



COAL INDIA LIMITED  
 CIVIL ENGINEERING DIVISION  
 ( Regd. Office: Coal Bhawan, Premises No.04-1111, AF-III  
 Action Area 1A, New Town, Rajarhat, PIN-700 156.  
 (Corporate Id No.- L23109WB1973GOI028844)  
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Ref. No. CIL/CIVIL/192/158

Date: 19.07.2017

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

Sub: **Modifications in Contract Management Manual, Manual for Civil Engineering Works and e-procurement guidelines for Works & Services**

Dear Sir,

The Goods and Services Tax (GST) has come into force with effect from 1<sup>st</sup> July 2017 and it has subsumed various taxes. It requires some modification in Contract Management Manual (CMM), Manual for Civil Engineering Works (MCEW) and e-procurement/reverse auction guidelines for Works & Services.

In view of this, some clauses of MCEW, different chapters of CMM and e-procurement/reverse auction guidelines for Works & Services have been amended and enclosed as Annexure-A.

You are requested to kindly implement the above amendments with immediate effect.

This is issued with the approval of Competent Authority.

Encl: As above

Yours faithfully,

*Tan*  
 19/7/17  
 GM(Arch.)/HOD(Civil)  
 GM / HOD (Civil)  
 Civil Engg. Divn.  
 COAL INDIA LTD.

Distribution:

1. CVO, CIL
2. TS to Chairman, CIL
3. TS to CMD, BCCL/CCL/CMPDI/ECL/MCL/NCL/SECL/WCL
4. ED IICM, Ranchi
5. All HoDs of CIL
6. TS to D(F)/D(T)/D(P)/D(M), CIL
7. GM (Delhi)
8. All RSOs
9. All executives of department

**Modifications in Contract Management Manual, Manual for Civil Engineering Works and e-procurement guidelines for works and services**

Sl No.	Clause No.	Existing Provision	Modified Provision
1	Clause 2(d), part-II, e-procurement guidelines for Works and Services, Page 37	<p><b>2(d).VAT/Sales Tax Registration:</b> The bidder should possess a VAT/ Sales Tax Registration issued by Sales Tax department of any Indian State/UT.</p> <p><b>Data to be furnished by Bidder on-line:</b></p> <p>Confirmation in the form of YES/NO regarding possessing of VAT/Sales Tax Registration.</p> <p><b>Technical evaluation by the System:</b></p> <p>The system will evaluate "Yes" as eligible and "No" as not eligible.</p> <p><b>Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) :</b></p> <p>VAT/ Sales Tax Registration Certificate</p>	Deleted
2	Clause 2(e), part-II, e-procurement guidelines for Works and Services, Page 37-38	<p><b>2(e). <u>Service Tax (Not Applicable for Exempted Services)</u></b></p> <p>The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate</p> <p align="center"><b>OR</b></p> <p>Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate</p> <p align="center"><b>OR</b></p>	<p><b>2(e) Goods and Services Tax (Not Applicable for Exempted Goods/Services)</b></p> <p>The bidder should be either GST Registered Bidder/Dealer</p> <p align="center"><b>OR</b></p> <p>GST unregistered Bidder/Dealer</p> <p><b><u>In respect of the above eligibility criteria the bidder is required to furnish the following information online:</u></b></p> <p>i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT</p>

		<p>A Body Corporate</p> <p>OR</p> <p>Other than above three categories</p> <p><u>In respect of the above eligibility criteria the bidder is required to furnish the following information online:</u></p> <p>i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to Service Tax status of the bidder.</p> <p><u>Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document</u></p> <p>Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder in the BOQ sheet:</p> <p>Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate:</p> <p>Document: 1. A Certificate from a practicing Chartered Accountant having a membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax and</p> <p>The Certificate of Incorporation</p> <p>Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:</p> <p>Document: A Certificate from a practicing Chartered Accountant</p>	<p>with respect to GST status of the bidder.</p> <p><u>Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document</u></p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer:</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder/Dealer:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u></p> <p><b>Note:</b> In case the work/service is awarded to a Joint Venture participating in the tender they have to <u>submit PAN, GST registration ( as applicable in the tender and for the bidder status) etc.</u> in the name of the</p>
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		<p>having membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.</p> <p>c) Status: A Body Corporate:</p> <p>Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.</p> <p>d). Status: Other than above three categories:</p> <p>Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number confirming the status of JV w.r.to Service Tax]</u></p> <p><b>Note:</b> In case the work/service is awarded to a Joint Venture participating in the tender they have to <u>submit VAT, PAN and Service Tax registration ( as applicable in the tender and for the bidder status) etc.</u> on the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill</p>	<p>Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill</p>
3	<p>Serial No.3 of check list of document to be uploaded by bidders, For Works Tenders, part-II, e-procurement guidelines for Works and Services, Page 43-44</p>	<p><b>Eligibility Criteria:</b></p> <p><b>SERVICE TAX</b> (Not Applicable for Exempted Services)</p> <p>The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate</p> <p style="text-align: center;"><b>OR</b></p>	<p><b>Eligibility Criteria:</b></p> <p><b>Goods and Services Tax (Not Applicable for Exempted Goods/Services)</b></p> <p>The bidder should be either GST Registered Bidder/Dealer</p> <p style="text-align: center;"><b>OR</b></p> <p>GST unregistered Bidder/Dealer</p>

		<p>Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate</p> <p style="text-align: center;"><b>OR</b></p> <p>A Body Corporate</p> <p style="text-align: center;"><b>OR</b></p> <p>Other than above three categories</p> <p><b>Information to be furnished by bidder on line:</b></p> <p>1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to Service Tax status of the bidder</p> <p>2. Status of the bidder in the BoQ excel sheet being uploaded by the bidder during bid submission as per previous column.</p> <p><b>Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:</b></p> <p>Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder in the BOQ sheet:</p> <p>a). Status : Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate :</p> <p>Document:1.A Certificate from a practicing Chartered Accountant having a membership number that the bidder is a Small Service Provider and exempted for</p>	<p><b>Information to be furnished by bidder on line:</b></p> <p>1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder</p> <p>2. Status of the bidder in the BoQ excel sheet being uploaded by the bidder during bid submission as per previous column.</p> <p><b>Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:</b></p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer:</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder/Dealer:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.</p> <p><u><i>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</i></u></p>
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*6/12/20*

		<p>Service Tax Registration and/or exempted from payment of Service Tax and</p> <p>2.The Certificate of Incorporation</p> <p>b). Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.</p> <p>c) Status: A Body Corporate:</p> <p>Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.</p> <p>d) Status: Other than above three categories:</p> <p>Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.</p> <p><i>[In case of JV a Certificate from a practicing Chartered Accountant having membership number confirming the status of JV w.r.to Service Tax]</i></p>	
4	Serial No.7 of check list of document to be uploaded by bidders, For Works Tenders, part-II, e-procurement guidelines for	<p><b>Eligibility Criteria:</b></p> <p>VALID VAT / SALES TAX REGISTRATION</p> <p><b>Information to be furnished by bidder on line:</b></p>	Deleted

	Works and Services, Page 45	Confirmation in the form of Yes/NO for possessing the supporting documents  <b>Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:</b>  VAT/Sales Tax Registration Certificate from any Indian State/UT (In case of JV, VAT/S.T. Registration certificate for each Indian Partner of JV or JV itself).	
5	Point 6 of Format of Undertaking to be submitted by bidder, Chapter I, e-procurement guidelines for Works and Services, Page 13	6. *I/We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.	<b>Deleted</b>
6	Clause 12.3 of Instruction to Bidder (ITB), Page 12, Part-II of MCEW	12.3 All duties, taxes ( <u>excluding Service Tax only</u> ) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.  However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.	12.3 All duties, taxes ( <u>excluding Goods and Services Tax (GST) &amp; GST Compensation Cess (if applicable) only</u> ) and other levies, royalty, building and construction workers cess (as applicable in States) payable <u>by the bidder/Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.  However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

		<p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.</p> <p><u>The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule. Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.</u></p>	<p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p><u>The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of the service provider/contractor.</u></p> <p><u>However, in case bidder/contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</u></p> <p><u>Input tax credit is to be availed by paying authority as per rule.</u></p> <p><u>If CIL/Subsidiary fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST &amp; SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &amp; cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of</u></p>
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			<u>the supplier/vendor along with interest, if any.</u>
7	Clause 26.5 of Instruction to Bidder (ITB), Page 17, Part-II of MCEW	26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder <u>and effect of service tax etc.</u> as applicable. L1 will be decided based on cost to the company.	26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and <u>effect of Goods and Services tax (GST), GST Compensation Cess etc.</u> as applicable. L1 will be decided based on cost to the company.
8	Clause 13(ix) of General Terms and Conditions (GTC)/Conditions of Contracts (CC), Page 56-57, Part-II of MCEW	<p>ix) All duties, taxes (<u>excluding Service Tax only</u>) and other levies, octroi, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable <u>by the Contractor</u> under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.</p> <p><u>The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be</u></p>	<p>ix) All duties, taxes (<u>excluding Goods and Services Tax and GST Compensation Cess (If applicable) only</u>) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable <u>by the bidder/Contractor</u> under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p><u>The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to</u></p>

		<p><u>paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.</u></p> <p>The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.</p> <p>The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.</p> <p>In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.</p>	<p><u>bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of contractor.</u></p> <p><u>However, in case bidder/contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</u></p> <p><u>Input tax credit is to be availed by paying authority as per rule.</u></p> <p><u>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST &amp; SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &amp; cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.</u></p> <p>The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.</p> <p>The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal</p>
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			<p>with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.</p> <p>In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.</p>
9	Clause 12.3 of ITB, Modifications of CMM Turnkey Contracts, Page 19-20	<p>12.3. All duties, taxes (<u>excluding Service Tax only</u>) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable <u>by the Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies</p>	<p>12.3. All duties, taxes (<u>excluding Goods and Services Tax (GST) only</u>) and other levies, royalty, building and construction workers cess (as applicable in States) payable <u>by the bidder/Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p>

		<p>along with rates shall be declared by the bidder in the Price bid.</p> <p><u>The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to beavailed by paying authority as per rule. Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.</u></p>	<p><u>The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of contractor.</u></p> <p><u>However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</u></p> <p><u>Input tax credit is to be availed by paying authority as per rule.</u></p> <p><u>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST &amp; SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &amp; cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.</u></p>
10	Clause 12.5 of ITB, Modifications of CMM Turnkey Contracts, Page 20	12.5 The bidder has to submit a tentative value	Deleted

		<p>a) Minimum guaranteed Cenvat credit on account of Excise duty</p> <p>b) Minimum guaranteed Cenvat Credit on account of Service Tax</p> <p>c) Input Tax credit on account of VAT</p>	
11	<p>Clause 38 of GTC/CC, Modifications of CMM Turnkey Contracts, Page 51-52</p>	<p><b>Clause No. 38 - TAXES, PERMITS &amp; LICENCES</b></p> <p>The contractor shall be liable and pay all- Indian taxes, <u>(other than service tax)</u> duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 12.3 of Instruction to Bidders.</p> <p>The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company claim Input Tax Credit /CENVAT Credit under the applicable laws. <u>The invoice shall be in compliance with the relevant Central excise rules.</u></p> <p><u>CIL/Subsidiary is entitled to avail CENVAT credit on account of: Excise Duty for indigenous product. Countervailing duty and special additional duty for imported products. Hence set off allowed against VAT, Excise Duty, Countervailing duty/special additional duty and service tax as per relevant tax act. Contractor shall submit relevant document as desired by subsidiary at the time of supply, along with the bills for enabling subsidiary to claim CENVAT benefit.</u></p>	<p><b>Clause No. 38 - TAXES, PERMITS &amp; LICENCES</b></p> <p>The contractor shall be liable and pay all- Indian taxes, <u>(other than Goods and Services tax and GST Compensation Cess, if applicable)</u> duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 12.3 of Instruction to Bidders.</p> <p>The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company to claim Input Tax Credit under the applicable laws. <u>The invoice shall be in compliance with the relevant rules.</u></p> <p><u>CIL/Subsidiary is entitled to avail Input Tax Credit on account of: CGST, SGST/UTGST, IGST and GST Compensation Cess, as applicable for indigenous product/imported products. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant rules/act. Contractor shall submit relevant document as desired by CIL/Subsidiary at the time of supply, along with the bills/invoice as per relevant rules for enabling subsidiary to claim Input tax credit benefit.</u></p>
12	<p>Clause 12.3 of ITB, Modifications in</p>	<p>12.3 All duties, taxes <u>(excluding Service Tax only)</u> and other levies</p>	<p>12.3 All duties, taxes <u>(excluding Goods and Services Tax (GST) &amp;</u></p>

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	<p>Chapter 3 of CMM, Page 27-28</p>	<p>payable <u>by the Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. <u>The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.</u></p>	<p><u>GST Compensation Cess (if applicable) only</u> and other levies payable <u>by the bidder/Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.</p>
13	<p>Clause 12.3 of ITB, Modifications in Chapter 3 of CMM, Page 28</p>	<p>12.4 The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.</p> <p>Payment/Deposit of service tax is responsibility of the service provider.</p>	<p><u>12.4 The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor(if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of bidder/contractor.</u></p> <p><u>However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any</u></p>

			<p><u>GST and/or GST Compensation Cess on bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</u></p> <p><u>Input tax credit is to be availed by paying authority as per rule.</u></p> <p><u>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST &amp; SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &amp; cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.</u></p>
14	Clause 26.5 of ITB, Modifications in Chapter 3 of CMM, Page 32	26.5 <u>Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable.</u>	26.5 <u>Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of cost to company.</u>
15	Clause 11(vii) of GTC/CC, Modifications in Chapter 3 of CMM, Page 62-63	All duties, taxes <u>(excluding Service Tax only)</u> and other levies payable <u>by the Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.	All duties, taxes <u>(excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only)</u> and other levies payable <u>by the bidder/Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

		<p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.</p> <p><u>The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/Deposit of service tax is responsibility of the service provider.</u></p>	<p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p><u>The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of bidder/contractor.</u></p> <p><u>However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill invoice. In such cases, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</u></p> <p><u>Input tax credit is to be availed by paying authority as per rule.</u></p> <p><u>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary</u></p>
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16	<p>Clause 12.3 of ITB, Chapter 6 of CMM, Page 32</p>	<p>12.3 All duties, taxes (<u>excluding Service Tax only</u>) and other levies payable <u>by the Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.</p> <p><u>The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary),to the service provider would be made only on</u></p>	<p>12.3 All duties, taxes (<u>excluding Goods and Services Tax (GST) &amp; GST Compensation Cess (if applicable) only</u>) and other levies payable <u>by the bidder/Contractor</u> under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p><u>The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer</u></p>

		<p><u>the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/Deposit of service tax is the responsibility of the service provider.</u></p>	<p><u>(i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of bidder/contractor.</u></p> <p><u>However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.</u></p> <p><u>Input tax credit is to be availed by paying authority as per rule.</u></p> <p><u>If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST &amp; SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &amp; cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.</u></p>
17	Clause 26.5 of ITB, Chapter 6 of CMM, Page 38	<p><u>26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable.</u></p>	<p><u>26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.</u></p>
18	Clause 12 (vii) of GTC/CC, Chapter 6	<p><u>Vii All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under</u></p>	<p><u>Vii All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if</u></p>

<p>of CMM, Page 63-64</p>	<p>the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.</p> <p><u>The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment of service tax is the responsibility of the service provider.</u></p>	<p><u>applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.</u></p> <p>However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.</p> <p>Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.</p> <p><u>The item wise rate quoted by bidder shall be inclusive of all taxes, duties &amp; levies but excluding GST &amp; GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST &amp; GST Compensation Cess is responsibility of bidder/contractor.</u></p> <p><u>However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess</u></p>
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19	Clause 2(e) (New clause), part-II, e-procurement guidelines for Works and Services, Page 37-38	No Provision	<p><b>2(e) Goods and Services Tax (Not Applicable for Exempted Goods/Services)</b></p> <p>The bidder should be either GST Registered Bidder/Dealer</p> <p style="text-align: center;"><b>OR</b></p> <p>GST unregistered Bidder/Dealer</p> <p><u>In respect of the above eligibility criteria the bidder is required to furnish the following information online:</u></p> <p>i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.</p> <p><u>Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against</u></p>

			<p><b><u>Eligibility Criteria as Confirmatory Document</u></b></p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer:</p> <p>Document: GST Registration Certificate (i.e. GST Identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder/Dealer:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u></p> <p><b>Note:</b> In case the work/service is awarded to a Joint Venture participating in the tender they have to <u>submit PAN, GST registration ( as applicable in the tender and for the bidder status) etc.</u> in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.</p>
20	Serial No.5A of check list of document to be uploaded by bidders, For Service Tenders,	No Provision	<p><b>Eligibility Criteria:</b></p> <p><b><u>Goods and Services Tax (Not Applicable for Exempted Goods/Services)</u></b></p>

	<p>part-II, e-procurement guidelines for Works and Services, Page 40</p>	<p>The bidder should be either GST Registered Bidder/Dealer</p> <p style="text-align: center;"><b>OR</b></p> <p>GST unregistered Bidder/Dealer</p> <p><b>Information to be furnished by bidder on line:</b></p> <p>1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder</p> <p>2. Status of the bidder in the BoQ excel sheet being uploaded by the bidder during bid submission as per previous column.</p> <p><b>Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:</b></p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer:</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder/Dealer:</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.</p> <p><u>In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV</u></p>
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			<u>w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u>
21	Clause 17 (new clause) of General Terms and Conditions (GTC)/Conditions of Contracts (CC), Page 60, Part-II of MCEW	No Provisions	<b>17. E-way Bill:</b> <u>The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.</u>
22	Clause 44 (new clause) of General Terms and Conditions (GTC)/Conditions of Contracts (CC), Page 71, Chapter 2 (Turnkey) of CMM	No Provisions	<b>44. E-way Bill:</b> <u>The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.</u>
23	Clause 15 (new clause) of General Terms and Conditions (GTC)/Conditions of Contracts (CC), Page 54, Chapter 3 of CMM	No Provisions	<b>15. E-way Bill:</b> <u>The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.</u>
24	Clause 14 (new clause) of General Terms and Conditions (GTC)/Conditions of Contracts (CC), Page 68, Chapter 6 of CMM	No Provisions	<b>14. E-way Bill:</b> <u>The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that</u>

			<u>the e-way bill is required to be issued by recipient of goods.</u>
25	General Clause for all type of contracts/work orders	No Provision	<u>In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.</u>  <u>Further Earnest Money/ Performance Security forfeited will be inclusive of GST.</u>
26	Clause 26.1 of CC, Chapter 2 (Turnkey) of CMM, Page 65	26.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as a divisible supply and erection contract. The supply portion of the contract will relate to the supply of equipment and materials and the erection portion will relate to the handling at the site, storage, erection, construction, testing, commissioning etc. as defined in the bid documents. The contractor will pay the sales tax for the supply of equipment and materials in accordance with law and the same will be reimbursed by the owner as a part of the total contract price on actual. The sales tax should be included in the total bid price in the proposal and should also be indicated separately.	Deleted
27	7.3 of Conditions of Contract, MCEW, Part II, Page 40	If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces	If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be

		<p>of 2 mtr. or above length as far as possible.</p> <p>If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate <b><u>including sales tax and general tax</u></b> during the period of work, whichever is more.</p> <p>No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.</p>	<p>made to use the cut pieces of 2 mtr. or above length as far as possible.</p> <p>If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate <b><u>along with GST and any other Tax applicable</u></b> during the period of work, whichever is more.</p> <p>No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.</p>
28	7.4 of Conditions of Contract, MCEW, Part II, Page 40-41	<p>If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate <b><u>including sales tax and general tax</u></b> during the period of work, whichever is more.</p>	<p>If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate <b><u>along with GST and any other Tax applicable</u></b> during the period of work, whichever is more.</p>
29	7.9 of Conditions of Contract, MCEW, Part II, Page 41	<p>Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by</p>	<p>Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the</p>

		the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate <u>including Sales Tax &amp; General Tax</u> during the period of work, whichever is more.	Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate <u>along with GST and any other Tax applicable</u> during the period of work, whichever is more.
30	7.11 of Conditions of Contract, MCEW, Part II, Page 41	All charges on account of <u>octroi, terminal or sales tax and other duties</u> on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor	All charges on account of <u>GST or any other applicable taxes, duties or levies</u> on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.
31	9.8 of Conditions of Contract, MCEW, Part II, Page 59	9.8 Income tax deduction @ 2% (Two percent ) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.  <u>Sales tax on works contract and Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor.</u> If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.	9.8 Income tax deduction @ 2% (Two percent ) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.  <u>GST on Works Contracts (if applicable) and Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor.</u> If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.
32	Clause 5 of B. General guidelines and Process Flow for Tender cum Auction and subsequent clarification by GM(Civil), CIL, E-	System displays L1 cost to company price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. For the time being L1 Price or <u>approved estimated/justified price(only estimated price in case of mining tenders)+ 10%+ Max. applicable service tax taking into consideration cenvat credit, if</u>	System displays L1 cost to company price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. For the time being L1 Price or <u>approved estimated/justified price (only estimated price in case of mining tenders)+ 10%+ applicable GST including GST Compensation Cess, if any, taking into consideration Input</u>

	procurement/ Reverse Auction Guidelines, page 48	<p><b>applicable</b> whichever is lower will be the start bid price for tenders for works and services. The estimated price should be based on SOR (Schedule of Rates) and market analysed rates in case of items/services for which SOR is not available. Wherever SOR is not available, preparation of SOR should be made in a scientific manner based on proper justification on priority. <b><u>If the L-1 price is higher than the Start Bid Price (Estimated+10%+ Max. applicable service tax taking into consideration cenvat credit, if applicable) and the RAP is not triggered within the scheduled time, the cases will be retendered.</u></b></p>	<p><b>tax credit, if applicable</b> whichever is lower will be the start bid price for tenders for works and services. The estimated price should be based on SOR (Schedule of Rates) and market analysed rates in case of items/services for which SOR is not available. Wherever SOR is not available, preparation of SOR should be made in a scientific manner based on proper justification on priority. <b><u>If the L-1 price is higher than the Start Bid Price (Estimated/justified price +10%+ applicable GST taking into consideration Input tax credit, if applicable) and the RAP is not triggered within the scheduled time, the cases will be retendered.</u></b></p>
33	Clause 4.6, part-I of MCEW (Page 33- 34)	<p><b>4.06 Earnest Money</b></p> <p>According to practice in PSUs and Govt. department, Earnest Money is paid by each tenderer to enable the organization / department to ensure that a tenderer does not back out of its tender before its acceptance, or refuse to execute the work after it has been awarded to him. The earnest money is to be deposited in the acceptable form as mentioned hereafter.</p> <p><b><u>The Earnest money for tenders should be 1% (one percent) of estimated value of work subject to a maximum of Rs.50 lakhs.</u></b> This shall be deposited in the manner as described in the procurement guidelines.</p> <p>Demand Drafts/Banker's cheque will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.</p> <p>The Earnest Money/ Bid Security shall bear no interest.</p> <p>Earnest money received in the form of Banker's Cheques /Bank Draft</p>	<p><b>4.06 Earnest Money</b></p> <p>According to practice in PSUs and Govt. department, Earnest Money is paid by each tenderer to enable the organization / department to ensure that a tenderer does not back out of its tender before its acceptance, or refuse to execute the work after it has been awarded to him. The earnest money is to be deposited in the acceptable form as mentioned hereafter.</p> <p><b><u>The Earnest money deposit for tenders should be 1.25% of estimated value of work subject to a maximum of Rs.50 lakhs.</u></b> This shall be deposited in the manner as described in the procurement guidelines.</p> <p>Demand Drafts/ Banker's cheque will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.</p> <p>The Earnest Money/ Bid Security shall bear no interest.</p> <p>Earnest money received in the form of Banker's Cheques /Bank Draft shall be deposited to the associated Accounts Department. Earnest</p>

		shall be deposited to the associated Accounts Department. Earnest money to be refunded to the unsuccessful tenderers.	money to be refunded to the unsuccessful tenderers.
34	Bid notice, chapter 6 of CMM, page 23	( <u>1%</u> of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of <u>Rs. 50 lakhs</u> ).	( <u>1.25%</u> of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of <u>Rs. 50 lakhs</u> ).
35	Page 14 of modifications in transport chapter of CMM	<p><b>Earnest money</b></p> <p>Rs..... (<u>1%</u> of the annualized estimated cost/estimated cost whichever is less, rounded off to nearest hundred rupees subject to maximum of Rs. 50 lakhs) as Earnest Money/ Bid Security. This shall be deposited in the manner as described in the procurement guidelines.</p> <p>The Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.</p> <p>No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.</p>	<p><b>Earnest money</b></p> <p>Rs..... (<u>1.25%</u> of the annualized estimated cost/estimated cost whichever is less, rounded off to nearest hundred rupees subject to maximum of Rs. 50 lakhs) as Earnest Money/ Bid Security. This shall be deposited in the manner as described in the procurement guidelines.</p> <p>The Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.</p> <p>No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.</p>
36	Bid notice, chapter 2 of CMM, page 23	( <u>1%</u> of the estimated cost rounded off to next hundred rupees subject to maximum of Rs. 50 lakhs)	( <u>1.25%</u> of the estimated cost rounded off to next hundred rupees subject to maximum of Rs. 50 lakhs.
37	Clause 4.07.2 & 4.07.3 of MCEW, Part-I, Page 35	<p><b>4.07.2</b> Performance Security should be <u>5%</u> of contract amount and should be submitted within 28 days of issuance 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>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</li> <li>• Govt. Securities, FDR or any other form of deposit stipulated by the</li> </ul>	<p><b>4.07.2</b> Performance Security should be <u>6.25%</u> of contract amount and should be submitted within 28 days of issuance 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>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</li> <li>• Govt. Securities, FDR or any other form of deposit stipulated by the</li> </ul>

		<p>owner and duly pledged in favour of owner.</p> <ul style="list-style-type: none"> <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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p> <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 ninety days beyond the period of contract /extended contract period (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/ 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>owner and duly pledged in favour of owner.</p> <ul style="list-style-type: none"> <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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p> <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 ninety days beyond the period of contract /extended contract period (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/ 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><b>4.07.3 6.25%</b> Performance Security should be refunded within 14 days</p>
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		<p><b>4.07.3 5%</b> Performance Security should be refunded within 14 days of the issue of defect liability certificate</p> <p>(taking over certificate with a list of defects).</p>	<p>of the issue of defect liability certificate</p> <p>(taking over certificate with a list of defects).</p>
38	4.2 & 4.3 of Conditions of Contract, MCEW, Part-II, Page 31-32	<p><b>4.2</b> Performance Security should be <b>5%</b> of contract amount and should be submitted within 28 days of issuance 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>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p> <p>If performance security is provided by the successful bidder in the</p>	<p><b>4.2</b> Performance Security should be <b>6.25%</b> of contract amount and should be submitted within 28 days of issuance 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>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p> <p>If performance security is provided by the successful bidder in the form</p>

		<p>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>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.</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><b>4.3 5%</b> Performance Security should be refunded within 14 days of the issue of defect liability certificate</p> <p>(taking over certificate with a list of defects).</p>	<p>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>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.</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><b>4.3 6.25%</b> Performance Security should be refunded within 14 days of the issue of defect liability certificate</p> <p>(taking over certificate with a list of defects).</p>
<p>39</p>	<p>30.1.1 of ITB, Modifications in Chapter 2 (Turnkey) of CMM, Page 25</p>	<p>30.1.1 Performance Security should be <b>5%</b> 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>- 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 .....</p> <p>- Govt. Securities, FDR or any other form of deposit stipulated</p>	<p>30.1.1 Performance Security should be <b>6.25%</b> 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>- 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 .....</p> <p>- Govt. Securities, FDR or any other form of deposit stipulated by the</p>

		<p>by the owner and duly pledged in favour of owner.</p> <ul style="list-style-type: none"> <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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p>	<p>owner and duly pledged in favour of owner.</p> <ul style="list-style-type: none"> <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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p> <p>The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.</p>
40	30.1.1 of CC, Modifications in Chapter 2 (Turnkey) of CMM, Page 44	<p>3.1.1 Performance Security should be <u>5%</u> 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 at 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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p>	<p>3.1.1 Performance Security should be <u>6.25%</u> 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 at 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 in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.</p>

		The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1 <sup>st</sup> part of security deposit) at bidder's option.	The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1 <sup>st</sup> part of security deposit) at bidder's option.
41	30.2 of ITB, Modifications in Chapter 3 (Transportation) of CMM, Page 36	<p>30.2 Performance Security (first part of security deposit) should be <u>5%</u> 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 in the form of Bank Guarantee shall be duly discharged and returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at Bidder's choice.</p> <p>If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <ul style="list-style-type: none"> <li>(a) at Bidder's option by a Scheduled Bank</li> <li>or</li> <li>(b) by a foreign bank located in India and acceptable to the employer.</li> </ul>	<p>30.2 Performance Security (first part of security deposit) should be <u>6.25%</u> 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 in the form of Bank Guarantee shall be duly discharged and returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at Bidder's choice.</p> <p>If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –</p> <ul style="list-style-type: none"> <li>(a) at Bidder's option by a Scheduled Bank</li> <li>or</li> <li>(b) by a foreign bank located in India and acceptable to the employer.</li> <li>c) the validity of the Bank Guarantee shall be for a period of</li> </ul>

		<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>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>
42	Clause 4.2 of CC, Modifications in Chapter 3 (Transportation) of CMM, Page 51	<p>4.2 Performance Security (first part of security deposit) should be <u>5%</u> 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. BG issued by outstation bank shall be operative at its local branch at.....or its 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 in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at bidder's option.</p>	<p>4.2 Performance Security (first part of security deposit) should be <u>6.25%</u> 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. BG issued by outstation bank shall be operative at its local branch at.....or its 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 in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at bidder's option.</p>
43	Clause 4.2 of CC, Chapter 6 of CMM, Page 51	<p>4.2 Performance Security (first part of security deposit) should be <u>5%</u> of annualized value of contract amount and should be submitted</p>	<p>4.2 Performance Security (first part of security deposit) should be <u>6.25%</u> of annualized value of contract amount and should be submitted</p>

	<p>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.....</li> </ul> <p>The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor after the bidder has furnished requisite performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) on bidder's acceptance.</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</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>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.....</li> </ul> <p>The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor after the bidder has furnished requisite performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) on bidder's acceptance.</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</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>
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		<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>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>
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