



WESTERN COALFIELDS LIMITED
OFFICE OF THE AREA GENERAL MANAGER
WANI AREA, URJAGRAM, TADALI
DT-CHANDRAPUR, (M.S) 442406
GST No:27AAACW1578L1ZW

email: soenmwaniarea@gmail.com

E&M: Department

Ref: WCL/WA/AGM/E&M/2024-25/500

Ph. 07172 - 237021-24

date: 08.11.2024

Through Mail

To,

M/s Gudiya Tours and Travels

Ward no.01, Samata Nagar, Urjanagar, Chandrapur-442404(MS)

Contact no: 7387317357

PAN no: FAPPD6520J & GST No: 27FAPPD6520J1ZG

Mail id: dwivedideepu31@gmail.com

ORDER OF CANCELLATION OF AWARD OF WORK, DEBARMENT & RECOVERY OF LOSS/DAMAGE

Sub: **Cancellation of contract, recovery of loss/damage and debarment of you i.e. M/s Gudiya Tours and Travels** against the work of "Hiring of One no. Light Motor Vehicle like Tata sumo / bolero or any equivalent vehicle (Minimum 6+1 seater) with taxi permit on 24 Hrs basis, 100 KM per day average running for the period of two years (682 working Days) with three (03) drivers for use at Mungoli OCM , Wani Area for Non availability of hired vehicle bearing reg. no. MH34BZ-3105 at Mungoli OCM"

Ref:-

- (1) NIT No. wa4350-enm-111/2022-23 Dt. 28.03.2023
- (2) GeM Bid no. GEM/2023/B/3312778 date 28.03.2023
- (3) LOA no. WCL/WA/AGM/E&M/2023-24/264 dated 02.07.2023
- (4) WO. no. WCL/WA/AGM/E&M/2023-24/486 dated 09.09.2023
- (5) Agreement No. WCL/WA/AGM/E&M/2023-24/623 dated 27.10.2023
- (6) Show Cause Notice: WCL/WA/AGM/E&M/2024-25/154 dt. 04.06.2024
- (7) Personal Hearing: WCL/WA/AGM/E&M/2024-25/204 dt. 25.06.2024

Whereas, in response to the aforesaid NIT, you submitted your offer which was accepted by the Management of WCL, Wani Area, as you were L-1 bidder and the Letter of Acceptance dated 02.07.2023 as referred above was issued to you awarding the subject mentioned work.

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Accordingly, vehicle bearing registration no.-MH-34-BZ-3105 was deployed by you w.e.f. 24.07.2023. The period of contract is two years i.e. 682 working days (341 working days in a year).

And whereas, the Work Order dated 09.09.2023 as referred above was issued to you and an agreement was entered into on 27.10.2023 vide Agreement no.-WCL/WA/AGM/E&M/2023-24/623 between you and the management of WCL, Wani Area.

And whereas, the deployed vehicle has been completely unavailable since May 7th, 2024 without any intimation to the officer-in-charge.

The following letters have been issued to you by WCL from time to time for deploying the said vehicle at the earliest in addition to repeated verbal advice and persuasions.

1. WCL/Wani/Mungoli/Civil/2024-25/29 dated 09.05.2024
2. WCL/Wani/Mungoli/Civil/2024-25/32 dated 10.05.2024
3. WCL/WA/SAM/E&M/MSA/2024-25/57 dated 12.05.2024
4. WCL/WA/SAM/E&M/MSA/2024-25/69 dated 20.05.2024
5. WCL/WA/SAM/E&M/MSA/2024-25/78 dated 24.05.2024

However, no reply/response was given from your side against the above mentioned letters.

A Show Cause Notice (reference no. WCL/WA/AGM/E&M/2024-25/154 dt. 04.06.2024), was issued to you but you have neither responded nor deployed the hired vehicle.

And whereas, an opportunity of personal hearing was given to you vide letter referred above, wherein you were advised to attend the personal hearing in the Office of Area Finance Manager, Wani Area on July 2nd, 2024. However, on the scheduled date, neither you nor your representative attended the hearing.

Sufficient opportunity was afforded to you but you have neither responded to the show cause notice dated 04.06.2024 nor attended the personal hearing dated 02.07.2024, therefore management is constrained to proceed ex-parte against you presuming that you have nothing to say in this matter and you accept all the allegations in totality.

The vehicle is not available since May 7th, 2024. Given the critical nature of the services for our operations, any disruption has a direct impact on our productivity and the overall functioning of the organization. Due to non-availability of the vehicle it has become very difficult to monitor/execute various day to day works on timely basis and as a result many works are suffering. Your failure to ensure the availability of the hired vehicle service as stipulated in the LOA raises serious concerns about your commitment to meeting contractual obligations.



The relevant clauses of General Terms & Conditions of Contract of NIT are as under:-

Quote:

Clause 9 of NIT: Termination, Suspension, Cancellation & Foreclosure of Contract:

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

Or

commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

9.2. On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:

b) In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of clause 6.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the

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employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 17 of NIT: Banning of Business:

2. The contracting entity may be banned in the following circumstances:-

(iv) In case of failure to execute the work as per mutually agreed work schedule.

(v) Continued and repeated failure to meet contractual Obligations:

a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.

b. On termination of contract.

(xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for WCL for the tenders invited at Area/Subsidiary level.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/ proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/ Proprietor/ Partner/ Director make/ form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

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6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

Unquote.

In view of the above and after having considered all the facts and circumstances in the instant case, it is concluded that there has been total failure on your part to improve your performance. Hence, the management has taken the following decision which shall come into force immediately without any further notice/intimation:-

1. Cancellation of the work awarded to you i.e. M/s Gudiya Tours & Travels vide LOA no. WCL/WA/AGM/E&M/2023-24/264 dated 02.07.2023 as per Clause No. 9(a) of Terms & Conditions of NIT.
2. To recover 20% of value of incomplete work amounting to Rs. 1,43,244/- as per Clause No. 9.2.b of General Terms & Conditions of NIT.
3. Debarment of you i.e. M/s Gudiya Tours & Travels along with your directors/partners from participating in future tenders of WCL for a period of 1 year either in individual capacity or as a partner in partnership/JV firm as per Clause No. 17 of Terms & Conditions of NIT.

This issues with approval of the Competent Authority.


Staff officer (E&M)
Wani Area

Distribution: -

- 1) TS to D(P),WCL,HQ, Nagpur
- 2) TS to D(Op),WCL,HQ, Nagpur
- 3) TS to D(P&P),WCL,HQ, Nagpur
- 4) General Manager(Vig), WCL,HQ, Nagpur
- 5) General Manager(E&M)/HOD,WCL,HQ, Nagpur

Copy to:-

1. Area General Manager, Wani Area.
2. Area Finance Manager, Wani Area.
3. Chief Manager (System)/Nodal Officer of e-tendering portal, WCL HQ, Nagpur.
4. Area General Manager, All Area of WCL
5. Staff Officer (E&M), All Area of WCL.
6. Concerned tender file.
7. Office copy.