

ਮਤਾ ਨੰ:205

**Subject:-** Construction of Govt. School at Burlton park, Jalandhar.

ਪੜਿਆ ਨੋਟ ਨਿਗਰਾਨ ਇੰਜੀਨੀਅਰ (ਬੀ ਐਂਡ ਆਰ) ਕਿਕ The mentioned work was allotted to M/S Bhagwat Engineers & Contractors vide work order number CE/N/94 dated 24.12.2020. Time allotted for this was 9 months which was extended till 22.08.2022 vide CC orders. Two notices were issued letter number CE/J/646 dated 27.08.2021 and CE/J/68 dated 29.11.2021 attached here-with. Third notice was issued to the contractor vide letter number CE/N/775 dated 15.9.2023 for completing the rest of the work but no positive response was received from contractor. His response to third notice is attached herewith. Fourth notice for imposition of liquidated damages worth Rs 13,64,023 and issuing show cause to contractor for a time period of 14 days that why termination proceedings should not be initiated against firm with additional levy of breach of contract charges as per clause 56 of the Standard Bidding document was issued to contractor vide letter number CE/N/852 dated 19/03/2024 as the contractor has stopped the work for consecutively 28 days which form breach of contract as per clause 55.2(d) of the Standard Bidding document.

Contractor has not replied to show cause notice due to which termination proceedings are recommended to be initiated as per clause 56.1 of the Standard Bidding document which is; If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less 5% of the contract value towards compensation for the breach of contract. The total amount of liquidated damages and compensation for breach of contract shall, however, be limited to 7.5% of the contract value or the amount available with the Engineer (in the shape of retention money, performance security and due amount of work done if any), whichever is less. The requisite amount for which the Contractor may become liable shall be realized by encashing the performance security furnished by the Contractor and/or from other amounts due to the Contractor in respect of this work. Thus, the payment to be recovered equals Rs 2,72,80,452X7.5%= Rs 20,46,034.

The case is forwarded for terminating the contract along with imposition of Rs 20,64,034 as breach of contract charges and liquidated damages as per above. ਕਮਿਸ਼ਨਰ ਜੀ ਨੇ ਸਹਿਮਤੀ ਹਸਤਾਖਰ ਕੀਤੇ ਹਨ । ਇੱਥੇ ਇਹ ਵਰਨਣ ਯੋਗ ਹੈ ਕਿ ਸਥਾਨਕ ਸਰਕਾਰ ਵਿਭਾਗ, ਪੰਜਾਬ, ਚੰਡੀਗੜ੍ਹ ਦੇ ਨੋਟੀਫੀਕੇਸ਼ਨ ਨੰ: 02.01.2023-5LG1/68 ਮਿਤੀ 25-01-2023 ਰਾਹੀਂ ਨਗਰ ਨਿਗਮ ਹਾਊਸ ਦੀ ਮਿਆਦ ਮਿਤੀ 24.1.2023 ਨੂੰ ਖਤਮ ਹੋਣ ਉਪਰੰਤ ਪੰਜਾਬ ਮਿਊਂਸਪਲ ਕਾਰਪੋਰੇਸ਼ਨ ਐਕਟ-1976 ਦੀ ਧਾਰਾ 407-ਏ ਉਪ-ਧਾਰਾ-1 ਤਹਿਤ ਨਗਰ ਨਿਗਮ ਹਾਊਸ ਦੀਆਂ ਉਕਤ ਐਕਟ ਵਿੱਚ ਦਰਜ ਸਾਰੀਆਂ ਸ਼ਕਤੀਆਂ ਨੂੰ ਇਸਤੇਮਾਲ ਕਰਨ ਲਈ ਕਮਿਸ਼ਨਰ, ਨਗਰ ਨਿਗਮ ਨੂੰ ਬਤੌਰ ਐਡਮਿਨਿਸਟਰੇਟਰ ਨਿਯੁਕਤ ਕੀਤਾ ਹੈ। ਤਜਵੀਜ਼ ਮਾਨਯੋਗ ਐਡਮਿਨਿਸਟਰੇਟਰ ਜੀ ਦੀ ਪ੍ਰਵਾਨਗੀ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ ।

ਫੈਸਲਾ:

ਪ੍ਰਵਾਨ ਹੈ ।

ਸਹੀ/—ਗੌਤਮ ਜੈਨ, ਆਈ.ਏ.ਐਸ.

ਐਡਮਿਨਿਸਟਰੇਟਰ,

ਨਗਰ ਨਿਗਮ ਜਲੰਧਰ

26.6.2024