



File Copy

Ref. No.: MCL/GM/BA/E&M/2024-25/116

Date: 14/5/2024

To  
M/S AJU & COMPANY  
RATANSARA, RATANPUR, GOPALPUR,  
SUNDERGARH, ODISHA- 770024,  
MOB: - 9937284836.

**Subject:** Banning/Debarring from participating in future tenders of MCL for a period of one year.

- Ref. Nos.:
1. Termination Notesheet no.: MCL/GM/BA/E&M/2023-24/1030 dtd. 01.02.2024.
  2. W.O. No.: MCL/GM/BA/E&M/VWO/2022-23/85 dated. 18.10.2022.
  3. Incident No.: 1787554 dtd. 08.01.2024.
  4. GeM Bid I'd.: GEM/2022/B/2419673.
  5. GEMC-511687713446511 dated. 08.10.2022.

Dear Sir,

The above mentioned contract has been awarded to you vide GEMC-511687713446511 dated. 08.10.2022 for the deployment of two nos. of vehicles at Kulda OCP, Basundhara Area. One out of the two vehicles bearing regd. no. OD16H 7729 was deployed by you vide work order no. MCL/GM/BA/E&M/VWO/2022-23/85 dated. 18.10.2022 at Kulda OCP Basundhara Area for the engagement period from 19.10.2022 to 18.10.2024. The vehicle is not turning up to the duty since 01.01.2024 as per the letter issued by Project Engineer (E&M), Kulda OCP on dtd. 08.01.2024. So, an Incident vide no. 1787554 was raised against you on dtd. 08.01.2024, to justify the reason for non-deployment of the vehicle and advised you to deploy the vehicle at the earliest. A letter vide no. MCL/GM/BA/E&M/2023-24/954 dated. 09.01.2024 was also issued to you to deploy the vehicle within 15 days of issue of the letter.

You have neither replied to the Incident nor deployed the vehicle since then. So on dtd. 25.01.2024, the Incident was escalated to GeM authorities and a Show Cause Notice was issued to you. You have neither replied to the letter nor responded to the Show Cause Notice. So on dated. 01.02.2024, the work for deployment of the vehicle bearing regd. no. OD16H7729 was cancelled and the contract placed vide GEMC-511687713446511 dated. 08.10.2022 was partially terminated vide notesheet no. MCL/GM/BA/E&M/2023-24/1030 dtd. 01.02.2024, with the approval of the competent authority.

**As per "Service Level Agreement for Monthly Basis Cab & Taxi Hiring Services" clause no.: 11(2):-**

**Breach of contractual obligations:** Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

**As per "Terms & Conditions" Clause no. (2): Buyer Added Bid Specific Terms and Conditions sub clause no.: (2.3):-**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the seller, if:

(i) The Seller fails to comply with any material term of the Contract.

**General Terms and Conditions on GeM 4.0 (Version 1.12) dated. 16.08.2023.**

**Clause: (7) Performance Security and Performance - sub clause (ii):** If the seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**Clause: 19. Termination for Default:** If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

14/5/24



**MCL**

**Terms and Conditions part of bid document: Clause no. 48 (C),**

On cancellation of the contract or or on termination of the contract, the Engineer\_In-Charge shall have powers: The contractor whose contract is terminated shall not be allowed to participate in future bidding in MCL for period of minimum twelve months.

In view of the above and as per above mentioned clauses, following penal actions are hereby imposed on you:

1. Termination of the vehicle bearing regd. no.OD16H7729 and partial cancellation of the contract placed vide GMC-511687713446511 dated. 08.10.2022.
2. Partial forfeiture of Performance Security Deposit submitted in this contract.
3. Debarment from participating in future tenders of MCL for a period of one year from the date of issue of this letter vide FD No.: FD/MCL/SBP/2024-25/REV/D-04/APPROVAL FOR BANNING OF BIDDER FOR A PERIOD OF 01 YEAR/BASUNDHARA AREA/Dt.04.04.2024.

This issues with the approval of the Competent Authority.

Thanking You,

Yours faithfully,

Staff Officer (E&M),  
Basundhara Area

14/05/24

**Copy to :-**

1. GM(E&M), MCL, HQ, Burla.
2. GM, Basundhara Area.
3. AFM, Basundhara Area .
4. SO(E&M)-Jagannath/Bharatpur/Talcher/Lingraj/CWS(T)/CWS(IBV)/NSCH-Talcher/Kaniha/Hingula/IBV/Lakhanpur/Orient/Mahalaxmi- for taking necessary action.
5. TC Member: SO(Min), Basundhara Area; TC Member(Fin), Basundhara Area.
6. Project Manager (e-procurement cell) , HQ , MCL.
7. Office copy.