

- (ii). The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”.

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	HQ
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

3.3 Performance Security shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations.

1. Performance security submitted in the form of BG shall be valid for 90 days beyond defect liability period. The Defect Liability period in this case shall be one year after satisfactory trial operations.

3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
- (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of defect liability.

	<p>3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.</p> <p>3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at Ranchi.</p> <p>3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.</p> <p>3.8 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the defect liability period. Any defect/defects in the work, if detected during defect liability period shall be rectified to the satisfaction of the Engineer-in- Charge within the said defect liability period or its due extension till completion of the rectification works as required.</p> <p>3.9 In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled and bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.</p> <p>In addition to the above penal measures, the bidder shall not be allowed to participate in the re-tendering process. The company shall also <u>ban</u> such defaulting contractor <u>as per the Guidelines of Banning of Business of CIL</u>. In case of JV/Partnership firm, the <u>banning</u> shall also be applicable to all individual partners of JV/Partnership firm.</p> <p>However, banning shall be done as per Guidelines for Banning of Business of CIL.</p> <p><u>3.10 Security against quoting Annual Generation in excess of 45MU</u></p> <p>In case the successful Bidder, to whom the work is awarded, has quoted the Annual Generation (G) more than 45 MU, he shall provide security in the form of Bank Guarantee for meeting the Quoted Annual Generation Target. The Rate of Bank Guarantee per MU for the portion of Quoted Annual Generation in excess of 45 MU shall be INR 3.67 Crore per MU (INR Three Crore Sixty Seven Lakhs per Million Unit). The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”. The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform has already been furnished above. The security shall be payable to the Employer without any condition whatsoever. The above security shall be submitted by the bidder within 30 days after the issuance of LOA/Award of the Contract and shall be valid upto 15 Months beyond the scheduled date for Completion of Facilities covered under the Package. Thus total validity of the BG shall be 24 months (9 months+12 months +3 months) .</p> <p><u>3.11 Security against Overall System Performance during O&M, Warranty and AMC Period</u></p>
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		<p>3.11.1 The successful Bidder, to whom the work is awarded, shall provide security equal to INR 3.32 Lakhs per MU (INR Three Lakhs Thirty Two Thousand per MU) of Quoted Annual Generation (i.e. INR 3.32 Lakhs per MU x Annual Quoted Generation in MU) for remaining Four (04) years of Comprehensive O&M period in the form as provided in Annexure VII . The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of “Central Coalfields Limited” shall be in paper form as well as issued under “Structured Financial Messaging System (SFMS)”. The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform has already been furnished above.</p> <p>Any defect/defects in the work, if detected during Comprehensive O&M period shall be rectified free of expenses to the satisfaction of the Engineer-in- Charge within the said O&M period or its due extension till completion of the rectification works as required.</p> <p>The above security shall be submitted prior to return of the Contract Performance Security (CPG) under the subject package. The above Security shall be valid up to (90) days after the end of Comprehensive Operation & Maintenance (O&M) period as specified in the Technical Specifications. The above security amount shall be payable to the Employer without any condition whatsoever.</p> <p>CPG shall be released only after submission of the above by the Contractor.</p> <p>The bidder will furnish the above security initially valid up to 90 days beyond Comprehensive Operation & Maintenance (O&M) period.</p> <p>3.11.2 Beyond 5th year (from 6th year to 10th year), the bidder is required to submit a fresh BG for a further period of 5 years to cover comprehensive AMC of Inverter, SCADA & tracker system (if applicable) as per the following:</p> <ul style="list-style-type: none"> (a) BG amount of Rs. 1.0 Lakh/MW only in case tracker system is not offered by the bidder. (b) BG amount of Rs. 1.25 Lakh/MW only in case tracker system is offered by the bidder. <p>The above Security shall be valid up to 90 days after the end of AMC period as specified in the Technical Specification.</p> <p>The Bank Guarantee as specified at point 3.11.1 shall be released only after submission of BG as above by the Contractor.</p> <p>The above BG will be returned to the contractor without any interest at the end of 10 years(AMC Period)</p>
3.	Clause 6 of GCC	<p>6.0 TIME - THE ESSENCE OF CONTRACT:</p> <p>It is clearly understood and agreed that time is the essence of this Contract and shall be strictly adhered to by the Contractor. The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.</p>

The program of furnishing, installing, commissioning, completion of facilities and FOR site delivery of all mandatory spares, identifying the key phases in various areas of work like design, procurement, manufacture and field activities including erection works, Planning, Design & Engineering, civil works (including structural steel works), allied works etc. shall be as per master network submitted by the Bidder as per Annexure XXV and mutually discussed and agreed to before Notification of Award.

The Master Network shall confirm to the following schedule dates for the key milestones.

Implementation Schedule for of 20 MW as under:

S.N.	Activities/Milestone	Period in months (after completion of time as mentioned in Cl. No. 24.2 of ITB)	
		Start	Finish
General Works			
1.	Site Mobilization, Site office opening and Preparatory works	0.5	1
2.	Topography & Geo Technical Investigations	0.5	1
3.	Approval of Details Required (DR)Category Vendors	0.5	2
4.	Basic Engineering &Approvals (Solar Plant) <ul style="list-style-type: none">Approval of Solar Plant LayoutMMS- Structure and Foundation DesignData sheet– Modules, Inverters and TransformersFoundation drawings for Control and Inverter Rooms	0.5	3
	Basic Engineering & Approvals (Switchyard) <ul style="list-style-type: none">Approval of Switchyard LayoutApproval of Structure and Foundation Design		
5	Ordering of BOIs	1	3
6	Detailed Engineering and Approvals	3	4
Solar Plant Works – DC Side			
7	Civil works –Foundations for MMS	3	5
8	Supply of Module Mounting Structures	3.5	5

			9	Installation of Module Mounting Structures	4	6
			10	Supply of SPV Modules	4.5	6.5
			11	Installation of SPV Modules	5	7
			12	Supply of DC Cables	4	6
			13	Laying of DC Cables	5	7
			Solar Plant Works – AC Side			
			14	Supply of Cables, Inverter Transformer, Inverters & other Electrical Equipment	4.5	6.5
			15	Installation of Cables, Inverter Transformer, Inverters & other Electrical Equipment	5	7
			16	Control Room works---Civil &Electrical works	3	6
			17	Inverter Room works—Civil & Electrical works	3	6
			18	Fencing, Road and Drainage works and other civil works	3	7
			19	Testing of Equipment& Readiness of SCADA	7	7.5
			Bay & Switchyard Works			
			20	Civil Works for Bays, Overhead Line & Switchyard	4	6
			21	Supply of Bay Equipment, Overhead Line Materials and Power Transformer	4.5	6.5
			22	Installation of Bays Equipment, Overhead Line and Power Transformer	5	7
			23	Charging of Power Transformer	7	7.5
			Commissioning, Trial Run and Completion of Facilities			
			24	Commissioning	7.5	8.5
			25	Stabilization & Trial Run	8.5	9
			26	Completion of facilities	--	9
			Further, bidder is also to provide comprehensive Operation and Maintenance (O&M) of Solar Photo Voltaic Plant for a period of Five(05) years from the date of successful completion of Trial Run.			
			1. After the Notification of Award, the Contractor shall plan the sequence of work			

		<p>of manufacture and erection, civil and allied works, Operation & Maintenance (O&M) to meet the above stated dates of successful completion of facilities and Guarantee test and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/ erection sequence.</p> <p>2. Within one month of the Notification of Award, the Contractor shall submit to the Employer for his review and approval two copies (one reproducible and one print) of detailed PERT Network schedules with master network activities further exploded based on the Master Network mutually agreed by the Employer and the Contractor, showing the logic and duration of the activities covered in Contract in the following areas:</p> <p>Engineering, procurement, manufacturing and supply, detailed engineering, procurement (including bought out items), manufacturing, dispatch, shipment, receipt at site, field activities related to erection works, commissioning and completion of facilities and O&M.</p> <p>4.0 Further, all engineering data related to civil input, interface engineering details, requiring employer's approval/ information for items in the scope of Employer are to be given within the agreed schedule but in no case later than 45 days from the date of Notification of award. For bought out items, the contractor shall furnish the engineering input data to the employer within the agreed schedule but in no case later than 45 days from the date of placement of respective purchase order on the sub-vendors.</p> <p>5.0 Detailed Manufacturing Programme</p> <p>Detailed Manufacturing PERT Network for all the manufacturing activities at Contractor's/sub-Contractor's works shall also be furnished within 30 days of Notification of Award. The manufacturing network shall be supported by detailed procurement programme for critical bought out item/raw materials.</p> <p>6.0 Pre-Erection Activity Programme</p> <p>The erection network will be supported by detailed Pre-erection activity programme covering the following:</p> <p>A) Manpower Deployment</p> <p>B) T&P Mobilization</p> <p>C) Detailed Site Mobilization</p>
4	Clause 10,	<p>(deleted For this document)</p> <p>10.0 CONTRACT PRICE ADJUSTMENT:-</p>
5	Clause 15 of GCC	<p>14 Liquidated damage for delay in Completion :</p> <p>(A) Liquidated Damages for Delay in Commissioning shall be as under:</p> <p>If the Contractor fails to successfully achieve commissioning of 20 MW Project within 8.5 months from the time schedule specified in the Bidding Documents at</p>

		<p>Clause No 24.2 of ITB, the Contractor shall pay to the Employer as Liquidated Damages and not as penalty, a sum calculated at following rates.</p> <p>A sum of INR 29,737/- per Day per MW For each day of delay in un-commissioned portion of work in MW till commissioning of entire project of 20 MW, subject to a maximum of 5 % (Five Percent) of the total Contract Price (value of supply, F&I, Installation Services (Erection, Commissioning), Civil & Allied works excluding O&M Price).</p> <p>(B)The liquidated damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>Half percent (1/2%) of Ex-Works price of undelivered spares, per week or part thereof of delay subject to maximum of five percent (5%) of the total Ex-Works Price of all spares included in the scope of work of the Contractor under the Contract.</p> <p>(C) Maximum deduction for liquidated damages:</p> <p>The total amount of liquidated damages for delay under the contract will be subject to a maximum of five percent (5%) of the total Contract Price.</p>
6	Clause 33.0	<p>33.0 GUARANTEE</p> <p>33.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material, design, manufacture and workmanship for a period of Sixty (60) calendar months commencing immediately upon the satisfactory completion of the trial operations. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractor (s)/ sub vendor (s) or replacement of the complete equipment, under normal use and arising solely from faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer-in-charge of the employer during the 60 calendar months, as the plant is under the supervision of the contractor's supervisory engineers/staff.</p> <p>33.2 The operation of the plant will be done by the contractor as per provisions of tender document. The successful contractor shall be responsible for maintaining the plant during 60 calendar months including repair, replacement of the spare parts, components, equipment etc. free of cost.</p>

		<p>33.3 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect, 60 calendar months (i.e. one year of Defect liability period (DLP) and Comprehensive maintenance of plant by contractor for remaining four years of operation,, as per the provisions of tender document) of any facilities or such part, as the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.</p> <p>33.4 In case of failure of any equipment/system in during the initial period of 60 calendar months from satisfactory completion of the trial operations ,the contractor shall repair/replace the equipment/system etc. at his own cost.</p>
7	Clause 41.6 of GCC	<p>41.6 TERMS OF PAYMENTS:-</p> <p>A. Schedule No.1: Plant and Equipment including type Test (excluding Mandatory Spares)</p> <p>In respect of plant and equipment supplied the following payments shall be made:</p> <p>For Ex-works Price component of plant and Equipment including Type Tests (excluding Mandatory Spares)</p> <p>(I) Five Percent (5 %) of the total Ex-Works price component as Initial Advance Payment on:</p> <p>(a) Acceptance of Notification of Award and Signing of the Contract Agreement.</p> <p>(b) Submission of an unconditional Bank Guarantee covering the advance amount plus GST as applicable on the advance payment to be paid to the contractor, which shall be initially kept valid up to Ninety (90) days beyond the schedule date for Completion of the last facility covered under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Annexure V.</p> <p>(c) Submission of unconditional Bank Guarantees towards Contract Performance Securities as per Clause 3.1.1 of GCC(Replaced at Clause 2 of SCC)</p> <p>(d) Submission of unconditional Bank Guarantee towards Security against Annual Quoted Generation in excess of 45 MU for 20 MW Solar PV Project as per Clause 3.10 of GCC(Replaced at Clause 2 of SCC).</p> <p>(e) Submission of a detailed PERT Network based on the work schedule stipulated in the bid document and its approval by consultant of Employer and further agreed by Engineer In- charge.</p> <p>(II) Sixty Percent (60%) of Ex-works price component of the Contract price for each identified equipment upon dispatch of equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of</p>

		<p>shipment which shall be original Goods Receipt or receipted GR / Rail Receipt including Material Dispatch Clearance Certificate (MDCC) issued by the consultant of Employer and further agreed by Engineer In-charge.</p> <p>(III) Twenty Percent (20%) of Ex-works price component of the Contract Price for each identified equipment on receipt of equipment at site on prorata basis and Physical Verification and Certification by the Consultant of the employer and further agreed by Engineer-in-Charge for the equipment received and stored at site.</p> <p>(IV) Two Point Five Percent (2.5%) of Ex-works price Component of the contract price on Successful Commissioning of entire Solar Photo Voltaic Plant on certification by the Consultant of the employer and further agreed by Engineer-in-Charge</p> <p>(V) Two Point Five Percent (2.5%) of Ex-Works price Component of the contract price on Completion of the Facilities, as specified, and issuance of Completion Certificate by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>(VI) Ten Percent (10%) of Ex-works price component of the Contract price on Successful Completion of Performance Guarantee Tests of entire Solar Photo Voltaic Plant, as specified, and issuance of Operational Acceptance Certificate issued by consultant of the employer and agreed by the Engineer-in-Charge</p> <p>Note: The prorata payment will be based on the detailed price break-up furnished by the Contractor and approved by the Engineer-in-Charge.</p> <p>(i) In case Installation Price (excluding civil/structural works price) is less than 15% of the Ex-works Price of Main Equipment, the amount by which it is lower shall be retained from the Ex-works Component of Contract Price while releasing payment due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on prorata basis upon completion of installation of the respective equipment and its certification by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>(ii) In case the Civil Works Price (including Site Fabricated Structural works price) is less than 6% of the Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on prorata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Consultant of the employer and further agreed by Engineer-in-Charge</p> <p>B. Schedule 1 and 4: Mandatory Spares and Recommended Spares (When ordered) quoted on Ex-works (India) basis</p> <p>The Ex-works price of spares manufactured for fabricated within the Employer's country shall be paid as under.</p>
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		<p>commencement of installation.</p> <ul style="list-style-type: none"> (iii) Submission of an unconditional Bank Guarantee for an amount equivalent to one Hundred Ten Percent (110%) of the advance amount plus GST as applicable on the advance payment to be paid to the contractor, which shall be initially kept valid upto Ninety (90) days beyond the schedule date for successful 'Completion of the Facilities' under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Annexure XXVI. (iv) Submission of unconditional Bank Guarantees towards Contract Performance Securities as per Clause 2 of SCC. (v) Submission of unconditional Bank Guarantee towards Security against Annual Quoted Generation in excess of 45 MU for 20 MW Solar PV Project as per Clause 2 of SCC. (vi) Submission of a detailed PERT Network based on the work schedule stipulated in the bid document and its approval by the Consultant of the employer and further agreed by Engineer-in-Charge. <p>(I) (B) Five Percent (5%) of the Installation Services Component of the Contract Price will be paid to the Contractor, bearing interest at the rate of 12.20% per annum as advance payment on:</p> <ul style="list-style-type: none"> (i) Fulfilment of conditions mentioned at Clause D(I)(A) (i), (ii), (iii), (iv), (v) & (vi) above. (ii) T&P mobilization as identified along with PERT network for start of Erection and Certification thereof by the Consultant of the employer and further agreed by Engineer-in-Charge (iii) Submission of an unconditional Bank Guarantee for an amount equivalent to one Hundred Ten Percent (110%) of the advance amount plus GST as applicable on the advance payment to be paid to the contractor, which shall be initially kept valid upto Ninety (90) days beyond the schedule date for successful 'Completion of the Facilities' under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this Advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Annexure XXVI. <p>Advance Payment for Installation Services/ Works price components shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety Equipment & Safety Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.</p> <p>I. In case the Contractor decides not to take advance payment, the first progressive payment for Installation services price component shall be released after certification by the Consultant of the employer and further agreed by Engineer-in-Charge that the contractor has brought to site the Safety Equipment & Safety Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.</p> <p>II. Seventy-Five Percent (75%) of the installation Services component of contract price shall be paid on pro-rata basis on completion of installation of Equipment</p>
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		<p>for the quantum of work completed and for the successful completion of quality check points involved in the quantum of work billed on certification by the Consultant of the employer and further agreed by Engineer-in-Charge</p> <p>III. Two and a Half Percent (2.5%) of total Installation price of the Contract shall be paid on Successful Commissioning of entire Solar Photo Voltaic Plant on certification by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>IV. Two and a Half Percent (2.5%) of total Installation price of the Contract shall be paid on Completion of the Facilities, as specified, and issuance of Completion Certificate by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>V. Ten Percent (10%) of total Installation price of the Contract shall be paid on successful completion of Performance Guarantee Tests <u>of entire Solar Photo Voltaic Plant</u>, as specified and issue of Operational Acceptance Certificate by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>VI. Recovery of the interest component on the advance amount shall be made from the progressive payments released to the Contractor as per D(II) above. The amount of interest to be recovered from a particular bill shall be calculated @ 12.20% per annum on the value of advance corresponding to the %age of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payment under the contract, whichever is earlier. The interest on the advance payment shall stand fully recovered on release of all the progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.</p> <p>Notes: 1.The bidder shall furnish a detailed break-up for the Erection Price Component of the package which shall be mutually discussed and finalized with the Owner. Progressive payment for Erection will be made against monthly bills based on certification by the Consultant of the employer and further agreed by Engineer-in-Charge for the work completed.</p> <p>2. In case, the Contractor decides not to take interest bearing advance payment as on D (I), the advance payment shall be proportionately adjusted in the balance payments excluding final payments.</p> <p>3. The release of first progressive payment for Installation Services shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of Clause 13 of GCC and Clause No 28 of Erection Conditions of Contract and acceptance of same by the Engineer-in-Charge.</p> <p>4. In case the Installation Price (excluding Civil/Structural works price) is more than 20% of the Ex-works Price of Main Equipment, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid</p>
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		<p>retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.</p> <p>E. Schedule No. 3: Civil Works and Allied Works etc.</p> <p>The Civil Works Price Component of the Contract Price shall be paid as under:</p> <p>(I)(A) Five Percent (5%) of the total Civil works Price component of the Contract Price will be paid to the Contractor, bearing interest at the rate of Twelve point Two percent (12.20%) per annum as advance payment on:</p> <ul style="list-style-type: none"> i) Establishing their office at site in preparatory to commencement of Civil works. ii) Submission of an unconditional Bank guarantee for an amount equivalent to one Hundred Ten Percent (110%) of the advance amount plus GST as applicable on the advance payment to be paid to the contractor, which shall be initially kept valid upto Ninety (90) days beyond the schedule date for successful 'Completion of all Facilities under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Annexure XXVI. iii) Acceptance of Notification of Award and Signing of Contract Agreement. iv) Submission of unconditional Bank Guarantees towards Contract Performance Securities as per Clause 2 of SCC. v) Submission of unconditional Bank Guarantee towards Security against Annual Quoted Generation in excess of 45 MU for 20 MW Solar PV Project as per Clause 2 of SCC. <p>VII. Submission of a detailed PERT Network based on the work schedule stipulated in the bid document and its approval by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>VIII. (I)(B) Five Percent (5 %) of the total Civil works Price component of the Contract Price will be paid to the Contractor, bearing interest at the rate of Twelve point Two percent (12.20%) per annum as advance payment on:</p> <ul style="list-style-type: none"> (i) Fulfilment of conditions mentioned at Clause E(I)(A) (i), (ii), (iii), (iv), (v) & (vi) above. (ii) T&P mobilization as identified along with PERT network for start of Civil Works and Certification thereof by the Engineer-in-Charge. (iii) Submission of an unconditional Bank guarantee for an amount equivalent to one Hundred Ten Percent (110%) of the advance amount plus GST as applicable on the advance payment to be paid to the contractor, which shall be initially kept valid up to Ninety (90) days beyond the schedule date for successful 'Completion of all Facilities under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Annexure XXVI. <p>IX. Advance Payment for Civil works price components shall be released after certification the Consultant of the employer and further agreed by Engineer-in-Charge that the Contractor has brought to site the Safety Equipment & Safety</p>
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		<p>Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.</p> <p>I. In case the Contractor decides not to take advance payment, the first progressive payment for Civil works price components shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety Equipment & Safety Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.</p> <p>II. Seventy-Five Percent (75 %) of the total Civil Works Price Component of Contract Price shall be paid progressively for the quantum of work completed/Milestones achieved and for the successful completion of quality check points involved in the quantum of work / Milestones billed on certification by the Consultant of the employer and further agreed by Engineer-in-Charge</p> <p>X. The release of first progressive payment for Civil Works shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of Clause 13 of GCC and Clause No 28 of Erection Conditions of Contract and acceptance of same by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>III. Two and a Half Percent (2.5%) of Civil Works Component of contract price shall be paid on Successful Commissioning of entire Solar Photo Voltaic Plant on certification by the Consultant of the employer and further agreed by Engineer-in-Charge</p> <p>IV. Two and a Half Percent (2.5%) of Civil Works Component of contract price shall be paid on Completion of the Facilities, as specified, and issuance of Completion Certificate on certification by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>V. Ten Percent (10 %) of Civil Works Component of contract price on Successful Completion Performance Guarantee Tests of entire Solar Photo Voltaic Plant, as specified and issue of Operational Acceptance Certificate by the Consultant of the employer and further agreed by Engineer-in-Charge.</p> <p>VI. Recovery of the interest component on the advance amount shall be made from the progressive payments released to the Contractor as per E (II) above. The amount of interest to be recovered from a particular bill shall be calculated @ 12.20% per annum on the value of advance corresponding to the %age of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payment under the contract, whichever is earlier. The interest on the advance payment shall stand fully recovered on release of all the progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.</p> <p>Note:</p>
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		<p>In case the Civil Works Price (including Site Fabricated Structural Works Price) is more than 16% of the Ex-works Price of Main Equipment, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation/ Completion of Facilities.</p> <p>F. Operation and Maintenance Charges</p> <p>After completion of trial run as defined in bid documents, operation and maintenance charges including all consumable, spares and Equipment included in operation and maintenance charges shall be paid on pro-rata basis every three month on the certification of completion of work by Engineer-in-Charge.</p>
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SECTION IV
ANNEXURES

FORMAT FOR LETTER OF BID

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

The Tender Committee,
CENTRAL COALFIELDS LIMITED
Ranchi (JH)

Sub: Letter of BID for the Work:_____

Ref.: 1.NIT No. & Date :_____

2. Tender Id No. :_____

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Securing Declaration as per Annexure XXXI and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central coalfields Ltd.

Should this bid be accepted, I/we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision, Central Coalfields Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and act as per Clause No. 4 of e-tender Notice and be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We,, Proprietor/Partner/Legal Attorney/Director/
Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No.
..... Dated..... and I/we offer to execute the work in accordance with all the terms,
conditions and provisions of the bid.

2. Myself/Our Partners/Directors don't has/have any relative as employee of CENTRAL Coalfields Limited.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of CENTRAL Coalfields Limited.
is as follows:

a. Name of the employee

b. Place of Posting

c. Department

d. Designation

e. Type of relation:- wife/Husband/Father/Step-Father/Mother/Step-Mother/Son/Step- Son/Son's
Wife/ Daughter/Daughter's Husband/Brother/Step-Brother/Sister/Step-Sister.

* (If so, furnish the name, designation & place of posting of employee of CCL and name of the
bidder/partners/directors, who are relative of the employee of CCL)

3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this
Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and
valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. We hereby undertake that we shall register and obtain license from the competent authority under the contract
labour (Regulation & Abolition Act) as relevant, if applicable.

7. *I/We hereby confirm that we have registration with CMPF Authorities. We shall make necessary payments as
required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF authorities,
if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs. (In case of JV, all partners are covered)

Or

**I / Wehave been banned by the organization named “_____” for a period of..... year/s, effective from to.....

[In case of JV, name(s) of the JV Partner(s)]

**** Delete whichever is not applicable.**

9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning/ delisting of our firm and all partners of the firm for two years from being eligible to submit Bids in CIL and its subsidiaries.
- 10.(a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.
- (b). If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

Signature

Date.....

(Note: It should be signed/digitally signed by the DSC Holder submitting the bid.)

PROFORMA FOR EXECUTION OF AGREEMENT.

(Specimen to be vetted by Legal Department))

STAMP PAPER

(of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the ‘COMPANY’ which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the ‘said Contractor’ which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work ~~and deposited a sum of Rs..... as Earnest Money~~ and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page to ...) and Safety Code.
 - iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
 - iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
 - v) Schedule-E Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)*.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Srion behalf of Signature

(Name of Company) in presence of -

1. Name : Signature

2. Address: .

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
SECURITY

To

.....

.....

Re: Bank Guarantee in respect of Contract No.....,
Dated..... Between (Name of the company)
and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called “the Company”) to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time

to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi(Jharkhand.) are as under :

Particulars	Issuing Bank	Local Operating Branch at Ranchi
Branch Code		
Postal Address		
Telephone No.		
FAX No.		
Email Id		

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

NOTE:-1. The department shall ensure extension of guarantee period in case of extension of time.

2. The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
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The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post(AD).

**Bank Guarantee Form for Advance Payment
(Supply Ex-Works)**

To,
[Employer's Name & Address]

Re: Bank Guarantee in respect of Contract No.....,
Dated..... Between (Name of the company)
and (Name of the Contractor)

In consideration of [Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name]..... with its Registered/Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. dated..... valued at for..... [Name of Contract]..... (hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting..... (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We..... [Name and address of the Bank]..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of [advance amount plus GST]..... as aforesaid at any time upto (@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to[advance amount plus GST]..... and it shall remain in force upto and including(@).....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name].....on whose behalf this guarantee has been given.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi(Jharkhand.) are as under :

Particulars	Issuing Bank	Local Operating Branch at Ranchi
Branch Code		
Postal Address		
Telephone No.		
FAX No.		
Email Id		

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

Notes:1. (@) This date shall be Ninety (90) days beyond the date of Completion of the last facility covered under the Package.

2. . The department shall ensure extension of guarantee period in case of extension of time.

3. The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
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The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post(AD).

**PROFORMA BANK GUARANTEE FOR QUOTED
GENERATION IN EXCESS OF 45 MU FOR 20 MW**

To,
[Employer's Name & Address]

Re: Bank Guarantee in respect of Contract No.....,
Dated..... Between (Name of the company)
and (Name of the Contractor)

In consideration of the ...[Employer's Name]....., (hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor resulting in a 'Contract' bearing No. dated valued at for and the Contractor having agreed to provide (Scope of Contract)..... a Security for the faithful performance of solar plant as specified at Part-A-6 of Section - VI (Technical Specifications), at the rate of {**Indian Rupees Three Crores Sixty Seven Lakhs per Million Unit {INR 3.67 Crores per MU for the generation quoted in excess of 45MU}**} to the Employer.

We[Name and address of the Bank]....., having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of as aforesaid at any time upto* (day / month / year)..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without, previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course of or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Employer or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law, would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force upto and including*..... and shall be extended from time to time for such period, as may be desired by M/s. whose behalf this guarantee has been given.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi(Jharkhand.) are as under :

Particulars	Issuing Bank	Local Operating Branch at Ranchi
Branch Code		
Postal Address		
Telephone No.		
FAX No.		
Email Id		

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

Note:

1. *. This dated shall be 15 Months beyond the scheduled date for Completion of Facilities covered under the Package. Thus total validity of the BG shall be 24 months (9 months+12 months +3 months)
2. The department shall ensure extension of guarantee period in case of extension of time.
3. **The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:**

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
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The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post(AD).

**PROFORMA BANK GUARANTEE FOR
FORM OF SECURITY AGAINST OVERALL SYSTEM PERFORMANCE
DURING O&M, WARRANTY AND AMC PERIOD**

To,
[Employer's Name & Address]

Re: Bank Guarantee in respect of Contract No.....,
Dated..... Between (Name of the company)
and (Name of the Contractor)

In consideration of the ...[Employer's Name]....., (hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor resulting in a 'Contract' bearing No. dated valued at..... for (Scope of Contract)..... and the Contractor having agreed to provide Guarantee against **Overall System Performance** for amount of INR@.....**during O&M and Warranty Period/** for amount of INR...#..... **during AMC period** as specified in bidding document to the Employer.

We (Name & Address of Bank)....., having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of as aforesaid at any time upto*(day / month / year)..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without, previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course of or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Employer or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law, would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.