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भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

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क्षेत्रीय कार्यालय : हरियाणा, बें नं 29 - 32, सेक्टर 4, पंचकुला - 134112
Regional Office: Haryana, Bay No. 29 - 32, Sector 4, Panchkula 134112

S&C/13/HTC/Kurukshetra RH Kurukshetra/May-22 | 2050

Dated: 22.09.2022

06/10
Registered/A.D.

ORDER

FCI RO Panchkula, Haryana has invited tenders for appointment of HTC contracts for various centres of Kurukshetra Division in tender enquiry dated 18.05.2022 wherein Shri Sandeep Rana S/o Sh.Partap Singh Rana House No 603/9, Patel Nagar has participated in the tender enquiry dated 18.05.2022 under the category of MSME for appointment of regular Handling and Transport Contract (HTC) Kurukshetra (RH Kurukshetra) under Divisional office Kurukshetra. After finalization of technical bid, price bid was opened and Shri Sandeep Rana was found L1 bidder and accordingly he was accepted by the Competent Authority as regular Handling and Transport Contractor (HTC) at Kurukshetra (RH Kurukshetra) vide this office letter no. S&C/13/HTC/Kurukshetra RH Kurukshetra /May-22 /1845 dated 18.08.2022 for a period of two years.

Accordingly, as per the MTF Sh. Sandeep Rana has to furnish security deposit of Rs.12,65,000/- and an unconditional bank guarantee of Rs.25,30,000/- (Annexure-IV) at Divisional Office Kurukshetra within 15 working days from the date of award letter issued and, in this case, 05-09-2022 is the last date of deposit of above-mentioned amount. Meanwhile, Divisional Office Kurukshetra vide email dated 31.08.2022 and 06.09.2022 informed that Sh.Sandeep Rana has neither deposited the security amount nor the bank guarantee. After this an SCN dated 07-09-2022 was issued to Sh.Sandeep Rana and providing him an opportunity to submit his reply within 7 days from the date of issuance of this notice as to why necessary action under clause 7(iv) of MTF should not be initiated against him and why HTC contract at Kurukshetra (RH Kurukshetra) awarded to him should not be terminated at his risk & cost and differential amount so arise in making Risk & Cost should be recovered from him. Further in reference to SCN dated 07-09-2022 served, no reply from Sh.Sandeep Rana has been received till date when considerable time has already elapsed which indicates that he has nothing to say in this matter.

As per MTF clause 7(iv) "In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit under clause 7(i) a by the due date or requisite Security Deposit in the form of Bank Guarantee under 7(i)b & 7(i) c including extension period(applicable to submission of BG only), his contract shall be summarily terminated besides forfeiture of Earnest Money and the corporation shall proceed for appointment another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of Three years. After the completion of prescribed period of Three years, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues

have been effected by the Corporation and there is no dispute pending with the contractor/party."

Thus, the act of Sh.Sandeep Rana is in violation of aforementioned provision of MTF and invited appropriate action as contained therein. This has resulted in wastage of time and resources of the corporation. Keeping in view the facts and circumstances of the case as narrated above, justice would be met by debarring the bidder from participating in any other tender enquiry with FCI for a period of three years.

Therefore, in exercise of power conferred as per clause 7(iv) of general information to tenderers of MTF, without prejudice to any other rights and remedies of the corporation under the contract and law, Shri Sandeep Rana S/o Sh.Partap Singh Rana is hereby debarred from participating in any other tender enquiry with FCI for a period of three years from the date of issue of this order.

(Amit Bhushan)
General Manager (R)

To,

Shri Sandeep Rana,
House No 603/6,
Patel Nagar, Kurukshetra,
Haryana.

Copy to:-

1. The Area Manager, F.C.I., Divisional Office, Karnal, Rohtak, Hisar, Faridabad & Kurukshetra for information and necessary action.
2. The General Manager (R), F.C.I., Regional Office, Punjab(Chandigarh), U.P.(Lucknow), Rajasthan (Jaipur), Uttrakhand (Dehradun), Delhi, J&K(Jammu), H.P.(Shimla) for kind information and necessary action.
3. The Executive Director (Zone), F.C.I., Zonal Office, North (Noida), South(Chennai), East (Kolkata), West (Mumbai), N.E.F.(Guwahati) for kind information and necessary action.
4. The General Manager (S&C), F.C.I. Hqrs., New Delhi.
5. The Director General, Food & Supplies, Govt. of Haryana, Chandigarh.
6. The Managing Director, HAIC, Sector 4, Panchkula.
7. The Managing Director, Hafed, Sector 5, Panchkula.
8. The Managing Director, HWC, Sector 2, Panchkula.
9. The Regional Manager, CWC, Sector 31, Chandigarh
10. The Asstt. General Manager (Accounts), FCI local.
11. The Asstt. General Manager (Computer) local with the request to display the above communication on the website of F.C.I. as per direction of Zonal Office (N).
12. Guard File for Black listing parties.

General Manager (R)