



ECL

Eastern Coalfields Limited

Office of the General Manager

महाप्रबंधक का कार्यालय

Satgram-Sripur Area, P.O.: Devchandnagar

सतग्राम-श्रीपुर क्षेत्र, पत्रालय- देवचंदनगर,

Dist.-Paschim Bardhaman, West Bengal-713332

जिला- पश्चिम बर्धमान, पश्चिमबंगाल-713332

(An ISO 9001,ISO 14001 & OHSAS 18001 certified Company)

Ref. No. GM/SSA/AMPCD/BHN WEST OCP/TERMINATION/2024-25/ 308 Dated: 09.12.2024

To,

1. M/S ESSAL RRE Enterprises (JV)

H. NO. - 5, BL. NO. -17, PO+PS – JAGATDAL

DIST – NORTH 24 PARGANAS

WEST BENGAL, PIN – 743125

idofere@rediffmail.com

PAN No.: AAFFE3613C

essalrreenterprisesjv@gmail.com

2. M/s Rockwell Resources Enterprises (RRE)

H. NO. - 5, BL. NO. -17, PO+PS – JAGATDAL

DIST – NORTH 24 PARGANAS

WEST BENGAL, PIN – 743125

rrepvtltd@gmail.com

Constituted by

I. Sri Sanjeet Singh (Authorized representative)

sanjitsingh07@gmail.com

II. Sri Vijay Pratap Singh, vijaypratap.sicl@gmail.com

3. M/s Essal Infrastructure Pvt. Ltd.

Head office near Sparsh Automobiles

Dhamtari Road, Pachpedi Naka, Raipur, Chhattisgarh

Sri Anand Agarwal

References:

1. Notice for Termination of contract/work with show cause:

I. GM/SA/C-6D/Bhanora-OCP(H)/21/45 dated :05/07/2021

II. GM/SA/C-6D/Bhanora-OCP(H)/21/49 dated :14/07/2021

III. GM/SA/C-6D/Bhanora-OCP(H)/21/66 dated :31/07/2021

2. Agreement No.: 06/HA/2016-17 dated 13/08/2016

3. Work Order No.: ECL/HQ/CMC/WO/Bhanora West OC/729 Dated :10/08/2016

4. LOA No: ECL/HQ/CMC/LOA/BHANORA West OC/270, dated 10.03.2016

5. Tender Id: 2015_ECL_2026_1

6. Tender notice No.: ECL/HQ/CMC/Bhanora West OC/670 dated:26/09/2015

7. Name of Work: "Hiring of HEMM for removal of 241.00 Lakh M3 OB, 170 Lakh M3 of re-handling of OB and extraction of 23.00 Lakh Te of Coal."

SUBJECT: Termination of awarded contract along with recovery of damages not limiting to Rs. 50,37,60,635.00/-, debarring M/S ESSAL RRE Enterprises (JV) as well as its constituent partners namely M/s Rockwell Resources Enterprises (RRE) & M/s Essal Infrastructure Pvt. Ltd. for a period of 2 years from participating in future tenders of ECL.

Dear Sir,

You were awarded the contract/work of "Hiring of HEMM for removal of 241.00 Lakh M3 OB, 170 Lakh M3 of re-handling of OB and extraction of 23.00 Lakh Te of Coal." for a contract period of 2190 days.

The awarded work commenced on 23.05.2016, with a scheduled completion date of 22.05.2022. However, your company's performance throughout the contract period remained below par, achieving only 60.55% of coal extraction, 49.18% of OB removal, and a mere 2.28% of OB re-handling. Despite the issuance of banning orders and multiple notices for counseling and personal hearings, your performance did not improve. It was also apprised that during the execution, three deviations were approved, including changes in transportation lead and dewatering activities. However, significant lapses were observed, such as non-deployment of adequate HEMM, poor haul road maintenance, unresolved IR issues, diesel shortages, and failure to dewater accumulated water, which caused extractable coal to remain waterlogged. These issues led to severe economic losses, including delays in coal crushing and transportation, resulting in reduced turnover and increased costs.

In the view of above competent authority ECFDS of ECL in its meeting (37th of 2024) held on 28.11.2024 & continued 30.11.2024 at 11: AM & 3:30 PM (vide minutes of meeting ref. no. ECL/CS/ 27(Z-9)/ 37th of 2024/7, dated- 05.12.2024) agreed on following action against you which are deliberated below:

a) Termination of contract of "Hiring of HEMM for removal of 241 L. CuM of OB, 170 L. CuM Re-handling of OB and extraction of 23 L. Te. Of Coal at Bhanora West OC Patch of Sripur Area awarded to M/s ESSAL RRE Enterprises (JV) vide LOA dated 10.03.2016 with last date of working on 11.04.2022 as per clause 10 (a), (b) & (c) of GTC with imposition of penalty.

b) Debarment of M/s ESSAL-RRE Enterprises (JV) and its constituent partners from participating in future tender in ECL for future two (2) years.

c) Revised Estimate value of Rs. 8673.95 Lakhs, which is 60% below the original awarded value of work.

d) Penalty/Recovery but not limiting to the ascertained amount of Rs. 50,37,60,635/- to be recovered from the contractor. Also, recovery for completing the unexecuted work by other means at the risk and cost of the contractor as per clause 6.2.4 to be assessed and recovered after retendering.

Further additional Penalty, if any, shall be assessed and recovered after retendering

e) Re- tendering of the unexecuted quantity of the instant contract.

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

1. Termination of the subject contract awarded to M/s ESSAL RRE Enterprises (JV) pursuant to clause no. 10(a), (b), (c) of the GTC.





2. Recovery of damages not limiting to **Rs. 50, 37, 60,635/-** (Rupees Fifty crore thirty-seven lakh sixty thousand six hundred thirty-five only) has been calculated, including penalties for shortfall in execution, non-deposition of GST, and other defaults. Out of this, Rs.9.60 Crore is recoverable from the amounts withheld, including the PSD, retention money, withheld penalty, and balance bills. The remaining amount will be recovered through demand or legal means, including money suits if necessary

Also, recovery for completing the unexecuted work by other means at the risk and cost of the contractor as per clause 6.2.4 to be assessed and recovered after retendering.

3. Debarment of M/s ESSAL-RRE Enterprises (JV) and its constituent partners name as **M/s Rockwell Resources Enterprises (RRE) & M/s Essal Infrastructure Pvt. Ltd** from participating in future tender in ECL for future two (2) years under Clause No. 6.2.5 of GTC. This will be with effect from date of issuance of ECFDs minutes letter ECL/CS/ 27(Z-9)/ 37th of 2024/7, dated- 05.12.2024) **for a period of 2(two) years.**

This letter is issued with due approval from competent authority.


General Manager
Satgram-Sripur Area

महाप्रबंधक
General Manager
सातग्राम-श्रीपुर क्षेत्र, ईसीएल
Satgram-Sripur Area, ECL

c.c to: (for kind information)

1. CMD,ECL,HQ
2. D(T) OP, ECL, HQ
3. D(T) P&P, ECL, HQ
4. D(F), ECL, HQ
5. D(P), ECL HQ
6. TS to CMD, ECL, HQ
7. TS to D(T) OP, ECL, HQ
8. TS to D(T) P&P, ECL, HQ
9. GM(CMC), ECL, HQ
10. GM(System),ECL HQ
11. Ch. Manager (PR), PR Dept. ECL, HQ: for necessary arrangement for wide publication on ECL web site.
12. Nodal Officer e-Procurement cell, ECL, HQ: for necessary arrangement for wide publication on e-procurement portal for banning purpose.
13. All Area GM of ECL
14. AGM, Satgram-Sripur Area
15. AM(PC&D), Satgram-Sripur Area
16. AFM, Satgram-Sripur Area
17. Area Survey Officer, Satgram-Sripur Area
18. APM, Satgram-Sripur Area
19. Agent, Bhanora Group of Mines, Satgram-Sripur Area
20. Manager, Bhanora WEST OCP, Satgram-Sripur Area
21. Office Copy