



COAL INDIA LIMITED
CIVIL ENGINEERING DIVISION

(Regd. Office: Coal Bhawan, Premises No.04-1111, AF-III
Action Area 1A, New Town, Rajarhat, PIN-700 156.
(Corporate Id No.- L23109WB1973GOI028844)
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Ref. No. CIL/CMC/ 235

Date: 10.10.2018

To,
General Manager(CMC)
BCCL Dhanbad, CCL Ranchi, ECL Sanctoria, MCL Sambalpur, NCL Singrauli, SECL Bilaspur, WCL
Nagpur,
GM NEC, Margherita

Sub: Amendments in Chapter 3 and Chapter 6 of Contracts Management Manual

Dear Sir,

The Board of Directors of CIL, in its 372nd meeting held on 25.09.2018 approved the proposal to include necessary clause in the contract/NIT from 1st November'2018, mandating the contractor to obtain Group Personal Accident Insurance to cover Ex-gratia payment of Rs. 5 lakhs in case of death in mine accident during the contract period and the liability solely will rest with the contractor. If the contractor fails to disburse the Ex-gratia within 30 days, the concerned subsidiary would make payment to the eligible dependent and such amount would be recovered from the contractor from his dues either in the same or other subsidiaries of CIL.

In view of above, the required amendment in Chapter 3 and Chapter 6 of CMM has been enclosed as Annexure-I.

You are requested to kindly implement the above amendment with effect from 01.11.2018.

This is issued with the approval of Competent Authority.

Yours faithfully,

General Manager(CMC)

Distribution:

1. CVO, CIL
2. TS to Chairman, CIL
3. TS to D(F)/D(T)/D(P)/D(M), CIL
4. TS to CMD, BCCL/CCL/CMPDI/ECL/MCL/NCL/SECL/WCL
5. GM(MP&IR), CIL

PROPOSED AMENDMENT IN CONTRACT MANAGEMENT MANUAL

Sl.No.	Clause	Existing Provision	Amended Provision
1	Clause 11(xiii) of Conditions of Contract, Chapter 3 of CMM, Page 54	<p>xiii. Insurance - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :</p> <p>a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.</p> <p>b. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.</p> <p>c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.</p>	<p>xiii. Insurance - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :</p> <p>a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.</p> <p>b. <u>The contractor shall pay directly the ex-gratia amount of Rs 5 lakhs to the same dependent as per the terms of contract or through Insurance company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/subsidiaries.</u></p> <p><u>In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs 5.0 lakhs in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ ex gratia amount shall lie exclusively with the Contractor.</u></p>