



एक कदम स्वच्छता की ओर



सीसीएल
एक मिनीरल कम्पनी

सेन्ट्रल कोलफील्ड्स लिमिटेड

(भारत सरकार का एक उपक्रम)

दरभंगा हाउस, कचहरी रोड, राँची 834 029, झारखण्ड

CENTRAL COALFIELDS LIMITED

(Govt. of India Undertaking)

Darbhangha House, Kutchery Road, Ranchi 834 029, Jharkhand

कॉर्पोरेट आइडेंटिटी नं./

Corporate Identity Number : U10200JH1956GOI000581

फोन/Phone : (0651) 2301606, 2360123, 2316707 (DID)

फैक्स/Fax : (0651) 2360003

ई-मेल/e-mail : cmd@ccl.gov.in, वेबसाइट/Website : http://www.ccl.gov.in

Ref No. GM(CMC)/SoP/2018/ 1125

Dtd. 23.08.2018

24

To,
The General Manager
Argada/Barka-Sayal/Kuju/Hazaribagh/Rajrappa/
Dhori/B&K/Kathara/NK/Piparwar/Rajhara/Magadh-Amrapali

Sub- Standard Operating Procedure(SoP) for Mining Contracts.

Dear Sir,

The CCL Board in its 462nd Meeting held on 16.08.2018 vide Item No.4(2), has approved SoP for Mining Contracts regarding Deviation/Variation in Quantities, extension of time for additional quantity, extension of time etc for transportation contracts (as per Chapter 3 of Contract Management) (**Annexure-I**) as well as Hiring of HEMM contracts(as per Chapter 6 of Contract Management Manual)(**Annexure-II**).

You are advised to ensure compliance of the SoP enclosed.

Yours faithfully

GM(CMC)

Copy for kind information to-

1. The Director(Fin.)/Director(T/O)/Director(T/P&P)/Director(P), CCL
2. GM/TS to CMD, CCL

Copy to-

1. The General Manager(Oprn.), CCL
2. The General Manager(Fin.), CCL
3. The General Manager(System), CCL- for uploading SoP for Mining Contracts at Company's Portal.
4. The Company Secretary, CCL
5. All Executives of CMC Deptt.

	Standard Operating Procedure in respect of proposals regarding extension of time, extension of quantity, Re-appropriation etc(as per Chapter 3 of Contract Management Manual)		
	Engineer In Charge	CGM/GM of the Area will be the Engineer In Charge.	
Sl No	Nature of Variations/Deviations	Provision - Details	Standard Operating Procedure
1	Deviation/Variation in Quantities	<p>5. DEVIATIONS/VARIATIONS IN QUANTITIES: Extend and pricing: the quantities given in the ‘schedule of quantities’ are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.</p> <p>5.1 The Company through its Engineer-in-charge or his representative shall without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitute of the original and instructions that may appear to be necessary or advisable during the progress of work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the engineer-in-charge or his representative on behalf of the company. Such altered or additional work which shall form part of the original contract and shall be carried out by the contractor on the same conditions in all respect on which they agree to do the main works and at the same rate/rates as are specified in the contract.</p> <p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.</p> <p>5.5 The Company through its Engineer-in-charge or his representative, on behalf of the company shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges / damages shall be made by the contractor on these grounds.</p>	<p>1. All variation/deviations up to(-) 10% of original awarded value shall require approval of Area CGM/GM. However, there shall be no extra items and variation in individual item shall not exceed (+/-)20%.. However, where CGM/GM is the original approving authority, then deviations/variations shall be approved by Area CGM/GM even if there is extra item and variation in individual items are more than (+/-)20%.</p> <p>2. Deviations/Variations including extra item with variation up to (+)10% of original awarded value shall be approved by original approving authority limited to his DoP. Deviation/Variations up to (+)10% and beyond DoP of approving authority, shall be approved by next higher authority. Where CMD is the approving authority, deviation/variation including extra item with overall variation up to +10% shall be approved by CMD. When Board is the approving authority, deviation/variation including extra item with overall variation up to +10% shall be approved by CMD.</p> <p>3. Deviation/Variation including extra item with variation beyond (+)10% shall require approval of next higher authority than the original approving authority. Where Board is approving authority, for deviations/variations beyond(+)10% shall require approval of Board.</p> <p>4. For Deviation/Variation below(-)10% including extra item shall require approval of next higher authority limited to his DoP. Where Board is approving authority Deviations/Variation below (-)10% and upto (-)20% shall require approval of CMD and with deviation/variation beyond(-)20% shall be intimated to Board.</p>

2	Re-appropriation	<p>5.7 The re-appropriation / re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of CMD of the Company.</p>	<p>The re-appropriation / re-allocation of the quantities may be done by Engineer-in-charge within the stipulated contract period and contract value.</p> <p>If the contract value (post re-appropriation / re-allocation of the quantities) is beyond the original contract period and contract value then approval shall be accorded by D(Tech/Oprn).</p> <p>However, in case the original approving authority is Board, then approval shall be accorded by the CMD of the Company.</p>
3	Extension of time	<p>6.4 Extension of date of completion – on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge.</p> <ul style="list-style-type: none"> a. Abnormally bad weather b. Serious loss or damage by fire <p>c. Civil commotion, strikes or lockouts affecting any of the trades employed on the work delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.</p> <p>d. Any other causes which, at the sole discretion of the company is beyond the control of the contractor.</p> <p>A “Hindrance Register” should be maintained for recording the hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-in-charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.</p> <p>The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 (one) month of the date of receipt of such request.</p> <p>The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.</p> <p>6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.</p>	<p>The extension of time required for force majeure conditions or due to any other causes which is beyond the control of the contractor, as recorded and accepted by both parties in the Hindrance Register shall be approved by the Engineer In Charge.</p>

4	Extension of time for additional quantity	<p>5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.</p> <p>The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos.4.2 & 4.3 taking into consideration the period of extension.</p> <p>6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.</p> <p>In case the Contractor does not apply for grant of extension of time within 15(fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer in charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer in charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.</p>	<p>Extension of time required for execution of additional quantity or for any other causes(other than Clause 6.4 and 6.5 of GTC), will be approved by Original approving authority.</p> <p>However, if the original approving authority is Board, then proposal will be approved by CMD.</p>
---	---	---	---

Note-1. Changes in DoP of different authorities will be required if the proposed report of the Committee is approved by the Competent Authority.

2. It is certified that the above SoP covers all areas requiring modification in awarded contracts.

Standard Operating Procedure in respect of proposals regarding extension of time, extension of quantity, Re-appropriation etc(as per Chapter 6 of Contract Management Manual)			
	Engineer In Charge	CGM/GM of the Area will be the Engineer In Charge.	
Sl No.	Nature of Variations/Deviations	Provision - Details	Standard Operating Procedure
1	Deviation/Variation in Quantities	<p>5. DEVIATIONS/VARIATIONS IN QUANTITIES: Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for bidding and any variation either by addition or omission shall not vitiate the contract.</p> <p>5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.</p> <p>Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.</p> <p>5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations shall need appropriate approval.</p> <p>5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.</p>	<p>1. All variation/deviations up to(-) 10% of original awarded value shall require approval of Area CGM/GM. However, there shall be no extra items and variation in individual item shall not exceed (+/-)20%.. However, where CGM/GM is the original approving authority, then deviations/variations shall be approved by Area CGM/GM even if there is extra item and variation in individual items are more than (+/-)20%.</p> <p>2. Deviations/Variations including extra item with variation up to (+)10% of original awarded value shall be approved by original approving authority limited to his DoP. Deviation/Variations up to (+)10% and beyond DoP of approving authority, shall be approved by next higher authority. Where CMD is the approving authority, deviation/variation including extra item with overall variation up to +10% shall be approved by CMD. When Board is the approving authority, deviation/variation including extra item with overall variation up to +10% shall be approved by CMD.</p> <p>3. Deviation/Variation including extra item with variation beyond (+)10% shall require approval of next higher authority than the original approving authority. Where Board is approving authority, for deviations/variations beyond(+10% shall require approval of Board.</p> <p>4. For Deviation/Variation below(-)10% including extra item shall require approval of next higher authority limited to his DoP. Where Board is approving authority Deviations/Variation below(-)10% and upto (-)20% shall require approval of CMD and with deviation/variation beyond(-)20% shall be intimated to Board.</p>

2	Extension of time for additional quantity	<p>5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.</p> <p>The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos.4.2 & 4.3 taking into consideration the period of extension.</p>	<p>Extension of time required for execution of additional quantity or for any other causes (other than Clause 6.4 and 6.5 of GTC), will be approved by Original approving authority.</p> <p>However, if the original approving authority is Board, then proposal will be approved by CMD.</p>
3	Extension of Time	<p>6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge:</p> <ul style="list-style-type: none"> a. abnormally bad weather b. serious loss or damage by fire c. civil commotion, strikes or lockouts affecting any of the trades employed on the work d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work e. any other causes which, at the sole discretion of the company is beyond the control of the contractor. <p>"Hindrances Register" should be maintained for recording the hindrances. The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.</p> <p>6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement. Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.</p>	<p>The extension of time required for force majeure conditions or due to any other causes which is beyond the control of the contractor, as recorded and accepted by both party in the Hindrance Register shall be approved by the Engineer In Charge.</p>

		<p>6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or both. The extension will have to be by party's agreement, expressed or implied.</p> <p>In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.</p>	
4	<p>On account payment for removal of OB and extraction of Coal</p>	<p>5) (j) of SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS FOR HIRING CONTRACT EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION</p> <p>vii) In case of variation in available stripping ratio compared to agreed stripping ratio, the same can be modified based on actuals during the course of contract subject to approval of competent authority.</p>	<p>Competent Authority in this regard will be approving authority of original award of work.</p> <p>If the approving authority is Board, then it will be approved by CMD.</p> <p>If re-scheduling results in variation in quantities, at the end of the contract, then the same will be dealt as per provision of Clause no. 5 of GTC as elaborated in SI .No.1</p>

**Note- 1. Changes in DoP of different authorities will be required if the proposed report of the Committee is approved by the Competent
2. It is certified that the above SoP covers all areas requiring modification in awarded contracts.**