sl.No.	Description	Amount claimed by Chennai Engineers	As per record and statement	difference	Remarks
4	Deduct advance payment with us	1131000	1224294		Moblisation advance paid Rs. 3200000 and balance to be recovered Rs. 1224294 as per record
	Total balance payable	**5568902**			

sl.No.	Description	Amount claimed by Chennai Engineers	As per record and statement	difference +/-	Remarks
1	Payments				
a	Teak wood difference cost (as per certified RA bill 10)	1116168	1179177	-63009	The amount has been certified by M/s.CARD for payment to M/s.Chennai Engineers. This needs to be examined and certified for the final derived cost prepared submitted by M/s.CARD. They have adopted indirect method for wood cost.
b	Retentions pending for various work done at Kalakshetra Foundation	1274056	1225861	48195	(1194994 for koothambalam+30867 car parking lot work)
c	Security Deposit	550000	500000	50000	M/s.chennai Engineers deposited for Rs. 5.00 Lakh security deposit as per the contract
	Earnest Money Deposit	0	50000	-50000	M/s.chennai Engineers deposited for Rs. 50000/-as EMD for the work. Originially a cheque for Rs. 50,000/- submitted by the contractor was bounced by the bank. As recommended by M/s.CARD, the EMD amount collected before the award of the work.
d	Non tender after bill 10 and part (ref. letter 6th Nov 2013)	140199	0	140199	adjusted in the material advance payment. ~~Final payment amount will be considered and settled after scrutiny of rate analysis~~
2	Idealing charges for men, materials and machineries				
a	Supervisor salary and during for six months from the date of 10th bill	240000	Not applicable as per contract		the cost detailed as per sl.1a, b, c, d and 2 a by contractor Rs. 33,20,423
b	Idealing charges for Burma teak Wood and tiles and machineries (worth Rs. 18,00,000.00)	1188000	Not applicable as per contract		
3	Nominal bank interest for payments (app Rs.33,20,423.00) ie Si no 1 - a to d and Si no 2 - a)	2191479	Not applicable as per contract		the cost detailed as per sl.2a,b,and 3 for Rs 3619479
		6699902			

2

2

sl.No.	Description	Amount claimed by Chennai Engineers	As per record and statement	difference	Remarks
4	Deduct advance payment with us	1131000	1224294	-93294	Moblisation advance paid Rs. 3200000 and balance to be recovered Rs. 1224294 as per record
	Total balance payable	**5568902**		32091	
	summary as per chennai engineer statement		1667735		
	Balance to be paid as per statement		1333169	Rs.1179177 of Rs. 1333169 is the cost due, being the wood cost escalation which needs to be scrutinised and derive the rate for the final cost.	statement enclosed. This amount withheld and paid for defective work in roof leakage and rectification purpose
	difference in total	plus	334566		

3320423

3619479

3

3

sl.No.	Description	Amount claimed by Chennai Engineers	As per record and statement	difference	Remarks
1	Payments				
a	Teak wood difference cost (as per certified RA bill 10)	1116168	1179177	-63009	The amount has been certified by M/s.CARD for payment to M/s.Chennai Engineers. This needs to be examined and certified for the final derived cost prepared submitted by M/s.CARD. They have adopted indirect method for wood cost.
b	Retentions pending for various work done at Kalakshetra Foundation	1274056	1225861	48195	(1194994 for koothambalam+30867 car parking lot work)
c	Security Deposit	550000	500000	50000	M/s.chennai Engineers deposited for Rs. 5.00 Lakh security deposit as per the contract
	Earnest Money Deposit	0	50000	-50000	M/s.chennai Engineers deposited for Rs. 50000/-as EMD for the work. Originially a cheque for Rs. 50,000/- submitted by the contractor was bounced by the bank. As recommended by M/s.CARD, the EMD amount collected before the award of the work.
d	Non tender after bill 10 and part (ref. letter 6th Nov 2013)	140199	0	140199	adjusted in the material advance payment. Final payment amount will be considered and settled after scrutiny of rate analysis
2	Idealing charges for men, materials and machineries				
a	Supervisor salary and during for six months from the date of 10th bill	240000	Not applicable as per contract		the cost detailed as per sl.1a, b, c, d and 2 a by contractor Rs. 33,20,423
b	Idealing charges for Burma teak Wood and tiles and machineries (worth Rs. 18,00,000.00)	1188000	Not applicable as per contract		
3	Nominal bank interest for payments (app Rs.33,20,423.00) ie Si no 1 - a to d and Si no 2 - a)	2191479	Not applicable as per contract		the cost detailed as per sl.2a,b,and 3 for Rs 3619479
		6699902			

4

4

								6517501	274683	6792184	138835	138097	459	622390	6169794					
					balance	service tax	total			6792184										
	Difference		7760758	6517501	1243257	51222	1294479													
	Balance				1179177	difference	64080													

III. Details of the payment cleared to the M/s.Chennai Engineers - Roof Insulation board fixing work

sl.No	Bill serial	date	Bill amount	Dis - allowed	difference	actual bill value	deduct already paid	In this bill value	service tax 4.12% Add	A sub total	Income tax 2% deduct	VAT Sales tax 2% deduct	Retention amount on A 5% deduct	Total deductions	Net payable	certified bill value
1	1st & part	9/13/2010	2280000	0	0	2280000	0	2280000	93936	2373936	47479	47479	114000	208957	2164980	2915426
2	2nd& part	11/3/2010	3407317	135567	0	3271750	2280000	991750	40860	1032610	20652	20652	49588	90892	941718	3407316
3	3rd &part	1/6/2011	0	0	0	0	0	0	0	0	0	0	0	0	281902	2989848
	Actual bill amount							3271750	134796	3406546	68131	68131	163588	299849	2824796	
	claimed															
1	1st & part	9/13/2010	2280000	0	0	2280000	0	2280000	93936	2373936	47479	47479	114000	208957	2164980	2915426
2	2nd&Part	11/3/2010	2989848	0	0	2989848	2280000	709848	29246	739094	14782	14782	35492	65056	674038	2989848
															2839017	
	Difference		11614	0	0	11614	0	11614	478	12092	242	242	581	1064	11028	
												2129			14221	
	cross checking															
1	Certified bill amount	1/6/2011	2989848	0	0	2989848	0	2989848	123182	3113030	62261	62261	149492	274014	2839016	Difference
2	Actually paid		2974871	0	0	2974871	0	2974871	122565	3097436	61949	61949	148744	272641	2824795	14221
3	Diffference to be paid balance		14977	0	0	14977	0	14977	617	15594	312	312	749	1373	14221	0

Summary

		Claimed	Paid			excess	Mius				Difference	Retention amount		moblisation adv account
1	I. For tender items	14105756	14277871			172115			wood cost		rate	685947		3200000
2	II. For Non tender items	7760758	6517501				1243257		1179177		64080	345459		
3	III. Roof insulation board work	2989848	2974871				14977					163588		1975706
		A	B			C	D							
		24856362	23770243			172115	1258234	Minus				Plus		minus
	Total difference	minus	1086119		ok		1086119	1086119				1194994		1224294
	=(F+G-E)							E				F		G
							To be paid				1333169	to be kept for defective work rectification		

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I. Details of the payment cleared to the M/s.Chennai Engineers - Tendered items

sl.No	Bill serial	date	Bill amount	Dis - allowed	difference	actual bill value	deduct already paid	In this bill value	service tax 4.12% Add	A sub total	Mobilisation advance	B sub total	material advance anutone board deduct	Income tax 2% deduct	VAT Sales tax 2% deduct	Retention amount on A 5% deduct	Total deductions	Net payable	certified bill value	cross check
	advance	7/29/2010	3200000	0	0	3200000	0	3200000	0	3200000										
1	1st & part	9/13/2010	2915426	129500	0	2785926	0	2785926	114780	2900706	787500	2113206	0	64000	64000	0	128000	3072000		
2	2nd& part	11/4/2010	2304980	0	0	2304980	0	2304980	94965	2399945	0	0	0	44560	44560	139296	228416	1884790	2915426	
3	3rd &part	1/17/2011	1576154	0	0	1576154	0	1576154	64938	1641092	186260	0	0	47999	47999	115249	211247	2188698	5090904	5090906
4	3/4th interim	1/31/2011	149552	0	0	149552	0	149552	0	149552	0	0	0	32822	31523	82055	146399	1308432		
5	3rd &mat	2/14/2011	1562281	0	0	1562281	0	1562281	64366	1626647	252160	0	0	0	0	0	0	149552		
6	4th& interim	3/24/2011	678445	0	0	678445	0	678445	0	678445	96928	0	0	32533	32533	81332	146398	1228089		
7	4th & part	5/26/2011	1214071	0	0	1214071	0	1214071	50020	1264091	78251	0	281903	13569	13569	33922	61060	520457		
8	5th & mat	6/16/2011	752272	0	0	752272	0	752272	0	752272	0	0	0	25282	25282	63205	113768	790169	9592936	10271409
9	5th & part	9/15/2011	2052868	0	0	2052868	0	2052868	84578	2137446	149829	0	1430717	15045	15045	0	30091	722182		
10	6th & mat	10/17/2011	463612	0	0	463612	0	463612	0	463612	0	0	0	14135	14135	72950	101220	455680	11645800	13076549
11	7th & mat	11/15/2011	481556	0	0	481556	0	481556	0	481556	0	0	0	9272	9272	0	18544	445068		
12	6th &7th pt	12/20/2011	942144	0	0	942144	0	942144	38816	980960	287600	0	463612	9631	9631	0	19262	462294		
13	8th & mat	12/23/2011	495471	0	0	495471	0	495471	0	495471	0	0	0	10347	10347	49048	820954	160006	12587994	14963861
14	9th & mat	1/26/2012	388878	0	0	388878	0	388878	0	388878	0	0	0	9909	9909	0	19819	475653		
15	8th & part	1/30/2012	939122	0	0	939122	0	939122	38692	977814	137178	0	481556	9925	9925	48891	687475	290339		
16	9th & part	2/9/2012	578640	0	0	578640	0	578640	0	578640		0	884349	0	0	0	884349	-305709	14105756	
17	10th & part	10/5/2013	133594	0	0	133594	0	133594	0	133594	0	0	-305709	0	0	0	-172115	0	balance to be recovered 172115	14105738
	bill including material advance					17499566		17365972	551155	18050721	1975706			282807	281509	685947	3504559	11760440		
	material adv	account						3260234					3260234							
	Actual bill amount					14105756		14105738	difference	18	ok				Paid	14277871				
	Balance										1224294	retention balance to be recovered								

II. Details of the payment cleared to the M/s.Chennai Engineers - Non tendered items

sl.No	Bill serial	date	Bill amount	Dis - allowed	difference	actual bill value	already paid	In this bill value	service tax 4.12% Add	A sub total	Income tax 2% deduct	Sales tax 2% deduct	Retention 5% deduct	Total deductions	Net payable	Remarks
1	11th &part	3/31/2012	7760758	1179177	63980	6517601	6479651	37950	1564	39514	790	790	1976	3556	35957	
2	10th & part	12/22/2011	7293130	749499	63980	6479651	6061431	418220	17231	435451	8709	8709	21773	39191	396260	
3	9th & part	12/22/2011	6703021	639459	2131	6061431	5854595	206836	8522	215358	4307	4307	10768	19382	195975	
4	8th & part	11/28/2011	6494462	639459	408	5854595	5690118	164477	6776	171253	3425	3425	8563	15413	155841	
5	7th & part	10/24/2011	6332077	639459	2500	5690118	4785428	904690	37273	941963	18839	18839	47098	84777	857187	
6	6th & part	9/28/2011	5428981	639459	4094	4785428	3440958	1344470	55392	1399862	27997	27997	69993	125988	1273875	excess
7	5th & part	9/15/2011	1337374		0	1337374	736821	600553	24743	625296	12506	12506	31265	56277	569019	recovered
8	4th & part	3/25/2011	736821		0	736821	0	736821	30357	767178	15344	15344	38359	69046	698132	w.r.to
9	3th & part	2/24/2011	567121		0	567121	0	567121	23365	590486	11810	11810	29524	53144	537343	retention
10	2nd &part	2/4/2011	746242		0	746242	0	746242	36907	783149	18654	17916	46635	83205	699944	=41134-
11	1st & part	11/2/2010	790121		0	790121	0	790121	32553	822674	16453	16453	39506	72413	750261	39506 =1628

3

Details of the payment cleared to the M/s.Chennai Engineers - Non tendered items

									service tax	A	Income tax	Sales tax	Retention amount on A			
									4.12%		2%	2%	5%			
sl.No	Bill serial	date	Bill amount	Dis - allowed	difference	actual bill value	already paid	In this bill value	Add	sub total	deduct	deduct	deduct	Total deductions	Net payable	Remarks
1	11th &part	3/31/2012	7760758	1179177	63980	6517601	6479651	37950	1564	39514	790	790	1976	3556	35957	
2	10th & part	12/22/2011	7293130	749499	63980	6479651	6061431	418220	17231	435451	8709	8709	21773	39191	396260	
3	9th & part	12/22/2011	6703021	639459	2131	6061431	5854595	206836	8522	215358	4307	4307	10768	19382	195975	
4	8th & part	11/28/2011	6494462	639459	408	5854595	5690118	164477	6776	171253	3425	3425	8563	15413	155841	
5	7th & part	10/24/2011	6332077	639459	2500	5690118	4785428	904690	37273	941963	18839	18839	47098	84777	857187	
6	6th & part	9/28/2011	5428981	639459	4094	4785428	3440958	1344470	55392	1399862	27997	27997	69993	125988	1273875	excess recovered w.r.to retention =41134-39506 =1628
7	5th & part	9/15/2011	1337374		0	1337374	736821	600553	24743	625296	12506	12506	31265	56277	569019	
8	4th & part	3/25/2011	736821		0	736821	0	736821	30357	767178	15344	15344	38359	69046	698132	
9	3th & part	2/24/2011	567121		0	567121	0	567121	23365	590486	11810	11810	29524	53144	537343	
10	2nd &part	2/4/2011	746242		0	746242	0	746242	36907	783149	18654	17916	46635	83205	699944	
11	1st & part	11/2/2010	790121		0	790121	0	790121	32553	822674	16453	16453	39506	72413	750261	
								6517501	274683	6792184	138835	138097	345459	622390	6169794	
					balance	service tax	total			6792184						
	Difference		7760758	6517501	1243257	51222	1294479									
	Balance				1179177	difference	64080									

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Details of the payment cleared to the M/s.Chennai Engineers - Roof Insulation board fixing work

									service tax	A	Moblisation advance	B		Income tax	VAT Sales tax	Retention amount on A			
							deduct		4.12%					2%	2%	5%			
sl.No	Bill serial	date	Bill amount	Dis - allowed	difference	actual bill value	already paid	In this bill value	Add	sub total	Moblisation advance	sub total		deduct	deduct	deduct	Total deductions	Net payable	certified bill value
1	1st & part	9/13/2010	2280000	0	0	2280000	0	2280000	93936	2373936	0	2373936		47479	47479	114000	208957	2164980	2915426
2	2nd& part	11/3/2010	3407317	135567	0	3271750	2280000	991750	40860	1032610	0	1032610		20652	20652	49588	90892	941718	3407316
3	3rd &part	1/6/2011	0	0	0	0	0	0	0	0	0	0		0	0	0	0	281902	2989848
	Actual bill amount							3271750	134796	3406546	0	3406546		68131	68131	163588	299849	2824796	
1	1st & part	9/13/2010	2280000	0	0	2280000	0	2280000	93936	2373936	0	2373936		47479	47479	114000	208957	2164980	2915426
2	2nd&Part	11/3/2010	2989848	0	0	2989848	2280000	709848	29246	739094	0	739094		14782	14782	35492	65056	674038	2989848
																		2839017	
	Difference		11614	0	0	11614	0	11614	478	12092	0	12092		242	242	581	1064	11028	
															14221			14221	
	cross checking																		
1	Certified bill amount	1/6/2011	2989848	0	0	2989848	0	2989848	123182	3113030	0	3113030		62261	62261	149492	274014	2839016	Difference
2	Actually paid		2974871	0	0	2974871	0	2974871	122565	3097436	0	3097436		61949	61949	148744	272641	2824795	14221
3	Diffference to be paid balance		14977	0	0	14977	0	14977	617	15594	0	15594		312	312	749	1373	14221	0

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Detail[illegible] the payment cleared to the M/s.Chennai Engineers - Ten[illegible] items

sl.No	Bill serial	date	Bill amount	Dis - allowed	difference	actual bill value	deduct already paid	In this bill value	service tax 4.12% Add	A sub total	Mobilisation advance	B sub total	material advance anutone board deduct	Income tax 2% deduct	VAT Sales tax 2% deduct	Retention amount on A 5% deduct	Total deductions	Net payable	certified bill value
	Moblisation advance	7/29/2010	3200000	0	0	3200000	0	3200000	0	3200000				64000	64000	0	128000	3072000	
1	1st & part	9/13/2010	2915426	129500	0	2785926	0	2785926	114780	2900706	787500	2113206	0	44560	44560	139296	228416	1884790	2915426
2	2nd& part	11/4/2010	2304980	0	0	2304980	0	2304980	94965	2399945	0	0	0	47999	47999	115249	211247	2188698	5090904
3	3rd &part	1/17/2011	1576154	0	0	1576154	0	1576154	64938	1641092	186260	0	0	32822	31523	82055	146399	1308432	
4	3/4th interim	1/31/2011	149552	0	0	149552	0	149552	0	149552	0	0	0	0	0	0	0	149552	
5	3rd &mat	2/14/2011	1562281	0	0	1562281	0	1562281	64366	1626647	252160	0	0	32533	32533	81332	146398	1228089	
6	4th& interim	3/24/2011	678445	0	0	678445	0	678445	0	678445	96928	0	0	13569	13569	33922	61060	520457	
7	4th & part	5/26/2011	1214071	0	0	1214071	0	1214071	50020	1264091	78251	0	281903	25282	25282	63205	113768	790169	9592936
8	5th & mat	6/16/2011	752272	0	0	752272	0	752272	0	752272	0	0	0	15045	15045	0	30091	722182	
9	5th & part	9/15/2011	2052868	0	0	2052868	0	2052868	84578	2137446	149829	0	1430717	14135	14135	72950	101220	455680	11645800
10	6th & mat	10/17/2011	463612	0	0	463612	0	463612	0	463612	0	0	0	9272	9272	0	18544	445068	
11	7th & mat	11/15/2011	481556	0	0	481556	0	481556	0	481556	0	0	0	9631	9631	0	19262	462294	
12	6th &7th pt	12/20/2011	942144	0	0	942144	0	942144	38816	980960	287600	0	463612	10347	10347	49048	820954	160006	12587994
13	8th & mat	12/23/2011	495471	0	0	495471	0	495471	0	495471	0	0	0	9909	9909	0	19819	475653	
14	9th & mat	1/26/2012	388878	0	0	388878	0	388878	0	388878	0	0	0	7778	7778	0	15556	373322	
15	8th & part	1/30/2012	939122	0	0	939122	0	939122	38692	977814	137178	0	481556	9925	9925	48891	687475	290339	
16	9th & part	2/9/2012	578640	0	0	578640	0	578640	0	578640		0	884349	0	0	0	884349	-305709	14105756
17	10th & part	10/5/2013	133594	0	0	133594	0	133594	0	133594	0	0	-305709	0	0	0	-172115	0	balance to be recovered 172115
	bill including material advance					17499566		17365972	551155	18050721	1975706			282807	281509	685947	3504559	11760440	
	material adv	account						3260234					3260234						
	Actual bill amount					14105756		14105738	difference	18	ok								
	Balance										1224294	retention balance to be recovered							

(1)

(9)

(9)

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Gmail by Google

Works kalakshetra <works@kalakshetra.in>

Justification for the new items - reg

Works kalakshetra <works@kalakshetra.in> 13 January 2016 at 18:56
To: Benny Kuriakose <bennykuriakose@gmail.com>, Benny Kuriakose <benny@bennykuriakose.com>, Director Kalakshetra <director@kalakshetra.in>
Cc: CAO Kalakshetra <cao@kalakshetra.in>, AO Kalakshetra <ao@kalakshetra.in>

As per the instructions given by Director, i am sending the details of new items executed by M/s.CARD in the part A works Koothambalam, as attachment for your kind perusal and justification for the items and rate and comments on same please

--
Thanks & Regards,

V.Srinivasan
Kalakshetra Foundation

New items executed by CARD .xlsx
30K

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11

Kalakshetra Foundation - Central Office

Chennai Engineers - Mobilization Advance Ledger Account : 1-Apr-2010 to 12-Jan-2016

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			18,77,152.00	6,53,029.00
				18,77,152.00	6,53,029.00
Dr	**Closing Balance**				12,24,123.00
				18,77,152.00	**18,77,152.00**

Total amt given 32,00,000 —

Deducted Sofas 18,77,152 —

Balance available for deduction } 12,24,123 —

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Kalakshetra Foundation - Central Office

Kalakshetra Road
Tiruvanmiyur
Chennai

Chennai Engineers
Mobilisation Advance

Chennai Engineers - Mobilization Advance

Ledger Account

1-Apr-2010 to 12-Jan-2016

Date		Particulars	Vch Type	Vch No.	Debit	Credit
30-7-2010	Cr	**Canara Bank 264910101719 Plan A/c** *Ch. No. :341805/30.7.2010 paid to M/s. Chennai Engineers towards Koothambalam -Additional, Alterations & Civil Work Advance payment Ist & part Bill.*	**BP-Plan**	BP-B-91	30,72,000.00	
	Cr	**Cash Balance - Plan** *being amount paid to M/s. Chennai Engineers towards Koothambalam -Additional Alteration & Civil Work.*	**CP-Plan**	CP-B-52	1,28,000.00	
25-2-2011	Dr	**Cash Balance - Plan** *being amount adjusted & deducted from M/s Chennai Engineers.*	**CR-Plan**	CR-B-141		2,52,160.00
31-3-2011	Dr	**Cash Balance - Plan** *Payment adjusted from mobilization advance paid to chennai engineers for addition, alteration of civil work - kooothambalam - payment made on 15.09.2010*	**CR-Plan**	CR-B-184		7,87,500.00
	Dr	**Cash Balance - Plan** *Amount adjusted from mobilization advance paid to chennai engineers for payment made on 18.01.2011 towards payment for addition, alteration of civil work koothambalam*	**CR-Plan**	CR-B-186		1,86,260.00
	Dr	**Cash Balance - Plan** *amount adjusted from mobilization advance paid to chennai engineers from payment made on 31.03.2011 towards addition, alteration of civil work at koothambalam*	**CR-Plan**	CR-B-188		96,928.00
					32,00,000.00	13,22,848.00
	Dr	**Closing Balance**				18,77,152.00
					32,00,000.00	**32,00,000.00**
1-9-2011	Cr	**Opening Balance**			**18,77,152.00**	
15-9-2011	Dr	**Cash Balance - Plan** *Being amount recovered from M/s Chennai Engineers towards TDS,VAT, Retention and Mobilisation advance*	**CR-Plan**	CR-B-52		1,50,000.00
26-12-2011	Dr	**Cash Balance - Plan** *being amount received towards TDS, Sales Tax, Retention Amount & Moblisation Advance.*	**CR-Plan**	CR-B-101		2,87,600.00
1-2-2012	Dr	**Cash Balance - Plan** *Being TDS,ST,Retn, Mobilisation and Material advance recd from M/s Chennai Engineers (2) Rs. 3050/- received towards TDS from Sri J.Ra. Jayakumar*	**CR-Plan**	CR-B-114		1,37,178.00
31-3-2012	Dr	**Chennai Engineers** *Being the Mobilization advance adjusted against fourth and part payment dated 26. 05.2011*	**Journal**	Jv83		78,251.00
		Carried Over		12	18,77,152.00	6,53,029.00

continued ...

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Kalakshetra Foundation - Central Office

Kalakshetra Road
Tiruvanmiyur
Chennai

Retn Chennai Engineers - Car Parking Work

Ledger Account

1-Apr-2009 to 12-Jan-2016

Date		Particulars	Vch Type	Vch No.	Debit	Credit
3-2-2011	Dr	**Cash Balance - Plan** *Being amount recd from M/s Chennai Engineers*	**CR-Plan**	CR-B-132		20,824.00
25-2-2011	Dr	**Cash Balance - Plan** *Being TDS, Sales Tax and Retn amount recovered from M/s Chennai Engineers in c /w Parking bay and utility area at western side of Koothamblam - 2nd and final bill payment*	**CR-Plan**	CR-B-142		10,043.00
						30,867.00
	Cr	**Closing Balance**			30,867.00	
					30,867.00	**30,867.00**

CARPARKING } : ₹ 30,867/-
Retention amt }

5,51,744

11.95
5.00
.50
.30867
17.75867

13 17,75,867/-
12,24,123/-
5,51,744

(14)

Kalakshetra Foundation - Central Office

Kalakshetra Road
Tiruvanmiyur
Chennai

EMD-Theatre-Civil Work

Ledger Account

1-Apr-2010 to 12-Jan-2016

Date		Particulars	Vch Type	Vch No.	Debit	Credit
29-4-2010	Dr	**Canara Bank 264910101719 Plan A/c** *Ch. No. :018580/28.04.2010 towards EMD received for Renovation and Reconstn of KOOTHAMBALAM vide Rt No:31*	**BR - Plan**	BR-B-1		50,000.00
26-5-2010	Cr	**Canara Bank 264910101719 Plan A/c** *Ch. No. :018580/14.4.2010 recd from Chennai Engineers now reversed*	**BP-Plan**	BP-B-21	50,000.00	
18-6-2010	Dr	**Canara Bank 264910101719 Plan A/c** *Being amount recd from Chennai Engineers towardsEMD for Renovation and Reconstn of Koothambalam vide Bank of India BPO No:584418/24.05.2010*	**BR - Plan**	BR-B-7		50,000.00
7-8-2010	Dr	**Bank Balance 443596609 (90003) A/c Non-Plan** *Being amount recd from Chennai Engineers (Plan Fund wrongly credited in Non plan fund on 18.6.2010 now accounted)*	**BR-Non-Plan**	BR-A-34		50,000.00
17-3-2011	Cr	**Canara Bank 264910101719 Plan A/c** *Being amount wrongly two times now rectified*	**BP-Plan**	BP-B-377	50,000.00	
					1,00,000.00	1,50,000.00
	Cr	**Closing Balance**			50,000.00	
					1,50,000.00	**1,50,000.00**

EMD - ₹ 50,000/-

(14)

15

Kalakshetra Foundation - Central Office

Kalakshetra Road
Tiruvanmiyur
Chennai

Retn - Chennai Engineers - Security Deposit

Ledger Account

1-Apr-2010 to 12-Jan-2016

Date		Particulars	Vch Type	Vch No.	Debit	Credit
15-7-2010	Dr	**Canara Bank 264910101719 Plan A/c** *Being Security deposit recd from M/s Chennai Engineers for Koothambalam work vide Bank of Baroda BPO No:584869/07.07.2010*	**BR - Plan**	BR-B-10		5,00,000.00
						5,00,000.00
	Cr	**Closing Balance**			5,00,000.00	
					5,00,000.00	**5,00,000.00**

SECURITY DEPOSIT - ₹ 5,00,000/-

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Kalakshetra Foundation - Central Office

Retn Chennai Engineers Ledger Account : 1-Apr-2010 to 12-Jan-2016

Date		Particulars	Vch Type	Vch No.	Debit	Credit
		Brought Forward				10,53,982.00
6-12-2011	Dr	**Cash Balance - Plan** *being amount received towards TDS, Sales Tax, & Retention amount in r/o. M/s. Chennai Engineers (Nontendered items).*	**CR-Plan**	CR-B-90		8,562.00
26-12-2011	Dr	**Cash Balance - Plan** *being amount received towards TDS, Sales Tax, Retention Amount & Moblisation Advance.*	**CR-Plan**	CR-B-101		59,816.00
1-2-2012	Dr	**Cash Balance - Plan** *Being TDS,ST,Retn, Mobilisation and Material advance recd from M/s Chennai Engineers (2) Rs. 3050/- received towards TDS from Sri J.Ra. Jayakumar*	**CR-Plan**	CR-B-114		48,891.00
1-3-2012	Dr	**Cash Balance - Plan** *being amount received from M/s. Chennai Engineers towards TDS, Sales Tax, & retention amount for 8th & part bill.*	**CR-Plan**	CR-B-128		21,773.00
						11,93,024.00
	Cr	**Closing Balance**			11,93,024.00	
					11,93,024.00	**11,93,024.00**
1-4-2012	Dr	**Opening Balance**				**11,93,024.00**
26-4-2012	Dr	**Cash Balance - Plan** *being amount received towards TDS, Sales Tax, & Retention amount from M/s. Chennai Engineers.*	**CR-Plan**	CR-B-9		1,976.00
						11,95,000.00
	Cr	**Closing Balance**			11,95,000.00	
					11,95,000.00	**11,95,000.00**

Retention amt. ₹ 11,95,000/-

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Kalakshetra Foundation - Central Office

Kalakshetra Road
Tiruvanmiyur
Chennai

CIVILWORK
RETENTION AMT

Retn Chennai Engineers

Ledger Account

1-Apr-2010 to 12-Jan-2016

Date		Particulars	Vch Type	Vch No.	Debit	Credit
15-9-2010	Dr	**Cash Balance - Plan** *Being Retention amount, TDS and Sales Tax recovered from M/s Chennai Engineers*	**CR-Plan**	CR-B-51		2,53,296.00
4-11-2010	Dr	**Cash Balance - Plan** *Being retention amount and TDS and Sales Tax recd from M/s Chennai Engineers*	**CR-Plan**	CR-B-94		89,094.00
8-11-2010	Dr	**Cash Balance - Plan** *Being amount recd towards TDS, Sales Tax & Retention Amount in r/o M/s Chennai Engineers*	**CR-Plan**	CR-B-96		1,15,249.00
18-1-2011	Dr	**Cash Balance - Plan** *Being TDS, Sales Tax and Retention amount recd from M/s Chennai Engineers*	**CR-Plan**	CR-B-122		82,055.00
5-2-2011	Dr	**Cash Balance - Plan** *Being amount recovered towards TDS,ST and Retention amount from M/s Chennai Engineers*	**CR-Plan**	CR-B-133		46,635.00
25-2-2011	Dr	**Cash Balance - Plan** *being amount adjusted & deducted from M/s Chennai Engineers.*	**CR-Plan**	CR-B-141		1,10,856.00
31-3-2011	Dr	**Cash Balance - Plan** *Being TDS, ST and Retention recd from M/s Chennai Engineers*	**CR-Plan**	CR-B-173		33,922.00
	Dr	**Cash Balance - Plan** *being amount received from M/s. Cheenai Engineers towards TDS, Sales Tax, & Retention amount .*	**CR-Plan**	CR-B-175		38,359.00
						7,69,466.00
	Cr	**Closing Balance**			7,69,466.00	
					7,69,466.00	**7,69,466.00**
1-5-2011	Dr	**Opening Balance**				**7,69,466.00**
26-5-2011	Dr	**Cash Balance - Plan** *being amount received towards TDS, Sales Tax, Retention amount made from M/s. Chennai Engineers.*	**CR-Plan**	CR-B-14		63,205.00
15-9-2011	Dr	**Cash Balance - Plan** *Being amount recovered from M/s Chennai Engineers towards TDS,VAT, Retention and Mobilisation advance*	**CR-Plan**	CR-B-52		1,04,220.00
29-9-2011	Dr	**Cash Balance - Plan** *Being recoveries made from Chennai Engineers towards TDS, Sales Tax and retention amount*	**CR-Plan**	CR-B-58		69,993.00
28-10-2011	Dr	**Cash Balance - Plan** *being amount received from M/s. Chennai Engineers towards TDS, Sales Tax, & Retention amount.*	**CR-Plan**	CR-B-72		47,098.00
		Carried Over			17	10,53,982.00

continued ...

(3)

(18)

CHENNAI ENGINEERS
Engineers &Contractors

payment pending and loss and damages due to non progress of work from April 2012 due .

Sino	Description	Amount
1	**Payments**	
a	Teak wood difference cost (as per certified RA. bill 10)	11,16,168.00
b	Retentions pending for various work done at Kalakshetra foundation	12,74,056.00
c	Security deposit	5,50,000.00
d	Non tender after bill 10 and part (ref. letter 6 th nov.2013)	1,40,199.00
2	**Idealing charges for men, materials and machineries**	
a	Supervisor salary and during for six months from the date of 10th bill	2,40,000.00
b	Idealing charges for Burma Teak Wood and tiles and machineries(worth of Rs 18,00000.00)	11,88,000.00
3	**Nominal bank interest for payments (app Rs 33,20,423.00 (ie) for Si no 1-a to d and Si no 2-a)**	21,91,479.00
4	**Deduct advance payment with us**	(-)11,31,000.00
	Total balance payable	**Rs55,68,902.00**

We request your assess the above statement and clear the same. We also wish to state that we are ready to carry out the further work new quotations, provided the entire balance payment which is due should be paid to us

We therefore we request you to settle the balance of amount, Rs.55,68,902/- to us and also allow us to remove our materials and machineries in case of you not in claimed to proceed with our agreement, within a week from the date of receipt this letter for any further delay in this respect, you alone will be held responsible for cost and consequence. Kindly avoid and unpleasantness.

(3/3)

For Chennai Engineers

V.Panneer selvam

(18)

CHENNAI ENGINEERS
Engineers &Contractors

tendered items, Additions, Alterations and Civil works and Roof Anutone insulation board fixing work ordered for the tendered item for also granted to us by your work ordered dated 18.08.2010 bearing C:/2009-2010/V Admin/2 Engineering/i Plan/ KOOTHAMBALAM/additions,alteration & civil work.doc., for a sum of Rs.32,71,750/-.

We further state that we have been compiling the work given to us as per the work order given to as on time. You were also making payments to us as and when bills were submitted by us which were approved by your Architect's M/S. CARD.

towards part payment of the work done by us and still your are liable to pay a balance payment through bills were submitted by us, but you have not settled the surrender bill 10 and part fully, which were duly approved by your Architect's M/S. CARD before April and may 2012. In spite of our repeated and reminders you have failed to settle the amount covered under our bills, which were legally due to us for the reasons best known to you and Architect's M/S. CARD and not allowed to carrying at further work and we were forced to stop the work.

while the neither stood as above, its seems you had some misunderstanding with your services of Architect's M/S. CARD and you had terminated the service of Architect's M/S. CARD as your Architect, which was intimated to us to be present on 30.09.2013 at 11 a.m. in the KOOTHAMBALAM Building at M/s. Kalakshetra Foundation, Thiruvanmiyur, Chennai – 600 041 along with Architect's M/S. CARD to record the joint inspection and measurement for assessing the status for value of work which have been executed by us.

As required by your joint inspection by done on 30.09.2013 and we have also expressed our **grevious** and joint measurement taken for the bill work done after bill 10 and part which were admitted by you and you have also promised to rectify the observation given us.

But till this date you neither settle the balance amount, Hence we given below the

CHENNAI ENGINEERS

ENGINEERS & CONTRACTORS

4390
21.11.2015

By RPAD

Date:18.11.2015

To,
M/s. Kalakshetra Foundation,
Thiruvanmiyur,
Chennai – 600 041.

Sir/Madam,

Sub: Payment due for Additions, Alterations and Civil works done at M/s. Kalakshetra Foundation Reg.
Ref : 1. Your Letter dated 17.06.2010.
2. Articles of Agreement dated 09.07.2010.
3. Your letter of acceptance dated 18.08.2010.

M/S. Chennai Engineers, Proprietor of V.Paneerselvam, having its Office at No.69A, 2nd cross street, Srinivasa Nagar, Kolathur, Chennai 600 099, to issue payment of due demand notice to you as follows-

On your invitation submission of tender for Additional and Alteration to the KOOTHAMBALAM Building at M/s. Kalakshetra Foundation, Thiruvanmiyur, Chennai – 600 041, we have submitted our tendered for the above works by our tendered dated 14.04.2010 and by our revised tendered offered dated 05.05.2010 the above said tended submitted by us was accepted by you and work ordered was given to us for the above work for total cost of Rs.2,19,09,505/- by your letter dated 17.06.2010 bearing C:/2009-2010/V Admin/2 Engineering/i Plan/ KOOTHAMBALAM/additions, alteration & civil work.doc.

In pursuance of the work order given to us an Articles of Agreement dated 09.07.2010 which was signed on 15.07.2010 you also reserves right of altering the drawings, the nature of the work of having portions of the same, Subsequent the said agreement having the satisfied with our work you instructed as to us do certain Additional and Alteration to the KOOTHAMBALAM Building at M/s. Kalakshetra Foundation made by changes in the specifications, Hence we required by you the submitted offered on 30.07.2010 and revised offered dated 21.08.2010 through your Architect's M/S. CARD on scrutinizing the above offered for the work of Non-

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Works kalakshetra <works@kalakshetra.in>

Re: 3 pgs

manoj menon <menon.kmanoj@gmail.com> 9 January 2016 at 15:14
To: Works kalakshetra <works@kalakshetra.in>
Cc: Director Kalakshetra <director@kalakshetra.in>, CAO Kalakshetra <cao@kalakshetra.in>, AO Kalakshetra <ao@kalakshetra.in>

Mr. Srinivasan,

Please confirm if the payments/details claimed by him are correct and if these amounts have been certified or accepted by Architect/Works committee. In the joint measurements, were these works accepted. If they are incorrect, please give a note on the same, we will thereafter forward a draft reply to be issued to him.

Regards

manoj menon

On 08-Jan-2016, at 5:33 pm, Works kalakshetra <works@kalakshetra.in> wrote:

Sir,

We have received a letter from M/s.Chennai engineers who was the civil contractor for the koothambalam work.
The copy of the same is enclosed as attachment for your kind perusal and guidance in this regard for further action.

--
Thanks & Regards,

V.Srinivasan
Kalakshetra Foundation
<chennai engineers pg-2.JPG><chennai engineers pg-3.JPG><chennai engineers-pg-1.JPG>

Discuss with Magnum Advocate along with Director & CAO on 24.02.2016 - at 4.Pm at lawyer

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joint measurements. In the event of your failure to attend the same, we will record the measurements and the same shall be final and binding.

We also call upon you to return and account to us all the materials that have been furnished by KF towards the execution of these Works. Please refrain forthwith from representing as an Architect of KF.

We also request you to provide a detailed reconciliation statement of all the items of Works that have been actually executed by you to assess the fee, in accordance with Clause 4 of the Agreement. You have not provided such justification despite repeated requests and have merely been demanding payment without complying with the requirements. The said particulars, with justification and supporting documents, should be provided to us not later than 10 days from the date of receipt of this notice.

We are in the process of quantifying the damages caused to us on account of your failure in discharging your obligations under the Agreement and shall notify you on completion of such assessment.

This notice is issued with the approval of all the Works Committee Members of the Foundation

Yours faithfully,

Priyadarsini Govind

(Priyadarsini Govind)
Director

In our assessment/review of the works executed thus far by the contractors recommended by you, their unsuitability, both financially and technically, to execute the specialized work involved in restoration of the Koothambalam, is apparent, especially the works of the civil works contractor, who we understand has never executed a work of this nature before.

We have also reviewed the drawings, design and other deliverables provided by you and are of the considered view that you are incapable of completing the work entrusted to you and your non-co-operation in complying with the requirements of the Agreement, has delayed the works considerably and resulting increased financial exposure to us. Your failure to discharge your obligations despite repeated requests by us is reflected in several letters issued by us and in the record of the various meetings.

In view of your continued intransigence and non-co-operation in completing the Works, we are left with no option but to terminate the Contract in accordance with Clause 13 of the Agreement, which shall be effective 30 days from the date of this notice.

We hereby call upon you to attend the Koothambalam site / Kalakshetra Foundation on 30.09.2013 at 11:00 a.m to record the joint measurement of all the Works that have thus far been executed and also to take an inventory all the drawings, designs and deliverables, if any, that have been provided by you. We also request you to ensure the presence of the contractors during such

and removal/demolition of works after construction, unaesthetic and non-utilitarian execution of work exposes your amateurish approach and lack of knowledge required to execute a work of this nature. A large number of untendered items executed by M/s Chennai Engineers were also recommended by you, apparently to cover-up the deficient estimates provided by you in the Tender. An escalation in cost of executing the work, while it will be a drain on our resources, will only benefit you and the contractors.

We have already executed the work of Rs.4.11 crores which is nearly 90% of the tendered value of work on Civil, HVAC, slab cooling and Electrical works for the Koothambalam excluding your Consultancy fees of Rs.30.84 lakhs (paid till date, on account) and the payment of Rs.12.76 lakhs to Clerk of Works. However, the value of work executed is only to the tune of 51% against the revised projected costs of Rs. 7.98 crore. This clearly not only establishes the faulty and erroneous nature of your quantity estimations & rates but also omission of essential and necessary sub-works/items. The work of the Koothambalam started in July 2010 and was scheduled to be completed by December 2010. Despite, a lapse of 32 months, the work is still incomplete. We are incurring substantial loss on account of the unavailability of the Koothambalam.

We have also been informed you, during the execution of work in November 2011, by several letters and also during the various site meetings, of the increased leakages in entire roofing area of the Koothambalam. The situation has worsened after you undertook the restoration work and the roof structure and the equipments provided in the area are at the risk on being completely damaged.

payment. In your reply of 12.02.2013, you sought to justify the adequacy of the estimates provided by you (which admittedly were not as per CPWD format). On 15.03.2013, we also forwarded the status report pertaining to the Koothambalam and list of documents received and also those not received. Further communications were exchanged in May 2013.

On 20.06.2013, we once again requested you to furnish the estimates as per the required format. In your reply of 05.07.2013, you continued with your un-reasonable contention that you are not obliged to submit the estimates as per CPWD format and that the estimates had been provided by you as per best practices and sought for payment without providing the justification for the same.

We have since undertaken the exercise of evaluating the estimates by adopting the CPWD norms. On such evaluation, it is apparent that your hesitation in providing the estimates as required was on account of your awareness that the deficiency in evaluating the work and the quantities required for such work, will stand exposed.

It is a matter of record that a large number of the items provided in the BOQ/Schedule of Items in the contracts, which were prepared and included by you, were either inadequately quantified, not required for the work or not provided at all, resulting in the estimates/quantities furnished by you being completely unsuitable and almost being guess work, rather than the work of a competent Quantity Surveyor and Architect. Despite several requests, you have been unable to provide even the working sheets indicating the basis of derived quantities and rates in the Tenders. Further, frequent changes of the drawings and design during execution

you to furnish the estimates in CPWD format, as the same is required as per the norms of the Govt. of India, and to justify the estimates furnished by you. The formats, in which the estimates were to be provided, were also furnished to you. However, you have not provided the same and despite the same being part of your obligation, you contended that even providing such estimates as per CPWD formats would be done at additional costs.

On account of lack of co-operation from you, the work on restoration of the Koothambalam came to a standstill from May 2012. The materials/equipment purchased remain un-utilised and are at the risk of becoming obsolete/un-usable.

On 03.08.2012 and 24.09.2012, we once again expressed the urgency and necessity to submit the estimates in compliance with the GFR/CPWD norms/format. Your contention that estimates in the CPWD format was not indicated at the time of entering into the Agreement is untenable, as Clauses 2.07 & 2.08 of the Agreement is clear that the estimates/drawings have to be prepared in compliance with applicable codes, standards and legislation. In Clause XXI of the Contract entered into with M/s Chennai Engineers (which has been prepared by you), it has been clearly mentioned that the work shall be executed in accordance with CPWD specifications.

At your meeting with our Works Committee on 03.01.2013, we had once again impressed upon you the necessity and urgency in providing the estimates as specified. On 24.01.2013, the Chairman of the Works Committee sent you a detailed request on the necessity of the estimates and pointed out once again the statutory requirement of compliance with GFR and CPWD norms by us and sought justification for your claim for

quantities by over 100% to 500% in a large number of instances and even more in some cases, under operation/non-operation of tendered quantities and requirement of introduction of New items (non-tendered items). The large number of such deviations clearly establishes the failure of your estimates. Your estimates, irrespective of the format, were deficient and incomplete resulting in a huge adverse impact, both financially and on the time schedule, on the contracts and KF. The roof insulation board fixing work, HVAC, Electrical lighting and slab cooling work were included in the scope of work to be undertaken at the Koothambalam on later dates, as you did not take such required works into consideration in the initial estimate / plan of the works.

Accordingly, in April 2011, we raised this issue with you and the civil contractor, M/s Chennai Engineers, and you were requested to submit a Report on (i) the deviations in the original scope of work, (ii) new works that were not part of the original scope of the contractor's work but which were taken up and (iii) on the new items that were required to complete, the restoration of the Koothambalam. You were also required to submit the justification for such excess items of work. Such Report was required to assess the items of works that should have formed part of the original scope of works required for the restoration of Koothambalam and ascertain the reason for the large number of introduction of new items.

In the meanwhile, we also received an audit objection, as the detailed estimates on Koothambalam as per Government of India norms were not provided. In order to ensure compliance with Government norms and to regularize the expenditure, we requested you in July 2012 to furnish the estimates of the executed works and works proposed to be executed in the CPWD format. Since then, we have been constantly following-up with

quantities/work shall adopt the Central Public Works Department ("CPWD") format. Being an Institution, which is part of the Central Government, the works have to be executed as per the CPWD's specifications.

In accordance with the procedure followed by all Government Institutions/Establishments, we have to submit the Preliminary Estimates and Detailed Estimates to the Ministry to obtain the sanction and approval for executing the work.

On entering into the Agreement, you have been furnishing estimates, which at best may be termed rough cost estimates, for the purpose of tendering the various items of works. Acting on such estimates, we have entered into contracts, as aforesaid, with the contractors who were evaluated and recommended by you. On review of the estimates given by you, we find that both the estimated quantities and the estimated rates, considered by you for Tendering, the works are so completely inadequate/deficient that there had been almost complete mismatch between your estimated quantities & rates and the rates quoted by the bidders, reflecting a complete failure in your estimation of the works and an ignorance of the prevailing rates for the execution of such work.

Further, during execution of the Works, it became apparent that there was again a complete mis-match between estimates provided by you and the actual requirements of the Works. No provisions was made in your rough estimates and awarded value of work towards Green Room area, artists' restroom, entry and exit area and external services. You added these items subsequently during the execution of work in the scope of work of the contractor. As such, there was an excess operation of estimated

were required to be completed expeditiously, as most of the performances in KF are held at the Koothambalam and also as it is the most sought after venue by other artistes.

In terms of Clause 2.07 of Agreement, you were required to ensure compliance with codes, standards and legislation, as applicable and assist us in obtaining the statutory approvals thereof. In terms of Clause 2.08 of the Agreement, you were required to prepare the working drawings, specifications, and schedule of quantities sufficient to prepare estimate of costs.

Based on your advice and recommendations as per Clause 2.09 of the Agreement, we appointed the following contractors in respect of the following works:

Sl. No.	Award letter date	Item of Work	Name of Contractor	Awarded cost
1.	17.06.2010	Civil works at Koothambalam	M/s.Chennai Engineers	2,19,09,505
2.		Roof insulation board fixing work.		
a	18.08.2010	Supply of acoustic anutone boards	M/s Anutone Acoustics Ltd	22,39,947
b.	18.08.2010	Fixing of roof insulation board work	M/s.Chennai Engineers	32,71,750
3.	28.09.2010	Electrical installation work at Koothambalam	M/s.Kevin Electricals Pvt Ltd	49,08,773
4.	8.10.2010	Heating, ventilation and air conditioning (HVAC) at Koothambalam	M/s.Unimech Systems (Chennai) Pvt Ltd	1,18,00,000
5	24.02.2011	Slab (Floor) cooling works	M/s Cauuvery Agro Agencies	12,97,450

You are aware that KF being an Institution under the Ministry of Culture, all contracts/procurement shall adopt the General Financial Rules ("GFR") and the preliminary and detailed estimates of the

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Kalakshetra Foundation
Thiruvanmiyur, Chennai 600 041, India

Registered post Acknowledgement Due

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September 3, 2013

Centre for Architectural Research and Design,
10A, 2nd Floor, Dhanalakshmi Colony, 1st Street,
Vadapalani,
Chennai – 600 026

Dear Sir,

Sub: Termination of Architect for Renovation of Koothambalam at Kalakshetra- Regarding
Ref: (1) Letter of Intent/Offer dated 11.09.2009
(2) Contract of Agreement dated 11.12.2009

We refer to the aforesaid Letter of Intent and Contract Agreement and various communication exchanged between us with regard to the renovation of the Koothambalam at Kalakshetra Foundation ("KF").

The Letter of Intent/Offer dated 11.09.2009 ("LoI") was issued to you expressing our intent to avail of your service for the proposed works at KF. It was clearly set out that KF is *an autonomous body directly functioning under the Ministry of Culture, Government of India*. A formal agreement was to be entered into subsequently.

Pursuant thereto, on 11.12.2009, a Contract of Agreement was executed ("Agreement"). In the Agreement, though the "Scope of Work" (Clause 1) is broadly stated, only the civil works with regard to renovation of the Koothambalam (which was built in 1985 and was in need of restoration) was taken up. This work involved the restoration as per the original drawings, to match the wood with existing teakwood, use of traditional oxide floorings apart from wooden floorings in the stage area, re-roofing of the Koothambalam and blending of the utilities and facilities, taking into account the heritage value of the Koothambalam. The above works

Phone: +91-(0)44-24520836/4057/1844
Fax: +91-(0)44-24524359
E-mail: info@kalakshetra.in
Founder: Smt Rukmini Devi
www.kalakshetra.in

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145 53 31 21

Please note that the basic cost of timber to be used for the work, quoted in the tender will remain valid till completion of the work, and any variation in the basic cost already quoted by you, ~~would~~ be allowed, ~~such variation and~~ with prior approval from the works committee. Should only

During the period of execution of work, if the work of the contractor is found to be not satisfactory and specification / details or if there is considerable delay in progress, the contract is liable to be terminated without notice and also without assigning any reason.

The receipt of this letter may please be acknowledged for having agreed for the terms and returned.

Before commencing the work, a formal agreement may be entered, incorporating the terms and conditions given in the tender schedule.

Thanking you,

Yours faithfully,

Leela Samson

Leela Samson
DIRECTOR.

Copy to

Mr.RaviNilakantan
Consulting Architect.

146 (32)

(1)

Kalakshetra Foundation

C:\ 2009-2010\V.Admin\2. Engineering\1.Plan\Koothambalam\ additions, alteration& civil work.doc	June 17, 2010

M/s Chennai Engineers
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kulathur.
Chennai 600 099.

Sir/s,

Sub: Koothambalam – Additions, Alterations & Civil works in Kalakshetra Foundation – Award of work – Reg.

Ref: i) Your tender dated 14.04.2010

ii)Revised tender offer dated 05.05.2010.

Based on recommendation of works committee, The Director, Kalakshetra Foundation is pleased to accept in principle award the work of Additions, Alterations & Civil works for the Koothambalam in Kalakshetra Foundation, to you at a total cost ofRs.2,19,09,505 (Rupees two crore nineteen lakhs nine thousand five hundred and five only) agreed item rate contract with the specifications and as per the description of work enclosed herewith. This amount is included of VAT and Income tax and excluded of Service tax. This is a firm price and No escalation will be accepted on any account, where any particular work is decided to be withdrawn from the contract by us, there the contract value will also get reduced correspondingly.

The work may be executed in consultation with Architect Mr.RaviNilakantan. The work should be executed by you under the supervision of a competent site Engineer /Technical persons as per the terms and conditions given by the consultant Architect

Time is the essence of the contract and the work should be completed in all respects on or before 31st December 2010 (4 Months for building work and 2 Months for landscape work as agreed) Any delay in the completion of the work beyond prescribed date will result in levy of liquidated damages or penalty clause will be applied as per the agreement terms. No extension of time will be considered.

The claim and payment will be admitted on completion of work as per the actual execution of work, based on the measurement recorded/entered and checked, and certification by the consultant Architect.

Please note that deduction towards, income tax, VAT as applicable and 5% retention amount of bill value, which will be refunded after liability period one year subject to the performance of the work. Kindly provide your company PAN, TIN and service tax Nos in writing, for remitting the tax deductions amount to the concerned departments

(32)

Founder: Smt Rukmini Devi
Chairman: Justice Sri S. Mohan
Director & Secretary: Ms. Leela Samson

E-mail: admin@kalakshetra.in
Phone: +91-(0)44-24520836/4057/1844
Fax: +91-(0)44-24524359

Tiruvanmiyur, Chennai 600 041, India

the event of their ceasing to be the Architect for the purpose of this contract, such other person as shall be nominated by the Owner not being a person to whom the contractor shall object for reasons considered to be sufficient by the Owner mentioned in the said conditions provided always that no person subsequently appointed to be Architect under this contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Architect and confirmed by Owner for the time being.

5. The Owner through the Architect reserves to him the right of altering the drawings, the nature of the work or having portions of the same carried out by the Owner or otherwise and such alterations, variations shall be carried out without prejudice to this contract.

6. The said contract comprises the work above mentioned and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Architect even though such works may not be shown on the drawings or described in the said specifications or the Priced Schedule of Quantities.

7. The said conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their part respectively in such conditions.

We have seen all the terms and conditions as well as the specifications for the work and agreed to abide by them.

As witness our hand this 15th day of July 2010.

Signed by the said:

(In the presence of)
(V. SRINIVASAN).
EO-CO-KF.

OWNER

KALAKSHETRA FOUNDATION
CHENNAI 600 041.
THIRUVANMIYUR

(In the presence of)
[C. Sivakumar]
No. 40 Pallal Nagar
Tondiarpet Chennai-81

CONTRACTOR

for CHENNAI ENGINEERS
(V. SELVAM)

(In the presence of)
[U. Balaguru Prasanna]
Plot 2, Gangai Street,
Arulananda Ammal Nagar,
Thanjavur 613007.

ARCHITECT

RAVI NIILAKANTAN
ARCHITECT
CA/83/07939
1 STREET, DHANALAKSHMI COLONY,
VADAPALANI, CHENNAI - 600 026.

the rates therein set forth amounting to the sum of Rs.2,19,09,505.00 (Rupees Two crores nineteen lacs nine thousand and five hundred and five only) (hereinafter referred to as the said "Contract Amount") inclusive of all taxes but excluding service tax.

AND WHEREAS the Owner accepted of the contractor for the above mentioned work and conveyed vide letter No. C:\2009-2010\V.Admin\2.Engineering\i.Plan\Koothambalam\additions, alteration & civil work.doc dated June 17th 2010 at the rates stated in the Schedule of Quantities for the work and accepted by the Owner upon the terms and subject to the conditions of the contract.

AND WHEREAS the Contractor has deposited with the Owner the sum of Rs. 5,50,000.00 (Rupees Five lac fifty thousand only) as interest-free security deposit to be retained until the expiry of the Defects Liability Period for the due observance and performance of the contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payment to be made to the contractor for the work to be executed by him as referred in clause XV of the tender documents, the contractor hereby covenant with the Owner that the Contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonable necessary for the completion of the said works and at the said lines and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution, completion and maintenance of the said work the Owner does hereby agree with the Contractor that the Owner will pay to contractor the respective amounts for the work actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the Contractor under provision of Contract, such payment to be made at such time in such manner (as prescribed for in the contract).

3. It is specifically and distinctly understood and agreed between the Owner and the Contractor that the Contractor shall have no right, title or interest in the site made available by the Owner for execution of the works or in the building structure or works executed on the said site by the Contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever change for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfettered right to take full possession of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the site.

RAVI NILAKANTAN
ARCHITECT
CA/83/07939
1 STREET DHANALAKSHMI COLONY,
VADAPALANI, CHENNAI - 600 026.

For CHENNAI ENGINEERS

Proprietor.
(V. PANNEER SELVAM)

KALAKSHETRA FOUNDATION
CHENNAI 600 041.
THIRUVANMIYUR

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU R 666058

5773
7/7/2010

V. Panneer Selvam
prop. Chennai Engineers
Chennai-99

Pappa

PAPPA
STAMP VENDOR
5-A, RED HILLS ROAD (SOUTH),
VILLIVAKKAM, CHENNAI-49.
TAMIL NADU. L.No.3360/76

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this 9th day of July 2010 between M/s. Kalakshetra Foundation, Thiruvanmiyur, Chennai-600041 represented by the Director(hereinafter called the "owner") of the one part and M/s.Chennai Engineers represented by Sri. Panneerselvam, Proprietor, aged 36 years, whose registered office is situated at No.69A, 2nd cross street,Srinivasa Nagar, Kolathur, Chennai -600099 (hereinafter called the "Contractor") of the other part.

WHEREAS the owner is desirous for Additions, Alterations and Civil works for the Koothambalam at Kalakshetra Foundation (hereinafter called "the work") and has caused drawings, specifications and schedule of Quantities describing the works to be done and prepared by M/s Centre for Architectural Research & Design, Architects, represented by Sri. Ravi Niilakantan and WHEREAS the said drawings as issued from time to time, the Notice of Tender, General Instructions to Contractors, the Specifications and/or the Schedule of Quantities have been signed on or behalf of

For CHENNAI ENGINEERS

Proprietor.
(V. PANNEERSELVAM)

RAVI NIILAKANTAN
ARCHITECT
CA/62/07939
1 STREET, DHANALAKSHMI COLONY,
VADAPALANI, CHENNAI - 600 026.

KALAKSHETRA FOUNDATION
CHENNAI 600 041.
THIRUVANMIYUR

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Please note that the basic cost of timber to be used for the work, quoted in the tender will remain valid till completion of the work, and any variation in the basic cost already quoted by you, should be allowed, only with prior approval from the works committee.

During the period of execution of work, if the work of the contractor is found to be not satisfactory and specification / details or if there is considerable delay in progress, the contract is liable to be terminated without notice and also without assigning any reason.

The receipt of this letter may please be acknowledged for having agreed for the terms and returned.

Before commencing the work, a formal agreement may be entered, incorporating the terms and conditions given in the tender schedule.

Received work order

Thanking you,

Yours faithfully,

Leela Samson
DIRECTOR. 24/8

For CHENNAI ENGINEERS

Proprietor.

24/8/10

Copy to

Mr.RaviNilakantan
Consulting Architect,

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C:\ 2009-2010\V.Admin\2. Engineering\i.Plan\Koothambalam\ additions, alteration& civil work.doc	August 18, 2010

M/s.Chennai Engineers
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kulathur,
Chennai 600 099.

Sir/s,

Sub: Koothambalam – Roof board insulation with Anutone boards fixing - Kalakshetra Foundation – Award of work – Reg.

Ref: i) Your offer dated 30.07.2010 received by M/s.CARD
ii) Revised offer dated 12.08.2010 received by M/s.CARD.

Based on recommendation of works committee, The Director, Kalakshetra Foundation is pleased to accept in principle award the work of Roof board insulation with Anutone boards fixing below the Mangalore tiles for the Koothambalam in Kalakshetra Foundation, to you at a total cost of Rs.32, 71,750/-, (Rupees Thirty two lakh seventy one thousand seven hundred and fifty only) agreed item rate contract with the specifications and as per the description of work enclosed as annexure. This amount is included of VAT and Income tax and excluded of Service tax. This is a firm price and No escalation will be accepted on any account, where any particular work is decided to be withdrawn from the contract by us, there the contract value will also get reduced correspondingly. The Anutone smooth MB Primer - Ceiling – Without packing - Square Edge–1200 x 600 x 25 mm supplied to you at site at free of cost as per the quantity given by the consultant.

The work may be executed in consultation with Architect Mr.RaviNilakantan. The work should be executed by you under the supervision of a competent site Engineer /Technical persons as per the terms and conditions given by the consultant Architect

Time is the essence of the contract and the work should be completed in all respects as stated in the offer and agreed. Any delay in the completion of the work beyond prescribed date will result in levy of liquidated damages or penalty clause will be applied as per the agreement terms. No extension of time will be considered.

The claim and payment will be admitted on completion of work as per the actual execution of work, based on the measurement recorded/entered and checked, and certification by the consultant Architect.

Please note that deduction towards, income tax, VAT as applicable and 5% retention amount of bill value, which will be refunded after liability period one year subject to the performance of the work.

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E-mail: admin@kalakshetra.in • Website: www.kalakshetra.in

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- Green painted steel frame kept out outside koothambalam (HVAC work at koothambalam) was rejected by the consultantant. M/s.CARD has asked the same to be removed immediately and instruction given to M/s.Unimech engineers. The aluminium frame work will be replaced for the above without any extra cost as stated by M/s.CARD.

The work force status today

Main entrance steel fabrication work – 5 Nos deployed for erecting the two steel member supports

Carpentry work – 8 Nos – (preparing the eaves board work and proscenium wall cladding work)

Painting work - 4 Nos – (preparing surface for weld mesh painting and touch up work)

Welding work – 2 Nos deputed for mezzanine floor sit out work

Electrical work – 2 nos doing the cable tray fixing work for the stage motorized system wiring work.

HVAC work – No workers

Civil work - No workers.

Items to be given by Ravi Sir:

Corrected work chart for completing the balance work for the work entrusted to M/s.Chennai engineers

Vitiation statement indicating whether inter se ranking of the contractors has changed due to increase in rate / quality of wood.
Extension of contract period for M/s.CARD

regards,

Srinivasan

39

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Works kalakshetra <works@kalakshetra.in>

saturday meeting

Works kalakshetra <works@kalakshetra.in> **Sat, Nov 5, 2011 at 4:05 PM**
To: ravi <card@vsnl.com>
Cc: Director Kalakshetra <director@kalakshetra.in>, d dd <dd@kalakshetra.in>, CAO Kalakshetra <cao@kalakshetra.in>, AO Kalakshetra <ao@kalakshetra.in>

Dear Ravi sir,

This is to recap the site inspection and meeting held on date 5.11.2011 Saturday at the site (koothambalam)

Present: Deputy Director, Ravi sir, AO and undersigned

Not present: Panneerselvam /Chennai Engineers

Progress status

- Leakages in roof have also affected the mezzanine floor level in the auditorium resulting in wetting of wall cladding anutone boards. Four points which have resulted in wetting of the flooring of the auditorium are yet to be rectified

- Poor progress is noticed in the fabrication work in the auditorium stair case as well front entrance. Front entrance truss and other fabrication works seems to be delayed due to the rains. The fabrication work in main entrance work commenced on 31 October but since then, little progress has been made and no workmen has been deployed there either
- Architect discussed the progress of fabrication work (main entrance) with fabrication work foreman and his stated that one more agency will be deployed simultaneously for looking after stage and green room work also.
- The carpentry work also delayed and additional hands have to be employed at areas such as

Mezzanine anutone board fixing works, eaves board fixing, staircase wooden platform laying and proscenium wall cladding

- The flooring which is the massive work left over, is to be now taken up in December 2011 and all leaks have to be completed set right before the flooring work starts
- The work chart for completion of balance works to be completed has been submitted to M/s.CARD, and the same is under review at CARD office . The revised work chart will be sent to admini office after finalization of the work schedule for the balance works as stated.

- Vitation statement for the wood items in details was discussed by M/s.CARD and separate working sheet will be furnished in details at the earliest for our record and referrence.

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The architect then started that it appears that the contractor is just finding excuses to justify his lack of work especially since the contractor himself is never available on site. Hence he instructed the architect that by Monday (30th October, 2011) the schedule of bills an amount must be given based on:

(i) balance work to be done listing and proposed date of completion and associated wing

(ii) the technical approvals pending from architect.

Architect stated that it should be the contractor's responsibility to ensure minimum of Rs.25 lakh per month. He further stated that flooring works etc. can only be taken if the roof is repaired by M/s.Chennai Engineer to cover up the area.

II. Items to be given by Shri Ravi Nilakantan.

(i) Revised sanctioned proposals for excess operation of works.

(ii) The detailed proposal for wood cost increase.

(iii) He has also to prepare vitiation statement indicating whether interse ranking of the contractors will alter with the increased payment towards wood related items.

Next Co-ordination meeting proposed to be held on Wednesday the 2nd November, 2011.

To

1. Director
2. Deputy Director
3. C.A.O.
4. E.O.

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KALAKSHETRA FOUNDATION

29/10/2011

Co-ordination meeting held on 29th October, 2011

Physical status on Koothambalam work

1. Leakages found on stage area (two or three points) as well as in auditorium area in two or three points are not yet rectified.
2. Main entrance area - pending issues.

Orders for material for utilization in the main entrance has not been placed fully and the limited placement of what has been placed has only been done on 28.10.2011.

When questioned by the Architect as well as us, Shri Panneer Selvam's (M/s.Chennai Engineers) reaction were as follows:-

- Lack of funds for mobilization due to bills being held up.
- On further scrutiny by all concerns, it was seen that no main bill except the difference wood work cost (around Rs.6.39 lakh) is pending currently.
- Hence lack of funds from bills can not be an issue especially since the total billed amount so far in the contract is Rs.1,19,36,233/- and outstanding bill is only Rs.6.39 lakh which is only 5.35% of the total billed amount so far. Hence it is seen that though the total amount of Rs.1.13 crore is paid so far, mobilization of labourer material is found be very wanting.

When the same was pointed out to him, he immediately stated that it was because of lack of technical decision about drawings from the structural engineer and the architect about the front entrance. The architect stated that such an issue has been never been pointed out to him earlier. Further the contractor also stated that because of lack of coordination in execution of contract from other contracts under way he has not been able to carry out the work. This was also refuted by the architect.

affecting the condition of various machineries and fixtures installed inside the Koothambalam and as such a remedial measure to set right the same has to be taken up at once without any delay.

You are requested to complete the balance tiling work in the above said area and set right the leakages immediately on an emergency and exceptional basis pending the execution of the other awarded items of the said work order within 7 working days, of receipt of this letter failing which, the same will be carried out departmentally by Kalakshetra Foundation .

This issues with the approval of Competent Authority.

The receipt of this letter may please be acknowledged.

Yours faithfully,

(V.Srinivasan)
Engineer Officer

Copy to: M/s.CARD, Architect Sri.Ravi Niilakantan, and Consulting Architect.

RAD O/C

C:\ 2009-2010\V.Admin\2. Engineering\i.Plan\Koothambalam\ additions, alteration& civil work.doc	March 27, 2013

M/s.Chennai Engineers
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kulathur,
Chennai 600 099.

Sir/s,

Sub: Koothambalam – Additions, Alterations & Civil works in Kalakshetra Foundation – Emergency works –Reg.

Ref: i) Your tender dated 14.04.2010
ii)Revised tender offer dated 05.05.2010.
iii) Work order dated 17.06.2010
iv) Contract No.1 and agreement dated 9.07.2010
v)) Co-ordination meeting held on 29th October 2011.

As you may aware that the contract relating to addition, alteration and civil work for Koothambalam awarded to you vide letter dated 17th June 2010 has not been completed and work above has also not been carried out since April, 2012.

In the said contract, the item no 131 & 133 under the sub-head "Damp & Waterproofing, Thermal Protection" relate to roof tiling work. You may be aware that roof tiling of the front entrance and connected main roof splay portion is yet to be done..

Further the existing partially completed roof structure developed severe water leakages at many places in the roof due to defect in the tiling work during the progress of work. This was already apprised to you in the various review and coordination meetings taken place in the past. Moreover, uncompleted roof structure and defective tiling work are also

स्सो वै सः
Kalakshetra Foundation
Thiruvanmiyur, Chennai 600 041, India

O/C

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C:\ 2009-2010\V.Admin\2. Engineering\i.Plan\Koothambalam\ Additions, Alterantions & civil work .doc	June 20, 2013

To

M/s Chennai Engineers,
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kolathur,
Chennai-600099

Subject:- Final Request to undertake emergency work and joint inspection for stock taking in Koothambalam

Sir,

We refer our earlier letter dated 27th March 2013 and several verbal remainders by our Mr. Srinivasan, EO requesting you to complete the balance tiling work in Koothambalam and rectify the leakages immediately on an emergency and exceptional basis as the incompleted roof structure and defective tiling work are adversely affecting the condition of various equipment and fixture installed inside the Koothambalam. However you have neither responded to our requests nor taken any steps to carry out the above work.

We request you to carry out the said emergency work within seven days failing which the same will be carried out departmentally at our end at your cost.

Moreover, the balance material is lying at Kalakshetra since the work has been stopped w.e.f April 2012 and the same has to be accounted for. You are also requested to come for joint inspection for stock taking within 07 days of issue of this letter failing which; the same will be carried out by Kalakshetra foundation for record purpose.

This issues with the approval of works committee.

Yours faithfully,

S. Ramesh

Administrative Officer

Phone : +91-(0)44-24520836/4057/1844
Fax : +91-(0)44-24524359
E-mail : info@kalakshetra.in

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water leakages & setting right of the same was apprised to M/s.CARD the consultant for this project vide site meeting held on November 5, 2011. However, no steps were taken by you to set right the water leakage inside the koothambalam from the tiled roof.

This office vide their letter dated 27th March 2013, requested to complete the balance tiling work & setting right of the water leakages from tiling roof, on an emergency and exceptional basis pending the execution of other awarded items of the said work.

Further, during the Joint Inspection meeting held on 30.09.2013 in the presence of M/s.CARD & yourself, the office responded to your comments vide letter dated 6th November 2013.

Since the roof of the Northern entrance has been left completely unprotected, we request you to immediately take steps to protect the roof of both, the Koothambalam and the Northern entrance, and set right the water leakages in the koothambalam green area, stage area, auditions area and mezzanine area, in any event within 7 days from the date of receipt of this notice. In the event of your not taking steps to do so, we shall arrange for protection of the roof and hold you liable for the costs and consequences incurred with regard to the same.

Yours faithfully,

Priyadarsini Govind

(Priyadarsini govind)
DIRECTOR

ग्मो वै सः

Kalakshetra Foundation
Thiruvanmiyur, Chennai 600 041, India

REGISTERED WITH ACK. DUE

46

WITHOUT PREJUDICE

C:\ 2009-2010-2014\V.Admin\2. Engineering \ i.Plan\ Koothambalam \ Additions, Alterantions & civil work .doc	December 3,2013

To

M/s Chennai Engineers,
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kolathur,
Chennai-600 099

Dear Sir,

Sub: Name of work: Additions, Alterations, and civil work at Koothambalam in Kalakshetra Foundation - Reg.

We refer to the Work Order dated 17.06.2010, issued to you with regard to the civil works at Koothambalam in our campus.

The work was commenced in and around June 17, 2010, but there was no appreciable progress in the work as brought to your notice vide this office email dated 2nd April, 4th June, 12th & 15th July, 23rd & 25th August, 10th September, 3rd October 3, 30th December 2011 till March / April 2012, the work had come to a complete stand still mainly on account of non-availability of any labour & adequate materials at the site by you.

Further, during progress of the execution of the work, the water leakages from the tiling roof has been identified in the koothamabalam inside area, the same has been brought to your knowledge which was duly recorded in the Daily progress report 20.10.2011 and 29.10.2011. Further the issue of

Founder: Smt Rukmini Devi

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E-mail : info@kalakshetra.in
www.kalakshetra.in

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O/C

C:\ 2009-2010-2014\V.Admin\2. Engineering\i.Plan\Koothambalam\ Additions, Alterantions & civil work .doc	September 5, 2013

To

M/s Chennai Engineers,
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kolathur,
Chennai-600 099

Sir/s,

Sub: Koothambalam -Kalakshetra Foundation – Termination of contract with M/s.CARD intimation – Reg.

This is to inform you that M/s.CARD is now no longer the architect for the Kalakshetra Foundation project as his service has been terminated.

It is requested that you should present on 30.09.2013 at 11.00 am in the Koothambalam site / Kalakshetra Foundation along with M/s.CARD to record the joint inspection and measurement for assessing the status / value of work that have therefore been executed by you.

This issues with the approval of competent authority

Yours faithfully

S.Ramachandran.
Administrative Officer.

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Annexure 15

Joint Inspection of the Works executed at Kalakshetra Foundation commenced at 10:45 AM on 30.09.2013

Parties Present:

For Kalakshetra:

1. Ms Babeeta Narang, CAO
2. Mr. Ramachandran, AO i/c
3. Mr. V. Sriniwasan, EO

For CARD

1. Mr Ravi Nillakanthan , architect
2. Mr. R.V Narendran, structural consultant
3. Mr. MS Ramesh, Electrical consultant
4. Mr. M.S Jagan, Consultant documentation
5. Mr Sadagopan, Sr Quantity Surveyor
6. Mr. Vishwanathan, Quanitity Surveyor consultant
7. Mr. N. Sridhar, Consultant advisor
8. Ms R.Usha Priya, Legal Advisor

Left by 3.30 pm

Vendor/Contractors

1. Mr. Wilson Susai Raj-Managing Director and Mr P.Sarvanan, Project Engineer representing M/s Kevin Electricals for Electrical work
2. Mr Paneer Selvam , Mr. Siva Kumar and Mr. Bearnadshah representing Chennai Engineers for civil work
3. Mr. Bala Murugan, Managing Director, Mr. Gopi Kumar, General Manager and Mr. Singarapandi, Project Engineer representing Unimech Systems Chennai for HVAC work
4. No representatives from Kaveri agencies for slab cooling work were available.

During the joint inspection the photographs were taken by architect and vendors.. Also the videography and photographs were taken from Kalakshetra side.

Further the joint inspection were carried out with the above vendors in the presence of CARD representatives as mentioned at Sl. no B above and was completed at 6:00 Pm. The detailed draft minutes duly vetted by our legal advocate will be sent in due course.

Reply to Annexure-C-M/s Chennai Engineers observations

The point-wise reply to the observations is as under:-.

1. As per clause XI of the tender document, storage and safe custody of materials is the responsibility of the contractor. So Kalakshetra is not responsible for the same.

2. The north side front roof with the Mangalore tiles and ridge tiles were incomplete before the closure of the project. In order to safeguard the north side front roof steel structural member, wooden rafters and reepers and super structure, Kalakshetra Foundation had requested M/s Chennai Engineers to carry out the above work. However failure on his part inspite of repeated reminders, the said work is being executed by Kalakshetra departmentally

3. Koothambalam's roof was disturbed during execution of work by Chennai Engineers, due to the poor quality of workmanship and improper placement of the tiles, and at end of roof (near to the eave board). The leakage during the rainy season was pointed out to the Contractor and the M/s.CARD during the site review meetings and has been duly recorded

4. Same as mentioned at sl. No1 above

5. No work has been carried out by KF. The dampness of the walls is due to water seepage from the damaged/improperly placed roof tiles.

6 The Contractor can remove his machinery any time as told verbally and non-verbally to carry out the stock inspection.

7. Empty rhetorical statement that's not reflected in the quality of work.

X

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Annexure F- Kalakshetra's Comments on Annexure '~~B~~ C' ~~to E~~.

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Annexure C

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Observations of M/s. Chennai Engineers.

1) Teakwood quantities to be verified as I find many of the woodsections missing.

2) Scaffolding has been erected in the North side entrance by Kalaksheta foundation and I also observe works are being carried out on their own.

3) There has been damage @ roof area of the Kodhambalam Auditorium, I feel Kalaksheta have carried out works on the roof on their own.

4) Machineries like welding machine and cutting machine for wood work is missing.

5) On the Southeast side where are some ~~dam~~ works carried out and the wall has been damaged.

6) I have to be permitted by the foundation to remove all the materials and machinery as all belongs to me.

7) The work carried out to perfection by me has been totally sabotaged

for CHENNAI ENGINEERS

30/9/13

I will verify the observations given by contractor

30.9.13.

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4/7

and was to be put up to the works committee. Ms. Narang/Mr.Ramachandran informed him that the matter will be looked into.

M/s Unimech System, Chennai informed that some of their materials which were brought for the work was kept in the store house at Kalakshetra Foundation Campus and for which the joint inspection can be carried out on some other day.

At the conclusion of the inspection at 6:00 p.m. Mr. Ravi Nilakantan handed over a hand written note. Ms. Narang informed him that KF's comments will be furnished in due course. Similarly, the Vendors/Contractors also handed over hand written notes. Ms. Narang/Mr.Srinivasan informed them that the comments will be looked into and replied by KF. Copies of the Notes are enclosed as Annexure 'B' (Mr. Nilakantan's Observation), 'C' (Chennai Engineers), 'D' (Kevin Electricals), and 'E' (Unimech Systems).

Inspection concluded at 6:00p.m.

KF's comments on the Notes, Annexure 'B' to 'E' is enclosed as Annexure 'F'.

Ms. Narang | Mr. Ramachandran | Mr. Srinivasan

Office copy (53)

Minutes of the Joint Inspection carried out in the presence of the representatives of M/s CARD and the Contractors on 30.09.2013

The Inspection commenced at 10.45 a.m.

The list of persons who were present during the Inspection has been separately signed and is attached as Annexure 'A'.

Mr. Ravi Niilakantan, CARD, enquired about the agenda of the inspection. Ms. Babeeta Narang, Kalakshetra (KF) explained that as notified in KF's letter dated-Sept3, 2013, the purpose is to record the status of the works at Koothambalam. Mr. Niilakantan stated that if the purpose was only for joint inspection of the executed works till the closure of the project, CARD's presence is not required.

Ms. Narang informed him that his/CARD's presence was required for joint inspection for the executed works done by the contractors till the closure of the project, as he was the principal consultant for this project and the works were certified by him as per the terms of the agreement . He replied that he was the principal architect and the not the principal consultant and his scope of work was restricted to provide drawings. Ms. Usha Priya (who was initially introduced as a Consultant of CARD) also repeated this stand. When Ms. Narang and Mr. Srinivasan, EO, asked to him to state it in writing, he refused and agreed to be present for the joint inspection.

Mr. Ravi Niilakantan stated that as his contract was terminated, he was not responsible for the performance of the contractors/vendors after the termination.

The measurement books with regard to Civil, HVAC and Electrical works were brought to site and provided to the respective contractors for detailed checking of the works executed and the paid up details.

After verification, M/s Kevin Electricals and M/s Unimech Systems, confirmed that all the works executed by them had been duly recorded in the measurement book. M/s Chennai Engineers confirmed that the work executed by him had been duly recorded in the measurement book except some of the items executed by him but was not recorded in the measurement book. The joint measurement of those items were taken by EO with M/s Chennai Engineers. The details are provided in Annexure-G

During the joint inspection, the photographs/Video of the work executed were taken by KF and CARD/Vendors.

Regarding payment for the works executed, Mr. Sarvanan of M/s Kevin Electricals informed that they had received all the payments except for a sum of Rs. 6.73 lakhs approximately for the non-tendered item of works executed during the course of work as additional items and certified by M/s CARD. Mr. Srinivasan EO told that the non-tender items was not a part of the schedule originally drafted by the consultant and tendered. The same was to be justified & explained by the consultant Architect

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Kalakshetra Foundation
Thiruvanmiyur, Chennai 600 041, India

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RPAD

C:\ 2009-2010\V.Admin\2. Engineering\i.Plan\Koothambalam\ Additions, Alterantions & civil work .doc	06 November 2013

To

M/s Chennai Engineers,
No.69, 2nd Cross Street,
Srinivasa Nagar,
Kolathur,
Chennai-600 099

Sir,

Sub: Joint inspection at Koothambalam work site/Kalakshetra Foundation on30.09.2013

Ref: Your observation on 30th September 2013

The Minutes of Joint Inspection carried out on 30.09.2013 in Koothambalam site with Kalakshetra Foundation officials along with the remarks on your observations, is enclosed herewith (pages 1 to 7) for your information.

We are in receipt of your bill dated 5.10.2013, for work executed after bill no.10 for the extra work on 17.10.2013. We request to furnish supporting voucher for wood / hard ware materials cost and actual man power / labour details for making and fixing work, to this immediately for processing the bill to the management. The copy of bill is enclosed herewith (pages 1-9) for your information.

Kindly acknowledge and receipt of the same.

Yours faithfully,

Babeeta

Chief Accounts Officer.
(Babeeta Narang)

Founder: Smt Rukmini Devi

Phone : +91-(0)44-24520836/4057/1844
Fax : +91-(0)44-24524359
E-mail : info@kalakshetra.in

www.kalakshetra.in

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you to take away your materials after duly identifying and inventorying the same and obtaining appropriate acknowledgement from the Competent Authority of the Foundation.

We therefore reject your claim for payment of Rs.55,68,902/- or any other amount, and put you on notice that on the costs of rectification of the defective works, executed by you, being finalised we shall take steps to recover the same from you. In the meanwhile, if you initiate any proceedings against the Foundation, please note that the Foundation will suitably defend the same, at your risk and costs.

Yours faithfully,

For KALAKSHETRA FOUNDATION

Director

In spite of our dated March 27, 2013, June 20, 2013 requesting to complete balance work fully were with banks also as well the language is unclear. In completing structure as defective fillets are adversely affecting the condition of the various equipment. We have incurred losses due the lackadaisical. However you have neither responded to our requests nor taken any steps to carry out the above works.

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Further on scrutinizing the bills/payments that had been recommended by the Architect, we find that many of the items of works are outside the scope of the Tender and many tendered items were not executed by you, while non-tendered items appear to have been operated by you, without sanction of the Competent Authority of the Foundation.

We have reasons to apprehend that there was an unholy nexus between the Architect and you, which has caused unjust enrichment and benefit to you/Architect and loss to the Foundation.

We deny that any amount is due or payable to you. You are fully aware of the reasons for the stoppage of work.

We deny that a sum of Rs.55,68,902/- or any other amount is due and payable to you. Further, from the cursory perusal of your claims, it is apparent that most of them are fictitious and untenable claims which have been made only with an intent to making unjust enrichment and without any basis either under the Contract or in law.

Your claim for idling charges for the material and machinery, is untenable, as the Foundation has, as early as on 30th Sep 2013, permitted you to remove your materials/machineries (which are only a couple of unusable welding machines, Drillingmachine, least capacity compressor of negligible value), you have chosen not to remove them. The Foundation has never prevented you from taking away any of the materials and machineries. It is always open for

As the process of assessing the defective execution of the work was laborious and we, as an Educational/Cultural Institution, do not have the expertise to ascertain the same, we had requested the Architect and also the Contractors/Vendors recommended by him to be present at the Koothambalam on 30.09.2013, to assess the status of the various works, the materials, etc. at Site and the same was jointly recorded. KF given permission vide our lr dt 06th Nov. 2013 stating that alongwith minutes of Joint inspection carried out in the presence of the ~~contr~~ M/S. CARD & contractor on 30.09.2013.

Subsequently, as the renovation of Koothambalam was incomplete and the executed work was defective, we have entrusted the rectification work and also the completion of the balance works to CPWD. CPWD has independently assessed the various works that had been executed and have pointed out the defects/deficiencies in the execution of work, including works that had been executed by you. CPWD has also provided a tentative estimate of the costs that would be incurred for rectification of the works including that the work executed by you. The same is being processed and actual costs of the rectification of the works that had been executed by you and other Contractors, can be ascertained only on the Contracts for the same being awarded and such rectification work being completed. In these circumstances, the Foundation is not in a position to immediately assess your liability towards the costs of such rectification. Accordingly, we are unable to accede to your request for any payment, since, as on date, your liability for the cost of rectification cannot be ascertained and on a preliminary estimate such costs would exceed the amounts, if any, that may be found payable to you.

that the contractor can remove his machinery any time,

Dali _____

From
M/s.Kalakshetra Foundation,
Chennai-600 041.

To

M/s.Chennai Engineers,
No.69A, 2nd Cross Street,
Srinivasa Nagar,
Kolathur,
Chennai-600 099

Our letter dt August 18, 2010 – (Rectification work)

Sir,

Sub: Payment due for Additions, Alterations and Civil works done at M/s.Kalakshetra Foundation –reg

Ref: 1. our letter dated 17.06.2010 (Adalam – To be checked) 1
2. Articles of Agreement dated 09.07.2010 To be checked – 2
3. Our letter of acceptance dated 18.08.2010 To be checked – 3
4. Your letter dated 18.11.2015 To be checked – 4 –

March 27, 2013
June 20, 2013

3) Minutes of Joint Inspection
Comm held at Kalakshetra
Our letter dt 6 Nov. 2013.
CARD as on 30/9/2013

We refer to the letter under Ref. No.4 above (dated 18.11.2015.)

We deny all the contents of your letter except those that are specifically admitted herein.

You were appointed as the Civil Contractor for Koothambalam on the recommendation of the Architect, Mr. Ravi Nilakantan/M/s.CARD. The execution of your work was being supervised by M/s.CARD. In view of the unsatisfactory implementation of the renovation work and overall failure in execution of the work and deficiencies in Architect's discharge of his services, we were compelled to terminate the Architect's Contract vide our notice dated 13 Sep 2013.

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Your claim for idling charges for the materials and machinery, is untenable, as the Foundation has, as early as on 06.11.2013 permitted you to remove your materials / machineries (which only of old / damaged /unusable / not working condition welding machinery -2, drilling machine - 1, small capacity compressor - 1 for spray painting work of negligible value) you have chosen not to remove them. The Foundation has never prevented you from taking away any of the materials and machineries. It is always open for you to take away your materials after duly identifying and inventorying the same and obtaining appropriate acknowledgement from the competent authority of the Foundation.

We therefore, reject your claim for payment of Rs.55,68,902/- or any other amount, and put you on notice that on the costs of rectification of the defective works, executed by you, being finalized, we shall take steps to recover the same from you. In the meanwhile, if you initiate any proceedings against the Foundation, please note that the Foundation will suitably defend the same from you. In the meanwhile, if you initiate any proceedings against the Foundation, please note that the Foundation will suitably defend the same, at your risk and costs.

Yours faithfully,

For Kalakshetra Foundation

Director.

permission to remove the machineries at any time vide our letter ref at 9 above (letter dated 06 November 2013.)

Subsequently, as the renovation of Koothambalam was incomplete and the executed work was defective, we have entrusted the rectification work and also the completion of the balance works to CPWD. CPWD has independently assessed the various works that had been executed and have pointed out the defects / deficiencies in the execution of work, including works that had been executed by you. The same is being processed and actual costs of the rectification works that had been executed by you and other contractors can be ascertained only on the contracts for the same being awarded and such rectification work being completed. In these circumstances, the Foundation is not in a position to immediately assess your liability towards the costs of such rectification. Accordingly, we are unable to accede to your request for any payment, since, as on date, your liability for the cost of the rectification cannot be ascertained. and on a preliminary estimate such costs would exceed the amounts, if any, that may be found payable to you.

Further on scrutinizing the bills/ payments that had been recommended by the Architect, we find that many of the terms of works are outside the scope of work of the tender and many tendered items were not executed by you, while non – tendered items appear to have been operated by you, without sanction of the competent authority of the Foundation.

We have reasons to apprehend that there was an unholy nexus between the Architect and you, which has caused unjust enrichment and benefit to you / Architect and loss to the Foundation.

We deny that any amount is due or payable to you. You are fully aware of the reasons for the stoppage of work.

We deny that a sum of Rs. 55, 68,902/- or any other amount is due and payable to you. Further, from the cursory perusal of your claims, it is apparent that most of them are fictitious and untenable claims which have been made only with intent to making unjust enrichment and without any basis either under the contract or in law.

7. Our letter dated 05.09.2013.
8. Joint inspection held on 30.09.2013.
9. Our letter dated 06.11.2013.
10. Your letter dated 18.11.2015.

We refer to the letter under Ref. No.10 above, (dated 18.11.2015).

We deny all the contents of your letter except those that are specifically admitted herein.

You were appointed as the Civil Contractor for Koothambalam work on the recommendation of the Architect, Mr. Ravi Niilakantan / M/s.CARD. The execution of your work was being supervised by M/s.CARD. Next Paragraph. In view of the unsatisfactory implementation of the renovation work and overall failure in execution of the work and deficiencies in Architect's discharge of his services, were compelled to terminate the Architect's Contract vide our notice dated 3rd Sep 2013. The same was communicated to you vide our letter ref at 7 above.

Deny the execution of your civil works by you,

Further, it was noticed that several water leakages at many places in the roof due to defect in the tiling work during the progress of work, were approved to you & same [illegible] by [illegible] The same was minuted in site co – ordination meeting held on 29.10.2011(Sat, Nov 5, 2011). However [illegible] You had not been taken steps to set right the defective tiling roof work.

However, The Kalakshetra Foundation requested to you to take up defective tiling roof work and set right the roof leakage vide our letter reference at 5, 6 above. Inspite of our letters and several reminders you had not been responded and not taken steps to set right the defective roof tiling work.

As the process of assessing the defective execution of the work was laborious and we, as an Educational / Cultural Institution, do not have the expertise to ascertain the same, we had requested the Architect and also the Contractors / Vendors recommended by him to be present at the Koothambalam on 30.09.2013 to assess the status of various works, the materials etc., at site and the same was jointly recorded. In response to your remarks in the joint inspection, Kalakshetra Foundation had already given the

Foundation has never prevented you from taking away any of the materials and machineries. It is always open for you to take away your materials after duly identifying and inventorying the same and obtaining appropriate acknowledgement from the competent authority of the Foundation.

We therefore, reject your claim for payment of Rs.55,68,902/- or any other amount, and put you on notice that on the costs of rectification of the defective works, executed by you, being finalized we shall take steps to recover the same from you. In the meanwhile, if you initiate any proceedings against the Foundation, please note that the Foundation will suitably defend the same, at your risk and costs.

Yours faithfully,

For Kalakshetra Foundation

Director.

him to be present at the Koothambalam on 30.09.2013 to assess the status of various works, the materials etc., at site and the same was jointly recorded. In response to your remarks in the joint inspection, Kalakshetra Foundation had already given the permission to remove the machineries at any time vide our letter ref at, 10 above (letter dated 06 November 2013.)

Subsequently, as the renovation of Koothambalam was incomplete and the executed work was defective, we have entrusted the rectification work and also the completion of the balance works to CPWD. CPWD has independently assessed the various works that had been executed and have pointed out the defects / deficiencies in the execution of work, including works that had been executed by you. The same is being processed and actual costs of the rectification works that had been executed by you and other contractors can be ascertained only on the contracts for the same being awarded and such rectification work being completed. In these circumstances, the Foundation is not in a position to immediately assess your liability towards the costs of such rectification. Accordingly, we are unable to accede to your request for any payment, since, as on date, your liability for the cost of the rectification cannot be ascertained.

Further on scrutinizing of the bills/ payments that had been recommended by the Architect M/s.CARD, we find that many of the terms of works are outside the scope of work of the tender and many tendered items were not executed by you, while non – tendered items appear to have been operated by you. We have reasons to apprehend that there was an unholy nexus between the Architect and you, which has caused unjust enrichment and benefit to you / Architect and loss to the Foundation.

Thus at present, we deny that a sum of Rs. 55, 68,902/- or any other amount is due and payable to you. Further, from the cursory perusal of your claims, it is apparent that most of them are fictitious and untenable claims which have been made only with intent to making unjust enrichment and without any basis either under the contract or in law.

Your claim for idling charges for the materials and machinery, is untenable, as the Foundation has, as early as on 20.06.2013 and 06.11.2013 permitted you to remove your materials / machineries (which only of old / damaged /unusable / not working condition welding machinery -2, drilling machine - 1, small capacity compressor - 1 ~~for spray painting work of negligible value~~) you have chosen not to remove them. The

7. Our letter dated 03.12.2013
8. Our letter dated 05.09.2013.
9. Joint inspection held on 30.09.2013.
10. Our letter dated 06.11.2013.
11. Your letter dated 18.11.2015.

We refer to the letter under Ref. No.11 above, (dated 18.11.2015).

We deny all the contents of your letter except those that are specifically admitted herein.

You were appointed as the Civil Contractor for Koothambalam work on the recommendation of the Architect, Mr. Ravi Niilakantan / M/s.CARD. The execution of your work was being supervised by M/s.CARD.

During the execution of civil work by you, ~~it was noticed that~~ several water leakages at many places in the roof due to defect in the tiling work were apprised to you. The same was minuted in site co – ordination meeting held on 29.10.2011 and 05.11.2011 (Sat, Nov 5, 2011). However, you had not taken steps to set right the defective tiling roof work.

Further ~~Thus,~~ Kalakshetra Foundation from time to time requested you to take up defective tiling roof work and set right the roof leakage vide our letter reference at 5, 6 & 7 above. Inspite of our letters and several reminders you had not responded and had not taken steps to set right the defective roof tiling work.

In view of the unsatisfactory implementation of the renovation work and overall failure in execution of the work and deficiencies in Architect's discharge of his services, ~~were~~ the office was ~~compelled to~~ terminated the Architect's Contract vide our notice dated 3rd Sep 2013. The same was communicated to you vide our letter ref at 8, above.

As the process of assessing the defective execution of the work was laborious and we, as an Educational / Cultural Institution, do not have the expertise to ascertain the same, we had requested the Architect and also the Contractors / Vendors recommended by

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In response to the Chennai engineer letter dated 18.11.2015, a draft letter has been drafted by our counsel lawyer Manoj menon and the same has been corrected with details is submitted below for kind perusal. The same may be verified and correction if any and approval before issue.

EO AO CAO DIRECTOR

F.No.legal/Chennai engineers/2015-16/KF Date 09.03.2016

From

By RPAD

The Director,
Kalakshetra Foundation,
Thiruvanmiyur,
Chennai 600 041.

To
M/s.Chennai Engineers,
No.69 A, 2nd Cross street,
Srinivasa Nagar,
Kolathur,
Chennai 600 099.

Sir,

Sub: Payment due for Additions, Alterations and Civil works done at Koothamabalam, Kalakshetra Foundation - reg.

Ref: 1. Our award letter dated 17.06.2010.
2. Articles of Agreement dated 09.07.2010.
3. Our award letter dated 18.08.2010.
4. Site co-ordination meeting held on 29.10.2011.
5. Our letter dated 27.03.2013.
6. Our letter dated 20.06.2013.

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if you initiate any proceedings against the Foundation, please note that the Foundation will suitably defend the same, at your risk and costs.

Yours faithfully,

For Kalakshetra Foundation

Director.

preliminary estimate such costs may exceed the amounts, if any, that may be found payable to you.

Further on scrutinizing the bills/ payments that had been recommended by the Architect, we find that many of the items of works are outside the scope of work of the tender and many tendered items were not executed by you, while non – tendered items appear to have been operated by you, without sanction of the competent authority of the Foundation.

We have reasons to apprehend that there was an unholy nexus between the Architect and you, which has caused unjust enrichment and benefit to you / Architect and loss to the Foundation.

We deny that any amount is due or payable to you. You are fully aware of the reasons for the stoppage of work.

We deny that a sum of Rs. 55, 68,902/- or any other amount is due and payable to you. Further, from the cursory perusal of your claims, it is apparent that most of them are fictitious and untenable claims which have been made only with intent to making unjust enrichment and without any basis either under the contract or in law.

Your claim for idling charges for the materials and machinery, is untenable, as the Foundation has, as early as on 06.11.2013 permitted you to remove your materials / machineries (which are only some old/damaged/ not in working condition welding machinery, drilling machine & small capacity compressor for spray painting work, all of which are of negligible value). You have chosen not to remove them. The Foundation has never prevented you from taking away any of the materials and machineries. It is always open for you to take away your materials after duly identifying and inventorying the same and obtaining appropriate acknowledgement from the competent authority of the Foundation.

We therefore, reject your claim for payment of Rs.55,68,902/- or any other amount, and put you on notice that on the costs of rectification of the defective works, executed by you, being finalized we shall take steps to recover the same from you. In the meanwhile,

You were appointed as the Civil Contractor for Koothambalam work on the recommendation of the Architect, Mr. Ravi Niilakantan / M/s.CARD. The execution of your work was being supervised by M/s.CARD. In view of the unsatisfactory implementation of the renovation work and overall failure in execution of the work and deficiencies in Architect's discharge of his services, we were compelled to terminate the Architect's Contract vide our notice dated 3rd Sep 2013. We have communicated to you about such termination vide our letter at No. 7 referred above.

During the execution of the work,leakages in the roof were noticed at many places due to defect in the tiling work. The same was recorded in site co–ordination meeting held on 29.10.2011. Vide our letters reference at No. 5, 6 above,you were instructed to rectify the same. However, no steps were taken by you to rectify the defective tiling.

As the process of assessing the defective execution of the work was laborious and we, as an Educational / Cultural Institution, do not have the expertise to ascertain the same, we had requested the Architect and also the Contractors / Vendors recommended by him to be present at the Koothambalam on 30.09.2013 to assess the status of various works, the materials etc., at site and the same was jointly recorded. In response to your remarks in the Memo of joint inspection, Kalakshetra had given the permission for you to remove the machineries at any time vide our letter ref at No.10 above (letter dated 06 November 2013.)

Subsequently, as the renovation of Koothambalam was incomplete and the executed work was defective, we have entrusted the rectification work and also the completion of the balance works to CPWD. CPWD has independently assessed the various works that had been executed and have pointed out the defects / deficiencies in the execution of work, including works that had been executed by you. The same is being processed and actual costs of the rectification works that had been executed by you and other contractors can be ascertained only on the contracts for the same being awarded and such rectification work being completed. In these circumstances, the Foundation is not in a position to immediately assess your liability towards the costs of such rectification. Accordingly, we are unable to accede to your request for any payment, since, as on date, your liability for the cost of the rectification cannot be ascertained and on a

FINAL - FROM - ADVOCATE SIR

Date 14.03.2016

69

F.No.legal/Chennai engineers/2015-16/KF

Date 09.03.2016

From

The Director,
Kalakshetra Foundation,
Thiruvanmiyur,
Chennai 600 041.

To
M/s.Chennai Engineers,
No.69 A, 2nd Cross street,
Srinivasa Nagar,
Kolathur,
Chennai 600 099.

Sir,

Sub: Civil works at Koothambalam, Kalakshetra Foundation - reg.

Ref:
1. Our award letter dated 17.06.2010.
2. Articles of Agreement dated 09.07.2010.
3. Our award letter dated 18.08.2010.
4. Site co-ordination meeting held on 29.10.2011.
5. Our letter dated 27.03.2013.
6. Our letter dated 20.06.2013.
7. Our letter dated 05.09.2013.
8. Joint inspection held on 30.09.2013.
9. Our letter dated 06.11.2013.
10. Your letter dated 18.11.2015.

We refer to the letter under Ref. No.10 above, (dated 18.11.2015).

We deny all the contents of your letter except those that are specifically admitted herein.

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Further on scrutinizing of the bills/ payments that had been recommended by the Architect M/s.CARD, we find that many of the terms of works are outside the scope of work of the tender and many tendered items were not executed by you, while non – tendered items appear to have been operated by you. We have reasons to apprehend that there was an unholy nexus between the Architect and you, which has caused unjust enrichment and benefit to you / Architect and loss to the Foundation.

Thus at present, we deny that a sum of Rs. 55, 68,902/- or any other amount is due and payable to you. Further, from the cursory perusal of your claims, it is apparent that most of them are fictitious and untenable claims which have been made only with intent to making unjust enrichment and without any basis either under the contract or in law.

Your claim for idling charges for the materials and machinery, is untenable, as the Foundation has, as early as on 20.06.2013 and 06.11.2013 permitted you to remove your materials / machineries (which only of old / damaged /unusable / not working condition welding machinery -2, drilling machine - 1, small capacity compressor - 1) you have chosen not to remove them. The Foundation has never prevented you from taking away any of the materials and machineries. It is always open for you to take away your materials after duly identifying and inventorying the same and obtaining appropriate acknowledgement from the competent authority of the Foundation.

We therefore, reject your claim for payment of Rs.55,68,902/- or any other amount, and put you on notice that on the costs of rectification of the defective works, executed by you, being finalized we shall take steps to recover the same from you. In the meanwhile, if you initiate any proceedings against the Foundation, please note that the Foundation will suitably defend the same, at your risk and costs.

Yours faithfully,

For Kalakshetra Foundation

Director.

During the execution of civil work by you, several water leakages at many places in the roof due to defect in the tiling work. The same was recorded in site co – ordination meeting held on 29.10.2011 and 05.11.2011 (Sat, Nov 5, 2011). However, you had not taken steps to set right the defective tiling roof work.

Further, Kalakshetra Foundation from time to time requested you to take up defective tiling roof work and set right the roof leakage vide our letter reference at 5, 6 & 7 above. Inspite of our letters and several reminders you had not responded and had not taken steps to set right the defective roof tiling work.

In view of the unsatisfactory implementation of the renovation work and overall failure in execution of the work and deficiencies in Architect's discharge of his services, this office was terminated the Architect's Contract vide our notice dated 3rd Sep 2013. We have communicated to you about such termination vide our letter No.8 referred above.

As the process of assessing the defective execution of the work was laborious and we, as an Educational / Cultural Institution, do not have the expertise to ascertain the same, we had requested the Architect and also the Contractors / Vendors recommended by him to be present at the Koothambalam on 30.09.2013 to assess the status of various works, the materials etc., at site and the same was jointly recorded. In response to your remarks in the Memo of joint inspection, Kalakshetra Foundation had given the permission to remove the machineries at any time vide our letter ref at, 10 above (letter dated 06 November 2013.)

Subsequently, as the renovation of Koothambalam was incomplete and the executed work was defective, we have entrusted the rectification work and also the completion of the balance works to CPWD. CPWD has independently assessed the various works that had been executed and have pointed out the defects / deficiencies in the execution of work, including works that had been executed by you. The same is being processed and actual costs of the rectification works that had been executed by you and other contractors can be ascertained only on the contracts for the same being awarded and such rectification work being completed. In these circumstances, the Foundation is not in a position to immediately assess your liability towards the costs of such rectification. Accordingly, we are unable to accede to your request for any payment, since, as on date, your liability for the cost of the rectification cannot be ascertained.

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स्सो वै सः

Registered Post with AD

Kalakshetra Foundation
Thiruvanmiyur, Chennai 600 041, India

F.No. legal/Chennai engineers/2015-16/KF Date 09.03.2016

To
M/s.Chennai Engineers,
No.69 A, 2nd Cross street,
Srinivasa Nagar,
Kolathur,
Chennai 600 099.

Sir,

Sub: Payment due for Additions, Alterations and Civil works done at Koothamabalam, Kalakshetra Foundation - reg.

Ref:
1. Our award letter dated 17.06.2010.
2. Articles of Agreement dated 09.07.2010.
3. Our award letter dated 18.08.2010.
4. Site co-ordination meeting held on 29.10.2011.
5. Our letter dated 27.03.2013.
6. Our letter dated 20.06.2013.
7. Our letter dated 03.12.2013
8. Our letter dated 05.09.2013.
9. Joint inspection held on 30.09.2013.
10. Our letter dated 06.11.2013.
11. Your letter dated 18.11.2015.

We refer to the letter under Ref. No.11 above, (dated 18.11.2015).

We deny all the contents of your letter except those that are specifically admitted herein.

You were appointed as the Civil Contractor for Koothambalam work on the recommendation of the Architect, Mr. Ravi Niilakantan / M/s.CARD. The execution of your work was being supervised by M/s.CARD.

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Founder : Smt. Rukmini Devi
Chairman : Sri N. Gopalaswami
(Former Chief Election Commissioner of India)
Director : Smt. Priyadarsini Govind

www.kalakshetra.in

Phone: +91-(044)-24520836 / 4057 / 184
Fax : +91-(044)24524359
e-mail: director@kalakshetra.in

		support	the following paragraphs of the C&AG report;- Para 2. It is the FC on 17th July 2008 directed to upgrade the project as per the provisions of GFR. (copy of the minutes is enclosed as annexure-I) Para 3 The sub-consultants for Electrical and HVAC works were appointed by M/s CARD directly and not by Kalakshetra Foundation. This is as per the terms of the agreement wherein it was stated that M/s CARD will appoint the sub-consultants as per the requirement of works. Further, no payment had been made by Kalakshetra Foundation to these consultants. (copy of the agreement with M/s CARD is enclosed as annexure-II). Regarding appointment of consultants for Sound, lighting system and sculptures, this office resorted to single selection basis being specialized nature of works ~~based on approval from the~~ by the ~~works~~ Committee under the knowledge & funds (copy of the note placed before the works committee is enclosed as annexure-~~IV~~ III) (except for sculptures) Regarding the figures of Rs.4.38 crore as mentioned in the report, it is submitted that the overall value of contract work covered was Rs.7.[illegible] crore. However the value of works executed till the closure of works was Rs.7.02 crore. (detail is enclosed as annexure-~~III~~ (IV) Para 3a. It is submitted that the appointment of consultants for electrical and HVAC, the same was carried out by M/s CARD directly as per the terms of the agreement. Kalakshetra Foundation has no role in the same and no payment had been made to these consultants. Para 3d:- This office could not verify

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EI061439731IN
Counter No:2,IP-Code:334
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CHENNAI, PIN:600099
From:KALAKSHEIPA FOUNDATION , CH 41
Wt:30grams,
PM:17.00,Amt:12.00 ,15/03/2016 ,15:51
Taxes:Rs.4.00<<Track on www.indiapost.gov.in>>

भारतीय डाक
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To chennai Engineers.

(74)

K. MANOJ MENON
Advocate
Haji Madhar Sha & Sons Building,
II Floor, 148, Second Line Beach,
Chennai - 600 001

Off: +91-44-25354955 / 25354977
Mobile: +91 9840078748
E-Mail: menon.kmanoj@gmail.com

BILL

Bill No.99/KMM/2015-16

Date: 03.03.20165

To:
M/s.Kalakshetra Foundation,
Kalakshetra Road/Muthulakshmi Road,
Thiruvanmiyur,Chennai-600 041.

Sub: M/s. Chennai Engineers

Sl.No.	Description	Amount (in Rs.)
1.	Towards Conference and Drafting of Reply	Rs.3,000/-
	Total	Rs.3,000/-

(RUPEES THREE THOUSAND ONLY)

All payments to be made by way of Cheque drawn in favour of "K. Manoj Menon" or credit to Mr. K. Manoj Menon, SB A/c. with ICICI Bank, Chennai Main Branch. SB A/c.No.602001504931,IFS Code No. ICIC 00006020.

K. Manoj Menon

N.B: Please note that as per Service Tax Notification Nos. 30/2012 and 36/2012, dated 20.06.2012, the entire Service Tax is payable by the person receiving the service. You would accordingly have to calculate the Service Tax payable and remit the same directly to the Government.

Note:
1. All payments to be made by way of cheque drawn in the name of **K. Manoj Menon**
2. I request you to forward Form No. 16-A towards tax deducted at source where applicable at the earliest **(PAN AGNPM 0063E)**

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KALAKSHETRA FOUNDATION

F.No.legal/Chennai engineers/2015-16/KF

Date 09.03.2016.

Sub: Legal fees – Conference & Drafting of Reply to M/s.Chennai Engineers – Reg.

Ref: Bill No.99/KMM/2015-16 dated 03.03.2016 for Rs. 3000/-

It is submitted that we requested Sri. Manoj Menon, Counsel, for drafting of reply to M/s.Chennai Engineers and other cases towards conference held at his chamber.

In this regard, our lawyer has submitted the bill for a sum of Rs. 3000/-(Rupees three thousand only) vide ref cited above. The same is kept herewith.

This may be perused and approved for payment.

Upon approval, the payment may be effected after deducting necessary TDS as applicable.

EO

AO

CAO

DIRECTOR

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प्राप्ति स्वीकृति (रसीद) ACKNOWLEDGEMENT

* एक रजिस्ट्री / बीमा पत्र/पोस्टकार्ड/पैकेट/पार्सल प्राप्त हुआ
* Received a Registered / Insured Letter/Postcard/Packet/Parcel

पाने वाले का नाम / Addressed to (Name)
M/S. Chennai Engineers,
No. 69 A, IIND Street,
Srinivasa Nagar, Kolathur
Chennai 600 099

†बीमा का मूल्य (रुपयों में)
†Insured for Rupees

वितरण की तारीख/Date of delivery 2016

* अनावश्यक को काट दिया जाए।
* Score out the matter not required.
† केवल बीमा वस्तुओं के लिए।
† For Insured articles only.

पाने वाले के हस्ताक्षर/Signature of addressee

76500767

आर. पी.-54—(एस)
R. P.-54—(S)

भारतीय डाक विभाग
DEPARTMENT OF POSTS, INDIA

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Date-Stamp

भेजने वाले का पता
Sender's Address

KALAKSHETRA FOUNDATION
THIRUVANMIYUR,
CHENNAI-600 041

पिन/PIN

MGIPCBE—CRC—3 PSD/CH/15 (22)—1-6-2015—80,000 Pads.