dated 27.02.2020. In the above referred DO letter of MoPNG, the Joint Secretary MoPNG had forwarded the letter no. EIL/A372/2020/DP/28 dated 19.02.2020 wherein the concerns regarding fees and the reasons for delay in completion had been highlighted by EIL.

The committee discussed the letter in detail and proposed that the point-wise reply should be submitted to the Joint Secretary, MHRD by CUPB.

- B. The email dated 06.03.2020 of M/s PSDA for the payment for omitted works, additional tender packages and extra works, and the letter dated 29.11.2019 for the same issues.

The committee noted that M/s PSDA had requested CUPB to provide the compensation amounting to Rs. 68,93,100/- for Phase-1A works as communicated vide their letter dated 04.03.2020 and on additional amount of Rs. 37,38,420/- for Phase-1B works as informed vide letter dated 06.03.2020.

The committee was of a view that EIL while making the recommendations for the extension of completion period of the works had been assigning the major reasons for the delays as the delay in issue of drawings and other reasons attributable to the Architect. Moreover penalty of 10% have already been levied on the Architect for phase-1A works and the Show Cause Notice have been served for delay penalty for Phase-1B works. Therefore, at an outset there seems to be no reason for any compensation to be paid to the architect. Further, the committee directed that all the letters of PSDA for compensation against the delay in works or for the payments against the omitted works, additional tender packages and extra works should be forwarded to EIL for obtaining its recommendations being the PMC of the project.

Further, the committee noted that lot of design defects have been observed during the execution of works and also while checking the buildings. Some of these defects or faults attributing to the delay in works and cost escalation of the project are listed

as below:

1. The structural design provided by the Architect was defective and during the checking and review by EIL, the design required a lot of changes which were subsequently got vetted by IIT-Delhi. The same led to increase in quantity of concrete and steel in Phase-1A works including causing delays for the execution of works.
2. During the execution of works in academic block, it came to the notice of university that in class and laboratory rooms the wall facing the corridors were having large size glass windows. It was a serious design defect from user point of view as it would divert the concentration of students during studies. Therefore, to make the building useful from academic point of view, CUPB was forced to get this design defect rectified by changing this large size glass window to normal brick wall.
3. The clear height of the toilets after providing false ceiling in the toilet blocks of all the hostels was not in line with the minimum clear height required as per building bye laws. The poor-coordination of public health consultant, the structural consultant deployed by Architect. The Architect itself has led to the reduced clear height in the toilet blocks which is one of the major design faults.
4. Many other defects such as height of overhead shower in the Guest House washrooms, provisions of ventilation shafts in the hostels, provision of double railing on the ramps, provision of steel trellis in the buildings, provision of big hall type class rooms in the academic block, provision of lot of glass façade in the residences etc. have been observed.

The above defects reflect that the usability from the users point of view were never considered by the architect. Therefore, the committee directed that a show cause notice should be served to architect to seek a reason as to why an additional penalty of 5% should not be imposed by invoking the clause no. 10.3 of the agreement between CUPB and PSDA.

Further, the committee was of the opinion that as EIL was the PMC of the project and was liable to check the design from the user's point of view therefore, it was also the responsibility of EIL to highlight these defects for which EIL had failed miserably. Wherever BAC/CUPB intervened, the cost of work got reduced. Instead of blaming the architect, EIL should have pointed out these defects before the start or even during the execution. The same issues should have been raised by EIL but EIL failed to safeguard the interests of CUPB. Therefore a letter should also be written to EIL for seeking the justification on their part.

Resolve:

The RAC discussed and unanimously resolved as under:

1. **That all the letters of PSDA for compensation against the delay in works or for the payments against the omitted works, additional tender packages and extra**

- works should be forwarded to EIL for obtaining its comments/recommendations being the PMC of the project.
2. That a show cause notice be served to Architect consultant.
 3. That a show cause notice should also be served to EIL seeking the clarification that why EIL should not be penalized for their inability to identify the defects from the user point of view.

C. The provision for LED lights in all the buildings being constructed in Phase-1B.

The committee was apprised that BAC in its previous meetings had discussed that the contractor was charging enormously high rates for the substituted extra item for providing LED lights instead of CFL lights as provided in the contract therefore the LED lights of Phase-1A and 1B works were earlier proposed to be executed by CUPB itself. However, EIL recommended that the contractor has already given the advances and placed the order for the procurement of LED light fixtures of Phase-1A works. Therefore, during subsequent BAC/SCBAC meetings it was apprised that the LED fixtures for Phase-1A works were permitted to be got executed from the contractor, however, it was desired that LED lights for Phase-1B buildings would be provided directly by CUPB at an appropriate time. EE CUPB discussed that as the contractor and EIL had informed that the Phase-1B buildings were likely to be completed in a couple of months, therefore the process for procurement of LED lights and its installation was required to be initiated by CUPB.

Resolve:

The committee discussed and unanimously resolved that the proposal for procuring the LED lights and its installation should be prepared by the Engineering Wing and the same should be got approved from the Vice-Chancellor as the Chairman BAC before execution.

Item: BAC: 47:2020:8

Fixing date of the next meeting of the Building Advisory Committee – The Committee authorized the Chairman of BAC to fix the next date of meeting.

Mr. Kanwal Pal Singh
Registrar & Member Secretary, BAC



Approved by
Prof. R.K.Kohli
Vice-Chancellor & Chairman, BAC