भारत कोकिंग कोल लिमिटेड
(एक मिनी रत्न कंपनी)
(कोल इण्डिया लिमिटेड की सहायक कंपनी)
कॉ०प०सं० U10101JH1972GOI000918
संविदा प्रबंधन प्रकोष्ठ
पंजीकृत कार्यालय: कोयला भवन,
कोयला नगर, धनबाद – ८२६००५, झारखण्ड
टेलीफोन/फैक्स – ०३२६-२२३०२०६
वेबसाईट : www.bcclweb.in
ई०मेल - gmcmc.bccl@coalindia.in

BHARAT COKING COAL LTD.
(A Mini Ratna Company)
(A Subsidiary of Coal India Ltd.)
CIN U10101JH1972GOI000918
Contract Management Cell
Registered Office:KoylaBhawan,
Koyla Nagar, Dhanbad – 826005,
Jharkhand
Telephone/Fax – 0326-2230206
Website: www.bcclweb.in
E. mail –gmcmc.bccl@coalindia.in

Ref. No. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2021/...58... Date: 03/02/..2021

SPEED POST

To
S. G. Projects Ltd.
613, Jasmine Tower,
31, ShakeshpeareSarani,
Kolkata-17, West Bengal

Phone: 0326-91-2296464.
Mob: 9308031947.
E-mail: gpltcplbp@gmail.com.
gprojectsltd@gmail.com.

Sub: Debar from participating in future bids for 5 years

Ref:-

1. e-Tender Notice No.-H-HEMM-13;
2. Tender ID No.: 2018_BCCL_92385_1
3. NIT No.: BCCL/CMC/e-Tender/F-HEMM-OS/2018/12, Date: 06.01.2018
4. Name of the work: "Hiring of HEMM for removal of OB, extraction and transportation of Coal with fire-fighting from XVA, XV, XIV, XIII, XI/XII, XII, XI, XA, IX/X, X, IX, VIIIA, VIII/VII(T), VIII, VII(T) & V/VI Seams of AKJ-SIMLA Patch of Amalgamated East Bhuggatdih-Simlabahal Colliery of Bastacolla Area"
5. Show Cause notice issued to you vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/208 Date: 18.06.2020
6. Reminder to Show Cause Notice vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/229 Date: 04.07.2020
7. Your letter ref. no. NIL dt. 04.07.2020 for Extension of 60 days.
8. 21 days time extension vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/234 Date: 08.07.2020.
9. Reminder to Show Cause Notice vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/247 Date: 22.07.2020
10. Your letter ref. no. NIL dt.27.07.2020 for Extension of 45 days.
11. 45 days time extension vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/252 Date: 29.07.2020.
12. Reminder to Show Cause Notice vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/305 Date: 08.09.2020
13. Your letter ref. no. NIL dt. 12.09.2020 for Extension of more 60 days.
14. 15 days time extension vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/327 Date: 21.09.2020.
15. Your letter ref. no. NIL dt. 13.10.2020, reply to Show Cause Notice dated 18.06.2020.

Dear Sir,

An e-tender notice was floated vide reference number '1' & '2' as mentioned above. While examining the quoted price of the bidders it has been observed that, SGPL TCPL BP JV and Tribhuvan Carrier Pvt. Ltd had quoted exactly same price i.e. Rs. 2425,94,10,745.80 (Rupees two thousand four hundred twenty-five Crore ninety-four lakhs ten thousand seven hundred forty-five and eighty paisa only).

On further examination, it has been found that said "Tribhuvan Carrier Private Limited" (TCPL) is one of the partner in the said JV. This is in violation of the provision of one bid per bidder under clause '4' of Instruction to bidders of the tender document of the subject tender, which reads as below:

Quote....

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint Venture / Consortium or a Public Ltd./ Private Ltd. company. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

.....Unquote

Attention is invited towards clause '5' of "ANNEXURE-J: JOINT VENTURE/CONSORTIUM AGREEMENT", which was uploaded and duly signed by all members of JV. Said Clause '5' reads as below:

Quote.....

5. JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

.....Unquote

Thus, the said JV has been found responsible for violation said clause '4' of "Instruction to Bidders". S. G. Projects Ltd.is also liable for said violation as per said clause '5': "JOINT AND SEVERAL LIABALITIES".

In this regard attention is further invited towards the "ANNEXURE-A: LETTER OF BID" which was uploaded and digitally signed by Shri Ajay Singh, holder of 'Power of Attorney' on behalf of SGPL TCPL BP JV which reads as below:

Quote.....

"This has reference to above referred bid. We have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

We are pleased to submit our bid for the above work. We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

We here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against us for which We shall have no claim against Bharat Coking Coal Limited....."

.....Unquote

Vide said Annexure-A, SGPL TCPL BP JV certified that they had read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully and unconditionally accept the same.

Furthermore, Tribhuvan Carrier Pvt. Ltd submitted exactly same price as that of said JV. Besides that, neither SGPL TCPL BP JV nor Tribhuvan Carrier Pvt. Ltd participated in the reverse auction. These evidences indicate that SGPL TCPL BP JV had colluded with Tribhuvan Carrier Pvt. Ltd during bidding. All these led ultimately to cancellation of tender and opportunity loss to the company. Had the tender been successful, coal production would have been started from said patch.

In this regard, it is to point out here that "SGPL TCPL BP JV" had also uploaded duly signed 'Integrity Pact'. Clause 3.6 of said Integrity Pact under the heading "Commitments of BIDDERS" states as under:

Quote.....

"3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract."

.....Unquote

Thus, above acts on the part of "SGPL TCPL BP JV" and TCPL amounts to violation of the said clause 3.6 of the Integrity Pact. S. G. Projects Ltd.being a constituent member is also responsible as per said clause '5' of "ANNEXURE-J: JOINT VENTURE/CONSORTIUM AGREEMENT".

This was viewed seriously by the management. Accordingly, a Show-cause notice was issued vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/208 dated 18.06.2020 asking to submit reply within 21 days of issue of said notice.

Subsequent to issuance of show cause notice, upon your request additional time of 21 days and 45 days were granted to enable you in submission of reply. It would be relevant to mention herein that, a total of 87 days' time has already been provided to you for submission of reply to said show cause notice dated 18.06.2020.

Upon careful consideration of your request letter ref. no. NIL dated 12.09.2020 under ref. 13, for grant of additional 60 days' time for submission of reply, the same appeared to be excessive, as 87 days' time has already been provided to enable you in submission of reply. However taking into consideration the principles of natural justice, as last opportunity, additional time of 15 days was granted vide ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./ SGPL/2020/327dated 21.09.2020 to enable you to submit the reply. It was also made clear to you that no further extension will be provided.

In view of above, you were requested to submit the reply of the show cause notice within extended period of 15 days i.e. on or before 06.10.2020. It was also conveyed that, in case of failure to submit reply to show cause within the extended time period i.e. upto 06.10.2020, it shall be presumed that you have nothing to say in your defense and appropriate action as deemed fit would be taken on the basis of relevant terms and conditions of the NIT/Tender document and manuals of Coal India Ltd.

It was also made clear in the same letter that this extension of time is being provided to you as last opportunity and further no request for time extension would be considered.

You failed to submit the reply to the Show Cause notice ref. no. BCCL/CMC/F-HEMM-OS/Sh.Ca./SGPL/2020/208 dated 18.06.2020 till due date i.e. 06.10.2020. However, later, on 13.10.2020, your reply to Show Cause Notice was received through email. Considering the natural justice, BCCL management, decided to take your reply in cognizance and analyze the same.

On analysis, it is observed that no satisfactory statement of defense has been found in the reply submitted by you.You simply took the plea that you had not participated as independent bidder and hence, you should not be penalized. This plea is not acceptable as you had participated as members of Joint Venture and as per "clause '5' of Annexure-J: JOINT VENTURE/CONSORTIUM AGREEMENT", there is joint and several liability of members of JV.

As per point 12 of Integrity Pact under heading 'validity', the validity of Integrity Pact is applicable from the date of its signing and shall expire after Six (06) months in case of unsuccessful bidder. The irregularities of SGPL TCPL BP JV has been committed during this period only.

The acts on the part of SGPL TCPL BP JV and its constituent members attracts penal actions under Clause '6' under the heading "Sanctions for Violations" of 'Integrity Pact' duly signed and accepted by SGPL TCPL BP JV. S. G. Projects Ltd. being a constituent member is also responsible. The said Clause '6' is quoted below:

Quote.....

"6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

- *i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.*
- *ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.*
- *iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.*
- *iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.*
- *v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.*
- *vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such*

  cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- *vii) To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.*

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Guarantee/ Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf, (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact. "

.....Unquote

Thus, in view of the seriousness and gravity of the acts on the part of "SGPL TCPL BP JV" and S. G. Projects Ltd. being its constituent member, the competent authority of Bharat Coking Coal Limited has taken decision to debar S. G. Projects Ltd. from participating in future bids in all tenders of BCCL for a period of 5 (five) years.

Accordingly, being a constituent member of "SGPL TCPL BP JV" you are hereby debarred from participating in future bids in all tenders of BCCL, in individual capacity or as a joint venture, for a period of 5 (five) years from the date of issue of this order.

This issues with the approval of competent authority.

Sincerely

Sd/-
GM (CMC), BCCL

Copy for kind information to :

1. CMD/D(F)/D(T) Op./D(T) P&P BCCL
2. CVO BCCL for kind information
3. GM(CMC), CIL, Kolkata
4. GM(CMC) ECL/CCL/SECL/WCL/MCL/NCL/NEC
5. All HODs, BCCL HQ
6. All Area GMs of BCCL
7. GM(System)- for uploading on BCCL Website
8. Office Copy

03/02/2021

GM (CMC), BCCL