

No.13025/8/2012-Vig.  
Government of India  
Ministry of Coal

Shastri Bhawan, New Delhi  
Dated the 6<sup>th</sup> November, 2020

To

1. Shri S.K.Sarangi,  
CVO, CIL,  
New Town, Rajarhat,  
Kolkata.
2. Sh. Kumar Animesh,  
CVO, BCCL,  
Dhanbad, Jharkhand.

**Subject:: Modified Contract Management Manual of CIL - regarding.**

Sir,

I am directed to refer to CVC's OM no. 011/COL/078-462165 dated 01.10.2020 on the subject cited above wherein CVC has *interalia* advised that the modified Contract Management Manual be uploaded in the website of MOC, CIL and BCCL.

2. It is therefore requested that the **modified Contract Management Manual** of CIL( copy enclosed) may be uploaded in the website of CIL and BCCL as desired by CVC.

Yours faithfully,

Encls: As above

(Kishore Kumar)

Under Secretary to the Govt. of India

Telefax: 011 23380027

Email: kishore.k@nic.in

**Copy to:**

1. Senior Technical Director, NIC, Shastri Bhawan, New Delhi with the request to upload this letter with enclosure in the website of this Ministry.
2. Sh. Vivek Khare, Director, CVC for information.

## Proposed Modifications in Contract Management Manual

Sl No	Clause No	Existing Provision	Modified Provision (Approved in 400 Board Meeting)
1	30.1 of ITB (Instruction to Bidder), Modifications in Chapter 3	30.1 Security Deposit shall consist of two parts; Performance Security to be submitted at award of work and Retention Money to be recovered from running bills. The security deposit shall bear no interest.	30.1 Security Deposit shall consist of Performance Security to be submitted at award of work. The security deposit shall bear no interest.
2	30.2 of ITB (Instruction to Bidder), Modifications in Chapter 3	<p>30.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> <li>- A Bank Guarantee in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at.....</li> <li>- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.</li> <li>- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at.....</li> </ul> <p>The Earnest Money/Bid Security deposited returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at Bidder's choice.</p> <p>If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p>	<p>30.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> <li>- A Bank Guarantee in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at.....</li> <li>- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.</li> <li>- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at.....</li> </ul> <p>The Earnest Money/Bid Security deposited to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at Bidder's choice.</p> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p>

		<p>(a) at Bidder's option by a Scheduled Bank or (b) by a foreign bank located in India and acceptable to the employer.</p> <p>c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.</p> <p>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.</p> <p>Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.</p>	<p>(a) at Bidder's option by a Scheduled Bank or (b) by a foreign bank located in India and acceptable to the employer.</p> <p>c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.</p> <p>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 and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>"Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.</p>
<u>3</u>	30.3 of ITB (Instruction to Bidder), Modifications in Chapter 3	<p>30.3 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.</p> <p>For contracts of more than one year, Retention Money may be</p>	Deleted

		<p>refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.</p> <p>The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.</p>	
4	30.4 of ITB (Instruction to Bidder), Modifications in Chapter 3	<p>30.4 Refund of Security Deposit :</p> <p>The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.</p> <p>Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge)</p> <p>Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).</p>	<p>30.4 Refund of Security Deposit :</p> <p>The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.</p> <p>Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Engineer-in-charge)</p>
5.	Clause 4.1 of GTC (General Terms and Conditions), Modifications in Chapter 3	<p>4.1 Security Deposit shall consist of two parts; Performance Security to be submitted at award of work and Retention Money to be recovered from running bills. The security deposit shall bear no interest</p>	<p>4.1 Security Deposit shall consist of Performance Security to be submitted at award of work. The security deposit shall bear no interest</p>
6	Clause 4.2 of GTC (General Terms and Conditions), Modifications in Chapter 3	<p>4.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below</p> <p>- A Bank Guarantee in the form given in the bid document from any</p>	<p>4.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:</p> <p>- A Bank Guarantee in the form given in the bid document from any</p>

		<p>scheduled Bank. BG issued by outstation bank shall be operative at its local branch at.....or its Branch at .....</p> <p>- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner.</p> <p>- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at.....</p> <p>The Earnest Money/Bid Security deposited returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.</p>	<p>scheduled Bank. BG issued by outstation bank shall be operative at its local branch at.....or its Branch at .....</p> <p>- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner.</p> <p>- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at.....</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>The Earnest Money/Bid Security deposited to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.</p>
7	Clause 4.3 of GTC, Modifications in Chapter 3	<p>4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <p>(a) at Bidder's option by a Scheduled Bank or</p> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.</p> <p>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.</p> <p>Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.</p>	<p>4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <p>(a) at Bidder's option by a Scheduled Bank or</p> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.</p> <p>In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.</p>

			<p>In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.</p>
<u>8.</u>	Clause 4.5 of GTC Modifications in Chapter 3	<p>4.5 Refund of Security Deposit:</p> <p>The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.</p> <p>Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).</p> <p>Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work satisfactorily in all respect).</p>	<p>4.5 Refund of Security Deposit:</p> <p>The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.</p> <p>Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Engineer-in-charge)</p>
<u>9.</u>	Clause 4.6 of GTC, Modifications in Chapter 3	<p>4.6 Additional performance security:</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p>	<p>4.6 Additional performance security:</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p>

		<p>Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.</p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p>	<p>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.</p> <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p> <p>The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.</p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p>
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		<p>i) 30% of Additional performance security will be released after 60% of the total work is completed.</p> <p>ii) 50% of Additional performance security will be released after 80% of the total work is completed.</p> <p>iii) 100% of Additional performance security will be released after total work is completed.</p> <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p>	<p>i) 30% of Additional performance security will be released after 60% of the total work is completed.</p> <p>ii) 50% of Additional performance security will be released after 80% of the total work is completed.</p> <p>iii) 100% of Additional performance security will be released after total work is completed.</p> <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p>
10	Clause 26.6 of ITB, Modifications in Chapter 3	<p>26.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Such additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. Failure to submit such additional</p>	<p>26.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</p>



		<p>performance security may result into termination of the contract.</p>	<p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.</p>
11	Clause 6 of CC, Chapter 3 of CMM	<p>6.TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS &amp; COMPENSATION FOR DELAY:</p> <p>Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or</p>	<p>6.TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS &amp; COMPENSATION FOR DELAY:</p> <p>Immediately after the Bid of the contract is concluded, the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the submission of Performance Security and Additional Performance Security,</p>

		handing over the site of work whichever is later.	if any or handing over the site whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after submission of performance security prior to the date as prescribed above.
12	Clause 6.1 of CC, Chapter 3 of CMM	6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.	6.1 If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.  Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.  "Note (Not part of tender document):-  In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.
13	Clause 30.1 of ITB, Chapter 6 of CMM,	30.1 Security Deposit shall consist of two parts; Performance Security to be submitted at award of work and Retention Money to be recovered from running bills. The security deposit shall bear no interest.	30.1 Security Deposit shall consist of Performance Security to be submitted at award of work. The security deposit shall bear no interest.

14	Clause 4.1 of GTC, Chapter 6 of CMM	4.1 Security Deposit shall consist of two parts; Performance Security to be submitted at award of work and Retention Money to be recovered from running bills. The security deposit shall bear no interest.	4.1 Security Deposit shall consist of Performance Security to be submitted at award of work. The security deposit shall bear no interest.
15	Clause 4.2 of GTC, Chapter 6 of CMM	<p>4.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> <li>- A Bank Guarantee in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at.....</li> <li>- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner and duly pledged in favour of owner.</li> <li>- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branchat..... The Earnest Money/Bid Security deposited shall be returned to the contractor after the bidder has furnished requisite performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) on bidder's acceptance.</li> </ul> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p> <ul style="list-style-type: none"> <li>(a) at Bidder's option by a Scheduled Bank or</li> <li>(b) by a foreign bank located in India and acceptable to the employer.</li> </ul> <p>the validity of the Bank Guarantee shall be for a period of one year or</p>	<p>4.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> <li>- A Bank Guarantee in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at.....</li> <li>- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner and duly pledged in favour of owner.</li> <li>- Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at..... The Earnest Money/Bid Security deposited shall be returned to the contractor after the bidder has furnished requisite performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) on bidder's acceptance.</li> </ul> <p>If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –</p> <ul style="list-style-type: none"> <li>(a) at Bidder's option by a Scheduled Bank or</li> <li>(b) by a foreign bank located in India and acceptable to the employer. Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</li> </ul>

		<p>ninety days beyond the period of contract or extended period of contract (if any), whichever is more.</p> <p>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.</p> <p>Additionally the company reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of 12(twelve) months.</p>	<p>In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.</p>
<u>16</u>	Clause 4.3 of GTC, Chapter 6 of CMM,	<p>4.3 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.</p> <p>The Retention Money amount may be refunded against equivalent Bank Guarantee, in the form given in the bid document only for values above Rs. 25 lakhs. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract, if any.</p>	Deleted
<u>17.</u>	Clause 4.5 of CC, Chapter 6 of CMM	<p>4.5 Additional performance security:</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security</p>	<p>4.5 Additional performance security:</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the</p>

		<p>shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.</p> <p>This additional performance security will not carry any interest</p>	<p>difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</p> <p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.</p> <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p> <p>The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.</p>
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		<p>and shall be released in the following manner:</p> <p>30% of Additional performance security will be released after 60% of the total work is completed. 50% of Additional performance security will be released after 80% of the total work is completed. 100% of Additional performance security will be released after total work is completed.</p> <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p>	<p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <p>30% of Additional performance security will be released after 60% of the total work is completed. 50% of Additional performance security will be released after 80% of the total work is completed. 100% of Additional performance security will be released after total work is completed.</p> <p>Additional performance security may be furnished in any of the forms as applicable for performance security.</p>
<u>18.</u>	Clause 26.6 of ITB, Chapter 6 of CMM	<p>26.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Such additional performance security shall be furnished by bidder along with normal performance</p>	<p>26.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.</p> <p>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</p>

		<p>security as per Cl. No. 4 of GTC. Failure to submit such additional performance security may result into termination of the contract.</p>	<p>Work shall commence only after submission of Performance Security and Additional Performance Security, if any.</p> <p>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.” However, banning shall be done as per Guidelines for Banning of Business.</p>
19	Clause 6 of CC, Chapter 6 of CMM	<p>6. TIME FOR COMPLETION OF CONTRACT -EXTENSION THEREOF, DEFAULTS &amp; COMPENSATION FOR DELAY:</p> <p>Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 30 (thirty) days from the issue of letter of acceptance or one week from the date of handing over the site of work</p>	<p>6. TIME FOR COMPLETION OF CONTRACT -EXTENSION THEREOF, DEFAULTS &amp; COMPENSATION FOR DELAY:</p> <p>Immediately after the Bid of the contract is concluded, the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the submission of Performance Security and Additional Performance Security, if any or</p>

		whichever is later. However, preparatory works shall be started from 10th day of issue of LOA.	handing over the site whichever is later.  However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after submission of performance security and prior to the date as prescribed above.
<u>20</u>	Clause 6.1 of CC, Chapter 6 of CMM	6.1 If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.  In addition, the department shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.	6.1 If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.  Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.  "Note (Not part of tender document):-  In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.
<u>21</u>	30 of ITB, Modifications in Chapter 2 (Turnkey) of CMM	30. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE  30.1 Security Deposit shall consist of two parts;	30. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE  30.1 Security Deposit shall consist of two parts;



	<p>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 be submitted by the successful bidder within 30 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"> <li>- 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 their branch at .....</li> <li>- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.</li> <li>- Demand Draft drawn in favour of ..... Coalfields Ltd on any Scheduled Bank payable at its Branch at.....</li> </ul> <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit. The bid security deposited may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</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</p>	<p>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 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"> <li>- 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 their branch at .....</li> <li>- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.</li> <li>- Demand Draft drawn in favour of ..... Coalfields Ltd on any Scheduled Bank payable at its Branch at.....</li> </ul> <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit. 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.</p>
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	<p>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. (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>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lacs.</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 upon satisfactory trial operations.</p> <p>Performance security/ Retention Money/ security deposit submitted in the form of BG shall be valid for 90 days after the end of Guarantee 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</p>	<p>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. (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>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lacs.</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 upon satisfactory trial operations.</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</p>
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	<p>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 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.</p>	<p>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 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</p>
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		<p>30.9 Failure of the successful Bidder to comply with the requirements of Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.</p>	<p>till completion of the rectification works as required.</p> <p>30.9 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>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>"Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.</p>
22	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 an b) Retention Money to be recovered 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 30 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>	<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 an b) Retention Money to be recovered 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> <p>- a Bank Guarantee in the form given in the bid document from any</p>

		<p>- 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 .....</p> <p>- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.</p> <p>- Demand Draft drawn in favour of ..... Coalfields Ltd on any Scheduled Bank payable at its Branch at.....</p> <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit. The bid security deposited may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p>	<p>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 .....</p> <p>- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.</p> <p>- Demand Draft drawn in favour of ..... Coalfields Ltd on any Scheduled Bank payable at its Branch at.....</p> <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit. 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>In addition to the above penal measures, the bidder shall not be allowed to participate in the re-tendering process. The company shall also debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered</p>
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		<p>3.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either -</p> <p>(a) at Bidder's option by a Scheduled Bank as per provisions of cl.3.1.1. 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> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.</p> <p>In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.</p> <p>3.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.</p> <p>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lakhs.</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</p>	<p>Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.</p> <p>3.1.2 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either -</p> <p>(a) at Bidder's option by a Scheduled Bank as per provisions of cl.3.1.1. 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> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>3.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.</p> <p>Retention Money may be released against equivalent Bank Guarantee only for values above Rs.25.0 lakhs.</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</p>
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		<p>converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.</p> <p>Performance security/ Retention Money /security deposit submitted in the form of BG shall be valid for 90 days after the end of Guarantee 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. 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</p>	<p>into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.</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. 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</p>
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		<p>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 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.</p> <p>3.9 Failure of the successful Bidder to comply with the requirements of Sub-Clause 3.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.</p> <p>In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.</p>	<p>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 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.</p>
23	Clause 6 of General Terms and Conditions of Contract, Modifications in Chapter 2 of CMM (Turnkey Contracts)	<p>6.0 TIME - THE ESSENCE OF CONTRACT</p> <p>6.1 The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The</p>	<p>6.0 TIME - THE ESSENCE OF CONTRACT</p> <p>6.1 The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance and submission of Performance Security or seven days after handing over the site for the first activity as per PERT network chart, whichever is later. The PERT/BAR</p>



	<p>contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.</p> <p>6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.</p> <p>For the purpose of this detailed time and progress/ PERT chart, the works shall be deemed to have commenced on the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site of work, whichever is later.</p> <p>6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.</p>	<p>chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA. The site may be handed over in full or part. The contractor shall give notice 30 days in advance prior to the completion of first activity for handing over the site required for Subsequent activity and this shall be provided as per the Critical/PERT network programme.</p> <p>6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.</p> <p>6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.</p>
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		6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.	6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.
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Sl No	Clause No	Existing Provision	Modified Provision (Approved in 400 Board Meeting)
24	Clause 9.4 of GTC, Chapter 3 of CMM	9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.	<p>9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company may decide to abandon or reduce the scope of the work in following circumstances:</p> <p>a). A drop in requirement consequent upon change in geo-mining conditions not allowing company/ management to proceed further being detrimental to the interest of Company.</p> <p>b). Continuation of work may endanger safety and security of men and property of the company.</p> <p>c). Causative events like land acquisition problems/problem of shifting of villagers etc.</p> <p>“Note (Not part of tender document):- The foreclosure shall require the approval of authority one step higher than the tender accepting authority. In case Board of CIL/Subsidiary is the tender approving authority, the foreclosure shall be done with approval of Board of CIL/Subsidiary. (However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.)”</p> <p>In this case the, Engineer-in-charge, shall give notice in writing</p>

		<p>The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.</p>	<p>to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.</p> <p>The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.</p> <p>However, the penalty on account of shortfall quantity as per clause 6.2 will be levied on the contractor.</p>
<u>25</u>	Clause 9.4 of GTC, Chapter 6 of CMM	<p>9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the Bid, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable –</p> <p>a) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.</p>	<p>9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company may decide to abandon or reduce the scope of the work in following circumstances:</p> <p>a). A drop in requirement consequent upon change in geo-mining conditions not allowing company/management to proceed further being detrimental to the interest of Company.</p> <p>b). Continuation of work may endanger safety and security of men and property of the company.</p> <p>c). Causative events like land acquisition problems/problem of shifting of villagers etc.</p> <p>d). In absence of Environmental &amp; forest clearance of any part of the working site (EMP &amp; Forest clearance shall be the responsibility of the Company).</p> <p>“Note (Not part of tender document):-</p>

		<p>The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, and relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.</p> <p>EMP &amp; Forest clearance shall be the responsibility of the Company. In absence of Environmental &amp; forest clearance of any part of the working site, the work will be stopped &amp; contract will be closed without any liability on the part of Company other than as mentioned at 9.4 above.</p>	<p>The foreclosure shall require the approval of authority one step higher than the tender accepting authority. In case Board of CIL/Subsidiary is the tender approving authority, the foreclosure shall be done with approval of Board of CIL/Subsidiary. (However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.)”</p> <p>In this case the, Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.</p> <p>The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.</p> <p>However, the penalty on account of shortfall quantity as per clause 6.2 will be levied on the contractor.</p>
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SI No	Clause No	Existing Provision	Modified Provision (Approved in 400 Board Meeting)
26.	Clause 5 of  SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT  EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION  Chapter 6 of CMM	5. Measurements and Payments:  Measurement of O.B and Coal:  Before an area is taken up for working, the pre-level survey shall be taken up jointly as described hereafter on the base plan. The contractor shall sign the base plan with respect of which subsequent survey volumes will be determined. Contractors are required to furnish their proposed work completion schedule indicating month-wise progress keeping in view the total quantum of work. The schedule so given should be agreed by Engineer-in-Charge.  The initial and final joint survey measurement of the works, coal and Over Burden (O.B) shall be carried out by Area authority in association with Hd. Qtr. Survey Team, CMPDIL / other subsidiary team and representative of agency.  All interim monthly measurement of O.B. and Coal shall be done on insitu basis by Unit Surveyor along with the representative of agency in accordance with survey measurement	5. Measurements and Payments:  Measurement of O.B and Coal:  Before an area is taken up for working, the pre-level survey shall be taken up jointly as described hereafter on the base plan. The contractor shall sign the base plan with respect of which subsequent survey volumes will be determined. Contractors are required to furnish their proposed work completion schedule indicating month-wise progress keeping in view the total quantum of work. The schedule so given should be agreed by Engineer-in-Charge.  The initial and final joint survey measurement of the works, Coal and Overburden (OB) shall be carried out by Area authority in association with Hq. Survey Team, CMPDIL / other subsidiary team and representative of agency.

	<p>as prescribed in the code for uniform system of maintenance, control and verification of coal stock in all mines of CIL.</p> <p>Mode of interim quarterly / half-yearly measurement is to be carried out by Area Surveyor, Unit Surveyor, representative of Head Quarter and representative of the agency. Association of CMPDIL / other subsidiaries may also be sought at the discretion of the CMD of the company.</p> <p>Surveying and levelling:-</p> <p>a) Initial surveying and levelling shall be carried out as per "New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL". The subsidiary shall incorporate such mode in the bid document.</p> <p>b) Subsequent Surveying and Levelling: This will be carried out as per "New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL".</p> <p>The dates of all such measurements and also the date of initial measurement will be recorded on the plan along with the reduced level of each point. If the entries are too numerous and difficult to accommodate on the plan, a register may be maintained for recording the levels with dates.</p> <p>c) When coal seam is exposed, the levels of top of the seam will be taken before the coal is extracted by Area Surveyor. Similarly, the levels of floor will be taken before the area is back filled or allowed to get drowned by CMPDIL / other subsidiary team.</p>	<p>All interim monthly measurement of O.B. and Coal shall be done on in situ basis by Unit Surveyor along with the representative of agency in accordance with survey measurement as prescribed in the code for uniform system of maintenance, control and verification of coal stock in all mines of CIL.</p> <p>Mode of interim quarterly / half-yearly measurement is to be carried out by Area Surveyor, Unit Surveyor, representative of Head Quarter and representative of the agency. Association of CMPDIL / other subsidiaries may also be sought with the approval of CMD of the company.</p> <p>Surveying and levelling:-</p> <p>a) Initial surveying and levelling shall be carried out as per "New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL". The subsidiary shall incorporate such mode in the bid document.</p> <p>b) Subsequent Surveying and Levelling: This will be carried out as per "New Code of Uniform System of Maintenance, Control and Verification of Coal Stock in all mine of CIL".</p> <p>The dates of all such measurements and also the date of initial measurement will be recorded on the plan along with the reduced level of each point. If the entries are too numerous and difficult to accommodate on the plan, a register may be maintained for recording the levels with dates.</p> <p>c) When coal seam is exposed, the levels of top of the seam will be taken before the coal is extracted by Area Surveyor. Similarly, the levels of floor will</p>
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		<p>d) In the excavated portion also, the levels of the points along the grid where there are abrupt changes in the levels should also be taken.</p> <p>e) A Bench Mark and a base line will be maintained at suitable places away from the quarry on firm undisturbed ground. The levels and positions of the pillars should be rechecked in reference to the bench mark and base line every six months by Area Office Surveyor.</p> <p>f) Measurement of Overburden Removal: Any standard in Situ method for measurement of quantity of overburden removed can be adopted. But, once a method is adopted it will not be changed. Payment will be made of the quantities as measured.</p>	<p>be taken before the area is back filled or allowed to get drowned by CMPDIL / other subsidiary team.</p> <p>d) In the excavated portion also, the levels of the points along the grid where there are abrupt changes in the levels should also be taken.</p> <p>e) A Bench Mark and a base line will be maintained at suitable places away from the quarry on firm undisturbed ground. The levels and positions of the pillars should be rechecked in reference to the bench mark and base line every six months by Area Office Surveyor.</p> <p>f) Measurement of Overburden Removal: Any standard in Situ method for measurement of quantity of overburden removed can be adopted. The modern system of survey measurement such as Electronic Total Station (ETS) and 3D Terrestrial Laser Scanner (3DTLS) shall be used in measurement. CIL/ Subsidiary can also adopt any new technology/gadget etc. as approved by CIL or Subsidiary for measurement of quantity of overburden.</p> <p>The initial and final measurement of HOE patch shall be done by CMPDIL/third party by 3DTLS. For contract more than one year, half yearly and annual measurement of OB shall also be reconciled on the basis of measurement by CMPDIL/third party done by 3DTLS. Note: Every Bill (running on account/final) shall be paid on measured quantity (survey measurement as above) on monthly basis. However it shall be reconciled Half yearly and Annually/Final on the basis of measurement by CMPDIL/third party done by 3DTLS.</p>
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SI No	Clause No	Existing Provision	Modified Provision (Approved in 400 Board Meeting)
27.	Clause 5 of Conditions of Contract, Chapter 3 of CMM	<p><b>5.DEVIATIONS/ VARIATIONS IN QUANTITIES:</b></p> <p>Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.</p> <p>5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.</p>	<p><b>5. DEVIATIONS/ VARIATIONS IN QUANTITIES:</b></p> <p>Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.</p> <p>5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in</p>



		<p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.</p> <p>5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:</p> <p>a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which</p> <p>b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which</p> <p>c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.</p> <p>In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest</p>	<p>accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.</p> <p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works.</p> <p>5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:</p> <p>a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which</p> <p>b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which</p> <p>c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.</p> <p>In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall</p>
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		<p>applicable rate for the similar item of work in the other schedule of quantities.</p> <p>However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.</p> <p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.</p>	<p>be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.</p> <p>However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.</p> <p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations with consent of the contractor shall need appropriate approval, as below:</p> <p>a) Additional quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”</p> <p>b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, additional quantity beyond 10 % and upto 30</p>
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		<p>5.7 The re-appropriation/re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.</p>	<p>be resolved separately with the company.</p> <p>5.7 The re-appropriation/re-allocation of the quantities.</p> <p>a) Quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”</p> <p>b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, quantity beyond 10 % and upto 30 % of original awarded value may be done with the approval as per DoP.</p> <p>“Note (Not part of tender document):- This shall require the approval of authority one step higher than the tender accepting authority. In case of Board is tender accepting authority, then the approval of TAA of CIL/Subsidiary is to be obtained.”</p>
28.	Clause 6.4 to 6.8 of CC, Chapter 3 of CMM	<p>6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge :</p> <p>a. abnormally bad weather b. serious loss or damage by fire</p>	<p>6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate Engineer-in-charge in writing immediately:</p> <p>a. abnormally bad weather b. serious loss or damage by fire</p>

	<p>c. civil commotion, strikes or lockouts affecting any of the trades employed on the work</p> <p>d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work</p> <p>e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.</p> <p>A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.</p> <p>The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.</p> <p>The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.</p> <p>6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.</p>	<p>c. civil commotion, strikes or lockouts affecting any of the trades employed on the work</p> <p>d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work</p> <p>e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.</p> <p>"Hindrance Register" should be maintained for recording the hindrances.</p> <p>The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.</p> <p>Deleted</p>
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30	Clause 5 of GTC, Chapter 6 of CMM	<p>5. DEVIATIONS/VARIATIONS IN QUANTITIES:</p> <p>Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for bidding and any variation either by addition or omission shall not vitiate the contract.</p>	<p>5. DEVIATIONS/VARIATIONS IN QUANTITIES:</p> <p>Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for bidding and any variation either by addition or omission shall not vitiate the contract.</p>

		<p>5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.</p> <p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.</p>	<p>5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.</p> <p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract</p> <p>In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine to achieve the quantity limited to mutually agreed time and progress chart/NIT. No sooner the adequate hindrance free space at original site is available the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.</p> <p>“Note (Not part of tender document): The shifting of place of work should not allow / accrue any extra benefit to the Contractor. Such change of site to be approved by</p>
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		<p>5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:</p> <p>a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which</p> <p>b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendered work has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Bid documents, failing which</p> <p>c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding fifteen percent or on the basis of market rates, if any, prevailing at the time when work was done.</p> <p>In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.</p> <p>However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to</p>	<p>CMD of Subsidiary Company with intimation to the Board.”</p> <p>5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:</p> <p>a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which</p> <p>b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendered work has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Bid documents, failing which</p> <p>c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding fifteen percent or on the basis of market rates, if any, prevailing at the time when work was done.</p> <p>In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.</p>
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		<p>arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.</p> <p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.</p>	<p>However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.</p> <p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations with consent of the contractor shall need appropriate approval, as below:</p> <p>a) Additional quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.</p> <p>“Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”</p> <p>b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, additional quantity beyond 10 % and upto 30 % of original awarded value may be awarded with the approval of Competent Authority.</p> <p>“Note (Not part of tender document):- This shall require the approval of authority one step higher than the tender accepting authority. In case</p>
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		<p>5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.</p> <p>The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.2 &amp; 4.3 taking into consideration the period of extension.</p> <p>5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.</p> <p>5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.</p>	<p>of Board is tender accepting authority, then the approval of TAA of CIL/Subsidiary is to be obtained.”</p> <p>5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.</p> <p>The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.2 &amp; 4.3 taking into consideration the period of extension.</p> <p>5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.</p> <p>5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.</p> <p>5.7 The re-appropriation/re-allocation of the quantities.</p>
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			<p>a) Quantity upto 10 % of original awarded value may be done in exceptional circumstances with the approval of Tender Approving Authority.</p> <p>"Note (Not part of tender document):-</p> <p>In the above case, approval of Tender accepting authority (TAA) shall be taken. In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained."</p> <p>b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, quantity beyond 10 % and upto 30 % of original awarded value may be done with the approval as per DoP.</p> <p>"Note (Not part of tender document):- This shall require the approval of authority one step higher than the tender accepting authority. In case of Board is tender accepting authority, then the approval of TAA of CIL/Subsidiary is to be obtained."</p>
31.	Clause 6.4 to 6.8 of CC, Chapter 6 of CMM	<p>6.4 Extension of date of completion – on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge:</p> <p>a. abnormally bad weather  b. serious loss or damage by fire  c. civil commotion, strikes or lockouts affecting any of the trades employed on the work  d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work</p>	<p>6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate Engineer-in-charge in writing immediately:</p> <p>a. abnormally bad weather  b. serious loss or damage by fire  c. civil commotion, strikes or lockouts affecting any of the trades employed on the work  d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract,</p>

	<p>e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.</p> <p>"Hindrance Register" should be maintained for recording the hindrances.</p> <p>The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.</p> <p>The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.</p> <p>6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement. Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.</p> <p>6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or both. The extension will have to be by party's agreement, expressed or implied.</p>	<p>holding up further progress of the work</p> <p>e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.</p> <p>"Hindrance Register" should be maintained for recording the hindrances.</p> <p>The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.</p> <p>Deleted</p> <p>6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or both. The extension will have to be</p>
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	<p>In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.</p> <p>6.7 (a) The successful bidder/contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of</p>	<p>bipartite agreement, expressed or implied. The extension of time shall be granted with the approval of Accepting Authority of the tender.</p> <p>“Note (Not part of tender document):-</p> <p>In case Board or Empowered Committee or FDs of CIL/Subsidiary or CMD is tender accepting authority, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained.”</p> <p>In case the Contractor does not apply for grant of extension of time within 30 (thirty) days before the stipulated date of completion of contract and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge with the approval of Competent Authority as mentioned above can issue extension of time even in the absence of application from the Contractor. Such extension of time is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy penalty on account of shortfall quantity under clause 6.2 of condition of contract.</p> <p>6.7 (a) The successful bidder/contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the</p>
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	<p>Force Majeure, the contract may be terminated at the discretion of the company.</p> <p>(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.</p> <p>6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.</p> <p>Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.</p> <p>In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose</p>	<p>event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.</p> <p>(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.</p> <p>6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.</p> <p>Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.</p> <p>In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher</p>
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		decision will be final and binding on the contractor and the decision to be communicated within 15 days.	<p>authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 days.</p> <p>6.9 Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of contractor) at same terms and conditions.</p>
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<b>SI No</b>	<b>Clause No</b>	<b>Existing Provision</b>	<b>Modified Provision (Approved in 400 Board Meeting)</b>
32	Clause 6.2 of CC, Chapter 3 of CMM	6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress	6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without



	<p>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, shall become liable to pay for penalty as under :</p> <p>a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.</p> <p>i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.</p> <p>ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.</p> <p>iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value. Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding three months within the stipulated time of completion. Once the shortfall is fully made up the so withheld penalty will be released.</p>	<p>prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:</p> <p>a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied.</p> <p>i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall quantity in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.</p> <p>ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.</p> <p>iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.</p>
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			<p>iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.</p> <p>The contractor shall be allowed to make up the shortfall as per a (i) &amp; (ii) above within the respective Financial Quarter only.</p> <p>The penalties so deducted shall not be refunded.</p>
<u>33</u>	Clause 6.3 of CC, Chapter 3 of CMM	6.3 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.	Deleted
<u>34</u>	Clause 2 of CC/GTC, Modifications in Chapter 3 of CMM	<p><b>2.CONTRACT DOCUMENTS:</b></p> <p>The following documents shall constitute the contract documents:</p> <p>(vii) Articles of Agreement,</p> <p>(ii) Notice Inviting Tender and Instructions to tenderers,</p> <p>(iii)Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,</p> <p>(iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,</p> <p>(v) Scope of works/Bills of quantities and</p> <p>(vi) Finalised work programme.</p> <p>(vii) Integrity Pact (applicable for contracts above Rs. 500 lakhs.)</p>	<p><b>3.CONTRACT DOCUMENTS:</b></p> <p>The following documents shall constitute the contract documents:</p> <p>(i) Articles of Agreement,</p> <p>(ii) Notice Inviting Tender and Instructions to tenderers,</p> <p>(iii)Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,</p> <p>(iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,</p> <p>(v) Scope of works/Bills of quantities and</p> <p>(vi) Finalised work programme.</p> <p>(vii) Integrity Pact as applicable as decided by different Subsidiary companies</p> <p>(viii) Guidelines for Banning of Business.</p> <p>(ix) Any other document if required.</p>
<u>35.</u>	Clause 6.2 of CC, Chapter 6 of CMM	6.2 In the event of the contractor's failure to comply with 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	6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

		<p>other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under :</p> <p>a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.</p> <p>i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.</p> <p>ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.</p> <p>iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value. Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding three months within the stipulated time of completion. Once the shortfall is fully made up the so withheld penalty will be released.</p>	<p>a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied.</p> <p>i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.</p> <p>ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.</p> <p>iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.</p> <p>iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work. The contractor shall be allowed to make up the shortfall quantity as per a</p>
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			(i) & (ii) above within the respective Financial Quarter only. The penalties so deducted shall not be refunded.
<u>36</u>	Clause 6.3 of CC, Chapter 6 of CMM	6.3 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.	Deleted
<u>37.</u>	Clause 2 of CC/GTC, Chapter 6 of CMM	2. CONTRACT DOCUMENT: The following documents shall constitute the contract documents: (i) Articles of Agreement, (ii) Notice Inviting Bid and Instruction to bidders, (iii) Letter of Acceptance of Bid indicating deviations, if any, from the conditions of contract incorporated in the Bid/Bid document. (iv) Conditions of contract, including general terms and conditions, special notes and additional terms and conditions, Vocational Training & Safety Norms etc. forming part of the bid document, (v) Integrity Pact, if applicable (vi) Scope of work/Bill of Quantity and (vii) Finalised work programme.	2. CONTRACT DOCUMENT: The following documents shall constitute the contract documents: (i) Articles of Agreement, (ii) Notice Inviting Bid and Instruction to bidders, (iii) Letter of Acceptance of Bid indicating deviations, if any, from the conditions of contract incorporated in the Bid/Bid document. (iv) Conditions of contract, including general terms and conditions, special notes and additional terms and conditions, Vocational Training & Safety Norms etc. forming part of the bid document, (v) Integrity Pact, if applicable (vi) Scope of work/Bill of Quantity and (vii) Finalised work programme. (viii) Guidelines for Banning of Business (ix) Any other document if required.