

खार खाद्य निगम
Grams : KHADYANIGAM
फ़ैक्स न : 0172-2566496
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भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

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

S&C/13/HTC/Taraori RH Taraori/May-22 | 1936

Dated: 05.09.2022

Registered/A.D.

ORDER

Whereas FCI RO Panchkula, Haryana has invited tenders for appointment of HTC contracts for various centres of Karnal Division in tender enquiry dated 17/18.05.2022 wherein Shri Sandeep Rana has been participated in the category of MSME for appointment of regular Handling and Transport Contract (HTC) Taraori RH Taraori under Divisional office Karnal.

Whereas Shri Sandeep Rana has been found technically qualified for the said tender was accepted by the Competent Authority after concurrence by regional finance division and was appointed as regular Handling and Transport Contract (HTC) at Taraori RH Taraori Centre vide this office letter no. S&C/13/HTC/Taroari RH Taroari/May-22 /1752 dated 27.07.2022 intimating therein award of Handling and Transport Contract for Taraori RH Taroari for a period of two years against Tender Enquiry 17/18.05.2022. It was also advised to furnish security deposit Rs. 26,36,100/- (Contractor can deposit 13,18,050/- as per MTF) along with irrevocable and unconditional bank guarantee of Rs.52,72,200/- along with additional bank guarantee of Rs.52,72,200/- latest by 17.08.2022.

Whereas, DO Karnal vide letter dated 20/22.08.2022 informed that Food Corporation of India, Regional office, Panchkula vide letter No S&C/13/HTC/Taraori RH Taraori/May-2022/1752 dated 27.07.2022 awarded HTC Taraori RH Taraori to Shri Sandeep Rana House No 603/9, Patel Nagar Kurukshetra for two years at rate ASOR 90.96% (Handling and Transport). HTC Contractor has to deposit Rs. 13,18,050/- (50% of Security i.e. Rs. 26,36,100/-) and Bank Guarantee of Rs. 52,72,200/- (Annexure-IV) & Rs. 52,72,200/- (Annexure-V) upto 17.08.2022. But Shri Sandeep

Rana House No. 603/6, Patel Nagar, Kurukshetra has not deposited security amount nor bank guarantees.

Whereas since Shri Sandeep Rana failed to comply with the provisions contained in the MTF/NIT, this office issued a show cause Notice on 23/25.08.2022 to Shri Sandeep Rana and accorded an opportunity to explain as to why the action as per the provisions in the MTF under clause 7(iv) of MTF should not be taken against you as per MTF. But Shri Sandeep Rana has not submitted SCN reply upto 05.09.2022.

As per MTF clause 7 (iv) under the head Security Deposit :- In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of 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.

Whereas the act of Shri Sandeep Rana invites action as per relevant clauses of the MTF. Therefore, in exercise of powers conferred as per clause 7 (iv) of terms and conditions of the MTF, HTC Contract at Taraori RH Taraori of Shri Sandeep Rana is hereby terminated. The tender for HTC Taraori RH Taraori has been applied by Shri Sandeep Rana in the category of MSME for which EMD is exempted. The Corporation shall proceed for appointment of another contractor at your Risk & Cost. 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 is also hereby debarred from participating in any

future tenders for a period of three years as per terms of the MTF. The orders are being passed without any prejudice to the rights of the corporation in view of the documents available on record in accordance with the law.

(Amit Bhushan)
General Manager (R)

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)