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सन्दर्भ संख्या: सी. आई. एल / सिविल / 31(PH/13)1521

dated: 15.05.2024

To  
General Manager/HoD(Civil),  
SECL/MCL/BCCL/CCL/NCL/WCL/ECL/CMPDIL,  
ED (IICM), General Manager, NEC,  
General Manager, Delhi

**Sub:- Standard Operating Procedures (SOPs)/Checklists for different processes in procurement/project execution of Civil Engineering Works in CIL and its Subsidiaries.**

Dear Sir,

The Committee of Functional Directors of CIL in its 334<sup>th</sup> meeting held on 23.04.2024 approved the Standard Operating Procedures (SOPs)/Checklists for different processes in procurement/project execution of Civil Engineering Works in CIL and its Subsidiaries.

The SoP shall be read along with Manual for Civil Engineering Works and Guidelines of e-Procurement of Works and Services. In case of any conflict the provisions of manuals shall prevail.

This is being issued with approval of competent authority.

Encl: 1. MoM of 334<sup>th</sup> CFD  
2. SoP

Copy to:-

- ED(Co-ordination), CIL
  - ED(Fin.), CIL
  - TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
  - GM(Vigilance), CIL
  - GM(CMC), CIL
  - TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
  - GM(System), CIL
  - GM/HOD(Admin.), CIL
  - Office copy
- with request to upload in CIL Website under Manual head

योग एकारा मिते  
15/05/24  
महाप्रबंधक/विभागाध्यक्ष(सिविल)  
महाप्रबंधक / विभागाध्यक्ष (सिविल)  
General Manager / HoD (Civil)  
सिविल अभियांत्रिकी विभाग  
Civil Engineering Division  
कोल इंडिया लिमिटेड  
Coal India Limited



**COAL INDIA LIMITED**

# **Standard Operating Procedures for Civil Engineering Works**

**(April 2024)**

## **PREAMBLE**

Manual for Civil Engineering Works (MCEW) updated till October 2023 was issued in line with Manuals of Department of Expenditure, MoF. This Manual is a comprehensive document that provide a high-level information and broad overview of policies, procedures, guidelines, and other relevant information. MCEW covers a wide range of topics, including general operating procedures, organizational structure, employee roles and responsibilities, code of conduct etc. which is applicable for a wide audience including employees, managers, and stakeholders. This manual acts as a general framework for understanding organizational operations and procedures.

In order to ensure, consistency in implementation of policies and procedures with efficiency and accountability, 'Formulation of Standard Operating Procedures/Checklists for different processes in procurement/project execution' was felt necessary.

Standard Operating Procedures (SOPs) is a detailed document that outline specific step-by-step clear instructions, protocols, work-flows and guidelines for performing routine tasks or processes pertaining to Civil Engineering Works. In order to ensure consistency, quality, efficiency, risk reduction, accountability, and continuous improvement, SOP document is prepared.

Major government organizations like Central Public Works Department (CPWD) publish two separate documents for Works contracts, viz CPWD Works Manual and Standard Operating Procedures for CPWD Works Manual.

Ministry of Coal, during its various review meetings emphasizes upon training and capacity building, particularly on extant guidelines of procurement, manuals and also prescribes adoption of Standard Operating Procedures (SOPs).

This document contains Standard Operating Procedures (SOPs) for 29 salient processes of procurement/project execution of Civil Engineering Works for CIL and its Subsidiaries.

The Standard Operating Procedures (SOPs) has been prepared based on the Manual for Civil Engineering Works (MCEW) and/ or Guidelines for e-Procurement of Works & Services.

The SoP shall be read along with Manual for Civil Engineering Works and Guidelines of e-Procurement of Works and Services. In case of any conflict the manuals shall prevail.

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| SoP ID       | TITLE                     | Standard Operating Procedure (SoP)  |
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| <b>CE_01</b> | <b>Preparation of PPR</b> | <ol style="list-style-type: none"> <li>1. Whether the work is an Original Works Valuing Rs.10 Crore or More OR Specialized Work? If yes, Feasibility Study Report/Preliminary Project Report (PPR) must be prepared.</li> <li>2. Who has prepared the report? <ol style="list-style-type: none"> <li>i. Concerned project/unit/headquarter</li> <li>ii. Concerned project/unit/headquarter with assistance of CMPDI</li> <li>iii. External hired agency.</li> </ol> </li> <li>3. Check whether the following details are included <ol style="list-style-type: none"> <li>i. Land Details and availability</li> <li>ii. Site Details and availability of auxiliary services</li> <li>iii. Functional and space requirements</li> <li>iv. Broad Specifications for specialised Equipment and Plants</li> <li>v. Layout Plans etc., with the technical details</li> <li>vi. Approved Concept Plans/Preliminary Drawings</li> <li>vii. Background of the work/project justifying the need for the work</li> <li>viii. Details of scope of the project</li> <li>ix. Exclusions (if any)</li> <li>x. Mode of procurement-open tender/nomination basis etc.</li> <li>xi. Rough Cost Estimate and its basis of preparation</li> <li>xii. Cost benefit analysis (if relevant)</li> <li>xiii. Cash flow (year-wise)</li> <li>xiv. Source &amp; availability of funds &amp; mode of fund transfer</li> <li>xv. Requisition of concerned department</li> <li>xvi. Any other relevant document(s)</li> <li>xvii. Presentation on findings of feasibility study/PPR to Competent Authority</li> </ol> </li> </ol> |
| <b>CE_02</b> | <b>Preparation of DPR</b> | <ol style="list-style-type: none"> <li>1. Whether in-Principle Approval and financial concurrence of PPR is done? If yes, Detailed Project Report (DPR) shall be prepared.</li> <li>2. Whether the work is Civil/E&amp;M Capital work valuing Rs.10 crore and above, preparation of DPR shall be mandatory (Ref. Cl. 1.01.11).</li> <li>3. The DPR should contain the following references: <ol style="list-style-type: none"> <li>i. Concept plan/preliminary drawings and their acceptance</li> <li>ii. Details of scope of project with list of Engineering Service and inclusion/exclusion of Operation and Maintenance in the DPR/PE</li> <li>iii. Preliminary estimated cost including expected escalation, departmental/lump sum charges to be paid to executing agency, year-wise cash flow projection and principal of Life Cycle cost to the extent possible.</li> <li>iv. Time of completion – one for pre-construction activity till award of work and the other one for the execution</li> <li>v. Details of land required along with land plan schedule</li> <li>vi. Environmental impact assessment (EIA) and approval thereof (as applicable)</li> <li>vii. Social Impact Assessment and Resettlement and Rehabilitation Plan for PAPs (as applicable)</li> <li>viii. List of Approval of Statutory Bodies required</li> <li>ix. Allocation of Budget</li> <li>x. Annual plan allocation and Cash flow</li> </ol> </li> </ol>   |

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|              |                                      | <ul style="list-style-type: none"> <li>xi. Systems to be adopted for project monitoring</li> <li>xii. Works accounting system</li> <li>xiii. Quality assurance system/mechanism</li> <li>xiv. Bidding Systems</li> <li>xv. Record of discussion during presentation of PPR to Competent Authority</li> </ul> <p>4. Who is executing the work?</p> <ul style="list-style-type: none"> <li>i. CIL/Subsidiary – DPR and PE to be prepared by CIL/Subsidiary with/without assistance of CMPDIL or any hired agency.</li> <li>ii. Public Works Organisation/Public Sector Undertaking – DPR and PE shall be prepared by the agency.</li> <li>iii. In case consultant is preparing DPR, was it ensured that the agency has successful project design/supervision experience and whether reasonable time was given to them?</li> </ul> <p>5. Were proper field surveys and investigation of ground conditions done?</p> <p>6. Was concerned department/field units and their inputs included in the DPR preparation?</p> <p>7. Whether presentation on DPR to be made to the Competent Authority?</p> <p>8. Whether Administrative approval and financial concurrence has been accorded by the competent authority after examination of DPR/PE?</p> <p>9. Whether Sanction Order issued with scope of work, estimated cost, and time schedule for work completion and funding sources along with their share?</p>  |
| <b>CE_03</b> | <b>Preparation of Rough Estimate</b> | <p>1. Whether the work is an Original Works Valuing Rs.10 Crore or More OR Specialized Work? If yes, Rough Estimate may be prepared.</p> <p>2. Rough Cost Estimate may be prepared based on the provisions of MCEW (Cl. 2.01(a)).</p> <p>3. Whether representatives of all the concerned disciplines have been involved?</p> <p>4. Whether appointment of Consultant is included in the estimate, if required?</p> <p>5. Details to be included before according administrative approval of sanctioning authority:</p> <ul style="list-style-type: none"> <li>i. Approx. and feasible cost on broad basis, cost expected due to local special condition, special construction method and technique etc. (to be supported by a proper report).</li> <li>ii. Reference of plinth area rates and updation by cost indices.</li> <li>iii. Approx. cost of architecture/engineering and interior and landscape designs.</li> <li>iv. Approx., cost of interior furnishing, electrical installations, meeting the requirements of Building Bye-laws of local bodies.</li> <li>v. For industrial structures 10% extra to be added to estimated cost derived on the basis of prevalent SOR.</li> <li>vi. For underground works estimate is to be prepared on analysis based on wage board rates / circulated rates (HPC wages) by the company for labour component, prevalent material cost and working conditions. In addition, cost on account of lead and lift be also considered. Such structures shall be treated as industrial structures.</li> </ul> |

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| <b>CE_04</b> | <b>Preparation of Preliminary Estimate</b>                        | <ol style="list-style-type: none"> <li>Whether the work is an Original Works Valuing Rs.10 Crore or More OR Specialized Work? If yes, Preliminary Estimate (PE) may be prepared.</li> <li>Whether PE includes the following in addition to rough estimate: <ol style="list-style-type: none"> <li>Expected escalation for the period of completion</li> <li>Departmental/lump sum charges to be paid to the executing agency (Public Works Organization or PSUs)</li> <li>Year-wise cash flow projection</li> <li>Principles of Life Cycle Cost (to the extent possible)</li> </ol> </li> </ol>  |
| <b>CE_05</b> | <b>Preparation of Detailed Estimate (Cl. 1.02, 2.02 and 4.18)</b> | <ol style="list-style-type: none"> <li>For Original Works Valuing Rs.10 Crore or More OR Specialized Work; <ol style="list-style-type: none"> <li>On receipt of approval of DPR, expenditure sanction and confirmation about the likely availability of land, the concerned executive officer shall decide on the package for the purpose of technical sanction.</li> <li>The concerned executive officer shall take up preparation of detailed estimate and based on preliminary drawings.</li> </ol> </li> <li>For all the other Civil Engineering works of both Capital and Revenue nature (except 1 above)- <ol style="list-style-type: none"> <li>After having budgetary provision and confirmation about the likely availability of land, the concerned executive officer shall take up preparation of detailed estimate with supporting design/drawing and justification of rate, as required.</li> </ol> </li> <li>Requirements specified in Cl. 2.02 shall be ensured (as applicable)</li> <li>In case of tendering is not done for six months or more from date of approval of estimate, the estimate shall be reviewed and fresh approval shall be obtained.</li> </ol> |
| <b>CE_06</b> | <b>Processing a Detailed Estimate</b>                             | <ol style="list-style-type: none"> <li>Verify the budgetary provision for the work</li> <li>If it is a Capital work valuing Rs 10 Crore or more or a Special type of work then verify that whether DPR is approved.</li> <li>In other cases Step 2 is not required.</li> <li>The availability of land/site as per Cl.5.01 of MCEW should be ensured.</li> <li>The detailed estimate shall be prepared as per the provisions of MCEW (Cl. 2.02)</li> <li>Refer to the SoP for preparation of detailed estimate</li> <li>The justification of rate, as required should be included.</li> <li>The suggested mode of procurement needs to be mentioned.</li> <li>All the required annexures as indicated in Cl 2.02 of MCEW.</li> <li>The basis of valuation, i.e. reference of SOR/ AOR/SR is to be mentioned against each item</li> <li>It shall be processed as PR in SAP with financial year-wise break up</li> <li>The approval shall be obtained as per Release Procedure as configured in ERP in accordance to current DoP</li> </ol>   |
| <b>CE_07</b> | <b>Evaluation/ Scrutiny of an Estimate</b>                        | <ol style="list-style-type: none"> <li>Budgetary Provision.</li> <li>Whether DPR is required or not as per the provisions of MCEW.</li> <li>Working drawings, design, detailing of work location maps as required.</li> <li>The availability of land/site as per Cl.5.01 of MCEW should be ensured.</li> <li>Whether item description and rates are in line with approved/adopted SoR of the Company or in line with MCEW.</li> <li>Similarly Rates are to be verified from SoR and market rate of analysed items needs to be scrutinized.</li> <li>Justification is agreeable</li> <li>Is not in contravention with any applicable statute like Building Bylaws, Required approval of Statutory Bodies, Applicable BIS/IRC Codes etc.?</li> <li>Mode of procurement is in line with MCEW</li> </ol>   |

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|              |  | <p>10. Calculation checks as per release procedure as configured in ERP at different levels.</p> <p>11. Delegation of Power for approval of estimate</p>  |
| <b>CE_08</b> | <b>Drafting of NIT</b>                   | <p>1. Whether the PR has got competent approval as per DoP</p> <p>2. Whether standard NIT exists for the category of works/service in compliance with Clause 7 of Chapter II of Guidelines of e-Procurement of Works and Services of CIL</p> <p>3. If yes then follow it else prepare a standard NIT as per above cited provision or if it is an one time requirement then prepare a customized NIT based on relevant manuals of CIL to be approved by DT CIL/Subsidiary</p> <p>4. The BoQ has to be prepared as per standard template available on e-Procurement portal of CIL customized as per specific requirement of the NIT</p> <p>5. The specific NIT shall require approval of Tender Inviting Authority before uploading online by Creator.</p> <p>6. The NIT/Tender Document must contain all the required clauses</p> <p>7. The GTC /GCC, Safety Clause and Additional T&amp;C shall be in .pdf form and it shall be common for a category of work /service. The Special T&amp;C may vary in different tenders.</p> <p>8. Incorporation of Integrity Pact (IP) clause as per extant guideline</p> <p>9. The record of discussions during the presentation on DPR (if applicable) shall become part of tender file/project record.</p> <p>10. Plans/ Drawing, if any, will be the part of the NIT.</p> <p>11. The Tender Document for Works shall be in line with provisions of MCEW and Guidelines for e-Procurement of Works and Services of CIL</p>  |
| <b>CE_09</b> | <b>Floating A Notice Inviting Tender</b> | <p>1. Before floating a Tender online, following is to be ensured:</p> <ol style="list-style-type: none"> <li>PR is approved as per DoP</li> <li>Tender Committee has been constituted with Competent Approval as per Cl. 4.12 of MCEW.</li> <li>All the Bid Openers are from TC and they must have their DSC</li> <li>They are enrolled on e-Procurement portal having role of Bid Opener</li> <li>The bid opener from the Tender Inviting Department shall have the role of Evaluator in the GePNIC Portal of CIL.</li> <li>BoQ is as per standard Template and duly tested and validated and the NIT is approved as per Cl. 7 of Chapter II of Guidelines of e-Procurement of Works and Services of CIL</li> <li>The mode of Tendering, type of Price bid/contract type are decided</li> <li>The applicable rate of GST and its liability, availability of ITC are decided in consultation with Finance Department.</li> <li>The details of Pre bid meeting, if applicable</li> <li>The GTE Template is ready for the category of tender OR for the particular tender</li> <li>The BoQ, GTE Template and NIT to be floated are approved by TIA</li> </ol> <p>2. Tender is created by Creator in e-Procurement portal</p> <ol style="list-style-type: none"> <li>Creator shall ensure to opt period of bid submission and other critical dates in the online mode in compliance to relevant provisions of Guidelines of e-Procurement of Works and Services.</li> </ol> <p>3. To ensure that the floated NIT is mirrored in eprocure.gov.in portal maximum by next day (For tenders published on GePNIC).</p> <p>4. Sending the details to concerned department for uploading on the company's website.</p> |

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| <b>CE_10</b> | <b>Publishing of Tender</b>                | <ol style="list-style-type: none"> <li>1. It is being published by HoD/In Charge of the department with his DSC and login ID on e-Procurement portal with ensuring the following- <ol style="list-style-type: none"> <li>i. All the parameters have been selected rightly by Creator.</li> <li>ii. The BoQ is correct as per requirement of NIT and the other essential clauses</li> </ol> </li> </ol>  |
| <b>CE_11</b> | <b>Opening of Technical Part</b>           | <p><b>A. <u>For One Part System-</u></b></p> <ol style="list-style-type: none"> <li>1. The tender shall be opened by the bid openers (Technical and price bid) on/after the prescribed date and time.</li> <li>2. The bid opening summary shall be uploaded by the Evaluator.</li> <li>3. All the documents of L1-Bidder and the Evaluation sheets including price bid/ BoQ /comparative charts generated by the system online shall be downloaded after opening of bid for evaluation.</li> </ol> <p><b>B. <u>For Two Part System- Opening of Technical Bid-</u></b></p> <ol style="list-style-type: none"> <li>1. The tender shall be opened by the bid openers (Technical bid) on/after the prescribed date and time.</li> <li>2. The bid opening summary shall be uploaded by the Evaluator.</li> <li>3. All the documents of Bidders and the Evaluation sheets generated by the system online shall be downloaded after opening of bid for evaluation.</li> </ol>  |
| <b>CE_12</b> | <b>Technical Evaluation of Tender</b>      | <ol style="list-style-type: none"> <li>1. The tender shall be shall be evaluated by duly constituted Tender Committee as per the clause 4.12 of MCEW.</li> <li>2. The technical cell of tender inviting department shall prepare a comparative statements (technical and price bid for One part System and Technical bid for Two Part System) and it shall be put to TC.</li> <li>3. The tender shall be evaluated as per Cl. No. 5.3, 5.4 and 6 of Chapter 3 of Guidelines of e-Procurement of Works and Services (Part-I)</li> <li>4. In case of One Part System no shortfall document shall be sought from bidder.</li> <li>5. The tender shall be cancelled in case rank 1 bidder in price bid fails to confirm its eligibility as per NIT conditions in case of One Part System with forfeiture of EMD.</li> <li>6. In case of Two Part System One time shortfall document may be sought in compliance with Cl. 6.2(II) of Chapter 3 of Guidelines of e-Procurement of Works and Services (Part-I).</li> <li>7. In case of Two Part System the opening price bid shall be done with approval as per Cl. 6.2(II)(I) of Chapter 3 of Guidelines of e-Procurement of Works and Services (Part-I).</li> <li>8. In both the cases, TC shall evaluate the tender as per the provisions of the NIT including specific provisions like Make in India, MSE(if applicable) etc.</li> </ol> |
| <b>CE_13</b> | <b>Opening of Price Bid and Evaluation</b> | <p><b>A. <u>For One Part System-</u></b></p> <ol style="list-style-type: none"> <li>a. The technical cell of tender inviting department shall prepare the justified price (if required) before opening of technical bid.</li> <li>b. The TC after deliberation of Justified price and Price bid including the comparative statement shall make its recommendations.</li> </ol> <p><b>B. <u>For Two Part System-</u></b></p> <ol style="list-style-type: none"> <li>a. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval as per as per Cl. 6.2(II)(I) of Chapter 3 of Guidelines of e-Procurement of Works and Services (Part-I).</li> <li>b. The Price bid shall be opened by the bid openers on/after the prescribed date and time.</li> </ol>   |

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|              |                             | <ul style="list-style-type: none"> <li>c. The price bid opening summary shall be uploaded by the Evaluator.</li> <li>d. BoQ of Bidders and the BoQ Comparative Chart generated by the system online shall be downloaded after opening for evaluation.</li> <li>e. The technical cell of tender inviting department shall prepare the justified price (if required) before opening of technical bid.</li> <li>f. The technical cell of tender inviting department shall prepare a comparative statements quoted price and it shall be put to TC.</li> <li>g. TC will recommend the award of work to successful bidder as per NIT.</li> <li>h. The TC after deliberation of Justified price and Price bid including the comparative statement shall make its recommendations.</li> </ul>  |
| <b>CE_14</b> | <b>Formation of TC</b>      | <ol style="list-style-type: none"> <li>1. After the approval of detailed estimate and before creating the tender online, the TC should be constituted with competent approval</li> <li>2. Dealing officer shall initiate a note for constitution of Tender Committee in accordance to Clause 4.12 of MCEW.</li> <li>3. If any minor deviation is required from Clause 4.12 of MCEW w.r.t. grade of TC members in case of non-availability of executive of proper grade in department/s then specific approval shall be obtained.</li> <li>4. All these approval shall be obtained from TAA limited to CMD of CIL/Subsidiary</li> <li>5. On approval, the communication shall be made to all TC members and TAA, either by Dealing Officer or the TC member from the Procuring department.</li> </ol>  |
| <b>CE_15</b> | <b>Calling a TC meeting</b> | <ol style="list-style-type: none"> <li>1. Either the dealing officer or TC member from the department in consultation with TC members in particular shall call the TC meeting in writing at every stage where either a deliberation or recommendation w.r.t. tender has to be done.</li> <li>2. The Clarifications/shortfall documents shall be sought only after consultation of TC</li> <li>3. Every TC meeting shall be followed by a TC deliberation or TC Recommendation in writing signed by all the TC members either on the same date or as deemed fit.</li> </ol>  |
| <b>CE_16</b> | <b>Negotiations</b>         | <ol style="list-style-type: none"> <li>1. Negotiations may be called in exceptional circumstances in accordance to Clause no. 4.19.2(a) Of MCEW with techno-commercially acceptable L1 bidder.</li> <li>2. The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the TAA limited to CMD of CIL/ Subsidiary based on the recommendations of the TC.</li> <li>3. Negotiations must be carried out by the CA or TC only.</li> <li>4. The Negotiation shall be done at specified time and venue.</li> <li>5. The original offer of the bidder must be valid before the close of negotiations. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations</li> <li>6. The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Appendix 14.</li> <li>7. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Appendix 14;</li> <li>8. Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Appendix 15.</li> <li>9. In case a bidder does not submit the revised bid, its original bid shall be considered.</li> <li>10. The deliberations of the Negotiations shall be made in writing.</li> </ol> |

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|              |   | <p>11. If there are more than one lowest bidder and splitting up of work is not considered necessary/feasible, L-1 may be decided as under:-</p> <ol style="list-style-type: none"> <li>All L-1 bidders may be advised to submit the reduced price online &amp; final L-1 may be decided on the basis of revised (reduced) Price.<br/>OR</li> <li>Through “Reverse Auction” amongst the L1 bidders online, if “Reverse Auction” is available in online mode.</li> </ol> <p>12. The above Principle may be followed for offline tenders also.</p>  |
| <b>CE_17</b> | <b>Preparation of TCR</b>                   | <ol style="list-style-type: none"> <li>TCR shall be in line with Cl. No. 4.19.1 of MCEW Part-I.</li> <li>Depending upon nature of TCR that whether it is for technical part or for Award of work, the elements of TCR may vary.</li> <li>Normally, the TCR must contain the following details <ol style="list-style-type: none"> <li>Details of Estimate including Name, ECV, Sanction, etc.</li> <li>Include the following details available on the e-Procurement Portal: <ol style="list-style-type: none"> <li>Tender Details</li> <li>Corrigendum(s)</li> <li>Clarifications</li> <li>Bid Summary</li> <li>Bidder Summary</li> <li>EMD Management Report</li> <li>Confirmatory Document</li> <li>Details of Bid Openers and Opening of Tender</li> <li>BoQ of the bidder(s) and BoQ Comparative Chart</li> <li>TPS if Applicable</li> <li>GTE and its compliance</li> </ol> </li> </ol> </li> <li>Apart from above, the following other details to be deliberated/covered in TCR <ol style="list-style-type: none"> <li>Date on which validity of tenders expires</li> <li>Comparative position of offers received</li> <li>Applicability of Price Variation Clause</li> <li>Negotiations, if any</li> <li>Price Justification</li> <li>Declaration by TC Members as per Cl. 4.17 of MCEW, Part-I</li> </ol> </li> </ol> <p>Note: The above list is indicative only. As per need, the content may vary.</p> |
| <b>CE_18</b> | <b>Award of Work/Cancellation of Tender</b> | <ol style="list-style-type: none"> <li>TC shall make its recommendation either for award of work to successful bidder or cancellation of tender as per conditions of tender document.</li> <li>The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.</li> <li>The TAA i.e. Competent Authority as per DoP shall approve the award of work /cancellation of tender after concurrence of associate finance based on TC recommendation.</li> <li>The timeline for clearing of proposal by associate finance shall be 03(three) working days.</li> <li>The responsibility of TAA shall be guided by Cl. No. 4.21 of MCEW</li> <li>After competent approval and financial concurrence of TCR, the work order to the L-1 Bidder will be issued or Tender Cancellation order shall be issued (as applicable).</li> <li>Work order, after approval of award, shall be issued by Staff Officer (Civil), Area or his nominated officer, for works tendered from area, and by GM/HoD(Civil) or his nominated officer for works tendered from Head Quarter.</li> </ol>  |

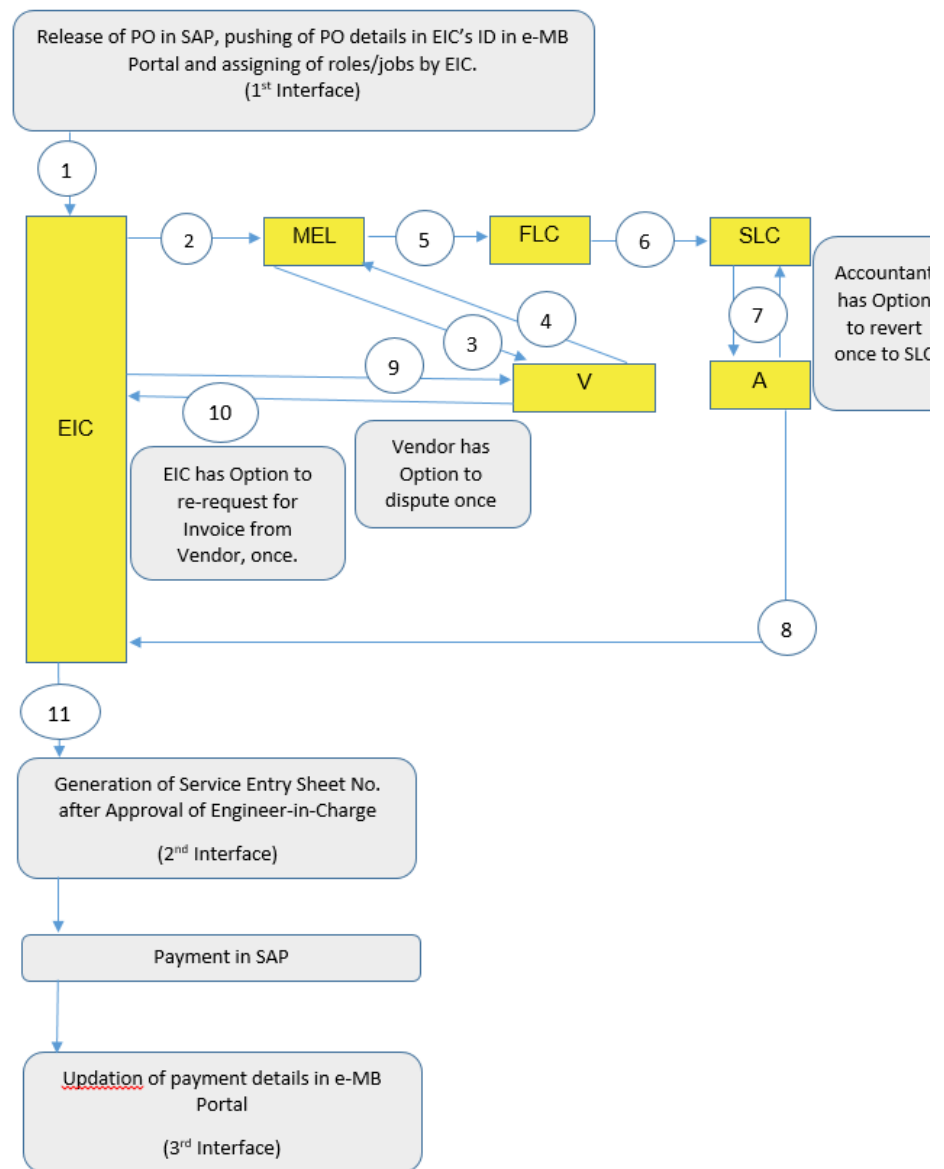
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|              |                       | <p>8. The scanned copy of the LOA/Work Order will be uploaded on the AoC page of e-Procurement portal.</p> <p>9. The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically through e-procurement portal of CIL to the successful bidder and it shall make the binding Contract with the Company.</p> <p>10. The offline communication of LOA, shall not be mandatory, if it indicated in NIT.</p>   |
| <b>CE_19</b> | <b>PSD Management</b> | <p><b>A. Submission</b></p> <ol style="list-style-type: none"> <li>1. Performance Security Deposit shall be taken as per Cl. No. 4.07.2 of MCEW</li> <li>2. In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.</li> <li>3. Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST).</li> <li>4. Performance Security should be 5% of contract amount.</li> <li>5. It shall be submitted within 21 days of issuance of LOA by the successful bidder in any of the form of NEFT/RTGS/BG/ Govt. Securities/FDR/any other form of deposit stipulated by the owner and duly pledged in favour of owner.</li> <li>6. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</li> <li>7. BG shall be as per the Performa given at Appendix 6 provided in MCEW.</li> <li>8. If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either – <ul style="list-style-type: none"> <li>(a) at Bidder's option by a Scheduled Commercial Bank , or</li> <li>(b) by a foreign bank located in India and acceptable to the employer.</li> </ul> Any BG issued by foreign bank from outside India shall not be accepted. </li> <li>9. The BG issued by outstation bank shall be operative at its local branch as indicated in the NIT and the same shall be verifiable through Structured Financial Messaging System (SFMS).</li> <li>10. The bid security deposited may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</li> <li>11. The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract /extended contract period (if any)", whichever is more.</li> <li>12. Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to concerned Division of CIL/Subsidiary.</li> </ol> <p><b>B. Delayed Submission of PSD:</b></p> <ol style="list-style-type: none"> <li>1. Subsidiary CFDs are authorized to accept Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.</li> <li>2. CFDs, CIL is authorized to accept Performance security for the work awarded after May'21 beyond the time limit of 14 days already authorized to subsidiary CFDs with proper justification on case to case basis.</li> </ol> <p><b>C. Action in case of Non-submission:</b></p> <p>In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money. 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> |

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|              |                                       | <p>In the above case, debarment shall be done as per Guidelines on Debarment of firms from Bidding.</p> <p><b>D. Extension and/or Encashment of BG:</b><br/>When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then CIL/ Subsidiary shall be at liberty to encash the BG.</p> <p><b>E. Release:</b></p> <ol style="list-style-type: none"> <li>1. Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).</li> <li>2. Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).</li> </ol>   |
| <b>CE_20</b> | <b>Execution of Written Agreement</b> | <ol style="list-style-type: none"> <li>1. The execution of agreement shall be done as per Cl. No. 4.08 of MCEW</li> <li>2. Only work order is issued to the contractor for works valued up to Rs.10 lakhs. It is not necessary to execute agreements in such cases.</li> <li>3. A formal agreement is executed on a non-judicial stamp paper of appropriate value for contracts in accordance with the relevant law of the State/Union of India more than Rs.10 lakhs.</li> <li>4. The performance security and stamp paper for execution of agreement has been submitted by contractor within 21 days of issue of LOA (or as mentioned in the LOA) and agreement executed within 30 days of issue of LOA.</li> <li>5. When contractor starts the work and continues with it, as specified in the LOA, the department [GM(C) / Staff Officer(C)], on the written request of the contractor, may extend up to 30 days period of execution of agreement.</li> <li>6. Any extension thereafter shall be with the approval of concerned Director or higher authority when the work is awarded from Head Qtr. And with the approval of GM, Area when the work is awarded with the approval of GM, Area.</li> <li>7. The agreement shall be executed in format provided at Annexure-3 of MCEW.</li> <li>8. Two sets of contract documents/agreements should be prepared and signed by both the parties. One of the sets should be stamped "Original" and the other "Duplicate". The duplicate copy should be supplied to the contractor free of cost and the original is to be retained by the dept.</li> <li>9. The agreement shall incorporate the following: <ol style="list-style-type: none"> <li>a. The agreement is signed by the contractor himself or a person holding the power of attorney to sign the agreement.</li> <li>b. Any alteration to the standard form may result in legal complications. No officer should accept unauthorized alterations to the standard contract form.</li> <li>c. The Terms and Conditions accepted by contractor and Work order issued by Department including all the correspondence thereafter shall form part of the agreement.</li> <li>d. That the contractor has submitted a labour license under Contract Labour (Regulation &amp; Abolition) Act 1970 and rules 1971( if applicable)</li> <li>e. The submission of insurance certificate as applicable</li> <li>f. The agreed Work Programme</li> <li>g. Site Handover Certificate</li> <li>h. Any other document as specified in the NIT.</li> </ol> </li> </ol> |

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|              |  | <p>10. The power to sign agreement on behalf of the company in respect of Civil Engineering Works only will be as follows subject to the condition that this power can be exercised only after the tender has been accepted by the competent authority to approve such award &amp; work order issued.</p> <p>a) For works tendered from Area – Staff Officer (Civil), Area.</p> <p>b) For works tendered from Head Quarter – GM/HoD(Civil).</p> <p>11. The page numbering of the agreement has been done serially.</p>  |
| <b>CE_21</b> | <b>Preparation and processing a DE</b>   | <p>1. Deviation Estimate (DE) represents any interim estimate, proposed for sanction, to take care of probable variations from the sanctioned estimate.</p> <p>2. When an excess beyond the sanctioned estimate is foreseen, and there is likely to be unavoidable delay in the preparation of a deviation estimate, an immediate report of the circumstances should be made to the authority whose sanction will ultimately be required.</p> <p>3. The DE shall take into consideration the quantities executed hitherto, along with the proposed quantities to be executed in balance contract period.</p> <p>4. Rates of Extra, Excess and Substituted Items shall be considered as per the Cl. 5.08 and 5.09 of MCEW.</p> <p>5. Deviation in respect of AHR &amp; ALR items for Item rate tenders shall be dealt with as per Clause 4.18.1.</p> <p>6. Acceptance of the contractor is desirable before the DE is put up for Competent Approval.</p> <p>7. After Competent Approval as DoP in line with MCEW CL. 5.06, Deviation Estimate Sanction Order shall be issued.</p> <p>8. Provision of budget for the DE shall be ensured before issuing Deviation Estimate Sanction Order.</p> <p>9. Accordingly, Contract and PO shall be modified in SAP.</p> |
| <b>CE_22</b> | <b>Preparation and processing a RE</b>   | <p>1. Revised estimates are prepared after completion of work to arrive at the completion value for the awarded work, for works valuing more than five lakhs based joint measurements as recorded in MB.</p> <p>2. Statement of Excess and Savings with respect to Original Value of the Contract shall be prepared and put up for Competent Approval.</p> <p>3. Rates of Extra, Excess and Substituted Items shall be considered as per the Cl. 5.08 and 5.09 of MCEW.</p> <p>4. Deviation in respect of AHR &amp; ALR items will have to be dealt with as per Clause 4.18.1.</p> <p>5. The revised estimate shall be approved as per Cl. No. 5.06</p> <p>6. Acceptance of the contractor is to be obtained before the RE is put up for Competent Approval.</p> <p>7. Provision of budget for the RE shall be ensured before issuing Revised Estimate Sanction Order.</p> <p>8. Accordingly, Contract and PO shall be modified in SAP.</p>   |
| <b>CE_23</b> | <b>Basic Standard Operating Procedure for use of e-MB and e-Billing Ecosystem Portal and payment</b> | <p>1. The payment of running on account bill and Final bill shall be dealt as per Cl. No. 6 of MCEW, Part-I.</p> <p>2. The running on account payment is generally made once in a calendar month or at the interval as stipulated in the Work Order/Agreement.</p> <p>3. The joint measurements shall be recorded in e-MB Portal (for all new works awarded after 01.09.2023) in compliance with Guidelines issued from CIL. The acceptance and check measurement shall be done online in e-MB portal. For old works, existing system as prescribed in MCEW at Cl. 5.11 to 5.15 shall be applicable.</p>  |

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|  |  | <p>Note: The recording, acceptance and check measurement shall be in compliance with BIS 1200.</p> <ol style="list-style-type: none"> <li>4. It may be checked whether Performance Security has been deposited by the contractor.</li> <li>5. If Performance Security has been submitted, it may be checked whether the execution of Formal Agreement has been done (in case of works valuing more than Rs.10 lakhs).</li> <li>6. Basic Standard Operating Procedure for use of e-MB and e-Billing Ecosystem Portal</li> </ol> <p><b>(a) Access to the Portal:</b><br/> The URL of the Portal is as below<br/> <a href="https://apps.coalindia.in/ords/f?p=247:LOGIN_DESKTOP:14152827360671:::">https://apps.coalindia.in/ords/f?p=247:LOGIN_DESKTOP:14152827360671:::</a><br/> The e-MB Portal is a secured portal registered on the name of Coal India Limited with SSL certificate. Access to the e-MB portal is by means of a two factor authentication i.e., User ID, Password and One Time Password to be entered, by any user.</p> <p><b>(b) User Management, Roles and Authorization:</b></p> <ol style="list-style-type: none"> <li>(i) Different types of User Roles are as follows: <ol style="list-style-type: none"> <li>a. <b>Super Admin (Super Admin):</b> Super Admin at CIL shall be authorized for addition/deletion of Nodal Officer/Admin at subsidiary level and assigning them roles. Super Admin shall also have option for addition/deletion of users of NEC and assigning them roles.</li> <li>b. <b>Subsidiary Admin (Sub Admin):</b> The Nodal Officer/Admin at Subsidiary Level shall be authorized to add/delete users and assign roles and authorization</li> <li>c. <b>Engineer-in-Charge (EIC):</b> For a particular Plant-Purchase Group combination, there shall be assigned only one Engineer-in-Charge. Engineer-in-Charge shall have authorization to assign the following as users for a particular Purchase Order (which is pushed from SAP): <ol style="list-style-type: none"> <li>i. Accountant</li> <li>ii. Paying Authority</li> </ol> The Engineer-in-Charge shall have option to assign the following roles (jobs) item wise (at Item Detail Level), for a Particular Purchase Order: <ol style="list-style-type: none"> <li>i. Measurement Entry Level</li> <li>ii. First Level Check</li> <li>iii. Second Level Check</li> </ol> </li> <li>d. <b>Measurement Entry Level (MEL):</b> Measurement Entry Level User shall have the following options <ol style="list-style-type: none"> <li>i. To enter measurements and forward it to vendor for acceptance.</li> <li>ii. Assign entry of measurements to the vendor.</li> </ol> </li> <li>e. <b>Vendor (V):</b> The vendor has the two options <ol style="list-style-type: none"> <li>i. To accept/correct the measurements (by means of enable/disable options) and forward it to Measurement Entry Level User.</li> <li>ii. Enter the measurements and forward to Measurement Entry Level User</li> </ol> </li> </ol> </li> </ol> |
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|  |  | <p><b>f. First Level Check (FLC):</b> The First Level Check User shall check the measurements forwarded by Measurement Entry Level User (after entry of measurements/acceptance by vendor).</p> <p><b>g. Second Level Check (SEL):</b> Second Level Check User shall check measurements forwarded by First Level Check User and forward the same to Accountant.</p> <p><b>h. Accountant (A):</b> Accountant shall check that the quantities billed forwarded by Second Level Check are in consonance of measurement recorded in e-MB and has option to revert the same to Second Level Check User (Once) for corrections (if any), and then submit it to Engineer-in-Charge (EIC) to obtain the Invoice from the Vendor.</p> <p><b>i. Paying Authority (PA):</b> Paying Authority shall have viewing rights.</p> <p>(ii) Addition of Executive users by Super Admin/Subsidiary Admin shall be done by pulling the data frxom SAP by means of EIS Nos.</p> <p>(iii) For addition of Non-Executive users, it has to be done manually.</p> <p>(iv) Each user shall be mapped with a particular Plant and Purchase Group combination, so that the respective Engineer-in-Charge can assign them roles/jobs against a particular Purchase Order.</p> <p>(v) System Administration shall be done at two levels:</p> <p style="padding-left: 20px;"><b>a.</b> Super Admin at CIL, who shall have control of master entries</p> <p style="padding-left: 20px;"><b>b.</b> Nodal Officer/Admin at Subsidiary level who shall have control over User Management</p> <p>(vi) System of assigning roles and making changes in assigned roles shall be a decentralized system</p> <p>(vii) The portal shall have movement log of e-MB which can be tracked.</p> <p>(viii) In case of change in roles, during tour/leave/transfer/separation from company, the role change can be done by written request to the Nodal Officer.</p> <p><b>(c) Process Flow and Interface with SAP:</b> The basic process flow after release of PO from SAP till creation of Service Entry Sheet in SAP is indicated in the flow chart below:</p> |
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- (i) After release of PO in SAP, the PO details shall flow into the e-MB Portal (1<sup>st</sup> Interface). The Engineer-in-Charge associated with that particular Plant-Purchase Group combination shall be able to assign roles/jobs to all other users as brought above.
- (ii) The Measurement Entry Level User, Vendor, First Level Check User, Second Level Check User and Accountant, shall forward e-MB for approval of Engineer-in-Charge, after entry checking and acceptance of measurements, along with vendor's Invoice.
- (iii) e-MB shall move from Measurement Entry Level to Second Level Check, only after concurrence of entries by Measurement Entry Level User and Vendor.
- (iv) Accountant during checking shall have one time option to revert the e-MB to Second Level Check.
- (v) Accountant shall then forward to EIC to obtain Invoice from the Vendor.
- (vi) EIC shall have one time option to re-request Invoice from the Vendor, in case correction is sought.
- (vii) Before raising Invoice, vendor has a one-time option to dispute the measurements after which the e-MB gets again forwarded to

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|  |  | <p>Measurement Entry Level User; after which the same loop would continue till approval of Engineer-in-charge.</p> <p>(viii) After approval of Engineer-in-Charge, the measurements get pushed to SAP and Service Entry Sheet gets generated (2<sup>nd</sup> Interface).</p> <p>(ix) After payment against the Service Entry Sheet created, through FICO Module, the payment details get updated on e-MB Portal (3<sup>rd</sup> Interface), for the next billing cycle.</p> <p><b>(d) Coverage of this concept:</b></p> <p>(i) This shall be applicable for works and service contracts of Civil and E&amp;M Department.</p> <p>(ii) In second phase, it shall be extended to works and service contracts of all other departments.</p> <p>(iii) Since the portal has been conceptualized as a generic portal; the MBs of Mining contracts can also be configured.</p> <p>(iv) The portal shall be flexible for future customizations.</p> <p>7. The rates adopted for various items of work should be in accordance with the work order/ contract agreement.</p> <p>8. The quantities of various works/ items should be within the provision of work order/ contract agreement subject to variation as per cl.5.06 or else covered by proper supplementary agreement/ deviation estimate / revised estimate issued in writing with the approval of competent authority. However, in such case revised PO/New PO should be created and released in ERP and pulled in e-MB portal.</p> <p>9. Contract Agreement no. and date, work order no. and date, date of commencement of work and date of completion of work as per agreement, extension of completion time granted by the competent authority, if any, should be correctly indicated in e-MB portal.</p> <p>10. It should be ensured that the bill has been signed by the contractor or the authorised representative of the contractor with date (in case of bills outside e-MB portal).</p> <p>11. It should be ensured that the persons signing the bill has been authorised by the contractor either by the power of attorney or by virtue of partnership deed.</p> <p>12. It should be ensured that other recoveries such as water, electricity charges, hire charges of plant and equipment etc. have been made properly.</p> <p>13. In case of Final bill the following should be ensured in addition to the above:</p> <ol style="list-style-type: none"> <li>Whether certificate of "No Claim" against the contractors by the Engineer-in-Charge is enclosed.</li> <li>Whether the contractor have given to the Engineer-in-Charge a no claim certificate.(cl. 9.7.03 of MCEW Part-II)</li> <li>Whether certificates of satisfactory completion of work to issued by the Engineer-in-charge is enclosed.</li> <li>Whether certificate of inspection on completion of work issued in compliance to Cl.5.16, is enclosed.</li> <li>Whether Indemnity Bond by the contractor against any claim by State Govt. towards Royalty for minor minerals is enclosed (if applicable).</li> <li>Whether the deviation estimate/revised estimate regularising the variation in quantities and/or extra items executed and the extension</li> </ol> |
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|              |                          | <p>of time of completion etc. have been sanctioned by the competent authority.</p> <p>g. Whether all recovery on account of hire charges, electricity, water supply etc. are fully made. In addition to above, in case of any recorded observations by any authority on any item of works, clearance should be obtained from such authority or authority superior to them before release of final payments.</p>   |
| <b>CE_24</b> | <b>Extension of Time</b> | <ol style="list-style-type: none"> <li>1. The extension of time shall be dealt as per Cl. No. 5.10 of MCEW Part-I.</li> <li>2. Any contract should be extended before the expiry of contract period if it is needed by employer to continue the work till its natural closure as per scope of work.</li> <li>3. Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied: <ol style="list-style-type: none"> <li>a. The contractor must apply to the Engineer-in-Charge in writing for extension of time.</li> <li>b. Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.</li> <li>c. Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).</li> <li>d. The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.</li> </ol> </li> <li>4. In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines : <ol style="list-style-type: none"> <li>a. Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.</li> <li>b. The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority above. This should be processed preferably 15 days prior to the expiry of Contract Period.</li> <li>c. If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.</li> </ol> </li> <li>5. The extension of time shall be agreed by both the parties either expressed or implied.</li> <li>6. The Engineer-in-Charge shall grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.</li> <li>7. All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area</li> </ol> |

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|              |                            | works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.  |
| <b>CE_25</b> | <b>Closure of Contract</b> | <ol style="list-style-type: none"> <li>1. The closure of contract shall be construed as follows: <ol style="list-style-type: none"> <li>a. Natural closure of contract when all the obligation of the contract from either side is completed.</li> <li>b. Termination of contract on default of contractor (to be dealt as per Cl. No. 10 and 10.1 of GTC, MCEW, Part-II)</li> <li>c. Foreclosure of contract by Company not due to fault of contractor (to be dealt as per Cl. No. 10 &amp; 10.4 of GTC, MCEW, Part-II)</li> </ol> </li> <li>2. In case of Natural closure of contract the following may be ensured: <ol style="list-style-type: none"> <li>a. The contractor shall give notice of completion of work, as soon as work is completed to the EIC.</li> <li>b. The EIC shall within 15 days from the receipt thereof, inspect the work as per Cl.5.16 and ascertain the defects/ deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.</li> <li>c. Processing of Final Time Extension (if any) for approval.</li> <li>d. Final joint measurements of work value</li> <li>e. Acknowledging takeover of site and issuance of Defect Liability Certificate to the agency stating list of defects at the time of taking over site.</li> <li>f. Processing of Revised Estimate for Approval and issuance of Revised Work Order to the agency.</li> <li>g. Obtaining necessary clearances (as applicable).</li> <li>h. Processing of Final Bill including additional financial impacts such as Escalation, etc., and making necessary recoveries.</li> <li>i. Issue of Work Completion Certificate to the agency.</li> <li>j. Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).</li> <li>k. Release of Retention Money after expiry of Defect Liability Period and issuance of No Defect Certificate.</li> </ol> </li> <li>3. In case of termination of contract on default of contractor, EIC shall have powers (10.2 of MCEW Part-II): <ol style="list-style-type: none"> <li>a. To take possession of site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.</li> <li>b. To give the contractor a 7 (seven) days' notice in writing for taking final measurement for the works executed till the date.</li> <li>c. To measure up the work of the contractor. To take up balance work by another contractor or take up departmentally.</li> <li>d. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.</li> <li>e. In such an event, higher of the following shall be recovered: <ol style="list-style-type: none"> <li>i) Forfeiture of security deposit (PSD and retention money)</li> <li>Or</li> <li>ii) 20% of value of incomplete work.</li> </ol> </li> <li>f. Recovery shall not be applicable in the case of termination of contract for death/demise of contractor.</li> </ol> </li> </ol> |

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|              |                                      | <p>4. In case of foreclosure of contract not due to fault of the contractor, the contractor shall have no claim to any compensation, other than below:</p> <ol style="list-style-type: none"> <li>To pay reasonable amount assessed and certified by EIC of the expenditure incurred, if any, by the contractor on preliminary works at site.</li> <li>To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.</li> <li>To pay for the materials brought to site or to be delivered at site, including cost of purchase, transportation and delivery of such materials.</li> <li>To take back the unused materials issued by the company.</li> <li>To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.</li> </ol>   |
| <b>CE_26</b> | <b>Debarring a bidder/contractor</b> | <ol style="list-style-type: none"> <li>The debarment of bidder/contractor shall be done in accordance to Clause No. 20 of GTC/CC of MCEW, Part-II and Cl. No. 13 of Chapter 2 of Guidelines for e-Procurement of Works and Services.</li> <li>The NIT and GTC contains specific provisions where debarment of a bidder/contractor can be done against certain violations.</li> <li>In case, it is decided that a bidder/contractor has violated certain provisions for which debarment is imperative then the following procedure is to be followed:</li> <li>The approval of Competent Authority as per Cl. No. 20(xii) of GTC/CC of MCEW, Part-II shall be obtained for initiating the process.</li> <li>A show cause notice is to be issued to the defaulting bidder/contractor citing specific default/violation of terms of contract/tender document and the penal provision thereof giving a 15 days notice to submit his representation against the allegation. The alleged bidder/contractor may also be a chance to physically appear before Competent Authority to represent his case. This is required for observing the principle of natural justice.</li> <li>After receiving the representation from the alleged bidder/contractor or after expiry of 15 days time, the user department shall initiate a note with specific recommendation of either exonerating or debarment of the bidder/contractor. If required, the legal opinion may also be taken at this stage.</li> <li>The Competent Authority shall take decision based on the merit of the case.</li> <li>Debarment shall be with prospective effect only from the date of issue of such Order.</li> <li>The debarment shall be for a minimum period of one year. The period of debarment shall not exceed 02(Two) years.</li> <li>If a bidder/contractor is debarred in a Subsidiary or CIL HQ, then he shall not be allowed to participate in the bidding process during the period of debarment in that specific Subsidiary or CIL HQ as the case may be.</li> <li>If the user department opines that the bidder/contractor should be debarred pan CIL, then a proposal may be sent to Chairman CIL through proper channel.</li> <li>If the user department opines that the bidder/contractor should be debarred pan India, then a proposal may be sent to DoE through MoC and through proper channel of CIL.</li> </ol> |

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|              |                          | <p>m. The Appellant Authority shall be as per Cl. No. 20(xiv) of GTC/CC of MCEW, Part-II.</p> <p>n. A bidder/contractor who is debarred on the last date of submission of bid shall not be allowed to participate in the bidding process and shall be rejected if the bidder participates in the bidding process.</p>  |
| <b>CE_27</b> | <b>Computation of LD</b> | <ol style="list-style-type: none"> <li>1. The Contractor is liable to pay Liquidated Damages for each week or part of the week of delay beyond the specified date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price.</li> <li>2. The contractor shall consider all circumstances and categorise the delays as Excusable delays, Compensable delays, Inexcusable delay, Concurrent delay.</li> <li>3. Eligibility of contractor for time extension and Liquidated Damage (LD) or default termination to be determined.</li> <li>4. If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages): <ol style="list-style-type: none"> <li>i) @ half percent (<math>\frac{1}{2}\%</math>) of the contract amount/Revised Contract amount whichever is less, per week or part of the week of delay. OR</li> <li>ii) <math>\frac{1}{2}\%</math> of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.</li> </ol> <p>The aggregate of such compensation/ compensations shall not exceed:</p> <ol style="list-style-type: none"> <li>i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less. OR</li> <li>ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.</li> </ol> </li> <li>5. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company. The LD will be applicable on the price as varied by the operation of the Price Variation Clause i.e. price variation amount shall be added/ deducted to the contract price for deriving the LD. The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/Revised Contract amount of the works whichever is less for each week or part of the week subject to a ceiling as described at cl no. 6.4.2.</li> <li>6. If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.</li> </ol> |

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| CE_28  | Computation of Price Variation                      | <ol style="list-style-type: none"> <li>1. The Price Variation Clause shall be applicable for works for which stipulated period of completion is one year or more.</li> <li>2. The component of labour, material and POL expressed as percentage of the total value of the work shall be adopted from the table provided in Manual for Civil Engineering Works.</li> <li>3. Escalation/de-escalation for labour, material and POL components shall be computed as detailed in MCEW.</li> <li>4. While calculating the value of "W", the cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates. Recovery for the value of materials supplied/services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation/de-escalation is worked out.</li> <li>5. The Price Variation Clause will be applied for extended time frame of a contract by following the principle stated as under: <ol style="list-style-type: none"> <li>i) During the provisional extended period the operation of the Price Variation Clause will remain suspended.</li> <li>ii) In case the delay in work completion was due to causes not attributable to the contractor, the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.</li> <li>iii) In case the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation. Additionally, the Clause related to Compensation for delay will be applied.</li> <li>iv) In case the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation. No payment will be made by applying "FROZEN INDICES" under any circumstances.</li> </ol> </li> </ol> |
| CE_29  | Carrying out Part Work at Risk & Cost of Contractor | <ol style="list-style-type: none"> <li>1. If the progress of the work or of any portion of the work is unsatisfactory, EIC, after giving the contractor 15 days' notice in writing, <b>without cancelling or terminating the contract</b>, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be.</li> <li>2. This shall be dealt as per clause no. 11 of GTC.</li> <li>3. In this case, the provisions like SPLT (Clause No. 4.01.11 of Part I of MCEW) may be resorted to by CIL/ Subsidiary.</li> </ol>  |
| <p>Note:<br/>The SoP shall be read along with Manual for Civil Engineering Works and Guidelines of e-Procurement of Works and Services. In case of any conflict later shall prevail.</p> |   |  |