

Central University of Punjab, Bathinda

Ref. No. : CUPB/CC/12/BAC/1372

Dated : 17 November 2012

Proceedings of the meeting of the Building Advisory Committee (BAC) held on 17th November 2012 at the Conference Room, City Campus, Mansa Road, Bathinda

The following members were present:

(a) Dr. Moin Uddin	-	Member
(b) Dr. S.K. Salwan	-	Member
(c) Dr. R. S. Khandpur	-	Member
(d) Mr. A. N. Chowdhry	-	Member
(e) Ar. Charanjit Singh	-	Member
(f) Ar. S.L. Kaushal	-	Member
(g) Er. T.S. Chahal	-	Member
(h) Sh. Purushottam Doijode	-	Member
(i) Prof. P. Ramarao	-	Member
(j) Prof. R.G. Saini	-	Member
(k) Prof. P.S. Ramana	-	Member
(l) Mr. Gurtej Singh Sra	-	Member
(m) Col.(Retd.) Jagdev Kartar Singh	-	Member Secretary

Item No. BAC:9:2012:1 **To consider progress of work of the Architect Consultant M/S C. P. Kukreja Associates of New Delhi engaged to prepare the Master Plan of the Main Campus of the University**

The committee examined the progress of the project taking into consideration the provisions of the agreement and the plans submitted by the firm. The committee observed that:

1. The following provisions of the agreement have not been adhered to:

(a) Clause 2.0. The work of development of Master Plan was to be executed in phases according to scheduled expansion of campus and availability of funds in accordance with the vision, statement and requirements of the university and the present agreement was executed for First Phase work. The firm has neither considered nor consulted the university on these issues before preparing the master plans and has, therefore, violated this clause of the agreement.

(b) Clause 3.1. The contract had been signed for the preparation of three alternate Master Plans of the area to meet the requirements and to the entire satisfaction of the university. The information provided to the Architect Consultant in the Client's Brief as highlighted in Annexures IB and IC was only indicative and the

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exact requirements worked out by the university through several expert committees was required to be incorporated in the Master Plan before commencing the work. Mr. Dikshu Kukreja and Mr. Subhash Kapoor of the firm were informed about all these requirements of the university in the meeting of the Building Advisory Committee held on July 10, 2012 at New Delhi and again in the meeting held with the university officials on July 27, 2012 at the City Campus, Bathinda. The firm was also informed of the requirements of the university to be incorporated in the Master Plan in writing vide letter No. CUPB/CC/12/Master/4179 dated 24 September 2012. Though it was acknowledged by the firm vide its e-mail dated 27 September 2012, and the firm had agreed to include these requirements while preparing the Master Plans. The firm neither discussed these with the university officials nor incorporated these in the Master Plans. The matter was again brought to the notice of Mr. Subhash Kapoor during the meeting of Building Advisory Committee on October 04, 2012 at the City Campus, Bathinda and conveyed in writing also vide university letter CUPB letter No. CUPB/CC/12/4265 dated October 04, 2012 on the recommendations made by the Building Advisory Committee. The firm tried to evade the issue vide its letter dated 11 October 2012. Thereafter, the requirements of the university were again impressed upon the firm vide letter No. CUPB/CC/12/Planning/4438 dated 16.10.2012 of the Registrar. The firm once again acknowledged to incorporate these requirements vide its letter dated October 17, 2012, but these have not been considered by it so far. Therefore, the Master Plans submitted are not as per requirement and to the satisfaction of the university. Thus the firm has violated Clause 3.1.

(c) Clause 3.2. The Architect Consultant was required to submit the overall project schedule in the form of a network on time scale highlighting all the major milestones of the project, which was to be approved by the university to form the basis of monitoring as well as dovetailing function schedules. Although the agreement was signed on August 22, 2012, this important requirement was completely ignored till the Architect Consultant was called to report the progress of the project by the university on September 18, 2012. Despite pointing out these shortcomings to the Architect Consultant on October 04, 2012, the Architect Consultant submitted incomplete project schedule in the form of bar charts only on October 17, 2012. This does not have approval of the university as required in the agreement.

(d) Clause 4.0. The requirements of the Scope of Services have been prepared without consultations with the university. Instead the firm has sent the master plans on CDs hurriedly vide its letter dated October 18, 2012 that was received in the university for consideration on October 22, 2012 just to fulfill its obligations before

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the stipulated last date in the agreement for submission of Master Plan.

The committee further observed that:

1. The firm sent the preliminary Master Plans vide its letter dated October 18, 2012 which were received for consideration at the university on October 22, 2012 after protracted correspondence without carrying out detailed study of topography, natural slopes and flow of water, and without consulting the University. Instead the firm has based its design alternatives solely on the information provided in the Client's Brief which were just indicative. The detailed requirements worked out by the university for various Schools/Centres/Facilities by taking inputs of the experts have not been taken into consideration. The three Master Plan alternatives submitted by the firm are devoid of all practicability, have no relevance with the requirements of the University. These are not technically feasible and do not suit the actual site conditions and as such none of these can be implemented. The committee accordingly opined that the Master Plan alternatives sent by M/s C.P. Kukreja Associates cannot be accepted.

2. Earlier the firm was called on 4.10.2012 to present the progress of the work to the Building Advisory Committee but the representative, Mr. Subhash Kapoor was found to be not familiar with the details of the site as confessed by him. In today's meeting, a different team has come, which is also not conversant with the site conditions as well as the provisions of the agreement. The committee provided two opportunities to this team for presentation and discussion as per Registrar's letter of 9.11.2012. However, the representatives of the firm persistently maintained 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". The committee further observed that every time the consultant is sending a different representative and as such no responsible officer has been deputed by the firm to work for the university which has seriously jeopardized the continuity of discussions and completion of the Master Plan has been inordinately delayed.

3. The representatives of the firm also refused to accept any delay on their part and were non-committal to adhere to the stipulated timeline of four months for the completion of Master Planning work including approvals from the Government agencies. The fact that "the firm did not consider discussions with the university necessary" is against all norms of architectural procedures because planning is always in context to the site conditions and taking into consideration the requirements of the user. The committee felt that the Architect Consultant is taking the assignment very casually and the preliminary Master Plans suffer from the flaws elaborated above.

4. Keeping in view the aforesaid facts and circumstances, the committee is of the considered opinion that the Master Plans submitted by the firm have been prepared in violation of the terms and conditions laid down under Clauses 2.0, 3.1, 3.2, Preamble of Clause 4.0, Note to sub clause 4.5 of preamble, Clause 4.1 (Details of Scope of Services, Time and Payment) and Clause 16 of the agreement and the same are not acceptable. Due to

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poor performance, delays and rigid attitude of the Architect Consultant, it is not financially and professionally desirable to continue with the firm, which has not even cared upto now to discuss the plan as per the requirements of the university and look properly into the actual site conditions.

5. The committee, therefore, recommends that the contract with M/S C. P. Kukreja Associates for preparing the Master Plan be terminated at this stage after obtaining legal opinion and serving a legal notice to the Architect Consultant as per the provisions of the agreement. Besides, termination of the agreement with the Architect Consultant due to delays in executing the project, the firm has also made itself liable to liquidated damages as per the provisions of the agreement and compensation due to loss of time of the university.

Item No. BAC:9:2012:2 To consider the Draft Agreement (Annexure II) to be signed with M/S Engineers India Limited, the Project Management Consultant engaged for the Main Campus work of the University

It was resolved that the item be got approved through circulation.

Item No. BAC:9:2012:3 To reconsider the decision of the Building Advisory Committee regarding the assignment of Architectural Design work to M/S C. P. Kukreja Associates as recommended vide Proceedings of the Committee dated 13 February 2012

The Committee observed that the firm has failed on all accounts to deliver the Master Plans as evident from the details at Item No. BAC:9:2012:1 above. In the event of architectural design work of buildings is also assigned to such a firm, the university is likely to suffer inordinate delays and financial losses. Therefore, the Committee is of the opinion that it will be in the interest of the university, to rescind the decision taken earlier during the BAC meeting held on February 13, 2012 at the City Campus, to allot the architectural design work to the same firm and recommends for its cancellation.



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Pro Vice Chancellor, Delhi Technological
University
Member of 1st Executive Council, CUPB
Member



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Distinguished Professor & Chairman, Armaments
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Member, Finance Committee, CUPB
Member



Dr. R. S. Khandpur
Director General, Pushpa Gujral Science City
Member



Mr. A. N. Chowdhry
Retd. Chief Engineer, PWD
Member

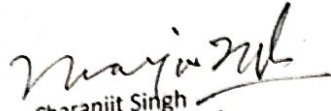
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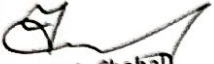




Ar. Charanjit Singh
(Retd., Chief Architect Punjab, Patiala)
Member



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



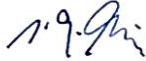
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Registrar & Member Secretary