



CCL

A Miniratna cat-I company

सेंट्रल कोलफील्ड्स लिमिटेड

(कोल इंडिया की अनुषंगी इकाई)

दरभंगा हाउसरांची- 834 029

CENTRAL COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

E&M ENGINEERING DEPARTMENT

DARBHANGA HOUSE, RANCHI 834001

दूरभाष/Phone : 8987784113

वेबसाइट/Website : <https://www.centralcoalfields.in>

Email Id- gmenm.ccl@coalindia.in

Ref. No.: GM(E&M) | Solar power | 2021 | SIS-595

Dated : 19-09-2021

Urgent/Registered post/E-Mail

To,
SCC Infrastructure Pvt. Ltd.
104, Sumel-II, Nr. Gurudwara, Sarkhej-Gandhinagar Highway,
Thaltej, Ahmedabad – 380054.
E-mail: tenders@sccinfrastructure.com
Mob. No.: 9824023891

Order for Debarment of SCC Infrastructure Pvt. Ltd. for a period of One Year & Cancellation of work order alongwith forfeiture of EMD amount to Rs. 50,00,000.00.

Name of Work: Development of 20 MW Solar PV Project at Central Coalfields Limited (CCL) CHP/PPP Piparwar, Jharkhand.

Ref. e-Tender Notice No.: GM(EnM)/NIT/Solar/19/3004 dated 04.12.2019.

Tender ID: 2019_CCL_157726_1

Ref: Our letter No SO(E&M)/PPR/20-21/579 dated 26.12.2020 & e-mail dated 07.01.2021

Dear Sir,

You have been awarded the work "Development of 20 MW Solar PV Project at Central Coalfields Limited (CCL) CHP/PPP Piparwar, Jharkhand" vide ref. no. GM(E&M)/Work Order/Solar/20/2541-53 dated 08.12.2020 & Corrigendum to Letter of Award/Work order vide no. GM(E&M)/WorkOrder/Solar/20/2561-73 dated 09.12.2020. Despite of reminder vide Our letter No SO(E&M)/PPR/20-21/579 dated 26.12.2020 & e-mail dated 07.01.2021 to submit the Contract Performance Guarantee/Security Deposit within one month of issuance of work order, you have failed to submit the aforesaid Contract Performance Guarantee/Security Deposit and thus have violated the following provisions of NIT & Tender document.

Clause No. 1 of work order including the Corrigendum:

Quote

"You have to deposit a sum of Rs. 8,46,27,297.00 (Rupees Eight Crore Forty Six Lakhs Twenty Seven Thousand Two Hundred Ninety Seven) only as 10% of the Contract Price within 30 days of issuance of LOA, as per Clause 2 of Special Conditions of Contract of the NIT.

In case the successful bidder fails to submit the Contract Performance Security within stipulated time then the award of work shall be cancelled with forfeiture of bid security /earnest money. In addition, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in CCL for a minimum period of 12 (Twelve) months."

Unquote

Relevant para of **Letter of Bid** submitted by you related to submission of Performance Security clearly specifies as under:

Quote

"Should this bid be accepted, we agree to furnish Performance Security within 30 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12 months."

Unquote

Clause No. 2 of Special Conditions of Contract of NIT regarding Contract Performance Guarantee/Security Deposit:

Clause No. 2 of Special Conditions of Contract of NIT

Quote

3.0 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT

3.1

3.1.1 Performance Security should be 10% of contract amount and should be submitted by the successful bidder within 30 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.

- a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank Guarantee issued by outstation bank shall be operative at its local branch at Ranchi (Jharkhand)

- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

- Demand Draft drawn in favour of Central Coalfields Ltd. on any Scheduled Bank payable at its Branch at Ranchi.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the agreement and furnished the required performance security/1st part of security deposit.

The bid Security deposited may be adjusted against the performance security (1st part of security deposit) at bidder's option.

3.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either -

a) at Bidder's option by a Scheduled Bank as per provisions of Cl.3.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

b) by a foreign bank located in India and acceptable to the employer.

(ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of "Central Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)".

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	HQ
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, ranchi - 834002
	SFMS Code/IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

- 3.2** The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 3.3** Performance Security shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.
1. Performance security submitted in the form of BG shall be valid for 90 days beyond defect liability period. The Defect Liability period in this case shall be one year after satisfactory trial operations.
- 3.4** The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
- (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of defect liability.
- 3.5** The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.
- 3.6** All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at Ranchi.
- 3.7** The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 3.8** The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the defect liability period. Any defect/defects in the work, if detected during defect liability period shall be rectified to the satisfaction of the Engineer-in- Charge within the said defect liability period or its due extension till completion of the rectification works as required.

3.9 Failure of the successful Bidder to comply with the requirements of Sub- Clause 3.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

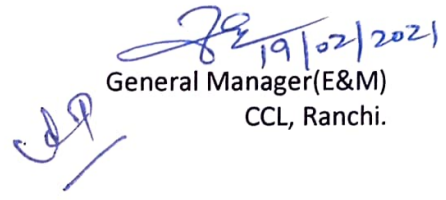
Unquote

In view of above clauses of work order, Letter of Bid and Special Conditions of Contract of NIT, following penalty is hereby imposed on you from the date of issue of this letter:

- 1) Cancellation of Letter of Award/Work Order vide no. GM(E&M)/Work Order/Solar/20/2541-53 dated 08.12.2020 & Corrigendum to Letter of Award/Work order vide no. GM(E&M)/WorkOrder/Solar/20/2561-73 dated 09.12.2020.
- 2) Forfeiture of Earnest Money of Rs. 50,00,000/- deposited by M/s SCC Infrastructure Pvt. Ltd. during online submission of Bid.
- 3) Debarring M/s SCC Infrastructure Pvt. Ltd. to take part in future re-tender.
- 4) Debarring M/s SCC Infrastructure Pvt. Ltd. from participating in future tenders of CCL for a period of 12 months.

This issues with competent approval.

Yours Sincerely,


General Manager(E&M)
CCL, Ranchi.

Copy to :

1. Chief Vigilance Officer - CIL, Coal Bhawan, Premise no. 04 MAR Plot no.AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156.
2. CVO, CCL HQ., Ranchi.
3. TS to CMD, CCL HQ., Ranchi.
4. TS to D(P), CCL HQ., Ranchi.
5. TS to DT(O), CCL HQ., Ranchi.
6. TS to DT(P&P), CCL HQ., Ranchi.
7. TS to D(F), CCL HQ., Ranchi.
8. GM(E&M)/HOD, All subsidiaries of CIL -CIL, BCCL, CMPDIL, ECL, MCL, NCL, SECL, WCL, Coal India Africana Limited.
9. All HOD of respective Departments – CCL HQ., Ranchi.
10. Area GMs of All Areas - Argada, Barka-Sayal, B&K, CWS Barkakana, Dhori, Giridih, Hazariabgh, Kuju, Kathara, Magadh & Sangmitra, Amrapali & Chandragupta, Piparwar, NK, Rajrappa, Rajhara.
11. Area SO(E&M)s of All Areas -Argada, Barka-Sayal, B&K, CWS Barkakana, Dhori, Giridih, Hazariabgh, Kuju, Kathara, Magadh & Sangmitra, Amrapali & Chandragupta, Piparwar, NK, Rajrappa, Rajhara.
12. Dy. Manager (Fin), Cash Section, CCL, Ranchi- for forfeiture of EMD against CR no. RAB/20-21/002687 dated 16.12.2020.