



(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

Ref No. GM/Kenda/O-25/4423

Date:11.06.2025

To,

M/s BGM and M-NS(JV)
Babupara, By Lane 1
Post- Searsole Rajbari, P.S- Raniganj
Dist:- Paschim Bardhaman, West Bengal
PIN-713358
E-Mail Id- bswjt75@gmail.com

Subject:- Termination of Contract along with Debarment of business of M/S BGM & M-NS (JV) along with its constituent partners for a period of 01 (one) year for participating in future tenders of Eastern Coalfield Limited (ECL) as per clause 9(b) of the GTC for the work of "Hiring of HEMM for Removal and Transportation of 7.08 L Cum OB, Extraction and Transportation of 2.10 L Te. of Coal and Re-handling of 0.90 L. Cum of OB at Siduli-1 OC Patch in Kenda Area." awarded vide WO no.- GM/Kenda/WO/21/3794 dated 01.11.2021 with last date of working on 06.12.2022.

Ref. no :-

1. Name of Work: Hiring of HEMM for Removal and Transportation of 7.08 L Cum OB, Extraction and Transportation of 2.10 L Te. of Coal and Re-handling of 0.90 L. Cum of OB at Siduli-1 OC Patch in Kenda Area.
2. NIT No: ECL/HQ/CMC/e-tender/Siduli Ph-I OC Patch/235 dated:- 17.05.2021
3. LOA No: ECL/HQ/CMC/LOA/Siduli Ph-I OC Patch/385 Dated:- 16.08.2021
4. Work Order Number- GM/Kenda/WO/21/3794 Dated 01.11.2021
5. Site Handover Letter No. Agent/Siduli/Project/2021/2191 Dated 22.09.2021

Dear Sir,

You were awarded the work of "**Hiring of HEMM for Removal and Transportation of 7.08 L Cum OB, Extraction and Transportation of 2.10 L Te. of Coal and Re-handling of 0.90 L. Cum of OB at Siduli-1 OC Patch in Kenda Area.**"

It is being observed that you have performed poorly on the job i.e. way below 70% extraction of the quantity of OB and nil coal production. Engineer-In-Charge issued several letters to improve your performance. The reply given by you was not found satisfactory by the ECL management.

In spite of several letters/reminders there was no initiative taken from your end to meet the shortfall of targeted production, and you have failed to improve production which attracts termination as per clause 9(b) of GTC of NIT and imposition of penalties as per clause No. 6.2 and 9.2(c) of GTC of NIT.

Clause No. 9(b) of GTC of NIT states that

Quote:-

The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract in full or in part, if the Contractor fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 6(six) consecutive month or for cumulative period of six months within any continuous period of 18(eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of Company, not occurring due to any default of the

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Contractor.

Note: In such cases the contractor may be banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of contract.

Unquote:-

Clause no. 6.2 of GTC of NIT states that

Quote:-

In the event of the Contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under:

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied.

i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall quantity in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the shortfall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.

iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.

The Contractor shall be allowed to make up the shortfall as per a (i) & (ii) above within the respective Financial Quarter only.

The penalties so deducted shall not be refunded.

Unquote:-

b. Clause no. 9.2 (c) of GTC states that:-

Quote:-

After giving notice to the Contractor to measure up the work of the Contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Contractor or take up departmentally, to complete the work. The Contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the Contractor shall be liable for loss/damage suffered by the employer because of action under this Clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

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i) Forfeiture of Security Deposit comprising of performance guarantee at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the Contractor.

It is being clarified that the above liability is over and above the penalties payable to the contractor on account of shortfall in quantities as per provision of clause 6.

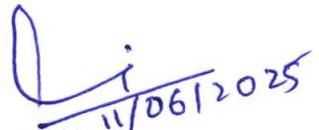
Unquote:-

With reference to the above, the proposal on the subject matter on being processed further was ultimately put up before ECL Management for approval. As conveyed by Company secretary vide letter no.:ECL/CS/27 (Z-10) / 13th of 2025/1, dated 22.05.2025 (Item No. 1 of Minutes of the ECFDs meeting 13th of 2025) held on 17.05.2025, this is to convey that ECL management has approved the following actions against you which are mentioned below:-

- a. Termination of Contract with debarment of M/s BGM & M-NS(JV) along with its constituent partners for period of 01(one) year for participation in future tenders of ECL as per clause 9(b) of the GTC for the work of "Hiring of HEMM for Removal & Transportation of 7.08 L.cum OB, Extraction and transportation of 2.10 L Te. Coal and Re-handling of 0.90 L. Cum of OB at Siduli-1 OC Patch in Kenda Area" awarded vide WO no.- GM/Kenda/WO/21/3794 dated 01.11.2021 with last date of working on 06.12.2022.
- b. Revised Estimate value of Rs. 95.15 Lakhs (Excl. GST), which is 85.67% below the original awarded value.
- c. Penalty/Recovery but not limiting to Rs. 2,00,07,083/- as per clause 6.2 & clause 9.2(c) of GTC.

This letter is issued with the approval of competent authority.

Yours faithfully


11/06/2025
General Manager
Kenda Area

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/ 2050/ 2023- GM KENDA AREA.ECL-EASTERN COALFIELDS LIMITED & Computer no.1175193.
8. eclsupport@keypoint-tech.com,easterncoal1975@gmail.com,hodpro.ecl@coalindia.in,sudhesh.kumar@coalindia.in - For publishing in ECL Website.
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. All Area General Managers, ECL. .
14. AFM,AM(PC&D) Kenda Area.
15. APM,Kenda Area.
16. Area Survey Officer,Kenda Area.
17. Agent/Manager, Siduli Phase-I OC Patch.
18. Office copy.