



MCL



ITUW TSA NEW DELHI 2024

सिविल विभाग
Civil Engineering Department
महानदी कोल्फील्ड्स लिमिटेड
(भारत सरकार का उद्यम)
MAHANADI COALFIELDS LIMITED
(A Government of India Enterprise)

क्रमांक/एमसीएल/सिविल/24-25/ 1578

दिनांक 21/02/2025

To
GM, All Areas, MCL
GM, BBSR / GM(Civil/Welfare - TA), MCL HQ
GM(Admin), MCL HQ/ GM (E&M), MCL HQ/ GM(E&T), MCL HQ/ GM (Envt.), MCL HQ

Sub.: Approval for modification of clauses of Standard NITs for Works with respect to contract value and others

Ref.: i. Letter No. MCL/Samb/Civil/Mater e-NIT/Modification/23-24/222 dtd. 06.07.2023.
ii. Letter No. MCL/Samb/Civil/Mater e-NIT/Modification/23-24/258 dtd. 19.07.2023.
iii. Letter No. MCL/Samb/Civil/23-24/357 dtd. 23.08.2023
iv. Letter No. MCL/Samb/Civil/23-24/392 dtd. 02.09.2023
v. Letter no. MCL/Civil/Master e-NIT/(Modification)/23-24/650 dtd. 27.12.2023
vi. Letter no. MCL/Samb/Civil/Master e-NIT/(Modification)/23-24/659 dtd. 02.01.2024
vii. Letter no. MCL/Samb/Civil/Master e-NIT/(Modification)/24-25/1163 dtd. 07.08.2024
viii. Letter no. MCL/Samd/Civil/24-25/1515 dated 15.01.2025
ix. CIL/Civil/31(Pt-1 B)/1648 dtd 30.01.2025

Dear Sir,

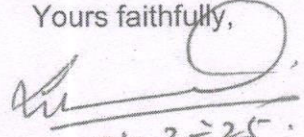
This is to communicate the approval of DT(Op), MCL towards modification of clauses of NIT for works tenders in line with the modification of Manual for Civil Engineering Works (MCEW) with respect to contract value and others circulated by General Manager (Civil), CIL vide his letter referred at sl. No. (ix) above.

The approved modifications have been attached as Annexure-A.

This has concurrence of Finance vide No. FD/MCL/SBP/2024-25/REV/D-857/APPROVAL FOR MODIFICATION TO STANDARD NIT/ MCL HQ/Dt. 19.02.2025 and will come into force with immediate effect.

Enclosure: As above.

Yours faithfully,


21-2-25
General Manager (Civil/HOD), MCL

Distributions:

1. TS to CMD, MCL
2. TS to Director(Tech.) Op, MCL
3. TS to Director(Tech.)P&P, MCL
4. TS to Director(Fin.), MCL
5. TS to Director(Pers.), MCL
6. TS to CVO, MCL
7. GM(Civil)/HOD, Coal Bhawan, Premises No. 04-111, New Town, Rajarhat, 700156 e-mail- gmcivil.cil@coalindia.in
8. GM(F), MCL HQ
9. GM(System/ e-Proc), MCL HQ.
10. S.O (Civil),IBV/JA/OA/TA/BPR/CWS(X),TAL/HA/LKP/LNG/Kaniha/CMS,NSCH,TA/BGA/CWS(X),IBV/ Mahalaxmi/ Subhadra/ BBSRI
11. AFM,IBV/JA/OA/TA/BPR/CWS(X),TAL/HA/LKP/LNG/Kaniha Area/CMS,NSCH,TA/BGA/CWS(X),IBV/ Mahalaxmi/ Subhadra/BBSRI
12. Sr. M(C), MCL HQ
13. Manager(Civil)T/c, In-charge, MCL HQ. - Alongwith original case file.
14. Manager(Finance),Civil, MCL HQ.

ANNEXURE A

Sl. No.	Clause No.	Existing Provision	Modified Provision
1	Clause 1 (xxi) Of General Terms and Condition	<p>XXI) "Contract amount" shall mean:</p> <p>a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.</p> <p>b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.</p>	<p>i) "Contract amount" shall mean:</p> <p>a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company inclusive of applicable GST.</p> <p>b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company inclusive of applicable GST with or without any alteration as the case may be.</p>
2	Clause 4.2 to 4.4 of General Terms and Condition	<p>4.2 Performance Security should be 5% of contract amount (excluding GST) and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> • Payment through NEFT/RTGS in the designated account of MCL as indicated in the LOA/WO • a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at Sambalpur or branch at Sambalpur. <p>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</p> <ul style="list-style-type: none"> • Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited may be adjusted against the Performance security (1st 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> <p>(a) at Bidder's option by a Scheduled Commercial Bank, or</p> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by</p>	<p>4.2 Performance Security should be 5% of contract amount excluding GST and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:</p> <ul style="list-style-type: none"> • Payment through NEFT/RTGS in the designated account of MCL as indicated in the LOA/WO • a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at Sambalpur or branch at Sambalpur. <p>Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.</p> <ul style="list-style-type: none"> • Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.</p> <p>The bid security deposited may be adjusted against the Performance security (1st 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> <p>(a) at Bidder's option by a Scheduled Commercial Bank, or</p> <p>(b) by a foreign bank located in India and acceptable to the employer.</p> <p>BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by</p>

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	<p>foreign bank from outside India shall not be accepted. 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>The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "Mahanadi Coalfields Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention " MCL224951" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:- Name of Bank: _____ Branch: _____ IFSC Code: _____ Account No. _____ Customer ID: _____</p> <p>Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of Mahanadi Coalfields Limited.</p> <p>In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.</p> <p>When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then Mahanadi Coalfields Limited shall be at liberty to encash the BG.</p> <p>In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.</p> <p>In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>4.3 5% Performance Security should be refunded within 14 days of the issue of defect</p>	<p>foreign bank from outside India shall not, be accepted. 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>The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "Mahanadi Coalfields Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention " MCL224951" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:- Name of Bank: _____ Branch: _____ IFSC Code: _____ Account No. _____ Customer ID: _____</p> <p>Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of Mahanadi Coalfields Limited.</p> <p>In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.</p> <p>Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.</p> <p>When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then Mahanadi Coalfields Limited shall be at liberty to encash the BG.</p> <p>In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.</p> <p>In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>4.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).</p>
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		<p>liability certificate (taking over certificate with a list of defects).</p> <p>4.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% (excluding GST) shall be treated as retention money and will be second part of security deposit.</p> <p>Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 lakhs.</p> <p>However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.</p> <p>Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Cl.4.2.</p>	<p><u>4.4 5% of work value excluding GST shall be retained from all running on account bills. This shall be treated as retention money and will be second part of security deposit.</u></p> <p>Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 lakhs.</p> <p>However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.</p> <p>Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Cl.4.2.</p>
3	Clause 4.9 of General Terms and Condition	<p>4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).</p> <p>a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.</p> <p>b) 10% security deposit (performance security and retention money) deposited /</p>	<p>4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items (excluding GST) in the contract or for 10% of value of contract (excluding GST) with such specialized items only).</p> <p>a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.</p> <p>b) 10% Security deposit (performance security and retention money) deposited /</p>

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		deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.	deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.
4	Clause 4.10 of General Terms and Condition	<p>4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e. with Mechanical & electrical Works (shall be applicable only when relevant item exists in the contract)</p> <p>For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.</p> <p>In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee. Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.</p>	<p>4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e. with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)</p> <p>For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (<u>i.e.</u> performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.</p> <p>In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee. Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.</p>
5	Clause 6.2 & 6.2.1 General Terms and Condition	<p>6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):</p> <p>i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.</p> <p style="text-align: center;">OR</p> <p>ii) $\frac{1}{2}$ % of the contract-value of group of items/revised completion value of group of</p>	<p>6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):</p> <p>i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount <u>excluding GST</u> whichever is less, per week <u>or part of the week</u> of delay.</p> <p style="text-align: center;">OR</p> <p>ii) $\frac{1}{2}$ % of the contract-value (<u>excluding GST</u>) of group of items/ revised completion value of group of items whichever is less, per week</p>

Handwritten signature and date: 21/02/2025

		<p>items whichever is less, per week of delay, for which a separate period of completion is originally given.</p> <p>The aggregate of such compensation/ compensations shall not exceed:</p> <p>i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.</p> <p style="text-align: center;">OR</p> <p>ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.</p> <p>The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.</p> <p>The LD will be applicable on the price as varied by the operation of the Price Variation Clause i.e. price variation amount shall be added/ deducted to the contract price for deriving the LD.</p> <p><u>Note: Contract Value/ Revised Contract amount considered for calculation of L.D. should be exclusive of GST Amount.</u></p> <p>6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/ Revised Contract amount <u>(excluding GST)</u> of the works whichever is less for each week or part of the week subject to a ceiling as described at Clause 6.2.</p>	<p><u>or part of the week</u> of delay, for which a separate period of completion is originally given.</p> <p>The aggregate of such compensation/ compensations shall not exceed:</p> <p>i) 10% (ten) percent of the total amount of the contract/ Revised contract amount <u>excluding GST</u>, whichever is less.</p> <p style="text-align: center;">OR</p> <p>ii) 10% of the contract-value <u>(excluding GST)</u> of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.</p> <p>The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.</p> <p>The LD will be applicable on the price <u>(excluding GST)</u> as varied by the operation of the Price Variation Clause i.e. price variation amount <u>(excluding GST)</u> shall be added/ deducted to the contract price <u>(excluding GST)</u> for deriving the LD.</p> <p><u>Note: Contract Value/ Revised Contract amount considered for calculation of L.D. should be exclusive of GST Amount.</u></p> <p>6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/ Revised Contract amount <u>(excluding GST)</u> of the works <u>(excluding GST)</u> whichever is less for each week or part of the week subject to a ceiling as described at Clause 6.2.</p>
6	Clause 10.2 General Terms and Condition	<p>10.2 On cancellation of the contract (except action as per clause 6.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:</p>	<p>10.2 On cancellation of the contract (except action as per clause 6.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:</p>

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	<p>a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.</p> <p>b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.</p> <p>c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.</p> <p>In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:</p> <p>i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.</p> <p style="text-align: center;">Or</p> <p>ii) 20% of value of incomplete work. The</p>	<p>a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.</p> <p>b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.</p> <p>c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.</p> <p>In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:</p> <p>i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.</p> <p style="text-align: center;">Or</p>
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	<p>value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.</p> <p><u>Note: The above penalties shall be imposed on the base price exclusive of GST.</u></p> <p>The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.</p> <p>In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p> <p>The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).</p>	<p>ii) 20% of value of incomplete work <u>excluding GST</u>. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates <u>(excluding GST)</u> including price variation <u>(excluding GST)</u> as applicable on the date, when notice in writing for termination of work was issued to the contractor.</p> <p><u>Note: The above penalties shall be imposed on the base price exclusive of GST.</u></p> <p>The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.</p> <p>In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p> <p>The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).</p>
<p>Point 5 of Annexure 3 i.e. Proforma for Execution of Agreement</p>	<p>5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) <u>to make the total Security as 10% (ten percent) of contract</u></p>	<p>5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills <u>excluding GST</u> as Retention Money (2nd part of security deposit) <u>to make the total Security as 10% (ten percent)</u></p>

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		<u>value</u> , as per the terms & condition of the tender/ contract.	of contract value as per the terms & condition of the tender/ contract.
8	Annexure-5 PRE- CONTRACT INTEGRITY PACT	Section 4 - Compensation for Damages (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.	Section 4 - Compensation for Damages (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value <u>excluding GST</u> or the amount equivalent to Performance Bank Guarantee.
9	Clause 6.2.4 of General Terms and Condition	6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months. 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 (<u>excluding GST</u>) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money/Performance Security forfeited will be calculated excluding GST.	6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months. 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 (excluding 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. Further Earnest Money/Performance Security forfeited will be calculated excluding GST.
10	Clause 18 of General Terms and Condition	18. Recovery: In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered (<u>excluding GST</u>) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.	18. Recovery: In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered <u>excluding GST</u> and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.
11	Clause 13 (ix) of General Terms and Condition	All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & BOCW Welfare Cess) and other levies, royalty, payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other	All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & BOCW Welfare Cess) and other levies, royalty, payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other

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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. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism & BOCW Welfare Cess shall be computed by system in BOQ sheet as per predefined logic.

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.

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.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess & BOCW Welfare Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. MCL) 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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered

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However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered

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21/02/25

	<p>under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms with GST provisions.</p> <p>Input tax credit is to be availed by MCL as per rule.</p> <p>If MCL 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 MCL in its relevant returns under GST, payment of CGST & 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 & 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 and penalty, if any.</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>Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor</u></p>	<p>under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms with GST provisions.</p> <p>Input tax credit is to be availed by MCL as per rule.</p> <p>If MCL 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 MCL in its relevant returns under GST, payment of CGST & 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 & 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 and penalty, if any.</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>Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor</u></p>
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		<p><u>pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.</u></p> <p>Note:</p> <p>During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>	<p><u>pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.</u></p> <p>Note:</p> <p>During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>
12	Clause 12.3 of ITB	<p>12.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & BOCW Welfare Cess) and other levies, royalty, 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. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism & BOCW Welfare Cess shall be computed by system in BOQ sheet as per predefined logic.</p> <p>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>The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but</p>	<p>12.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & BOCW Welfare Cess) and other levies, royalty, 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. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism & BOCW Welfare Cess shall be computed by system in BOQ sheet as per predefined logic.</p> <p>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>The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but</p>

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excluding GST & GST Compensation Cess & BOCW Welfare Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. MCL) 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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by MCL as per rule.

If MCL 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 MCL in its relevant returns under GST, payment of CGST & 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 & 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.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in

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Aswathy
21/02/2025

		<p><u>addition to such damages or compensation.</u></p> <p>Note:</p> <p>During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>	<p><u>addition to such damages or compensation.</u></p> <p>Note:</p> <p>During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>
13	<p>Clause 18 of Standard Tender Document for Estimated Value Put To Tender below ₹ 50 Lakhs</p>	<p><u>Taxes and Duties:</u> All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & BOCW Welfare Cess) and other levies, royalty, 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. Applicable GST, if any, either payable by bidder or by the company under reverse charge mechanism & BOCW Welfare Cess shall be computed by the system in the BOQ sheet as per predefined logic.</p> <p>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><u>Taxes and Duties:</u> All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) 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. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.</p> <p>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>

Amrinder
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The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess & BOCW Welfare Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. MCL) 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 the online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is the responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder/contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case the bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of an unregistered dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms of GST provisions.

The Input tax credit is to be availed by MCL as per rule.

If MCL 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 MCL in its relevant returns under GST, payment of CGST & 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 & 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 and penalty, if any.

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

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Amal
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		<p>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 the 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>Further, where any damages or compensation becomes payable by either the Company or the bidder/contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.</u></p> <p>Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>	<p>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>Further, where any damages or compensation becomes payable by either the Company or the bidder/contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.</u></p> <p>Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>
14	<p>Clause 18 of Standard Tender Document for Estimated Value Put To Tender ₹ 50 Lakhs and Above</p>	<p>Taxes and Duties: All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & BOCW Welfare Cess) and other levies, royalty, 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. Applicable GST, if any, either payable by bidder or by the company under reverse charge mechanism & BOCW Welfare Cess shall be computed</p>	<p>Taxes and Duties: All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) 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. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism</p>

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bill/invoice. In case of an unregistered dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms of GST provisions.

The Input tax credit is to be availed by MCL as per rule.

If MCL 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 MCL in its relevant returns under GST, payment of CGST & 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 & 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 and penalty, if any.

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.

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.

In case of collection of minor minerals in the 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.

Further, where any damages or compensation becomes payable by either the Company or the bidder/contractor pursuant to any provision of this

dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms with GST provisions.

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Amrinder
21/02/2025

		<p><u>Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.</u></p> <p>Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>	<p>force shall also apply in addition to such damages or compensation.</p> <p>Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.</p>
15	<p>Clause 6 of Special Terms and Conditions for Construction and Maintenance Of Haul Roads</p>	<p>6. Security Deposit:</p> <p>6.1 Security Deposit shall consist of two parts: a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.</p> <p>6.2 Performance Security should be 5% of total contract amount (excluding GST) (Construction and maintenance work of five years). All Performance Security should be submitted within 21 days of issuance of LOA in any of the form given below:</p> <ul style="list-style-type: none"> • a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank. The BG issued by outstation bank shall be operative at its local branch at Sambalpur or branch at Sambalpur Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs. • Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. • Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO. <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the</p>	<p>6. Security Deposit:</p> <p>6.1 Security Deposit shall consist of two parts: a) Performance Security to be submitted at award of work and b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.</p> <p>6.2 Performance Security should be 5% of total contract amount excluding GST (Construction and maintenance work of five years). All Performance Security should be submitted within 21 days of issuance of LOA in any of the form given below:</p> <ul style="list-style-type: none"> • a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank. The BG issued by outstation bank shall be operative at its local branch at Sambalpur or branch at Sambalpur Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs. • Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner. • Payment through NEFT/RTGS in the designated account of MCL as indicated in the LOA/WO. <p>The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the</p>

Aswathy
21/02/2025

required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Commercial Bank, or
- (b) by a foreign bank located in India and acceptable to the employer.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

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.

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "

," shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "**MCL224951**" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: _____
Branch: _____
IFSC Code: _____
Account No. _____
Customer ID: _____

Original copy of the Bank Guarantee issued

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Aswathy
21/02/2025

by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of Mahanadi Coalfields Limited.

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

6.3 All running on account bills/ final bill (for construction as well as maintenance) shall be paid at 95% (ninety-five percent) of work value. The balance 5% (excluding GST) shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs. 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Clause 6.2.

The Defect Liability Period shall be six month or one monsoon period whichever is more after the completion of contract i.e. Construction and maintenance both.

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In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

6.3 5% of work value excluding GST shall be retained from all running on account bills/final bill (for construction as well as maintenance). This shall be treated as retention money and will be second part of security deposit.

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The Defect Liability Period shall be six month or one monsoon period whichever is more after the completion of contract i.e. Construction and maintenance both.

6.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

6.5 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

50% of the Security Deposit (i.e. 5% of the contract value (excluding GST)) shall be refunded after three years of completion of construction work and the rest shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) The refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects should be rectified to the satisfaction of Engineer-in-Charge

6.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

6.5 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

First part of the security deposit remaining with the company (i.e. Performance Security) shall be refunded after three years of completion of construction work and the rest shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) The refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects should be rectified to the satisfaction of Engineer-in-Charge.

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21/02/2025