

Amendment in Chapter 2 (Turnkey Contracts) of Contract Management Manual

SI No	Clause No.	Existing Provision	Amended Provision
1	Clause 3.4(A) of Instruction to Bidder, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 15-16	<p>A. Work Experience: The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar turnkey works during last 10 (ten) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following.</p> <p>i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.</p> <p style="text-align: center;">Or</p> <p>iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.</p> <p>In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.</p> <p>The definition of similar works shall be</p> <p>The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any (iii) In case of Sub-</p>	<p>A. Work Experience: The intending tenderer must have in its name experience of having successfully completed similar works during last 7 (Seven) years ending last day of month previous to the one in which bid applications are invited <u>i.e. e-publication date on procurement portal</u> should be any of the following.</p> <p>i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.</p> <p style="text-align: center;">Or</p> <p>iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender.</p> <p>The definition of similar works shall be</p> <p>The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.</p> <p>Note:</p>

	<p>contractor, Suitable document as per provision above.</p> <p>Note:</p> <p>1) The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document.</p> <p><u>(*country where the bidder has executed the said work or country of origin of the bidder).</u></p> <p>2) Joint Venture, shall be allowed for participation in the bid with estimated cost Above Rs. 5.0 Crores.</p> <p>The above qualification criteria shall be fulfilled by JV in the following manner.</p> <p>The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together as deliberated hereinafter towards fulfillment of qualification criteria related to experience.</p> <p>a) In case of completion of single work of similar nature costing, not less than the amount equal to <u>80%</u> of the estimated cost put to tender:-</p> <p>i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to <u>80%</u> of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>b) In case of completion of two works of similar nature each costing not less than the amount equal to <u>50%</u> of the estimated cost put to tender :-</p> <p>i) Any one partner can match the above requirement.</p> <p style="text-align: center;">Or</p>	<p>1). The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document <u>in English or translated in English language.</u></p> <p><u>(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)</u></p> <p>2) Joint Venture, shall be allowed for participation in the bid with estimated cost Above Rs. 5.0 Crores.</p> <p>The above qualification criteria shall be fulfilled by JV in the following manner.</p> <p>The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together as deliberated hereinafter towards fulfillment of qualification criteria related to experience.</p> <p>a) In case of completion of single work of similar nature costing, not less than the amount equal to <u>40%</u> of the estimated cost put to tender:-</p> <p>i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to <u>40%</u> of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>b) In case of completion of two works of similar nature each costing not less than the amount equal to <u>25%</u> of the estimated cost put to tender :-</p> <p>i) Any one partner can match the above requirement.</p> <p style="text-align: center;">Or</p>
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	<p>ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to <u>50%</u> of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>c) In case of completion of three works of similar nature, each costing not less than the amount equal <u>40%</u> of the estimated cost put to tender: -</p> <p>i) Any one partner can match the above requirement.</p> <p style="text-align: center;">Or</p> <p>ii) Any two partners shall match the above requirement through completion of <u>at least one work</u> of similar nature each costing not less than the amount equal <u>40%</u> of the estimated cost put to tender: -</p> <p style="text-align: center;">Or</p> <p>iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal <u>40%</u> of the estimated cost put to tender.</p> <p>However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have:-</p> <p>i) <u>More than 50 (fifty)% share in J.V.</u></p> <p style="text-align: center;">and</p> <p>ii) Experience of having completed successfully a single work of similar nature equal to at least <u>40%</u> of estimated cost put to tender.</p> <p>Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The</p>	<p>ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to <u>25%</u> of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>c) In case of completion of three works of similar nature, each costing not less than the amount equal <u>20%</u> of the estimated cost put to tender: -</p> <p>i) Any one partner can match the above requirement.</p> <p style="text-align: center;">Or</p> <p>ii) Any two partners shall match the above requirement through completion of <u>at least two work by one partner and one work by other partner</u> of similar nature each costing not less than the amount equal <u>20%</u> of the estimated cost put to tender: -</p> <p style="text-align: center;">Or</p> <p>iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal <u>20%</u> of the estimated cost put to tender.</p> <p>However, during fulfilment of any of the above criteria one of the partner, who is the lead partner shall have:-</p> <p>i) <u>Maximum participating share in J.V.</u></p> <p style="text-align: center;">and</p> <p>ii) Experience of having completed successfully a single work of similar nature equal to at least <u>20%</u> of estimated cost put to tender.</p> <p>Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The</p>
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2	<p>Clause 3.4(B) of Instruction to Bidder, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 16-17</p>	<p>B. Average annual financial turnover during the last 3(three) years, ending 31st March of (previous) financial year should be at least 30% of the estimated cost put to tender.</p> <p><u>The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.</u></p> <p><u>If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30th September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.</u></p> <p>Note:</p> <p>i) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will</p>	<p>B. Average annual financial turnover during the last 3(three) years, ending 31st March of (previous) financial year should be at least 30% of the estimated cost put to tender.</p> <p><u>The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.</u></p> <p><u>The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document.</u></p> <p><u>(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy</u></p>

		<p>be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.</p> <p>Joint Ventures shall meet the above eligibility requirement, in the following manner:</p> <p>The qualifying criteria parameter e.g. financial resources of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. this is applicable for 3.4(C) also.</p>	<p><u>in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)</u></p> <p>Note:</p> <p>i) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.</p> <p>Joint Ventures shall meet the above eligibility requirement, in the following manner:</p> <p>The qualifying criteria parameter e.g. financial resources of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. this is applicable for 3.4(C) also.</p>
3	<p>Clause 3.4(C) of Instruction to Bidder, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 17</p>	<p>C. The bidder must produce the evidence of adequacy of a minimum working capital, 20% of the estimated cost of the work.</p> <p>Banker's Certificate (Scheduled Bank) shall be produced regarding availability of access to credit (issued within 3 months prior to date of submission of Bid) to meet the above eligibility criteria.</p>	<p>C. The bidder must produce the evidence of adequacy of a minimum working capital, 20% of the estimated cost of the work.</p> <p>Banker's Certificate (Scheduled Bank) shall be produced regarding availability of access to credit (issued within 3 months prior to date of submission of Bid) to meet the above eligibility criteria.</p> <p><u>The foreign Partner(s) should submit Banker's Certificate regarding availability of access to credit (issued within 3 months prior to the end date of submission of Bid) duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document to meet the requirement of Working capital. Relevant Embassy/High Commission means the Embassy/High Commission in India of the Country where the bidder has</u></p>

			<u>obtained Banker's certificate or country of origin of the bidder).</u>
4	Clause 31 of Instruction to Bidder, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 27	<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 minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.</p> <p>Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.</p> <p><u>31.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.</u></p> <p><u>NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 31.1 shall stand amended to this extent before notification of bid.</u></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 minimum wages as per minimum Wages Act <u>of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT.</u></p> <p><u>Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.</u></p> <p><u>In all the cases mentioned above, the contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.</u></p> <p><u>In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.</u></p> <p><u>Note:</u> <u>However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary.</u></p> <p><u>31.2 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and</u></p>

			<p><u>schemes framed thereunder from time to time in addition to other applicable labour laws.</u></p> <p><u>32.3 The payment to the contractor's labourers has to be made through Bank only.</u></p> <p><u>32.4 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act,1965 as amended from time to time.</u></p> <p><u>32.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:</u></p> <p><u>a. Work Order details</u> <u>b. Details of Contractor workers and payment of wages in respect of each Work Order each month.</u></p> <p><u>32.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.</u></p> <p><u>32.6 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.</u></p> <p><u>NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 31.1 shall stand amended to this extent before notification of bid.</u></p>
5	Clause 10.4 of General Terms and Conditions of Contract, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 49-50	10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act/	10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act_of

		<p>Rules of the State or Central Government, <u>whichever is more</u>, applicable to the place of work as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this Volume.</p>	<p><u>Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT</u> as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act of Central or state govt. <u>(whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT</u>, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this Volume.</p>
6	<p>Clause 15 of General Terms and Conditions of Contract, Chapter 2 of CMM (Turnkey Contracts), Page 59</p>	<p>15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION</p> <p>15.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.</p> <p>This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.</p> <p>15.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.</p> <p>15.1.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work</p>	<p>15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION</p> <p>15.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.</p> <p>This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.</p> <p>15.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.</p> <p>15.1.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete</p>

		<p>within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.</p> <p>15.1.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.</p> <p><u>15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.</u></p> <p>15.2 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.</p>	<p>work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.</p> <p>15.1.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.</p> <p><u>15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 20.6 of Genral Terms and Conditions of Contract.</u></p> <p>15.2 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.</p>
7	<p>Clause 20.6 of General Terms and Conditions of Contract, Chapter 2 of CMM (Turnkey Contracts), Page 59</p>	<p>20.6 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 any materials, constructional plant, implements, stores, etc. thereon.</p> <p>b. <u>to carry out the incomplete work by any means at the risk of the contractor</u></p> <p>c. 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 after giving credit for the value of the work executed by the contractor upto the time of termination/cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.</p> <p>d. 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</p>	<p>20.6 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 any materials, constructional plant, implements, stores, etc. thereon.</p> <p>b. <u>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:</u></p> <p>i) <u>Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.</u></p> <p style="text-align: center;"><u>Or</u></p> <p>ii) <u>20% of value of incomplete work (Contract Value minus already executed value of the work).</u></p> <p><u>The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on</u></p>

		<p>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 20.4(d).</p>	<p><u>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.</u></p> <p><u>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, equipment 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.</u></p> <p><u>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.</u></p>
8	<p>Clause 26.2 of General Terms and Conditions of Contract, Chapter 2 (Turnkey) of CMM, Page 65</p>	<p>26.2 <u>In case of divisible supply and erection contract, or where</u> the owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilise the same exclusively for the purposes of the said contract.</p>	<p>26.2 <u>In case</u> owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilise the same exclusively for the purposes of the said contract.</p>
9	<p>Clause 33.4 of General Terms and Conditions of Contract, Chapter 2 of CMM (Turnkey Contracts), Page 67</p>	<p>33.0 GUARANTEE/ DEFECT LIABILITY</p> <p>33.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material, design, manufacture and workmanship <u>for a period of forty-eight (48) calendar months commencing immediately upon the</u></p>	<p>33.0 GUARANTEE/ DEFECT LIABILITY</p> <p>33.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material, design, manufacture and workmanship <u>for a period of sixty (60) calendar months commencing immediately upon the</u></p>

<p>Ref: Letter issued from GM(Civil), CIL vide no. CIL/CIVIL/192/232 dated 07.04.2017 in respect of Discontinuation of Vendor Registration System and Modifications in chapter 2 (Turnkey) of CMM</p>	<p><u>satisfactory completion of the trial operations.</u> The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractor (s)/ sub-vendor (s) or replacement of the complete equipment, under normal use and arising solely from faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer in charge of the employer during the <u>48 calendar months</u>, as the plant is under the supervision of the contractor's supervisory engineers/staff.</p> <p>33.2 The operation of the plant will be done departmentally by the respective subsidiary companies or by the EPC contractor, as per provisions of tender document. However, in both cases the successful EPC contractor shall be responsible for maintaining the plant <u>during 48 calendar months</u> including repair, replacement of the spare parts, components, equipment etc. free of cost.</p> <p>33.3 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect, <u>48 calendar months (i.e. four years of Defect liability period (DLP) including maintenance of plant by contractor or four years of Operation & Maintenance of plant by contractor, as per the provisions of tender document)</u> of any facilities or such part, as</p>	<p><u>satisfactory completion of the Performance Guarantee (PG) Test.</u></p> <p>The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractor (s)/ sub-vendor (s) or replacement of the complete equipment, under normal use and arising solely from faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer in charge of the employer <u>during the 60 calendar months</u>, as the plant is under the supervision of the contractor's supervisory engineers/staff.</p> <p>33.2 The operation of the plant will be done departmentally by the respective subsidiary companies or by the EPC contractor, as per provisions of tender document. However, in both cases the successful EPC contractor shall be responsible for maintaining the plant <u>during 60 calendar months</u> including repair, replacement of the spare parts, components, equipment etc. free of cost.</p> <p>33.3 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect, <u>60 calendar months (i.e. five years of Defect liability period (DLP) including maintenance of plant by contractor or five years of Operation & Maintenance of plant by contractor, as per the provisions of</u></p>
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	<p>the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.</p> <p>33.4 In case of failure of any equipment/system in during the initial period of <u>48 calendar months (i.e. four years of Defect liability period (DLP) including maintenance of plant by contractor or four years of DLP including Operation & Maintenance of plant by contractor, as per the provisions of tender document)</u> the EPC contractor shall repair/replace the equipment/system etc. at his own cost.</p> <p>All the equipment should be guaranteed for a minimum of 90% availability of plant during defect liability period from the date of commissioning calculated on quarterly basis.</p> <p>The following formula may be adopted to calculate percentage availability.</p> $\frac{\text{Total shift hours} - \text{breakdown hours} - \text{maintenance hours}}{\text{Total shift hours}} \times 100$ <p>Total shift hours=8×No. of shifts operated in 3 or 12 months as elaborated (quarterly/annual basis) including those on scheduled holidays.</p> <p>In the event that equipment fails to achieve the availability herein provided, measured over each quarter, contractor shall be liable for and pay to the employer, as penalty, a sum equal to as indicated hereunder to be adjusted against running bill/performance guarantee:</p>	<p><u>tender document)</u> of any facilities or such part, as the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.</p> <p>33.4 In case of failure of any equipment/system in during the initial period of <u>60 calendar months (i.e. five years of Defect liability period (DLP) including maintenance of plant by contractor or five years of DLP including Operation & Maintenance of plant by contractor, as per the provisions of tender document)</u> the EPC contractor shall repair/replace the equipment/system etc. at his own cost.</p> <p>All the equipment should be guaranteed for a minimum of 90% availability of plant during defect liability period from the date of commissioning calculated on quarterly basis.</p> <p>The following formula may be adopted to calculate percentage availability.</p> $\frac{\text{Total shift hours} - \text{breakdown hours} - \text{maintenance hours}}{\text{Total shift hours}} \times 100$ <p>Total shift hours=8×No. of shifts operated in 3 or 12 months as elaborated (quarterly/annual basis) including those on scheduled holidays.</p> <p>In the event that equipment fails to achieve the availability herein provided, measured over each quarter, contractor shall be liable for and pay to the employer, as penalty, a sum equal to as indicated hereunder to be adjusted against running bill/performance guarantee:</p>
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		<p>a. 0.25% of contract price (excluding GST) for reduction in every percentage or part thereof from guaranteed availability for first 10% (i.e. from 90% to 80%), calculated on quarterly basis.</p> <p>b. In case the availability falls below 80%, 10% of contract price (excluding GST) shall be deducted as penalty calculated on annual basis.</p> <p>However, the total penalty on account of failure in guaranteed availability shall not exceed 10% of contract price (excluding GST).</p>	<p>a. <u>0.25% of contract price (excluding GST) for reduction in every percentage or part thereof from guaranteed availability of 90%,</u> calculated on quarterly basis.</p> <p>b. <u>In case the availability falls below 80%, 10% of contract price (excluding GST) shall be deducted as penalty calculated on annual basis.</u></p> <p>However, the total penalty on account of failure in guaranteed availability shall not exceed 10% of contract price (excluding GST). <u>This will be in addition to Liquidated damages (LD) for delay in completion and failure in PG Test.</u></p>
10	<p>Clause 41.6 of General Terms and Conditions of Contract, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 54</p>	<p>41.6 TERMS OF PAYMENTS</p> <p>41.6.1 Payment: Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract value.</p> <p>The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:</p> <ul style="list-style-type: none"> a) Design engineering b) Civil construction including foundation and buildings c) Structural fabrication and erection d) Supply of equipment e) Machinery Erection f) Trial Run and commissioning <p>All such payments shall be made by the Employer online / <u>through Account Payee Cheque</u> within a month from the date of the submission of claims/bills. Payment will also be governed by Clauses of 3.0 of General Terms & Conditions of Contract.</p>	<p>41.6 TERMS OF PAYMENTS</p> <p>41.6.1 Payment: Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract value.</p> <p>The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:</p> <ul style="list-style-type: none"> a) Design engineering b) Civil construction including foundation and buildings c) Structural fabrication and erection d) Supply of equipment e) Machinery Erection f) Trial Run and commissioning <p>All such payments shall be made by the Employer online/ <u>through Account Payee Cheque</u> within a month from the date of the submission of claims/bills. Payment will also be governed by Clauses of 3.0 of General Terms & Conditions of Contract.</p>

	<p>Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:</p> <p>41.6.1.1 Design and Engineering.</p> <p>a) <u>85%</u> payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on pro-rata basis.</p> <p>b) <u>7.5%</u> payment on Preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) <u>7.5%</u> on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>41.6.1.2 Civil/Structural Works:</p> <p>a) <u>90%</u> payment on progress of work completed, duly measured and certified by the engineer.</p> <p><u>b) 5 % payment on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</u></p> <p><u>c) 5 % on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</u></p> <p>41.6.1.3 Supply of Equipment:</p> <p>a) <u>85%</u> payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.</p> <p>b) <u>7.5%</u> on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) <u>7.5%</u> on issue of final acceptance certificate of the works after performance</p>	<p>Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:</p> <p>41.6.1.1 Design and Engineering.</p> <p>a) <u>90%</u> payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on pro-rata basis.</p> <p>b) <u>5%</u> payment on Preliminary acceptance of the works after start-up and trial operation as per General Technical Conditions.</p> <p>c) <u>5%</u> on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.</p> <p>41.6.1.2 Civil/Structural Works:</p> <p>a) <u>95%</u> payment on progress of work completed, duly measured and certified by the engineer.</p> <p><u>b) 5 % on issue of final acceptance certificate of the works after performance guarantee test as per General Technical Conditions.</u></p> <p>41.6.1.3 Supply of Equipment:</p> <p>a) <u>90%</u> payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.</p> <p>b) <u>5%</u> on preliminary acceptance of the works after start-up and trial operation as per General Technical Conditions.</p> <p>c) <u>5%</u> on issue of final acceptance certificate of the works after performance and guarantee test as per General Technical Conditions.</p> <p><u>Note: The supply of equipment should commensurate with mutually agreed BAR/PERT chart.</u></p>
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			<u>completion of respective tests from time to time) of respective tests.</u>
11	Clause 42 of Conditions of Contract in Modification in Chapter 2, CMM, Page 56	<p>42.0 SETTLEMENT OF DISPUTES</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/ 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. <u>The committee shall have one member of the rank of Director of the company who shall be chairman of the company.</u></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 dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).</p>	<p>42.0 SETTLEMENT OF DISPUTES</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/ 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. <u>The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.</u></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 dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).</p>
12	'General Guidelines for Turnkey	<p>SETTLEMENT OF DISPUTES</p> <p>It is incumbent upon the contractor to avoid litigation and disputes during the</p>	<p>SETTLEMENT OF DISPUTES</p> <p>It is incumbent upon the contractor to avoid litigation and disputes during the</p>

	<p>Work/Contract' is introduced at end of Chapter 2 of CMM, Page 119</p>	<p>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/ 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. <u>The committee shall have one member of the rank of Director of the company who shall be chairman of the company.</u></p> <p>If differences still persist, the settlement of the dispute shall be resolve in the following manner:</p> <p>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 dispute may be sought <u>through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).</u></p>	<p>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/ 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. <u>The committee shall have one member of the rank of Director of the company who shall be chairman of the Committee.</u></p> <p>If differences still persist, the settlement of the dispute shall be resolve in the following manner:</p> <p>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 dispute may be sought <u>through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).</u></p>
13	<p>Clause 46 (new clause) of General Terms and Conditions of Contract, Chapter 2 (Turnkey) of CMM, Page 71</p>	<p>No provision</p>	<p><u>46. Discrepancies in contract documents & Adjustments thereof</u></p> <p><u>46.1</u> <u>In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.</u></p>

			<u>46.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.</u>
14	Clause 1 of Additional Terms & Conditions of Contract, Modifications in Chapter 2 of CMM (Turnkey Contracts), Page 58	<p>MOBILISATION ADVANCE:</p> <p>i) In the case of works whose estimated value is more than Rs.100.00 lakhs, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.</p> <p>ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.</p> <p>iii) Mobilization Advance against supply of equipments shall be released only after the contractor has finalized their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalized vis-à-vis the total value of equipments offered in the contract limited to 10% of the contract value.</p> <p>iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.</p> <p>v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid.</p>	<p>MOBILISATION ADVANCE:</p> <p>i) In the case of works whose estimated value is more than Rs.100.00 lakhs, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.</p> <p>ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.</p> <p>iii) Mobilization Advance against supply of equipments shall be released only after the contractor has finalized their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalized vis-à-vis the total value of equipments offered in the contract limited to 10% of the contract value.</p> <p>iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel by the contractor.</p> <p>v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid. <u>However, the full amount of mobilization advance will be recovered maximum within scheduled date of completion as per agreement excluding Defect Liability period.</u></p>

		<p>vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.</p> <p>vii) <u>Interest on mobilisation advance will be charged as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time.</u></p>	<p>vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.</p> <p>vii) <u>Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.</u></p> <p>viii) <u>In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.</u></p> <p>ix) <u>Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.</u></p>
15	Clause 2.2.1.1 of Additional Terms & Conditions of Contract, Chapter 2 of CMM (Turnkey Contracts), Page 73	<p>2.2.1.1 PRICE VARIATION FOR LABOUR: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:</p> $VL=W \times [A/100] \times [(L-L_0)/L_0]$ <p>Where: V L =Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered. W =Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'. A =Component of labour expressed as percentage of the total value of work adopted from Table-1 Lo=Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Government., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.</p>	<p>2.2.1.1 PRICE VARIATION FOR LABOUR: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:</p> $VL=W \times [A/100] \times [(L-L_0)/L_0]$ <p>Where: V L =Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered. W =Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 2.3 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'. A =Component of labour expressed as percentage of the total value of work adopted from Table-1 Lo=Minimum wages for unskilled workers payable as per the Minimum Wages Act <u>of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT</u>, applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.</p>

		L =Revised minimum wages of unskilled workers corresponding to Lo during the period to which the escalation relates.	L =Revised minimum wages of unskilled workers corresponding to Lo during the period to which the escalation relates.
16	Clause 2.5 of Additional Terms & Conditions of Contract, Chapter 2 of CMM (Turnkey Contracts), Page 76	<p>2.5 CEILING ON PRICE VARIATION DUE TO ESCALATION</p> <p>There shall be a ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the whole contract, limited to <u>10% of the 'contract price' only.</u></p>	<p>2.5 CEILING ON PRICE VARIATION DUE TO ESCALATION</p> <p>There shall be a ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the contract, limited to <u>10% of that portion of Contract Price for which price variation is applicable.</u></p>
17	Clause 2.6 of Additional Terms & Conditions of Contract, Chapter 2 of CMM (Turnkey Contracts), Page 76	<p>2.6 VARIATION IN THE TAXES, DUTIES, LEVIES ETC.</p> <p>Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) <u>as of thirty (30) days prior to the date of opening of the bid or the revised price bid, whichever is later,</u> with the taxes, duties, levies etc. during the manufacture/works/supply, as the case may be, shall be born by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.</p>	<p>2.6 VARIATION IN THE TAXES, DUTIES, LEVIES ETC.</p> <p>Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) <u>as on the last date of submission of bid,</u> with the taxes, duties, levies etc. during the manufacture/works/supply, as the case may be, shall be born by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.</p>
18	Clause of 3.2 of General Technical Condition, Chapter 2 (Turnkey) of CMM, Page 77	<p>3.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, <u>as detailed in the technical specifications.</u> Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.</p>	<p>3.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, <u>as detailed in the General Technical Conditions.</u> Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.</p>
19	30 of ITB, Modifications in Chapter 2 (Turnkey) of CMM	<p>30. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE</p> <p>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.</p> <p>30.1.1 Performance Security should be 5% of contract amount and should</p>	<p>30. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE</p> <p>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.</p> <p>30.1.1 Performance Security should be 5% of contract amount and</p>

		<p>be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.</p> <ul style="list-style-type: none"> - a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch ator their branch at - Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited may be adjusted against the Performance security at bidder's option.</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>30.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either - (a) at Bidder's option by a Scheduled Bank as per provisions of cl.30.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both</p>	<p>should be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.</p> <ul style="list-style-type: none"> - a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch ator their branch at - Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited may be adjusted against the Performance security at bidder's option.</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>30.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either - (a) at Bidder's option by a Scheduled Bank as per provisions of cl.30.1.1. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.</p>
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		<p>out station bank issuing the BG as well as its local operating branch. (b) by a foreign bank located in India and acceptable to the employer.</p> <p>30.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount.</p> <p><u>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lacs.</u></p> <p>30.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.</p> <p>30.3 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and <u>upon satisfactory trial operations.</u></p> <p>Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(One) year in one instance which must cover a time period of 90 days beyond completion of Defect Liability period.</p> <p>30.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer: (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents, (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design,</p>	<p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>30.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount.</p> <p><u>Retention Money may be released against equivalent Bank Guarantee.</u></p> <p>30.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.</p> <p>30.3 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and <u>upon satisfactory PG Test.</u></p> <p>Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(One) year in one instance which must cover a time period of 90 days beyond completion of Defect Liability period.</p> <p>30.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer: (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents, (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such</p>
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		<p>material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.</p> <p>30.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>30.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at.....or branch at.....</p> <p>30.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>30.8 <u>The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if</u></p>	<p>defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.</p> <p>30.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>30.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at.....or branch at.....</p> <p>30.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>30.8 <u>Performance Security deposit shall be returned to the Contractor after successful completion of 3 (Three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee</u></p>
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20	Clause 3 of General Terms and Conditions of Contract, Modifications in Chapter 2 (Turnkey) of CMM	<p>Clause No. 3 - CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT.</p> <p>3.1 Security Deposit shall consist of two parts: a) Performance Security to be submitted at award of work and b) Retention Money to be recovered</p>	<p>Clause No. 3 - CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT.</p> <p>3.1 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.</p>

		<p>from running bills. The security deposit shall bear no interest .</p> <p>3.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.</p> <ul style="list-style-type: none"> - a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at or at their branch at - Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited may be adjusted against the Performance security at bidder’s option.</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.</p>	<p>The security deposit shall bear no interest .</p> <p>3.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor.</p> <ul style="list-style-type: none"> - a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at or at their branch at - Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. - Demand Draft drawn in favour of Coalfields Ltd on any Scheduled Bank payable at its Branch at..... <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited may be adjusted against the Performance security at bidder’s option.</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid</p>
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		<p><u>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lakhs.</u></p> <p>3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.</p> <p>3.3 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and <u>upon satisfactory trial operations.</u></p> <p>Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(one) year in one instance which must cover the time period of 90 days beyond completion of Defect Liability period.</p> <p>3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer: (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents, (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.</p> <p>3.5 The Contract Performance Guarantee is intended to secure the</p>	<p><u>Retention Money may be released against equivalent Bank Guarantee.</u></p> <p>3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.</p> <p>3.3 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and <u>upon satisfactory PG Test.</u></p> <p>Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(one) year in one instance which must cover the time period of 90 days beyond completion of Defect Liability period.</p> <p>3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer: (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents, (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.</p> <p>3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.</p>
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		<p>performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at.....or branch at.....</p> <p>3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>3.8 <u>The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guarantee period shall be rectified to the satisfaction of the Engineer-in-Charge within the said guarantee period or its due extension till completion of the rectification works as required.</u></p>	<p>However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at.....or branch at.....</p> <p>3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>3.8 <u>Performance Security deposit shall be returned to the Contractor after successful completion of 3 (Three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the engineer In-charge within the said defect liability/ operation/ maintenance/guarantee period or its due extension till completion of the rectification/ replacement works as required.</u></p>
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21	Clause 18 of General Technical Condition, Chapter 2 (Turnkey) of CMM, Page 61-62	<p>18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT</p> <p>18.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.</p> <p><u>18.2 In addition, the contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in the cost of work. The owner shall examine the justification for such a request for claim, and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence</u></p> <p><u>18.3 Any delay in finalization of mutual agreement in regard to any of the contractor's claim/ compensation against any act of omission on the part of the owners or his authorised agents should not result in any work stoppage/ further delay on the part of the contractor.</u></p>	<p>18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT</p> <p>18.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.</p>
22	Clause 6(e) of e-tender Notice, Modifications in Chapter 2 (Turnkey) of CMM, Page 69	<p>6(e). Technical Bid (Part-II/Cover-II): <u>The technical bid containing technical data sheet (TDS) will be in excel format and will be downloaded by the bidder. They will fill all the cells of excel file as per instruction given there in. thereafter bidder will upload the same file during bid submission in cover-II. In addition the bidder has to provide preliminary description of proposed work, method, schedule, drawings (proposed layout plan indicating units with their sizes and flow diagram) and technical specification of equipment, if specified.</u></p>	Deleted

23	Page 41, Modifications in Chapter 2 (Turnkey) of CMM, Page 41	<u>CMF 2.13(D)-Weight and Volume Clause for Civil and Structural Works</u>	<u>Deleted</u>
24	CMF 2.13(C)-Serial 7, Page 38, Modifications in Chapter 2 (Turnkey) of CMM, Page 41	<u>CMF 2.13(C)-Serial 7-Spare Parts (List of Spares)</u>	<u>Deleted</u>
25	Clause 40.8 of General Terms and Conditions of Contract, Page 70	40.8 In case of equipment/ system (including manufactured domestic and overseas) the availability of spare parts for additional sixty (60) calendar months <u>after forty-eight (48) calendar months (i.e. four years of Defect liability period (DLP) including maintenance of plant by contractor or four years of Operation & Maintenance of plant by contractor, as per the provisions of tender document)</u> shall have to be guaranteed by the contractor. In this regard, the contractor will have to provide, an undertaking from the respective OEMs regarding supply of spare parts and maintenance support as and when required during the said period, <u>before signing of contract agreement and it should be made a part of contract agreement.</u>	40.8 In case of equipment/ system (including manufactured domestic and overseas) the availability of spare parts for additional sixty (60) calendar months <u>after sixty (60) calendar months (i.e. five years of Defect liability period (DLP) including maintenance of plant by contractor or five years of Operation & Maintenance of plant by contractor, as per the provisions of tender document)</u> shall have to be guaranteed by the contractor. In this regard, the contractor will have to provide, an undertaking from the respective OEMs regarding supply of spare parts and maintenance support as and when required during the said period, <u>before starting of Defect Liability Period.</u>
26	General Guidelines for Turnkey Work/Contract, in Chapter 2 of CMM, Page 119	No Provision	<u>Availability of clear site must be ensured before approval of estimate.</u>
27	Clause 3.6 of ITB, Modifications in Chapter 2 of CMM, Page 17	3.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or b) <u>Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.</u>	3.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

28	Clause 1(x) of General Terms and Conditions of Contract, Chapter 2 of CMM, Page 51	The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.	The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts. <u>Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.</u>															
29	Bid notice, chapter 2 of CMM, page 23	<u>(1.25%</u> of the estimated cost rounded off to next hundred rupees subject to <u>maximum of Rs. 50 lakhs.</u>	<u>(2%</u> of the estimated cost rounded off to next hundred rupees subject to maximum of Rs. 100 lakhs.)															
30	General Guidelines for Turnkey Work/Contract, in Chapter 2 of CMM, Page 119	No Provision	<u>The approval of estimate shall be obtained including all taxes along with maximum applicable Goods and Services Tax (GST) and the same shall be put to tender. It should be specifically mentioned in NIT that estimated value put to tender is inclusive of GST.</u>															
31	Clause 40.4 of GTC, Chapter 2 of CMM, Page 69	40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements beyond the <u>forty eight (48) calendar months</u> , will be generally in accordance with the mutually agreed prices.	40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements beyond the <u>Sixty (60) calendar months</u> , will be generally in accordance with the mutually agreed prices.															
32	C.3 Maintenance & Training, Page 40, Modifications in CMM- chapter2- Turnkey Contracts	<p>C.3. OPERATION AND/OR MAINTENANCE & TRAINING</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Description.</th> <th>Quoted Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Maintenance of whole plant for <u>four years</u> & training of employer personnel as per description given in tender documents.</td> <td></td> </tr> </tbody> </table>	Sl. No	Description.	Quoted Amount	1	Maintenance of whole plant for <u>four years</u> & training of employer personnel as per description given in tender documents.		<p>C.3. OPERATION AND/OR MAINTENANCE & TRAINING</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Description.</th> <th>Quoted Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Maintenance of whole plant for <u>five years</u> & training of employer personnel as per description given in tender documents.</td> <td></td> </tr> <tr> <td colspan="3" style="text-align: center;">Or</td> </tr> </tbody> </table>	Sl. No	Description.	Quoted Amount	1	Maintenance of whole plant for <u>five years</u> & training of employer personnel as per description given in tender documents.		Or		
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33	<p>Clause 1, 2 & 3 of Section 4, Preparation & Compilation of Tender Document, Chapter 2 of CMM, Page 11</p>	<p>1. Put up proposal in association with Corporate Finance and CTD for formation of the Tender Committee :</p> <p>a. Chairman - GM/CGM rank * Representative of concerned GM-Area/Project * Representative of CTD * Representative of Corporate Finance * Representative of CMS</p> <p>for estimated value of work, the award of which requires the approval of Director or CMD of the subsidiary company.</p> <p>b. Chairman - Director(T) of the subsidiary company * GM of concerned Area/Project * GM/Head of department of CTD * Chief Finance Manager * CGM/GM of CMS</p> <p>for estimated value of work, the award of which requires approval of the Board of the subsidiary company.</p> <p>c. <u>Chairman - Director(T) of CIL</u> * <u>Director(T) of subsidiary or his representative</u> * <u>GM of concerned Area/Project</u> * <u>GM/Head of department of CTD</u> * <u>Chief Finance Manager, CIL</u></p>	<p>1. Put up proposal in association with Corporate Finance and CTD for formation of the Tender Committee :</p> <p>a. Chairman - GM/CGM rank * Representative of concerned GM-Area/Project * Representative of CTD * Representative of Corporate Finance * Representative of CMS</p> <p>for estimated value of work, the award of which requires the approval of Director or CMD of the subsidiary company.</p> <p>b. Chairman - Director(T) of the subsidiary company * GM of concerned Area/Project * GM/Head of department of CTD * Chief Finance Manager * CGM/GM of CMS</p> <p>for estimated value of work, the award of which requires approval of the <u>FDs/ Empowered Committee/Board</u> Board of the subsidiary company.</p>

		<p><u>for work, which is to be awarded from CIL level</u></p> <p>2. Obtain approval of the formation of Tender Committee</p> <p>a. from Director-in-charge for 1(a) above b. from CMD for 1(b) above <u>c. from Chairman CIL for 1(c) above</u></p> <p>3. Inform respective members of Tender Committee.</p> <p>Notes:</p> <p>(i). The representatives of GM-Area/Project and other concerned departments as outlined in Step 1(a) should, as far as possible, be in a position to be associated till finalisation of the recommendation of Award.</p> <p>(ii). The Tender Committee as outlined Steps 1 (a), <u>(b) and (c)</u> above, may take the assistance of any personnel/official of the concerned discipline of the company as may be required for its deliberation.</p> <p>(iii). Tender Committee as outlined in Step 1(b) & <u>(c)</u> may comprise the representative of CMPDI or other agencies if so considered necessary by the Chairman of the Tender Committee.</p> <p>(iv). Dealing Officer in CMS/CTD to act as Co-ordinator for the Tender Committee.</p> <p>(v). In case of absence of a Director on any Tender Committee, another Director will preside over the meeting. There should be alternate members for each Head of Division/Department.</p>	<p>2. Obtain approval of the formation of Tender Committee</p> <p>a. from Director-in-charge for 1(a) above b. from CMD for 1(b) above</p> <p>3. Inform respective members of Tender Committee.</p> <p>Notes:</p> <p>(i). The representatives of GM-Area/Project and other concerned departments as outlined in Step 1(a) should, as far as possible, be in a position to be associated till finalisation of the recommendation of Award.</p> <p>(ii). The Tender Committee as outlined Steps 1 (a) <u>and (b)</u> above, may take the assistance of any personnel/official of the concerned discipline of the company as may be required for its deliberation.</p> <p>(iii). Tender Committee as outlined in Step 1(b) may comprise the representative of CMPDI or other agencies if so considered necessary by the Chairman of the Tender Committee.</p> <p>(iv). Dealing Officer in CMS/CTD to act as Co-ordinator for the Tender Committee.</p> <p>(v). In case of absence of a Director on any Tender Committee, another Director will preside over the meeting. There should be alternate members for each Head of Division/Department.</p>
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34		Presently “Similar work” is being defined on a case to case basis by Subsidiaries.	<p><u>Definition of Similar Nature of Work for CHP:</u></p> <p>Design, Supply, Installation, Construction and Commissioning of any of the following systems: Integrated Coal Handling Plant (CHP) or any other bulk material handling system with Conveyor system.</p> <p style="text-align: center;">or,</p> <p>Rapid Loading System (RLS) or Unit Train Loading System(UTLS) with Conveyor system.</p> <p style="text-align: center;">or,</p> <p>RCC or Structural Steel Silo/Bunker/ Surge Bin/Surge Hopper with Conveyor system.</p> <p>#Note: Conveyor system includes Belt conveyor/ Pipe conveyor/ High angle conveyor/ Chain conveyor.</p> <p><u>Note: The definition of Similar Work for others works (other than CHP) to be given in the NIT (to be defined by Subsidiaries) should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by bidder and the department w.r.to “similar nature of work” defined in the NIT.</u></p>
35	<p>Note:</p> <p><u>Any corresponding finer modification in relevant clauses arising out of above modifications shall be done in the corresponding manual.</u></p>		