

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III Action Area – 1A, New Town, Rajarhat, Kolkata: 700156 Phone: 033-71104198 e-mail: gmcmc.cil@coalindia.in
--	---	--

Ref. No: CIL/GM(CMC)/2022/ 1747

Date: 13.06.2022

To
 The General Manager (CMC)
 ECL/BCCL/CCL/NCL/WCL/SECL/MCL
 The General Manager, NEC.

Sub: Clause No. 5.1 of Conditions of Contract - General Terms and Conditions (Section-6) of Contract Management Manual (CMM)-April 2022 - Regarding

Dear Sir(s),

Please refer to letter No. CIL/GM(CMC)/2021/1579 dated 17.11.2021 (enclosed) in which amendment in Clause No. 5.1 of Conditions of Contract - General Terms and Conditions (Section-6), Chapter-6 of Contract Management Manual (CMM) was communicated to the Subsidiaries.

However, in Chapter-6 of Contract Management Manual (CMM)-April 2022 published and communicated to the Subsidiaries by e-mail at 4.37 PM on 31.05.2022, an inadvertent typographical error has been detected in Note to Clause No. 5.1 of Conditions of Contract - General Terms and Conditions (Section-6) and hence the same may be read as under:

Sl. No.	Clause No.	As mentioned in Chapter-6 of Contract Management Manual- April 2022	To be read as
6	<u>CHAPTER- 6 OF CMM (April 2022)</u> <u>Page 53</u> Note to Clause 5.1 of CONDITIONS OF CONTRACT - GENERAL TERMS AND CONDITIONS (Section – 6)	"Note (Not part of tender document): The shifting of place of work should not allow / accrue any extra benefit to the Contractor. Such change of site to be approved by CMD of Subsidiary Company with intimation to the Board."	"Note (Not part of tender document): The shifting of place of work should not allow / accrue any extra benefit to the Contractor."


Inconvenience caused due to the above is regretted.

Encl: As above


 13/06/2022
 GM (CMC)
 CIL

Copy to:

1. All HoDs, CIL
2. Office Copy

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III Action Area - 1A, New Town, Rajarhat, Kolkata: 700156 Phone: 033-71104198 e-mail: gmcmc.cil@coalindia.in
---	---	--

Page-1

Ref. No: CIL/GM(CMC)/2021/ 1579

Date: 17.11.2021

To

The General Manager (CMC)

ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDI

The General Manager, NEC.


Sub: Modifications in the provisions of Chapter- 3 & 6 of CMM

Dear Sir(s),

In view of the Joint representations of the Working Contractors dated 30.12.2021 to the Chairman, CIL on the issues of existing Price Variation clause, delay in contract finalization, allocation of alternate site, penalty provision on shortfall quantity etc., a proposal on "Modifications in the provisions of Chapter - 3 & 6 of CMM based on the recommendations of a constituted Committee, was put up to the Competent Authority and the following has been approved.


Sl. No.	Clause No.	Existing Clause	Modifications approved
1	<u>CHAPTER-6 OF CMM</u> 19.02 of SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN AND 32.02 of SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION	<p>The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.</p> <p>The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the work done during the previous three months. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.</p>	<p>The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.</p> <p>The compensation of Price variation shall be worked out at <u>monthly</u> intervals and shall be with respect to the work done during the previous <u>month</u>. The first such payment shall be made at the end of <u>one month</u> after the month (excluding) in which the tender was accepted and thereafter at <u>monthly</u> interval.</p>

[Signature]
17-11-21

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III Action Area - 1A, New Town, Rajarhat, Kolkata: 700156 Phone: 033-71104198 e-mail: gmcmc.cil@coalindia.in
---	---	--

Page-2

2	<u>CHAPTER-3 OF CMM</u> 37.02 of SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACTS	The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.	The base date for working out such price variation shall be the last date on which tenders were stipulated to be received. The compensation of Price variation shall be worked out at <u>monthly</u> intervals and shall be with respect to the work done during the previous <u>month</u>. The first such payment shall be made at the end of <u>one month</u> after the month (excluding) in which the tender was accepted and thereafter at <u>monthly</u> interval.
3	<u>CHAPTER-3 & 6 OF CMM</u> 4.4 of CONDITIONS OF CONTRACT- GENERAL TERMS AND CONDITIONS	All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as Retention Money and will be second part of security deposit. For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.	All Running on Account Bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit. For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.
4	<u>CHAPTER-3 & 6 OF CMM</u> 4.5 of CONDITIONS OF CONTRACT- GENERAL TERMS AND CONDITIONS	Refund of Security Deposit: The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On	Refund of Security Deposit: The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On


17-11-21



कोल इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

Coal India Limited

(A Government of India Enterprise)

CIN: L23109WB1973GOI028844

Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ

Contract Management Cell (CMC)

Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III

Action Area - 1A, New Town, Rajarhat, Kolkata: 700156

Phone: 033-71104198

e-mail: gmcml.cil@coalindia.in

Page - 3

		completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded. Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge) Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).	completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded. Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge) Retention Money (2nd part of security deposit) shall be refunded after 150 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).
5	CHAPTER-3 & 6 OF CMM Additional provision in GTC on time limit for closure of contract Clause No.17	No provision	The closure of contract shall be done within a period of 150 days after completion of the work.
6	CHAPTER- 6 OF CMM 5.1 of CONDITIONS OF CONTRACT - GENERAL TERMS AND CONDITIONS	5.DEVIATIONS/VARIATIONS IN QUANTITIES: Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract. 5.1 The Company through its Engineer-In-Charge or his representative shall, without radically changing the original scope and nature of the	5.DEVIATIONS/VARIATIONS IN QUANTITIES: Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract. 5.1 The Company through its Engineer-In-Charge or his representative shall, without radically changing the original scope and nature of the

[Signature]
17-11-21



कोल इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

Coal India Limited

(A Government of India Enterprise)

CIN: L23109WB1973GOI028844

Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ

Contract Management Cell (CMC)

Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III

Action Area - 1A, New Town, Rajarhat, Kolkata: 700156

Phone: 033-71104198

e-mail: gmcml.cil@coalindia.in

Page-4

contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-In-Charge or his representative on behalf of the Company.

Note: Change of site within the same mine because of geological disturbances, non-shifting of houses, non-availability of FC in time, some EC restrictions etc. or as decided by the Subsidiary Board depending upon the prevailing local conditions, for the purpose of clause 5.1 of CMM, shall not be considered as radical change in the original scope and nature of the contracted work.

However, if change of site relates to other mine of same Area and/or same Coalfield due to situations as enumerated above may be decided the concerned Subsidiary Level.

contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-In-Charge or his representative on behalf of the Company.

Note: Change of site within the mines of same Area because of geological disturbances, non-shifting of houses, non-availability of FC in time, some EC restrictions etc. shall not be considered as radical change in the original scope and nature of the contracted work, for the purpose of clause 5.1 of CMM and shall be approved by CFD of Subsidiary Company. Such change of site shall not require consent of the Contractor. CFD of the Subsidiary Company may approve change of site in other situations also, depending upon the prevailing local conditions.

However, if change of site relates to mine outside the Area but in the same Coalfield due to situations as enumerated above, may be decided by the CFD of the Subsidiary, with the consent of the Contractor.

Signature
17-11-21



कोल इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

Coal India Limited

(A Government of India Enterprise)

CIN: L23109WB1973GOI028844

Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ

Contract Management Cell (CMC)

Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III

Action Area - 1A, New Town, Rajarhat, Kolkata: 700156


Phone: 033-71104198

e-mail: gmcmc.cil@coalindia.in

Page-5

	<p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.</p> <p>In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine to achieve the quantity limited to mutually agreed time and progress chart/NIT. No sooner the adequate hindrance free space at original site is available, the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.</p> <p>"Note (Not part of tender document): The shifting of place of work should not allow / accrue any extra benefit to the Contractor. Such change of site to be approved by CMD of Subsidiary Company with intimation to the Board."</p>	<p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.</p> <p>In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine to achieve the quantity limited to mutually agreed time and progress chart/NIT. No sooner the adequate hindrance free space at original site is available, the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.</p> <p>"Note (Not part of tender document): The shifting of place of work should not allow / accrue any extra benefit to the Contractor."</p>
--	---	---


Handwritten signature
17-11-21

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III Action Area - 1A, New Town, Rajarhat, Kolkata: 700156 Phone: 033-71104198 e-mail: gmcmc.cil@coalindia.in
---	---	--

Page-6

7	CHAPTER-3 & 6 OF CMM Additional provision in GTC on Grievance Redressal on imposition of penalty - Clause No.18	No provision	In case of any grievance on shortfall penalty, the Contractor may appeal to the Director (Technical) of the Subsidiary Company. Director (Technical) and Director (Finance) shall jointly dispose off the appeal within 15 days by passing suitable order based on the merit of the case. No further committee shall be constituted for redressal of such grievance.
---	--	--------------	--

This is for your information and needful action.


 S. K. Kundu
 GM (CMC), CIL

Copy to: -

1. ED (Coordination) CIL/ TS to Chairman, CIL
2. TS to D(T), CIL
3. TS to Dir (Fin.), CIL
4. Office File