



CENTRAL COALFIELDS LIMITED

(A Miniratna Cat - I Company)

CIVIL ENGINEERING DEPARTMENT

Darbhanga House, Ranchi - 834 001

Tele Fax No. 0651 - 2360129



No. GM(C)/2022-23/ 576

Dated 24th November 2022

To,
GM(TA), CCL, Ranchi
The All Staff Officers (Civil)
Argada, Barka-Sayal, B&K, CRS Barkakana, Dhori, Giridih, Hazaribagh,
Kathara, Kaju, N.K., Piparwar, Magadh & Sanghmitra, Amrapali & Chandragupta, Rajhara, Rajrappa.

Sub.: Corrigendum to Standard NIT / Tender Document for e-tendering of Civil Engineering Works, Comprehensive AMC works and AMC works for inclusion of **Provision regarding Additional Performance Security Deposit.**

Dear Sir,

Standard NIT for above categories of works for tendering has already been circulated previously to all areas for implementation.

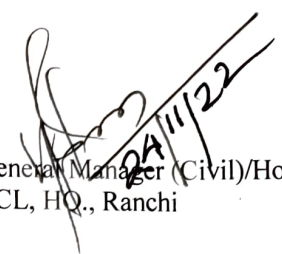
Seeing the trend of rates, approval has been obtained for incorporating the provisions of Additional Performance security in the standard NITs/tender Documents. The modified clauses of tender document which are to be modified for the implementation of above provision are tabulated hereunder:

Sl. No.	Clause Ref.	Existing clause(s) of NIT	Modified clause(s) of NIT
1	14.2 of Instruction to Bidders	There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. In case of Abnormally Low Bid the Bidder may be asked for written clarifications, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, the Employer determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.	<p>If the Bid of the successful L-1 bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.</p> <p>After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.</p> <p>Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p>Such additional performance security shall be applicable for Item-rate and Percentage Tenders.</p>

			<p>Such additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.</p> <p>In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.</p>
2	4.8 of GTC Conditions of Contract	DELETED	<p>Additional performance security: (applicable for item rate as well as percentage rate tenders):</p> <p>Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.</p> <p>Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.</p> <p>Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.</p> <p>Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.</p> <p>Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.</p> <p>In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>This additional performance security will not carry any interest and shall be released in the following manner:</p> <ol style="list-style-type: none"> 1. 30% of Additional performance security will be released after 60% of the total work is completed. 2. 50% of Additional performance security will be released after 80% of the total work is completed. 3. 100% of Additional performance security will be released after total work is completed. <p>Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.</p> <p>The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.</p>

Note :- In case the said clauses either in whole or part found elsewhere i.e. in ITB (Instruction to Bidder) and COC (Conditions of Contract) may be accordingly modified and incorporated.

This shall come into force with immediate effect.


General Manager (Civil)/HoD
CCL, HQ., Ranchi

Copy for kind information:

1. DT(P&P)/ DT(O)/D(F)/D(P), CCL, Ranchi
2. CVO, CCL, Ranchi
3. GM(Mining)/TS to CMD, CCL, Ranchi
4. GM(C)/HOD, CIL Kolkata. : Plot No. AA-III, Action Area 1A, New Town, Rajarhat, Kolkata-700156
5. GM(CMC), CIL Kolkata : Plot No. AA-III, Action Area 1A, New Town, Rajarhat, Kolkata – 700156
6. GM – Argada, Barka-Sayal, B&K, CRS Barkakana, Dhori, Giridih, Hazaribagh, Kathara, Kuju, N.K., Piparwar, Magadh & Sanghmitra, Amrapali & Chandragupta , Rajhara, Rajrappa.
7. GM(P&P) /GM(Oprn.)GM(E&M)/GM(System)/GM(CMC)/GM(Washery)/GM(Excav.)GM(E&T), GM(MM), GM(SD&CSR), CCL, Ranchi
8. GM(Fin). I/C, CCL, Ranchi
9. GM(Fin) (FPC)/CFC, CCL, Ranchi
10. GM(Civil)/Road & IC, CCL Ranchi
11. AFM - Argada, Barka-Sayal, B&K, CRS Barkakana, Dhori, Giridih, Hazaribagh, Kathara, Kuju, N.K., Piparwar, Magadh & Sanghmitra, Amrapali & Chandragupta , Rajhara, Rajrappa.
12. CM(Civil)/Welfare, CCL Ranchi
13. CM(Civil), Tender Cell, CCL, Ranchi
14. Ch. Manager (F) (P&P), CCL, Ranchi