



मिनी रत्न
Mini Ratna PSU

सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



CRWC II/CRWCCO/25/2021-COMM/2021-22/1058

Date: 13.09.2022

“without prejudice”

To,
M/s. Lingaraj Supply Agency
Plot No. 954, First Floor, Sriramnagar, Samantarapur,
Bhubaneshwar, Odisha – 751002.
e-mail: lingarajsupplyagency@gmail.com

ORDER ON BLACKLISTING

Ref: (i) Tender No: CRWC-II/CRWCCO/25/2021-COMM/2021-22/270 dt. 06.05.2022.

(ii) Award letter No. CRWC II/CRWCCO/25/2021-COMM/2021-22/753 dt. 21.07.2022.

(iii) Your letters dated 03.08.2022 and 29.08.2022.

(iv) This office letter dt. 04.08.2022 and 16.08.2022.

Sir,

Central Railside Warehouse Company Limited (CRWC), CPSE under Ministry of Consumer Affairs, Food and Public Distribution had invited e-tender No. CRWC-II/CRWCCO/25/2021-COMM/2021-22/270 dt. 06.05.2022- for appointment of service provider for handling rail/road borne cargo at Railside Warehouse Complex Mancheshwar, Odisha.

Whereas, you have participated in the tender and furnished all requisite documents as per eligibility criteria along with the declaration that you agree to abide by all terms and conditions of tender document.

Whereas, as you were selected as L1 bidder and accordingly the said contract was awarded to you vide letter No. CRWC II/CRWCCO/25/2021-COMM/2021-22/753 dt. 21.07.2022.

Whereas, vide award letter dated 21.07.2022, you were asked to take over the work at RWC Mancheshwar w.e.f. 16.08.2022 and submit the security deposit and other documents within 15 days of the date of award letter as per tender terms & conditions.

Whereas, vide letter dated 03.08.2022, you had shown your inability to take over work and asked for cancellation of H&T work awarded.

Whereas, vide this office letter dated 04.08.2022, you were again advised to withdraw request for cancellation of H&T tender at RWC Mancheshwar, Odisha and immediately deposit security amount of Rs. 48,00,000/- (Rupees forty eight lakhs only) and other documents as per the terms of the e-tender.

Whereas, a show cause notice dt. 16.08.2022 was also issued to tell as to why CRWC should not take any action for forfeiting the EMD amount of Rs. 5,00,000/- and further blacklist/debar for participation in future Tender enquiry for the period upto 5 years as per tender terms and conditions.

इस कार्यालय में हिंदी के पत्रों का स्वागत है ।



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Whereas, vide email dt. 22.08.2022 you had requested to allow five more working days to furnish your reply in response to the show cause notice which was accepted and your reply to the show cause was received on dt. 29.08.2022. On review of the revert, it was found unsatisfactory since you have failed to execute the agreement with CRWC and failed to submit the security deposit within fortnight from the dated of award of contract, as per the tender terms and condition and has also conveyed your inability to take over the work and has asked for cancellation of H&T work awarded to you for RWC Mancheshwar, Odisha.

Whereas, you have breached the following terms and conditions of the tender leading to susceptible revenue loss to the organization:

Clause Earnest Money Deposit (point 12, page 08/78 and point IV, page 13/78):

"If any Tender is withdrawn, modified or any change is made during the period of validity of the Tender before its acceptance, the EMD of such Bidders shall forfeited and the Tender will be summarily rejected."

"EMD shall be forfeited, if the bidder after submitting his Tender resiles from or modifies his offer and/or the terms and conditions thereof, in any manner before its acceptance. The EMD would be forfeited in the event of the Bidder's failure to furnish the requisite Security Deposit and sign the agreement by the due date without prejudice to any other rights and remedies of the CRWC under the contract and law".

Backlisting/Debar: Clause 19 of Section-V on page 29/78 of Tender:

"The non-performing/defaulting service provider may be Suspended/banned for trade relation/blacklisted/debarred for participation in future Tender enquiry for the period upto 5 years based on the gravity of non-performance/breach of any terms of the Contract/default of the service provider by the Managing Director of the CRWC whose decision in the matter shall be final and binding."

Bid Security Declaration (Appendix -XV, page 76/78):

(Appendix-XV) duly stamped, signed and submitted by you wherein you have clearly accepted that in case of withdrawal of bid during the validity period you would be suspended for a period of 05 years from the date of NIT by CRWC. (Copy enclosed).

Security Deposit (Clause V, page 13/78):

*"The successful Bidder shall furnish, within a fortnight from the date of award of work by CRWC, Security Deposit of **Rs. 48, 00, 000/- (Rs. forty-eight lakhs only)** failing which the work order shall be liable to be cancelled at his/their risk and cost and also subject to such other remedies as may be available to the Company under the terms of the contract. Besides, the CRWC may suspend/ban the trade relations with him/them or debar to participate in all future Tender enquiries with CRWC based on the merit of each case upto a period of five years without prejudice to any other rights and remedies of the CRWC under the contract and law".*

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In view of the above as per tender terms and conditions, EMD of Rs. 5,00,000/- furnished by M/s Lingaraj Supply Agency has been forfeited and further, the agency is blacklisted and debarred by CRWC for participation in future tender enquiries of CRWC for a period of 05 (five) years from date of issue of this letter and same shall be applicable to Central Warehousing Corporation (CWC) after merger of CRWC with CWC.

This is issued with the approval of Competent Authority.

Regards

Rajesh Kumar Singh
Sr. Manager (Commercial)

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निगमित कार्यालय : 'वेयरहाउसिंग भवन', 4 /1, सीरी इंस्टीट्यूशनल एरिया, अगस्त क्रांति मार्ग, हौज़ खास, नई दिल्ली-110016,
Corp. Office: 'Warehousing Bhawan', 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016,
ई-मेल / Email: contact@crwc.in, दूरभाष /Tel. No. 011-43140050, वेबसाइट / website: www.crwc.in