	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं. ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156 फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmmc.cil@coalindia.in
---	---	--

संदर्भ संख्या: सीआईएल/महाप्र(संप्रप्र)/2023/91

दिनांक: 29.08.2023

सेवा में,

All ED & HOD of CIL HQ

The TS to CMD, ECL/BCCL/CCL/NCL/WCL/SECL/MCL

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

The General Manager NEC

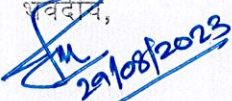
विषय: Amendments in the existing clause of Performance Security to be provided by the successful Bidder in Chapter 2, 3 and 6 of CMM and Model NIT documents for Highwall Mining and Continuous Miner.

महाशय,

CFDs of CIL in its 316th meeting held on 16.08.2023 approved the amendments in the existing clause of Performance Security to be provided by the successful Bidder in Chapter 2, 3 and 6 of CMM and Model NIT documents for Highwall Mining and Continuous Miner. The approval of CFDs was communicated by Company secretary vide letter No. CIL: XI (D):04135:2023:30935 dated 28.08.2023.

The existing provision vis-a-vis modified provision regarding Performance Security to be provided by the successful Bidder is attached as ANNEXURE-A.

This shall come into force with immediate effect.

सचिव,

 29/08/2023
 HoD CMC
 CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM(Civil)/GM(Vigilance), CIL
4. Adv.(M&C), CIL
5. TS to D(T), CIL
6. Office File

ANNEXURE-A

S No	Clause	Existing Clauses	Amended Clauses
1.	<p>Clause 3.1.2 of GTC of Chapter-2 of CMM at page No.58</p> <p>Clause 4.3 of GTC of Chapter-3 of CMM at page No.55</p> <p>Clause 4.3 of GTC of Chapter -6 of CMM at page No.58</p>	<p>If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –</p> <p>(a) at Bidder's option by a Scheduled Bank</p> <p>Or</p> <p>(b) by a Foreign Bank located in India and acceptable to the Employer. BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.</p> <p>(c) the validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract/extended period of contract (if any)", whichever is more.</p>	<p>If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –</p> <p>(a) at Bidder's option by a Scheduled Bank,</p> <p>Or</p> <p>(b) by a Foreign Bank located in India and acceptable to the Employer.</p> <p>(c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.</p> <p>The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.</p> <p>Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall</p>

		<p>furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.</p> <p>The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.</p> <p>Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at</p> <p>The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.</p>	<p>Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at</p> <p>The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.</p>
--	--	--	--

2.	<p>Clause 1.4.1 of Service level Agreement of Model Tender document (NIT) for Highwall Mine at page No.7</p>	<p>1.4.1 Security Deposit shall consist of two parts; i) Performance Security to be submitted upon award of work/LoA/Contract Order and ii) Retention Money to be recovered from running bills.</p> <p>The Security Deposit shall bear no interest.</p> <p>The L-1 Bidder shall, as a security for the performance of its obligations under this Agreement, provide to the Authority, no later than [60 (sixty)] days from the date of issue of the LoA or within such period as may be extended by the Authority, an irrevocable, unconditional, first demand bank guarantee from a Bank for a sum of [Rs. [****] (Rupees [****in words])]² substantially in the form set forth in Annexure-XI (the "Performance Security").</p> <p>The Contractor shall keep the Performance Security valid, effective and in full force, until the date that occurs 01 (one) year or 90 (ninety) days after the expiry of the Contract Period. It is hereby clarified that the Contractor shall keep the Performance Security valid, effective and in full force in an extendable/renewable manner revolving after a period of at least 3 (three) years. In this regard, the Authority reserves the right to call for any documentary evidence from the Contractor in relation to such extension or renewal of the Performance Security and the Contractor shall be under an obligation to furnish all documents as may be required by the Authority in this regard.</p> <p>Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall</p>	<p>1.4.1 Security Deposit shall consist of two parts; i) Performance Security to be submitted upon award of work/LoA/Contract Order and ii) Retention Money to be recovered from running bills.</p> <p>The Security Deposit shall bear no interest.</p> <p>If Performance Security is provided by the successful Bidders 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>(b) by a Foreign Bank located in India and acceptable to the Employer.</p> <p>(c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.</p> <p>The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.</p> <p>Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing</p>
----	--	---	--

		<p>furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.</p> <p>² shall be 5 (five) % of Estimated Annualized Contract Value</p>	<p>which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.</p> <p>The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.</p>
3.	<p>Clause 4.4.2 of Conditions of Contract of standard global bid document for continuous miner/similar equipment with continuous cutting technology on hiring basis at page No.42</p>	<p>Performance Security should be 5% of Annualised Contract amount and should be submitted by the successful bidder within 15 days of issuance of Letter of Acceptance in the form of irrevocable Bank guarantee from Scheduled Indian Bank in the prescribed format.</p>	<p>Performance Security should be 5% of Annualised Contract amount and should be submitted by the successful bidder within 15 days of issuance of Letter of Acceptance in the form of irrevocable Bank guarantee from Scheduled Indian Bank in the prescribed format.</p> <p>If Performance Security is provided by the successful Bidders 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>(b) by a Foreign Bank located in India and acceptable to the Employer.</p> <p>(c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.</p> <p>The subsequent extension shall</p>

		<p>be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 years, else the process will repeat as above.</p> <p>Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days’ notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor’s obligations under this Agreement.</p> <p>The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.</p> <p>The bid security (EMD) deposited by the successful bidder shall be returned to them after submitting the Performance Security. 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(EMD).</p>	<p>The bid security (EMD) deposited by the successful bidder shall be returned to them after submitting the Performance Security. 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 (EMD).</p>
--	--	---	--