

परिशिष्ट - 1

Office of The Executive Engineer, Public Works Department,  
(B & R) Division, Bhind Dist- Bhind (M.P.)

Date: 4/05/2017

No 2149 /Ar /Bhind no-1/17-18

To  
M/s Mool Chand Jain,  
Govt. Contractor, Baradari Chauraha  
Morar, Gandhi Road, Gwalior (M.P.)  
Sub: - Construction of Kita Gate to Lohar Chungi Chauraha Road length 1.30 km under Bhind  
Division (Agreement No- 14/2016-17)

SPEED  
POST

- Ref:- (1) Agreement no- 14/2016-17
- (2) Work order no-3908/SAC/ dt- 30/06/2015
- (3) This office Letter No. 1771-72/Ar./Bhind-1/17-18 dated 20-04-2017
- (4) This office Letter No. 304-05/Ar./Bhind-1/16-17 dated 01-03-2017
- (5) This office Letter No. 7549-30/Ar./Bhind-1/16-17 dated 24-12-2016
- (6) This office Letter No. 7132-34/Ar./Bhind-1/16-17 dated 28-11-2016

Dear Sir,

Whereas under clause 9 of the aforesaid agreement the Engineer-in-charge shall have powers to take action under one or more of the sub clauses 3(C) in the event of delay and suspension in the execution of the aforesaid work by the contractor so that in the opinion of the Engineer-in-charge (which shall be final and binding), the contractor have already failed to complete the work by the stipulated date of completion of the aforesaid work and as per opinion of the undersigned, the Engineer-in-charge (which is final and binding), you have already failed to complete the work by the stipulated date of completion and whereas you were served with a show-cause notice in this regard vide this office Letter No- 1771-72/Ar./Bhind-1/17-18 dated 20-04-2017, which have not been replied to the satisfaction of the Engineer-in-charge by the date specified in the show cause notice, you have also performed breach of contract as per clause 22.2(h) of the GCC and contract data of the contract, therefore, under the powers delegated to me under sub-clause 25, 27.1 to 27.3 and 28.1, I.P.K. Jain, Executive Engineer, the Engineer-in-charge for the aforesaid work under the aforesaid agreement, for and on behalf of the Governor of Madhya Pradesh, hereby terminate your aforesaid contract to complete the same by another agency and as per condition clause 28.1 of the agreement penalty will be recovered by you as indicated in contract data of the agreement. If the balance work is carried out at lower rates, you shall not be entitled for any refund on this account. Saving if any, shall go to the Government.

You are also hereby served with notice to the effect that the work executed by you will be measured up on dated 31/05/2017 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 result of measurement will be final and will be binding on you.

This is without prejudice to Government's right to take action under any other clauses or sub-clauses of the agreement and to realize Government dues and losses and damages whatsoever under such clauses or sub-clauses of the agreement.

End- Nil

Yours faithfully,  
[Signature]  
[Name]  
[Designation]

विवरण संख्या प्रश्न सं. 359 द्वारा जी. न. से प्रसिद्ध किया जा रहा है

End No 2150 /Ar. Bhind no-1 /17-18

Date 6/ 05 /2017

Copy is forwarded to:-

- (1) Chief Engineer, PWD, west zone, Gwalior, for information.
- (2) Superintending Engineer, PWD, Gwalior Circle, Gwalior for information.
- (3) Assistant Engineer, PWD Sub-Division Bhind No-1 for information. Please arrange to record final measurement, if any, on dated 31/05/2017 and send the incomplete final bill, if any, and schedule of the balance work.

*(Signature)*  
Executive Engineer  
PWD, (B&R) Division, Bhind