

SECTION 3

**MODIFICATION OF CHAPTER 3- CMM
TRANSPORT**

MODIFICATION OF CHAPTER 3- TRANSPORTATION CONTRACTS

SI No.	Existing Provision	Modified Provision	Remarks
Section2 - preparation/compilation of tender documents			
No change in provision related to Para 1, 2, 9, 10			
1	<p>3. Verify whether : There is any registration of contractors for the work of transportation for the area. If so the category (value wise) of such registered contractors.</p> <p>the estimated value of the work being tendered is comparable to the category and the number of registered contractors of such category, to whom tender notices may be sent, is adequate (not less than seven at least).</p>	Deleted	As eligibility criteria of bid document is different from Registration parameters for contractors.
2	<p>5.Obtain approval of the competent authority for publication of open tender notice in the newspaper.</p> <p>NOTES:</p> <p>(1) The competent authority for approval should be the concerned director of the subsidiary company.</p> <p>(2) In case there are contractors registered with the company for the nature and type of work and category (value wise), such registered contractors are also eligible to participate in the tender and necessary instructions to this effect should be given in the tender notice.</p> <p>(3) In case the work is of a specialised nature/ very urgent nature with strict time frame, limited tenders amongst registered/ working contractors or known agencies of repute may be invited with the competent approval, depending upon the value of work</p>	<p>Obtain approval of the competent authority for bid document along with NIT and publication/hoisting.</p> <p>NOTE:</p> <p>(a) For normal works, GM,HoD(CMS) shall be the approving authority for the bid document, where the bid document is prepared as per the guidelines of Manual and Estimate is Approved.</p> <p>In case of any variation, bid document shall be approved by CMD of the subsidiary which shall be brought to NOTICE of Board during award.</p> <p>b) In case there are contractors registered with the company for the nature and type of work and category (valuewise), such registered contractors are also eligible to participate in the Bid and necessary instructions to this effect should be given in the Bid notice.</p> <p>(c) in case the work is of very urgent nature with strict time frame, limited</p>	Modified for clarity.

	as per delegation of power.	tenders amongst registered/working contractor's or known agencies of repute may be invited with the competent approval, depending upon the value of the work as per D.O.P	
3	<p>6. Decide:</p> <p>a) Target date of publication of tender notice as in the newspapers.</p> <p>b) Suggested newspapers in which such tender notice should be published (for guidelines, refer to CMF- 3.10)</p> <p>Price of tender documents based on the estimated value of the work. (for Schedule of Price, refer to CMF - 3.11).</p> <p>Date of opening and closing of sale of tender documents. (Sale to remain open for minimum 15 days from date of publication of tender notices.)</p> <p>Places of availability of tender documents to ensure good response.</p> <p>Last date of receiving Tenders. (Minimum 21 days from publication of tender notices.)</p> <p>Date of opening of tender</p> <p>a) If tenders are received at one place, on the last date of receiving tenders.</p> <p>b) If tenders are received at two or more places, one day after the last date of receipt of</p>	<p>Be considered before preparation of Notice.</p> <p>Tender documents shall be free of cost (As only hoisting of tender documents in website has been allowed. No physical sale)</p> <p>Last date of receiving Tenders. (Minimum 21 Days from publication of tender notices in website.)</p> <p>Date of opening of tender</p> <p>a) If tenders are received at one place, on the last date of receiving tenders.</p> <p>b) If tenders are received at two or more places, one day after the last date of receipt of tenders.</p>	<p>In the current scenario bid documents are to be made available from web site and there is no application fee. Thus earlier provisions need modification as proposed.</p>

	tenders.		
4	Prepare draft of Tender notice for publication in the Newspaper and finalise with the approval of Competent Authority.	Deleted	
5	8. Send finalised tender notice to PRO with guidelines for publication with : a) Suggested date of publication b) List of suggested newspaper in which tender notice should be published (refer to CMF - 3.10).	Send tender notice to PRO for publication with suggested date of publication.	Publication in news-paper shall be as per subsidiary norms as such the provision is deleted.
6	11. Arrange printing and binding offset as may be required.	Deleted	Not required
7	12. Send sets to places of sale as per tender notice.	Deleted	Not required
8	13. Send Tender Notice/ Bid Documents to PR/ System Department for placing the same in the company's website. [NOTE: Separate instructions for bidders (as per Annexure-A) who wish to download the Tender Documents from the website of the company should be enclosed with/ incorporated in the Tender Documents (NIT/ ITB).]	No change NOTE: No physical sale of document. Bidders are to download from website and submit.	

The following system may be followed for publication of the NIT and Bid Documents in the Website and Govt. Portals.

- i) In addition to the existing rules and practices regarding giving publicity of Bids through newspapers, the complete bid documents along with Notice Inviting Bid shall be published on the Website of the company and Govt. Portals.
- ii) The complete bid documents should be available on the website for the purpose of downloading and Bids shall be submitted on such downloaded bid documents. No documents shall be made available physically.
- iii) The company must give its website address and address of Govt. Portals in the advertisement / NIT published in the newspapers.
- iv) The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available up to the penultimate date of submission.
- v) There is no application fee for the downloaded documents.
- vi) The bidders will be required to confirm in the affidavit that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid document is found to be done and detected at any time after opening of Bid or during pendency of the contract.
- vii) In case of any discrepancy between the Bid documents downloaded from the web site and the master copy downloaded from website and available in the office, the latter shall prevail and will be binding on the Bidders. No claim on this account will be entertained. Department shall ensure that there is no discrepancy between master copy and downloaded copy. In case of discrepancy, it be re-tendered.

MODIFICATION OF CHAPTER 3 - TRANSPORTATION CONTRACTS

Section3- Tender Opening, Evaluation And Award			
SI no	Existing Provision	Modified Provision	Remarks
No change in Para 1, 2, 3, 4, 13, 15, 16, 17, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 33, 34, 35			
1	5. Amend/change in the scope of work, if any, requiring issue of addendum/corrigendum.	No addendum covering change in the scope of work/estimated cost. Corrigendum shall cover extension of date of submission etc.	As discussed in Task Force meeting
2.	6.Prepare draft of amendment/change extending the date of sale of tender documents, the last date of receiving tenders and refixing date of opening of tenders.	Deleted	Not applicable in view of above.
3.	7.Arrange printing of Addendum/corrigendum incorporating change in the scope of contract and send to PRO for publication in the newspapers in which original tender notice were published.	Deleted	-do-
4.	8. Intimate members of tender committee the extended date of opening.	Only in case of corrigendum, Intimate members of tender committee the extended date of opening.	As required
5	<p>9. Decide for opening of part-I of the tenders or to postpone the opening of tenders in the following circumstances as may be applicable :</p> <p>At least 1 member of the tender committee and 2 representatives of other tender committee members are not present</p> <p>Number of sealed tenders received is less than two</p> <p>Dislocation of the normal communication and public transport system due to</p>	<p>Decide for opening of part I of the Bids or to postpone the opening of Bids in the following circumstances as may be applicable :</p> <p>a. At least 1 member of the Bid committee and 2 representatives of Tender committee members are not present</p> <p>b. Number of sealed Bids received is less than three</p> <p>c. Dislocation of normal communication and transport system due to uncontrollable factors like strike, flood or other intervening circumstances.</p>	Modified to accommodate commence of vigilance.

<p>uncontrollable factors like strike, flood or deterioration in law and order situation of the area.</p> <p>If postponement is decided upon, record the reasons and fix the date of next meeting with short interval not exceeding two days.</p> <p>NOTE: If on expiry of 2 days, the number of sealed tenders received is less than 2, the last date of receiving tenders to be extended by one month without opening the single tender. Notice of extension should be sent to all tenderers who have purchased tender documents or to PRO for publication, if considered necessary, on the same day. On expiry of the extended date, if no fresh tender is received, the tender received earlier should be opened on the extended date and processed as per steps suggested hereinafter. If considered eligible for recommendation of award after negotiation with the single tenderer by the tender committee, the recommendation should be put up to the competent authority for approval.</p>	<p>If postponement is decided upon, due to reasons as at (a) above, record the reasons and fix the date of next opening (should be within next two working days). Notification to this effect be displayed on Notice Boards.</p> <p>If postponement is decided due to 9(c) above, extend the date of submission by three working days. Notification to this effect be displayed on notice board and website. Opening shall be suitably decided – applicable when date of opening and submission is same. Otherwise, act as per former para.</p> <p>NOTE: 1) If the number of sealed Bid(s) received is/are less than three, the last date of receiving Bids be extended by 15 days without opening the Bid(s). Notice of extension, covering Sale period / submission etc., should be hosted in the website. This should preferably be done on the same day. If up to the extended date number of bids received is/are three, the bids shall be opened. However if up to the extended date, the number of bids received remains less than three, the last date for receiving bids be further extended by 15 days. Notice of extension, covering Sale period / submission etc., should be hosted in the website. This should preferably be done on the same day. In case the number of bids received up to second extended date remains below three, the Bids already received shall be opened on the extended date and processed. In case of emergency, expressed by user department, bids may be considered for opening without granting any extension. In such cases prior approval be obtained before original stipulated last date of submission from approving authority. In cases where board is the approving authority approval of CMD may be obtained.</p> <p>2) Bids shall be opened in presence of at least one Tender Committee Member and two</p>	
---	--	--

		<p>representatives of other committee members. It is preferable to have as many T.C. Members as possible during opening.</p> <p>3) The provisions above, except Note 1, are not applicable for e-tendering. Opening shall be as per schedule in case of receipt of three bids.</p>	
6	<p>10. If opening of part I is decided upon :</p> <p>Ascertain tenders received, if any, after the time fixed for receiving tenders but before opening of part I and decide on opening of such tenders on the following consideration :</p> <p>(i) The number of tenders received in time is inadequate (ii) Reasons for non-receipt in time are genuine and bonafide. (iii) Acceptance of such late tenders as (ii) above have the approval of competent authority.</p>	Deleted	Late tenders are not to be accepted as per Instruction to Bidders.
7	<p>11. Open Part I of the respective tenders and :</p> <p>Read out the name of the bidder</p> <p>Ensure that bid documents are initialled in each page by the tenderer or the representatives of the tenderer present, who is authorised to initial on his behalf.</p>	<p>If opening of part I is decided upon: Open Part I of the respective tenders and : Read out the name of the bidder</p> <p>Ensure that bid documents are initialled in each page by the tenderer.</p> <p>Bids submitted in the following manner shall also be considered :-</p> <p>1) Bid Letter, Affidavit and all pages of the documents submitted by bidder towards meeting bid requirements, are authenticated (by signing) with stamp by the bidder or his authorised representative during opening.</p> <p>2) Missing signature, if any, in the downloaded document is subsequently signed by bidder/ or his authorised</p>	Modified for better clarity and to avoid unwarranted rejection of Bid. As per discussion at Task Force.

		<p>representative present at the time of bid opening, as per instruction of the tender committee. (Shall not be applicable for e-tendering). In case bidder or his authorised representative declines signing, the bid be not considered as valid.</p>	
8	<p>12. Note the names of the bidders or their authorised representatives present at the opening in the Tender Opening Register (refer CMF 3.18).</p>	<p>12. Note the names of the bidders or their authorized representatives, if present, at the opening in the Bid Opening Register (refer CMF 3.18) and ensure their attendance. Note: All the received part-II bids, which are sealed in separate envelope, be placed in one envelope and sealed in presence of the Bidder(s) attending opening. This envelope after sealing (containing all part-II bids received on the date of opening of part-I) be initialed by Bid committee members, on sealing area, and kept secured till opening of part-II bids.</p>	<p>For more transparency. Discussed and agreed in the Task Force meeting.</p>
9	<p>14. Prepare a statement of earnest money deposits in duplicate, with the following details :</p> <p>Tender Notice Number and date Date of opening Name of the tenderer Details of Certified Cheque/ Demand Draft / BG Number, Date, Name of Bank etc. Amount of Certified Cheque/ Demand Draft / BG</p> <p>Note : For details, see chapter on earnest money.</p>	<p>14. Prepare a statement of earnest money deposits in duplicate, with the following details :</p> <p>Tender Notice Number and date Date of opening Name of the tenderer Details of Certified Cheque/ Demand Draft / BG Number, Date, Name of Bank etc. Amount of Certified Cheque/ Demand Draft / BG</p> <p>Note: As per NIT earnest money in the shape of BG is acceptable. Minimum Validity period of BG shall be indicated in the NIT.</p> <p>Minimum validity period of BG shall be fixed as under</p> <p>For the avoidance of doubt and by way of illustration, if the last date of submission of bid, (first time) inclusive of corrigendum if any, is 31:03:2014 the validity of BG submitted shall be for minimum 120+90</p>	<p>Modification required to accommodate commence of vigilance an also to increase number of valid Bids.</p>

		days i.e. at least up to 26:10:2014. If due to non-availability of three bids on 31:03:2014 bid submission has been extended up to 15:04:2014 and then again up to 30:04:2014, all bids submitted with validity of BG up to 26:10:2014 shall be considered as valid irrespective of its date of submission which may be up to 30:04:2014. However if the last date of submission of bid is up to 31:03:2014 which has been revised to 15:04:2014 due to reasons other than non-availability of three bids, only bids submitted with validity of BG up to 10:11:2014 shall be considered as valid.	
10	<p>20. Prepare a list of tenderers qualifying for opening of Part-II (price bid) to be signed by the members of the tender committee.</p> <p>NOTE: If evaluation of Part-I cannot be completed on the date of opening ,date of subsequent meeting to be fixed next day by the tender committee and members informed to that effect. No need for separate communication. This practice is to be followed for all subsequent meetings. Evaluation should be completed within 5 days.</p>	<p>Prepare an evaluation statement indicating list of Bidders qualified for opening Part-II (Price bid). Thereafter, a recorded decision of the tender committee members be prepared for opening of Part-II (price bid) of eligible bidders. This recorded decision shall be a part of overall tender committee recommendation.</p> <p>NOTE: If evaluation of Part-I cannot be completed on the date of opening, date of subsequent meeting to be fixed by the tender committee and members informed to that effect. No need for separate communication. This practice is to be followed for all subsequent meetings. Evaluation should preferably be completed within 40 days. In case of e-tendering, evaluation should preferably be completed within 30 days.</p>	For more clarity.
11	<p>24. Verify :</p> <p>a) Each page of Part-II and also the overwriting, if any, are corrected and rewritten and initialled by the tenderer or the representative of the tenderer present who is authorised to initial on his behalf.</p>	<p>24. Verify :</p> <p>a) All the items have been quoted.</p> <p>b) Each page of Part-II and also the overwriting, if any, are corrected and rewritten and initialled by the tenderer or the representative of the tenderer present who is authorised to initial on his behalf.</p>	For more clarity.

	<p>b) The quantity offered by the tenderers is not below the minimum quantity fixed as per tender notice/tender documents.</p>	<p>c) The quantity offered by the tenderers is not below the minimum quantity fixed as per tender notice/tender documents. NOTE: Record the overwriting(s) and cutting(s), if any, by encircling or any suitable mode decided by the tender committee, opening the bid</p>	
12	<p>31. Decide on the basis of assessment done :</p> <p>a) To recommend award in favour of L1 ,ensuring: (i) L1 has applied for the full quantity for the respective unit. (ii) The rates offered are reasonable (iii) L1 has the capacity to transport the quantity offered.</p> <p>b) Recommend award of the contract to L1 if the overall amount for the contract as well as rates for individual items of work quoted by L1 are justified, competitive and reasonable/ workable when compared to comparable rates such as prevailing market rates (wherever possible and practicable), schedule of rates of the company or rates recently awarded for similar jobs in the company and in conformity with the guidelines given at step 29.</p> <p>c) it is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unworkable and unbalanced or impractical, negotiation may be carried out with L1 only to arrive at reasonable rate.</p>	<p>31. Decide on the basis of assessment done :</p> <p>a) To recommend award in favour of L1 ,ensuring: (i) L1 has applied for the full quantity for the respective unit. (ii) The rates offered are reasonable</p> <p>b) Recommend award of the contract to L1 if the overall amount for the contract as well as rates for individual items of work quoted by L1 are justified, competitive and reasonable/ workable when compared to comparable rates such as prevailing market rates (wherever possible and practicable), schedule of rates of the company or rates recently awarded for similar jobs in the company and in conformity with the guidelines given at step 29.</p> <p>c) it is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unbalanced, clarification may be obtained-from the L1 bidder to safeguard the interest of subsidiary. In case the lowest offer is found to be on the higher side, justification of such rates may be sought once including break up of rates. Suo moto rebate, if offered, during such</p>	<p>Modified in view of changed CVC guideline.</p>

	<p>d) In case the negotiation with L1 does not yield a reasonable rate re-tendering should be done straightway except situations as covered in 32. However in case there is an emergency and the time required for re-tender cannot be allowed, the case of awarding work to the L1 tenderer at the negotiated rate may be considered by an authority one step higher than the otherwise competent authority after recording the reasons.</p>	<p>justification may be considered. Negotiations, if unavoidable, may be carried out, as per recommendation of the tender committee after giving justification and recording details of such negotiations. Such negotiations shall be brought out in TC recommendation. This may be done in accordance with CVC Circular.</p> <p>d)) In case the negotiation with L1 does not yield a reasonable rate re-tendering should be done straightway. However in case there is an emergency and the time required for re-tender cannot be allowed, the case of awarding work to the L1 tenderer at the negotiated rate may be considered, for limited/emergent quantity, as per CVC guidelines, by an authority one step higher than the otherwise competent authority after recording the reasons. Where Board is the approving authority, approval shall be from Board only.</p> <p>e) If there are more than one lowest bidder & splitting up of the work is not considered necessary/feasible, L1 may be decided as under. All L1 bidders may be advised to submit the reduced price online & final L1 may be decided on the basis of revised (reduced) Price. Or Through “Reverse Auction” amongst the L1 bidders online, if “Reverse Auction” is available in online mode. The above Principle may be followed for offline tenders also.</p>	
13.	32. If in Tender Committee's opinion award cannot be recommended in favour of L-1 for reasons of the overall amount as well as the rates quoted are not reasonable or the work may not be satisfactorily executed by one	Deleted.	The existing provision is not in operation and as such suggested

<p>tenderer/ bidder and needs to be broken down to small units, if practicable then following steps should be taken :</p> <p>(i) Splitting of the Work : -</p> <p>a) Determine the respective areas to which the work should be split up.</p> <p>b) Ascertain the L-1 bidder for the respective units based on original or revised bid as the case may be.</p> <p>c) If overall L-1 is also L-1 for the respective units and the rates are found to be reasonable after negotiation then all the work to be awarded to overall L-1 i.e. splitting of the work is not required.</p> <p>d) In the event the overall L-1 is not the L-1 for all the respective units, ascertain whether the rates quoted by the respective L-1 is reasonable and the aggregate of the units does not exceed the amount quoted by overall L-1 for the entire work, if so, recommend award accordingly.</p> <p>e) In the event the rates quoted by the respective L-1/L-1s are not reasonable, finalise the rates through negotiation with the original revised L-1 of the respective units, as the case may be, so that the total amount for all the units does not exceed the overall amount quoted by over all L-1 in terms of the original or the revised bid as the</p>		<p>for deletion.</p>
---	--	----------------------

	<p>case may be.</p> <p>(ii) If negotiation as envisaged in (e) does not yield result then either the work may be negotiated to overall L-1 without splitting the work and the award of the work if negotiated amount is reasonable or go for retender.</p> <p>(iii) If there are more than one lowest bidder either original or revised, recommendation to be decided on the basis of comparative technical superiority amongst them, where splitting up of the work is not considered necessary.</p>		
--	---	--	--

MODIFICATION OF CHAPTER 3- TRANSPORTATION CONTRACTS

CHAPTER3.04, 3.05 AND 3.06 – TENDER NOTICE		Remarks	
1	Details related to first para of Notice may be suitably modified based on requirement of transportation work. Period of contract may be decided by notice inviting authority. In case of assured quantity for transportation period of longer duration is preferred (three years or more).	No change	
2	<p>Para 2 Earnest money Rs..... (1% of the annualized estimated cost rounded of to nearest hundred rupees subject to maximum of Rs. 50 lakhs) as Earnest Money/ Bid Security is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of Coalfields Ltd. on any scheduled Bank payable at its branch at Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest.</p>	<p>Para 2 Earnest money Rs..... (1% of the annualized estimated cost/estimated cost whichever is less, rounded of to nearest hundred rupees subject to maximum of Rs. 100 lakhs) as Earnest Money/ Bid Security. This is to be deposited in any of the following forms-</p> <p>Certified Cheques/ Demand Drafts drawn in favour of Coalfields Ltd. on any scheduled Bank payable at its branch at</p> <p>Irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with minimum validity up to..... in the format given in the Bid Document. Bank Guarantee issued by outstation bank shall be operative at the local branch at.....or at their branch.....(provision of bank guarantee shall be applicable only when earnest money exceeds Rs. 5.0 lakhs)</p> <p>The Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest..</p> <p>No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.</p>	Modified as discussed in Task Force and also to accommodate comment of Vigilance.

		Note: The minimum validity of BG shall be mentioned in the notice and shall be calculated in the manner as deliberated at para 14 of TENDER OPENING EVALUATION AND AWARD.	
3	Price of tender document Price of tender documents shall be Rs..... per set per group specified above.	Deleted	Uniformity in online /offline mode.
4	Availability of Tender Documents Tender documents including terms and conditions of work, shall be available on payment, from the following places, during the period as stated below: (i) Office of the General Manager From to.....(date) address of all Area Offices of the company to be stated under (a),(b),(c),(d),(e),etc. (ii)Office of the General Manager, Contracts Services address of the Company HQ.....From..... to.....(date) (iii) Office of the Regional Sales Manager, Coal India Ltd (a) Address.....Mumbai (b) Address.....Delhi (c) Address.....Chennai (d) Address.....Lucknow (e) Address.....Patna (iv) Address of the company's Kolkata Office. Tender document is also available on our website http://..... (company's website)	Availability of tender Documents Bid document, including terms and conditions of work, is available on our website http://..... (Company's website) & Govt. Portal and can be downloaded directly from the website. The bidders are requested to download the same and submit in accordance with instructions related to submission of bid under NIT and ITB. Note: Notice inviting authority may decide to make tender documents available physically from his office/any other office, if the same is felt necessary. Suitable modification in the bid notice may be incorporated.	as discussed at Task Force. Availability of bid from website only.

5	<p>General Instructions for Submission of Tender</p> <p>A Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I&II as specified in the tender documents. Part I & II should also be in sealed covers clearly superscribing as part I & II on the respective envelopes giving reference to the group for which he is submitting his tender.</p> <p>Part II of the offer should consist of two parts, as may be applicable, one for indicating rates for one year period and the other for indicating rates for a 2 year period. The rates offered should be valid for four calendar months from the date of opening of part I of the tender.</p> <p>Part II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of part I</p>	<p>General Instructions for Submission of Tender</p> <p>A Tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts- Part I & Part II as specified in the Tender documents. EMD is to be submitted along with the Part I of the Tender document. Part I will be considered as valid only when earnest money is submitted.</p> <p>Part I & Part II should also be in sealed covers clearly superscribing as Part I & Part II on the respective envelopes (Name of the work and group for which he is quoting shall be superscribed on the left hand side of the covers). Both the two envelopes shall be placed in one cover and submitted as Bid superscribing name of the work, group for which he is quoting, Bid Notice Reference No. and Date of opening on the sealed Envelope.</p> <p>opened. This Part-I will be considered as valid, for further consideration, only when Earnest Money is submitted, in appropriate form and as required, as per NIT.</p> <p>Part II envelopes will be opened only in respect of such Bidders as found valid after scrutiny of part I.</p>	<p>For more clarity.</p>
---	--	---	---------------------------------

6	<p>Receipt of Tenders</p> <p>Tenders are to be received in sealed covers uptohours on.....(date) at the following offices: (1) Office of the General Manager, Transport division (Hq) at..... (2) Office of the General Manager..... Area (concerned area)</p>	<p>Receipt of Tenders</p> <p>Tenders are to be received in sealed covers uptohours on.....(date) at the following offices: (1) Office of the General Manager, Transport division (Hq) at..... (2) Office of the General Manager.....Area (concerned area) In the event of specified date of submission is declared a Holiday, the bid will be received upto the appointed time on the next working day.</p> <p>NOTE: Subsidiary on its own may decide additional location of submission of Bid Document based on its own guidelines and bid value.</p>	For more clarity and uniformity.
7	<p>Validity period offer</p> <p>The rates offered in Part II should be valid for 4 calendar months from the date of opening of Part I of the tender.</p>	<p>Validity period offer</p> <p>The rates offered in Part II should be valid for 120 days from the date of opening of Part I of the tender</p>	Uniformity in online/ offline mode.
8	<p>Opening of Tenders:</p> <p>Tenders will be opened at.....(hrs) on.....(date) at the office of the General Manager, Contracts Services at.....</p>	<p>Opening of Tenders</p> <p>Tenders will be opened at.....(hrs) on.....(date) at the office of the General Manager, (bid inviting department) at.....</p>	No change.
9	<p>The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.</p>	No change	No change.
10		<p>The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.</p>	For more clarity

11		Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on our websiteonly. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.	For more clarity						
12		<p>The bidder is required to sign the pre-contract integrity pact as per proforma given in the Bid. (Applicable for bids exceeding Rs.500 Lakhs as estimated cost). Shri.....has been nominated as independent External Monitor for this tender, whose contact details are as under.</p> <table border="1" data-bbox="802 852 1224 989"> <thead> <tr> <th data-bbox="802 852 919 926">Name</th> <th data-bbox="919 852 1062 926">Address</th> <th data-bbox="1062 852 1224 926">Contact Number</th> </tr> </thead> <tbody> <tr> <td data-bbox="802 926 919 989"></td> <td data-bbox="919 926 1062 989"></td> <td data-bbox="1062 926 1224 989"></td> </tr> </tbody> </table>	Name	Address	Contact Number				To meet additional requirement.
Name	Address	Contact Number							

CHAPTER 3.07-INSTRUCTIONS TO TENDERERS

Sl. No.	Existing Provision	Modified Provision	Remarks
	No change in respect of clause-1,3.1,4,5,6,8,10,13,14.2,16,17,18,19,20,21,22,24,25,27,28		
1	2. ELIGIBLE TENDERERS 2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.	2.1 The Invitation for Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.	Clarity incorporated
	2.2 All bidders shall provide in their bid Forms of Bid and Qualification Information.	2.2 All bidders shall provide in their bid- Forms of Bid and Qualification Information.	No Change
	2.3 Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly responsible for completing the task as per the contract.	2.3 Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.	No Change
	2.4 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.	2.4The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.	No Change
	2.5 prior permission is required to be taken from the principal employer for engagement of sub-contractors in transportation contract.	2.5 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring contract for part work / piece rated work.	For uniformity

2	3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.) :	3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the Bidders/ constituted attorney of the Bidder with full signature and seal. All signed declarations are to be made in the Bidder's letter head):	No Change
	a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.	a. copies of original documents defining the constitution/ registration or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.	No Change
	b. experience of having successfully executed similar works during last seven years.	b. experience of having successfully executed (includes completed / on-going works) similar works in support of the eligibility criteria during last seven years including monetary value.	As per requirement of eligibility criteria.
	c. experience in works of similar nature and size for each of the last seven years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts;	deleted	Superfluous
	d. major items of loading/unloading/transportation equipment proposed to carry out the Contract;	c. Undertaking in the form of affidavit in the prescribed format to deploy matching equipment / Tippers / Pay loaders as per NIT either owned or hired.	As per requirement of eligibility criteria.

e. evidence of adequacy of a minimum working capital, (either 20% of the annualized value of the work or estimated value of the work, whichever is less) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.	d. evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work (for completion period of more than 1 year) or 20% of the estimated cost of the work (for completion period upto 1 year) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.	For clarity
f. authority to seek references from the Bidder's bankers;	deleted	Superfluous
g. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price ;	deleted	Superfluous
h. Permanent Income Tax Account No.(PAN) ;	e. Permanent Income Tax Account No.(PAN) ;	<i>No change</i>
i. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.	f. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) CMPF/EPF Registration, (v) Service Tax Registration in respect of lead partner.	For clarity
No provision	g. Particulars of Service Tax Registration in respect of bidder or lead partner of JV.	As per requirement of eligibility criteria.
No provision	h. Particulars of PF registration.	As per requirement of eligibility criteria.

No provision	i. Bidder should sign and submit the integrity pact as per format provided in the bid document (applicable for bids with estimated cost above Rs. 5 Crores).	As per requirement of eligibility criteria.
[Note: The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document.]	j. The intending bidder will have to submit a declaration in support of the authenticity of the credential submitted by them and also with other commitment along with the bid in the form of an affidavit as per the format provided in the bid document.	As per requirement & clarity
<p>3.3 To qualify for award of the contract -</p> <p>a) The bidder must have in its name experience of having successfully executed works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale// Extraneous materials/ Sand/ etc) <i>valuing 65%</i> of the annualised value of the work or estimated value of work, whichever is less, put to tender, in any year during last 7(seven) years ending last day of month previous to the one in which bid applications are invited. For substantiating past experience, the bidder should submit the work orders, certificate of actual works already executed and TDS certificates.</p>	<p>a) The bidder must have in its name or proportionate share as a member of JV, experience of having successfully executed (includes completed / ongoing) works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale// Extraneous materials/ Sand/ etc) <i>valuing 65%</i> of the annualized <i>estimated</i> cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period upto one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</p> <p>For substantiating past experience the bidder should submit the work order, certificate of actual work already executed including value and period. TDS certificate may be sought during clarification.</p>	For clarity

	Annualised value of the work shall be calculated as the “(Estimated Cost / Period of completion in days) x 365”.	
b) The bidder must produce evidence of adequacy of a minimum working capital (either 20% of the annualized value of work or the estimated value of the work, whichever is less) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.	b) The bidder must produce the evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work (for period of completion over one year) or 20% of the estimated cost of the work (for period of completion up to one year), for this work. Banker’s Certificate (Scheduled Bank) regarding availability of access to credit (issued within 3 months prior to date of submission of Bid).	For clarity
c) The bidder is required to give an undertaking in the form of an affidavit in the prescribed format to deploy matching equipments/tippers/pay loaders as per NIT either owned or hired.	c) The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipment / Tippers / Pay loader as per NIT either owned or hired. The affidavit be sworn before the Notary Public / Executive Magistrate. NOTE: Department shall indicate list of equipment (indicating minimum capacity and proposed number) for the proposed work after due approval from competent authority, which shall be a part of NIT.	For clarity
Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.)	For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in	For clarity and avoid ambiguity and also requirement of online system.

	which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year.	
3.4 Sub contractors experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.	Deleted	To avoid ambiguity
3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.	3.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified (i) if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.	To bring uniformity with other manuals
No provision	(ii) if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.	
No provision	3.5 If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.	For clarity
Notes: I) The qualification criteria shown above are to be considered as a standard for normal works.	Notes: I) The qualification criteria shown above are to be considered as a standard for normal works. II) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the	For clarity

		name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on the credentials of its wholly owned subsidiaries.	
3	<p>7. CONTENT OF BIDDING DOCUMENTS</p> <p>7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:</p> <p>Notice Inviting Tender Section 1 Instructions to Bidders; Section 2 Forms of Bid and Qualification Information; Section 3 Conditions of Contract; Section 4 Scope of work/Bill of Quantities; Section 5 Forms of Securities and form of Article of Agreement, Affidavit.</p>	<p>7. CONTENT OF BIDDING DOCUMENTS</p> <p>7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:</p> <p>Notice Inviting Tender Section 1 Instructions to Bidders; Section 2 Forms of Bid and Qualification Information; Section 3 Conditions of Contract; Section 4 Scope of work/Bill of Quantities; Section 5 Forms of Securities and form of Article of Agreement, Affidavit. Section 6 Pre contract Integrity Pact (if applicable)</p>	To meet present requirement
4	<p>9. AMENDMENT OF BIDDING DOCUMENTS</p> <p>9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.</p> <p>9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for</p>	Deleted	As per decision of Task Force

	submission of Bids, in accordance with Sub-clause 18.2 below.		
5	<p>11. DOCUMENTS COMPRISING THE BID</p> <p>11.1 The Bid, comprising of two parts, will be submitted by the bidder as follows :</p> <p>a. Part I of the bid to be submitted in 1st inner sealed envelope comprising of</p> <p>(i) bid security/earnest money deposit,</p> <p>(ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of the bid document and</p> <p>(iii) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.</p> <p>(iv) The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid)</p> <p>b. Part II of the bid to be submitted in the 2nd inner sealed envelope comprising of Priced Bill of Quantities.</p> <p>c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.</p>	<p>11. DOCUMENTS COMPRISING THE BID</p> <p>11.1 The Bid, comprising of two parts, will be submitted by the bidder as follows :</p> <p>a. Part I of the bid to be submitted in 1st inner sealed envelope comprising of</p> <p>(i) bid security/earnest money deposit,</p> <p>(ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of the bid document and</p> <p>(iii) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.</p> <p>(iv) The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid) and Integrity Pact (if applicable).</p> <p>(v) Affidavits duly signed.</p> <p>b. Part II of the bid to be submitted in the 2nd inner sealed envelope comprising of Priced Bill of Quantities.</p> <p>c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as</p>	For clarity

		described in Clause 18.	
6	<p>12 BID PRICES</p> <p>12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.</p> <p>12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.</p> <p>12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads 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 tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities</p>	<p>12. BID PRICES</p> <p>12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.</p> <p>12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.</p> <p>12.3 All duties, taxes (<u>excluding Service Tax only</u>) and other levies payable by the 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. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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</p>	<p>To accommodate present provision related to Service Tax</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 in the Price bid.</p>	<p>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 in the Price bid.</p>	
		<p>12.4 The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.</p> <p>Payment/Deposit of service tax is responsibility of the service provider.</p>	
	<p>12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.</p>	<p>12.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.</p>	<p>No change</p>

7	<p>14. Bid Validity</p> <p>14.1 Bid shall remain valid for a period not less than four calendar months after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.</p>	<p>14. Bid Validity</p> <p>14.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.</p>	
14.2		NO CHANGE	
8	<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 in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Bid Security/ Earnest Money drawn in favour of Coalfields Ltd. on any Scheduled Bank payable at its branch at</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 NIT for this particular work. Bid Security/EMD will be required to be deposited in any of the following forms:</p> <p>Certified Cheques/Demand Drafts drawn in favour of Coalfields Ltd. on any scheduled Bank payable at its branch at</p> <p>Irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 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 validity of BG shall be suitably extended.</p> <p>(provision of bank guarantee shall be applicable only when earnest money exceeds Rs. 5.0 lakhs)</p>	<p>For clarity and to accommodate comments of Vigilance</p>

	<p>15.2 Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be rejected by the Employer as non-responsive.</p>	<p>15.2. Any Bid not accompanied by an acceptable Bid Security / EMD shall be rejected by the employer as non-responsive.</p>	<p>No change</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 tenderer after opening of price bid.</p>	<p>15.3 The Bid Security /EMD of the unsuccessful bidder(s) 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>No change</p>
	<p>15.4 The Bid Security/ /EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.</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 (First part of Security Deposit).</p> <p>The Bid Security / EMD (submitted in the form of Draft /Pay Order) may be retained and adjusted with performance security / security deposit in case of successful bidder, at bidder's choice.</p>	<p>For clarity.</p>
	<p>15.5 The Bid Security/Earnest Money may be forfeited: a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i) sign the Agreement; or (ii) furnish the required Performance Security/ Security Deposit. c. if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.</p>	<p>15.5 The Bid Security/Earnest Money may be forfeited: 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: (i) sign the Agreement; or (ii) furnish the required Performance Security/ Security Deposit.</p>	<p>As per discussion at Task Force. Additional penalty shall be a deterrent to errant bidders.</p>

		<p>or</p> <p>if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.</p> <p>Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.</p>	
	15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest	15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest	No change
9	<p>23. CLARIFICATION OF BIDS</p> <p>23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.</p>	<p>23. CLARIFICATION OF BIDS</p> <p>23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.</p> <p>23.2 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for during scrutiny / evaluation and shall be against written request only.</p>	As per discussion at Task Force and more clarity.
10	<p>26. EVALUATION AND COMPARISON OF BIDS</p> <p>26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.</p> <p>26.2 In evaluating the Bids, the Employer will determine for each Bid</p>	<p>26. EVALUATION AND COMPARISON OF BIDS</p> <p>26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.</p> <p>26.2 In evaluating the Bids, the Employer will determine for each</p>	No change

<p>the evaluated Bid Price by adjusting the Bid Price as follows :</p> <p>a.making any correction for errors pursuant to Clause 25. b.making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.</p> <p>26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations , deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.</p>	<p>Bid the evaluated Bid Price by adjusting the Bid Price as follows :</p> <p>a. making any correction for errors pursuant to Clause 25. b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.</p> <p>26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.</p>	
<p>No provision</p>	<p>26.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a bidder offers a rebate unilaterally after the closing date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.</p>	<p>Additional provision for more clarity.</p>
<p>No provision</p>	<p>26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable.</p>	<p>Additional provision for more clarity</p>

	<p>26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.</p>	<p>26.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer 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 those prices with the methods and 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 estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Such additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. Failure to submit such additional performance security may result into termination of the contract.</p>	<p>Additional provision as discussed in Task force to safeguard interest of company.</p>
--	---	---	--

11	<p>29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT</p> <p>29.1 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 cable, telex, or facsimile confirmed by registered letter. 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>29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT</p> <p>29.1 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 and confirmed by registered letter. 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 period of completion of the Works by the Contractor as prescribed in the notice (hereinafter and in the Contract called "the Contract Price").</p>	No change
	<p>29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 30.</p>	<p>29.2 The notification of award will constitute the formation of the Contract.</p>	For clarity
	<p>29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.</p>	<p>29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following 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 request of the bidder, if any, the department in addition to other penal measures as per clause 15.5 of ITB shall be at liberty to</p>	As per discussion at Task Force. Additional penalty shall be a deterrent to errant bidders.

		debar the selected bidder from participating in future Bids for at least 12 months.	
	29.4 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.	29.4 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.	For clarity
	No provision	29.5 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 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. All additional copies should be certified by the Engineer-in-Charge	For clarity
12	30. PERFORMANCE SECURITY/SECURITY DEPOSIT 30.1 Security Deposit shall consist of two parts; a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.	30. PERFORMANCE SECURITY/SECURITY DEPOSIT 30.1 Security Deposit shall consist of two parts; a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.	No Change

	<p>30.2 Performance Security should be 5% of annualized value of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders 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 	<p>30.2 Performance Security(first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA 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..... or branch at..... 	<p>For clarity. Additional Penal provision shall be a deterrent to errant bidders.</p>
	<ul style="list-style-type: none"> - Govt. Securities, FDR or any other form of deposit stipulated by the owner - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.</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 nationalized/Scheduled Indian Bank</p>	<ul style="list-style-type: none"> - Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner. - Demand Draft drawn in favour of on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at Bidder’s choice.</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, whichever is more.</p> <p>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.</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 or extended period of contract (if any), whichever is more.</p> <p>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.</p> <p>Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.</p>	
	<p>30.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.</p>	<p>30.3 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.</p> <p>For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.</p> <p>The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract or one year whichever is more.</p> <p>Total of performance security and Retention Money should not</p>	<p>Increase security provision is necessary for present day contracts with longer duration this will safe guard interest of company. Over all security stands increased.</p>

		exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.	
	30.4 5% Performance Security should be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge)	<p>30.4 Refund of Security Deposit :</p> <p>The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.</p> <p>Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge)</p> <p>Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).</p>	For clarity
13	<p>31. EMPLOYMENT OF LOCAL LABOUR</p> <p>31.1 "Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the Law of the Land".</p>	<p>31. EMPLOYMENT OF LABOUR</p> <p>31.1 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 wages fixed (notified and prevalent during submission of the bid for mining activity) by the Company and guidelines incorporated at Clause</p>	As per CIL decision and more clarity.

		<p>11 of GTC .</p> <p>* CIL/Subsidiary companies shall specify such rates in their <i>bid</i>.</p> <p>In addition, the contractors are to provide benefits 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 and also submit statutory returns..</p>	
	No provision	31.2 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.	For clarity
	No provision	31.3 The contractor's workmen shall be paid through Bank.	Additional provision
14	No provision	<p>33 Downloading bid document</p> <p>i) The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.</p> <p>ii) The bidders will be required to submit an undertaking (in the form of affidavit as enclosed) that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.</p>	Additional provision to meet present requirement of on line availability of Bid Document.

		iii) In case of any discrepancy between the Bid documents downloaded from the website and the master copy downloaded from website and available in the office, the latter shall prevail and will be binding on the Bidders. No claim on this account will be entertained.	
15	No provision	<p>34. e-payment</p> <p>The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.</p>	As per requirement
16	No provision	<p>35. Integrity Pact (applicable for bids with estimated cost exceeding Rs. 500 lakhs).</p> <p>Bidders are required to submit the pre-contract integrity pact duly signed and witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the bid process.</p>	As per requirement
17	No provision	<p>36. Change in the Constitution of Contracting Agency.</p> <p>Prior approval in writing of the</p>	As per requirement

		Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will treated as a breach of contract.	
--	--	--	--

Additional provision Related to Check List (Part of ITB):

CHECK LIST FOR SUBMISSION OF BID.

- 1) Earnest Money (along with Part-I) – Demand Draft / Bank Guarantee (as enclosed)
- 2) Constitution / Legal status of Bidder including place of Registration and Principle place of business e.g. Memorandum of Understanding, Articles of Agreement, Partnership Deed and Power of Attorney of Bid Signatory.
- 3) Joint Venture details including JV Agreement and details covering 2 above, for JV Partners – applicable for JV.
- 4) Details of turnover (last three years- enclose statement as format given in qualification information)
- 5) Details of Permanent Account No. (PAN) (for bidder/all JV partners).
- 6) Certificate of execution of similar work (Ref. Cl. 3.3(a) of ITB).
- 7) Work Order for the work(s) referred in 6.
- 8) Evidence of adequacy of minimum working capital (ref. Cl. 3.3(b) of ITB). Enclose bankers certificate.
- 9) Affidavit as per proforma at Annexure-B (ref. Cl. 3.3(c) of ITB).
- 10) Particulars of Registration with PF authorities (for bidder/all JV partners).
- 11) Particulars of Registration with service Tax department (for bidder/lead partner of JV).
- 12) Integrity Pact duly signed (for bids with estimated cost above Rs.500 lakhs).
- 13) Affidavit as per proforma – Ref. Annexures C
- 14) Contractor's Bid as per enclosed performa.
- 15) Bid Document duly signed on all pages related to Part-1.
- 16) Price Bid comprising of priced Bill of Quantity duly filled in and signed on all pages.
- 17) e-payment details as per format.

NOTE: All documents should be duly signed and authenticated.

CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS

(This modified draft replaces Contractor's Bid)

On the letter head of the company by the Bidder or authorized officer having power of attorney to sign on behalf of the bidder.

To :

Sub : BID for the Work _____

Ref: Bid Notice No

Dear Sir,

This has reference to above referred tender. I/we have read and examined the conditions of contract, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us andcoalfields ltd.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision CIL/Subsidiary shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating future tenders for a minimum period of 12 months.

Yours faithfully,

Signature of Bidder OR Authorized signatory

Encl. i) Earnest Money of Rs..... vide Dated

QUALIFICATION INFORMATION
(Modified provision replacing the existing one)

(The information to be submitted by all the Bidders)

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Bidders Details :

Sl.No.	Particulars	Remarks/Details
1.	Constitution or Legal status of Bidder (attach)	
2.	Place of registration :	
3.	Principal place of business	
4.	Power of Attorney of Bid signatory : (attach)	

i) If an individual:

- a) Full name :
- b) Postal Address:

ii) If proprietary firm:

- a) Name of the Proprietor:
- b) Full postal address of Firm/ Proprietors:

iii) If partnership firm:

- a) Full name of partners :
- b) Full postal addresses of the firm :
- c) Partnership Deed :

iv) In case of Company:

- a) Date and place of registration :
- b) Memorandum & Articles of Association :
- c) Full postal address of the registered office :

In case of Joint Venture all relevant details in respect of all the partners be submitted.

1.2 Details of the turnover (Last three years) :

Annual Turnover Data			
SI No	Year	Turnover (Rs.)	Remarks
1			
2			
3			

In case of Joint Venture above details in respect of all the partners be submitted.

1.3 Joint Venture details:

Name of all partners of a Joint Venture (Not more than 3)
1. Lead partner
2. Partner
3. Partner

NOTES: Joint Venture must comply the following requirements :

- i) The qualifying criteria parameter e.g. experience, financial resources(*of the relevant period*) and the equipment/fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in clause 3.3 of ITB as qualification criteria.
- ii) The formation of joint venture / Consortium or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV.
- ix) The bid should be signed by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.

xiii) The JV agreement must specifically state that it is valid for project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV before making any payment.

1.4 Documents fulfilling Clause 3.3(a) of Qualifying Criteria under ITB be submitted(inclusive of certificate of execution and work order)

1.5 Evidence of adequacy of minimum working capital to meet the qualification requirements:

In respect of fulfillment of eligibility criteria related to adequate working capital (Clause 3.3(b) the bidders are required to furnish:-

Banker's Certificate (Scheduled Bank) regarding availability of access to credit (issued within 3 months prior to date of submission of Bid).

1.6 Enclose affidavit as per proforma at Annexure-B, undertaking deployment of matching equipment / tippers / pay-loaders as per NIT either owned or hired.

2.0 Permanent Income Tax Account No. (PAN).

In case of Joint Venture, PAN in respect of all the Joint Venture Partners shall be submitted.

3.0 (a) DETAILS OF EARNEST MONEY/BID SECURITY

Details of Certified cheques /Draft /B.G along with Name of Banker on whom drawn

Amount (Rs.) :

BG Valid upto (if applicable).

4.0 OTHER DETAILS.

(a) Particulars of registration with provident fund authorities – enclose

In case of Joint Venture, particulars of Registration with Provident Fund Authorities in respect of all the Joint Venture Partners/JV itself shall be submitted.

(b) Particulars of Registration with service Tax department (PAN Based),- enclose

In case of Joint Venture, particulars of Registration with Service Tax department in respect of lead partner of the Joint Venture/ JV itself shall be submitted.

5.0 Acceptance by the Bidder of conditions of contract as per Bid Documents : attach signed copies of the bid document issued to them along with the Bid as proof of acceptance. Also enclosed “Contractors Bid” along with “affidavit” -Ref. Annexure-C.

Signature of the Bidder

NOTE : Separate sheets may be attached to furnish details, if necessary.

Format of Affidavit to deploy matching equipment / tippers / Payloaders.
(New Provision)
(To be filled by the Bidders).

Non-Judicial Stamp Paper of Rs. 10/-

AFFIDAVIT.

I/We,, Proprietor/Partner/Legal Attorney/director/
Accredited Representative of M/S., solemnly declare that:

1. We are submitting Bid for the work against Bid Notice
No..... dated.....

2. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity
as per NIT either owned or through hiring.

Signature of the Bidder.

Dated.....

In case of joint venture the affidavit shall be
signed by all the members of JV

Seal of Notary

Format for Affidavit:
(Modified provision replaces the existing one)
To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

(For commitment, genuineness of the information furnished and authenticity of the documents furnished during bidding process)

AFFIDAVIT.

I/We,.....,Proprietor/Partner/Legal Attorney/ Director/
Accredited Representative of Shri/Smt./M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. dated..... and we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. Myself / Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)

3. All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant.

7. We hereby undertake that we shall obtain Service Tax registration in respect other partners of JV, if the work is awarded to us and submit the same before any payment is made to us.

Or

We have service tax registration in respect of all the partners of JV and shall submit the same if the work is awarded to us (applicable for JV only)

* Delete whichever is not applicable.

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
(In case of JV, all partners are covered)

OR

**I / We have been banned by the organization named “_____” for a period of year/s, effective from to.....

[in case of JV, name(s) of the JV Partner(s)]

** Delete whichever is not applicable.

9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

10. I / We hereby declare that I shall/we will accept the Bid documents as available in the website and our Bid shall be rejected if any tampering in the Bid document is found to be detected at the time of opening of Bid or at any time thereafter and in such case department shall be free to take appropriate action as it deems fit.

In case of missing pages, I shall / We will abide by the terms and conditions etc. of the original Bid document as hoisted in the website of the company.

Signature of the Bidder,

In case of joint venture the affidavit shall

signed by all the members of JV

Dated
be

Seal of Notary

MODIFICATION OF CHAPTER 3- TRANSPORTATION CONTRACTS:

CHAPTER 3.09 - GENERAL TERMS AND CONDITIONS			
SI no.	Existing Provision	Modified Provision	Remarks
	No change in respect of clause 1,2.1,2.2,3,7,8,10(to be renamed as 11)		
1	<p>2. CONTRACT DOCUMENTS :</p> <p>The following documents shall constitute the contract documents :</p> <p>(i) Articles of Agreement, (ii) Notice Inviting Tender, (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder, (iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement, (v) Scope of works/Bills of quantities and (vi) Finalised work programme.</p>	<p>2. CONTRACT DOCUMENTS :</p> <p>The following documents shall constitute the contract documents :</p> <p>(i) Articles of Agreement, (ii) Notice Inviting Tender and Instructions to tenderers, (iii)Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder, (iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement, (v) Scope of works/Bills of quantities and (vi) Finalised work programme. (vii) Integrity Pact (applicable for contracts above Rs. 500 lakhs.)</p> <p>Provision related to 2.1 and 2.2 shall remain unaltered.</p>	To accommodate new provision
2	<p>4.SECURITY DEPOSIT :</p> <p>4.1. Security Deposit shall consist of two parts; a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.</p>	<p>4.SECURITY DEPOSIT :</p> <p>4.1 Security Deposit shall consist of two parts; a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.</p>	No change
	<p>4.2 Performance Security should be 5% of the annualized value of contract amount and</p>	<p>4.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract</p>	To facilitated quick encashment of Bank Guarantee.

<p>should be submitted within 28 days of receipt of LOA by the successful bidders 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 - Govt. Securities, FDR or any other form of deposit stipulated by the owner - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.</p>	<p>amount and should be submitted within 28 days of issue of LOA 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. BG issued by outstation bank shall be operative at its local branch at.....or its Branch at - Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner. - Demand Draft drawn in favour of on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at bidder's option.</p>	
<p>4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <ul style="list-style-type: none"> (a) at Bidder's option by a nationalized/Scheduled Indian Bank or (b) by a foreign bank located in India and acceptable to the employer. (c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, 	<p>4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <ul 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 or extended period of</p>	<p>For clarity. Additional penalty shall be a deterrent to errant bidders.</p>

<p>whichever is more.</p> <p>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.</p>	<p>contract (if any), whichever is more.</p> <p>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.</p> <p>Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.</p>	
<p>4.4 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.</p>	<p>4.4 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.</p> <p>For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.</p> <p>The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.</p> <p>Total of performance security and Retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.</p>	<p>For clarity.</p>
<p>4.5 5% Performance Security should be refunded within 60 days of the completion of the work. (the date of completion of the work will be certified by the Engineer-in-charge) .</p>	<p>Existing Provision of 4.5 & 4.6 covered in new provision 4.5.</p>	

	<p>4.6 Refund of security deposit - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.</p>	<p>4.5 Refund of Security Deposit: The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.</p> <p>Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).</p> <p>Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).</p> <p>4.6 Additional performance security: Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>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.</p>	<p>For clarity</p> <p>Additional provision to protect interest of Company.</p>
--	--	---	--

		<p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <ul style="list-style-type: none"> i) 30% of Additional performance security will be released after 60% of the total work is completed. ii) 50% of Additional performance security will be released after 80% of the total work is completed. iii) 100% of Additional performance security will be released after total work is completed. <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p>	
3	<p>DEVIATIONS/VARIATIONS IN QUANTITIES: No change in Clause 5.1, 5.2, 5.5,5.6,5.7.</p>		
	<p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:</p> <ul style="list-style-type: none"> i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price. ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority. 	<p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.</p>	<p>Provision at 5.3 (i) & (II) shall not be a part of agreement between contractor and company. As such deleted. Modification is as per requirement and discussed at Task Force.</p>

	<p>5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.</p>	<p>5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.</p> <p>The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.3 & 4.4 taking into consideration the period of extension.</p>	For clarity
4	<p>6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY: No change in Cl. 6.1, 6.2, 6.3, 6.4 & 6.6</p>		
	<p>6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.</p>	<p>6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.</p> <p>Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.</p>	For clarity
	<p>6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition .</p>	<p>6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one</p>	

	<p>In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.</p> <p>(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.</p>	<p>month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.</p> <p>(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.</p>	
	<p>(c) If any of the Force Majeure conditions exists in the place of operation of the bidder/ contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>		<p>Provision 6.7(c) is not relevant and deleted.</p>
5	<p>9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT : No change in Cl. 9 ,9.1&9.4</p>		
	<p>9.2 On cancellation of the contract or on termination of the contractor, the Engineer-in-charge shall have powers:</p> <p>a. to carry out the incomplete work by any means at the risk of the contractor</p> <p>b. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company</p>	<p>9.2 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:</p> <p>a. To take possession of the site and carry out balance work through any other agency.</p> <p>b. after giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out</p>	<p>As per existing provision arriving at applicable penalty on termination is delayed. Modification has been made to establish applicable penalty as soon as work is terminated so that full penalty can be enforced immediately.</p>

	<p>after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.</p> <p>c. to recover the amount determined as above, if any, from any moneys due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.</p> <p>The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).</p>	<p>of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.</p> <p>In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:</p> <p>i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at disposal of the employer.</p> <p style="text-align: center;">Or</p> <p>ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.</p> <p>It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of clause 6.</p> <p>The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available</p>	
--	---	---	--

		<p>to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.</p> <p>In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p> <p>The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).</p>	
--	--	--	--

	<p>9.3 Suspension of work - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.</p> <p>The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.</p>	<p>9.3 Suspension of work - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.</p>	<p>Covered in 9.2</p>
10	<p>No Provision</p>	<p>10. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR:</p>	

	<p>10.1 If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, any other penalty will not be applicable other than on account of shortfall in quantities as per clause 6.2.</p> <p>The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.</p> <p>In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into</p>	<p>Additional provision to speed up work in case of part failure of contractor.</p>
--	--	---

		agreement or made advances on any account or with a view to the execution of work or performance of the contract.	
11	RESPONSIBILITIES OF THE CONTRACTOR No change in Cl.11(i)-(vi), 11(viii)-(xi) and 11(xii-xiii). However all the provisions are to be numbered as 12 as an additional clause numbered as 10 covering CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR has been introduced. Thus existing clause 10 is to be treated as 11 and so on.		
	<p>vii All duties, taxes and other levies payable by the contractor under the contract, or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total Bid Price submitted by the bidder. All incidentals, overhead 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 tender and/or any increase over the rate existing on the last date of submission of tender 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 in the Price bid.</p>	<p>All duties, taxes (<u>excluding Service Tax only</u>) and other levies payable by the 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. All investments, operating expenses, incidentals, overheads 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 in the Price bid.</p> <p>The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable.</p>	Modification in view of present provision of Service Tax

		<p>Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.</p> <p>Payment/Deposit of service tax is responsibility of the service provider.</p>	
	<p>x. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.</p>	<p>x. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring equipment contract for part work / piece rated work.</p>	<p>For uniformity in all manuals.</p>
	<p>xi. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.</p>	<p>xi. <u>Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction</u></p> <p>The contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.</p> <p>The contractor shall not engage any person of less than 18 years of age.</p> <p>The contractor/contractors shall not pay less than the wages fixed (notified and prevalent during submission of the bid for mining activities as per policy decision of the Company/CIL valid from time to time) in respect of his employees of different categories.</p>	<p>As per present company policy</p>

		<p>The payment of wages to the workers should be made through Bank.</p> <p>The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.</p> <p>The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.</p>	
12	<p>SETTLEMENT OF DISPUTE</p> <p>It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.</p> <p>The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/</p>	<p>SETTLEMENT OF DISPUTE</p> <p>It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.</p> <p>The contractor should make request in writing to the Engineer-in-charge for</p>	<p>As per requirement of revised circular.</p>

	<p>claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.</p> <p>If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.</p>	<p>settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.</p> <p>Effort shall be made to resolve the dispute in two stages In first stage dispute shall be referred to Area CGM,GM. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the company.</p> <p>If differences still persist, the settlement of the dispute shall be resolve in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.</p> <p>In case of parties other than Govt. Agencies, the redressal of the</p>	
--	---	--	--

		dispute may be sought in the Court of Law.	
--	--	--	--

NOTE: Modification of chapter-3 CMM Transport- the above provisions are related to modifications only. Other provisions of chapter-3 CMM remains unaltered including related to Special Terms and Conditions, Provisions related to price variations etc. Provision related to price variations may be modified after recommendations of IIT Kharagpur are accepted by CIL.