

भारतीय खाद्य निगम**क्षेत्रीय कार्यालय**तीसरी मंजिल, हॉका भवन, ऑप। सार्वजनिक उद्यान,
नामपल्ली, हैदराबाद - ५००००४, तेलंगाना**Food Corporation of India
Regional Office**3rd Floor, HACA Bhavan, Opp. Public Gardens,
Nampally, Hyderabad - 500004, TELANGANAEmail / ईमेल : mgrittg.fci@gov.in**Computer Section / कंप्यूटर अनुभाग**

Phone / फ़ोन : 040-23422347

TERMINATION LETTER

To

MIIT Softwares,
OFFICE NO 2, 3RD FLOOR, MONICA TOWER,
MILAP CHOWK, JALANDHAR CITY,
JALANDHAR, PUNJAB-144001.

Sir,

Sub: Scanning of documents at Food Corporation of India, Regional Office,
Hyderabad-Termination of Contract-Reg.

- Ref: 1. Bid Number: GEM/2022/B/2559741 dated: 20-09-22 of MIIT Softwares.
2. GeM contract No: GEMC-511687719768044; dated: 29.10.2022
3. This office e-mail dated: 31.10.2022
4. This office Ir No: RO/IT/e-office/2022; dated: 04.11.2022 & 19.11.2022

With reference to the subject cited, please refer to this office letter cited at reference 2, wherein it was informed that work order has been awarded for scanning and digitization of files at Food Corporation of India, Regional Office, Hyderabad (in GeM) to M/s MIIT Softwares, Jalandhar, Punjab. Subsequent to reporting at this office for execution of the work, the progress of work was observed to be very poor. Accordingly this office vide email dated 31.10.2022 intimated to improve your performance.

2. However, it was observed that there was no improvement in the performance of the Scanning & Digitization of documents and also that the deployment of manpower and machines were also very much insufficient to carry out the work. Consequently, this office vide letter dated 04.11.2022 issued 1st Notice to provide additional scanners and manpower to meet the daily target of scanning 50,000 to 1,00,000 pages per day as per clause no VII(4) in page no 7 of the General Terms and Conditions of the Contract. Further, you were also informed that the contract would be terminated if you fail to meet the targets.

3. Subsequently it was observed that the progress in your performance continued to be unsatisfactory in reaching those targets as per clause no VII(4) in page no 7 of the contract which were not complied with. Due to your non-compliance with the terms and conditions of the contract, the implementation of e-office project in this office was severely hampered. In consideration of the same, this office issued a notice vide letter dated 19.11.2022 to improve the performance. It was once again informed that on breach of terms & conditions for 3 instances will lead to termination of contract.

4. Even after issue of two notices it was observed that no action was taken by your firm for augmentation of manpower and machines and also for improving the

output. Upto 28.12.2022, a meagre number of 61,397 Pages were scanned by you, whereas total number of pages to be scanned is about 16,00,000 pages. It was also observed that your employees have stopped working on the above said contract from 29.12.2022 onwards resulting in pending of huge amount of work (as per the contract) and severely hampered the implementation of e-office project in Food Corporation of India, Regional Office, Hyderabad. Thus your office is observed to be in non-compliance with the terms and conditions of the contract. Further, as per the Service Level Agreement Terms & Conditions, Clause-“Penalties & Termination”, it is to inform that, you have repeatedly breached the Service level Agreement (SLA) for 3 instances in the entire contractual period. It is informed here that in accordance with the T&C of the contract, FCI has reserved the right to take remedial, corrective and even penal action against the service provider for above said breach and these actions may not be limited up to but inclusive of blacklisting and awarding remaining work on service provider’s risk & cost to other agency.

5. Accordingly , the competent authority of Food Corporation of India, Regional Office, Hyderabad after satisfying himself with all the relevant facts has decided to:

- Terminate the Contract of i.e. M/s. MIIT Softwares, Jalandhar, Punjab as per Clause I (B), point no: 11 and Clause-XI, point no: 2 & 4 of the General Terms & conditions and Clause 6, Point No.2 & 4 of “Penalties & Termination”, Special Terms & Conditions of GeM contract note. Hence, the Contract of Scanning and Digitization awarded to you vide this office contract order no. GEMC-511687719768044, dated: 29.10.2022 is hereby terminated with immediate effect.
- Withhold payment of Rs. 7981.61/- (61397Pages*0.13paise= Rs 7981.61) in respect of M/s “MIIT Softwares, Jalandhar, Punjab”.
- Forfeit S. D. amount of Rs. 46,056/- submitted by M/s “MIIT Softwares, Jalandhar, Punjab” as per clause XII of General Terms & conditions.
- Levy penalty of Rs.319.2/- [i.e. Rs. 7981.61*0.5%*8 weeks (29.10.2022 to 28.12.2022)] for delay as per Clause 6, point no. 2 of “ Penalties and Termination, Special Terms & Conditions of GeM contract

6. It is further informed that this office would be re-floating the tender at the Risk & Cost of your firm for remaining work of Contract as per point no. XII of General Terms & Conditions of the GeM Contract.

//This issues with the approval of Competent Authority//

DGM(IT)

क्रुते महा प्रबंधक)क्षेत्र)/for General Manager (R)

Copy to:

1. **Executive Director (South)**, FCI, ZO(S), Chennai.....
2. **General Manager (IT)**, FCI, Hqrs, New Delhi.....
3. **All GM(Region)**, FCI, Regional Offices..... For kind Information please
4. **DGM (Fin)**, FCI, RO, Hyderabad.....
5. **All DMs**, FCI, Telangana Region.....