	<b>कोल इंडिया लिमिटेड</b> (भारत सरकार का उपक्रम) <b>Coal India Limited</b> (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	<b>संविदा प्रबंधन प्रकोष्ठ</b> <b>Contract Management Cell (CMC)</b> 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
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Ref. No: CIL/GM (CMC)/2022/ **1784**

Date: 03.08.2022

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

**Sub: Amendments approved in Chapter 3 & 6 of CMM regarding base date for working out compensation / recoveries due to price variation**

Dear Sir(s),

A proposal on the subject mentioned above was submitted in the 288<sup>th</sup> meeting of CFDs, CIL held on 25.07.2022. As communicated by the Company Secretary vide letter No. CIL:XI(D):04135:2022:28923 dated 02.08.2022, CFDs, CIL have approved the amendments in Clauses of Chapter 3 & 6 of Contract Management Manual (CMM) as mentioned in **Annexure-A** enclosed with this letter.

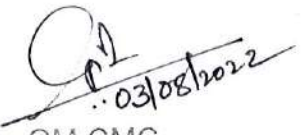
CFDs, CIL further advised to illustrate the manner in which the base date shall be fixed as under:

*"If bid submission date is 23<sup>rd</sup> July'2022 (say), then 14<sup>th</sup> July'2022 will be base date for working out compensation / recoveries due to price variation and it will remain unaffected even in the case of auto-extension of bid."*

This is for your information and further necessary action.

Yours faithfully,

Encl: As above

  
 03/08/2022  
 GM CMC  
 CIL

Copy to:

1. ED (Co-ordination), CIL / TS to Chairman, CIL
2. TS to D(T), CIL
3. Office file

## Change in the base date for working out compensation / recoveries due to price variation.

Clause No.	Existing Provision	Approved amendments
19.02 of SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN of Chapter-6 of CMM	<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 monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.</p>	<p>The base date shall be the 10<sup>th</sup> day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.</p> <p>The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.</p>
32.02 SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION of Chapter-6 of CMM	<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 monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month</p>	<p>The base date shall be the 10<sup>th</sup> day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.</p> <p>The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.</p>
37.02 of SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT of Chapter-3 of CMM	<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 monthly intervals and shall be with</p>	<p>The base date shall be the 10<sup>th</sup> day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.</p> <p>The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to</p>



	<p>respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.</p>	<p>the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.</p>
<p>Chapter 3 &amp; 6 of CMM</p> <p>23. EVALUATION AND COMPARISON OF BIDS</p> <p>Clause 23.6</p>	<p>23.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.</p> <p>[Note (Not part of the tender document): In compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the tender document with the approval of the next higher authority to the authority competent to finalize the particular tender.</p> <p>Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.</p>	<p>23.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.</p> <p>[Note (Not part of the tender document): In compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the tender document with the approval of the next higher authority to the authority competent to finalize the particular tender.</p> <p>Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.</p>



<p>Updated/justified cost shall be based on prevalent market rate of material components and Labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.</p> <p>Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.</p> <p>Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.</p> <p>Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (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.</p> <p>In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.]</p>	<p>Updated/justified cost shall be based on prevalent market rate of material components and Labour components as on the base date i.e., 10<sup>th</sup> day prior to the last date on which tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any), analysed as per standard analysis of rate adopted in the preparation of SOR.</p> <p>Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.</p> <p>Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.</p> <p>Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (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.</p> <p>In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.]</p>
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