



**Maharaja Ranjit Singh
Punjab Technical University,
Bathinda-151001**

AGENDA

**FOR THE 11TH SPECIAL MEETING OF
BOARD OF GOVERNORS
TO BE HELD**

**on 08.10.2020 at 12:00 noon
Via Video Conference**

MEMBERS ON BOARD OF GOVERNORS

(In accordance with Clause No. 13 (5 b) (9) and (14) of University Act No. 05 of 2015)

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| 1. Principal Secretary,
Department of Technical Education & Industrial Training, Pb. | Chairman |
| 2. Vice-Chancellor
Maharaja Ranjit Singh Punjab Technical University | Member |
| 3. Vice-Chancellor
Inder Kumar Gujral Punjab Technical University | Member |
| 4. Secretary Finance
Department of Finance, Government of Punjab | Member |
| 5. Director
Technical Education & Industrial Training, Punjab | Member |
| 6. Chairman, North West Committee
All India Council for Technical Education, Chandigarh | Member |
| 7. President or his nominee
Confederation of Indian Industries | Member |
| 8. Director
Indian Institute of Technology, Ropar | Member |
| 9. Registrar
Maharaja Ranjit Singh Punjab Technical University | Ex-Officio-Secretary |

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ITEM NO. 11.1 Decision on the representation of M/s ASC Builders Pvt. Ltd., Bathinda submitted to the Chairman, BOG-cum-PSTE&IT Govt. of Punjab on the direction of Hon'ble High Court vide CWP No. 12127 of 2020.

- I. The contractor M/s ASC Builders Pvt. Ltd. Bathinda has approached to Hon'ble High Court for the States of Punjab & Haryana through CWP No. 12127 of 2020. Hon'ble High Court disposed of the petition with direction to the University through its Vice Chancellor to consider representation dated 24-07-2020 of the contractor in accordance with rules and laws and in the light of the recommendations made by the officials of respondent no. 2 and to take appropriate action there upon within a period of eight weeks from the date of receipt of certified copy of this order. In case, an amount is found payable, the same shall be released within further period of two weeks (**Annexure-A, page 04 to 53**). The representation dated 24-07-2020 of the contractor was addressed to the Hon'ble Principal Secretary, Department of Technical Education & Industrial Training, Punjab-cum-Chairman, Board of Governors of the University.

In his representation the contractor has claimed that he has completed the work to the extent of Rs. 140 crores and the University has already released payment of Rs. 115 crores. Therefore, the abstract of project cost was sought from Executive Engineer, MRSPTU, Bathinda, which is attached as (**Annexure-B, page 54 to 55**). The summary of the details provided by Executive Engineer are as follows: -

Sr. No.	Description	Amount in Rupees
1	BOQ Cost (Civil + PHE + Fire Fighting) of the project(A)	97,79,33,554
2.	Total savings as submitted by Estate Department as per Abstract (B) (Civil, Electrical, PHE etc.)	33,40,35,278
	Cost of the project after savings as per BOQ (A-B)	64,38,98,276
	Savings due to decreased quantities/ replacement	17,78,24,608
	Savings due to items not executed	15,62,10,670
3.	Additional cost due to variation in quantities above BOQ and additional items, claim paid for variation in cement content, Escalation claim already paid for steel	52,74,50,419
4	Pending claims (DNIT items) including increase in quantities	18,40,84,024
	Pending claims (Non DNIT items)	3,81,30,866
	Pending claims (Escalation etc.)	1,62,13,401

	Pending claims of contractor yet to be measured or checked	23,84,28,291
5	Total claim by contractor including paid amount of Rs. 117,13,48,695 as stated by the estate office	140,97,76,986

II. As per the abstract of project cost submitted by Executive Engineer of MRSPTU, Bathinda, it can be summarized that: -

1. The total BOQ cost of the project was Rs. 97.79 crores
2. The total savings in the project amounts to 33.40 crores due to items not executed/decrease in quantities from BOQ.
3. After deductions of saving the project cost has come down to 64.39 crores.
4. An additional cost of Rs. 52.74 crores has been paid due to variations in quantities above BOQ and variation in cement content and escalation.
5. In addition, pending claims of Rs. 23.84 crores are yet to be checked/measured by the Estate office making the total claim of contractor including paid amount as Rs. 140 crores.

III. All the additions/substitutions of various items of work above original BOQ were taken up by the 8th Building Works Committee of the University but the agenda item did not give breakup of additional cost item wise, however the committee observed that any additionality may be approved, but the total cost of project will not exceed than the project tender cost of Rs. 115 crores vide item no. 8.4 (**Annexure-C, page 56 to 58**), which is yet to be approved by Board of Governors of the University. The Contractor has already been paid much higher than the tender amount of Rs. 115 crores, which was accepted by the contractor at Rs. 98.35 crores on 14.58% discount.

IV. In reference to above, a committee was constituted by the Principal Secretary to Govt. of Punjab, Department of Technical Education & Industrial Training-cum-Chairman, Board of Governors of the University vide letter memo no. 337/ECC dated 25-09-2020 (**Annexure-D, page 59**) to verify the facts regarding the claim of the contractor. The report of the committee is enclosed as **Annexure-E, page 60 to 179**. The contractor has refused for the face tile work even though he has accepted to do it in the contract agreement and instead of sticking to the agreement conditions, much higher rates were demanded by him. The contractor has been paid much higher rates for the additions/substitutions. The completion time was also extended without any valid reason and ignoring the liquidity damage clause of the agreement, resulting that the loss to exchequer of the

University. The committee has observed the claim of contractor invalid, who has already been paid the amount much higher than the contract award.

- V. The BoG had approved this tender under item no. 6.6 (i) of its 6th meeting held on 25-07-2017. The contractor had accepted this tender on the rebate of 14.58% @ Rs. 98.35 crores. After that no additional or supplementary contract was signed by the University with the contractor. He has been paid Rs. 118.80 crores (**Annexure-F, page 180 to 182**), much higher than the contract amount. This amount of Rs. 20.45 crores paid over and above the contract amount is also without any approval/sanction of the BoG.
- VI. As referred at annexure P/3 in CWP No. 12127 of 2020, this letter was issued to the contractor on 27-04-2020 by the Executive Engineer of the University, mentioning that the work of Rs. 140.38 Crores, has been completed, which had been withdrawn by the Executive Engineer on 23-06-2020 (**Annexure-G, page 183**).
- VII. Further, the contractor in his representation vide para no. 7 stated that the Technical Advisor to Hon'ble Chief Minister has vetted/checked enhancement in the work from Rs. 115 crores to Rs. 140 crores, which is factually incorrect. The letter issued by the office of Technical Advisor to CM says as below:
- "as the major part of the work has already been executed and paid for, any comments regarding the executed work and decision already taken by the Employer cannot be offered"*(Annexure-H, page 184).
- VIII. **Based on the facts explained above contractor has already been paid more than the amount for which the work was allotted to him. The Contractor is asking for payment of works which he was never authorized to carry out by the University, hence nothing is payable to him rather the already excess amount paid to him may be recovered.**

The matter is placed before the Board for deliberation and decision.