



## साऊथ ईस्टर्न कोलफिल्ड्स लिमिटेड

( मिनी रत्न कंपनी ) ( कोल इंडिया लिमिटेड का एक अंश )

CIN (U10102CTI1985GO1003161)

कार्यालय, महाप्रबन्धक, गेवरा क्षेत्र

पो.आ.- गेवरा प्रोजेक्ट, जिला - कोरबा (छ.ग.) 495452

सन्दर्भ : एसईसीएल / गे क्षेत्र / वि.एवं.यॉ / 23-24 / 818

दिनांक: 04/08/23

### REGISTERED POST / E-MAIL

To,  
M/s. Vista Buildcon,  
Ramayan Kosabadi,  
Korba, Distt.- Korba (C.G.)- 495677.  
Email Id: buildconvista@gmail.com  
Mobile : 91-9359000830

PAN- ARFPT6892D  
Proprietor – Parimal Tiwari

**Subject:-** Banning/debarring of Proprietorship firm, M/s. Vista Buildcon, Korba from being eligible to submit bid in South Eastern Coalfields Limited for a period of 01 (One ) year with immediate effect.

#### Reference:-

1. Name of work:- " Work of Cleaning of spillage coal of hoppers on tippers unloading platform (TRS E1 to E5) at JK series of inpit conveyor at Back up of Gevra Project".
2. NIT No: SECL/GM/GA/SO(ENM)/E-Tender/21-22/98 dtd. 20.12.2021
3. Tender Id No: 2021\_SECL\_227544\_1
4. LOA & LOI No: SECL/GA/E&M/21-22/LOA & LOI/2337 dtd. 02.02.2022.
5. Work order No: SECL/GA/SO(E&M)/21-22/WO/255 dtd. 24.02.2022
6. Ltr.No: SECL/GA/E&M/21-22/2649 dtd. 11.03.2021 for work commencement.
7. 1<sup>st</sup> Reminder Letter No: SECL/GA/E&M/21-22/2708 dtd. 19.03.2022.
8. 2<sup>nd</sup> Reminder Letter No: SECL/GA/E&M/21-22/2747 dtd. 24.03.2021.
9. Final Reminder Letter No: SECL/GA/E&M/21-22/2775 dtd. 30.03.2021
10. Termination of contract vide letter No: SECL/GA/SO(E&M)/22-23/69 dtd. 13.04.2023.
11. Show cause Notice No: SECL/GA/SO(E&M)/22-23/2359 dtd. 15.03.2023.
12. Competent approval accorded on 17.07.2023 vide e-office computer No: 1060988 under note # 38

Dear sir,

An open tender was invited online through e-tendering by the office of the General Manager /Staff officer (E&M), Gevra Area vide NIT No: SECL/GM/GA/SO(ENM)/E-Tender/21-22/98 dtd. 20.12.2021 for the work of "Work of Cleaning of spillage coal of hoppers on tippers unloading platform (TRS E1 to E5) at JK series of inpit conveyor at Back up of Gevra Project"

In the tender, proprietorship firm M/s. Vista Buildcon, Korba had participated and after being established Techno-commercially acceptable L-1 bidder, M/s. Vista Buildcon, Korba had been awarded the contract vide LOA & LOI No: SECL/GA/E&M/21-22/LOA & LOI/2337 dtd. 02.02.2022.

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On submission of requisite performance security deposit of Rs. 45,224/-, subsequent work order was issued vide Work order No: SECL/GA/SO(E&M)/21-22/WO/255 dtd. 24.02.2022.

Further as per **sub-clause 6.1 of clause 6 of "General Terms and Condition"** of the tender under heading "**Time for completion of contract, Extension thereof, Defaults and Compensation for Delay**" the contractor M/s. Vista Buildcon, Korba had to commence the work within 10 days of issuance of the said LOA & LOI or from the date of site handover, whichever is later.

In accordance with the terms and conditions of the contract, letter No: 2649 dtd. 11.03.2022 was issued to M/s. Vista Buildcon, Korba for immediate commencement of work, however, Contractor did not commenced the work. Reminder letters vide ref. 2708 dtd. 19.03.2022, 2747 dtd, 24.03.2022 and final reminder letter vide ref.no. 2775 dtd. 30.03.2022 were also issued to M/s. Vista Buildcon, Korba requesting to commence the work immediately.

After many correspondences, M/s. Vista Buildcon, Korba commenced the work on 16.04.2022. Although the work was started but performance and availability of the JCB provided by the Contractor has remained constantly poor, which has been regularly informed to M/s. Vista Buildcon, Korba vide Letter No: B-347 dtd. 29.11.2022, B-15 dtd. 20.01.2023, B-21 dtd. 25.01.2023, B-22 dtd. 28.01.2023, 978 dtd. 28.01.2023, 2041 dtd. 02.02.2023, B-34 dtd. 05.02.2023 and 2129 dtd. 10.02.2023. During the breakdown period of JCB, M/s. Vista Buildcon, Korba did not provided any substitute JCB. Unfortunately, the Contractor stopped the work at site from 25.01.2023 without any information and suitable arrangement. Again Contractor was requested to start the work vide letter Nos. B-21 dtd. 25.01.2023, B-22 dtd. 28.01.2023, 978 dtd. 28.01.2023.

When all the above-mentioned correspondences yield no result, observing the principle of Natural Justice the SECL Gevra Area Management served the show cause notice vide letter No: SECL/GA/SO(E&M)/22-23/2359 dtd. 15.03.2023 along with offer of Personnel hearing to the contractor to explain the reason of non-compliance to the Terms and Condition of the contract within 15 days after receipt of said letter. However, M/s. Vista Buildcon, Korba neither replied to the show cause notice nor appear before the authority for personal hearing against the opportunity provided.

As the Contractor M/s. Vista Buildcon, Korba did not start the work or replied to the letters, the SECL, Gevra Area Management has no option left other than to take action on the Contractor as per condition of Contract.

The unsatisfactory performance of work by M/s. Vista Buildcon, Korba has violated the following conditions of the NIT and subsequent clauses of General Terms and Condition of the Tender. The relevant clause of the tender is quoted below for reference -

**Quote**

**a) Clause no. 10 – Termination, Cancellation, Suspension and Foreclosure of Contract:-**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whenever the date of completion has or has not elapsed, by notice in writing if the contractor:-

- i) **10 (b)** - Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing.

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b) **10.2** – 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:

i) Forfeiture of Security deposit comprising of performance guarantee and retention money, at the disposal of the employer

OR

ii) 20% of the 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.

c) **Clause No: 6** – Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay-

i) **6.2.2** – The company, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

ii. **6.2.3** – The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

iii) **6.2.4** – In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

Unquote

In view of the deliberation made above, due to failure on the part of the Contractor, the work of Coal dispatch to Consumer from Silos has suffered badly and for maintaining smooth operation of plant, Gevra Area Management has decided to take following action on the Contractor :-

- a. To termination of the work awarded against Work order No: SECL/GA/SO(E&M)/21-22/WO/255 dtd. 24.02.2022.
- b. To Forfeit performance security deposit of Rs. 45,224/- only and retention money @5% deducted and to be deducted from the bills of the firm in respect of order No: 255 dtd. 24.02.2022, since 20% of the balance work is less than submitted PSD + retention money.
- c. To debar the Contractor M/s. Vista Buildcon, Ramayan, Kosabadi, Korba, Distt.- Korba, Chhattisagrh – 495677 from being eligible to participate in future tenders in SECL for a period of one year in accordance with clause no: 6.2.4 of NIT, ITB.

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Accordingly, letter for termination of work order was issued to firm M/s. Vista Buildcon, Korba vide letter reference no. SECL/GA/SO(E&M)/22-23/69 dtd. 13.04.2023 terminating the work against work order No. SECL/GA/SO(E&M)/21-22/WO/255 dtd. 24.02.2022 with imposing penalty of forfeiture of Performance Security deposit and Retention money.

The termination of contract has led to wastage of valuable time and efforts of management and delay in execution of cleaning work which was important to maintain coal dispatch to the consumer from Silos which has further resulted into loss of the company.

Now from this letter, the proprietorship firm **M/s. Vista Buildcon** with Registered address – Ramayan Kosabadi, Korba, District- Korba (C.G.), Postal code- 495677 having Proprietor – Parimal Tiwari, PAN No. ARFPT6892D is hereby **banned/debarred from being eligible to participate in future tender of SECL for a period of 01 (One) year with immediate effect.**

This issue with the approval of Competent Authority.

  
4/8/2023

General Manager/Staff Officer(E&M),  
SECL, Gevra Area

Copy to:

1. TS to DT(O), SECL HQ, Bilaspur – For kind information
2. TS to DT(P&P), SECL HQ, Bilaspur – For kind information
3. GM(Vigilance), SECL, Bilaspur – For kind information
4. General Manager(E&M)/HOD, SECL
5. All the HODs, SECL, Bilaspur.
6. GM(System), SECL, Bilaspur
7. GM(MM)/HOD, SECL, Bilaspur.
8. CGMs / GMs, all Areas SECL including CSKB, CWS Korba, CEWS Gevra & DCC.
9. SO(E&M)/SO(Excv)/SO(Civil), all Areas SECL including CSKB, CWS Korba, CEWS Gevra & DCC.
10. Case file.