PROCEEDINGS OF THE PROJECT DIRECTOR PROJECT MANAGEMENT UNIT, REBUILD KERALA INITIATIVE LOCAL SELF GOVERNMENT DEPARTMENT, THIRUVANANTHAPURAM

Present: Vishnukumar G

Sub: Rebuild Kerala Initiative – Rebuild Kerala Initiative – Reconstruction of Chillukarankunnu road in Punnayoorkulam GP in Guruvayoor LAC, Thrissur including maintenance for five years after construction – Terminated with risk and cost of contractor – Reg.

- Read: 1. Agreement No. 64/2021-22/PMULSGD, Dt. 28/07/2021
 - 2. Letter No: E-14/2021/PIUTCR/w24 dated 27-07-2022.
 - 3. Letter No: A1-161/PMULSGD/20 dated 20-06-2022, 02-08-2022.

Order No: A1-161/PMULSGD/20 Dated: 27/08/2022

The work "Rebuild Kerala Initiative – Reconstruction of Chillukarankunnu road in Punnayoorkulam GP in Guruvayoor LAC, Thrissur including maintenance for five years after construction" was awarded to Sri. Anoop P, Pakkath House, Alanallur P O, Mannarkkad via Palakkad DTS and agreement for the work executed vide reference 1st cited above with a time of completion of 5 months. As per reference (2) The Executive Engineer, PIU RKI Thrissur has reported that the contractor did not turn up to start the work even after repeated intimations. The Executive Engineer has recommended to rearrange the work at the risk and cost of the contractor.

The contractor was served with letters vide reference 3rd cited which has not been responded by the contractor so far. Summarily, the act of reluctance of contractor Sri. Anoop P has caused hardships, administrative delay in disseminating intended services to people and additional administrative expenses to the Government. Therefore under power delegated to The Project Director as per Standard bid document which form part of agreement as per reference cited 1st, 1, Vishnukumar

G, Project Director, PMU RKI LSGD for and on behalf of Government of Kerala hereby

- Rescind the contract as aforesaid on which rescission, the performance guarantee and additional performance guarantee of the work stands absolutely forfeited to Government.
- b) The contractor has to remit the employer's additional cost for completing the work i.e., 10% of contract value as per clause 15.6 of standard bid document. The amount comes to Rs. 6,75,442/- which should be remitted to this office within 30 days from the date of this order.
- c) He is also banned for a period of five years from participating in tenders invited from this unit viz. Project Management Unit, Rebuild Kerala Initiative, LSGD.

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.

То

Sri. Anoop P Pakkath House, Alanallur P O

Mannarkkad via Palakkad DTS

Project Director

Copy to

Additional Chief Secretary to Government, LSGD for favour of information

Chief Executive Officer, Rebuild Kerala Initiative for favour of information

Chief Engineer, PWD (Building) for favour of information

Chief Engineer, PWD (R&B) for favour of information

Chief Engineer, Irrigation for favour of information

Chief Engineer, LID & EW, Thiruvananthapuram for favour of information Chief Engineer, KSRRDA, Thiruvananthapuram for favour of information

The Director, Kerala State Transport Project (KSTP)

Superintending Engineer, Irrigation, South circle, Central circle and North circle

Superintending Engineer, Minor Irrigation, South circle, Central circle and North circle

Superintending Engineer, PWD N H, South circle, Central circle and North circle

Superintending Engineer, PWD (R&B), South circle, Central circle and North circle

Superintending Engineer, PWD (Buildings), South circle, Central circle and North circle

Superintending Engineer, LID & EW, South circle and North circle Superintending Engineer, Siruvani Project Circle, Palakkad

Copy to: The Executive Engineer, PIU RKI LSGD for information and necessary action

The Assistant Executive Engineer, PIU RKI LSGD for information and necessary action

The Assistant Engineer, PIU RKI LSGD for information and necessary action

To: Finance officer for taking necessary action to forfeit the performance guarantee, additional performance guarantee etc.