वेस्टर्न कोलफील्ड्स लिमिटेड
एक मिनिरत्न कंपनी
कोल इंडिया लिमिटेड का एक उपक्रम
पंजीकृत कार्यालय: कोल इस्टेट, सिविल लाईन, नागपुर 440 001
वेबसाईट: westerncoal.in सीआईएन : U10100MH1975GOI018628
क्षेत्रीय महाप्रबंधक का कार्यालय
पेंच क्षेत्र, परासिया जिला छिंदवाडा (म.प्र.) 480441
नागरिकी विभाग

Western Coalfields Limited
(A Miniratna Company)
(A Subsidiary of Coal India Limited)
Registerd Office: Coal Estate, Civil Line, Nagpur 440 001
Website: westerncoal.in CIN: U10100MH1975GOI018628
OFFICE OF THE GENERAL MANAGER
Pench Area, Parasia, Distt. Chhindwara,(M.P.) 480441
CIVIL DEPARTMENT

संदर्भ /Ref No. WCL/PENCH/Civil/2026-27/ 778

दिनांक: 20/11/2026

To,

M/s. Sunil Construction
Damua No. 08,292
Ward No. 10 Zone 01 Damua
Distt. Chhindwara(M.P), 480555
Email: sunilgohe665@gmail.com
Mobile No. 6265161573

Subject: Banning of Contractor M/s Sunil Construction (Proprietor of firm: Shri Sunil Gohe, PAN No.BDWPG9170M), from participation in future tenders in WCL for a period of one year.

Name of the Work: **Cleaning of all toilets, sweeping and mopping of floor area of Manager office, Sub Area Manager Office, Canteen, Magazine office and CISF Check-post at Urdhan OCM and Nehariya UGM for a period of Two (02) years under Nehariya Sub Area.**

Ref:
1. NIT no.: **Pe3350-civ-s-GeM-003-2026-27 Dt. 30.04.2026**
2. Tender ID- GEM/2026/B/7490147
3. Award letter no. वेकोलि/पेच/अमलाधिकारी (नाग)/ए.एल./C-2845/2026-27/204 दिनांक : 12.06.2026
4. Show cause notice no - WCL/PENCH/Civil/2026-27/322 dated 28.07.2026

Dear Sir,

Whereas the WCL was desirous of execution of the subject work, accordingly NIT vide Tender Notice No.: **Pe3350-civ-s-GeM-003-2026-27 Dt. 30.04.2026** (GEM/2026/B/7490147), was issued.

AND WHEREAS in response to acceptance of your offer by the competent authority, LOA was issued vide LOA No. वेकोलि/पेच/अमलाधिकारी (नाग)/ए.एल./C-2845/2026-27/204 दिनांक : 12.06.2026

AND WHEREAS you were required to submit the performance security & Additional Performance Security within 21 days of issuance of LOA as per Clause No. 6 of LOA and Clause 4.2 & 4.8 of Conditions of Contract but you failed to do so.

AND WHEREAS following letters were issued to you, regarding submission of performance security & Additional Performance Security but no response has been received from your end:

1. Letter No. WCL/Pench/SO(Civil)/C-2845/2026-27/235 dtd. 23.06.2026
2. WCL/Pench/SO(Civil)/C-2845/2026-27/254 dtd. 30.06.2026

AND WHEREAS by non-submission of performance Security & Additional Performance Security within the prescribed limit you have violated clause No. 6 of LOA and clause No. 4.2 & 4.8 of Conditions of Contract, which are reproduced below:

Clause 6 of LOA:-

In case you fail to submit the Performance Security, if any, within the stipulated time of 21 days:

a. then the award of work shall be cancelled with forfeiture of the bid security/ earnest money.

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b. Additionally, the company shall ban such defaulting contractor from participating in future tend... concerned subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter."

Clause 4.2 of Conditions of Contract :-

"4.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- Performance Security should be 5% of contract amount excluding GST and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:
- Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO
- a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at Nagpur. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/ Bid Security deposited is to be returned to the contractor after submission and acceptance of Performance Security.

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

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 Commercial Bank, or

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

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted.

Thus, any BG issued by foreign bank from outside India shall not be accepted.

The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract /extended contract period (if any)", whichever is more.

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "Western Coalfields Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "_____" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: ICICI Bank Limited
Branch: Civil Lines, Nagpur
IFSC Code: ICIC000059 Account No.: 005905018053
Customer ID: 556096497
Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of Western Coalfields Limited.

In case the successful Bidder fails to submit the Performance Security within the stipulated time then the following actions shall be taken:

i. Cancellation of award of work
ii. Forfeiture of the Earnest Money/ Bid Security
iii. Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
iv. The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/ Partnership firm.

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When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then CIL/ Subsidiary shall be at liberty to encash the BG.

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

Clause 4.8 of Conditions of Contract :-
Consideration of Abnormally Low Bids

In case of Abnormally Low Bid, CIL/ Subsidiary may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, CIL/ Subsidiary determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, CIL/ Subsidiary may reject the bid / Proposal.

Additional Performance Security (APS) shall be applicable if the quoted price (excluding GST) is below 15% of the updated/justified cost (excluding GST) finalized by the Procuring Entity. The amount of such APS shall be the difference between 85% of the updated/justified cost (excluding GST) finalized by the Procuring Entity and quoted price (excluding GST).

1. The updated/justified cost is the estimated cost put to tender.

Additional Performance Security (APS) shall be furnished by the bidder along with normal Performance Security as per Clause No. 4 of GTC.

In case the successful Bidder fails to submit the Additional Performance Security within the stipulated time then the following actions shall be taken:

i) Cancellation of award of work.
ii) Forfeiture of the Earnest Money/Bid Security.
iii) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
iv) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary /CIL HQ for a period of minimum one year from the date of issue of such letter.

Note: However, debarment shall be done as per Guidelines on Debarment of firms from Bidding. The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more.

This Additional Performance Security will not carry any interest and shall be released in the following manner:
i. 30% of Additional Performance Security will be released after 60% of the total work is completed.
ii. 50% of Additional Performance Security will be released after 80% of the total work is completed.
iii. 100% of Additional Performance Security will be released after total work is completed.
In case of CC/BT Roads total work should be read as total construction work where maintenance is included along with construction work and APS shall be released in the above prescribed manner.
In case of Haul Roads total work should be read as total construction work and maintenance work where maintenance is included along with construction work and APS shall be released in the above prescribed manner.

In view of the above and as per Clause 4.2 &4.8 of the Conditions of Contract, the work has been rescinded/cancelled vide office order no. WCL/PENCH/SO(CIVIL)/2026-27/300 dated 18.07.2026 with the approval of the competent authority and the following actions have already been taken against you:

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a. The LOA issued vide no वेकोलि/पेच/अमलाधिकारी (नाग)/ए.एल./C-2845/2026-2[illegible] दिनांक : 12.06.2026 has been cancelled/Rescinded.
b. You have been debarred from participating in future re-tendering process of this work.

20. Guidelines on Debarment of firms from Bidding-
Quote

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
i) Withdrawal of Bid as per relevant provisions of tender document.
ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
iii) If L-1 Bidder fails to start the work on scheduled time.
iv) In case of failure to execute the work as per mutually agreed work schedule.
v) Continued and repeated failure to meet contractual Obligations:
a. In case of partial failure on performance, agency shall be debarred from future participation intenders keeping his present contract alive.
b. On termination of contract.
vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
x) Contractor fails to renew the securities deposited to the department.
xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
xiii) Any other breach of Contractor misdeed which may cause financial loss or commercial disadvantage to the Company.
xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
xv) False declarations w.r.t Make in India Order.
xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.
xvii) In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

Unquote

In view of the above, a Show Cause Notice was issued to you vide letter no: WCL/PENCH/Civil/2026-27/322 dated 28.07.2026 as to why the following proposed action should not be taken against you:

(i) Banning from participation in future tenders of WCL /CIL HQ for a period of minimum one year.

You have neither submitted a reply to the Show Cause Notice nor attended the office for personal hearing within the stipulated period specified in the Show Cause Notice.

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Consequently, it has been established that you have committed the default of non-submission of Performance Security Amount and Additional Performance Security Money within the stipulated time period as per the LOA of subject work.

Due to this default on your part, the competent authority of WCL has approved the following penal action against you in accordance with the guidelines for banning of business as provided in the NIT/contract:

Banning of M/s Sunil Construction (Proprietor of firm: Shri Sunil Gohe, PAN No.BDWPG9170M) from participation in future tenders of WCL for a period of one year from the date of issue of this letter.

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Staff Officer (Civil)
Pench Area

Copy to:

1. Director (T/P&P), WCL - For kind information
2. GM-All areas/ Units of WCL
3. GM (Fin)/GM(E&M)/GM(CMC)/, WCL
4. GM (System), WCL HQ-with a request to publish in website of WCL
5. GM (MM), WCL HQ - with a request to ban the bidder in the tender portal
6, SO (Civil)- All areas/ Units of WCL