


<p>सिविल अभियांत्रिकी विभाग, कोल इंडिया लिमिटेड (महारात्न कंपनी) कोल भवन, परिसर सं-4, एम.ए.आर, प्लॉट सं-ए.एफ-III, एक्शन एरिया- 1 ए, न्यू टाउन, राजारहाट, कोलकाता -700156 फोन: 033-7110 4180 फैक्स: 033-2324 6633 ई-मेल: gmcivil.cil@gmail.com वेब साइट : www.coalindia.in</p>	 महारात्न कंपनी A Maharatna Company	<p>CIVIL ENGG. DIVISION COAL INDIA LIMITED, (Maharatna Company) Coal Bhawan, Premises No.4, MAR, Plot No.AF-III, Action Area-1A, New Town, Rajarhat, Kolkata – 700156 TEL: 033-71104180 Fax: 033-2324 6633 E-MAIL: gmcivil.cil@coalindia.in WEBSITE: www.coalindia.in</p>
(एक ISO 9001:2015, ISO14001:2015 & ISO 50001:2011 प्रमाणित कंपनी)		

सन्दर्भ संख्या: सी.आई.एल/सिविल/31(Pt-1)/B/358

दिनांक : 15.06.2020

सेवा में,

General Manager(Civil)/General Manager(E&M)

BCCL Dhanbad, CCL Ranchi, CMPDI Ranchi, ECL Sanctoria, MCL Sambalpur, NCL Singrauli, SECL Bilaspur, WCL Nagpur,
GM, NEC, Margherita

Sub: Amendments in Manual for Civil Engineering Works (MCEW)

महोदय,

Functional Directors of CIL in its 229th meeting held on 5th June 2020 approved some amendments in Manual for Civil Engineering Works (MCEW). The minutes of 229th FDs meeting is attached for your reference.

The details of existing clause versus amended clauses of MCEW are attached in Annexure-I.

The above amendments will come into force with immediate effect.

Encl: As above

Yours faithfully

ओम प्रकाश मिश्रा

Dy.GM/HoD(Civil) 15/06/20

Distribution:

1. CVO, CIL
2. TS to Chairman, CIL
3. TS to CMD, BCCL/CCL/CMPDI/ECL/MCL/NCL/SECL/WCL
4. ED IICM, Ranchi
5. All HoDs of CIL
6. TS to D(F)/D(T)/D(P)/D(M), CIL
7. GM (Delhi)
8. All RSOs
9. All executives of department

ITEM NO.229.02**Sub: Amendments in Manual for Civil Engineering Works(MCEW).**

229.02 HoD(Civil) apprised FDs that a committee was constituted to give recommendations for amendments in different Manuals/guidelines of CIL pertained to Works and Service tenders. Some amendments were recommended by the committee related to Manual for Civil Engineering Works (MCEW). These recommendations were placed to CIL Board. CIL Board in its 400th Meeting held on 12th March'2020, authorized FDs to approve any modifications arising out of operational constraints/difficulties in CMM/MCEW/e-procurement guidelines for Works and Services of CIL subject to intimation to CIL Board in its next meeting. The recommendations of the Committee are proposed to be modified in line with approved amendments in 400th Board Meeting in CMM and e-procurement guidelines for Works and Services. The guidelines in Integrity pact and publication of tender circulated by GM (MM) were already adopted for works tenders.

Further, a Committee was constituted on 2nd April'2019 for updating Contract Management Manual(CMM), Manual of Civil Engineering Works (MCEW) and e-procurement guidelines for Works and Services due to change in GST rules. The recommendation of the Committee with respect to amendments in MCEW were also placed for consideration of FDs.

In addition, the following amendments in MCEW relating to formation of Tender Committee in line with revised DoP, increase or decrease in quantities for better clarity, Employment of Labour is proposed to be amended in line with amendments approved in Chapter 2, Registration of Contractors is proposed to be dropped as Registration process had been discontinued long back and presently the enrolment of bidder is being done online on e-procurement portal of CIL and to make Banning of Business clause part of tender document for ease of implementation are proposed.

He clarified that some modifications also proposed in line with recent modifications in CMM, revised DoP and CVC guidelines.

MV

Thereafter, he apprised the Committee the modifications in each clause of MCEW.

After detailed deliberations:-

- a) FDs approved the modifications as brought out in the agenda note.
- b) FDs also advised to standardize the SOR across CIL & Subsidiaries and to adopt 'percentage rate' tender as far as possible and
- c) Further, FDs also approved updated Manual for Civil Engineering Works incorporating all the amendments including consequential amendments due to adoption of e-procurement guidelines be circulated to Subsidiaries with the approval of Director (T) for implementation

Amendments in Manual for Civil Engineering Works (MCEW)

Sl No	Clause No.	Existing Provision	Amended Provision
1	Clause 4.07.2 of MCEW, Part-I, Page 35	<p>4.07.2 Performance Security should be 5% of contract amount and should be submitted <u>within 28 days of issuance of LOA</u> by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> • a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at..... • 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. • Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>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.</p> <p>The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.</p> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p> <ol style="list-style-type: none"> (a) at Bidder's option by a Scheduled Bank , or (b) by a foreign bank located in India and acceptable to the employer. <p>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.</p> <p><u>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.</u></p>	<p>4.07.2 Performance Security should be 5% of contract amount and should be submitted <u>within 21 days of issuance of LOA</u> by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> • a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at..... • 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. • Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>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.</p> <p>The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.</p> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p> <ol style="list-style-type: none"> (a) at Bidder's option by a Scheduled Bank , or (b) by a foreign bank located in India and acceptable to the employer. <p>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.</p> <p><u>In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid</u></p>

		<p>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.</p>	<p>security/earnest money.</p> <p><u>Additionally, the company shall ban 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.</u></p> <p><u>In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.</u></p> <p><u>"Note (Not part of tender document):-</u></p> <p><u>In the above case, banning shall be done as per Guidelines for Banning of Business.</u></p>
2	4.2 of Conditions of Contract, MCEW, Part-II, Page 31-32	<p>4.2 Performance Security should be 5% of contract amount and should be submitted <u>within 28 days of issuance of LOA</u> by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at..... <p>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</p> <ul style="list-style-type: none"> Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>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.</p> <p>The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.</p> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p>	<p>4.2 Performance Security should be 5% of contract amount and should be submitted <u>within 21 days of issuance of LOA</u> by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at..... <p>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</p> <ul style="list-style-type: none"> Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>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.</p> <p>The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.</p> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p> <p>(a) at Bidder's option by a Scheduled Bank , or</p>

		<p>(a) at Bidder's option by a Scheduled Bank , or (b) by a foreign bank located in India and acceptable to the employer.</p> <p>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.</p> <p><u>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/earnest money.</u></p> <p>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.</p>	<p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>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.</p> <p><u>In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.</u></p> <p><u>Additionally, the company shall ban 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.</u></p> <p><u>In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.</u></p> <p><u>"Note (Not part of tender document):-</u></p> <p><u>In the above case, banning shall be done as per Guidelines for Banning of Business.</u></p>
3	MCEW, Part-I, Page 54	<p>.....Even though the bidders meet the above qualifying criteria, they are subject to be disqualified: -</p> <p>(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.</p> <p><u>(ii) if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failure etc.....</u></p>	<p>.....Even though the bidders meet the above qualifying criteria, they are subject to be disqualified: -</p> <p>(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.</p>
4	Clause 3.5 of ITB, MCEW, Part-II, Page 9	<p>3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-</p> <p>(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.</p> <p><u>(ii) if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failure etc.</u></p>	<p>3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-</p> <p>(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.</p>
5	Clause 2 of Additional	2. Application of Price Variation Clause.	2. Application of Price Variation Clause.

	<p>Terms and Conditions, MCEW Part-II, Page 61-62</p>	<p>If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:</p> <p>a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for <u>works of capital nature</u>, for which stipulated period of completion is six months or less. <u>For regular maintenance/Service contract, price variation shall not be applicable where stipulated period of completion is twelve months or less.</u></p> <p>b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.</p> <p>c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will 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>d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company</p>	<p>If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:</p> <p>a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for <u>works</u> for which stipulated period of completion is six months or less.</p> <p>b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.</p> <p>c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will 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>d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company</p>
6	<p>Clause 2.5 of Additional Terms and Conditions, MCEW Part-II, Page 63</p>	<p>2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts related to capital</p>	<p>2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated</p>

		works, in which the stipulated period of completion of the work is six (6) months or less. <u>However, for Maintenance works any adjustment for the increase or decrease in material price or wages of labour would be made only when the stipulated period of completion of the work is twelve (12) months or less.</u>	period of completion of the work <u>is six (6) months or less.</u>
7	Clause 2.5 of Additional Terms and Conditions, MCEW Part-II, Page 63-64	<p>2.6 Application of Price Variation Clause during extended period of Contracts.</p> <p>The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:</p> <p>i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.</p> <p>ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.</p> <p>iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no further payment will be made to the contractor on this account. Additionally, the Clause related to Compensation for delay will be applied.</p> <p>No payment will be made by applying "FROZEN INDICES" under any circumstances.</p>	<p>2.6 Application of Price Variation Clause during extended period of Contracts.</p> <p>The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:</p> <p>i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.</p> <p>ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.</p> <p>iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived <u>for the purpose of escalation but shall be revived and applied for the purpose of de-escalation</u> and no further payment will be made to the contractor on account <u>of any escalation during this period but recovery shall be made for de-escalation, if any.</u> Additionally, the Clause related to Compensation for delay will be applied.</p> <p>iv) <u>If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.</u></p> <p>No payment will be made by applying "FROZEN INDICES" under any circumstances.</p>

8	Clause 19 (new clause) of General Terms and Conditions (GTC)/Condi- tions of Contracts (CC), Page 60, Part-II of MCEW	No provision	<u>The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.</u>
9	Clause 4.17(A) (c)(ii), Part-I, MCEW, Page 53	ii) Any two partners shall match the above requirement through completion of <u>at least one work</u> of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender	ii) Any two partners shall match the above requirement through completion of <u>at least two work by one partner and one work by other partner</u> of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.
10	Clause 3.3 (A)(c) (ii) of ITB, Part-II, MCEW, Page 8	ii) Any two partners shall match the above requirement through completion of <u>at least one work</u> of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:	ii) Any two partners shall match the above requirement through completion of <u>at least two work by one partner and one work by other partner</u> of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.
11	Clause 13(xv) of GTC, Part- II, MCEW, Page 57	xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer including payment of provident fund considered necessary and <u>the company may arrange for witnessing the payment to the labourer by its representatives.</u>	xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer <u>in online mode</u> including payment of provident fund considered necessary.
12	Clause 1 of Additional Terms and Conditions, MCEW Part- II, Page 61	1. <u>Mobilization Advance</u> i) No mobilization advance is payable for works whose estimated value is less than Rs.100.00 lakhs. ii) In the case of turnkey work whose estimated value is more than Rs.100 lakhs a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments. iii) In case of other civil works valued more than Rs.100 lakhs mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of	1. <u>Mobilization Advance</u> i) No mobilization advance is payable for works whose estimated value is less than Rs.100.00 lakhs. ii) In the case of turnkey work whose estimated value is more than Rs.100 lakhs a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments. iii) In case of other civil works valued more than Rs.100 lakhs mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of

		<p>the advance amount. The mobilization advance shall be paid in two installments.</p> <p>iv) <u>However, such mobilization advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.</u></p> <p>v) <u>The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid and full recovery would be ensured before or with the Final Bill.</u></p> <p>vi) <u>The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.</u></p>	<p>the advance amount. The mobilization advance shall be paid in two installments.</p> <p>iv) <u>Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.</u></p> <p>v) <u>The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.</u></p> <p>vi) <u>The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.</u></p> <p>vii) <u>Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.</u></p> <p>viii) <u>In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.</u></p> <p>ix) <u>Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.</u></p>
13	Clause 2.5 of GTC, MCEW Part-II, Page	<p>2.5 Acceptance of Offer:</p> <p><u>"Letter of Acceptance"- is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.</u></p>	<p>2.5 Acceptance of Offer:</p> <p><u>"Letter of Acceptance"- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.</u></p>
14	Clause 4.21 of MCEW,	<p>4.21 Acceptance of Offer:</p> <p><u>Letter of Intent is an acceptance of offer by the company and it need not be accepted by the</u></p>	<p>4.21 Acceptance of Offer:</p> <p><u>"Letter of Acceptance"- is an acceptance of offer by the company. It shall be</u></p>

	Part-I, Page 60	tenderer. But the tenderer should acknowledge the receipt of order within 10 days of receipt of Work Order and any delay in acknowledging the receipt would be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD/Bid bond.	communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.
15	Clause 1(viii) of GTC, Part-II of MCEW, Page 28	viii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.	viii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts. <u>Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.</u>
16	Clause 4.07.8 of MCEW, Part-I, Page 36	<p>4.07.8 Additional performance security (applicable for item rate as well as percentage rate works):</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the justified price finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the justified price finalized by the owner and quoted price.</p> <p>Justified price shall be based on prevalent market rate of materials and labour, analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p><u>Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.</u></p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <ol style="list-style-type: none"> 30% of Additional performance security will be released after 60% of the total work is completed. 50% of Additional performance security will be released after 80% of the total work is completed. 	<p>4.07.8 Additional performance security (applicable for item rate as well as percentage rate works):</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the justified price finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the justified price finalized by the owner and quoted price.</p> <p>Justified price shall be based on prevalent market rate of materials and labour, analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p><u>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</u></p> <p><u>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</u></p> <p><u>Additionally, the company shall ban 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 banning shall also be</u></p>

		<p>iii) 100% of Additional performance security will be released after total work is completed.</p> <p>Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.</p>	<p><u>applicable to all individual partners of JV/Partnership firm.</u></p> <p><u>"Note (Not part of tender document):-</u></p> <p><u>*In the above case, banning shall be done as per Guidelines for Banning of Business."</u></p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <p>i) 30% of Additional performance security will be released after 60% of the total work is completed.</p> <p>ii) 50% of Additional performance security will be released after 80% of the total work is completed.</p> <p>iii) 100% of Additional performance security will be released after total work is completed.</p> <p>Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.</p> <p><u>The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.</u></p>
17	Clause 26.6 of ITB, MCEW Part-II, Page 17	<p>26.6 If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Such additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security</p>	<p>26.6 If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Such additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security</p>

		<p>shall be the difference between 85% of the owner's justified price and quoted price.</p> <p>Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p>Such additional performance security shall be applicable for percentage rate tenders also.</p> <p>Additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. <u>Failure to submit such additional performance security may result into termination of the contract.</u></p>	<p>shall be the difference between 85% of the owner's justified price and quoted price.</p> <p>Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p>Such additional performance security shall be applicable for percentage rate tenders also.</p> <p>Additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC.</p> <p><u>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</u></p> <p><u>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</u></p> <p><u>Additionally, the company shall ban 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 banning shall also be applicable to all individual partners of JV/Partnership firm.</u></p> <p><u>"Note (Not part of tender document):-</u></p> <p><u>*In the above case, banning shall be done as per Guidelines for Banning of Business.</u></p>
18	Clause 4.8 of GTC/CC, MCEW, Part-II	<p>4.8 Additional performance security: (applicable for item rate as well as percentage rate tenders):</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.</p> <p>Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p><u>Additional performance security shall be furnished by bidder along with normal performance security.</u></p>	<p>4.8 Additional performance security: (applicable for item rate as well as percentage rate tenders):</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.</p> <p>Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p><u>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</u></p>

		<p><u>Failure to submit such additional performance security may result into termination of the contract.</u></p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <ol style="list-style-type: none"> 30% of Additional performance security will be released after 60% of the total work is completed. 50% of Additional performance security will be released after 80% of the total work is completed. 100% of Additional performance security will be released after total work is completed. <p>Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.</p>	<p><u>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</u></p> <p><u>Additionally, the company shall ban 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 banning shall also be applicable to all individual partners of JV/Partnership firm.</u></p> <p><u>"Note (Not part of tender document):-</u></p> <p><u>*In the above case, banning shall be done as per Guidelines for Banning of Business.</u></p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <ol style="list-style-type: none"> 30% of Additional performance security will be released after 60% of the total work is completed. 50% of Additional performance security will be released after 80% of the total work is completed. 100% of Additional performance security will be released after total work is completed. <p>Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.</p> <p><u>The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.</u></p>
19	Clause 6 of CC, MCEW Part-II, Page 37	<p>6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay</p> <p>Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.</p> <p>Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-</p>	<p>6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay</p> <p>Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.</p> <p>Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-</p>

		<p>Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.</p> <p>For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.</p> <p>* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.</p>	<p>Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.</p> <p>For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. <u>However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.</u></p> <p>* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.</p>
20	Clause 5.00 of MCEW, Part-I, Page 61	<p>5.00 Commencement of Work</p> <p>The contractor is asked to commence the work <u>within 10(ten) days of issue of Letter of acceptance</u> or after 7(seven) days of handing over of site whichever is later. <u>In some cases, mostly in Specialised contracts / high value (above Rs.5 Crores) work, the work is to be commenced after execution of contract agreement. In such cases provision of a time limit of 30 days from the issue of LOA for start of work should be made in the work-order itself.</u> However, in the interest of work and also for saving time, the contractor may be allowed to start the work before execution of the agreement after the department issue a work order/tender acceptance letter to the contractor. Failure on the part of the contractor to furnish 'Performance Security' or to 'execute an agreement', within 30(thirty) days' time, allowed by the department after the acceptance of the tender, will be considered as just cause for the cancellation of the award and forfeiture of his earnest money.</p>	<p>5.00 Commencement of Work</p> <p>The contractor is asked to commence the work <u>within 10(ten) days of issue of Letter of acceptance</u> or after 7(seven) days of handing over of site whichever is later. <u>In some cases, mostly in Specialised contracts / high value (above Rs.5 Crores) work, the work is to be commenced after execution of contract agreement. In such cases provision of a time limit of 30 days from the issue of LOA for start of work should be made in the work-order itself.</u> However, in the interest of work and also for saving time, the contractor may be allowed to start the work before execution of the agreement after the department issue a work order/tender acceptance letter to the contractor. Failure on the part of the contractor to furnish 'Performance Security' or to 'execute an agreement', within 30(thirty) days' time, allowed by the department after the acceptance of the tender, will be considered as just cause for the cancellation of the award and forfeiture of his earnest money.</p> <p><u>However, the Date of Commencement may be decided with mutual consent with the Contractor on any date prior to the date as prescribed above.</u></p>

21	<p>Clause 4.12 of MCEW, Part-I, Page 46-47</p>	<p>4.12 Call of Tenders/Constitution of Tender Committee.</p> <p>4.12.1 As soon as the tender notices are issued for publication, the authority inviting the tenders initiates proposal for constitution of the tender committee. Approval of the competent authority who has powers to approve the award of work is obtained for constitution of the tender committee. In case Board is the approving authority, approval of CMD shall be taken. The constitution of the tender committee for different values of work may broadly be on the following lines (need based modifications can be done):</p> <p>(I) For Estimated Value of work, the award of which requires the approval of the Board of the subsidiary company/CIL.</p> <p>i) D(T)P&P/Director under whom the department operates, of the subsidiary - Chairman</p> <p>ii) GM/HoD(C) of the subsidiary - Member</p> <p>iii) GM(F) of the subsidiary - -do-</p> <p>iv) GM/HoD(Plg/ Proj.) of the subsidiary (For Head Quarter works only), - -do-</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">GM, Area of the subsidiary (For works related to Area only),</p> <p style="text-align: center;">OR-</p> <p style="text-align: center;">GM(HOD) of concerned Technical department, as applicable</p> <p>(II) For Estimated Value of work, the award of which requires the approval of Director/ CMD of the subsidiary company.</p> <p>(a) For estimated value of work more than Rs. 100 lakhs.</p> <p>i) GM/HoD(C) of the Subsidiary - Chairman</p> <p>ii) GM (F) of the Subsidiary - Member</p>	<p>4.12 Call of Tenders/Constitution of Tender Committee.</p> <p>4.12.1 As soon as the tender notices are issued for publication, the authority inviting the tenders initiates proposal for constitution of the tender committee. Approval of the competent authority who has powers to approve the award of work is obtained for constitution of the tender committee. In case Board is the approving authority, approval of CMD shall be taken. The constitution of the tender committee for different values of work may broadly be on the following lines (need based modifications can be done):</p> <p><u>(I) For Estimated Value of work, the award of which as per DoP requires the approval of the Board of CIL/Subsidiary or Empowered Sub-Committee of Directors headed Chairman/CMD including Some of FDs, Govt. nominee & Independent Directors of CIL/Subsidiary.</u></p> <p>i) <u>Concerned Director under whom the department operates, of the subsidiary - Chairman</u></p> <p>ii) <u>GM/HoD(C) of the CIL/Subsidiary - Member</u></p> <p>iii) <u>GM(F) of the CIL/Subsidiary - -do-</u></p> <p>iv) <u>GM/HoD(Plg/ Proj.) of the CIL/Subsidiary - -do-</u></p> <p style="text-align: center;">OR</p> <p style="text-align: center;"><u>GM, Area of the Subsidiary- -do-</u></p> <p style="text-align: center;">OR-</p> <p style="text-align: center;"><u>GM/HOD of concerned Technical department, as applicable - -do-</u></p> <p><u>(II) For Estimated Value of work, the award of which as per DoP requires the approval of Empowered Committee of Directors headed by Chairman/CMD or Chairman, CIL or CMD of Subsidiary or Director of CIL/subsidiary company.</u></p> <p>i) <u>GM/HoD(C) of the CIL/Subsidiary-Chairman</u></p> <p>ii) <u>GM (F) of the CIL/Subsidiary - -Member-</u></p> <p>iii) <u>GM/HoD(Plg./ Proj.) of the CIL/Subsidiary - -do-</u></p> <p style="text-align: center;">OR</p>
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	<p>iii) GM/HoD(Plg./ Proj.) of the subsidiary(for works related to Hd. Qtrs -do-</p> <p>OR</p> <p>GM, Area of the subsidiary (For works related to Area only),</p> <p>OR</p> <p>GM(HOD) of concerned technical department, as applicable.</p> <p>(b) For estimated value of work more than Rs. 30 lakhs and upto Rs. 100 lakhs:-</p> <p><u>For Company HQ:</u></p> <p>i) GM(Civil) / CM(C) nominated by GM/HoD(C)- Chairman</p> <p>ii) Representative of GM/HoD(F) - Member</p> <p>iii) Representative of GM/HoD(Plg./ Proj)/ GM. HoD-(CTD) - -do-</p> <p><u>For Area works</u> - Tendered from Headquarter</p> <p>i) Representative of GM/HoD(C) - Chairman</p> <p>ii) Representative of GM/HoD(F) - Member</p> <p>iii) Representative of Area G.M) - -do-</p> <p>(c) For estimated value of work below Rs. 30 lakhs</p> <p><u>For Company HQ:</u></p> <p>i) CM(C) / Sr. Manager(Civil)/Mgr.(Civil) nominated by GM/HoD(Civil) - Chairman</p> <p>ii) Representative of GM/HoD(F) - Member</p> <p>iii) Representative of GM/HoD(Plg./ Proj)/GM.HoD-(CTD) - -do-</p> <p>(III) For Estimated Value of work, the award of which requires the approval of GM/HoD(Civil).</p>	<p>GM, Area of the subsidiary - -do-</p> <p>OR</p> <p>GM/(HOD) of concerned technical department, as applicable- -do-</p> <p>(III) For Estimated Value of work, the award of which as per DoP requires the approval of General Manager of CIL/Subsidaury/Area</p> <p>i) CM(C)/Sr.Mgr.(Civil)/SO(Civil) - Chairman</p> <p>ii) CM(F)/Sr.Mgr.(F)/Representative of Finance Division- -Member-</p> <p>iii) CM/Sr.Mgr. of .Plg./ Proj.Division/Mining/CM(Mining) - -do-</p> <p>OR</p> <p>Representative of Plg./ Proj.Division/Mining or any other department-- -do-</p> <p>(IV) For Estimated Value of work, the award of which as per DoP requires the approval of CM/Sr.Mgr.</p> <p>i) Sr.Mgr.(Civil)/Mgr. (Civil)- -Chairman-</p> <p>ii) Sr.Mgr.(Fin.)/Mgr. (F)/Representative of Finance Division-- -Member-</p> <p>iii) Sr.Mgr./Mgr.of .Plg./ Proj.Division/Mining)- -do-</p> <p>OR</p> <p>Representative of Plg./ Proj.Division/Mining or any other department-- -do-</p> <p>(IV) For Estimated Value of work, the award of which as per DoP requires the approval of Mgr./Dy.Mgr.</p> <p>i) Dy.Mgr.(Civil)/AM(Civil)-Chairman</p> <p>ii) Dy.Mgr.(Fin.)/AM. (F)/Representative of Finance Division- -Member-</p> <p>iii) Dy.Mgr./AM of .Plg./ Proj.Division/Mining- -do-</p> <p>OR</p> <p>Representative of Plg./ Proj.Division/Mining or any other department- -do-</p>
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		<p>a) for all values of work</p> <p>i) CM(C) / Sr. Manager(Civil)/Mgr.(Civil)- Chairman</p> <p>ii) Representative of GM/HoD(F) Member</p> <p>iii) Representative of GM/HoD(Plg./ Proj.) OR GM/HoD -CTD - -do-</p> <p>(IV) For Estimated Value of work, the award of which requires the approval of GM of the Area.</p> <p>a) For Estimated Value of work valued more than Rs. 30 lakhs:-</p> <p>i) Staff Officer(C) Chairman</p> <p>ii) Staff Officer (Mining) - Member</p> <p>iii) AFM - -do-</p> <p>b) For Estimated Value of work valued below Rs. 30 lakhs:-</p> <p><u>For Area/Units:</u></p> <p>i) Agent/Colliery Manager/ Nominated representative of SO(Min) - Chairman</p> <p>ii) Manager(Civil)/Dy.Mgr.(Civil) Nominated by SO(C) - Member</p> <p>iii) Representative of Area Manager(Fin) - -do-</p>	<p><u>(V) For Estimated Value of work, the award of which as per DoP requires the approval of Assistant Manager (AM)</u></p> <p>i) AM(Civil)/Subordinate Engineer (Civil) - Chairman-</p> <p>ii) AM.(Fin.)/Senior Officer (Fin.) - -Member-</p> <p>iii)AM/Senior Officer/Subordinate Engineer of Plg./ Proj.Division/Mining- -do-</p> <p><u>OR</u></p> <p><u>Representative of Plg./ Proj.Division/Mining or any other department - -do-</u></p>
22	Clause 5.06 of MCEW, Part-I, Page 65-64	<p>5.06 Increased or Decreased Quantities</p> <p>In any running work, modification of original plans to suit ground realities becomes often necessary. These modifications in turn affect the original schedule of quantities appended to the agreement.</p> <p>The right is reserved by the department at any time during which the contract is in force, to</p>	<p>5.06 Increased or Decreased Quantities</p> <p>In any running work, modification of original plans to suit ground realities becomes often necessary. These modifications in turn affect the original schedule of quantities appended to the agreement.</p> <p>The right is reserved by the department at any time during which the contract is in force, to</p>

make such alterations, in the plans or the quantities of the work as may be necessary. Such alteration shall be ordered in writing. Further, the quantities of any items of work may vary from the quantities indicated in the schedule of work due to unforeseen or other conditions. Alterations in quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof.

However, such deviation in quantities or total amount in a particular contract shall be dealt with as under:

Dealing with variations beyond the agreement provision.

Savings

Revised estimate with variation up to -10% (overall) of original awarded value should require approval of GM/HoD(Civil) for works at Head Quarter and G.M(Area), for works at Area. A revised estimate shall be prepared after completion of the work for works valued more than 5(Five) Lakhs. This shall be applicable for all cases irrespective of level of approving authority.

However there shall be no extra items and variations in individual items shall not exceed $\pm 10\%$.

In case of any extra item and/ or variation in individual items exceeding $\pm 10\%$ the revised estimate shall require approval of the approving authority. In cases where board is the approving authority, approval shall be obtained from CMD of the subsidiary.

However, where GM/HoD(Civil) /Area GM/ D(T) is the approving authority for award, RE with variation up to -20% (overall) shall be approved by GM/HoD(Civil)/ Area G.M/ D(T), even if there is extra item and variation in individual items exceeds $\pm 10\%$. Any overall savings beyond 20% shall be approved by one-step-higher authority limited to CMD of the subsidiary company.

Further, where GM/HoD(Civil) / Area GM is the approving authority for award, RE with variation up to -10% (overall) shall be

make such alterations, in the plans or the quantities of the work as may be necessary. Such alteration shall be ordered in writing. Further, the quantities of any items of work may vary from the quantities indicated in the schedule of work due to unforeseen or other conditions. Alterations in quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof.

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However there shall be no extra items and variations in individual items shall not exceed $\pm 10\%$.

In case of any extra item and/ or variation in individual items exceeding $\pm 10\%$ the revised estimate shall require approval of the tender accepting authority. In cases where board is the tender accepting authority, approval shall be obtained from CMD of the subsidiary.

However, where GM/HoD(Civil) /Area GM/ D(T) is the tender accepting authority for award, RE with variation up to -20% (overall) shall be approved by GM/HoD(Civil)/ Area G.M/ D(T), even if there is extra item and variation in individual items exceeds $\pm 10\%$. Any overall savings beyond 20% shall be approved by one-step-higher authority limited to CMD of the subsidiary company.

Further, where GM/HoD(Civil) / Area GM is the tender accepting authority for award, RE with variation up to -10% (overall) shall

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	<p>approved by GM(Civil)/S.O(Civil), if nominated by GM.HoD (Civil) or Area GM. However there shall be no extra items and variations in individual items shall not exceed $\pm 10\%$.</p> <p>Where board is <u>approving authority</u> revised estimates with savings (overall) more than 10% and up to 20% shall require approval of CMD and with savings more than 20% (overall) shall be intimated to board.</p> <p>Excess up to + 10% Revised estimate including extra item with variation up to + 10 % (overall) of original awarded value shall be approved by <u>approving authority</u> limited to his DOP. Revised estimate with variation (overall) up to + 10% and beyond DOP of <u>approving authority</u>, shall be approved by next higher authority.</p> <p>Where CMD is the <u>approving authority</u>, revised estimates including extra items with overall variation up to +10% shall be approved by CMD.</p> <p>Where board is the <u>approving authority</u>, revised estimates including extra items with overall variation up to +10% shall be approved by CMD.</p> <p>Excess above +10% Revised estimate including extra item with excess (overall) beyond 10% shall require <u>approval of one step higher authority limited to his DOP.</u></p> <p>Where CMD is the <u>approving authority</u>, Revised estimate including extra item with excess (overall) beyond 10% shall require approval of CMD, limited to his DOP.</p> <p>Where board is <u>approving authority</u> revised estimates exceeding 10% (overall) shall require approval of board.</p> <p>Such additional/shortfall amount shall be exclusive of payable variation as per conditions of contract.</p> <p>However, for above cases, the extra items of work, if any, will have to be sanctioned as per the standard procedure. Deviation in respect</p>	<p>be approved by GM(Civil)/S.O(Civil), if nominated by GM.HoD (Civil) or Area GM. However there shall be no extra items and variations in individual items shall not exceed $\pm 10\%$.</p> <p>Where board is <u>tender accepting authority</u> revised estimates with savings (overall) more than 10% and up to 20% shall require approval of CMD and with savings more than 20% (overall) shall be intimated to board.</p> <p>Excess up to + 10% Revised estimate including extra item with variation up to + 10 % (overall) of original awarded value shall be approved by <u>tender accepting authority</u> limited to his DOP. Revised estimate with variation (overall) up to + 10% and beyond DOP of <u>tender accepting authority</u>, shall be approved by next higher authority.</p> <p>Where CMD is the <u>tender accepting authority</u>, revised estimates including extra items with overall variation up to +10% shall be approved by CMD.</p> <p>Where board is the <u>tender accepting authority</u>, revised estimates including extra items with overall variation up to +10% shall be approved by CMD.</p> <p>Excess above +10% Revised estimate including extra item with excess (overall) beyond 10% shall require approval of one step higher authority of <u>tender accepting authority</u> limited to his DOP.</p> <p>Where CMD is the <u>tender accepting authority</u>, Revised estimate including extra item with excess (overall) beyond 10% shall require approval of CMD, limited to his DOP.</p> <p>Where board is <u>tender accepting authority</u> revised estimates exceeding 10% (overall) shall require approval of board.</p> <p>Such additional/shortfall amount shall be exclusive of payable variation as per conditions of contract.</p> <p>However, for above cases, the extra items of work, if any, will have to be sanctioned as per the standard procedure. Deviation in respect</p>
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		of AHR & ALR items will have to be dealt with as per Clause 4.18.1.	of AHR & ALR items will have to be dealt with as per Clause 4.18.1.
23	Clause 13 (New clause) of MCEW, Part-I	No Provision	<u>13. The approval of estimate shall be obtained including all taxes along with maximum Goods and Services Tax (GST) and the same shall be put to tender.</u>
24	Clause 12.3 of ITB, MCEW, Part-II, Page 11-12	<p>12.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.</p> <p>All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p>The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.</p>	<p>12.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, <u>if any</u>, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.</p> <p>All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p>The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.</p>

		<p>However, in case bidder/contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</p> <p>Input tax credit is to be availed by CIL/Subsidiary as per rule.</p> <p>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.</p>	<p>However, in case bidder/contractor is GST unregistered bidder/dealer <u>or GST registered under composition scheme</u> in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. <u>In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.</u></p> <p>Input tax credit is to be availed by CIL/Subsidiary as per rule.</p> <p>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.</p> <p><u>Note:</u> <u>During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</u></p>
25	Clause 32 of ITB, MCEW, Part-II, Page 20	<p>32. EMPLOYMENT OF LABOUR</p> <p>32.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.</p> <p>Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.</p>	<p>32. EMPLOYMENT OF LABOUR</p> <p>32.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.</p> <p><u>Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and</u></p>

			<p><u>allied scheme valid from time to time shall be responsibility of the contractor.</u></p> <p><u>The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.</u></p> <p><u>In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.</u></p> <p><u>32.2 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.</u></p> <p><u>32.3 The contractor's workmen shall be paid through Bank.</u></p> <p><u>32.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:</u></p> <p><u>a. Work Order details</u></p> <p><u>b. Details of Contractor workers and payment of wages in respect of each Work Order each month.</u></p> <p><u>32.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.</u></p> <p><u>NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 32.1 shall stand amended to this extent before notification of bid.</u></p>
26	Clause 4.06.3 of MCEW, Part-I, Page 34	<p>4.06.3 Exemption of Earnest Money</p> <p>The tenders shall be treated valid when it carries requisite earnest money and the tenders without Earnest Money shall be rejected outright except in such cases <u>where prior</u></p>	<p>4.06.3 Exemption of Earnest Money</p> <p>The tenders shall be treated valid when it carries requisite earnest money and the tenders without Earnest Money shall be rejected outright except in such cases where</p>

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		approval for exemption has been granted by CMD of the Subsidiary Company or Chairman, CIL.	Exemption of EMD is allowed as per extant rules.
27	Clause 9 of MCEW, Part-I, Page 97-99	<p>9. REGISTRATION OF CONTRACTORS.</p> <p>9.00 Every subsidiary has to depend on outside agencies for execution of various civil works whose nature and volume is very divergent in nature. It is therefore preferable that a list of Contractors is maintained for assigning the works which arise with time. This pool of Contractors shall be a large and competent group with capabilities to deliver the goods as needed. The process of enlistment of Contractors is explained below. This also helps department to select list of contractors in case of limited tenders.</p> <p>.....</p> <p>.....</p>	To be deleted
28	APPENDIX – 16 of MCEW, Part-I, Page 159-161	<p>APPENDIX – 16</p> <p>[Ref. Cl. 9.01(ii)]</p> <p>..... COALFIELDS LIMITED</p> <p>OFFICE OF THE GM, HoD(Civil</p> <p><u>Notice Inviting Application for Registration of Contractors.</u></p> <p>.....</p> <p>.....</p> <p>.....</p>	To be deleted
29	APPENDIX-17 of MCEW, Part-1, Page 162-166	<p>APPENDIX-17</p> <p>[Ref. Cl. 9.01(ii)]</p> <p><u>APPLICATION FORM FOR REGISTRATION OF CONTRACTORS</u></p> <p>.....</p> <p>.....</p> <p>.....</p>	To be deleted
30	Clause 7-9 of ITB, MCEW,	7. CONTENT OF BIDDING DOCUMENTS	7. CONTENT OF BIDDING DOCUMENTS

	Part-II, Page 10-11	<p>7.1 The set of bidding documents comprises the documents(all or as available / applicable) listed in the table below and addenda, if any, issued in accordance with Clause 9:</p> <p>Notice Inviting Bid</p> <p>Section 1 Instructions to Bidders;</p> <p>Section 2 <u>Forms of Bid and Qualification Information and undertaking.</u></p> <p>Section 3 Conditions of Contract;(General Terms & Conditions, Special Terms and Conditions, special notes, additional terms & conditions).</p> <p>Section 4 Scope of Work, Specifications and drawing, Safety Code, if any.;</p> <p>Section 5 Bill of Quantities</p> <p>Section 6 Various Forms of Securities, form of Article of Agreement & Pre-contract Integrity Pact(if or as applicable).</p>	<p>7.1 The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.</p> <p>a. Notice Inviting Tender</p> <p>b. Instructions to Bidders;</p> <p>c. Conditions of Contract;</p> <p>d. Scope of work/Bill of Quantities;</p> <p>e. Forms of Securities and form of Article of Agreement.</p> <p>f. Pre contract Integrity Pact (if applicable)</p> <p>g. User portal Agreement</p> <p>h. <u>Guidelines of Banning of Business</u></p> <p>i. Other document, if required.</p>
31	Clause 15 of ITB, MCEW, Part-II, Page 12-13	<p>15. BID SECURITY/EARNEST MONEY DEPOSIT</p> <p>15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited <u>in any of the following forms –</u></p> <p>Cash at the office of (applicable only for an amount upto Rs. 5000/-</p> <p>Banker's Cheque / Demand Draft drawn in favour of Coalfields Ltd. on any scheduled Bank payable at its branch at</p> <p>Or</p> <p>Irrevocable Bank Guarantee (from Scheduled Bank), with validity up to the period as mentioned in NIT and in the format given in the Bid Document. Bank guarantee issued by outstation bank shall be operative at their local branch at..... or at their branch at..... In case of extension of bid validity, on mutual consent, the same shall be suitably extended.</p> <p>(Provision of Bank Guarantee shall be applicable only when earnest money exceeds Rs. 2, lakhs).</p> <p>15.2.Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be summarily rejected by the employer as non-responsive.</p>	<p>15. BID SECURITY/EARNEST MONEY DEPOSIT</p> <p>15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount, as shown in e-Tender Notice for this particular work. Bid Security/EMD will be required to be deposited <u>in the form as deliberated below:</u></p> <p><u>The bidder will have to make the payment of EMD through online mode only.</u></p> <p><u>In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.</u></p> <p><u>Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the</u></p>

	<p>15.3 The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II Price Bid) and those who have not emerged as L-1 Bidder after opening of price bid.</p> <p>15.4 The Bid Security/ EMD, submitted in the form of BG, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (1st part of Security Deposit).</p> <p>The bid security/EMD, submitted in the form of Banker's Cheque/ Demand Draft of the successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.</p> <p>15.5 The Bid Security/Earnest Money may be forfeited:</p> <ol style="list-style-type: none"> a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity/extended validity with mutual consent; or b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ol style="list-style-type: none"> (i) sign the Agreement; or (ii) Furnish the required Performance Security/ Security Deposit. <p><u>Or if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.</u></p> <p>Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.</p> <p>15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest</p>	<p><u>payment of earnest money (applicable only for Services tenders).</u></p> <p><u>In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.</u></p> <p>15.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.</p> <p>15.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).</p> <p>15.4 The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.</p> <p>15.5 The Bid Security/Earnest Money may be forfeited:</p> <ol style="list-style-type: none"> a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to: <ol style="list-style-type: none"> i. Sign the Agreement; or ii. Furnish the required Performance Security and Additional Performance security, if any; <p><u>Additionally, the company shall ban 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.</u></p> <p><u>In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.</u></p> <p><u>"Note (Not part of tender document):-</u></p> <p><u>In the above case, banning shall be done as per Guidelines for Banning of Business.</u></p>
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32	Clause 30 of ITB, MCEW, Part-II, Page 18-19	<p>30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT</p> <p>30.1 <u>The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail or facsimile and confirmed by registered letter.</u> This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").</p> <p>30.2 The notification of award will constitute the formation of the Contract.</p> <p>The works should be completed as per period specified in the NIT from expiry of *10(ten)days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site or handing over of reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances whichever is latest.</p>	<p>30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT</p> <p>30.1 <u>The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period.</u> This letter, (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").</p> <p><u>The offline communication of LOA shall not be mandatory.</u></p> <p>30.2 The notification of award (<u>LOA/Work Order</u>) will constitute the formation of the Contract.</p> <p>The works should be completed as per period specified in the NIT from <u>the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.</u></p>

	<p>*for high value works above Rs.5 crores, and for specialized works, period shall be 30(thirty) days.</p> <p>30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty)days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.</p> <p>In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the <u>department in addition to other penal measures as per clause 15.5 of ITB debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.</u></p> <p>30.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 15.3.</p> <p>30.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.</p> <p>All additional copies should be certified by the 'Agreement signing authority'.</p> <p>The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.</p> <p>The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly</p>	<p>30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty)days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.</p> <p>In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department <u>will take action as prescribed in Guidelines for Banning of Business along with forfeiture of Earnest Money. The bidder will also banning from participating in re-tender.</u></p> <p><u>No payment for the work shall be made before execution of this agreement.</u></p> <p>30.4 In the bidding process, the cause of rejection of Bid of any bidder <u>shall</u> be intimated to non-qualified bidder <u>online</u> and the Earnest Money shall be refunded to unsuccessful bidders as per relevant clauses.</p> <p>30.5 The contractor shall enter into and execute contract agreement in the prescribed form <u>on non-judicial stamp paper in accordance with the relevant law of the State/Union of India.</u> The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.</p> <p>All additional copies should be certified by the Engineer-in-Charge.</p> <p>The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.</p> <p>The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.</p>
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		adhere to this and maintain secrecy, as required of such documents.	
33	Clause 2 of GTC/CC, MCEW, Part-II, Page 30	<p>2. Contract Documents and Miscellaneous Provisions :</p> <p>The following documents shall constitute the contract documents :</p> <p>i) Articles of Agreement.</p> <p>ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.</p> <p>iii) Notice Inviting Tender and Instructions to Bidders.</p> <p>iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.</p> <p>v) Frozen terms & conditions / technical parameters and revised offer, if any.</p> <p>vi) Specifications/ scope of Work, if any.</p> <p>vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.</p> <p>viii) Contract drawings and work programme.</p> <p>ix) Safety Code etc. forming part of the tender,</p> <p>x) Integrity Pact (If applicable).</p>	<p>2. Contract Documents and Miscellaneous Provisions :</p> <p>The following documents shall constitute the contract documents :</p> <p>i) Articles of Agreement.</p> <p>ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.</p> <p>iii) Notice Inviting Tender and Instructions to Bidders.</p> <p>iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.</p> <p>v) Frozen terms & conditions / technical parameters and revised offer, if any.</p> <p>vi) Specifications/ scope of Work, if any.</p> <p>vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.</p> <p>viii) Contract drawings and work programme.</p> <p>ix) Safety Code etc. forming part of the tender,</p> <p>x) Integrity Pact (If applicable).</p> <p><u>(xi) Guidelines for Banning of Business.</u></p> <p><u>(xii) Any other document if required.</u></p>
34	Clause 13 (ix) of GTC/CC, MCEW, Part-II, Page 55-59	ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.	ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, <u>if any</u> , either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

	<p>All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p>The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.</p> <p>However, in case bidder/contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</p> <p>Input tax credit is to be availed by CIL/Subsidiary as per rule.</p> <p>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered</p>	<p>All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p>The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.</p> <p>However, in case bidder/contractor is GST unregistered bidder/dealer <u>or GST registered under composition scheme</u> in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. <u>In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.</u></p> <p>Input tax credit is to be availed by CIL/Subsidiary as per rule.</p> <p>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason</p>
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35	9.8 of Conditions of Contract, MCEW, Part II, Page 59	<p>9.8 Income tax deduction @ 2% (Two percent) of the gross value <u>(excluding GST)</u> of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.</p> <p>Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.</p>	<p>9.8 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. <u>Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.</u></p> <p>Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.</p>