



MAHARASHTRA METRO RAIL CORPORATION LIMITED

PUNE METRO RAIL PROJECT

CIN: U60100MH2015SGC262054

Off.: 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001

Telephone: 020-26051074

MAHA-METRO/PMRP/PIADM-08/2022/ **2276**

Date: 14 March 2022

**LETTER OF TERMINATION**

To,

**M/s Carzonrent India Pvt Ltd**

Samhita International Federal Co Operative Society,

Plot No 18A, Samhita Complex, Andheri Kurla Road Andheri East,

Sakinaka Telephone Exchange Lane, Mumbai Suburban, Maharashtra, 400072

E-mail ID:- corporate@carzonrent.com ; abhishek.kapoor@carzonrent.com

**Subject: Non-Compliance of Contractual Obligations & Breach of Contract**

**Kind Attention:** Mr. Mr. Abhishek Kapoor (Authorized Signatory)

**Contract Identification No.:** P1ADM-08/2021 dated 27 March 2021

**Name of Work:** Hiring of Vehicles (Taxies) For Officials of Maharashtra Metro Rail Corporation Limited  
(Pune Metro Rail Project)-Schedule B & C (Daily and Outstation Basis)

**Ref:**

- (i) Refer to Notice of Termination vide E-mail 31 Dec 2021
- (ii) letter no. PMRP/Admin/Carzonrent/Innova/2021 dated 13 Dec 2021- Notice of Penalty
- (iii) letter no. PMRP/Admin/Carzonrent/Penalty/08/2021 dated 21 Sep 2021- Warning letter
- (iv) Contract Identification no. P1ADM-08/2021 Schedule-B & C dated 01 Nov 2021
- (v) The Letter of Acceptance bearing No. MAHA-METRO/PMRP/P1ADM-08/2021/LOA/Schedule-B & C-1918 dated 04 June 2021

1. The subject work was awarded to M/s Carzonrent India Pvt Ltd vide LOA dated ref (v) and contract agreement signed on 01 Nov 2021. Since the awarding of work; it is noticed that you have failed to comply terms & condition of contract and to perform the contract in following aspects;

**Reason No.1 –** Controlling department requested for Innova vehicle on urgent basis for outstation journey at Mumbai on 15 Sep to 16 Sep 2021 vide e-mail dated 15 Sep 2021. In response to e-mail,

you have not confirmed the booking and communicated your inability to confirm due to shorter notice period. As per clause no. 4.3 of Section 4 (Scope of Work) it is mentioned that, "In case of urgent requirement it may be at shorter notice." (Breach of clause no. 4.3 of Section 04 -Scope of Work).

**Reason No. 2-** Controlling department requested for one Innova on 21 Sep 2021 vide e-mail dated 20 Sep 2021. Again, you have failed to provide the vehicle stating inability to provide the vehicle for next one week. In connection to non-fulfilling of requirement of vehicle on 15 to 16 Sep 2021 for Mumbai outstation journey and on 21 Sep 2021, Sr. DGM/Admin issued the **warning letter** in order to avoid any penalty for any denial of demand in future vide letter dated 21 Sep 2021 ref (iii) above. (Breach of clause no. 4.3 of Section 04 -Scope of Work).



**Reason No. 3** - Due to repeated failure to deliver the contractual obligation in accordance with contract condition, GM (Admin) issued to **Notice to Penalty** as per contract clause 5.11 (c) of Section-05-Condition of Contract and contractually instructed to improve the quality of service.

**Reason No. 4** – Further, you have repeatedly failed to provide vehicle as per scope of work even after issuing the warning letter vide letter dated 21 Sep 2021 and Notice of Penalty vide letter dated 13 Dec 2021. The events and details of requirement of vehicle by Maha-Metro & denied to supply by you is mentioned at Annexure-A.

**Reason No. 6** - As per clause no. 5.15 of Section-05 (Condition of Contract), in case of any material violation (As described in Section-5-Condition of contract, Section-4-Scope of Work read with Section 8. Financial Bid and any other terms and conditions described in bid documents) by the Service Provider, MAHA-METRO reserves its right to **unilaterally terminate the contract**.

2. Due to deficiency in services; Controlling Department instructed to you as per clause 5.15 (Termination of Contract) & Payment of upcoming bills shall be dealt as per clause no. 5.16 (Payment After Termination) vide e-mail dated 31 Dec 2021 ref (i) above.
3. Therefore, I the issuing authority of contract, on behalf of the Maha-Metro, acting under the powers vested in me in terms of clause 5.15 of Section-05 (Condition of Contract) and without prejudice to any right or remedy which shall have accrued or shall accrue hereafter to the Maha-Metro under the terms of the above said contract, **hereby terminate your contract on account of your default and the contract shall be terminated with immediate effect from 14 March 2022**.
4. Please note that the works as defined in the Section 04 (Scope of Work) will now be got completed through another agency.
5. In the event of termination of contract due to poor performance or breach of contract or not fulfilling the contractual obligations by successful service provider, the Performance Bank Guarantee shall be forfeited and payment after termination shall be dealt as per clause 5.15 (d) and 5.16 of Section-05 (Condition of contract) respectively.

This letter of termination is being issued with the approval of Competent authority of Maha-Metro.



Warm Regards,

(Deputy General Manager / P & C)

**For and on Behalf of Maharashtra Metro Rail Corporation Ltd.**

**Copy to:**

1. Director /Works-PMRP; for kind information, please.
2. ED/P & C –PMRP; for kind information, please.
3. GM/Admin –PMRP; for kind information and further necessary action, please.
4. Sr. AGM/ Finance (HOD- In Charge) –PMRP; for kind information, please.
5. DGM/F-02-PMRP; for information and further necessary action, please.