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PROCEEDING OF THE CHIEF ENGINEER, KERALA STATE RURAL ROADS
DEVELOPMENT AGENCY, THIRUVANANTHAPURAM
(Present: Sandeep.K.G)

Sub:- PMGSY -2005-06 (Phase-V) Package No. KR 10-06(D), Chittur Block, Palakkad District including Maintenance for five years after construction - Terminated with risk and cost of contractor - Regarding

Read:- 1. Agreement No. 127/CE-KSRRDA/2014-2015 Dated: 20/11/2014
2. This office even no dated: 21/12/2019, 9/3/2020, 21/5/2020, 26/5/2020, 13/09/2021, 28/9/2021, 2/2/2022

Order No. Engg. 3615/DB1/2014/KSRRDA Dated: 20/6/2022

The work of PMGSY-2005-06 (Phase-V) Package No. KR 10-06(D), Chittur Block, Palakkad District including Maintenance for five years after construction was awarded to M/s Rock and Arch Constructions (India) Private Limited, No. 72, Mudali Thottam, Veerappan chatram P.O, Erode 638005 and Agreement for the work executed vide reference 1st cited above with a time of completion of 12 months from date of execution of the agreement. The Executive Engineer, PIU, Palakkad has reported that the contractor did not turned out to complete the work in time.

Whereas under clause 4.52.1 of condition of contract under Agreement NO. 127/CE-KSRRDA/2014-2015 dated: 20/11/2014 the Chief Engineer, Kerala State Rural Roads Development Agency, Thiruvananthapuram shall have powers to take action which is final and binding under one or more of the clauses in the condition of the contract in the event of the delay or suspension in the execution of the work. In the said Agreement for Package Chittur Block, Palakkad District, by M/s Rock and Arch Constructions (India) Private Limited, No. 72, Mudali Thottam, Veerappan chatram P.O, Erode 638005. As per the opinion of the undersigned, you failed to execute the work as per the terms of agreement and whereas you were served with letters vide reference 2nd cited which has not been responded by you so far. Therefore under power delegated to me under sub-clause 4.52 of condition of the contract, I, Sandeep.K.G, Chief Engineer for the aforesaid work under aforesaid agreement for and on behalf of Governor of Kerala here by

- Rescind the contract as aforesaid on which rescission, your security deposit of work and performance guarantee stands absolutely forfeited to Government
- The contractor has to Remit the employers additional cost for completing the work ie 200% of un completed work to this office within 30 days of intimation of the amount.


c) Payment upon termination will be as per clause 53. of General Conditions of the Contract and sub clause there under the Standard Bidding Document. You are also hereby served with notice to the effect that the work executed by you will be measured upon the date which will be intimated to you separately for which you are asked to attend for joint measurement failing which the work will be measured by the department unilaterally in your absence and results of the measurement will be final and will be binding on you.

d) You may stop the work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

This is without prejudice the Government's right to take action under any other clauses or sub-clauses of the Agreement and to realize Government's dues, losses and damages what so ever under such clauses or sub-clauses.

To

M/s Rock and Arch Constructions (India) Private Limited,
No. 72, Mudali Thottam, Veerappan chatram P.O, Erode 638005


Chief Engineer

for and on behalf of Governor of Kerala

(Register with A/D)

Copy to :

1. The Chief Engineer, Local Self Government, Thiruvananthapuram
2. The Chief Engineer, KSRRDA, Thiruvananthapuram
3. The SE, PWD N.H, South circle, Central circle and North circle
4. The SE, PWD (R&B) South circle, Central circle and North circle
5. The SE, PWD (B&LW), South circle, Central circle and North circle
6. The SE, Irrigation, South circle, Central circle and North circle
7. The SE, Minor Irrigation, South circle, Central circle and North circle.
8. The Director, Kerala State Transport Project (KSTP) Killippalam Karamana P.O
9. The Director, Kerala Sustainable Urban Development Corporation (KSUDP)
10. The SE, LSGD South Circle, North Circle

They are requested to withhold payments if any due to the above contractor so as to recover the risk and cost liability from the contractor.

Copy to: The Accountant General (Audit), Thirrsur

Executive Engineer, Programme Implementation Unit, District Panchayat Palakkad He is requested to take final measurement under intimation to the contractor by registered letter and prepared the schedule of the balance work and submit the same with in 14 days without fail. He will close the account with this contractor and with hold payments if any due.

To the Assistant Executive Engineer, PIU, Palakkad for information and Necessary action.

The Accredited Engineer Chitur Block for immediate follow up action.

To the Empowered Officer, KSRRDA/GM for information

To Financial controller for taking necessary action to forfeit the security deposit, performance security etc