

ईस्टन कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड की अनुषंगी)
मुख्य प्रबंधक का कार्यालय
सिदुली ग्रुप ऑफ माईंस
पो-सिदुली जिला- पश्चिम बर्द्धमान,
पश्चिम बंगाल 713322



Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the Agent
Siduli Group of Mines
P.O : Siduli, Dist- Paschim Burdwan,
West Bengal, Pin No. 713322
E-Mail ID : agentsiduligroup@gmail.com

Ref. NO.:ECL/AGENT/modified Siduli/24-25/1426

Date :- 31.03.2024

To,

M/s Hindustan Construction
53/1, APCAR GARDEN
Asansol - 713304.
E-mail id : dk.asansol@gmail.com

Subject:- Termination of contract in full along with Debarment of business of M/s Hindustan Construction for a period of one years from participating in future tenders of Eastern Coalfield Limited (ECL) against the awarded work of "Hiring of HEMM for Removal and Transportation of 13.64 L Cum OB, Extraction and Transportation of 4.14 L Te Coal at Modified Siduli OC (H) Patch in Kenda Area, ECL."

Ref. no :-

1. NIT ref no. ECL/HQ/CMC/NIT/Modified Siduli OC(H)/2023/421 dated 15.09.2023
2. LOA issued by HOD (CMC) vide Ref No: ECL/HQ/CMC/LOA/01 dated 02.01.2024
3. Work order issued by GM Kenda vide ref no. GM /Kenda/WO/Modified Siduli-OC/24/4225 dated 30.01.2024.
4. Period of work: 730 days (2 years).
5. Agreement no:- GM /Kenda/24/4229(A) Dated 03/02/2024
6. Show Cause notice for termination of contract vide : Agent/Siduli OC(H)/2023-24/445 dated 08.03.2024
7. Personal hearing notice vide : Agent/Siduli OC (H)/2023-24/490 dated 18.03.2024.
8. Notice for final measurement vide ref no. Agent/Siduli OC (H)/2024-25/815 dated 22.05.2024.

Dear Sir,

You were awarded the work of "Hiring of HEMM for Removal and Transportation of 13.64 L Cum OB, Extraction and Transportation of 4.14 L Te Coal at Modified Siduli OC (H) Patch in Kenda Area, ECL."

It is being observed that you have performed poorly on the job. Engineer-in-charge issued several letters seeking to improve your performance. The details of letters issued to you are as under.

- Agent/Siduli/Site handover/2023-24/197, dated 03.02.2024. (Site handover)
- Agent/Siduli/ Start Mining Op/2023-24/214, dated 05.02.2024.(Request to start Mining Operation)
- Agent/Siduli OC(H)/2023-24/267, dated 13.02.2024 (Notice to Commence operation)
- Agent/Siduli/ Siduli OC(H)/2023-24/312, dated 19.02.2024 (Advice to deploy required numbers of HEMMs)

- Agent/Siduli/ Siduli OC(H)/2023-24/340, dated 22.02.2024 (Deployment of adequate Machineries)
- Agent/Siduli OC(H)/2023-24/348, dated 25.02.2024.(Commencement of production without interruption)
- Agent/Siduli OC(H)/2023-24/374, dated 28.02.2024 (Non Performance)
- Agent/Siduli/ Siduli OC(H)/2023-24/396, dated 01.03.2024 (Deployment of adequate Machineries)
- Agent/Siduli/ Siduli OC(H)/2023-24/408, dated 03.03.2024 (Deployment of adequate Machineries)
- Agent/Siduli OC(H)/2023-24/413, dated 04.03.2024 (Non Performance)

In spite of several letters/reminders there was no initiative taken from your end to meet the shortfall of the targeted production, and you have failed to improve production which attracts clause No. 9(a), 9(c) and 9.2 of GTC of the Agreement/NIT.

Your performance from starting to contract i.e. 03.02.2024 to end of May 2024 with regard to achievement vs. mutually agreed targets (removal of OB + Coal production) were poor and not improved even after giving multiple notice in writing for improvement of your performance which attract clause no. 9(a) of GTC.

Due to your repeated poor performance, ECL has incurred a huge loss.

Accordingly a Show Cause notice vide ref. no. Agent/Siduli OC(H)/2023-24/445 dated. 08.03.2024 was served to you by Engineer in Charge, **Modified Siduli OC (H) Patch** to explain within stipulated time, as to why action should not be taken to terminate your contract for poor performance of your firm as per GTC/Agreement.

You have submitted your reply via email dated 14.03.2024 with a letter vide ref no. HC/EIC/Siduli/KA/2024/018 dated 14.03.2024.

The Management after scrutiny of the said reply observes that your reply is not satisfactory. Thereafter a letter vide ref.no. Agent/Siduli OC (H)/2023-24/490 dated 18.03.2024. has been issued to you for personal hearing under natural justice. The personal hearing was conducted on 24.03.2024 and your views and management's views were recorded.

During the personal hearing you have committed to start the mining operation at **Modified Siduli OC (H) patch** and will take all the proactive measures to achieve the targeted production. It is observed that you have re-started the mining operation from 27.03.2024 at about 11:00 AM, without deploying adequate machinery which clearly indicates not adhering to commitment given during the personal hearing.

Further, you have stopped mining operations at Modified Siduli OC (H) Patch from 2nd shift of 02.04.2024 and withdrawn Dumpers from the site.

It is regretted that none of your commitments were fulfilled apart from continuous failure to achieve targeted production.

Apart from this, Management has taken a lenient view and instructed you to resume the mining operation vide ref no. Agent/Siduli OC (H)/2023-24/609 dated 05.04.2024 and ref no. Agent/Siduli OC (H)/2024-25/696 dated 25.04.2024. It has been advised multiple times to you to sign the hindrance register but you have neither started mining operations nor signed in the hindrance register.

[Handwritten signatures]

Assessing your negligence towards the awarded work, the EIC has served a letter vide ref no. **Agent/Siduli OC (H)/2024-25/815 dated 22.05.2024** to you to stop the work w.e.f. 29.05.2024 as to conduct final measurement of work on 30.05.2024 at 10:00 AM onwards and further necessary action under Clause 9(a), 9(c) and 9.2 of GTC of NIT/Agreement/ (Section-6 of CMM-Chapter- 6) & Guideline on Debarment of firms from Bidding) of NIT/ Agreement / (Section 8 of CMM-Chapter- 6) and Terminate the contract in full and Debarment of business from future bidding for a minimum period of 1 year .

In response to the above letter, you have replied vide letter no. HC/ECL/Siduli/KA/2024/22 Dated: 29.05.2024. The given reply was not adequate as your commitment to fulfil the relevant NIT Clause was not assured. The work has stopped w.e.f. 29.05.2024 and final measurement was done by CMPDI on 30.05.2024. Either you or your authorised representative had not participated in the final measurement.

Further you have requested vide letter ref no. HC/GM/Siduli/KA/2024/052 Dated 10/11.07.2024 with a commitment to resume work in full-fledged. Management served you a letter vide ref. no. Agent/Siduli OC (H)/ 2023-24/1129 dated 27.07.2024. **in which management** took a lenient view and gave you a reasonable change for continuance of work to improve your performance to achieve the targeted production with immediate effect.

It is regrettable to note that in spite of providing you sufficient chances to continue your work to improve performance, you have not resumed the work.

Therefore, there is no option left but to terminate the instant contract as per the provision of clause No9(a), 9(c) and 9.2 of GTC of NIT/Agreement. (Section-6 of CMM-Chapter- 6) and Debarment of business from future bidding for a period of 1 year as per clause 9.2(C) of GTC & Guideline on Debarment of firms from Bidding) of NIT/Agreement or (Section 8 of CMM-Chapter- 6). And Getting the balance quantity executed through tendering process as per clause no. 9.2 of GTC of NIT/Agreement of Contract, after termination of the contract.

In the view of above, competent authority, ECFDs of ECL(22nd of 2024) in its meeting held on 23.08.2024 (vide minutes of meeting Ref no.ECL/CS/27(Z-9)/10050; Dt.29/08/2024) agreed on following action against you which are deliberated below:-

- a. Termination of the subject contract in full w.e.f **29.05.2024** as per **Clause 9(a), 9(c) and 9.2 of GTC of NIT/Agreement.**
- b. Recovery of penalty from the contract by EIC, not limited to the Total Penalty of Rs 4,63,22,056.00/- (penalty under Clause 9.2(c) of Rs.4,17,50,505.00 + under Clause 6.2 of GTC Rs. 45,71,551.00) further penalty, if any, is to be assessed and recovered by EIC.
- c. Getting the balance quantity executed through tendering process as per clause no. 9.2 of GTC of NIT/Agreement of Contract, after termination of the contract.
- d. **Banning of Business** of the contractor **M/s Hindustan Construction** as per Clause 9.2(C) of GTC & Guideline on Debarment of firms of NIT/Agreement from bidding in future tenders of ECL for a period of 01 year.

Al *JSZ*

Hence as per the directive of competent authority, the following may be noted as "ORDER" with respect to the said contract is communicated to you.

1. Termination of the subject contract in full w.e.f 29.05.2024 as per Clause 9(a), 9(c) and 9.2 of GTC of NIT/Agreement. Awarded to M/s Hindustan Construction for the work of "Hiring of HEMM for Removal and Transportation of 13.64 L Cum OB, Extraction and Transportation of 4.14 L Te Coal at Modified Siduli OC (H) Patch in Kenda Area, ECL."
2. Recovery of penalty from the contract by EIC, not limited to the Total Penalty of Rs 4,63,22,056.00/- (penalty under Clause 9.2(c) of Rs.4,17,50,505.00 + under Clause 6.2 of GTC Rs. 45,71,551.00) further penalty, if any, is to be assessed and recovered by EIC.
3. Debarment of business of contractor i.e. M/s Hindustan Construction having its registered office at 53/1, APCAR GARDEN Asansol (WB) pin code-713304 for a period of 1(One) years from participating in further Tenders of ECL under clause 9.2(C) of GTC & Guideline on Debarment of firms from Bidding of NIT/Agreement. This will be with effect from issuance of this letter is w.e.f 31.08.2024 for a period of 1 (One) year.

This letter is issued with the approval of competent authority.

Your faithfully


31/8/24
Engineer-in-Charge/Agent
Modified Siduli OC Patch.

CC:-

1. CMD,ECL HQ (For kind information)
2. Director(Finance),ECL HQ (For kind information)
3. Director Technical (P&P),ECL HQ (For kind information)
4. Director Technical (OP),ECL HQ (For kind information)
5. Director(Personnel),ECL HQ (For kind information)
6. GM/TS to CMD, ECL HQ
7. GM(CMC),ECL HQ This is being issued as per approval conveyed vide. OFFICE/29/ 2452/ 2024- ASGM KENDA AREA,ECL-EASTERN COALFIELDS LIMITED & Computer no.1528738.
8. GM,Kenda Area
9. TS to D(T) P&P
10. TS to D(T)OP
11. CH.Mgr(PR)
12. Nodal Officer, e- Procurement Cell, ECL, HQ
13. AFM,Kenda Area (for recovery of penalty)
14. APM,Kenda Area
15. Area Survey Officer,Kenda Area
16. Manager, Modified Siduli OC Patch
17. Office copy

