



वेस्टर्नकोलफील्ड्सलिमिटेड/Western Coalfields Limited

मिनिरात्र कम्पनी(A Miniratna Company)

कोल इंडिया लिमिटेड की अनुषंगी कम्पनी(A Subsidiary of Coal India Limited)

CIN-U10100MH1975GOI018626



भारत सरकार  
ONE EARTH - ONE FAMILY - ONE FUTURE

क्षेत्रीय महाप्रबन्धक का कार्यालय, चन्द्रपुर क्षेत्र ,

पता: वेकोलि, चंद्रपुर क्षेत्र, पीओ: बाबूपेठ, जिला: चंद्रपुर, एमएस, पिन: 442403

Office of Area General Manager, Chandrapur Area

Address: WCL, Chandrapur Area, PO: Babupeth, Dist: Chandrapur, MS, PIN:442403

Fax:07172-255287, Phone: 07172-253322-25

Email: agmchandrapur.wcl@coalindia.in

सन्दर्भ सं: वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/ 6004

दिनांक - 08/11/2024

प्रति,

मेसर्स जगन्नाथ टूर एंड ट्रेवल्स

मकान नंबर 207, वार्ड नंबर 2,

नीलापुर में, पीओ. भल्लार,

तह. वानी, जिला. यवतमाल - 445304.

M/s. Jagannath Tours & Travels

House No.207, Ward No.2

At Nilapur, PO. Bhallar,

Tah. Wani, Dist. Yavatmal - 445304.

Email - thakreritesh557@gmail.com

PAN: BJSPT8260M & GSTN: 27BJSPT8260M1Z3

Mobile No. 09850327660

(अनुबंध रद्द करना और समाप्त करना)

**(Cancellation & termination of contract)**

Subject: Cancellation and termination of GEM-Contract/LOA/Work Order/Agreement of M/s. Jagannath Tours & Travels, Wani, Yavatmal as per NIT.

- Ref No.: 1. Tender Notice (**wcl-ch3150-enm-0083-2022-23**) No. वेकोलि/चंद्रपुर/क्षे.म.प्र/ वि एवं यां/ 2022-23/0083 Dtd. 24.03.2023, GEM ID No: GEM/2023/B/3299848  
2. Bid opened on dated 06.04.2023.  
3. GeM Contract No. : GEMC- 511687739038748 Date: 08.06.2023.  
4. LOA issued vide: वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/1625 दिनांक 12.06.2023.  
5. Work order issued vide: वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/3183 दिनांक 20.08.2023.  
6. DOCM Letter no. 997 दिनांक 11/13.06.2024.  
7. Letter ref. no. वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2005 दिनांक 16/17.06.2024.  
8. Notice no. वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2310 दिनांक 29.06.2024.  
9. Hearing letter ref. no. वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2770 दिनांक 16.07.2024.

Dear Sir,

This is with reference to the awarded GeM Contract/ work order as per NIT for the work of Hiring of 02 Nos. Tata sumo or equivalent vehicle for 12 Hrs per day with provision of One driver with intermittent rest, Avg. run of 100 km/day against Survey off vehicle no. MH34-C8160 for mining Pool, DOCM & MH34-F1191 for Excavation Dept., DOCM, DSA, Chandrapur Area against the above GeM-tender and your GeM-offer.

You have withdrawn both hired vehicle nos. MH29-BE6659 (Mining Dept) and MH29-BE6657 (Excav Dept) without information to concerned authority since 08.06.2024. Hence, the SAM, DSA had issued letter to the contractor vide ref. no. 997 dated 11/13.06.2024 (Copy of letter issued by SAM, DSA, enclosed herewith). Accordingly, following letters and Notice have been issued through Email and by post to the contractor.

- वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2005 दिनांक: 16/17.06.2024 (Letter)
- वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2310 दिनांक: 29.06.2024 (One Month Notice)
- वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2770 दिनांक: 16.07.2024 (Hearing Letter)

Sony

In-spite of notice and verbal communication, services of the vehicles was not provided, due to which production and safety affects the day to day activities of mines.

Your firm had not responded for the above related issues against the Notice no. वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/2310 दिनांक 29.06.2024 and also your firm did not show any interest to rectify the problem.

As per GeM Contract/ NIT, the clauses for the failure on your part are as follows:

**1. Penalty: ( GeM Contract Clause 9)**

1.1 In case the contractor fails to provide a vehicle for a particular period(s)/runs the vehicle without valid RTO permit, RTO Registration, Comprehensive Insurance of vehicle, valid driver license and Fitness Certificate, he will not get the hiring charges for that period and additional penalty of Hiring charges on hourly basis (pro rata on daily hiring charges) will be deducted from his bill for the period of absence from duties.

1.2 In the event of the contractor failing to provide the vehicle(s) on time and the company going in for hiring of another vehicle(s) from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the contractor under the hiring contract, will be deducted from the bill(s) submitted by the contractor. But if such expenses incurred by the department are less, the difference shall not be paid to the contractor. This will be in addition to penalty deducted under clause (a) above.

1.3 If the Company suffers any loss on account of damage to its property, due to any failure on the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractor's bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

**2. Termination of Contract as per NIT (GeM contract clause: 16):** (a) In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month's advance notice.

**3. Banning Business (General Terms and condition of NIT Clause: 17 (2(iv))** The contracting entity may be banned in the circumstances:- In case of failure to execute the work as per mutually agreed work schedule as per NIT. Clause 17(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.

**4. Bidder instruction of NIT Clause :**

14.5 The Bid Security/Earnest Money may be forfeited:

- if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; or
- in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - sign the Agreement; or
  - furnish the required Performance Security/ Security Deposit.

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest

**5. The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following notification of award along with the letter of Acceptance and / or Work Order issued by department. In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures as per clause 14.5 of Instruction to bidder (ITB) shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.**



All the above terms and conditions as per GeM contract / NIT are violated on your part.

In-view of above, following action is being taken by the Management:

1. Cancellation and termination of GeM Portal contract GeMC-511687739038748 Date 08.06.2023 and LOA vide no. वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/1625 दिनांक: 12.06.2023 & Work Order issued vide: वेकोलि/चंद्रपुर/क्षे.म.प्र/वि एवं यां/3183 दिनांक 20.08.2023 for Rs.33,50,000/- to your firm M/s. Jagannath Tours & Travels, Wani, Yavatmal for the work of "Hiring of 02 Nos. Tata sumo or equivalent vehicle for 12 Hrs per day with provision of one driver with intermittent rest, Avg. run of 100 km/day against Survey off vehicle nos. MH34-C8160 for Mining Pool, DOCM & MH34-F1191 for Excavation Dept., DOCM, DSA, Chandrapur Area".
2. Performance Security (i.e., 3% of work awarded value) - Rs.1,00,700/- had been deposited by your firm M/s Jagannath Tours & Travels, Wani, Yavatmal in the form of bid security against LOA is hereby forfeited as per NIT.

This issue with the approval of Competent Authority.

भवदीय

*Sunny*  
18/11/24

अमला अधिकारी (वि एवं यां)

चंद्रपुर क्षेत्र, वेकोलि

प्रतिलिपि:

Copy To:

1. Director (Technical), WCL, Headquarters Nagpur: For details please.
2. Director (P&P), WCL, Headquarters Nagpur: For details please.
3. General Manager (Vigilance), WCL Headquarters, Nagpur: For details please.
4. General Manager (E&M)/HOD, WCL Headquarters, Nagpur: For details kindly.
5. General Manager (Systems), WCL, Headquarters Nagpur.
6. Chief Manager (System) / Nodal Officer of E-Tender Portal, WCL Headquarters, Nagpur (for necessary action).
7. Area General Manager, Chandrapur Area: For details please.
8. Area General Manager, WCL All Area.
9. Head of Department (Legal), WCL Headquarters, Nagpur.
10. General Manager (Operation), Chandrapur Area.
11. Area Personnel Manager, Chandrapur Area.
12. Area Finance Manager, Chandrapur Area.
13. Sub Area Manager, DSA/PSA/HLSA/RSA.
14. Staff Officer (E&M), WCL All Area.
15. Sub Area Engineer (E&M), DSA/PSA/HLSA/RSA.
16. Office File.