

Letter No: .....

Date:.....

From,

**DGM-Technical,**  
Bihar Industrial Area Development Authority,  
First Floor, East Gandhi Maidan,  
Patna-800004

To,

**Frick India Limited**  
21.5 KM, Main Mathura Road,  
Faridabad-121003  
Haryana

**Subject: Regarding debarment and termination of Contract due to failure to initiate the awarded work for supply, Installation, Testing and Commissioning of Different Machines, as per Tender at BIADA Mega Food Park, (CPC) Motipur, Sahebganj State Highway, Muzaffarpur awarded to you vide agreement no. 21-/SBD/2023-24 dated 12th February 2024**

**Ref:** Regarding your mails & our mails dt. 26<sup>th</sup> Feb, 1<sup>st</sup> Mar, 23<sup>rd</sup> Mar, 5<sup>th</sup> April, 10<sup>th</sup> May, 15<sup>th</sup> May, 29<sup>th</sup> May, 15<sup>th</sup> June, 27<sup>th</sup> June, 19<sup>th</sup> July 2024 and BIADA letter no. 3251 dated 06<sup>th</sup> June 2024, 3440 dated 12<sup>th</sup> June 2024, 3913/Tech dated 19<sup>th</sup> July 2024, 4080/Tech dated 29<sup>th</sup> July 2024 and 4127/Tech dated 03<sup>rd</sup> August 2024.

Dear Sir,

This is about the subject cited above and as per the communication between Bihar Industrial Area Development Authority and M/s. Frick India Ltd. via. Mails and letters as mentioned above.

The work supply, Installation, Testing and Commissioning of Different Machines at BIADA Mega Food Park, (CPC) Motipur, Sahebganj State Highway, Muzaffarpur has been awarded to you as per agreement no. 21-/SBD/2023-24 dated 12th February 2024 with a completion duration of 6 months. The work was not started from your end even after repeated telephonic & email reminders. Your concerns raised by mail dated 14<sup>th</sup> May 2024 was duly addressed through mail dated 15<sup>th</sup> May 2024 and it was clearly stated that all works mentioned in Tender documents are required to be executed as per signed agreement. The matter was again raised through your mail dt. 25<sup>th</sup> May 2024 which was again replied through mail dt. 29<sup>th</sup> May 2024.

We sent you a letter dt. 06<sup>th</sup> June 2024 regarding your physical presence for the meeting and site inspection scheduled on 11th June 2024 at the project site but your team did not turnup. Thereafter we sent again a letter no. 3440/Tech, dated: 12th June-24 regarding your not attending meeting on 11<sup>th</sup> June and the delay in the commencement of work.

Thereafter, your team has visited site on 19th June-24 and made a commitment to start work within a week and sent a mail dated: 25th June-24 regarding various observations on your site visit which was duly replied pointwise vide our mail dated 27th June-24.

We received a letter on 5<sup>th</sup> July -2024 again via mail regarding clarification on structure or Mezzanine work. The matter has already been discussed several times along with the scope of work as per tender and the same has been mentioned in your signed agreement also. You have already agreed to execute as

per agreement. We replied again via letter no. 3913/Tech, dated: 19th July-24 that exclusion of work is not admissible. and, we mentioned that we shall take necessary action for non-commencement of work against your organization and proceed for recovery of the financial loss due to delay from your side.

In reply we received your mail dated: 24th July-24 in which you committed to honouring this project and stationing your team at the site. A request was made for the release of advance. In this regard, it was stated that we had already shared a BG format on 05th April-24 and we are ready to release the advance amount but till date no matching bank guarantee has been submitted from your side.

We are continuously following you to start this work since last 5 months but you have failed to honor your commitment. Every time you made new excuses and our work was hampered and delayed too much due to your failure. Now we are exhausted to hear your excuses and only a few days are left as per completion schedule of the agreement. It's time to take necessary legal action against your organization.

A meeting was conducted on 01st August-24 in BIADA office before Managing Director, BIADA and your team had committed for progress of work and share the next course of action within 2 days. We received a letter on 03.08.2024 at 6.34PM (after office hour) through mail and found that the same concerns as earlier is being raised again about your offer document in which you said to have excluded the Mezzanine structure. A Show Cause Notice Dated 03.08.2024 was issued to you to reply within 3 days, as to why your contract should not be terminated and rescinded along with forfeiture of your BGs.

In reply to showcause, you have again repeated the same concerns and have almost declined to execute the work. The reply was not found satisfactory and is not acceptable. Therefore, in light of above facts, with great disappointment we inform you that your contract agreement is being terminated as per clause-24 of GCC of duly signed agreement along with forfeiture of the performance and additional performance guarantee due to failure to initiate the project within the agreed-upon timeframe.

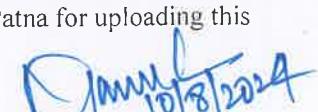
As per Letter of application submitted alongwith tender document you had declared to have reviewed and fully understood all the prequalification requirement and information provided in tender document. Despite multiple reminders provided, the work has regrettably not yet commenced, leading to severe disruptions in our operations and project timelines. In this regard, your company is being debarred to participate in any further tenders of BIADA for next 5 years as per provisions in ITB Clause 37. (ii)(c) of tender document, since your firm has engaged in corrupt or fraudulent practices in competing for tender by quoting lower price with deliberately excluding major items of work, which is not permitted as per provisions in any tender invitation.

Due to failure on your side to commence the work, we have no choice but to terminate our association with your company with immediate effect. You shall be no longer be considered for any future projects or contracts with our organization.

Sd/-  
DGM (Technical)  
BIADA, Patna  
Date....10/08/2024

Memo No.....4238/Reel

Copy: DGM (Finance) for information and necessary action related to forfeiture of Bank Guarantee submitted by the tenderer/ DGM (Legal) for information/ I.T. Section BIADA, Patna for uploading this letter on the website of the authority.

  
DGM (Technical)  
BIADA, Patna