

- Engineer officer and the consultant (KF) informed that the bills given by M/s.Chennai Engineers and as vetted by M/s.CARD lacked various aspects for passing.
- In order to comply with the governmental formalities these bills need to be transferred back to M/s.CARD for correction. Sometimes, the Measurement book submitted by COW also not tallying with the calculations with the bills.
- The Consultant (KF) shown the some of the measurement book which are not complying with formalities by COW.
- M/s.CARD has agreed to the suggestion by the members that the third party midcourse technical evaluation be done at the earliest.
- M/s.CARD has taken note of this, and informed that necessary corrections and rectification in consultation with consultant / Kalakshetra Foundation. CAO informed that the Kalakshetra Foundation is a governmental organisation under Ministry of Culture and had to follow governmental regulations and its work being monitored by various statutory regulatory mechanisms. For this Shri.P.T. Krishnan expressed that being a prestigious project it is our endeavour that this project has to be completed without giving any room for complaint and everybody involved in this project should work in unison to complete the task in hand. M/s.CARD thanked other members for this meeting and informed that COW at the site will be suitably instructed to be pro-active and work in tandem with the KF counterparts. Engineer officer informed that material advance as given by COW needs revision for which it was assured that the actual guidelines on this will be looked into and attempted and hoped there would not be room for any complaint henceforth. Shri.Panneerselvam on his part assured that the work will be speeded up immediately so that a concrete completion would be achieved before end of August 2011, when M/s.CARD will be giving the overall presentation on the progress of work before the governing board.

  
T.S.Murthi

Chief Accounts Officer  
Kalakshetra Foundation, Chennai.

To,

- All the Participants of the meeting

(1)

the deviations were bound to be more than what is normal when compared to other building projects. The excesses, need to be paired off with the anticipated saving in the report to be submitted by M/s.CARD.

Regarding item sl.no. (ii), the new items which were not in the original scope of work, but had to be taken up urgently in order to keep up with the sequence of construction, should be clearly itemised and a report on the settlement of rates should be submitted by M/s CARD justifying the need for such action. Although part payment may have been made for these items at the rates available in the existing schedule this is accepted as a general practice. Pending approval of the works committee, any spill over bills on these items may be considered for passing pending approval of works committee taking into consideration the over all progress of work should not suffer due to want of funds.

Regarding sl.no (iii) the new items needed for the completion of the Koothambalam restoration project as a whole including the surrounding out door environment M/s CARD, after discussions with Kalakshetra has drawn up a list of desirable and necessary works. A justification note on these items indicating the need for the above work along with the quantity and rate analysis and total cost is to be submitted for approval. Based on this, Kalakshetra will prepare a paper to be submitted to Works committee seeking approval before proceeding with the work. Only on approval of works committee are these items to be taken further, either with the same contractor or with a new contractor as the case may be. This needs to be put up to the works committee seeking approval.

M/s.CARD while appreciating the action to be taken in this regard consented to furnish the above required information in a day or two.

*At this juncture, the general topics on the progress of work were taken up along with the M/s.Chennai Engineers /contractor.* The following the general topics were discussed:

- M/s.Chennai Engineers assured that the letter requesting extension of time for the contract giving reasons for the same will be given to M/s.CARD for his comments and forwarding the same to Kalakshetra Foundation immediately. Regarding cost escalation for the some of the items such sand, wood, etc., M/S CARD is to send his recommendations on the contractor's request stating the reasons why it should be considered as there is no provision in the contract for such escalation. Kalakshetra will get the opinion of the Works committee on this before taking any further action.

Received,  
D. Ra. (Bygone) 10/5/11 1.00 PM  
S. Ra. (Suyakumar)

157

Minutes of the meeting held between Kalakshetra Foundation and M/s.CARD on  
11.05.2011 at 11.30 am at Shri.P.T.Krishnan Chamber

Members present

S/shri

- i. P.T.Krishnan – Member – Governing Board – Kalakshetra Foundation
- ii. T.S.Murthi .CAO
- iii. V.Srinivasan. Engineer Officer.
- iv. S.RadhaKrishnan – Consultant works
- v. Ravi nilakantan – M/s.CARD – Consulting Architect.
- vi. S.Panneer Selvam - M/s.Chennai Engineers – Contractor.

At the outset, Shri.P.T.Krishnan observed that renovation of Koothambalam being a prestigious project of Ministry of Culture, it needs to be implemented in right earnest and completed within the prescribed time by following all the Governmental procedures in true letter and spirit. The contractor was questioned about the delay in the progress of work, and the consultant Architect also agreed that there had been a delay in the work particularly from December 2010 to April 2011. For this CAO appraised that no bill from M/s.Chennai Engineers was pending as of now and any delay in payment of initial bills were mainly due to non compliance of procedures while submitting the bill by the contractor. In this context it was also informed that much time has been taken up in correcting the entries in the Measurement book as per the requirements.

Regarding the project cost review submitted by the architect in his note dated 20<sup>th</sup> April 2011, it was found necessary to segregate it into three parts as described below to obtain a clear picture of the financial status of the project. *(at this point of time Shri.Panneer Selvam M/s. Chennai Engineers has excused himself).*

- i. Deviations to the original scope of work already awarded to Chennai Engineers
- ii. New works which are in progress and which need post facto approval.
- iii. New works for which approval is now sought from Kalakshetra

The method of segregating them was discussed and M/S CARD is to submit a revised report incorporating the following;


Regarding sl.no (i) above, M/s.CARD is to prepare a deviation statement of these items indicating tender quantity, executed quantity and anticipated balance quantity with a justification for the deviations. M/S CARD mentioned that this being a complicated restoration project with incomplete documentation on the original building.

3

421

You are requested to furnish the above notes urgently covering the topics discussed individually for submission to the papers to the Works Committee for approval.

This may please be treated as "Most urgent"

  
Director.

(4)



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## Kalakshetra Foundation

4.62

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

May 18, 2011

To  
M/s.CARD,  
#10,A, 2<sup>nd</sup> floor, Dhanalakshmi colony,  
1<sup>st</sup> street, Vadapalani,  
Chennai. 600 026.

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

Ref: Minutes of meeting held on 11.05.2011

Please refer to the minutes of the meeting held at Shri.P.T.Krishnan office on 11.05.2011, where in the progress of work on renovation of the Koothambalam work was discussed. You may also please recall that as per the minutes M/s.CARD has to furnish the detailed note on each of the following.

**i. Deviations to the original scope of work already awarded to Chennai Engineers**

M/s.CARD is to prepare a deviation statement of these items indicating tender quantity, executed quantity and anticipated balance quantity with a justification for the deviations. M/S CARD mentioned that this being a complicated restoration project with incomplete documentation on the original building, the deviations were bound to be more than what is normal when compared to other building projects. The excesses, need to be paired off with the anticipated saving in the report to be submitted by M/s.CARD.

**ii. New works which are in progress and which need post facto approval.**

The new items of work are not in the original scope of work, but had to be taken up urgently in order to keep up with the sequence of construction, should be clearly itemized and a report on the settlement of rates should be submitted by M/s CARD justifying the need for such action along with a rate analysis substantiated by vouchers

**iii. New works for which approval is now sought from Kalakshetra**

The new items needed for the completion of the Koothambalam restoration project as a whole including the surrounding out door environment M/s CARD, after discussions with Kalakshetra has drawn up a list of desirable and necessary works. A justification note on these items indicating the need for the above work along with the quantity and rate analysis and total cost is to be submitted for approval.

.....2

Received  
D. Ra. Sanyal  
18/5/2011  
5.00 PM.

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  
www.kalakshetra.in



01/01/2012

Dear Sri Ravi,

During the 36<sup>th</sup> Governing Board meeting held on 14<sup>th</sup> February, 2011 while discussing the various activities and works presently undertaken by Kalakshetra Foundation, Governing Board members felt that a presentation by M/s.CARD regarding his work in 'Renovation of Koothambalam' may be done in the next Governing Board meeting. It is therefore requested that you are to be presented at the next Governing Board meeting scheduled to be held at 10.00 a.m. on 24<sup>th</sup> January, 2012 in Kalakshetra premises. Your presentation may cover the issues chronologically, regarding your appointment, the nature of work envisaged, the actual nature of work done, short falls if any, reasons for cost and time over run, the projection for the future, and any other matter as considered by you significant, to be presented to the Governing Board in a power point mode. You may kindly note that the time duration for the power point presentation may not exceed twenty minutes.

Followed by the power point presentation, there will be a discussion on the subject and may require answers to the technical/commercial queries raised by the Governing Board members in an appropriate way.

You may kindly confirm your availability and convenience to attend the meeting.

Yours sincerely

*Leela Samson*

Leela Samson  
Director

Sri Ravi Nilakandan  
Consulting Architect  
M/s.CARD  
No.10-A, Second Floor  
Dhanalakshmi Colony  
1<sup>st</sup> Street, Vadapalani  
Chennai 600 026

*Received sealed  
over  
S. R. Rajan  
31/1/2012  
11.20 AM*

(B)



March 14, 2012

Mr.Ravi Nilakantan  
Architect  
Centre for Architectural Research and Design  
#10A, First Street  
Dhanalakshmi Colony  
Vadapalani  
Chennai 600 026

Sir,

Sub: Amendment & additional incorporation of period of contract to the offer letter dated 11<sup>th</sup> Sep. 2009 issued to M/s.CARD with regard to Architectural services for the works in Kalakshetra Foundation

Ref: Offer letter ref.D:2009-2010/IV.Director/2.Official/civil works committee.doc.  
dated 11/9/2009

This has reference to the offer letter cited above and would like to inform you that the following amendments in the said offer letter has been done after mutual consent with immediate effect.

1. The services of Architect covering the scope of work from Sl.No.I to IV in the said offer letter, dated 11/9/2009 may be amended and read as "Up gradation of Koothambalam" only. Page 30/tn  
231
2. Additionally, the following term is also be incorporated in the said offer letter dated 11/9/2009.

"The period of services / contract is valid up to 11<sup>th</sup> September, 2012".

All other terms and conditions of the said offer letter dated 11/9/2009 will remain the same.

The amendment and additional clause of period of contract as stated above are irrevocable and arrived at by mutual consent.

This letter may please be signed by you, confirming your acceptance of the terms and conditions and sent back to us for our record.

Yours sincerely, (7)

  
Leela Samson  
Director



March 29, 2012

Mr. Ravi Niilakantan  
Architect  
Centre for Architectural Research and Design  
#10A, First Street  
Dhanalakshmi Colony  
Vadapalani  
Chennai 600 026

Sir,

Sub: Amendment & additional incorporation of period of contract to the offer letter dated 11<sup>th</sup> Sep. 2009 issued to M/s.CARD with regard to Architectural services for the Works in Kalakshetra Foundation

Ref: Offer letter ref.D:2009-2010/TV.Director/2.Official/civil works committee.doc.  
Dated 11/9/2009

This has reference to the offer letter cited above and the discussions with you on 03.03.2012 following which amendments in the said offer letter has been agreed upon through mutual consent with immediate effect.

The amendments are as follows:

1. The services of Architect covering the scope of work from Sl.No.I to VI in the said offer letter, dated 11/9/2009 may be amended and read as "Up gradation of Koothambalam" only.
2. Additionally, the following term is also be incorporated in the said offer letter dated 11/9/2009.

"The period of services / contract is valid up to 11<sup>th</sup> September, 2012".

All other terms and conditions of the said offer letter dated 11/9/2009 will remain the same.

The amendment and additional clause of period of contract as stated above are irrevocable and arrived at by mutual consent.

This letter may please be signed by you, confirming your acceptance of the terms and conditions and sent back to us for our record.

Yours sincerely,

*Leela Samson*

Leela Samson 29/3/2012  
Director

(8)

Recd  
17/5/12  
Replied 24/5/12  
*[Signature]*





4. Our fee on the Koothambalam project account is pending from Sept.2011. For the financial year 11-12, we are paid Rs 3.7 lacs against a bill of Rs.12lacs. We have to raise further bills as per the order which we have been holding back pending clarity and direction from you.

Please understand that substantial amount of works, has been undertaken with good intentions and such amendments will kill the spirit of the project.

Further , we are not clear on the words "the period of services/contract validity". While this does not have our consent, we are not clear as to what will happen if the envisaged work is not completed? Who will supervise and certify the work?

We honour and respect your organisation and are proud to work with you. We would be happy if we could meet and agree clearly on the revised scope of work and terms so that we can plan to proceed accordingly.

Thanks and regards,

  
Ravi Nilakantan

CENTRE FOR ARCHITECTURAL RESEARCH & DESIGN

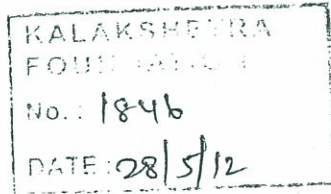
ARCHITECTURE O LANDSCAPE O INTERIORS

Received on

Dt. 28/5/12

24th May 2012

The Director,  
Kalakshetra Foundation,  
Thiruvannamiyur,  
Chennai 600041



Sub: Your letter dt. 29th March 2012 reg. Amendment and additional incorporation of period of contract to the offer letter dt. 11th Sep 2009 issued to M/s. CARD, with regard to Architectural services for the works in Kalakshetra foundation.

Ref: Offer letter ref. D:2009-2010/IV. Director/2.Official/civil works committee.doc dt. 11.9.2009.

Sir,

We refer to your above letter which we received only on 17.05.2012.

We are surprised to note the words "CONSENT" appearing in the letter. During the meeting, in response to the intentions stated by the Director about sharing of works with other architects, we had agreed to consider the same in principle subject to the fact that our commercial interests as outlined in the order and as per normal industry practices are taken care of. In deference and as a token of our regard to your institution, the drafting of the proposed scope of work was left to you. Our consent for the revised scope has not been asked for as yet.

In this connection we also request you to consider the following:

1. Our advance bill (2nd RA & part) for Rs 10 Lacs for the **Master plan** was submitted to you in Oct.2011. Queries on the bill, were clarified by our letter dt.20.12.2011. Please note that the entire invoice amount of Rs. 10 lacs is still pending.
2. During the above said meeting it was promised to us that Kalakshetra would regularise the design proposal and budget for the Engineering workshop immediately. We are awaiting this regularisation to enable us to submit our bill for Rs. 3 lacs which will be 30% of the fee.
3. Regarding KOOTHAMBALAM the project started in July 2010. The project seems to be progressing slowly though we have provided whatever inputs are to be provided by us. A financial proposal was submitted at your instance in February 2011 amounting to Rs. 8 - 9 Crores. A revised proposal was also submitted in Feb.2012 for a value of Rs. 9- 11 Crores, at your instance. We are still awaiting feedback on the same.

*[Handwritten signature]*  
(10)

*Kalakshetra*

Works kalakshetra <works@kalakshetra.in>

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**Re: Regarding preliminary estimate papers.**

---

Works kalakshetra <works@kalakshetra.in>

Sat, Jul 21, 2012 at 11:21 AM

To: "j.ra.jayakumar jayaramanradhabai" <jrajayakumar27@gmail.com>

Dear J.Ra.j,

CPWD specification 2009 - volume 1 and volume - 2 booklets - hard copies available in the office. please collect it immediately.

However, this is for your information that the soft copy will available in the internet.

Please refer the clause page 44 of 53 of M/s.CARD that the works shall be executed in accordance with the CPWD specifications for the works and as otherwise specified.

Please feel free to contact, any details required for the preparation of preliminary estimates for the koothambalam ( new works - pending award).

Please recall that the statement details for the committed works HVAC, Electrical showing the details ( as format given by the kalakshetra ) may be arranged to submit to this office. this is pending and treat this most urgent.

v.srinivasan

On Sat, Jul 21, 2012 at 9:35 AM, j.ra.jayakumar jayaramanradhabai <jrajayakumar27@gmail.com> wrote:

Dear Mr.Srinivasan,

I have received the following papers from your office on 17.07.2012.

- 1.Preliminary estimate request letter.
- 2.Fincial papers-2005.(GFR).
- 3.Preliminary estimate details-cpwd 2012

Note:The soft copy and hard copy of Cpwd specifications not yet received.  
Ravi sir is insisting to get the detailed specifications of cpwd form your office to avoid unnecessary work delay.

Thanks & Regards,  
J.RA.Jayakumar.

11



July 17, 2012

Shri.Ravi Nilakantan  
Architect  
Centre for Architectural Research and Design  
#10A, First Street  
Dhanalakshmi Colony  
Vadapalani  
Chennai 600 026

Sir,

Sub: Koothambalam project – calling for Preparation and submission of Preliminary Estimate for new works  
Pending award– Reg.

Ref: Meeting held on 9.07.2012

With reference to the meeting held on 9.7.2012 in the kalakshetra Foundation regarding the koothambalam project for which preliminary estimate for the new works - (pending award) are yet to be undertaken and the copy of the model of the preliminary estimate is also enclosed for your perusal.

We also enclose the relevant portions of Works contract, Contract management as contemplated in the GFR (General Financial Rules and CPWD Manual for your perusal and the preliminary estimate may kindly be prepared in the above line as assured by you in the above said meeting at the earliest so that the same may be placed before the works committee for necessary approval.

The specification, rate analysis of CPWD and other information are also available in the internet

Please treat this matter as MOST URGENT

Yours faithfully,

Babeeta Narang  
Chief Accounts Officer

Received on  
17/6/2012  
D. Ra. (Bajal)

(12)

CENTRE FOR ARCHITECTURAL RESEARCH & DESIGN

ARCHITECTURE ○ LANDSCAPE ○ INTERIORS

July 25,2012.

Smt. Babita Narang  
CAO  
Kalakshetra Foundation  
Thiruvanmiyur,  
Chennai - 600041

Dear Smt. Babita Narang,

Sub: Koothambalam project \_ calling for Preparation of Preliminary Estimate for new works pending Award - Reg.

Ref: Meeting held on 09.07.12 at Kalakshetra Office  
Your Letter dt. July 17,2012.

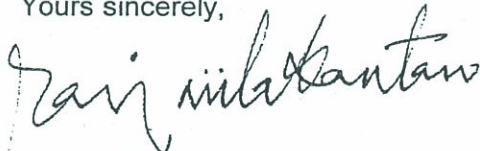
As agreed in the meeting on the meeting on July 9<sup>th</sup> 2012, we are submitting the revised budgetary estimates in the format required by you.

However we do like to bring to your kind notice that this is the third time we would be presenting the budget – the format changes but the principle remains the same. We also request to kindly note that the budgets are pending approval for over 18 months and work has been stopped for the past 6 - 8 months. We would like to respectfully submit that submitting more revised budgets would serve little purpose unless they are approved and work commences.

We had also discussed our pending bills on the 09.07.12 meeting. In this context, we would also like to bring to your attention that our bills are pending with you for 9 months and we request that the payment be provided to us by next week.

Regards,

Yours sincerely,



Ravi Niilakantan

Encl . Budget - 10 pages

(13)

with works contract, contract management as contemplated in the GFR (General Financial Rules and CPWD manual as stipulated by the Government of India. The same was pointed out the by recent audit and objected and not following the procedure adopted in the CPWD.

Further, we already given the relevant portions of Works contract, Contract management as contemplated in the GFR (General Financial Rules and CPWD Manual for your perusal and the preliminary estimate may kindly be prepared in the above line as assured by you in the above said meeting at the earliest so that the same may be placed before the works committee for necessary approval. In addition to that a copy of preliminary estimate prepared by the CPWD had also enclosed for your perusal. You would understand and agree that the estimates have not been held at our end. Without adhering the CPWD format for preparation of preliminary estimate, the approval from the works committee would not be possible.

Thus I request you to cooperate and submit the preliminary estimate as per the format followed by the CPWD (The format had already given) for award pending works. The delay caused by your in submitting the preliminary estimates for award pending works would result in getting further delay in approval of competent authority.

Further I would like to draw your kind attention that detailed estimate for committed works expenditure with regard to HVAC and Electrical installation have not been submitted by you to this office inspite of repeated requests from our end.

You will also agree that you have carried out excess operation of items, Non tender items (Extra items), deviation of items from the scope of work, executed quantity beyond limit of competent authority and also material variation in the scope of work and the changed materials specification without prior approval of the Works Committee or Finance concurrence. Such procedure lapses will automatically leads to delay in payment and would amount to a situation of fait accompli which would the audit will surely not appreciate. Thus if the bills have been kept pending it is because the appropriate sanction and concurrences as mentioned above could not been accorded due to these lapses.

I would again reiterate that kindly ensure the speedy submission of the estimates in the prescribe proforma so that the work could be commenced at the earliest and details processed accordingly.

Please treat this matter as **MOST URGENT**

Yours faithfully,

*Babeeta Narang*

Babeeta Narang  
Chief Accounts Officer

Received  
on. T. No. Bajare  
6/8/2012

(14)



Shri.Ravi Niilakantan  
Architect  
Centre for Architectural Research and Design  
#10A, First Street  
Dhanalakshmi Colony  
Vadapalani  
Chennai 600 026

August 3, 2012

Sir,

Sub: Koothambalam project – calling for Preparation and submission of Preliminary Estimate for  
New works Pending award– Reg.

Ref:

- i). Meeting held on 9.07.2012.
- ii) Our letter dated July 17, 2012
- iii) Your letter dated July 25, 2012.

I am to invite a reference to the letter cited in sl.iii) above, and to say that the preliminary estimate submitted by you, with regard to award pending works(Civil) for the tune of Rs. 3.63,94,599/-to this office on July 25, 2012 is not as per the CPWD pattern and does not contain the following details – Report of the preliminary estimate which includes History, Design and scope of work, Basis of rate (this should be followed Delhi Plinth Area Rate (DPAAR) and Delhi Schedule of Rate (DSR) plus hypothecated cost of Indices (CI) and local market rate (LMR), Method of calling of tender, time, Land, Tools and plants (T&P). The above information should be taken as mandatory in the preliminary estimate. You may be aware that the Governing Board had specifically instructed that estimate should have been drawn up and sanctioned before the works commenced. Further I am constrained to point out to you that you have mentioned a presentation of Budget in your letter whereas we required a preliminary estimate of the award pending works from your end that would make the auditorium functional with basic amenities.

As per the clause XXI of contract entered with you, the work should be executed strictly in accordance with the CPWD Specification. Further the basis of rates should also be prepared with CPWD basis of rates ie DSR (Delhi Schedule of Rates only), whereas the rate adopted by you for making preliminary estimate to the tune of Rs. 3.63, 94,599/-in the market rate.

Kalakshetra Foundation is an autonomous institution under Ministry of Culture, Government of India. Hence, all requirements with regard to civil and other works preparation should be complied

15



CENTRE FOR ARCHITECTURAL RESEARCH & DESIGN

ARCHITECTURE ○ LANDSCAPE ○ INTERIORS

*CAS Engineer / AO 13/9  
Key for h.a.  
13.9*

13/9/12

13.09.2012

To,  
The Deputy Director,  
Kalakshetra Foundation,  
Thiruvanmiyur, Chennai,  
Tamil Nadu 600041

2107

13/9/12

Dear Sir,

We have not heard from you for a long time.

We wish to bring to your notice that with the approaching monsoon, there exists a strong possibility of damage to woodwork in the Kootambalam as the roof is not complete – we are sure you are taking adequate care. ↓

We also request you to please pay our outstanding fees – they have been pending for a long time. As a very internationally reputed institution we are sure you would not like to cause hardship to architects like us with such delayed payments and look forward to receiving our fees at the earliest.

Looking forward to your response and we reiterate that we shall be glad to assist as required.

Regards,

*Ravi Niilakantan*

Ravi Niilakantan

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Without adhering to the CPWD format for preparation of estimate, the approval from the Finance committee will not be possible as the same would be processed therein only in consonance with the requirements of the GFR. Kalakshetra Foundation was not responsible for the delay for non submission of preliminary estimates in the correct format. Unless the estimate is cleared up the Works Committee and the Finance Committee, we will not be in a position to put up the clearance of other pending works to the Works Committee as the same would be scrutinized by the committee only against an approved and sanctioned estimate.

The roof of the Koothambalam has been completed except the front roof (North entrance). This may be taken up immediately and completed as this has been a long time pending work and has not been executed so far. You are aware that the same has been covered in the original scope of work awarded to the contractor.. This may be expedited without any further delay. As regards the red oxide flooring the same may be done in the final stage of completion after completion of the all other works in the Koothamabalam.

During the rainy season it has been noticed that water leakage from the roofing inside the roof in the stage area ( 4 locations), audience area (5 locations), mezzanine floor (4 locations) and green roof slab / machine plantation area ( 3 locations), the past also we had witnessed the same problem during the Saturday meeting and minuted on without any rectification ( Since November 5, 2011). This may be arranged to be rectified through the contractor M/s.Chennai Engineers before the onset of ensuing monsoon.

As regards the pending payments, all the fees payable to M/s.CARD have been paid except preparation of Master plan and general lighting, DG set, UPs provisions in the Koothambalam, all of which are yet to be approved by the Works committee. The same will be placed before the works committee for approval, once the estimate is cleared. Hence the need to stress on your compliance to GFR provision while submitting the estimate, as all other approvals will get delayed, if the clearance of the estimate is delayed. Please ensure speedy submission of the details estimate in consonance with the provision of GFR.

This issue with the approval of competent authority.

Thanking you,

Yours faithfully,

  
S.Ramachandran

Administrative Officer

Encl: as above

O/C

Shri.Ravi Nilakantan  
Architect  
Centre for Architectural Research and Design  
#10A, First Street  
Dhanalakshmi Colony  
Vadapalani  
Chennai 600 026

September 24, 2012

Sir,

Sub: Koothambalam project – Reg.

- i) Meeting held on 9.07.2012.
- ii) Our letter dated July 17, 2012
- iii) Your letter dated July 25, 2012.
- iv) Your letter dated 13.09.2012.

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Apropos the subject mentioned supra, we would like to recall and place before the following for your information:

We have already communicated vide reference ii) cited above regarding pending award works and the report of the preliminary estimate which includes History, Design and scope of work, Basis of rate (this should be followed Delhi Plinth Area Rate (DPAR) and Delhi Schedule of Rate (DSR) plus hypothecated cost of Indices (CI) and local market rate (LMR), Method of calling of tender, time, Land, Tools and plants (T&P). The above information should be taken as mandatory in the preliminary estimate, for which we had already provided the relevant portions of Works contract, contract management providing as contemplated in the GFR for preparation of detailed estimate (model of copy a detailed estimate prepared by the CPWD is enclosed) in the above line for placing before the works committee for necessary approval.

As you are aware, Kalakshetra Foundation is an autonomous institution directly working under the administrative control of Ministry of Culture, Government of India. Hence, all requirements with regard to civil and other works preparation should be complied with as contemplated in the GFR (General Financial Rules) and the CPWD manual as stipulated by the Government of India. The same was pointed out by the recent CAG audits who have objected to the non conformity of the procedure adopted to those adopted by other Govt. agencies.

...2

(18)

*Handwritten notes: 10/10/12, 4/10*  
CENTRE FOR ARCHITECTURAL RESEARCH & DESIGN  
ARCHITECTURE ○ LANDSCAPE ○ INTERIORS

05.10.2012

To,  
A.O  
Kalakshetra Foundation,  
Thiruvanmiyur, Chennai.

*5/10/12*

Sir,

*2168  
6/10/12*

Sub: Kootambalam Project  
Ref: Your letter dated 24.09.2012

We wish to reiterate that the CPWD format was not indicated during the time of signing the contract. We are prepared to do this for you now, but would entail an additional cost for such preparation – please confirm that this is acceptable to you and we can send you an estimate.

We regret to note that we are yet to receive our fees which have been pending for a long time for no fault of ours.

Regarding Engineering shed - all drawings and estimates were provided on oral instructions by Kalakshetra. All officers are aware of the decision.

Regarding Kootambalam - please note that we have been paid only 65% of the Kootambalam cost. UPS, Generator and Lighting works are complete on site as per drawings. These works were accomplished involving other professionals, and their payments have been pending because of non-disbursement of our fees from your end.

We will need all pending payments immediately.

We have corresponded quite often and regret that we are not able to make any headway – we suggest a meeting with the Chairman and the Deputy Director or anyone you suggest with the objective to take decisions across the table to resolve the issues.

We look forward to hearing from you so that we can close the issue and move forward with the Works in the Campus.

Regards,

*Handwritten signature: Ravi Nilakantan*  
Ravi Nilakantan

*(19)*

145

*Kalakshetra*

Works kalakshetra <works@kalakshetra.in>

---

## Master plan for kalakshetra - reg

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Works kalakshetra <works@kalakshetra.in>

Wed, Nov 23, 2011 at 2:23 PM

To: ravi <card@vsnl.com>

Cc: Director Kalakshetra <director@kalakshetra.in>, d dd <dd@kalakshetra.in>

Bcc: CAO Kalakshetra <cao@kalakshetra.in>, AO Kalakshetra <ao@kalakshetra.in>

Please refer to your letter enclosing the bill for Rs.7.50 lakhs towards master plan concept and development advance before passing this bill we may require the following clarification.

1. Basis on which Rs.7.50 lakh have been claimed
2. since this amount was claimed as Advance in your bill, the total value of architectural fees claimed by you, may be given.
3. It could be seen from our files that no separate agreement was entered for this job and specify the fee, time of completion, method of payment and payment of any advance. The details if any available with you may please be furnished to this office.

The reply to above clarification required may please be sent to this office urgently for taking action in this regard.

yours faithfully

v.srinivasan

(20)

All normal procedures were followed in award of work. Several crores of payments have been made by Kalakshetra.

Our purview of work is estimation, design, drawings and coordination and all financial approvals are done by Kalakshetra.

We like to bring to your notice, that our payments for Koothambalam, Masterplan and Engineering shed tuning @ 15lacs are pending clearance for more than 15 months.

Will appreciate if these can be cleared immediately.

Yours sincerely,

Ravi nilakantan

--

**Centre for Architectural Research & Design**

#10A, First street, Dhanalakshmi Colony,

Vadapalani, Chennai - 600026. INDIA.

Tel: +91 44 23623972, +914423622433.

(2)



Works kalakshetra &lt; works@kalakshetra.in &gt;

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**FW: Kalakshetra**

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Saveheritage &lt; saveheritage@gmail.com &gt;

Mon, Jan 7, 2013 at 8:20 PM

To: d dd &lt; dd@kalakshetra.in &gt;, Works kalakshetra &lt; works@kalakshetra.in &gt;

Dear Karun and Srinivasan, He doesn't seem very cooperative n wants to wish away the issues. Hard decisions are on the way I guess. Pl study his mail and talk to me. Ravi rao

---

**From:** Ravi Nilakantan [mailto:card.chennai@gmail.com]**Sent:** Monday, January 07, 2013 4:21 PM**To:** Saveheritage**Subject:** Kalakshetra

Dear Sri. Ravi Gundu rao,

Happy to note that you have taken over as Chairman of Works committee - Kalakshetra for closure of works.

We missed meeting Sri. T M Krishna, during our meeting on the 3rd Jan. 2013 at Kalakshetra office.

We can assure you will have our fullest cooperation.

Regarding your query on the Rate analysis, we have provided to Kalakshetra the comparative statement of all bidders, along with CARD RA as material, Labour and OH & P.

We have already provided a soft copy to Kalakshetra.

Our tender workings (L,B,& D) were done manually. We now, do not have record of the manual working sheets.

with ref. to the doubts,

raised by you during the meeting about the earlier Works committee approvals,

Please be informed that during all tender finalisation the Engineer, CAO and the former director were present.

I will like to put on record the following:

1. We were appointed by Kalakshetra, after due selection.
2. We have carried out our duties, in the required professional manner.
3. More than FIVE vendors were called for each tender. ie. Civil, Elec & HVAC
4. All tenders were opened in the presence of Kalakshetra representatives.

22

Our purview of work is estimation, design, drawings and coordination and all financial approvals are done by Kalakshetra.

We like to bring to your notice, that our payments for Koothambalam, Masterplan and Engineering shed tuning @ 15lacs are pending clearance for more than 15 months.

Will appreciate if these can be cleared immediately.

Yours sincerely,

Ravi niilakantan

--

**Centre for Architectural Research & Design**

#10A, First street, Dhanalakshmi Colony,

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Tel: +91 44 23623972, +914423622433.

(23)

Chairman Works Committee  
Kalakshetra Foundation-Chennai

Cc: for kind information A/A and for office files please.

---

**From:** Ravi Niilakantan [mailto:card.chennai@gmail.com]  
**Sent:** Monday, January 07, 2013 4:21 PM  
**To:** Saveheritage  
**Subject:** Kalakshetra

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4. All tenders were opened in the presence of Kalakshetra representatives.

All normal procedures were followed in award of work. Several crores of payments have been made by Kalakshetra.







Works kalakshetra &lt; works@kalakshetra.in &gt;

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**RE: Kalakshetra**

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Saveheritage &lt; saveheritage@gmail.com &gt;

Tue, Jan 8, 2013 at 11:32 AM

To: Ravi Niilakantan &lt; card.chennai@gmail.com &gt;

Cc: Works kalakshetra &lt; works@kalakshetra.in &gt;, d dd &lt; dd@kalakshetra.in &gt;, CAO Kalakshetra &lt; cao@kalakshetra.in &gt;, tmkrishna@gmail.com

To,

Ar.Ravi Niilakantan

Principal Architect

Centre for Architectural Research &amp; Design

#10A, First street, Dhanalakshmi Colony,

Vadapalani, Chennai - 600026. INDIA.

Dear Ar.Ravi Niilakantan,

Thanks for your mail and I thank you for your offer of cooperation to Kalakshetra in completing the assignment duly.

I am forwarding your mail to relevant officials of Kalakshetra for confirming regarding the highlighted areas in yellow. As a senior practicing architect I am sure that you are fully aware of the regulations pertaining to works such as these under Central Govt of India, whose rules and regulations are final and binding on all matters.

Please note that the 'doubts' raised are not mine but that of auditors of Govt of India and we need to address these serious issues to be able to go any further in all these matters.

Further more kindly mark copies of your communication to all above from hence forth.

With regards

Ravindra Gundu Rao

raised by you during the meeting about the earlier Works committee approvals,

Please be informed that during all tender finalisation the Engineer, CAO and the former director were present.

I will like to put on record the following:

1. We were appointed by Kalakshetra, after due selection.
2. We have carried out our duties, in the required professional manner.
3. More than FIVE vendors were called for each tender. ie. Civil, Elec & HVAC
4. All tenders were opened in the presence of Kalakshetra representatives.

All normal procedures were followed in award of work. Several crores of payments have been made by Kalakshetra.

Our purview of work is estimation, design, drawings and coordination and all financial approvals are done by Kalakshetra.

We like to bring to your notice, that our payments for Koothambalam, Masterplan and Engineering shed tuning @ 15lacs are pending clearance for more than 15 months.

Will appreciate if these can be cleared immediately.

Yours sincerely,

Ravi niilakantan

—

**Centre for Architectural Research & Design**

#10A, First street, Dhanalakshmi Colony,

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Tel: +91 44 23623972, +914423622433.

26

regulations pertaining to works such as these under Central Govt of India, whose rules and regulations are final and binding on all matters.

Please note that the 'doubts' raised are not mine but that of auditors of Govt of India and we need to address these serious issues to be able to go any further in all these matters.

Further more kindly mark copies of your communication to all above from hence forth.

With regards

Ravindra Gundu Rao

Chairman Works Committee

Kalakshetra Foundation-Chennai

Cc: for kind information A/A and for office files please.

---

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**Sent:** Monday, January 07, 2013 4:21 PM  
**To:** Saveheritage  
**Subject:** Kalakshetra

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Our tender workings (L,B,& D) were done manually. We now, do not have record of the manual working sheets.

with ref. to the doubts,

(27)



Works kalakshetra &lt; works@kalakshetra.in &gt;

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**Re: Kalakshetra**

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Ravi Niilakantan &lt; card.chennai@gmail.com &gt;

Wed, Jan 9, 2013 at 2:38 PM

To: Saveheritage &lt; saveheritage@gmail.com &gt;

Cc: Works kalakshetra &lt; works@kalakshetra.in &gt;, d dd &lt; dd@kalakshetra.in &gt;, CAO Kalakshetra &lt; cao@kalakshetra.in &gt;, tmkrishna@gmail.com

Dear Sri. Ravi Gundu rao,

As a practicing architect, we comply with whatever regulations are laid before us / told to us by our clients. However, we are happy to provide whatever reasonable help it would be possible from our side.

In the meanwhile, we do request you once again to pay us the amounts due as they have been outstanding for a very long time.

With Regards,

Ravi Niilakantan

On Tue, Jan 8, 2013 at 11:32 AM, Saveheritage &lt; saveheritage@gmail.com &gt; wrote:

To,

Ar.Ravi Niilakantan

Principal Architect

Centre for Architectural Research &amp; Design

#10A, First street, Dhanalakshmi Colony,

Vadapalani, Chennai - 600026. INDIA.

Dear Ar.Ravi Niilakantan,

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I am forwarding your mail to relevant officials of Kalakshetra for confirming regarding the highlighted areas in yellow. As a senior practicing architect I am sure that you are fully aware of the

6) Even though you stated that CARD is confined with Estimation, design, drawings and coordination and all financial approvals were done by Kalakshetra , the fact of the matter is Kalakshetra is not apprised properly with the proper estimate which varies abnormally. This has caused concern for Kalakshetra to make any financial approval.

7) Regarding payment of Rs.15L pertaining to the proposal of Master Plan, Engineering shed, koothambalam (DG set, UPS provision, lighting), we would like to inform you that there is no specific approval for the same from the competent authority (works committee). In view of this, there is no justification for any payment to be made to CARD. This does not arise please.

--  
Thanks & Regards,

V.Srinivasan  
Kalakshetra Foundation

(A)



Works kalakshetra &lt; works@kalakshetra.in &gt;

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**koothambalam - reg**

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Works kalakshetra &lt; works@kalakshetra.in &gt;

Wed, Jan 9, 2013 at 5:40 PM

To: Ravi Niilakantan &lt; card.chennai@gmail.com &gt;

Cc: Saveheritage &lt; saveheritage@gmail.com &gt;, d dd &lt; dd@kalakshetra.in &gt;, CAO Kalakshetra &lt; cao@kalakshetra.in &gt;

Bcc: AO Kalakshetra &lt; ao@kalakshetra.in &gt;

Mr. Ravi Neelakantan

Cc: Director-in-charge,  
Chairman, Works committee

Sir,

This has reference to your email message dated 7/1/2013 in response to the remarks made by the Works Committee Chairman

- 1) Regarding Rate analysis you have stated that you have provided the comparative statement of all bidders along with CARD RA as material, labour and OH & P. According to me, this statement is contrary to truth and the details have not been provided to Kalakshetra. It is also the fact of the matter that a soft copy of the information has not been provided to Kalakshetra.
- 2) Your statement that Tender workings were done manually and you do not have the record of the working sheets. ( when we ask about the (LBD), you state the same was done Revit software). This statement is contrary. This is unsustainable and unacceptable.
- 3) It is true that tenders were opened in the presence of Engineer, CAO and former Director as decided by M/s.CARD and your representatives whereas the finalization and other formalities of awarding of work etc., were done by CARD only without any rate analysis for each item, justification of rates which is quint essential for any finalisation of tenders and this was done unilaterally by CARD and gave your recommendation for award of contract to the concerned organization in which Kalakshetra has no role.
- 4) Preparation of Tender, sale of tender documents, inviting bidders, receipt of tender documents etc., were all done by M/s. CARD and his representatives only. Kalakshetra was involved only in opening of all the tenders and remitting the same to CARD for their disposal.
- 5) You alleged that you had carried out your duties in the required professional manner and the norms were followed cannot be vouchsafed by Kalakshetra for the reason that Kalakshetra was not at all involved in such procedures. You only finalized on your own arbitrarily without proper rate analysis for the items and finally given your recommendation accordingly.

NOTES ON PLAN OF ACTION ENVISAGED FOR DISCUSSION AND FINALISATION SUBSEQUENTLY.

1. To study the audit objections listed by Govt, and plan to replies to all the points asap. They are re

a. issues of justification of work orders to consultants and contractors (we will sit and do this together in my presence if you wish in the coming visit),

b. justification of rates as per CPWD norms (Mr. Ayyappan and co are on to this and CARD's promised rates etc are awaited. Not sure if they are planning to give same and we may have to try and do it on our own with Mr. Ayyappan and team. In which case a letter of protest may have to be written, after getting it wetted by our legal expert, whom we are looking for)

c. justification of award of work orders to suppliers/contractors (which we will have to do and again you are welcome to wait for my visit to complete these papers)

2. To get an expert (legal or managerial) in looking at legal aspects of the contracts, to advise us on all further correspondances to be done with erring parties, if any, after looking at existing papers and its weight or lack of.

3. Limiting or extricating KF from a forced scenario of having to go through CARD for all and every work in KF, presently and in future.

4. Writing / communicating with lead consultant and others (with who there are less or no issues) with clear orders/instructions re furthurance of works or to take alternative actions (after getting the same approved by GB expressly).

5. writing to consultants re objections by our in house experts (staff) re stage design, issues of external staircase, new toilets, wing details, access to stage top for sight and sound equipment maintenance, additional manual arrangements for operating the screens, raising the stage level by a few inches, providing a sunken alcove at the back of the stage for entrée of a dancer when required, changing the last screen to a curved one and removing the steel support, moving the musician pit to a more appropriate location, privacy to ladies and gents artistes in the green rooms by building a wall below the ring beam, additional staicase in green room for easier manouverability, etc

6. Take a call on the 'Clerck of works' wheather to retain him or get a better person who will serve KF better. He is a key person, in my view. This could send a strong signal to CARD if they ever need one.

7 plan a back up plan to re start the works under another agency / in house with the consent of GB and Secretary Finance etc (we may discuss this with Chairman and or with some members of GB who have had earlier experience in such matters, during this visit but may need to take in our future lega advisor's views on the same).

(31)



Works kalakshetra < works@kalakshetra.in >

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**fr ravi re my notes on Koothambalam matters**

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Saveheritage < saveheritage@gmail.com >

Wed, Jan 9, 2013 at 8:23 PM

To: d dd < dd@kalakshetra.in >, CAO Kalakshetra < cao@kalakshetra.in >, Works kalakshetra < works@kalakshetra.in >, tmkrishna@gmail.com

Dear Sirs and Madam,

Kindly find enclosed the notes and pl advise me if these are in order. I am looking at a suitable advisor on legal (not necessarily a lawyer and can be an experience person who has dealt with erring architects/service providers) to rub our thoughts on. I know a few and will discuss during my next visit.

Now I am off to Anegondi tonight on my project and will return in the week end and will plan the next visit, I am ready to do so after looking at my harvesting of our paddy crop this week end, which requires my presence. If train ticket are unavailable I will drive down and spend 2-3 days open ended till works planned are accomplished.

In the meanwhile the reply to Architect is seems correct and timely.

You are welcome to talk to me on phone any time and if I am not in range (which happens in Anegondi often) please try me on 09762774717 – swamy one of my site persons there who will connect me.

With regards

Ravi rao

Mysore

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 **NOTES ON PLAN OF ACTION ENVISAGED FOR DISCUSSION AND FINALISATION**  
**SUBSEQUENTLY- KF 9.1.13.docx**  
12K

22



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Thanks & Regards,

V.Srinivasan  
Kalakshetra Foundation

**Subject:**  
**From:**  
**To:**  
**Date:**  
**Re:**

**Attachments:**

1. This is a document of 177 pages, available in PDF format. It contains the details of the Kalakshetra Foundation and its activities.
2. This is a document of 177 pages, available in PDF format. It contains the details of the Kalakshetra Foundation and its activities.
3. This is a document of 177 pages, available in PDF format. It contains the details of the Kalakshetra Foundation and its activities.
4. This is a document of 177 pages, available in PDF format. It contains the details of the Kalakshetra Foundation and its activities.

**Downloaded from:**  
**File name:**  
**File size:**

Kalakshetra - mail 17.5.2010.png  
34K

was done Revit software). This statement is contrary. This is unsustainable and unacceptable.

CARD: The Revit software provides the quantities when the drawing is done. As of now, since the technology is still not very widely used by many experienced and older QS, they review the same and rewrite it as per normal BOQ with which we are familiar. Hence our observation that we do not have a record of working sheets while at the same time asserting that the quantities was arrived at using Revit software

3) It is true that tenders were opened in the presence of Engineer, CAO and former Director as decided by M/s.CARD and your representatives whereas the finalization and other formalities of awarding of work etc., were done by CARD only without any rate analysis for each item, justification of rates which is quint essential for any finalisation of tenders and this was done unilaterally by CARD and gave your recommendation for award of contract to the concerned organization in which Kalakshetra has no role.

CARD: Clarifications of rates were sought for and comparison of rates was also submitted to Kalakshetra after which it was sent to the Works Committee Chairman. The recommendation for award was done after their concurrence was obtained and clarifications provided and the same was NOT done unilaterally.

4) Preparation of Tender, sale of tender documents, inviting bidders, receipt of tender documents etc., were all done by M/s. CARD and his representatives only. Kalakshetra was involved only in opening of all the tenders and remitting the same to CARD for their disposal.

CARD: We are not clear on your observation. It is the normal practice for the architect to perform the activities as listed by you. As you have rightly observed, Kalakshetra was present at the opening of the Bids which is a critical act.

5) You alleged that you had carried out your duties in the required professional manner and the norms were followed cannot be vouchsafed by Kalakshetra for the reason that Kalakshetra was not at all involved in such procedures. You only finalized on your own arbitrarily without proper rate analysis for the items and finally given your recommendation accordingly.

CARD: We have already indicated above the procedure followed and have also addressed the issue of rate analysis. If there is some other specific issue you wish to highlight here, we would be glad to provide clarifications for the same.

6) Even though you stated that CARD is confined with Estimation, design, drawings and coordination and all financial approvals were done by Kalakshetra, the fact of the matter is Kalakshetra is not apprised properly with the proper estimate which varies abnormally. This has caused concern for Kalakshetra to make any financial approval.

CARD: Financial estimation was provided to Kalakshetra. In any project, as it progresses, there is always the chance of increase in costs and for newer items to be included. In such cases once again clarifications and estimations have been provided. We may not be able to clarify any issue on seeking of financial approvals as that would be entirely within your domain.

7) Regarding payment of Rs.15L pertaining to the proposal of Master Plan, Engineering shed, koothambalam (DG set, UPS provision, lighting), we would like to inform you that there is no specific approval for the same from the competent authority (works committee). In view of this, there is no justification for any payment to be made to CARD. This does not arise please.

CARD: From the above, we seem to understand that there is no chance of getting any payment from you? Is our understanding correct? Presume you have also checked the LOA? If the issue is one of not having sought financial approval for making payments to us, then it is not our issue. Can you please specifically clarify when we will get our payment for work done?





Works kalakshetra &lt;works@kalakshetra.in&gt;

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**Re: koothambalam - reg**


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Ravi Niilakantan <card.chennai@gmail.com>  
 To: Works kalakshetra <works@kalakshetra.in>  
 Cc: Saveheritage <saveheritage@gmail.com>, d dd <dd@kalakshetra.in>, CAO Kalakshetra <cao@kalakshetra.in>

Fri, Jan 18, 2013 at 11:11 AM

Dear Sri. Gundu Rao,

We refer to your mail as below.

At the outset, we would like to record our distress at the usage of words "statement is contrary to truth...". We resent the implication that we are lying as that tarnishes our name when we are still discussing all items in good faith. We request you, while recording your views, to please not make any accusations that refers adversely to our character.

Our observations are provided.

With Regards,

Ravi Niilakantan

On Wed, Jan 9, 2013 at 5:40 PM, Works kalakshetra &lt;works@kalakshetra.in&gt; wrote:

Mr.Ravi Neelakantan

Cc: Director-in-charge,  
Chairman, Works committee

Sir,

This has reference to your email message dated 7/1/2013 in response to the remarks made by the Works Committee Chairman

- 1) Regarding Rate analysis you have stated that you have provided the comparative statement of all bidders along with CARD RA as material, labour and OH & P. According to me, this statement is contrary to truth and the details have not been provided to Kalakshetra. It is also the fact of the matter that a soft copy of the information has not been provided to Kalakshetra.

CARD: The data was provided under cover of a letter and hand delivered. A copy of receipt is enclosed. We have also sent a soft copy by mail - we have no acknowledgement of the same and did not insist on one as it is not the normal practice. We request you to once again check your records - we are sure it would be available.


- 2) Your statement that Tender workings were done manually and you do not have the record of the working sheets. ( when we ask about the (LBD), you state the same

You may also be aware that no work has been going on in the Koothambalam for the past fourteen months and the Clerk of Works Shri. J.R.A. Jayakumar has not been carrying on the duties assigned to him and also been absenting himself from the work site during working hours - including during Works Committee meetings - despite the same being pointed out to him repeatedly. His work so far has been of a very poor quality apart from his refusal to carry out instructions given to him. The audit vide its latest objections on the Koothambalam project has also questioned his continuance in service especially after the work has come to a stand still on the site. His service needs to be terminated at the earliest.

The above information may kindly be furnished within a week so that we would be in a position to decide the further course of action.

This issues with the approval of all the members of the Works Committee.

Yours sincerely,

  
[Ravindra Gundu Rao]  
Chairman.  
Works Committee.

36

- 8) Copies of the monthly report of the Koothambalam project from August 2010 to till date.
- 9) Copy of all the reports of Clerk of Work submitted to you.
- 10) A list of the entire materials/loading test carried out and the reports thereof.
- 11) Drawings, cost estimates, preliminary estimates, detailed specifications and schedule of quantities that were used for preparation of the estimate of cost and tender documents as required to be prepared under stage I to stage IV under schedule of services, as per your agreement.
- 12) An inventory of all material at site of work as on date. Copies of the material at site account giving date wise details of receipt and utilisation material may also be furnished.
- 13) Please provide the basis of your claim of Rs.15 lakhs detailed in last para of your email dated 7<sup>th</sup> January 2013 along with the rates adopted (along with the basis and agreement clauses ) for each of the works mentioned in the claim there in. You may also confirm if the rates and the works done have been explicitly accepted and approved by Kalakshetra Foundation and if so provide us with a copy of the same.
- 14) You are aware that it is normal practice as well as mandatory to conduct detailed study of the existing building and make a condition mapping (including photo documentation) and assessment of such an important heritage structure before attempting to undertake for the restoration efforts. Kindly forward the copy of the same.
- 15) As far as the audit requirement you are requested to urgently provide a PERT chart for all the activities including for the non tendered items.
- 16) There have been more than fifteen points of leakage (stage, seating area and green room area) which need to be attended to immediately. The same has already been pointed out during the review meetings and the same has also been brought to your notice by letter dated 24<sup>th</sup> September 2012. You may ensure that the same is attended to by the concerned contractor.

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- 3) Hence it is once again reiterated that a detailed estimate as stipulated in the GFR and works manual needs to be given with the as on date estimation of the projected final completed work. The estimate needs to be broken up separately for civil engineering, HVAC and electrical works with clear sub works given under each of these categories.
  - 4) This matter has been viewed very seriously in the works committee meeting held on 23<sup>rd</sup> January 2013 and apart from the estimate as mentioned above, the following is also required for all the civil engineering, HVAC and electrical works of the Koothambalam.
  - 5) The design brief for the Koothambalam work (Civil, HVAC and electrical) to be given by you as per item 1.1 of the scope of work of the agreement contract dated 11<sup>th</sup> December 2009.
  - 6) Preliminary drawings and preliminary estimates for the Koothambalam work (Civil, HVAC and electrical) as per item no.4 of contract of agreement dated 11th December 2009, under stage 2.
  - 7) The status of the work completed till date under the following areas of the restoration work of the auditorium
    - a) roofing
    - b) acoustic treatment
    - c) masonry level works
    - d) flooring of all types
    - e) north entrance porch with all its components
    - f) all the stage proscenium/green room related designs
    - g) HVAC, electrical works
    - h) all door windows
    - i) seating including balcony
    - j) rest rooms including its layout and plumbing
    - k) basement below the stage and its interior layout and detail.
- need to be given along with the projected final completion profile for each of them. You may also indicate whether the residual work can be completed in the existing contracts or whether the same would require fresh contracts to be entered into. If so, the tender schedule along with quantities need to be made out and submitted. For these too, the details as given in item.1 needs to be furnished.



**Kalakshetra Foundation**  
Thiruvannamiyur, Chennai 600 041, India

24<sup>th</sup> January, 2013

Shri Ravi Nilakantan  
Architect,  
Centre for Architectural Research and Design  
No.10A, First Street  
Dhanalakshmi Colony  
Vadapalani, Chennai - 26

Sir,

Further to our last discussion of the works committee on 3<sup>rd</sup> January 2012 and our tele conversations since then the following is brought to your notice.

- 1) You may be aware that as per item no.2.07 of the scope of work as per Counsel Of Architecture (COA) norms the architect has to ensure the compliance of all codes, standards and statutory approvals. The GFR / General Financial Rules, the manual on Policies and Procedures for procurement of work are the fundamental codes that have to be adhered to while any work that is undertaken by any government organisation. Both these codes stipulates the submission of a preliminary estimate and a detailed estimate before the commencement of the work and the same has to follow norms and formats as available by CPWD and other government construction organisations. The same is yet to be given to Kalakshetra though the work has proceeded to a rather advanced level. Hence submission of a comprehensive estimate is long over due. The audit vide its reports has specifically indicated that such an estimate has not been submitted before starting of the work.
- 2) You may also be aware that during the commencement of the work the basic abstract of cost (which we have to consider now in lieu of an estimate) was only to the tune of Rs.1.85 crore which was given vide your letter dated 11<sup>th</sup> May 2010. You will agree that since then the work has far exceeded your estimate - currently the expenditure incurred till now stands approximately at Rs.3.37 <sup>crore</sup> for the scope of works covered under your consultancy agreement - a revised estimate should have been made out for the projected final completed work. The works committee has noted that no such estimation has been given so far. This is a serious issue and handicaps the completion of work apart from the very adverse indictments we have received from the audit.

(29)

Founder: Smt Rukmini Devi



Phone: +91-(0)44-24520836/4057/1844

Fax: +91-(0)44-24524359

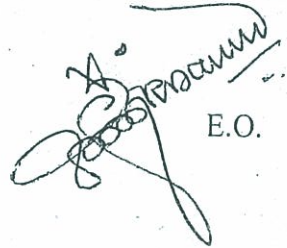
E-mail: info@kalakshetra.in

www.kalakshetra.in

# KALAKSHETRA FOUNDATION

24<sup>th</sup> January, 2013

The proposed letter to Sri Ravi Nilakantan, Architect, CARD, Chennai is placed below for the approval of the Works Committee members and the same may be duly approved after which the fair copy would be signed by the Chairman of the Works Committee.

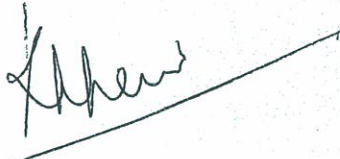
  
E.O.

TO

Babeeta Narang



Karunaker K Menon



T.M.Krishna



Ravindra Gundu Rao



(40)



11.0 Item 15/16: This request can be considered when works are re-started and all dues to us and the contractors are settled.

12.0 Clerk of works – we understand that he has been asked to leave with immediate effect. That is your prerogative. All works have been carried out satisfactorily by him.

We note with regret that while there are numerous points raised on performance and request for data, our request for settlement of our bills has not been answered. We therefore presume that they are being processed and look forward to receiving our balance outstanding immediately.

Thanks and regards,

*Ranjit Kantaw*

(2)

12.02.2013.

Ref: Your letter dated 24th January, 2013.

Dear Sirs,

- 1.0 The format for budget and for the project in general was as asked for by Kalakshetra – it was not for us to decide. At no stage did Kalakshetra ask for anything different. Formats cannot be altered once the tender is awarded. Estimates have been provided at various stages and should be with the institution.
- 2.0 Project estimates will change as changes are made during the execution based on the desires of the client. This is the reason also that rates are called for so that alterations can be done. We would, at this stage, also like to point out that a contract designed for 10-12 months has already exceeded 30 months and has actually stopped for the past 7 months. When restarted, the costs would further go up.
- 3.0 Items 3/4/6/11/13 - Estimates have been provided at various stages. Details should be available in the files of Kalakshetra.
- 4.0 Item 5: Please refer our communication dated 02.03.2010. Drg.s A 106 & A107
- 5.0 Item 7 - An appraisal of works need to be done at site by the consultants and vendor. Visible deterioration can be recorded for rectification. The mode and methodology of work, will now will be as mentioned by Kalakshetra.
- 6.0 Item 8 - Please refer COW DPR till <sup>28</sup>28.6.12. No work has taken place after that date  
*rain*
- 7.0 Item 9 - Daily DPR soft copies are mailed to works@ [kalakshetra.in](mailto:works@kalakshetra.in)
- 8.0 Item 10 - Does not apply.
- 9.0 Item 12: Inventory is taken for your items and not that of the contractor. All your purchases have been handled by yourselves and we were not entrusted with the task
10. Item 14: Soft copies and 2 sets of hard copies are available with Kalakshetra  
a pdf presentation is enclosed thru email

*rain*

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## List of documents not received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

S.No	Description of document	Status	Remarks
1	Taking Client's instructions and note details Preparation <i>Clause</i>	Not received	The same has been communicated vide letter dated 24th January 2013.
	DPR		
2	Detailed project report (comprehensive report) for covering all the works for the koothambalam to the works committee <i>Clause</i>	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
3	Preliminary Estimate copies for the civil works, <u>adopting area basis and rate</u> before calling tender and approval from the kalakshetra Foundation/ works committee <i>Clause</i>	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
4	Detailed Estimate copies for the civil works, <u>with justification of quantities and justification rate and rate analysis</u> before calling tender and approval from the kalakshetra Foundation and works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
5	comprehensive note for Excess operation items executed and certified for which the justification of notes and evaluation / preparation of rate analysis against each item anticipating till completion of project	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
6	The new works yet to be undertaken for the civil work for the tune of Rs.1.10 crore and the Preliminary Estimate copies for the civil works, <u>adopting area basis and rate</u> before calling tender and approval from the kalakshetra Foundation/ works committee as per CPWD Format with justification quantities and basics of rates	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012

## List of documents received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

S.No	Description of document	Status	Remarks
9	The new works yet to be undertaken for the civil work - cost Rs. 1.10 crore.	Received	the existing work he has given list of works to be against existing work has been given actual details in terms of quantities to be executed as per revised assessment as on date has not been worked out. Only if the revised assessment of quantity under each work given as itemwise in schedule along with the assessment realistic and the impact on the existing contract known. Details of the civil works to be undertaken has to be first segregated sub-work wise. Further the sub-works have to be detailed with item wise for both quantities as well as rates justification/working sheet have to be provided. Only after such an exercise can we arrive at a realistic assessment of the remaining work required to be completed for making the auditorium functional.

M/s.CARD has not submitted either a preliminary estimate or a detailed estimate as per CPWD format. Though the format was given to them as early as in August 6, 2012 and September 24, 2012. No other documents have been received from M/s CARD by me or by the Foundation.

## List of documents received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

S.No	Description of document	Status	Remarks
1	Consultant estimate for the civil work for the cost of Rs. 1.83 crore.	Received	Working sheet is an abstract of an estimate and does not contain the detailed working sheet for the quantities adopted (deriving quantities from length and breadth and depth) as well as a working sheet for derivation of the rate. Hence, the rate adopted which are in the abstract has been made without basis.
2	The details of list of Conceptual drawings and working drawings for the civil work is enclosed as Annexure .	Received details mentioned in the Annexure I	As per annexure
3	The original tender documents prepared & received by the M/s.CARD & his representative COW for the civil work from the contractors and subsequently revised offer received by M/sCARD rate copies from selective contractors	Received	The original bid was called from five contractors which was suggested by Consulting Architect and called for by M/s.CARD and received by M/s.CARD & representatives and was opened at the Kalakshetra Foundation with M/s.CARD representative as directed. Further to that M/s.CARD unilaterally conducted negotiation with the three tenderers and got revised bids from the three. Further final recommendations for award have been made by CARD vide letter No. 10th May 2010.
4	Comparative statement with revision rates submitted by contractor for the civil work	Received	Comparative statement has been made for the bids submitted on the basis of revised offer submitted by selected three contractors. No minutes have been furnished of the proceedings with regard to award of contract where the decision to award the contract to the successful tenderer is to be detailed with reasons. There is no evaluation of the tender rates given or justification for the rates made by M/s. Chennai Engineers or given by M/s.CARD to the Foundation.
5	The recommendation letter from M/s.CARD for award of contract to M/s.chennai Engineers (based on revised cost received by M/s.CARD)	Received	The company profile, credentials, work experience, testimonials of completion of works executed sofar by the contractor and financial soundness of the contractor have not been recorded by M/s.CARD.
6	New items /Non- tendered items ( Extra items) executed in tune of Rs.70 lakhs appx and certified by M/s.CARD payment to contractors in various stage bills	Received	Rate analysis has been made giving the break up between materials, labour and other expenses the rates adopted in these working is not as per the basic rates of CPWD (as given in Volume I analysis of rates) but are reflection of market rates as assessed by the consulting architect. It appears the quantities have been based on the actual amount of material and labour that have been used for that particular work.
7	Balance works to be completed with regard to civil tender works item wise details of the tender schedule	Received	The details in terms of quantities to be executed - as per revised assessment as on date, has not been worked out. Only if the revised assessment is given under each of the items in the schedule (with the basis) only then the assessment would be realistic and the impact on the existing contract will be known.
8	An additional work for the civil work estimate for Roof insulation board work for the cost of Rs. 32.00 lakhs	Received	The derivation of quantities justification/rate has not been furnished

## Annexure

## List of drawings received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

Batch	Sl.No.	Drawing sheet name	Drg/sheet No	issue date	Date of receipt	Count	Remarks
	53	Site	W-0.0	27.06.2011	27.06.2011	4	
xiii	54	Koothambalam-basement floor details (xerox copies)	S-100-01/010F01	08.10.2010	11.10.2010	4	
	55	Koothambalam-basement roof details(xerox copies)	S-100-01/010F01	08.10.2010	11.10.2010	4	
	55a	Foundation details(Xerox copies)	S-100-01/010F01		10.08.2010	4	
	55b	Ramp, stage & Steps details(xerox copies)	S-100-01/010F01		10.08.2010	4	
	55c	Typical C/S of Lintel beam(xerox copoies)	Nil		30.11.2010	4	
xiv	56	Callout- Ramp to stage R1	Sk.01	22.07.2010	23.07.2010	1	
	57	Koothambalam - details	W-5.03	22.07.2010	23.07.2010	1	
xv	58	Koothambalam entry level plan	W-2.01		12.06.2010	1	
	59	Koothambalam balcony	W-2.02		12.06.2010	1	
	60	Stage details & sections	W-2.11		12.06.2010	1	
	61	Koothambalam elevations	W-3.01		12.06.2010	1	
	62	Koothambalam elevations	W-3.02		12.06.2010	1	
	63	Koothambalam sections	W-4.01		12.06.2010	1	
	64	Koothambalam sections	W-4.02		12.06.2010	1	
	65	Koothambalam details	W-5.01		12.06.2010	1	
	66	Koothambalam details	W-5.02		12.06.2010	1	
	67	Koothambalam - reflected ceiling plan	W-10.01		12.06.2010	1	
	68	Koothambalam - Ref ceiling - framing plan	W-10.02		12.06.2010	1	
	69	Site	W-0.0		12.06.2010	1	
xvi	70	Balcony seating	W-2.03			1	
xvii	71	Break wall instruction drg in green room	Nil			2	
	72	Green room - ist floor pdf	Email copy			1	
	73	Green room - pdf	Email copy			1	
	74	Machine room AC.pdf	Email copy			1	
	75	Sec.towards green room.pdf	Email copy			1	
	76	Wk.sec-Proscenium.pdf				1	
xviii	77	Toilet green room	W-8.01	26.08.2010	26.08.2010	4	
xix	78	Koothambalam Site plan	SP 01	17.8.2011		1	only copy available with EO
	79	Koothambalam sections & elevations	SP 02	17.8.2012		1	only copy available with EO
	80	Master plan concept	MP 01	17.8.2011		1	only copy available with EO
	81	Master plan showing road network	MP 02	17.8.2012		1	only copy available with EO
	82	Master plan with contours rendered	MP 03	17.8.2011		1	only copy available with EO
	83	Master plan with the built forms names	MP 04	17.8.2012		1	only copy available with EO

(Cyb)

## Annexure

## List of drawings received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

Batch	Sl.No.	Drawing sheet name	Drg/sheet No	issue date	Date of receipt	Count	Remarks
i	1	Koothambalam - Balcony seating details	W-5.08	08.06.2011	18.06.2011	4	
	2	Koothambalam - Stage -Sprung floor	W-5.09	08.06.2011	18.06.2011	4	
ii	3	Koothambalam - Prosc. Wood panelling details - Re issued	Sk.04	08.06.2011	18.06.2011	4	
	3a	Koothambalam - West Entrance	Sk.05	Nil	Nil	1	
iii	4	Koothambalam - North Entrance details	W-2.13	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	5	Koothambalam - Chiller & EB	W- 5.7	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	6	Koothambalam - Electrical room & earth pit	W- 5.8	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	7	Koothambalam - Chiller Foundation details	S-001	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	8	Koothambalam - External Paving Foundation	S-001	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	iv	9	F.O.H Steels details	009/090F01	23.12.2011	23.12.2011	4
10		F.O.H Steels details	009/090F02	23.12.2011	23.12.2011	4	Work commenced ,nearing completion stage The drawings were submitted for approval
v	11	Entrance gate way	EG201	14.10.2011	14.10.2011	1	
	12	Entrance gate way	EG202	14.10.2011	14.10.2011	1	
	13	Schematic - Redevelopment plan	MP00	14.10.2011	14.10.2011	1	
	14	Master plan concept	MP01	14.10.2011	14.10.2011	1	
	15	Existing built forms on - Master plan	MP02	14.10.2011	14.10.2011	1	
	16	Circulation pattern on Master plan	MP03	14.10.2011	14.10.2011	1	
	17	Contours on Master plan	MP04	14.10.2011	14.10.2011	1	
	18	Master plan	MP05	14.10.2011	14.10.2011	1	
	19	Existing zoning on Master plan	MP06	14.10.2011	14.10.2011	1	
	20	Zoning on Master plan	MP07	14.10.2011	14.10.2011	1	
	21	Natural drainage pattern on Master plan	MP08	14.10.2011	14.10.2011	1	
vi	22	Koothambalam - Entry level plan (Revised)	W-2.01/a	29.11.2010	30.11.2010	4	
	23	Koothambalam - Stair Auditorium	W-6.01	29.11.2010	30.11.2010	4	
	24	Koothambalam - Stair Green room	W-6.02	29.11.2010	30.11.2010	4	
	25	Koothambalam - 1st floor roof details	S -100-01	29.11.2010	30.11.2010	4	
	26	Koothambalam - Basement floor (revised)	S -100-01	29.11.2010	30.11.2010	4	
	27	Koothambalam - lintel details	Nil	29.11.2010	30.11.2010	4	
	vii	28	High bay arrangement	S-005/050F-01	26.09.2011	27.11.2011	1
29		Low bay arrangement	S-005/050F-02	26.09.2011	27.11.2011	1	
30		Arrangement of Hip truss - elevation	S-005/050F-03	26.09.2011	27.11.2011	1	
31		Arrangement of Hip truss - section	S-005/050F-04	26.09.2011	27.11.2011	1	
viii	32	Main entrance foundation details	S-001/010F01	29.10.2010	01.11.2010	4	
	33	Main entrance - entry level plan - Ground floor roof details	S-100-01/010F01	29.10.2010	01.11.2010	4	
ix	34	Koothambalam - stage & green room	W -2.12	27.08.2010	02.09.2010	4	
x	35	Installation of monitor over the doom ( xerox copy)	Nil	10.09.2010	10.09.2010	4	
xi	36	Reflected ceiling plan	A-101	29.10.2009	02.03.2010	1	
	37	Reflected ceiling - support structure /System	A-102	29.10.2009	02.03.2010	1	
	38	Details - Ceiling plan	A-103	29.10.2009	02.03.2010	1	
	39	Details - Ceilings	A-104	02.11.2009	02.03.2010	1	
	40	Details for Sound Wizard	A-105	18.11.2009	02.03.2010	1	
	41	Kalakshetra Foundation (Master plan)- redevelopment plan	A-106	28.01.2009	02.03.2010	1	
	42	Intervention - Koothambalam	A-107	24.02.2010	02.03.2010	1	
	43	Koothambalam Entry level plan	WK-2.01	21.01.2010	02.03.2010	1	
	44	Koothamabalam Balcony	WK-2.02	28.01.2010	02.03.2010	1	
	45	Koothambalam -reflected ceiling plan	W-2.03	12.01.2010	02.03.2010	1	
	46	Koothamabalam Ref.Ceiling - framing plan	W-2.04	13.01.2010	02.03.2010	1	
	47	Koothambalam details	W-2.05	13.01.2010	02.03.2010	1	
	48	Koothambalam sections	W-2.07	21.01.2010	02.03.2010	1	
	49	Koothambalam sections	W-2.08	28.01.2010	02.03.2010	1	
50	Koothambalam elevations	W-2.09	23.12.2009	02.03.2010	1		
51	Koothambalam elevations	W-2.10	29.01.2010	02.03.2010	1		
xii	52	Koothambalam west entrance	W-12.1	27.06.2011	27.06.2011	4	

*Kalakshetra*

Works kalakshetra < works@kalakshetra.in >

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**koothambalam status report - reg.**

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Works kalakshetra < works@kalakshetra.in >

Fri, Mar 15, 2013 at 5:33 PM

To: Saveheritage < saveheritage@gmail.com >, TM Krishna < tm.krishna@gmail.com >, d dd

< dd@kalakshetra.in >, CAO Kalakshetra < cao@kalakshetra.in >

Cc: Ravi Niilakantan < card.chennai@gmail.com >, ravi < card@vsnl.com >

Dear sir,

Please find attached the status report pertaining to the koothambalam work (civil works), indicating details of documents received and not received by kalakshetra Foundation from M/s.CARD. This issues with concurrence of competent authority

Regards,

E.O

Kalakshetra foundation

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 List of documents 2.xls  
60K

*(48)*



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 Nilakantan, and Consulting Architect.

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RAH OLC

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

March 27, 2013

M/s.Chennai Engineers  
No.69, 2<sup>nd</sup> 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 29<sup>th</sup> October 2011.

As you may aware that the contract relating to addition, alteration and civil work for Koothambalam awarded to you vide letter dated 17<sup>th</sup> 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 appraised to you in the various review and coordination meetings taken place in the past. Moreover, uncompleted roof structure and defective tiling work are also

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Annexure

List of drawings received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

Batch	Sl.No.	Drawing sheet name	Drg/sheet No	issue date	Date of receipt	Count	Remarks
	102	Master plan -soft copy(For GB Meeting)		24.01.2012		1	Hand delivered by Architect.

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## Annexure

## List of drawings received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

Batch	Sl.No.	Drawing sheet name	Drg/sheet No	issue date	Date of receipt	Count	Remarks
	50	Koothambalam elevations	W-2.09	23.12.2009	02.03.2010	1	
	51	Koothambalam elevations	W-2.10	29.01.2010	02.03.2010	1	
xii	52	Koothambalam west entrance	W-12.1	27.06.2011	27.06.2011	4	
	53	Site	W-0.0	27.06.2011	27.06.2011	4	
xiii	54	Koothambalam-basement floor details (xerox copies)	S-100-01/010F01	08.10.2010	11.10.2010	4	
	55	Koothambalam-basement roof details(xerox copies)	S-100-01/010F01	08.10.2010	11.10.2010	4	
	55a	Foundation details(Xerox copies)	S-100-01/010F01		10.08.2010	4	
	55b	Ramp, stage & Steps details(xerox copies)	S-100-01/010F01		10.08.2010	4	
	55c	Typical C/S of Lintel beam(xerox copoies)	Nil		30.11.2010	4	
xiv	56	Callout- Ramp to stage R1	Sk.01	22.07.2010	23.07.2010	1	
	57	Koothambalam - details	W-5.03	22.07.2010	23.07.2010	1	
xv	58	Koothambalam entry level plan	W-2.01		12.06.2010	1	
	59	Koothambalam balcony	W-2.02		12.06.2010	1	
	60	Stage details & sections	W-2.11		12.06.2010	1	
	61	Koothambalam elevations	W-3.01		12.06.2010	1	
	62	Koothambalam elevations	W-3.02		12.06.2010	1	
	63	Koothambalam sections	W-4.01		12.06.2010	1	
	64	Koothambalam sections	W-4.02		12.06.2010	1	
	65	Koothambalam details	W-5.01		12.06.2010	1	
	66	Koothambalam details	W-5.02		12.06.2010	1	
	67	Koothambalam - reflected ceiling plan	W-10.01		12.06.2010	1	
	68	Koothambalam - Ref ceiling - framing plan	W-10.02		12.06.2010	1	
	69	Site	W-0.0		12.06.2010	1	
xvi	70	Balcony seating	W-2.03			1	
xvii	71	Break wall instruction drg in green room	Nil			2	
	72	Green room - 1st floor pdf	Email copy			1	
	73	Green room - pdf	Email copy			1	
	74	Machine room AC.pdf	Email copy			1	
	75	Sec.towards green room.pdf	Email copy			1	
	76	Wk.sec-Proscenium.pdf				1	
xviii	77	Toilet green room	W-8.01	26.08.2010	26.08.2010	4	
xix	78	Koothambalam Site plan	SP 01	17.8.2011		1	only copy available with EO
	79	Koothambalam sections & elevations	SP 02	17.8.2012		1	only copy available with EO
	80	Master plan concept	MP 01	17.8.2011		1	only copy available with EO
	81	Master plan showing road network	MP 02	17.8.2012		1	only copy available with EO
	82	Master plan with contours rendered	MP 03	17.8.2011		1	only copy available with EO
	83	Master plan with the built forms names	MP 04	17.8.2012		1	only copy available with EO
		Missed-out Drawings					
	84	Green room Furniture lay-out					By mail.
	85	Green room roof slab details		1.11.2010	1.11.2010	4	Consultant's Drgs.
	86	Koothambalam-Stage & Green room	W-2.12	27.08.2010	31.08.2010	4	
	87	Koothambalam-Staircase-Auditorium	W-6.01				
	88	Koothambalam-Staircase Green room	W-6.02-r1	18.05.2011	18.05.2011	4	
	89	Basement floor plan	Sk-02	6.09.2010			
	90	Balcony louver	Sk-03	23.9.2010			
	91	Auditorium-Staircase	Sk-06				
	92	Ramp-Auditorium to Stage	Sk-5.02				
	93	Music accompanay area	Sk-5.03				
	94	Gallery details	W-5.04				
	95	Athishtanam details	Sk-5.05				
	96	Cyclone clamping	Sk-07	19.03.2012			
	97	Stone plinth protection and stone swale details	Sk-08				
		Engineering Shed					
	98	Plan	A-101	21.01.2012		1	Along with estimate papers.
	99	Sections & Elevations	A102	21.01.2012		1	Hand delivered by Architect.
	100	Doors & Windows schedule	A-103	21.01.2012		1	
		Presentation					
	101	Master plan presentation -hard copy(For GB Meeting)		21.01.2012		1	108 pages-Hand delivered by Architect

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## Annexure

List of drawings received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

Batch	Sl.No.	Drawing sheet name	Drg/sheet No	issue date	Date of receipt	Count	Remarks
i	1	Koothambalam - Balcony seating details	W-5.08	08.06.2011	18.06.2011	4	
	2	Koothambalam - Stage -Sprung floor	W-5.09	08.06.2011	18.06.2011	4	
ii	3	Koothambalam - Prosece. Wood panelling details - Re issued	Sk.04	08.06.2011	18.06.2011	4	
	3a	Koothambalam - West Entrance	Sk.05	Nil	Nil	1	
iii	4	Koothambalam - North Entrance details	W-2.13	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	5	Koothambalam - Chiller & EB	W- 5.7	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	6	Koothambalam - Electrical room & earth pit	W- 5.8	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	7	Koothambalam - Chiller Foundation details	S-001	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
	8	Koothambalam - External Paving Foundation	S-001	21.01.2012	21.01.2012	4	This has not been approved by competent authority.
iv	9	F.O.H Steels details	009/090F01	23.12.2011	23.12.2011	4	Work commenced ,nearing completion stage The drawings were submitted for approval
	10	F.O.H Steels details	009/090F02	23.12.2011	23.12.2011	4	Work commenced ,nearing completion stage The drawings were submitted for approval
v	11	Entrance gate way	EG201	14.10.2011	14.10.2011	1	
	12	Entrance gate way	EG202	14.10.2011	14.10.2011	1	
	13	Schematic - Redevelopment plan	MP00	14.10.2011	14.10.2011	1	
	14	Master plan concept	MP01	14.10.2011	14.10.2011	1	
	15	Existing built forms on - Master plan	MP02	14.10.2011	14.10.2011	1	
	16	Circulation pattern on Master plan	MP03	14.10.2011	14.10.2011	1	
	17	Contours on Master plan	MP04	14.10.2011	14.10.2011	1	
	18	Master plan	MP05	14.10.2011	14.10.2011	1	
	19	Existing zoning on Master plan	MP06	14.10.2011	14.10.2011	1	
	20	Zoning on Master plan	MP07	14.10.2011	14.10.2011	1	
	21	Natural drainage pattern on Master plan	MP08	14.10.2011	14.10.2011	1	
vi	22	Koothambalam - Entry level plan (Revised)	W-2.01/a	29.11.2010	30.11.2010	4	
	23	Koothambalam - Stair Auditorium	W-6.01	29.11.2010	30.11.2010	4	
	24	Koothambalam - Stair Green room	W-6.02	29.11.2010	30.11.2010	4	
	25	Koothambalam - 1st floor roof details	S -100-01	29.11.2010	30.11.2010	4	
	26	Koothambalam - Basement floor (revised)	S -100-01	29.11.2010	30.11.2010	4	
	27	Koothambalam - lintel details	Nil	29.11.2010	30.11.2010	4	
vii	28	High bay arrangement	S-005/050F-01	26.09.2011	27.09.2011	1	
	29	Low bay arrangement	S-005/050F-02	26.09.2011	27.09.2011	1	
	30	Arrangement of Hip truss - elevation	S-005/050F-03	26.09.2011	27.09.2011	1	
	31	Arrangement of Hip truss - section	S-005/050F-04	26.09.2011	27.09.2011	1	
viii	32	Main entrance foundation details	S-001/010F01	29.10.2010	01.11.2010	4	
	33	Main entrance - entry level plan - Ground floor roof details	S-100-01/010F01	29.10.2010	01.11.2010	4	
ix	34	Koothambalam - stage & green room	W -2.12	27.08.2010	02.09.2010	4	
x	35	Installation of monitor over the doom ( xerox copy)	Nil	10.09.2010	10.09.2010	4	
xi	36	Reflected ceiling plan	A-101	29.10.2009	02.03.2010	1	
	37	Reflected ceiling - support structure /System	A-102	29.10.2009	02.03.2010	1	
	38	Details - Ceiling plan	A-103	29.10.2009	02.03.2010	1	
	39	Details - Ceilings	A-104	02.11.2009	02.03.2010	1	
	40	Details for Sound Wizard	A-105	18.11.2009	02.03.2010	1	
	41	Kalakshetra Foundation (Master plan)- redevelopment plan	A-106	28.01.2009	02.03.2010	1	
	42	Intervention - Koothambalam	A-107	24.02.2010	02.03.2010	1	
	43	Koothambalam Entry level plan	WK-2.01	21.01.2010	02.03.2010	1	
	44	Koothamabalam Balcony	WK-2.02	28.01.2010	02.03.2010	1	
	45	Koothambalam -reflected ceiling plan	W-2.03	12.01.2010	02.03.2010	1	
	46	Koothamabalam Ref.Ceiling - framing plan	W-2.04	13.01.2010	02.03.2010	1	
	47	Koothambalam details	W-2.05	13.01.2010	02.03.2010	1	
	48	Koothambalam sections	W-2.07	21.01.2010	02.03.2010	1	
49	Koothambalam sections	W-2.08	28.01.2010	02.03.2010	1		

## List of documents not received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

S.No	Description of document	Status	Remarks
1	Taking Client's instructions and note details Preparation DPR	Not received	The same has been communicated vide letter dated 24th January 2013.
2	Detailed project report (comprehensive report) for covering all the works for the koothambalam to the works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
3	Preliminary Estimate copies for the civil works, <u>adopting area basis and rate</u> before calling tender and approval from the kalakshetra Foundation/ works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
4	Detailed Estimate copies for the civil works, <u>with justification of quantities and justification rate and rate analysis</u> before calling tender and approval from the kalakshetra Foundation and works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
5	comprehensive note for Excess operation items executed and certified for which the justification of notes and evaluation / preparation of rate analysis against each item anticipating till completion of project	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
6	The new works yet to be undertaken for the civil work for the tune of Rs.1.10 crore and the Preliminary Estimate copies for the civil works, <u>adopting area basis and rate</u> before calling tender and approval from the kalakshetra Foundation/ works committee as per CPWD Format with justification quantities and basics of rates	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012

## List of documents received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

S.No	Description of document	Status	Remarks
9	The new works yet to be undertaken for the civil work - cost Rs.1.10 crore.	Received	the existing work he has given list of works to be against existing work has been given actual details in terms of quantities to be executed as per revised assessment as on date has not been worked out. Only if the revised assessment of quantity under each work given as itemwise in schedule along given will the assessment realistic and the impact on the existing contract known. Details of the civil works to be undertaken has to be first segregated sub-work wise. Further the sub-works have to be detailed with item wise for both quantities as well as rates justification/working sheet have to be provided. Only after such an exercise can we arrive at a realistic assessment of the remaining work required to be completed for making the auditorium functional.

M/s.CARD has not submitted either a preliminary estimate or a detailed estimate as per CPWD format. Though the format was given to them as early as in August 6, 2012 and september 24, 2012. No other documents has been received from M/s CARD by me or by the Foundation.

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## List of documents received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam

S.No	Description of document	Status	Remarks
1	Consultant estimate for the civil work for the cost of Rs. 1.83 crore.	Received	Working sheet is an abstract of an estimate and does not contain the detailed working sheet for the quantities adopted (deriving quantities from length and breadth and depth) as well as a working sheet for derivation of the rate. Hence, the rate adopted which are in the abstract has been made without basis.
2	The details of list of Conceptual drawings and working drawings for the civil work is enclosed as Annexure .	Received details mentioned in the Annexure I	As per annexure
3	The original tender documents prepared & received by the M/s.CARD & his representative COW for the civil work from the contractors and subsequently revised offer received by M/sCARD rate copies from selective contractors	Received	The original bid was called from five contractors which was suggested by Consulting Architect and called for by M/s.CARD and received by M/s.CARD & representatives and was opened at the Kalakshetra Foundation with M/s.CARD representative as directed. Further to that M/s.CARD unilaterally conducted negotiation with the three tenderers and got revised bids from the three. Further final recommendations for award have been made by CARD vide letter No. 10th May 2010.
4	Comparative statement with revision rates submitted by contractor for the civil work	Received	Comparative statement has been made for the bids submitted on the basis of revised offer submitted by selected three contractors. No minutes have been furnished of the proceedings with regard to award of contract where the decision to award the contract to the successful tenderer is to be detailed with reasons. There is no evaluation of the tender rates given or justification for the rates made by M/s. Chennai Engineers or given by M/s.CARD to the Foundation.
5	The recommendation letter from M/s.CARD for award of contract to M/s.chennai Engineers (based on revised cost received by M/s.CARD)	Received	The company profile, credentials, work experience, testimonials of completion of works executed sofar by the contractor and financial soundness of the contractor have not been recorded by M/s.CARD.
6	New items /Non- tendered items ( Extra items) executed in tune of Rs.70 lakhs appx and certified by M/s.CARD payment to contractors in various stage bills	Received	Rate analysis has been made giving the break up between materials, labour and other expenses the rates adopted in these working is not as per the basic rates of CPWD (as given in Volume I analysis of rates) but are reflection of market rates as assessed by the consulting architect. It appears the quantities have been based on the actual amount of material and labour that have been used for that particular work.
7	Balance works to be completed with regard to civil tender works item wise details of the tender schedule	Received	The details in terms of quantities to be executed - as per revised assessment as on date, has not been worked out. Only if the revised assessment is given under each of the items in the schedule (with the basis) only then the assessment would be realistic and the impact on the existing contract will be known.
8	An additional work for the civil work estimate for Roof insulation board work for the cost of Rs. 32.00 lakhs	Received	The derivation of quantities justification/rate has not been furnished

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Dear Srinivasan,  
Attached is the corrected list of drawings provided to kalakshetra.  
Certain drawings are omitted from the list sent by you.  
Regards,  
Ravi

On Fri, Mar 15, 2013 at 5:33 PM, Works kalakshetra <works@kalakshetra.in> wrote:

Dear sir,  
Please find attached the status report pertaining to the koothambalam work (civil works), indicating details of documents received and not received by kalakshetra Foundation fr  
with concurrence of competent authority

Regards,  
E.O  
Kalakshetra foundation

Centre for Architectural Research & Design  
#10A, First street, Dhanalakshmi Colony,  
Vadapalani, Chennai - 600026. INDIA.  
Tel: +91 44 23623972, +914423622433.

Thanks & Regards,

V.Srinivasan  
Kalakshetra Foundation

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*kalakshetra*

Works kalakshetra < works@kalakshetra.in >

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**Re: koothambalam status report - reg.**

---

Ravi Nilakantan < card.chennai@gmail.com >

Fri, Mar 29, 2013 at 2:11 PM

To: Works kalakshetra < works@kalakshetra.in >

Cc: Saveheritage < saveheritage@gmail.com >, TM Krishna < tm.krishna@gmail.com >, d dd < dd@kalakshetra.in >, CAO Kalakshetra < cao@kalakshetra.in >

Dear Srinivasan,

Attached is the corrected list of drawings provided to kalakshetra.  
Certain drawings are omitted from the list sent by you.

Regards,

Ravi

On Fri, Mar 15, 2013 at 5:33 PM, Works kalakshetra < works@kalakshetra.in > wrote:

Dear sir,

Please find attached the status report pertaining to the koothambalam work (civil works), indicating details of documents received and not received by kalakshetra Foundation from M/s.CARD. This issues with concurrence of competent authority

Regards,

E.O

Kalakshetra foundation

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**Centre for Architectural Research & Design**

#10A, First street, Dhanalakshmi Colony,

Vadapalani, Chennai - 600026. INDIA.

Tel: +91 44 23623972, +914423622433.

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 kalkshetra drgs-21.3.2013.xls  
71K

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Works kalakshetra &lt; works@kalakshetra.in &gt;

## Re: koothambalam status report - reg.

Works kalakshetra &lt; works@kalakshetra.in &gt;

To: Ravi Nilakantan &lt; card.chennai@gmail.com &gt;

Cc: Saveheritage &lt; saveheritage@gmail.com &gt;, d dd &lt; dd@kalakshetra.in &gt;, CAO Kalakshetra &lt; cao@kalakshetra.in &gt;, TM Krishna &lt; tm.krishna@gmail.com &gt;

Bcc: AO Kalakshetra &lt; ao@kalakshetra.in &gt;

Sub: The status of koothambalam project - reg.

Ref: Your email dated 29.3.2013 - 2.11 pm

Sir,

To cross verify the information given by you with regard to missed out drawings, you may kindly give the receipt date and number of receipt for item No. I have verified our records that there is no information of receipt of the drawings (missed out drawings as mentioned) sl.No. 84 to 97, if it is so, kindly furnish the receipts of the drawings by the Foundation.

You would also note that for file purposes the hard copy of all the drawings be necessarily given. This was brought to your notice repeatedly during your tenure as our former Director. Hence, you are requested to kindly furnish the hard copies of all the drawings mentioned in serial numbers given above at the earliest to initiate work on them immediately.

Hence, the list of drawings which we sent to you in email dated 15.03.2013 at 5.33 pm as attachment will remain intact and correct.

Similarly, there is no information of receipt of any master plan presentation hard copy with the Governing Board secretariat available. It is learnt that you would have given hard copies were given to the secretarial staff that are available during the presentation at the Governing Board meeting. I am sure the soft copy of such a presentation is available to you and hence the same could be forwarded to us and I hope the same follows all the stipulated prerequisites for a master plan and I hope they form all the stipulation.

With regard to Engineering Shed sl.No.98, 99 & 100, the position of the same is as follows:

S.No	Description of document	Status	Remarks
1	Taking Client's instructions and note details Preparation	Not received	
2	(DPR) Detailed project report (comprehensive report) for covering all the works for the koothambalam to the works committee	Not received	
3	Preliminary Estimate copies for the civil works, adopting area basis and rate before calling tender and approval from the kalakshetra Foundation/ works committee	Not received	

S.No	Description of document	Status	Remarks
1	Consultant estimate for the civil work for the cost of Rs. 2.50 crore appx.	Received	Working sheet is an abstract of an estimate and does not contain the detailed working sheet for the quantities adopted (deriving quantities from length and breadth and depth) as well as a working sheet for derivation of the rate. Hence, the rates adopted which are in the abstract have been made without basis.
2	The detail of list of Conceptual drawings and working drawings for the civil work is enclosed as Annexure.	Received details mentioned in the Annexure I	As per annexure I

## Annexure I

List of drawings received from M/s.CARD.

Name of work: Engineering office &amp; work shop in Kalakshetra Foundation

Batch	Sl.No.	Drawing sheet name	Drg/sheet No	issue date	Date of receipt	Count	Remarks
i	1	Engineering office & Workshop - plan layout	A-101	24.12.2012	24.12.2012	1	A4 sheet size drawing for discussion purpose. This has no
	2	Engineering office & Workshop - section & elevation	A-102	24.12.2012	24.12.2012	1	A4 sheet size drawing for discussion purpose. This has no
	3	Engineering office & Workshop - section & elevation	A-103	--	--	--	Not received

Moreover, you may also be aware that no approval was granted by the Foundation or the Works Committee with regard to details submitted in connection with work shop and the Master Plan.

The above information may kindly be furnished at the earliest.

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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.

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RAO OLC

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

March 27, 2013

M/s.Chennai Engineers  
No.69, 2<sup>nd</sup> 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 29<sup>th</sup> October 2011.

As you may aware that the contract relating to addition, alteration and civil work for Koothambalam awarded to you vide letter dated 17<sup>th</sup> 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

(b1)

	AREA IN SFT	COMPLETED ON	DURATION IN MONTHS	VALUE IN LACS
<b>4.00 COMMERCIAL COMPLEXES</b>				
Commercial Complex at G.N. Chetty Road for M/s. MANGALTHIRTH ESTATES LTD.	17,000	Feb.'08		110
Commercial Complex at Mount Road For RRE	20,000	June '03		160
Commercial Complex at Deivasikamani Road for Mr. Kailashmull Dugar	4,058	February '02		45
Commercial Complex at Greams Road for Dr. Rathnasabapathi	17,000	November'2000	16	160
Zen Towers Commercial complex, Chennai.	33,000	June'97	20	231
<b>5.00 MULTISTOREYS - COMMERCIAL &amp; RESIDENTIAL</b>				
Green City for Krishna Constructions	200,000	To Commence Jan.'10		3000
Sampoorana Apartments - LB Road. Chennai	38,000	November'99	36	228
Ramaniyam Towers - Greenways Road. Chennai.	65,000	December '98	40	625
Ramaniyam Citadel - Arumbakkam. Chennai.	100,000	October '98	36	560
<b>6.00 RESIDENCES - 30 in nos, in and around Chennai &amp; Bangalore</b>				

(b2)

	AREA IN SFT	COMPLETED ON	DURATION IN MONTHS	VALUE IN LACS
M/s. A & F Overseas Ltd. Uruvaiyar Village, Mangalam Road, Mangalam Post (Via Villianur) Pondicherry 605 110.	30,000	August '96	7	50
<b>3.00 APARTMENTS</b>				
Apartments at Perungudi	3,20,000	Commenced July'09	20	4320
Apartments at Melony Road for Krishna Constructions	25,000	Exp. Dec.'09	9	315
CITILIGHTS PROPERTIES PVT. LTD at Srinigar colony, Chennai.	28,000	December'04	12	170
KRISHNA ORMES LEIGH at Muniappa Road, Chennai	20,000	March '04	10	120
Saileela at Thiruvanmiyur	20,000	December '02	12	130
Daya Apartments	10,190	August '01	12	70
Retreat Apartments - Thiruvanmiyur.	12,500	June '01	12	90
Apartments at Habibullah Road. - T. Nagar.	40,000	January '01	24	240
Thooran Towers	14,975	January'01	12	85
Apartments- 4th Sea ward road - Thiruvanmiyur.	90,000	January'2001	32	500
Sai Ganesh Apartments at fourth Seaward Road	6,377	October '2000	6	40
Shruthi Apartments - Shastri Nagar.	12,500	October'2000	12	85
Apartments - Ashok Nagar. Chennai	17,000	Sept.2000	14	110
Sudharsan Apartments -Kasturibha Nagar.	15,000	September'2000	14	85
Aditya Apartments- Thiruvanmiyur.	15,562	March '2000	14	101
Srinvasa Apartments at Mylapore.	18,000	June '99	16	101
Sivedha Apartments- Besant Nagar. Chennai.	12,000	January '99	12	75
Mangala Jothi - Residential Flats. Chennai.	20,000	January'99	18	135
Geeta Apartments - Rukmani Road- Besant Nagar.	9,000	December'98	12	59
Tharangini Apartments - Duplex Complex.	35,000	November'97	11	210
For M/s. Sabari constructors - Coimbatore Tatabad Flats.	12,000	August '97	18	72
Srinivasa Terrace Apartments - Gandhi Nagar. Chennai.	24,000	December '96	12	140
Rajam Apartments - R.A. Puram. Chennai.	12,000	October'96	8	66

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	AREA IN SFT	COMPLETED ON	DURATION IN MONTHS	VALUE IN LACS
<b>2.00 INDUSTRIAL BUILDINGS, FACTORIES, INSTITUTIONS &amp; SHOWROOMS</b>				
M/s. Software Park at Kottivakkam for M/s Prakash Pack.	112,324	On Board		600
M/s. NOVATRON at Siruseri	24,000	On Board		140
Factory Building for M/s. Nikita Containers at Irungattukottai	30,000	Jan'08	4	300
KUN HONDA Showroom at Chennai	50,000	Sep.'07	6	393
BMW Showroom at Chennai	45,000	Feb.'08		
M/s. KUN HYUNDAI Showroom at Anna Nagar, Chennai.	11,485	April '05	8	107
M/s. LOTUS BEAUTY CARE PRODUCTS at Haridwar	51,180	March '05	5	300
M/s. POKARNA APPARELS CORPORATE BLDG.	25,000	May '04	7	250
M/s. PROTECK CIRCUITS at Sholinganallur	30,000	May '04	7	180
M/s. POKARNA APPARELS at Secunderabad	90,000	February '04	18	550
M/s. Bhagwan Mahaveer Eye Hospital at Royapuram	14,621	January '04	12	120
M/s. INSOFTECHNOLOGIES at Sholinganallur, Chennai	26,154	October '03	12	175
Old Age Home "CLASSIC KUDUMBAM" for M/s. CLASSIC PROMOTERS	58,211	June '03	18	398
The Chemise Factory at Poonamalle High Road.	48,000			
Additions and alterations for M/s. BSES at Ashok Nagar, Chennai.	2,950	June '01	6	28
Mohan Mull Chordia Jain Industrial Training Centre Meenambakkam, Chennai.	5,000	February '01	8	27
Additions and alterations for M/s. Prakash Package at Kottivakkam.	3,318	October '00	2	35
Polyfill unit for M/s. Sacheti Industries at Rathnamangalam Village, Kelambakkam	23,000	July '00	9	125
Mangichand Bhandari Jain Higher Secondary School T.Nagar, Chennai 600 017.	7,000	March '99	6	22
Factory, Annexures and Corporate Office for M/s. Camiceria Apparels (India) Pvt Ltd. No. 326, M.K.M. Road, Alandur, Chennai 600 016.	60,000	January '97	18	215

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CHRONOLOGY OF WORKS

	AREA IN SFT	COMPLETED ON	DURATION IN MONTHS	VALUE IN LACS
<b>1.00 INTERIORS</b>				
Interiors for M/s. TNQ at Baid Hitech Park, Thiruvannamiyur.	33,000	Jan.'07	2.5	340
Recording Studio for Brindavan	800	Oct '06	2	14
M/s. Athena Health Care at Taylor's Road, Kilpauk	11,000	Feb-06	2	120
M/s. Expertus Infotech at Taylor's Road, Kilpauk.	22,000	Jan-06	3	250
M/s. Bahwan Cybertek at Taylor's Road Kilpauk.	20,000	Dec-05	3	220
M/s. CEI Technologies, T.Nagar.	16,000	Dec-05	2.5	160
M/s. Flowserve, 3rd Floor at T. Nagar.	8,000	Aug-05	1	70
M/s. TNQ Books & Journals Pvt.Ltd, at Gandhi Nagar.	10,000	May-05	2	100
M/s. TNQ Books & Journals Pvt.Ltd, at Besant Nagar	10,000	May-05	3	80
M/s. Asian Raymold lightings Pvt.Ltd. at Vadapalani	2,000	Feb-05	1	20
M/s. Coralgrid software at Peters Road.	8,000	Jan-05	2	100
M/s. Hotel Saravana Bhavan at New Jersey	6,000	Dec.04	2	70
M/s. Hotel Saravana Bhavan at Sharjah	3,500	Nov.04	3	35
M/s. Proteck Circuits, Sholinganallur.	6,000	February '04	2	60
M/s. Insoft Technologies, Sholinganallur.	6,000	November '03	2	35
M/s. BSES at AshokNagar - Phase II	4,500	November '02	1	40
M/s. BSES at AshokNagar - Phase I	2,400	Jun-01	1	19
Emerck for M/s. Classic	1,000	October'99	45 (Days)	15
Anna Nagar Branch of M/s. Hotel Saravana Bhavan	4,300	December '98	15	39
Accounts Office - M/s. Ramaniyam Real Estates	3,500	August'96	6	28
The Federal Bank Ltd, Royapettah	4,500	August'96	7	52
Interiors for Mr. Gopalan at Nungambakkam, Chennai	3,600	Aug-06	2	12

to be rendered and discharge of Client's obligations.

**11. INDEMNIFICATION :**

In the event that a claim or suit is brought against the Architect or the Consultants by any third party for damages arising from personal injury or property damage caused wholly by the Client, or anyone employed by the Client, or anyone for whose acts the Client may be held responsible, then the Client shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Architect may incur in connection therewith.

**12. OWNERSHIP OF COPYRIGHT :**

Architectural design is an intellectual property of the Architect. The drawings, specifications, documents and models as instruments of service are the property of the Architect whether the project, for which they are made, is executed or not. The Client shall retain copies of the Architect's models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be used for any other project by the Client or the Architect or any other person, except for the repetition as stipulated in the Scale of Charges.

**13. TERMINATION OF AGREEMENT :**

13.1 Agreement between the Architect and the Client may be terminated by either one giving the other a written notice of not less than 30 (thirty) days, should either fail substantially to perform his part of responsibilities/duties, so long as the failure is not caused by the one initiating the termination.

13.2 When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Architect, the Architect shall be entitled to professional fees as stipulated under Clause 4 and sub-clauses 9.09 and 9.11 of Clause 9.

13.3 In the event of Architect's firm closing its business or the Client having terminated the agreement, the Client shall have the right to employ another Architect to complete the work, after making payment to the previous architect's firm.

**14. INTERPRETATION :**

In case of any ambiguity or difficulty in the interpretation of the Conditions of Engagement and Scale of Charges, the interpretation of the Council of Architecture shall be final and binding on the Architect and the Client.

**15. ARBITRATION :**

All disputes or differences which may arise between the Client and the Architect under "Conditions of Engagement and Scale of Charges" with regard to the meaning or interpretation or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, Council of Architecture. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator shall be final and binding on the Architect and the Client.

Yours faithfully,  
For Centre for Architectural Research & Design,

*Ravi Nilakantan*  
CA - 83/07939.  
Ar. Ravi Nilakantan  
Principal Architect

Client :

Signature : *Cela...*  
Designation :

ckeyne  
DD No. 360085 / 21-1-2010  
R 75,000/-

Bank

Date: 21.1.2010  
DIRECTOR  
COUNCIL OF ARCHITECTURE  
INDIA

(bb)

8.03 To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected. In case such information is not readily available, the Client shall arrange for the survey/ collection of necessary information and pay for the same.

8.04 To furnish reports on soil conditions and test as required by the Architect or pay for the preparation of the same.

8.05 To furnish specific conditions/ Statutory stipulations/ Codes of Practice/Schedule of rates, etc., desired to be followed.

8.06 To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.

8.07 To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.

8.08 To honour Architect's bills within one month of its submission.

8.09 To appoint a Construction Manager (Clerk of Works/ Site Supervisor or Construction Management Agency in case of a large and complex project) as per the Architect's advice.

#### 9. EXECUTION OF THE ASSIGNMENT :

9.01 The Architect shall keep the Client informed about the progress of work in his office.

9.02 The Architect shall appoint specialised consultants in consultation with the Client, if necessary.

9.03 The Architect shall be responsible for the direction and integration of the consultants work. The consultants, however, shall be fully responsible for the calculations, the detailed design and periodic inspection and evaluation of the work entrusted to them. The Architect shall, if requested, make available the design calculations.

9.04 The Architect will advise the Client on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the contractors for the completion of work, if required.

9.05 The Architect shall supply to the Client, free of cost, upto six sets of drawings at different stages.

9.06 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the Client.

9.07 Any professional services to be rendered by the Architect at the instance of the Client after the agreed project completion period shall be compensated for on mutually agreed terms.

9.08 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.

9.09 Any revision in the drawings, tenders and documents, once approved, required to be made by the Client shall be compensated as additional services rendered by the Architect and paid for @ 50% of the fee prescribed for the relevant stage(s).

9.10 No change shall be made in the approved drawings and specifications at site without the consent of the Architect.

9.11 Any curtailment of the professional services, beyond Stage 2, shall make it obligatory for the client to pay at least 20% of the fee for the remaining Stage(s) of the curtailed work/ Services.

#### 10. TIME SCHEDULE :

The Architect shall, in consultation with the Client, prepare a Time Schedule in respect of various services

*[Handwritten signature]*

*[Handwritten signature]*

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## EFFECTING PAYMENT TO THE ARCHITECT :

5.1 The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages be computed on the following basis:

- 5.1.1 Retainer : On rough estimate of cost.
- 5.1.2 At Stage 1 : On rough estimate of cost.
- 5.1.3 At Stages 2 to 4 : On preliminary estimate of cost.
- 5.1.4 At Stages 5 to 6b : Accepted tender cost.
- 5.1.5 At Stage 7 : Actual total cost.

5.2 Progressive, on account, payments shall be made by the Client to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the Client and the Architect.

5.3 No deductions shall be made from the fee of the Architect on account of penalty, liquidated damages, part rates or other sums withheld from payment or recovered from contractors/ suppliers.

5.4 When the work is executed wholly or in part with old materials or labour or carriage is provided by the Client, the percentage fees shall be calculated as if the work had been executed wholly by the contractor supplying all labour and new materials.

5.5 The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and also the cost of equipment & machinery such as Transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors, Water and Sewage Treatment Plant, etc., but excluding the cost of land.

## 6. DOCUMENTATION AND COMMUNICATION CHARGES :

Apart from the professional fee, the Client shall pay to the Architect Documentation and Communication charges, @ 10% of the professional fee payable to the Architect at all stages.

## 7. REIMBURSABLE EXPENSES :

In addition to the amounts reimbursable against site visits by the Architect/ Consultant, the Client will reimburse the Architect the following expenses incurred by him for discharge of his obligations:

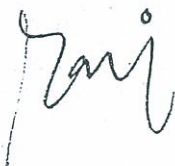
7.01. Actual cost of travel (to & fro), boarding & lodging and local transport for any visit made by his staff to the site or such other place as may be necessary in connection with the execution of work and in connection with the performance of duties referred to in this agreement.

7.02. Cost of presentation models, computer simulation, presentation drawings, etc., prepared at the instance of the Client for purposes other than the Design and execution of the project.

## 8. CLIENT'S ROLE AND RESPONSIBILITIES :

The Client shall discharge all his obligations connected with the project and engagement of the Architect as follows:

- 8.01 To provide detailed requirements of the project.
- 8.02 To provide property lease/ ownership documents.



**3. PROFESSIONAL FEE :**

3.01 In consideration of the professional services rendered by the Architect, he shall be paid professional fee and other charges in accordance with the Scale of Charges.

3.02 Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Architect, shall be payable by the Client, over and above the gross fees charged by the Architect in relation to the services provided.

**4. SCHEDULE OF PAYMENT :**

The Architect shall be paid professional fee in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon :

Retainer On appointment/ Signing of Agreement/ Acceptance of offer.	Rs. 75,000.00 adjustable at the last stage.
<b>Stage 1</b> On submitting conceptual designs and rough estimate of cost.	10% of the total fees payable.
<b>Stage 2</b> On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	20% of the total fees payable less payment made.
<b>Stage 3</b> a. On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory authorities, if required. b. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	30% of the total fees payable less payment made. 35% of the total fees payable less payment made.
<b>Stage 4</b> Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	45% of the total fees payable less payment made.
<b>Stage 5</b> On inviting, receiving and analysing tenders; advising Client on appointment of contractors.	55% of the total fees payable less payment made.
<b>Stage 6</b> a. On submitting working drawings and details required for commencement of work at site. b. i. On completion of 20% of the work ii. On completion of 40% of the work iii. On completion of 60% of the work iv. On completion of 80% of the work v. On Virtual Completion	65% of the total fees payable less payment made. 70% of the total fees payable less payment made. 75% of the total fees payable less payment made. 80% of the total fees payable less payment made. 85% of the total fees payable less payment made. 90% of the total fees payable less payment made.
<b>Stage 7</b> On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment made various stages and retainer.

*Ravi*

*Chela Sauron*

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2.02 Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.

2.03 Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation at the site of the project.

2.04 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.

2.05 Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

**PRELIMINARY DESIGN AND DRAWINGS [STAGE 2] :**

2.06 Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Client's approval along with preliminary estimate of cost on area basis.

**DRAWINGS FOR CLIENT'S/ STATUTORY APPROVALS [STAGE 3] :**

2.07 Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standard and legislation, as applicable and assist the Client in obtaining the statutory approvals thereof, if required.

**WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4] :**

2.08 Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

**APPOINTMENT OF CONTRACTORS [STAGE 5] :**

2.09 Invite, receive and analyse tenders; advise Client on appointment of contractors.

**CONSTRUCTION [STAGE 6] :**

2.10 Prepare and issue working drawings and details for proper execution of works during construction.

2.11 Approve samples of various elements and components.

2.12 Check and approve shop drawings submitted by the contractor/ vendors.

2.13 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.

2.14 In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager (Clerk of Works/ Site Supervisor or Construction Management Agency in case of a large and complex project), who shall work under the guidance and direction of the Architect and shall be appointed and paid by the Client.

2.15 Issue Certificate of Virtual Completion of works.

**COMPLETION [STAGE 7] :**

2.16 Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.

2.17 Issue two sets of as built drawings including services and structures.

*raj*

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*Cula Samson*

# CENTRE FOR ARCHITECTURAL RESEARCH & DESIGN

ARCHITECTURE ○ LANDSCAPE ○ INTERIORS

## CONTRACT OF AGREEMENT

(In Duplicate)

The Director,  
Kalakshetra Foundation,  
Thiruvanmiyur, Chennai – 600041.

11<sup>th</sup> December '09.

Kind Attn: Smt. Leela Samon.

**Sub:** Redevelopment of Kalakshetra campus at Thiruvanmiyur, Chennai.

**Ref:** Your letter D:\2009-2010\IV Director\2. Official\civilworks committee.doc

Dt. 11<sup>th</sup> September 2009.

Dear Smt. Leela Samson,

Further to our meeting on the 8<sup>th</sup> Dec.'09 regarding the above project, we list below our terms of agreement for your acceptance.

### 1. SCOPE OF WORK

#### Part I - ARCHITECTURE :

- 1.1 Taking Client's instructions and preparation of design brief.
- 1.2 Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- 1.3 Design and site development.
- 1.4 Structural design.
- 1.5 Sanitary, plumbing, drainage, water supply and sewerage design.
- 1.6 Electrical, electronic, communication systems and design.
- 1.7 Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
- 1.8 Elevators, escalators, etc.
- 1.9 Fire detection, Fire protection and Security systems etc.
- 1.10 Periodic inspection and evaluation of Construction works.

#### Part II \_ ALLIED FIELDS :

- 1.11 Landscape Architecture
- 1.12 Interior Architecture
- 1.13 Architectural Conservation
- 1.14 Retrofitting of Buildings
- 1.15 Graphic Design and Signage

### 2. SCHEDULE OF SERVICES :

#### CONCEPT DESIGN [STAGE 1] :

- 2.01 Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval.

CENTRE FOR ARCHITECTURAL RESEARCH & DESIGN

ARCHITECTURE O LANDSCAPE O INTERIORS

COA No.: CA/83/07939

Service Tax Regn. No. : 71610465

TAN : CHEN05169D

11<sup>th</sup> December 2009.

Dear Ms. Leela Samson,

We are enclosing the following for your information and record.

- a. Contract of agreement – in duplicate.
- b. Our presentation
- c. List of jobs

Thanking you,  
Yours sincerely,

*Ravi Nilakantan*  
Ar. Ravi Nilakantan

*A. S. Krishnan*  
18/12/10  
P.T. Krishna Rao / A-5 / CAS  
DP 14/12

Encl: as above

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Approved the proposal in principle for the schemes mentioned. The committee constituted shall look into the details and then submit to Finance Committee for approval before calling for tender.

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ANNEXURE II

**EXTRACTS OF THE MINUTES OF THE THIRTY THIRD GOVERNING  
BOARD MEETING HELD ON 4TH MAY, 2009 AT 10.00 A.M. AT  
KALAKSHETRA FOUNDATION, CHENNAI**

**ITEM NO.5**

**Pending civil works**

- (i) Sound proofing.
- (ii) Audio equipments.
- (iii) Gate at two ends of the property.
- (iv) Formation of a Civil Works Advisory committee.

Mr.Sengupta initially queried whether the subject placed under this item is for approval for which Director explained that these items are placed before the Governing Board for getting the Board's approval in general and no final decision have been taken so far. On getting this approval, Kalakshetra will look forward to completing these civil works. Director further explained the need for sound proofing and audio equipment for the auditorium. Director also explained that it is imperative that gates at the two ends of Kalakshetra be put up and a reception area where visitors are received and conducted inside the campus. This has to be taken up on a priority basis. Mr.Daniel Premnath said that for undertaking these civil works a committee may be formed and the committee can co-opt a third person who is technically competent preferably any retired officer from CPWD so that after the schemes were approved by the committee, it may be placed before the Finance Committee for approval and then to Governing Board Mr.Sengupta indicated that in future, proposals with estimates of the schemes may be given with justification.

The Governing Board decided to form a committee to go into detail of the schemes and the committee consists of: i. Mr. P.T.Krishnan, ii. Ms.Leela Samson, Director iii. Ms.Madhavi Mudgal.

The Committee is empowered to go into these recommendations and prepare the necessary estimates before calling for tender. Progress of this will also be placed before the Finance Committee and the Governing Board for approval.

ANNEXURE I

**EXTRACTS OF THE MINUTES OF THE THIRTY SECOND GOVERNING  
BOARD MEETING HELD ON 7TH APRIL 2009**

**iv Formation of a Civil Works Advisory Committee**

Members discussed the above plan schemes and also the need to form a civil works advisory committee. This committee will facilitate the phasing of funds, elicit expert opinion and also act as an advisory body during the course of execution of the projects. Mr P.T.Krishnan agreed to be a member of this committee.

Resolved to form a civil works advisory committee with Mr P.T.Krishnan, as one of the committee members.

6	The new works yet to be undertaken for the civil work for the tune of Rs.1.10 crore and the Preliminary Estimate copies for the civil works, <u>adopting area basis and rate</u> before calling tender and approval from the kalakshetra Foundation/ works committee as per CPWD Format with justification quantities and basics of rates	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
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3. Hence a considered decision to be made with regard to the manner in which to proceed with the remaining portion of the work after securing suitable approvals from the Finance Committee, Ministry and Governing Board to the manner in which the detailed contract with Sri Ravi Nilakantan (M/s.CARD) and further contracts that he has made with Kalakshetra to enter into the contractors.

- (vi) The estimate given was not detailed as it suffered all the infirmities given above especially (v) above.
- (vii) The estimate also lacked detailed working sheets for arriving at basis of quantities and rate.
2. For works to be taken further he has not given any estimate in any format of any type. He is basically given a list of items as covered sub-works. As per 2.08 clause - Council of Architecture the architect is supposed to give all details required for the same.

Apart from infirmities mentioned in Para, above the following list of documents have not been received from M/s.CARD.

Name of work: Additions, alterations, civil works at koothambalam			
S.No	Description of document	Status	Remarks
1	Taking Client's instructions and note details Preparation	Not received	The same has been communicated vide letter dated 24th january 2013
	DPR		
2	Detailed project report (comprehensive report) for covering all the works for the koothamabalam to the works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
3	Preliminary Estimate copies for the civil works, <u>adopting area basis and rate</u> before calling tender and approval from the kalakshetra Foundation/ works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
4	Detailed Estimate copies for the civil works, <u>with justification of quantities and justification rate and rate analysis</u> before calling tender and approval from the kalakshetra Foundation and works committee	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012
5	comprehensise note for Excess operation items executed and certified for which the justification of notes and evaluation / preparation of rate analysis against each item anticipating till completion of project	Not received	The same has been communicated vide letter dated August 6, 2012 and September 24, 2012

(M/s.CARD) to give details. Sri Ravi Niilakantan (M/s.CARD) did not comply with the same. This was despite repeated meetings and letters written to Sri Ravi Niilakantan (M/s.CARD). A full set of correspondence is given at Annexure III.

He stated that as per his contract condition, he is not obliged to give details in a CPWD format. However, it is seen that he has not given any detailed estimate of any kind at for any at any given point of time. The details he had given were always rudimentary. It may be seen that the initial estimation as given in the initial tenders drawn out by him were not sufficient to cover to work up to the completion stage. The tender schedule details were woefully wrong in casting and under-cast for many items in the schedule and hence were not covering the complete scope of work. In fact there are very many areas of work (sub works) which have not been covered in the initial scheme as concerned by Sri Ravi Niilakantan (M/s.CARD) which would have been required for the basic completion and inauguration of the renovated Koothambalam. Hence with regard to Sri Ravi Niilakantan (M/s.CARD) there are two issues.

1. He is not willing to give details of the work done so far in a detailed estimate format as is required by Government bodies.

It may also be seen that in whatever format he has not given all the details required for the estimate of the work already completed and during his initial appointment too he was not been able to conceptualise the work in entirety as a result

- (i) Items were wrongly cast or included
- (ii) Essential items were left out during the formulation of the schedule leading to large scale introduction of new items into the contract during the course of work. The extent of such an introduction is 30.13 % (Rs. 66.02 lakh) to the original contract.
- (iii) Some items were operated to the extent of over 35.13 % (Rs. 70.46 lakh)
- (iv) Some items in the schedule were never operated (Rs.35.19 lakh)
- (v) Some important essential sub works were completely left out of the initial tender formulations though they were inescapable for the basic functioning of the auditorium.

1. The background and necessity for the renovation
2. Specific approvals obtained from the Governing Board and Finance Committee
3. The stages of scrutiny undertaken
4. The process adopted for selection of Architect/Consultant and Vendor
5. The procedures adopted to obtain offers, if any
6. The reasons for deviation from prescribed procedures
7. The justification for adopting the procedures not in consonance with GFR'S.
8. The committees/sub-committees which have overseen the works, and their minutes, correspondences, noting etc.
9. The total expenditure incurred till date, item/work wise.
10. The details of approval given, including payments in the pipeline
11. The estimated expenditure to be incurred to complete the project.

The Board further directed that this detailed proposal may be placed before the Works Committee for vetting from the technical angle. Thereafter the proposal may be placed before the Finance Committee. If necessary, an independent assessment may be obtained regarding the reasonableness of rates and the quantities involved. Finally, this may be placed for the consideration of the Board, with the comments of the Committees, if any.

The Board also directed that till the matter was resolved, further work at the Koothambalam may be brought to a close.

However, on account of the subsequent resignation of the Director and members of the Works Committee (constituted by the Governing Board in terms of clause 3(a) of the powers and functions of the Governing Board), no further meetings of the Works Committee could take place.

A new works committee was appointed on the 40<sup>th</sup> Governing Board meeting held on 14<sup>th</sup> December, 2012 constituted with:-

- 1) Sri Gundu Rao, Chairman
- 2) Director (i/c), Kalakshetra, Member and Convenor
- 3) Vidvan Sri T M Krishna, Member
- 4) CAO, Kalakshetra, Member.

However, when the new committee set up to compile the estimate, a detailed project report, etc. as required in Para 2.06 above and requested Sri Ravi Niilakantan

charges. In this connection, a copy of the regulations of the Council of Architectural Scale of Charges may be furnished.

6. Copies of the minutes of the Works Committee and Finance Committee approving the execution of each component under Koothambalam
7. Further, the Audit objection mentioned that "as per the decisions taken in the 33<sup>rd</sup> Governing Board meeting held on 04.05.2009 for undertaking civil works, a committee was to be formed and the committee can co-opt a third person who is technically competent so that after the schemes were approved by the Committee, it may be placed before the Finance Committee for approval and then to Governing Board with justification. The Committee shall look into the details and then submit to the Finance Committee for approval before calling for tender. However, it has been observed that, as per clause 2.09 of the agreement with Ravi Nilakantan, Architect, the architect has been delegated the powers to invite, receive and analyse tenders and advise kalakshetra on appointment of contractors. The circumstances under which such a clause was introduced in the agreement with the Architect even though the Governing Board had directed that a technically competent third person can only co-opt with the Committee" is not known.

Apart from the above, the audit has raised an objection pertaining to the lack of formal sanction to the work by the Governing Board and the Finance Committee, the procedure for engagement of the Consulting Architect, the award of tenders by the Consulting Architect and the manner and placement of orders for audio and lighting works by the Foundation, apart from the inclusion of items into the scope of work which were not originally in the tender.

The abstract cost prepared by the consultant was placed before the 38<sup>th</sup> Governing Board meeting held on 10<sup>th</sup> April 2012 at Kalakshetra for according ex post facto approval. However, the Board vide its minutes under item No.8 directed to submit the following documents for consideration:-

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10	Shri.Gautam Bhattacharya / Delhi	Up gradation of stage lighting system and curtain system at Koothambalam	Lighting consultancy fee	20,000.00
11			M/s.Modern Stage Service / Delhi	60,81,837.00
			Total F	61,01,837.00
12	M/s.CARD / Chennai Cosnulting Architect Shri.Ravi Niilakantan	Consultancy charges		29,65,664.24
			Total G	29,65,664.24
13	Shri K.P.Umapathy acharaya	consultancy charges		24,000.00
14		stone sculptor work	Sh. Bhagaban Subudhi	11,70,410.00
			Total H	11,94,410.00
			Grand total `	6,29,55,689.24

Though the work was commenced, contracts awarded and expenditure incurred, a detailed project estimate (on the lines of normal CPWD and other Government engineering body estimates) was not prepared before the commencement of work in July 2010.

During execution of the project, the Deputy Accountant General Office, vide their letter dated August 5, 2011 raised an audit objection relating to Koothambalam in the Inspection Report for the year 2010-11 and asked for the following.

1. The approval of the Governing Body and the Ministry for taking up the work
2. The total estimate (with component wise break-up) for the project and the basis on which the estimates were prepared.
3. The funding pattern for the execution of the project.
4. The details of expenditure incurred on the project so far, component-wise along with source of funding
5. It has been observed that Shri Ravi Niilakantan - M/s CARD has been appointed as Architect for up gradation of various facilities in the campus including Koothambalam. Further the fees and other conditions were to be as per the regulations laid by Council of Architecture in accordance with the scale of

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Details position of expenditure incurred on the project

S.No	Name of the consultants	Nature of work	Name of the contractor	Amount paid till date
1	M/s.CARD /Chennai - Consulting Architect Shri.Ravi Niilakantan	Clerks of works for co-ordinating with /s.CARD for Koothambalam work	Shri.J.Ra.Jayakumar	10,27,367.00
2		Additions, alterations and Civil work at Koothambalam	M/s.Chennai Engineers /Kolathur /chennai	2,19,11,460.00
3		Roof anutone insulation board fixing work at Koothambalam	M/s.Chennai Engineers /Kolathur /chennai	29,89,848.00
4		Supply of Anutone board for above works	M/sAnutone Acoustics ltd / Chennai	26,67,293.00
			Total A	2,85,95,968.00
5	HVAC work	Up gradation of Heating, Ventilation and Air Conditioning work(HVAC) at Koothambalam	M/s.Unimech Engineers/Chennai	70,42,775.00
6		Slab cooling work at Koothambalam	M/s.Caaavery Agro Agencies / chennai	7,48,793.00
			Total B	77,91,568.00
7	Electrical work	Electrical Installation work at Koothambalam	M/s.Kevin Electricals/Chennai	14,05,142.00
			Total C	14,05,142.00
8	Structural soundness test	Non Destructive test for the structural soundness	M/s.Chennai Civil Tech pvt limited / Chennai	86,254.00
			Total D	86,254.00
9	M/s.Sound Wizard / Aurovillie	Up gradation of Sound System at Koothambalam	Sound consultancy fess	1,84,101.00
			M/s.Aditya infotech	36,98,944.00
			M/s.E&E	13,35,398.00
			M/s.Senheiser/Telerad	6,73,047.00
			M/s.MRH	5,00,769.00
			M/s.Ansata	31,00,542.00
			M/s.MRH	7,13,900.00
			M/s.E&E	44,714.00
			M/s.Rivera	2,02,125.00
			M/s.Pro musicals	2,26,420.00
			M/s.Sun Media	12,15,205.00
			M/s.Sasi Enterprises	2,93,382.00
			M/s.Office 2000	5,04,619.00
			M/s.Reynolds	6,38,213.00
M/s.Projection design	11,66,677.00			
DEC	3,16,790.00			
			Total E	1,48,14,846.00

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### **Constitution of a Works Committee**

In order to facilitate the phasing of funds, elicit expert opinion and also act as an advisory body during the course of execution of various civil works projects, it was resolved at the Thirty Second Meeting of the Governing Board held in April 2009 that a Works Committee be formed (**Annexure-I**). In the subsequent 33<sup>rd</sup> Governing Board meeting held in May 2009 (**Annexure-II**), the members namely Sri P.T.Krishnan, Ms Leela Samson and Smt Madhvi Mudgal were approved as members of the works committee..

### **Methodology adopted for appointment of consultants and contractors for the project**

To carry out the civil engineering works, the Works Committee engaged the services of Sri Ravi Niilakantan as the Consulting Architect on the basis of calling for expressions of interest. Out of five agencies shortlisted, two responded and Sri Ravi Niilakantan of CARD was selected. He further utilised the services of consultants M/s Madras Electrical Consultants and M/s Air Treatment Engineering for electrical and HVAC (or air-conditioning) works, respectively, as well as sub-consultants M/s Chennai Civil-Tech Research Foundation to assess the condition of the structural members of the theatre and M/s Kirti Consultants for inputs related to structural design. As per the contract between Kalakshetra Foundation and M/s CARD represented by Sri Ravi Niilakantan, the powers to receive, analyse and advise Kalakshetra on the appointment of contractors was delegated to him. Accordingly, he advised the Foundation on the contractors to carry out civil engineering, electrical and air-conditioning works and the Foundation entered into tripartite contracts with those agencies. Further, the administration at Kalakshetra has utilised the services, directly, of an audio consultant, M/s Sound Wizard, on whose recommendation the procurement of sound equipment was done. Sri Gautam Bhattacharji was appointed as the consultant for stage lighting. On his recommendation, orders were placed for procurement of light equipment from M/s Modern Stage Services. For vastu and temple architecture, Kalakshetra had appointed Sri K. P. Umapathi Acharya, a hereditary temple architect. Based on his recommendation, the presidential awardee (in the area of sandstone sculpting), Sri Bhagaban Sububhi from Orissa was appointed to carry out the traditional temple architectural and other stone sculptural decorative work.

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## **Koothambalam-Constitution of works committee and Master Plan Committee.**

### **Background**

When Kalakshetra's campus moved to Tiruvanmiyur, Smt. Rukmini Devi began conceiving an idea for a theatre for staging performances. The idea of an Indian theatre with good infrastructure in the Koothambalam style of Kerala inspired her. To create such a performing space, she enlisted the support of Sri Appu Kuttan Nair, a former Chief Engineer with the Government of Kerala. The Bharata Kalakshetra Auditorium was built in 1985, in time for the Golden Jubilee Celebrations of the institute and was inaugurated by Sri Rajiv Gandhi, the then Prime Minister of India in December 1985. Since then, the Koothambalam has served in the staging of various performances, both of the Kalakshetra Repertory, as well as hosting renowned artistes from all over the globe.

The design for the Koothambalam is based on the ideals of the Natyasastra, an ancient treatise on theatrical practice. The concept behind the construction of the Koothambalam is based on the principles laid down by Bharata muni, who conceived the concept of the ideal theatre from the Vedas. The octagon is the centre point of the structure and expands outwards in circles. The axis of the structure is based on the ever-expanding *bindu*, the dynamic point which manifests itself into an octagon and further expands into a circle. It has a gallery and can accommodate around 600 persons.

### **Justification for renovation**

This unique structure has been in need for renovation in various areas for many years. Since its construction over twenty five years ago, the theatre had undergone significant wear and tear which required immediate attention. These are largely in the areas of roofing, flooring, seating, ventilation, cooling, electrical, sound and lighting.

As a part of this renovation, there was also an effort to restore the theatre to the original drawings, understand and respect the scriptures, match the wood being used with the existing teakwood, use of traditional oxide floors wherever possible apart from stone and wooden floors and blending of the utilities and facilities placed outside the theatre into the landscape.

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To

Shri Ravi Nilkanthan

M/s CARD

Subject:- Draft Notice to M/s CARD to furnish estimates in CPWD format

Sir,

As per the provisions of the agreement entered with you, the responsibility of preparing the estimates for the Koothambalam work vests with you. Further to state that the estimate has to be prepared and furnished by you to Kalakshetra in the CPWD format as Kalakshetra Foundation being a govt organization has to follow General Financial Rules, Manual on Policies and Procedures for procurement of work for undertaking any works. Moreover the agreement executed with M/s Chennai Engineers (which has been prepared by you), it has been clearly mentioned that work shall be executed strictly in accordance with the CPWD specifications (Clause XXI of the agreement).

The above facts has already brought to your notice through our earlier letter dated 24<sup>th</sup> January 2013 followed by subsequent reminders requesting you to prepare and furnish the estimates in the format of CPWD. However your reply of being unaware of CPWD format and specifications and expressed your inability to prepare and submit the estimate in CPWD format is unacceptable.

You are once again been requested to furnish estimate of the details of the works executed/completed till date and also the remaining work to be executed in the format of CPWD within ten days failing which the estimate of the work will be prepared based on the available details at our end and the same will be done at your cost.

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## Kalakshetra Foundation

Minutes of the meeting held on 7<sup>th</sup> June 2013 with Advocate Sri. Manoj Menon at his Office at 11.30 am

Pursuant to discussions with Shri. Karunaker K Menon, Director in-Charge, along with Mr. Ramachandran & Mr. Srinivasan, regarding the pending issues with the Architect, Mr. Ravi Nilakantan, CARD, about the ongoing Additions, Alterations & Civil Works at Koothambalam, the following course of action was suggested:

1. Kalakshetra to issue a letter calling upon CARD to furnish estimate of the details of the Works executed / completed till date and also the work to be executed, in the format of CPWD, within a week/10 days and putting him on notice, that if no response is received, the estimate of the works, shall be prepared, based on the available details, at his cost.
2. In case, estimate in CPWD format is received, the same may be verified and compared with the estimates submitted earlier.
3. In case, he fails to submit the estimate, Kalakshetra to prepare the same.
4. Such estimate be sent to CARD for verification and confirmation.
5. Thereafter, Kalakshetra may prepare the list of shortcomings in CARD's scope of work and express dissatisfaction with the manner of executing the work, and consider the termination of the Contract.
6. It is likely that CARD may challenge the termination and claim remuneration for the works executed. It will be advisable to catalogue all the shortcomings in detail to establish the deficiency / incompetence of CARD in discharging his services.

(sb)

07.06.2013

PRIVATE AND CONFIDENTIAL

To,

Director-in-Charge,

Kalakshetra Foundation,

Thiruvanmiyur,

Chennai 600041

Sub: Brief Note on discussions of 7.6.2013

Pursuant to discussions with Shri. Karunaker K Menon, Director in-Charge, along with Mr. Ramachandran & Mr. Srinivasan, regarding the pending issues with the Architect, Mr. Ravi Nilakantan, CARD, about the ongoing Additions, Alterations & Civil Works at Koothambalam, the following course of action was suggested:

1. Kalakshetra to issue a letter calling upon CARD to furnish estimate of the details of the Works executed / completed till date and also the work to be executed, in the format of CPWD, within a week/10 days and putting him on notice, that if no response is received, the estimate of the works, shall be prepared, based on the available details, at his cost.
2. In case, estimate in CPWD format is received, the same may be verified and compared with the estimates submitted earlier.
3. In case, he fails to submit the estimate, Kalakshetra to prepare the same.
4. Such estimate be sent to CARD for verification and confirmation.
5. Thereafter, Kalakshetra may prepare the list of shortcomings in CARD's scope of work and express dissatisfaction with the manner of executing the work, and consider the termination of the Contract.
6. It is likely that CARD may challenge the termination and claim remuneration for the works executed. It will be advisable to catalogue all the shortcomings in detail to establish the deficiency / incompetence of CARD in discharging his services.

Regards

K. Manoj Menon.

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To

June 20, 2013

Shri. Ravi Niilakantan, Architect  
Centre for Architectural Research and Design,  
10 A, 2<sup>nd</sup> floor, Dhanalakshmi Colony, 1<sup>st</sup> street,  
Vadapalani, Chennai-600026

Sir,

Subject:- Request to furnish estimates in CPWD format- Koothambalam work  
Regarding.

As per the provisions of the Agreement entered with you, the responsibility of preparing the estimates for the Koothambalam work vests with you. Kalakshetra Foundation being a government organization is required to follow the General Financial Rules, Manual on Policies and Procedures for procurement of work for undertaking any works in the campus. Hence, such estimate has to be prepared and furnished by you to Kalakshetra Foundation in the CPWD format. Moreover the Agreement executed with M/s Chennai Engineers (which has been prepared by you), it has been clearly mentioned that work shall be executed strictly in accordance with the CPWD specifications (Clause XXI of the Agreement).

The above facts has been brought to your notice through our earlier letters/emails dated 17<sup>th</sup> July 2012, 3<sup>rd</sup> August 2012, 24<sup>th</sup> September 2012, 24<sup>th</sup> January 2013 and 3<sup>rd</sup> May 2013 requesting you to prepare and furnish the estimates in the format of CPWD. However your reply of being unaware of CPWD format and specifications and expression of your inability to prepare and submit the estimate in CPWD format is unacceptable.

You are once again requested to furnish estimate of the details of the works executed/completed till date and also the balance work to complete the work in the format of CPWD within ten days as the same is required for approval of the budget allocation/sanction of the Government.

In case, we do not receive the particulars as sought for, the estimate of the work will be prepared based on the available details at our end and the same will be done at your cost.

This issues with the approval of works committee.

Yours faithfully,

Administrative Officer





To

M/s Chennai Engineers,  
No.69, 2<sup>nd</sup> 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 27<sup>th</sup> March 2013 and several verbal reminders 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 incompleated 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,

Administrative Officer

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