

मुंबई पोर्ट ट्रस्ट
Mumbai Port Trust

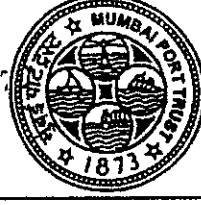
वैद्यकीय विभाग

MEDICAL DEPARTMENT

HOSPITAL Tel.No.(दुरध्वनी) : 665677

Fax No.(फॅक्स) 91-22-24145115

E-mail: cmo@mumbaiport.gov.in



पोर्ट ट्रस्ट अस्पताल

PORT TRUST

वडाला (पूर्व), Wadala (East),

मुंबई ४०० ०३७.

Mumbai 400 0037.

No. H/E/37A(Sanitation)/ 7966

30 NOV 2019

To,

M/s. Cape Valour Services (P). Ltd.,
A/101, 1st Floor, Navkar Chambers,
Ward No. K, Andheri (East),
Mumbai - 400 059.

Email : info@capevalour.com

M/s. Cape Valour Services (P). Ltd.,
4th Floor, G-70, Sector 63,
Noida 201 301,
Uttar Pradesh.

M/s. Cape Valour Services (P). Ltd.,
8-Surya Palace, Mohakmapur,
Meerut - 205-103, Uttar Pradesh.

Email : directordes@capevalour.com

Sub : Tender No. CMO-06/2018-19 -

Sanitation Services in MbPT Residential Colonies
by providing manpower and material for a period
of two years 2019-2021.

**ORDER OF TERMINATION OF CONTRACT AND
BLACKLISTING THE FIRM.**

Ref : Work Order No.H/CMO-6/(Sanitation)Tender/13668
dated 13.03.2019.

The online tender for Sanitation Services in MbPT Residential Colonies was floated under Tender No. CMO-06/2018-2019. The tender was floated for engaging 3 Supervisors, 35 Sanitary Health Workers Gr. III (S) & 10 Sanitary Health Workers Gr.III (Sf) for the period of two years, 2019-2021. The tender was awarded to L1 Bidder i.e. M/s. Cape Valour Services Pvt. Ltd. vide Work Order No. H/CMO-6(Sanitation) tender/13368 dated 13.03.2019, the work order was accepted by M/s. Cape Valour Services Pvt. Ltd., on 13.03.2019. The work commenced from 01.04.2019, since then number of lapses observed in the services and time to time the same were conveyed to M/s. Cape Valour Services Pvt. Ltd., the details are given below :

- H/E/37A(Sanitation)/2787 dated 17.06.2019
- H/E/37A(sanitation)/3471 dated 14.07.2019
- H/E/37A(Sanitation)/4130 dated 24.07.2019
- mail dated 07.08.2019 - regarding non-payment of salary
- mail dated 07.08.2019 - regarding to lapses in services
- mail dated 16.08.2019 - reminder for lapses
- mail dated 22.08.2019 - for all lapses

Inspite of that no communication or response was received from you, hence the Show Cause Notice was issued vide this office letter No. H/E/37A(Sanitation)/5795 dated 17.09.2019 and as per your request, a meeting was held on 30.09.2019, with the Chief Medical Officer, MbPT Hospital.

As discussed in the meeting, to avoid your financial crises, the Chief Medical Officer requested the Tender Branch, MbPT to settle your bills for the month of May 2019 & June 2019 immediately and as directed by CMO, Tender Branch settled the bills. Further, during the meeting your representative assured that once you get the bill amount, you will settle all the lapses and disburse the salary of the workers for the month of August 2019 immediately.

However, you have not disbursed the salary of workers till date. As per tender condition, Clause No. 4.21.7 (General Conditions of Contract-Payment of Wages), Workers of contractor should get the wages on the 7th day of each month. This time also inspite of several text and telephonically messages, no response was received from your end.

The Contractor of the vehicle provided by you has informed that he has not got the payment of vehicle from July 2019 till date. The contract cost of the vehicle as per work order (Financial Bid) is Rs. 20000/- per month. Further, the vendor, 'The Corporate House Keeping' who has supplied the sanitary material from April 2019 to August 2019 to you for the sanitary services of residential colonies has also informed vide letter dated 14.11.2019, that you have not paid a sum of Rs.5,17,222/- for supply of sanitary material from the month of April to August 2019.

The non-payment of salary has created unrest among the contract workers and non-supply of sanitary materials, affecting the sanitation work of Residential Colonies of MbPT.

Despite the aforesaid efforts taken by MbPT, you have not followed the terms and conditions of the Work Order for Sanitation Services in MbPT Residential Colonies by providing manpower and material for a period of two years. Thereby causing inconvenience and disruption of services to us. In the meantime, you had communicated vide e-mail dated 18.11.2019, that due to financial problems, you are unable to continue this contract with the Medical Department.

Considering all the above facts, the Board of Trustees of Port of Mumbai during the Board Meeting held on 28.11.2019 vide T.R. No. 206, accorded approval as under :

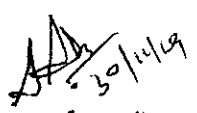
- (1) To terminate the contract w.e.f. 30.11.2019;
- (2) Forfeiture of Security Deposit of Rs.23,45,000 and Additional Security Deposit of Rs.7,62,000;
- (3) To Blacklist the Firm for a period of five years, w.e.f. 1.12.2019;
- (4) To give wide publicity of the information of Blacklisting the Firm in all government website and inform all Major Ports;

- (5) To handover the sanitation work of the colonies temporarily to existing Housekeeping Services of Hospital Contractor, i.e., M/s. Sumeet Facilities Pvt. Ltd., w.e.f. 01.12.2019 for a period of three months or till finalization of the fresh contract, though tender process, whichever is later;

Accordingly, taking into consideration the inconvenience and disruption of services caused to us due to your failure to fulfil the contractual obligations under the tender, your firm, viz., M/s. Cape Valour Pvt. Ltd. is ordered as under :

- (1) To terminate the contract w.e.f. 30.11.2019;
- (2) Forfeiture of Security Deposit of Rs.23,45,000 and Additional Security Deposit of Rs.7,62,000;
- (3) To Blacklist the Firm for a period of five years, w.e.f. 1.12.2019;
- (4) To give wide publicity of the information of Blacklisting the Firm in all government website and inform all Major Ports;
- (5) To handover the sanitation work of the colonies temporarily to existing Housekeeping Services of Hospital Contractor, i.e., M/s. Sumeet Facilities Pvt. Ltd., w.e.f. 1.12.2019 for a period of three months or till finalization of the fresh contract, though tender process, whichever is later;

This is without prejudice to any other rights and remedies that we have under the Tender and under applicable laws, which you may please note.


(Dr. A. Annadurai)
Chief Medical Officer