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(महारत्न कंपनी)
कोयला भवन
सामग्री प्रबंधन विभाग,
परिसर संख्या ४, एक्शन एरिया १ए
न्यू टाउन, राजरहाट, कोलकाता- ७००१५६.
फोन : ०३३-२३२४ ४१२७, फैक्स : ०३३-२३२४ ४११५
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Tender No. CIL/C2D/Consultant Digital transformation/365 Date: 29.12.2020

Notice Inviting Tender

Domestic E-Tender

For

Selection and appointment of consultant for performance enhancement through digital transformation in selected mines of Coal India Limited

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Checklist

Bidder must ensure that documents listed below are submitted in the bid in the specified folders.

| SI No | Document | Reference | Name of the Folder in which document |
|-------|--|--|--------------------------------------|
| 1 | Duly signed and stamped Letter of Bid (LOB) with the seal of the bidder as per Annexure IA | NIT clause 6.iii(A)(a) & 3.7 (2) of ITB | LOBDOCS |
| 2 | Copy of 'power of attorney' issued by the bidder in the name of the person signing LOB as per Annexure IC | NIT clause 6.iii(A)(a), 3.6, 3.7(8) of ITB | LOBDOCS |
| 3 | Authorization to DSC holder (if required) as per Annexure 1B | NIT clause 6.iii(A)(a) & 3.7(9) of ITB | LOBDOCS |
| 4 | Mandate Form for e-payment as per Annexure II | NIT clause 6.iii(A)(c)ii of ITB | LOBDOCS |
| 5 | Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder | NIT clause 6.iii(A)(c)iii of ITB | LOBDOCS |
| 6 | The following documents will be required to be uploaded by the bidder: (a) Certified true copy of the memorandum of association or equivalent constitutional document(s) of the bidder; (b) Certified true copy of the articles of association or equivalent governing document(s) of the bidder; (c) Certified true copy of the certificate of incorporation or registration or equivalent document(s) evidencing establishment of the bidder; (d) Certified true copy of the partnership deed or equivalent agreement/deed governing the setting up of the bidder. | NIT clause 6.iii(A)(c)(i) & 3.7(1) of ITB | LOBDOCS |
| 7 | GST Registration certificate issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder | NIT clause 3.7(3) of ITB | LOBDOCS |
| 8 | Duly signed and witnessed Pre-contract Integrity Pact as per Annexure III | NIT clause 6.iii(A)(c)(iv) & 3.7(3) of ITB | LOBDOCS |
| 9 | Undertaking on not being banned/delisted by CIL/subsidiaries as per Annexure iv | NIT clause 6.iii(A)(c)(v) of ITB | LOBDOCS |
| 10 | Documents supporting Minimum Qualification Requirements | NIT clause 3 of ITB | MQR DOCS |
| 11 | Documents Supporting CQCCBS criteria | NIT clause 8.6 of ITB | TECH DOCS |
| 12 | Duly Filled Technical Parameter Sheet (Excel file to be downloaded from the portal, filled and uploaded) | NIT clause 6.iii(A)(b) of ITB | TPS |
| 13 | Duly Filled Price Bid/ BOQ (Excel file to be downloaded from the portal, filled and uploaded) | NIT clause 6.iii(B) of ITB | BOQ |
| 14 | A declaration for the ultimate beneficial ownership of the Bidder shall be submitted, in terms of the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 | clause 3.7 (ii) of ITB | LOBDOCS |



| | | | |
|----|--|-------------|----------|
| | <p>July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“Indian Procurement Laws”) read with paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India.</p> <p>In the event, the bidder is incorporated or registered in a country which shares a land border with India, the bidder shall submit a certified true copy of registration obtained by the bidder with the competent authority, as specified under the Indian Procurement Laws.</p> | | |
| 15 | Bid Securing Declaration | ANNEXURE IX | LOB DOCS |



Section I: Notice for Tender

Digitally signed and encrypted e-tenders are invited under single stage, two-part bid on the e-procurement portal of Coal India Limited, <https://coalindiatenders.nic.in> from reputed and eligible consultants as per the Notice Inviting Tender (“NIT”) to carry out the Scope of Work described in the Technical Specifications (Section IV).

Bidders are not required to pay any application/tender fee. The Bid Documents will be available on the following website(s) and can be downloaded by the bidder up to the document download end date as provided in the Time Schedule of Tender set out under Table 3 below.

- <https://coalindiatenders.nic.in>;
- <https://www.eprocure.gov.in>; and
- <https://www.coalindia.in>.

Table 1 : Summary of Work

| Brief Description of work | Location | Period of Service |
|--|--|--|
| Selection and appointment of consultant for performance enhancement through digital transformation in selected mines of CIL (As detailed in Section IV (Technical Specifications of NIT)). | <ul style="list-style-type: none"> • Coal India limited (CIL) • South eastern coalfields Limited (SECL) • Northern coalfields limited (NCL) | From the date of issuance of Letter of Award until 31.05.2023 or any further extended period, if agreed. |

Table 2 : Contact Person

| Tender inviting authority | Contact Person(s) |
|---------------------------|---|
| GM(MM)-HOD, CIL | <p>Technical: GM (Mining), PMD/CP, CIL Phone: 8902029906 Email : gmpm.cil@coalindia.in</p> <p>GM(UMD), CMPDI Phone : 8987788878 Email : gmumd.cmpdi@coalindia.in</p> <p>Commercial: Deputy Manager (MM), CIL Phone : 8902133023 Email : pkuldeep@coalindia.in</p> |

**1.0 Time Schedule of Tender:****Table 3 : Details of tender**

| | | |
|----|-------------------------------|---|
| 1 | Tender No. | CIL/C2D/Consultant Digital transformation/365 |
| 2 | Type of Tender | Domestic (Single stage, Two-part Bid System without Reverse Auction) |
| 3 | Earnest Money Deposit (“EMD”) | NIL (Bidder is required to submit bid securing declaration as per Annexure IX) |
| 4 | Cost of Tender/ Tender Fee | NIL |
| 5 | Subject of Tender | Selection and appointment of consultant for performance enhancement through digital transformation in selected mines of CIL |
| 6 | e-Publishing date of Tender | 30.12.2020 |
| 7 | Downloading of Document: | |
| | (i) Starts on | 31.12.2020 From 11.00 hours (IST) |
| | (ii) Closes on | 21.01.2021 Upto 11.00 hours (IST) |
| 8 | Seeking Clarification: | |
| | (i) Starts on | 31.12.2020 From 11.00 hours (IST) |
| | (ii) Closes on | 06.01.2021 Upto 11.00 hours (IST) |
| 9 | Pre-Bid Meeting | 06.01.2021 at 11.00 hours (IST) |
| 10 | Bid Submission: | |
| | (i) Starts on | 31.12.2020 From 11.00 hours (IST) |
| | (ii) Closes on | 21.01.2021 Upto 11.00 hours (IST) |
| 11 | Due date of Opening of Tender | 22.01.2021 at 11:00 hours (IST) |

2.0 Bid Documents:

The Bid Documents comprise of the following:

- Section I- Notice for Tender;
- Section-II- Instructions to Bidders (ITB);
- Section-III- Conditions of Contract (CC);
- Section-IV- Technical Specifications (TS);
- Section V- Annexures and Appendices; and
- Any amendments / corrigendum / clarifications to the Bid Documents.

Bidder shall prepare and submit their bid in accordance with the instructions, specifications, terms and conditions of the whole bid documents as mentioned above. The bidders are advised to keep visiting the websites as mentioned below for any notification/ amendment / addendum/ corrigendum from CIL's side in respect of this tender:

- a. <https://coalindiatenders.nic.in;>
- b. <https://www.eprocure.gov.in;> and
- c. [https://www.coalindia.in.](https://www.coalindia.in;)

Capitalised terms and expressions used without being specifically defined, unless the context otherwise requires, shall have the meaning assigned to them in Conditions of Contract (Section III).

3.0 Earnest Money Deposit/ EMD:

No Earnest Money Deposit or bid security shall be accepted.



The bidders shall have to sign a Bid securing declaration, in the format prescribed under **Annexure IX ("Bid Securing Declaration")**, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the Contract, or they fail to submit the Contract Performance Guarantee within the stipulated timeline (as set out under clause 6.1.1. of Section III (CC), or submits false documents/information in the bid, or defaults in commencing work in time or offers any gift/consideration or uses non-bonafide methods to obtain the Contract or any other breach of contract or default which attracts the forfeiture of EMD, the bidder shall be banned for a period of two (2) years from being eligible to submit Bids in CIL and its subsidiaries. Bidders to note that such banning shall be done under the provisions of this Section I (Notice for Tender) with the approval of CIL with intimation to all concerned persons and online blocking of the bidder shall be done on receipt of written communication from CIL by the application admin of CIL's e-Procurement portal.

4.0 Deadline for Submission of Bids:

- i. Online bids must be uploaded by the bidders at CIL's e-procurement portal [<https://coalindiatenders.nic.in>] within the scheduled last date and time as specified in Table 3 of Section I: Notice for Tender (NIT).
- ii. The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will, thereafter, be subject to the deadline as extended.
- iii. In case, at least 3 (three) bids are not received within the originally stipulated time, the due date of bid shall be extended by 4 (four) days automatically by the portal. If, even after one extension (4 days), less than 3 (three) bids are received, the tender shall be opened without any further extension. No separate corrigendum shall be issued and published by the Authority for such automatic extension of the due dates by the online portal.
- iv. In case no offer is received, the tender shall be cancelled by the Authority.

5.0 Special Instruction to bidders:

There is no provision to obtain the list of parties who have downloaded the Bid Documents from the websites set out under paragraph 2.0 of this Section I. As such, bidders are requested to regularly check the websites before the scheduled due date for tender opening to ensure that they have not missed out any corrigendum issued against the tender after they have downloaded the Bid Documents.

The responsibility of downloading the corrigendum, if any, will be of the bidder. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the Bid Documents from the above referred websites.

The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. Under any circumstances, the Purchaser shall not be liable to any person for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the online portal, any local problems at the bidder's end or if bids could not be uploaded due to such local problems.



The bidder represents and warrants that the ultimate beneficial ownership of the shareholders of the bidder are not situated or incorporated in any country which shares land border with India, as specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Procurement Laws**”) read with paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. For the purposes of this clause determination of ‘ultimate beneficial ownership’ shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time).

An undertaking in the format given in Annexure I-D for the ultimate beneficial ownership of the bidder shall be submitted, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India.

In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder represents and warrants that it is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. In such an event, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority.



Section II: INSTRUCTION TO BIDDER (ITB)

1.0 General:

Instructions to Bidder (“ITB”) should be read in conjunction with the other parts of the Bid Documents. Although details presented in this ITB have been compiled with all reasonable care, it is the bidder's responsibility to satisfy itself that the information / documents submitted as part of its bid are adequate and that there are no conflict between the stipulations contained in this ITB and other parts of the Bid Documents. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration shall be given for errors and omissions.

2.0 Bidding process on the e-Portal:

2.1 Requirements for participation in e-tenders:

2.1.1 In order to submit the online bid on CIL's e-procurement portal, the bidders should meet the following requirements:

Personal Computer connected with internet (for details, visit home page of CIL's e-procurement portal at, <https://coalindiarenders.nic.in>). It will be the bidder's responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder's premises to access the e-procurement portal. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement portal or internet connectivity failures.

2.1.2 Online Enrollment / Registration with CIL's e-procurement portal (<https://coalindiarenders.nic.in>)

Online enrollment/registration of the bidders on the e-procurement portal is free of cost and one-time activity only. The registration should be in the name of the bidder in its own style and name. It shall be the responsibility of the bidders to ensure that they get registered with the CIL's e-procurement portal well in advance and download the Bid Documents before the scheduled last date and time for the same. In addition, the bidder shall ensure that it has duly authorised a person to submit the Bid Documents on its behalf under his/her digital signatures at the e-procurement portal. Such authorised person must hold a valid Digital Signature Certificate (“DSC”), as set forth in clause 2.1.3 of Section II below.

2.1.3 The DSC (Class II or Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (“CCA”) and which can be traced up to the chain of trust to the root certificate of CCA.

2.2 Help for participating in e-tender

The detailed method for participating in the e-tender is available at the links, “Help for Contractor” and “Bidders Manual Kit”, on the e-procurement portal [<https://coalindiarenders.nic.in>]. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 0120- 4200462, 0120-4001002 and additional mobile nos. +91- 8826246593 and +919903079800. All queries will be answered in English / Hindi only.

2.3 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the Bid Documents from the websites mentioned at clause 2.0 of



Section I (NIT). The bidders are advised to regularly check the websites for corrigendum, if any, from where the Bid Documents have been downloaded.

- 2.4** Bidders should download the complete Bid Documents including the annexures and appendices, and read carefully before filling the details and uploading the requisite documents.
- 2.5** The bidder must upload all the documents required as per the terms of NIT in the respective space / folder provided in the system. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 2.6** The bids are to be submitted online through CIL's e-procurement portal, <https://coalindiatenders.nic.in> as per the guidelines given in Clause 6.0 of ITB (Preparation and Submission of Bid).

3.0 Eligibility Criteria / Minimum qualification requirement (MQR):

3.1 General Requirement:

- a) The bidder shall be an entity which is engaged in the business of providing consultancy services, as relevant to the tender. Any form of Joint venture or consortium is not allowed under this Bid.
- b) The bidder shall be a legal entity registered in India under the relevant legislation. The bidder may also be a branch office of any foreign entity, provided that such foreign entity is registered in the country of its incorporation and has obtained appropriate approvals from the RBI to operate in India.
- c) The ultimate beneficial ownership of the shareholders of the bidder should not belong to any country which shares land border with India (please refer to clause 19.3 of Section II – ITB).
- d) The bidder should not have been blacklisted by any Government or quasi-Government agencies or Public Sector Undertaking (PSU), including CIL and its subsidiaries.
- e) The bidder shall not have any conflict of interest as per NIT.
- f) The bidder, in its name, shall have procured a permanent account number (“PAN”) with the income tax authority in India.
- g) The bidder in its name shall have procured a goods and services tax identification number (“GSTIN”) under the Central Goods and Services Tax Act, 2017..

In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

- a) Name, address & contact details of the bidder as registered and its status.
- b) Registration No. and Year of registration.
- c) Confirmation about blacklisting & conflict of interest of the bidder.
- d) Confirmation about RBI permission in case of a foreign entity (please refer 3.1 (b) above)
- e) PAN & GSTIN of the bidder.

The bidders are required to submit scanned copies of documents in relation to its legal status and general information, as set out under clause 3.7 of Section II.

3.2 Past Work Experience

3.2.1 Minimum Past Work Experience Requirements

The bidder must have successfully completed at least 5 (five) **Similar Assignments** (as defined



hereunder) during the last 7 (seven) years, as on the date of invitation of bids, for any private or Government or PSUs (Indian or foreign) entities, provided that the following requirements are satisfied:

- at least 1 (one) past work experience shall be for any Government or PSU entities in India;
- at least 1 (one) past work experience shall pertain to enhancement/ improvement in performance or efficiency; and
- at least 2 (two) past work experiences shall pertain to digital transformation.

If a single experience satisfies more than one of the above requirements, the same shall also be acceptable, provided that other eligibility criteria such as total number of the **Similar Assignments** are fulfilled.

3.2.2 Additional Work Experience

There shall be weightage for additional past work experiences for each successfully completed **Similar Assignments** (maximum three) during the last 7 (seven) years, as on date of invitation of bids. Furthermore, there shall be weightage for additional past work experiences for each successfully completed **Similar Assignments** with enhancement/improvement in performance or efficiency (maximum two) during the last 7 (seven) years period, as on date of invitation of bids.

“**Similar Assignments**” shall mean consultancy assignments having a minimum consultancy fee of Rs. 5,00,00,000 (Indian Rupees five crores only) or an equivalent amount in foreign currency and pertaining to study & implementation in one or more fields of digital transformation or automation or performance enhancement for any entity having a minimum annual financial turnover of INR 20,00,00,00,000 (Indian Rupees two thousand crores only) or an equivalent amount in foreign currency, during the immediately preceding completed financial year of such entity.

For consultancies provided to the Government entities, the aforementioned requirement of a minimum annual financial turnover is not compulsory. In this regard, it is hereby clarified that PSUs shall not be considered as Government entities.

The value of consultancy fee shall be given a simple weightage to bring them at current price level by adding 5% (five percent) for each completed year (total number of days/365) after the end date of the qualifying experience until the last day of the month immediately preceding the month in which the tender has been invited. For the purpose of calculating the value of consultancy fee of each qualifying experience, the weightage of 5% (five percent) every year will be on simple rate and shall not be compounded on yearly basis.

For the purpose of conversion of amounts in foreign currency into equivalent values in Indian Rupees (“**INR**”), the bidder shall provide the equivalent value of such amounts in United States Dollar (“**USD**”) together with the necessary supporting documents (available in public domain) evidencing the exchange rate considered by the bidder in computation of the equivalent USD values. The Employer (as defined under Section III) shall convert such USD values into INR on the basis of the foreign exchange rate for USD, as on the date of invitation of bid. No additional weightage/escalation will be applicable in foreign currency.

3.2.3 Clarifications on the work experience:



- i) Work experience of the parent entity of the bidder may be considered provided that the parent entity has at least 51% (fifty one percent) ownership or controlling stake in the bidder.
- ii) Work experience of the subsidiary entity of the bidder may also be considered provided that the bidder has at least 51% (fifty one percent) ownership or controlling stake in the subsidiary.
- iii) Work experience of parent's parent entities or subsidiary's subsidiary entities or any associate entity of the bidder shall not be considered.
- iv) Work experiences pertaining to Enterprise resource planning ("ERP") implementation shall be considered as digital transformational projects.
- v) In relation to each qualifying work experience, the bidder shall submit the work orders and satisfactory completion certificates issued by the relevant client. The completion certificate should contain the completion date and reference to the work order. In the event the completion certificate from the client does not contain the reference to work order and/or completion date, a separate certification from the statutory auditor of the bidder may also be considered, provided that the statutory auditor explicitly states the date of completion and the total amount received by the bidder for such qualifying experience, including the final bill settlement (countersigned by chief executive officer ("CEO") or an equivalent officer of the bidder) for such work experience.
- vi) Self-certification of the documents shall not be accepted. Any correspondence of the bidder with its client without the signature of the client, with respect to any past work experience, shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.
- vii) If work order or completion certificate are not very explicit, a separate certification from the client with respect to the relevant qualifying work experience may be considered.
- viii) Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.
- ix) Work order/ completion certificate should be signed by the bidder's client. Work order/ completion certificate received by e-mail should be signed/certified by the client.
- x) Qualifying past work experience of any bidder as a member of any consortium will be considered subject to the bidder having a minimum share of 26% (twenty six percent) in such consortium. The eligible experience, in terms of value of the assignment, shall be limited to the percentage share of the bidder in that consortium. Copy of the memorandum of undertaking/agreement/documents of such consortium containing the percentage share of the bidder shall be submitted.
- xi) The references to the documents submitted as evidence for qualification criteria should be mentioned by the bidder by specifying the relevant page number(s); wrong references to the documents may not be evaluated.

3.2.4 The documentary evidence to this effect would be:



- i) Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing at least the following specific details for each Similar Assignment:
 - Nature & scope of work/services;
 - Specific work value; and
 - Completion date of the work.
- ii) In case experience of any entity (which has been acquired by, or merged with, the bidder) is claimed, supporting documents establishing the relationship between such previous entity and the bidder should be submitted.
- iii) Bidder shall upload a job completion certificate duly signed by its statutory auditor and countersigned by its CEO/an equivalent officer, clearly indicating (with respect to each Similar Assignment) the client's name & address, contact number, date of completion (DD/MM/YYYY) and value of the contract. Such certificate shall contain a confirmation to the effect that the bidder has satisfactorily fulfilled its contractual obligations during last 7 (seven) years as on date of invitation of bids.
- iv) CIL reserves the right to verify completion certificate / self-certification and seek additional documents, information or clarification from the respective bidder.
- v) Reference number & date of the work order and completion certificates for each Similar Assignment.
- vi) Certificate issued by the statutory auditor or a chartered accountant, as applicable, evidencing the financial turnover of the bidder for the 3 (three) financial years (as chosen by the bidder, in accordance with clause 3.3 of this ITB). Such certificate shall be countersigned by the authorised representative of the bidder.
- vii) Name and membership number of the statutory auditor or a chartered accountant, as applicable, issuing the financial turnover certificate to the bidder for 3 (three) financial years (as chosen by the bidder, in accordance with clause 3.3 of Section II).
- viii) Annual financial report of the clients for the immediately preceding completed financial year of such client, in respect of each Similar Assignment.

3.2.5 In respect of the above eligibility criteria, the Bidders are required to furnish the following information online:

- i) Particulars of each of **Similar Assignments** including title of such assignment, name of the client, its financial turnover of the immediately preceding completed financial year of such client, completion date and specific work value.
- ii) Reference number & date of the work order and completion certificates of the assignment.

The bidders are required to submit scanned copies of documents in connection with the work experience of the bidder, as set out under clause 3.7 of Section II.



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3.3 Financial Strength

The bidder must have achieved a minimum average annual financial turnover of Rs. 5,00,00,00,000 (Indian Rupees five hundred crores only) during the any 3 (three) financial years, as chosen by the bidder from the last 4 (four) immediately completed consecutive financial years as on date of invitation of bid.

The documentary evidence to this effect would be:

A declaration with regard to financial strength showing financial turnover during the applicable 3 (three) financial years duly signed by the statutory auditor or a chartered accountant and countersigned by the authorized representative of the bidder.

NOTE:

Financial turnover of the parent or subsidiary or associate entity of the bidder shall not be considered.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

- Financial turnover for the applicable 3 (three) financial years, as chosen by the bidder in accordance with this clause 3.3; and
- Name and membership number of the statutory auditor or a chartered accountant, as applicable, issuing the financial turnover certificate.

The bidders are required to submit scanned copies of documents in connection with the financial turnover, as set out under clause 3.7 of Section II.

3.4 Key Personnel Strength

The bidder must employ the following minimum "key personnel", for at least 2 (two) years or until the completion of the project, whichever is later, with requisite qualification and experience as given in Table below:

| Key Personnel/ Specialist to be engaged | Professional Experience requirement | CIL | Mines | Mines |
|--|---|-----|-----------|-----------|
| | | HQ | Cluster 1 | Cluster 2 |
| Project director | MBA or equivalent with minimum 15 years of relevant professional experience in assignments pertaining to digital technology enabled business transformation and associated with at least seven (07) such successfully completed "similar assignments" | | 1 no. | |
| Team leader | MBA or equivalent with minimum 10 years professional experience in project management and associated with at least five (05) such successfully completed "similar assignments" | - | 1 no. | 1 no. |
| Team member – Mining / production / operations | Mining engineer with minimum 10 years professional experience in relevant fields and having at least ten (10) years of experience in mining operations/production | - | 1 no. | 1 no. |



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| | | | | |
|--|---|---|-------|-------|
| Team member – Finance | CA/ICWA/MBA (Finance) with minimum 10 years professional experience in relevant fields | - | 1 no. | 1 no. |
| Team member – Strategy / PSU expert / Public procurement / Supply chain management / Logistics | MBA or equivalent with 10 years professional expertise in relevant fields | - | 1 no. | 1 no. |
| Team member –IT software & hardware expertise/ Digitalization/ IT Security | Bachelor in engineering with minimum 10 years professional expertise in relevant fields | - | 1 no. | 1 no. |
| Expert in analytics | Certified professional in analytics with 10 years' experience in relevant field | | 1 no. | |

Note:

- a) 'relevant field' means assignments related to field of specialization. CIL may interview these experts.
- b) One person shall be eligible for only one skill set, even though having minimum requisite qualification for more than one skill set.
- c) The bidder must employ the aforementioned "key personnel" on their payrolls as full-time employees, for at least 2 (two) years or until completion of the project, whichever is later. In case of contractual employment, the contract shall be for full-time employment of such personnel at least for a period of 2 (two) years or until completion of the project, whichever is later.

The documentary evidence to this effect would be self-attested curriculum vitae of the key personnel, including details with respect to the similar assignments handled and their role, duly countersigned by the authorized representative of the bidder.

The team deployed in the mine cluster office is required to work from the respective mine cluster. The bidder has the liberty to deploy any number of personnel in mine premises for various tasks as required for implementation of the project. However, at any point of time during the Contract period, a minimum of 2 (two) "key personnel" shall be available in each of the clusters for smooth implementation of the Contract. The "key personnel" shall inter-changeably be available at the Site or CIL's office located at Coal Bhawan, Premises No. 04, AF-III, Action Area 1A, New Town, Rajarhat, Kolkata-7000156.

- d) In case of unavoidable circumstances any key personnel may be substituted with another personnel having equivalent qualification and experience.
- e) Mines Cluster 1 and Mines Cluster 2 – as mentioned in Section IV: Clause 1.3.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

- a) Particulars of key personnel viz. Name, qualification, experience and number of similar assignments completed.

The bidders are required to submit scanned copies of documents in relation to their key personnel, as set out under clause 3.7 of Section II.



3.5 Dip-stick Study, Work Plan and Technical presentation for Performance Enhancement

There shall be weightage for the 'Work Plan' for performance enhancement component of the scope of work. The bidder shall undertake dip-stick study and analysis of the mines clusters, as specified under clause 1.3 of Section IV and shall submit their proposed Work Plan which shall cover strategies for digital transformation as per scope of work along with the bid proposal duly signed by the CEO /equivalent officer or an authorised signatory of the bidding entity. Bidders will be facilitated for visit to these locations of the mines at bidder's own cost. The above study, work plan and presentation shall be referred during appropriate stages of technical evaluation and should contain the following:

- (a) Scheme for digital transformation in accordance with the requirements as given in Section IV;
- (b) Applicability of the proposal to the selected clusters of mines;
- (c) Demonstration of Digital Assets and accelerators which shall be proposed by the bidder to facilitate in realizing suggested value for CIL;
- (d) Assessment of its effectiveness and quantification of accruing benefits towards achievement of performance enhancement from the selected mines;
- (e) Assessment of estimated capital and operation cost in implementation of proposal for digital transformation, training enablement & capacity building for the identified Employer's personnel and estimated expenditure on items other than expenditure on digital transformation; and
- (f) Timelines for various activities envisaged by the bidder within the framework of requirements given in Section IV.

3.5.1 Assurance for Projected Performance Enhancement

The bidder shall make an assessment of the impact of the elaborate strategies envisaged and likely to be adopted for digital transformation in terms of enhancement of coal production over a baseline (**maximum quoted value shall not be more than 100Mt**) as elaborated in Section IV.

Bidder shall not disclose or submit any value of performance enhancement except to be quoted in the price bid. In case it is discovered that value of performance enhancement is disclosed or indicated otherwise than as quoted in its price bid, the bidder is at risk of getting disqualified at the technical evaluation stage.

3.5.2 Familiarization with local condition and collection of information

3.5.2.1 Bidders may familiarize themselves with local conditions, at their own cost and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions, bidders are encouraged to visit the Owner/ cluster area before submitting a proposal and to attend a pre-bid meeting. Attending the pre-bid meeting is optional. Bidders should contact the Client's representative named in the tender to arrange for their visit or to obtain additional information on the pre-bid meeting. Accommodation for maximum of 2 (two) persons of each prospective bidder may be made available on payment basis for a maximum period of 7 (seven) days by CIL or its subsidiaries during such visit to clusters of mines. Bidders should ensure that the relevant officials of CIL or its subsidiaries are advised of the visit well in advance to allow them to make appropriate arrangements.

3.5.2.2 The information collected by the bidders during the above visits, shall be confidential and shall be used for the sole purpose of assessment by the bidders for making the offer on the scope for the tender.



3.5.2.3 Mine Dossier of the selected mines shall be made available to the bidder any time after date of invitation Bid on submission of a non-disclosure agreement in the prescribed format, as set out in Appendix-III.

3.5.3 Technical Presentation

The bidder shall also be required to make a technical presentation (“**Technical Presentation**”) before a Committee constituted for the purpose of evaluation of the Approach, Methodology, Work plan, Strategies, etc. in fulfilling the objectives of the consultancy assignment and projected Performance Enhancement as assured by the bidder. Bidders, as per their expertise and capabilities, shall be required to present the possibilities and benefits ensured for CIL and its subsidiaries by implementing the digital transformation strategy through the bidder. The presentation shall be delivered by the Project Leader.

The Technical Presentation should be coherent and in line with the Work Plan and Dip-stick study report submitted by the bidder along with the bid. The deliberations & commitments made by the bidder during the Technical Presentation shall be recorded in writing, signed & submitted by the duly authorised Project Leader/Director of the bidder. The Technical Presentation along with the Dip-stick study report and Work Plan shall become part of the bidding documents which will be referred during appropriate stages of technical evaluation and the evaluation of deliverables for award and closing of the Contract.

The Dip-stick Study Report, Work Plan, Technical Presentation along with deliberations & commitments shall be considered for evaluation by the Committee which have weightages for the following criteria:

| Sl. No. | Criteria | Weightages |
|---------|--|------------|
| 1 | Understanding of scope of work, deliverables and business context for CIL | 6 |
| 2 | Robustness of work plan, approach & methodology to meet objectives and timeliness of deliverables | 6 |
| 3 | Quality of ideas/innovations/transformation proposed for formulating the strategy and deliberations on implementable ideas for 24 months | 6 |
| 4 | Understanding of coal/energy & mineral mining sector, relevance of projects development especially in context of CIL | 6 |
| 5 | Understanding of the Security needs of networks and integrations required for transforming towards ‘Industry-4/Mining-4’ technologies including governance, organization structures, System Architecture and compliance to Standards | 6 |

In respect of the above eligibility criteria the Bidders are required to furnish the following information online:

- a) Estimated capital expenditure on items other than expenditure on digital transformation; and
- b) Whether Dip-stick Study report and Work Plan has been submitted.



The bidders are required to submit scanned copies of documents in relation to Dip-stick report & Work Plan for digital transformation for performance enhancement, as set out under clause 3.7 of Section II.

3.6 Power of Attorney (PoA)

The bidder shall submit a power of attorney (“PoA”) in accordance with the format given in Annexure-I C. The PoA shall be approved through a board resolution or resolution of the governing body of the bidder duly countersigned by the company secretary or authorized signatory of the bidder, as applicable, authorizing an official of the bidder to issue the PoA in favour of the authorised person to submit the bid on behalf of the bidder. In case of a partnership firm, the PoA shall be executed by the partners or the partner who has been authorized by the partnership deed.

3.7 Submission of Documents

All the bidders are to submit the information in an objective manner confirmed by the uploaded documents. The documents in relation to the information furnished online, (based on which the evaluation shall take place) shall only be considered. If the bidder uploads any other document, it shall be given no cognizance by the Authority.

The scanned copies of following documents to be submitted by the Bidder on-line while submitting bid under Cover-I (Part-I).

| Sl. No | Submission of Documents related to Eligibility Criteria. | Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT) |
|--------|--|--|
| 1 | Legal Status of the bidder | Memorandum & Article of Association with certificate of incorporation containing name of Bidder or equivalent documents showing legal status of the Bidder. |
| 2 | Letter of Bid (“LOB”) | Copy of Bid application and Acceptance of Bid Conditions on Bidders letter head as per format at Annexure I A |
| 3 | General Information | <ul style="list-style-type: none"> a. Undertaking that the Bidder is not blacklisted by Govt. /PSU and does not have conflict of interest in the format at Annexure IV b. RBI permission, in case of a foreign entity operating a branch office in India c. Valid Permanent Account Number (PAN): Copy of PAN card issued by Income Tax department, Govt. of India d. Certificate of GST registration e. Mandate Form for e-payment as per the format given in Annexure-II f. Duly signed and witnessed Pre-contract Integrity Pact, as per the proforma in Annexure III g. Duly signed Non-disclosure agreement, as per the proforma in Appendix III |



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| Sl. No | Submission of Documents related to Eligibility Criteria. | Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT) |
|--------|---|---|
| 4 | Work Experience | Copies of work orders and completion certificates for each qualifying work experience containing the information as furnished by the Bidder online [in the Technical Parameter Sheet (“TPS”)], showing the requisite qualification requirements, issued by the client and other relevant documents including annual financial report of the client of the immediately preceding completed financial year. |
| 5 | Financial Turnover | a. Turnover certificate issued by a statutory auditor /practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by Bidder on-line in the TPS; and b. Name and membership number of the statutory auditor or a chartered accountant, as applicable, issuing the financial turnover certificate. |
| 6 | Key Personnel | Self-attested CVs of the key personnel in the prescribed Format set out in Annexure I E duly countersigned by the authorized representative of Bidder for which the information has been furnished online in the TPS; |
| 7 | Dip-stick study & work plan for performance enhancement | Dip-stick study report and proposed Work Plan of digital transformation for performance enhancement without any value of assurance for performance enhancement , duly signed by the CEO or authorized signatory of the bidding entity. |
| 8 | Power of Attorney | Copy of the documents as per Clause-3.6 |
| 9 | Authorization for Digital Signature Certificate | a) If the Bidder himself is the DSC holder bidding on-line then self-declaration of the Bidder to this effect. OR b) if the DSC holder is bidding online on behalf of the Bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the Bidder. |
| 10 | Undertaking on bidder's letter head in support of the authenticity of submitted information and documents and other commitments | An undertaking is to be given as per the format at Annexure VII of NIT regarding the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. |



| Sl. No | Submission of Documents related to Eligibility Criteria. | Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT) |
|---|---|--|
| 11 | Undertaking on bidder's letterhead in support of the ultimate ownership of the bidder | A declaration, as per format given at Annexure ID, for the ultimate beneficial ownership of the bidder shall be submitted, in terms of the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India ("Indian Procurement Laws") read with paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority, as specified under the Indian Procurement Laws. |
| 12 | Any other document to support the qualification information as submitted by the bidder online | |
| <p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against eligibility criteria may also be attached by the Bidder in the same file to be uploaded against respective eligibility criteria.</p> | | |

4.0 Clarification of Bid Documents:

A prospective bidder may seek clarification on the Bid Documents online. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. The Purchaser's response shall also be put on the CIL's e-procurement portal [<https://coalindiatenders.nic.in>], CPP portal [<https://www.eprocure.gov.in>] and CIL website [<https://www.coalindia.in>] after the date of Pre-Bid meeting as described below and in any event, 7 (seven) days before the scheduled last date for online submission of bid.

5.0 Pre-bid Meeting:

A pre-bid meeting shall be held at CIL's head office located at [Coal Bhawan, Premises No. 04, AF-Iii, Action Area 1A, New Town, Rajarhat, Kolkata-7000156, as per Clause 1 of Section I, Notice for Tender. Those attending the pre-bid meeting on behalf of the bidders shall submit an authorization letter from the respective bidders at the time of the pre-bid meeting.

The bidders are required to submit their queries, if any, online on the e-procurement portal before the pre-bid meeting as per the timeline given in the Time Schedule for tender (Clause 1 of Section I, Notice for Tender). It is hereby clarified that clarifications issued by CIL shall become part of NIT.

A presentation / information sharing session on the functioning and business priorities of CIL will be made during the pre-bid meeting at Corporate Office at Kolkata. Additionally, presentations /



information sharing sessions on the functioning and business priorities of CIL subsidiaries (South Eastern Coalfields Limited (“SECL”) and Northern Coalfields Limited (“NCL”)) may be made at the respective corporate offices located at Bilaspur and Singrauli, or at locations other than the corporate office.

The information collected by the bidders during the above sessions, shall be confidential and shall be used for the sole purpose of the assessment by the bidders for making the offer on the scope for the tender. The sharing of information will facilitate the bidders towards their objective to give relevant and comprehensive presentation that has information pertaining to CIL & its subsidiaries and the eco-system of businesses in which CIL operates. The bidders will be required to enter into a non-disclosure agreement substantially in the format given in Appendix-III.

This non-disclosure agreement substantially in the format given in Appendix-III should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. The copy of the said power of attorney shall be submitted along with the Bid.

Bidders are advised to submit duly signed non-disclosure agreement in order receive detailed APPENDIX IV: Mine Profile & Dossier not later than 7(seven) days prior to closing date of the submission of bid.

Contact person for detailed APPENDIX IV: Mine Profile & Dossier
GM (Mining), PMD/CP, CIL
Phone : 8902029906
Email : gmpm.cil@coalindia.in

6.0 Preparation and Submission of Bid

i. Language of Bid

All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate /work order/ agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

ii. User Portal Agreement

The bidders shall accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

iii. Methodology for online Submission of Bids Submission/ Uploading of Bid



All the bids are to be submitted ONLINE and on the website <https://coalindiatenders.nic.in>. No bid or document shall be accepted offline. TPS and Bill of Quantity (“BOQ”) templates will be available in the portal against every tender. The same may be downloaded, filled with bidder’s input in the assigned cells and uploaded in to the portal without any modification. The supporting documents have to be uploaded in the respective folders provided. No folder shall be left blank. At least one document should be uploaded in each folder:

Bid consists of two parts:

A. Part-I. Techno-Commercial Bid (Cover-I):

The scanned copies of the following documents will be uploaded in relevant folders in the Techno-Commercial Bid (Cover-I) **It should be noted that the Cover-I should not contain the price. Revealing or disclosing the price in any manner in the Techno-Commercial bid shall result in rejection of the bid.**

The following documents shall be uploaded in this section:

a. **Letter of Bid (LOB):** The Letter of Bid (“LOB”) as per the format given at **Annexure-IA** shall be printed on Bidder’s letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the “Authority” / “Power of Attorney” to bind the bidder. Scanned copy of such a “Signed & Stamped with the Seal of the Company” LOB along with “Authority”/ “Power of Attorney” are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per **[Annexure-IB]**) by the person signing the LOB in favour of person bidding online is required to be uploaded.

All the above required documents may be uploaded in folder LOB DOCSs

b. Technical:

Technical Parameter Sheet (TPS):

The Technical Parameter Sheet containing the summarized Technical Specifications/ Parameters in Excel format will be available on CIL’s e-procurement portal. This is to be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column “BIDDER’S VALUE” in TPS.

TPS will also contain a separate sheet named as “Commercial Parameter Sheet” (“CPS”), which will also be filled-in by the bidder before uploading TPS.



The bidder shall upload the TPS to the procurement portal after ensuring that the TPS has become fully compliant.

The following technical documents shall also be uploaded in the portal in respective folders.

- (i) Documents as mentioned in Technical Specifications and TPS. Also, documents required, if any, to establish compliance to standards specified therein.
- (ii) Dip stick Study Report and Work plan
- (iii) Any other Technical documents sought in the RFP.

The above documents are to be uploaded in folder **TECH DOCS**

- (iv) Documents required to establish eligibility of the bidder in terms of Clause 3 of Section II ITB. To be uploaded in folder **MQR DOCS**.

c. Commercial

- i. GST Registration certificate issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder
- ii. Mandate Form for e-payment as per the format given in Annexure-II of this NIT
- iii. Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder
- iv. Duly signed and witnessed Pre-contract Integrity Pact, as per the proforma in Annexure III.
- v. Undertaking on not being banned/delisted by CIL/subsidiaries as per Annexure VI
- vi. All the above Documents to be uploaded in folder **LOB DOCS**.

B. Part-II. Price Bid (Cover-II)- (BOQ):

BOQ Template: The Price bid/ Bill of Quantity (BOQ) in excel format (password protected) will be available on CIL's e-procurement portal. Bidder is required to download this excel file, fill in the details of rates for the offered items **i.e. quantity of assured production enhancement in Mt (value not more than 100 million tonnes for the financial year 2022-23), Consultant success fee rate in Rs. per tonne (value not more than @ INR 20 per tonne inclusive of GST as applicable) and proposed Capital Expenditure on items other than digital transformation in Rs (limited to INR 500 crores inclusive of GST as applicable)** and upload the same file during bid submission. Any incomplete or conditional price bid or price bid which is not submitted as per the instructions given above shall be rejected.

The bidder shall also upload price breakup in Cover II in excel format (compressed in .rar) which as be as under:

- a.** Sheet 1 - detailed list of items proposed by the consultant under Capital Expenditure on items other than digital transformation (with item description, item wise unit rate, quantity, HSN code, rate of GST, Input tax credit)
- b.** Sheet 2 - detailed list of items Proposed under Capital Expenditure on items for digital enablement (with item description, item wise unit rate, quantity, HSN code, rate of GST, Input tax credit) in line with clause 13.0 Provision of capital budget section III of conditions of contract.

The Bidder's quoted price for all services required under the Contract is inclusive of all incidental costs (such as cost of man hours spent in the bidder's and Owner's office / site visit during any discussion etc., all expenses for personnel services, visits, transport charges, cost



of collecting required data etc., and all necessary services, materials, stationery, computer services, typing, printing, photocopying etc. to fulfill the requirement of the scope of work).

The Price bid file shall be digitally signed and uploaded by the bidder in Part-II/Cover-II.

Note: The bidder at his own responsibility, cost, risk, is required to visit and examine the Site /area/ mine/office. The costs of visiting the Site and ascertaining / examining various aspects as per scope of the NIT shall be at the bidders' own expense. It shall be deemed that the bidder has visited the Site/area/mine/office and has got fully acquainted with the working conditions and other prevalent conditions or any other aspects as required in the scope of work while submission of bid/quote.

7.0 Bid Opening:

The Techno-Commercial Bids (Cover-I) will be decrypted on-line and will be opened on the pre-scheduled date and time of tender opening.

Price-Bid (Cover-II) will be opened after evaluation of Cover-I. The Cover-II of only the techno-commercially acceptable bidders (qualified bidders against Cover-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the techno-commercially acceptable bidders through the e-procurement portal.

8.0 Evaluation of the bid

- 8.1 The evaluation will be done as deliberated in NIT. The Bidders are required to comply with requirement as Clause 2 & Clause 3 of ITB.
- 8.2 Bidders are advised that the assessment of qualification of Bidders will be entirely at the discretion of CIL. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by CIL. CIL will not entertain any query or clarification from Bidders who fail to qualify.
- 8.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein or in the TPS, CIL may, in its sole discretion, exclude the relevant information for the purpose of evaluation of the Bidder.
- 8.4 In case there is discrepancy between the declaration made in the Technical Parameter Sheet (TPS) and the relevant document submitted by the Bidder, the particulars mentioned in the documents shall only be considered.
- 8.5 If a Bidder claims credit for any credential, and such claim is determined by CIL as incorrect or erroneous, CIL shall reject such claim and the decision of CIL shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, CIL reserves the right to reject the bid.
- 8.6 Evaluation of Bids shall be done under combined quality-cum-cost based system ("CQCCBS"). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 80% while the Price Bid evaluation shall be allotted the weightage of 20%.

The break-up of the technical marks used for technical bid evaluation is given below:-

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| Sl. No. | Eligibility criteria | Marks allocated | Min. Qualifying marks |
|------------|---|--|-----------------------|
| 1 | Past Work Experience of consultant: (Requirements in accordance with Clause 3.2 of Section II) | 30 | 20 |
| (a) | Minimum work experience requirement | 20 | 20 |
| | <p>The Bidder must have successfully completed at least five (05) “Similar Assignments” during the last seven (07) years period, as on date of invitation of bids, for any Private or Government or Public Sector Undertaking (Indian or Global) entities, provided the following requirements are satisfied:</p> <ul style="list-style-type: none"> • at least one (01) past work experience shall be for any Government or Public Sector Undertaking (PSU) entities in India; • at least one (01) past work experience shall be with enhancement/ improvement in performance or efficiency; and • at least two (02) past work experiences shall be for digital transformation. <p>If a single experience satisfies more than one of the above requirements, the same shall also be acceptable, provided other criteria such as total number of the similar assignments are fulfilled.</p> | (4 marks for each assignment, maximum 5 assignments) | |
| (b) | Additional work experience | 10 | NIL |
| | <p>There shall be weightage for additional past work experiences for each successfully completed “Similar Assignments” (maximum three) during the last seven (07) years period, as on date of invitation of bids.</p> <p>Furthermore, there shall be weightage for additional past work experiences for each successfully completed “similar assignments” with enhancement/improvement in performance/efficiency (maximum two) during the last seven (07) years period, as on date of invitation of bids.</p> | (2 marks for each assignment, maximum 5 assignments) | |
| | <p>“Similar Assignments” shall mean assignments having minimum consultancy fee of INR 5,00,00,000 (Indian Rupees five crores only) or equivalent in foreign currency and pertaining to study & implementation in one or more fields of digital transformation or automation or performance enhancement for any entity having minimum annual financial turnover of INR 20,00,00,00,000 (Indian Rupees two thousand crores only) or an equivalent in foreign exchange during the immediately preceding completed financial year of the entity.</p> | | |
| 2 | Financial strength of the consultant | 10 | 10 |



SECTION II: INSTRUCTION TO BIDDERS (ITB)

Coal India Ltd.

| Sl. No. | Eligibility criteria | Marks allocated | Min. Qualifying marks |
|----------|--|-----------------|-----------------------|
| | The Bidder must have achieved a minimum average annual financial turnover of Rs. 500,00,00,000 (Indian Rupees five hundred crores only) during the any three (03) financial years chosen by the Bidder from the last four (04) immediately completed consecutive financial years as on date of invitation of bids (refer Clause 3.3 of Section II) | | |
| 3 | Key Personnel Strength to be deployed | 10 | 10 |
| | The minimum experience & strength of key personnel should be as per Clause 3.4 of Section II. | | |
| 4 | Dip-stick study & work plan for digital transformation, technical presentation & for performance enhancement | 30 | 20 |
| | The bidder shall submit dip-stick study report and work plan for performance enhancement in accordance with the requirements under Clause 3.5 of Section II. | | |
| | Sub Total (1+2+3+4) | 80 | 60 |

- 8.7 The bidders to “qualify technically” should obtain the minimum qualifying marks against each eligibility criteria as detailed above.
- 8.8 The Price Bid shall be opened only for the bidders who qualify technically. The following methodology shall be adopted for evaluation of quoted price of bidders who qualify in the technical bid evaluation.
- 8.9 The bidders shall quote for Price Bid “Consultancy Success Fee”, which shall be product of quoted value of assurance for performance enhancement in terms of increase in coal production (in Mt, value not more than 100 million tonnes, Mt) for the financial year 2022-23 over the baseline (as elaborated in Section IV) and quoted success fee rate (in INR per tonne, value not more than @ INR 20 per tonne).
- 8.10 Price Bid evaluation, among the ‘technically qualified’ bidders, shall be based on the benefits accruing to CIL and its subsidiaries, which shall be calculated for each ‘technically qualified’ bidder (X) as per formula given hereunder:

$$\text{Benefit}(X) \text{ in Rs.} = [QP(X) * 1000000 * \{500 - QSFR(X)\}] - [0.15 * CE(X)]$$

Where, for any technically qualified Bidder (X)

QP (X) = Quoted assurance for increase in production (in Mt),

QSFR (X) = Quoted Success Fee Rate (in Rs./t) (value not more than @ INR 20 per tonne inclusive of GST as applicable); and

CE (X) = Proposed Capital Expenditure on items other than digital transformation (in Rs) limited to INR 500 crores. (inclusive of GST as applicable)

- 8.11 The maximum benefit accruing to CIL and its subsidiaries due to the Price Bid of any bidder among the ‘technically qualified’ bidders shall be taken as a reference base rate for arriving at the evaluated marks for each of the other ‘technically qualified’ bidders. The evaluated marks for the maximum benefit due to the quoted Price Bid of any technically qualified’ Bidder shall be 20. The evaluated marks of other technically qualified bidders for the accruing benefits shall



be reduced pro-rated to the maximum benefit value. The following example illustrates the proposed methodology:

| Proposal | Accruing Benefit (assumed) | Evaluated marks |
|----------|----------------------------|---------------------------|
| A | INR 12 billion | $20 \times 12/12 = 20.00$ |
| B | INR 10 billion | $20 \times 10/12 = 16.67$ |
| C | INR 08 billion | $20 \times 08/12 = 13.33$ |

*The BOQ and system generated comparative statement shall indicate only the Benefit (x) in Rs as quoted by the bidder in line with clause 8.10 above. The evaluated marks based on accruing benefit as indicated above shall be manual tabulated.

8.12 The total score of the combined evaluation of Technical and Price Bid evaluation shall be equal to evaluated marks of Technical Bid evaluation + evaluated marks of Price Bid evaluation.

Techno-Commercial Evaluation of Tender

- a) Any bid which has not been submitted together with the Bid Securing Declaration shall not be considered for further evaluation.
- b) The MQR documents of the bidders shall be evaluated for confirming the eligibility of the bidder to quote.
- c) Based on the response to TPS templates, the portal will initially evaluate eligible bidders. Subsequently, the bidder's response in TPS will be scrutinized/ verified and evaluated by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.
- d) During evaluation, shortfall/ confirmatory documents, if required, will be sought from the bidders. For this purpose, one chance of 7x24 hours duration shall be given to submit Shortfall Document. If further clarifications/shortfall documents are required, another chance may be given to the bidders through confirmatory link keeping a time frame of 5x24 hours.
- e) Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and compulsory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- f) After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable bidders will be opened in the manner described in Clause 7.0. The Techno-commercial bid that is not meeting the NIT requirement will be rejected by the Purchaser.

Shortfall/ Confirmatory Documents

During evaluation and comparison of bids, the Purchaser may ask the bidder for clarifications on the bids. The request for clarification shall be communicated to the bidder via the e-procurement portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No



post-bid clarification at the initiative of the bidder shall be entertained.

The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These shall be called with the approval of concerned HOD of Technical/ MM departments. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall / Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalised dashboard at least once daily after opening of bid. If further clarifications/shortfall documents are required, another chance will be given through confirmatory link, keeping a time frame of 5x24 hours, for on-line submission of documents.

The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. Owner (as defined under Section III) will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and minimum qualification requirement without deviations, exceptions, objections, conditionality or reservations.

Financial Evaluation of Bid

- a. The bidder shall quote the Quantity of assured production enhancement (not more than 100 Million Tonne) and Consultant Success Fee Rate (not more than Rs.20 per tonne inclusive of GST as applicable) and proposed Capital Expenditure on items other than digital transformation in Rs (limited to INR 500 crores inclusive of GST as applicable). The BOQ sheet will reflect Total bid value with GST and without GST.
- b. The quoted price shall remain firm without any price variation due to escalation.
- c. H1 status shall be determined after considering the Input Tax Credit available to CIL.

Final evaluation of Bids shall be done under combined quality-cum-cost based system (CQCCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 80% while the Price Bid evaluation shall be allotted the weightage of 20% as indicated in clauses 8.6 to 8.12 of this Section -II.

**9.0 Bid Validity**

The bids submitted online shall remain valid for a period of one hundred and twenty (120) days from the last/end date of submission of the bid. In exceptional circumstances, CIL may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail / speed post /fax. A bidder may refuse the request and it will not imply future banning of the bidder. A bidder who accepts the extension of bid validity, will not be permitted to modify its bid.

10.0 Bid Currency

The bidder shall quote all prices in Indian Rupees only. No other currency shall be acceptable.

11.0 Influencing CIL

- Bidder shall contact CIL on any matter relating to its bid only in writing, from the time of the opening of bids to the time the Contract is awarded.
- Any effort by a bidder to influence CIL in CIL's bid evaluation, bid comparison or decisions to award the Contract shall result in rejection of the bidder's bid.

12.0 Award Criteria

The bidder whose total score of the combined evaluation of Technical and Price Bid evaluation is the highest shall be the H1 bidder.

In case, there are more than one bidder having the highest total score, the H1 bidder among such bidders shall be decided in the following manner sequentially till the single H1 bidder is decided.

- i) The bidder quoted the maximum assurance for the increase in production.
- ii) The bidder quoted minimum Consultant Success Fees rate per tonne;
- iii) The bidder quoted minimum Capital Expenditure on items other than digital transformation;
- iv) The bidder who secure maximum marks in 'Past work experience' criteria;
- v) The bidder who secures maximum marks on 'Dip-stick study & work plan for digital transformation, technical presentation for performance enhancement' in technical bid evaluation criteria.

H1 bidder shall be the successful bidder, if the bid is acceptable with respect to Bid Documents and acceptable bid price. CIL shall award the Contract to the successful bidder.

13.0 Signing of the Contract Agreement

The Contract Agreement will be signed in 2 (two) originals on non-judicial stamp paper of appropriate value within 30 (thirty) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CIL. The Contract Agreement shall be executed between the successful bidder (as determined under clause 12.0 above) and the Owner through their respective authorised representatives.

14.0 Owner's Right to Accept / Reject the Bid



CIL reserves the right to accept or reject the bid, and to annul the bid process and reject the bid at any time prior to award of Contract Agreement, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CIL's action.

15.0 Notification of Award:

Prior to the expiration of the period of bid validity/ extended bid validity, CIL will notify the successful bidder electronically on e-procurement portal of CIL which the bidder can download at its personalized dashboard on the portal. Additionally, it shall be communicated in writing by registered/speed post or by fax or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'. The Notification of Award/ Letter of Award shall constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by the Parties.

16.0 Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed online only till the last date and time of submission of the bid and the bidder may modify and resubmit their bid online as many times as it may wish within this period. This resubmission can be done, using 'Rebid' option of the portal.

Bidders may withdraw their bids online using 'Withdrawal' option of the portal, within the last date of bid submission. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, the bidder is advised not to use this option, unless the bidder is certain not to participate in this tendering process again.**

No withdrawal/modification is allowed after the end date and time of bid submission.

17.0 Other Conditions

- a. This Notice Inviting Tender (NIT) shall be deemed to be part of the Contract Agreement to be entered into between the Owner and the successful bidder.
- b. CIL reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and CIL shall bear no liability, whatsoever, consequent upon such a decision. CIL reserves the right to reject any or all the bids without assigning any reasons whatsoever at its sole discretion. Any such action shall not be called into question and the bidders shall have no claim or cause of action in that regard against CIL or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither CIL nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages in relation to the preparation or submission of bids.
- c. Notwithstanding anything stated above, CIL reserves the right to assess the bidder's capability and capacity to perform the scope of work envisaged hereunder satisfactorily, should the circumstances warrant such assessment in the overall interest of CIL.
- d. No conditional bid shall be accepted.
- e. Any addendum/corrigendum/date extension etc. with respect to this tender shall be issued only on the CIL's e-procurement portal <https://coalindiatenders.nic.in>, CPP portal <https://www.eprocure.gov.in> and CIL website <https://www.coalindia.in>. No separate



notification or intimation shall be issued. Bidders are therefore requested to visit the indicated website regularly to keep themselves updated.

- f. CIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bid Documents. Each bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bid Documents are complete in all respects.
- g. While the Bid Documents have been prepared in good faith, neither CIL nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in the Bid Documents shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by CIL, its consultants, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of CIL, its consultants, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise.
- h. Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them in Conditions of Contract (Section III).
- i. Any tampering with the excel files such as TPS, BOQ etc. which are downloaded by the bidder from the CIL e-procurement portal, will be treated as a Fraudulent Practice as defined in Clause 19.1 of ITB and action will be taken as per clause 19.2 of ITB.
- j. DSC holder shall be the authorized signatory of the bidder (as explained in Clause 2.1 of the ITB). Bid has to be submitted in the name of the bidder in its own style and name. Detailed bidding process has been explained in Clause 2 of ITB.
- k. The bidder is required to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT, ITB, Conditions of Contract, Technical Specifications, and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder online in order to become an eligible bidder.
- l. CIL reserves its right to apply the Public Enterprises Purchase Preference Policy as admissible under prevailing policy of GOI.
- m. No sub-contracting of the work as a whole by the successful bidder is permissible. Sub-contracting in specified activities may be undertaken as indicated in Clause 9 of Conditions of Contract (Section III).

18.0 Pre-contract Integrity Pact and Independent External Monitors

The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per prescribed format enclosed as [Annexure III], failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person (duly authorised) on behalf of the bidder.

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

| Sl. | Name of IEM | Address | e-Mail ID | Mobile No. |
|-----|-------------|---------|-----------|------------|
| | | | | |



| | | | | |
|---|--------------------|--|--------------------------|----------------------------|
| 1 | Shri Anil Kaushal, | A-1/245, GF, Janakpuri, Delhi- 110058 | kaushal.anil17@gmail.com | 8800028118 / 9868128118 |
| 2 | Shri Sudhir Kumar | B-128, Triveni SFS, Sheikh Sarai-1, Delhi 110017 | stomar2@gmail.com | 09871054454 |

In case of any grievance, bidders may approach the IEMs.

19.0 Prevention of Fraud and Corruption

19.1 It is CIL's policy to ensure that CIL as well as bidder should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the tendering process or during execution of the Contract.

- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the tendering process or to otherwise influence the tendering process or contract execution.
- ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in the tender process or to secure a contract or in execution of the contract.
- iii. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process or affect the execution of a contract.
- iv. "Conflict of interest" means if the bidder or their personnel have relationships or financial or business transactions with any official of CIL who are directly or indirectly related to the tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from CIL with an intent to gain unfair advantage in the tendering process or for personal gain.
- v. "Obstructive practice" means to materially impede CIL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CIL's rights of audit or access to information.

Anything not specifically mentioned here or anywhere in the Bidding Documents, shall be dealt as per relevant law of the land.

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tendering process. Notwithstanding anything to the contrary contained in the Bidding Documents, CIL may annul the tendering process without being liable in any manner whatsoever to the bidders, if it determines at any time that the bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Collusive Practice, Coercive Practice, Conflict of Interest or Obstructive Practice (collectively the "Prohibited Practices") in the tendering process.

- i. CIL will reject a bid/proposal for award if it determines at any time that the bidder recommended for award was engaged in any Prohibited Practice as detailed under Clause no 20.1 of ITB during the selection process and/or execution of the Contract.



- ii. Without prejudice to the rights of CIL under the Clause No 20.2(i) and (ii) and the rights and remedies which CIL may have under the Letter of Award or the Contract, if the bidder is found by CIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the tendering process, or after the issue of the Letter of Award or the execution of the Contract Agreement, the bidder shall not be eligible to participate in any tender issued by CIL or its subsidiaries for specified period as per the relevant policies of CIL.

19.2 Conflict of Interest

The bidder represents and warrants that it is not aware of any conflict of interest with respect to the Contract. Without limiting the foregoing, the bidder represents specifically that neither the bidder nor the its personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of the Owner or such employees' dependents or its (bidder's) personnel in obtaining the Contract or performing its terms and conditions. The bidder shall use all reasonable efforts to prevent its personnel from engaging in activities known to be contrary or detrimental to the best interests of the Owner.

The provisions with respect to "Conflict of Interest" as contained in the Manual for Procurement of Consultancy and Other Services, 2017 issued by the Department of Expenditure, Ministry of Finance, Government (as amended and available at the website of the Department of Expenditure, Ministry of Finance, Government of India) shall apply to this tender as applicable.

19.3 Beneficial ownership of the bidder

The bidder represents and warrants that the ultimate beneficial ownership of the shareholders of the bidder do not belong to any country which shares land border with India, as specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India ("**Indian Procurement Laws**") read paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. For the purposes of this clause determination of ultimate 'beneficial ownership' shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time).

An undertaking in the format given in Annexure I-D for the ultimate beneficial ownership of the bidder shall be submitted, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India (as amended from time to time).

In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder represents and warrants that it is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. In such an event, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority.

In addition, the bidder shall: (a) disclose its ultimate beneficial ownership, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, as amended; and (b) ensure that the beneficial owner(s) of the bidder do not



belong to any country which shares a land border with India. For the purposes of this sub-clause determination of 'beneficial owner' shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended).

20.0 Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CIL that CIL will enter into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CIL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that CIL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the Bid Documents or the Contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Bid Documents and/or the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under any Bid Document and/or the Contract.



Section III: CONDITIONS OF CONTRACT (CC)

1.0 Definition of Terms:

In the Contract, the following terms shall be interpreted as indicated below:

1.1 Contract elements

- i. **“Request for Proposal (RFP)” / “Bid Document”** means the request to submit the proposals from the bidders, comprising of the following: (a) Section I- Notice for Tender (NIT); (b) Section-II- Instructions to Bidders (ITB); (c) Section-III- Conditions of Contract (CC); (d) Section-IV- Technical Specifications (TS); (e) Section V- Annexures and Appendices; and (f) Any amendments / corrigendum / clarifications to the Bid Documents.
- ii. **“Proposal” / “Tender” / “Bid”** shall refer to the bid or proposal submitted by the bidder pursuant to the Bidding Documents and shall be construed as proposal as per Indian Contract Act 1872.
- iii. **“Contract”** means the Contract Agreement and the Contract Documents, together with any amendments and clarifications issued from time to time, provided that until the Contract Agreement is signed between the Owner and the Contractor/Service Provider, the LOA together with the Contract Documents, shall constitute the Contract.
- iv. **“CC”** means the Conditions of Contract set out under Section III.
- v. **“Contract Documents”** means the documents specified in CC Clause No 3.
- vi. **“Contract Agreement”** means the agreement to be entered into between Owner and the Contractor/Service Provider using the format of Contract Agreement contained in the Bid Documents. The date of the Contract Agreement shall be recorded in the signed form.
- vii. **“Contract Price” or “Contract Value”** means the quoted price, i.e. **Consultant Success Fee, Consultant Fee and capital expenditure on digital enablement**, plus applicable goods and services tax (GST), payable to the Contractor/Service Provider, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the quoted success fee rate and performance enhancement as accepted by the Owner, with or without any alteration, as the case may be.
- viii. **“Notification of Award” / “Letter of Award (LOA)”** means the official notice issued by the Owner notifying the Contractor/Service Provider that its bid has been accepted.
- ix. **“Pre-contract Integrity Pact”** means the agreement, in the format provided in Annexure III, to be submitted by a bidder at the time of submitting its bid in the manner set out in the Bid Documents. Non-submission or submission of an invalid Pre-Contract Integrity Pact will lead to rejection of the bid.

1.2 Entities

- i. **“Owner” / “Employer” / “Purchaser” / “Company” / “Department” / “Authority”** means Coal India Limited (CIL) and subsidiaries of CIL (NCL and SECL) and shall include their respective successors and assigns.
- ii. **“Contractor” / “Service Provider” / “Consultant”** means the bidder whose bid has been accepted by the Owner for the award of Contract and shall include such successful bidder's successors and permitted assigns.
- iii. **“Representative of Contractor” / “Representative of Service Provider”** means the person nominated by the Contractor / Service Provider and approved by the Owner to perform the duties delegated by the Contractor / Service Provider.
- iv.



- v. **“Parties”** means the Owner and the Contractor/ Service Provider collectively and **“Party”** shall mean any of them individually.
- vi. **“Project Manager”** means the person/s appointed by the Contractor/ Service Provider to manage activities relating to Contract.
- vii. **“Nodal Officer”** means senior level officers appointed by the Owner to act as its authorised representative for the company and each cluster. The Nodal Officer shall be responsible for supervising and administering the Contract, certifying payment due to the Contractor, valuing variations to the agreement, awarding extension of time and valuing compensation events. For the above purposes, Director (Technical), CIL shall appoint a senior officer at CIL to act as Nodal Officer for CIL, while Director (Technical/Operations) of SECL & NCL shall be the Nodal Officers for the respective CIL subsidiary. Director (Technical/Operations) of SECL & NCL may further appoint a senior officer as their representative and authorize them to act as Nodal Officer on their behalf.

1.3 Subject

- i. **“Service(s)” / “Work(s)”/ “Assignment” / “Job”** means all technical, logistics, management and any other services to be provided by the Service Provider under the Contract for **digital transformation for enhancement of performance in selected mines of CIL.**
- ii. **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text in hard / soft copies) and on any medium, and hardware provided to the Owner under the Contract.
- iii. **“Intellectual Property Rights”** means any and all copyright, trademark and trademark applications, patents and patent applications, designs, works of authorship, inventions, invention registrations, service marks and service mark applications, trade dress, logos, domain names, trade names and corporate names, computer software, trade secrets and technical know-how and similar or other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future and whether or not registered, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

1.4 Activities

- i. **“Delivery”** means the delivery or provision of Services by the Service Provider/Contractor to the Owner.

1.5 Place and time

- i. **“Day”** means calendar day of the Gregorian calendar.
- ii. **“Week”** means continuous period of seven (7) days.
- iii. **“Month”** means calendar month of the Gregorian calendar.
- iv. **“Year”** means a period of twelve (12) consecutive months.
- v. **“Contract Period”** is the time period, in days, during which the Contract governs the relations and obligations of the Owner and the Service Provider in relation to the Contract.



- vi. **“Site”** means the office, land and other places upon which the Services are to be supplied and/or installed, and such other office, land or places as may be specified by the Owner in the Contract as forming part of the Site.

2.0 General:

- 2.1 The Conditions of Contract (CC) shall be read in conjunction with the Contract Documents and any other document forming part of the Contract, wherever the context so requires and shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2 The language of the Bid/ offer, drawings & all correspondences between the Owner and the Contractor/Service Provider shall be in ‘English’ only. However, any printed literature furnished by the Contractor/Service Provider may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern. The Contractor/Service Provider shall bear the costs and risks of such translation.
- 2.3 Words importing singular shall include plural and vice versa. The headings in the CC are for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.4 Words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- 2.5 Unless the context otherwise requires, all references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, governmental authority, association of persons, body corporate or partnership (wherever constituted/incorporated or whether or not having separate legal personality) of two or more of the above and shall include the successors and assigns.
- 2.6 Time shall be the essence in the performance of the Parties' respective obligations under the Contract. If any time period specified herein is extended, such extended time shall also be the essence of the Contract.
- 2.7 The rule of interpretation which requires that an agreement be interpreted against the person drafting it shall have no application in the case of the Contract.
- 2.8 Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them under the other Bidding Documents and any other document forming part of the Contract.
- 2.9 References from or to any date mean, unless otherwise specified, from and including and to but excluding, respectively.
- 2.10 References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with its terms.
- 2.11 References to a statute or statutory provision includes a reference to: (i) the statute or the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of the relevant document forming part of the Contract); and (ii) any and all subordinate legislation made under the statutory provision (whether before or after the date of the relevant document forming part of the Contract).

3.0 Contract Documents:

The term Contract Documents shall mean and include the following which shall essentially form an integral part of the Contract:

- i. Notification of Award / Letter of Award issued by Employer/Owner and duly accepted by the Service Provider;



- ii. Section- I; Notice inviting tender (NIT) including subsequent corrigendum/amendments/ clarifications, if any;
- iii. Section-II; Instructions to Bidders (ITB) including subsequent/corrigendum/amendments/ clarifications, if any;
- iv. Section-III; Conditions of Contract (CC) including subsequent corrigendum/amendments/ clarifications, if any;
- v. Section-IV; Technical Specification (TS) including subsequent corrigendum/amendments/ clarifications, if any;
- vi. Letter of Bid along with Appendices / Annexure(s)/ Attachments, work plan, technical presentation, etc.;
- vii. The Contract Agreement;
- viii. User Portal Agreement; and
- ix. Integrity Pact.

- 3.1 In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.
- 3.2 Format of Contract Agreement is enclosed as Appendix II.

4.0 Use of Contract Documents and Information:

- 4.1 The Service Provider shall not, without the Owner’s prior written consent, disclose, reveal, publish, copy or otherwise provide/share the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person, other than a person employed by the Service Provider solely for the purpose of the performance of the Contract by the Service Provider. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance. In addition, the Service Provider shall ensure that disclosure to such employed persons (a) have a need to know and (b) are bound in writing to protect the confidentiality of such proprietary information.
- 4.2 The Service Provider shall not, without the Owner’s prior written consent, make use of any document or information enumerated in the Contract except for purposes of performing the Contract.

5.0 Notices:

- 5.1 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail and confirmed in writing to the other Party's address specified in the Contract Documents. The address and email (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement are identified with its name below;

| <u>Contractor</u> | <u>Owner</u> <u>(Director Tech P&P of concerned subsidiary)</u> |
|--------------------------|--|
| Attention: | Attention: |
| Designation: | Designation: |
| Address: | Address: |
| Email: | Email: |
| Contact number: | Contact number: |
| Facsimile number: | Facsimile number: |



- 5.2 Either Party may substitute or change such address, email address, department or officer by giving a prior written notice of such change of not less than 10 (ten) days.
- 5.2 A notice shall be effective when delivered or on the effective date as may be indicated in the notice, whichever is later.

6.0 Contract Performance Guarantee/ Security Deposit:

6.1 "Contract Performance Guarantee"/ "Security Deposit"

6.1.1 The Contractor shall submit with CIL a contract performance guarantee ("**Contract Performance Guarantee**") for an amount equivalent to 3% (three percent) of the Contract Value, within twenty-one (21) days of issue of LOA. The Contract Performance Guarantee shall be submitted in either one of the following modes:

- (a) Bank guarantee: The Contract Performance Guarantee may be in the form of an irrevocable, unconditional, payable on first demand performance bank guarantee from (i) any Scheduled Bank (as included in the Second Schedule of the Reserve Bank of India Act, 1934) acceptable to the Owner. If such bank guarantee is issued by an outstation branch of the relevant Scheduled Bank, the Contractor shall ensure that the Contract Performance Guarantee shall be operative at their local branch in Kolkata. In this regard, the bank guarantee shall contain complete postal address, telephone number, fax number and email address of both the outstation branch issuing the bank guarantee as well as its local operating branch; OR (ii) a foreign bank located in India and acceptable to the Owner. The performance bank guarantee provided by the Contractor shall be in the format enclosed as Appendix I and shall comply with the additional conditions stipulated under this clause 6 of the CC.

Or

- (b) NEFT/RTGS/Demand Draft drawn in favour of **Coal India Limited** payable in Kolkata.

For avoidance of doubt, it is hereby clarified that CIL shall not be liable to pay any interest on the Contract Performance Guarantee so deposited by the Contractor.

6.1.2. Failure of the Contractor/Service Provider to comply with the requirements as above shall constitute sufficient ground for cancellation of the LOA.

6.2 While offering bank guarantee as the Contract Performance Guarantee, the Contractor/Service Provider shall ensure that the said bank guarantee remains valid for at least thirty (30) months from the date of LOA and shall be released/ renewed (for such further period), as may be required by the Owner. In addition, the bank guarantee shall remain in force until all the dues of the Owner (if any) are fully satisfied and the Owner certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

6.3 The Owner shall, without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to deduct/appropriate/encash from the Contract Performance Guarantee such sums as are due and payable by the Contractor/Service Provider to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee shall have to be restored by Contractor/Service Provider within thirty (30) days of such deduction/ appropriation by the Owner, failing which the Owner shall be entitled to terminate the Contract.



- 6.4 The Contract Performance Guarantee provided in the form of bank guarantee issued by the bank on behalf of the Contractor/Service Provider shall be in favour of “Coal India Limited” in paper form as well as issued under “Structured Financial Messaging System (“**SFMS Platform**”)”. The issuing bank shall send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the bank guarantee advised through CIL’s receiving bank. In addition, the issuing bank should mention “CIL0066312” in field no. “7037” of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS.

The details of beneficiary for issue of the bank guarantee towards Contract Performance Guarantee under SFMS Platform is furnished below:

Name of Bank: ICICI Bank
Branch Name: Rasoi Court
IFSC Code: ICIC0000006
Account No.: 000651000038
Customer ID: 066312

The Owner shall be entitled to encash the bank guarantee submitted by the Contractor/Service Provider as the Contract Performance Guarantee, in the currency of such bank guarantee, in the event of the Contractor’s failure to complete the obligations under the Contract. A determination of such failure on the part of the Contract shall be made by the Owner, in accordance with the Contract.

- 6.5 Work shall commence only after submission of Contract Performance Guarantee.
- 6.6 The “**Contract Performance Guarantee**” shall be refunded/returned on successful completion of the project. For this purpose, the “successful completion of the project” shall be achievement of all milestones, activities & deliverables of digital transformation, in accordance with scope of services (Section IV):
- (i) as defined in the NIT;
 - (ii) as envisaged by the Contractor in their Work Plan, Technical Presentation including additional commitments, if any; and
 - (iii) achievement of minimum of one-third of the committed assurance of performance enhancement from the clusters of selected mines of CIL.

Provided that in case the Contractor is unable to successfully complete the project due to Force Majeure (as defined under clause 22 of the CC) or default of the Owner/Company, the Contract Performance Guarantee shall be refunded/returned by the Owner.

7.0 Applicable Law and Jurisdiction:

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and, subject to Clause 8 of the CC herein below, the Parties hereby agree to submit to the jurisdiction of the courts in Kolkata only.

8.0 Settlement of Disputes:

- 8.1 It is incumbent upon the Contractor/Service Provider to avoid litigation and disputes during the course of execution of the Contract. However, if any dispute(s), difference(s), claim(s) or question(s)



arise out of or in connection with or relating to the Contract (except as to any matter the decision of which is specially provided for by the Contract) ("**Dispute**") between the Contractor/Service Provider and the Owner, to the extent possible, effort shall be made in the first instance to resolve such Dispute amicably between the Parties. In this regard, if the Dispute is raised by the Contractor, it shall make a request in writing to the Owner for settlement of such Dispute within 30 (thirty) days of arising of the cause of such Dispute, failing which no Dispute of the Contractor shall be entertained by the Owner.

8.2 In case such Dispute remains unresolved pursuant to the actions undertaken under clause 8.1 of the CC herein above, the said Dispute shall be resolved in the following manner:

(a) In case of dispute arising in relation to the commercial contracts with central public sector enterprises ("**CPSEs**")/ Government departments (excluding disputes concerning taxation) shall be taken up by either Party for its resolution through the mechanism as detailed under office memorandum no. DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22 May 2018 read with the office memorandum no. DPE GM No. 05/0003/2019-FTS-10937 issued by the Department of Public Enterprises, Govt. of India, on Administrative Mechanism for Resolution of CPSEs Disputes ("**AMRCD**").

(b) In case of any other Dispute not covered in sub-clause (a) above, the resolution of such Dispute shall be submitted to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("**Indian Arbitration Act**"). Such arbitration mechanism shall be in the manner set out below:

(i) There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the 2 (two) arbitrators, the appointment shall be made in accordance with the Indian Arbitration Act.

(ii) In the event any of the arbitrator(s), so appointed pursuant to clause 8.2(b)(i), dies or neglects or refuses to act or resigns or is unable to act for any reason, such arbitrator shall be replaced with another arbitrator, who shall be appointed by the concerned party in accordance with clause 8.2(b)(i).

(iii) The arbitral tribunal shall make a reasoned award (the "**Arbitration Award**"). Any Arbitration Award made in any arbitration held pursuant to this clause 8(b) shall be final and binding on the Parties as from the date it is made, and the Parties agree and undertake to carry out such Arbitration Award without delay.

(iv) The Parties agree that an Arbitration Award may be enforced against the other Party, as the case may be, and their respective assets wherever situated.

d. Notwithstanding any disagreement, Dispute, protest, or proceedings arising directly or indirectly out of the Contract, the Contractor/Service Provider shall at all times perform the Services in accordance with the Contract and shall not suspend performance of the Services on account of such disagreement, Dispute, protest or proceedings.

9.0 Subcontracting:



Subcontracting is generally discouraged, and the Owner expects the Contractor to execute the entire project with its own resources. Accordingly, the Contractor shall not, as a whole, subcontract its rights or obligations under the Contract in relation to any work. However, with prior written permission of the Owner, the Contractor may sub-contract the work and/or services for digitization or digital enablement **only**. The capital expenditure incurred by the subcontractor shall also be subject to the maximum provision/budget for meeting the capital expenditure on digital enablement, as prescribed under Clause 13.0 of CC, across all 7 selected mines. For avoidance of doubt, it is hereby clarified that any subcontracting, as provided under this clause 9 of CC, shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. In addition, the Owner shall not be responsible towards the subcontractor, in any manner whatsoever.

The Contractor shall ensure that such subcontracting of the digitization services (with prior written approval of the Owner) is not made to an entity or person which is incorporated, established or registered in any country which shares a land border with India or whose beneficial owner is situated in such a country or who otherwise does not comply with all the rules and regulations prescribed by the Government of India in this regard, including but not limited to General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

10.0 Activities and Milestones:

| Sl. No. | Major Milestone Activities | Activity Completion Time |
|---------|---|---|
| 1. | Issuance of LOA | T (Zero Date) |
| 2. | <p>Detailed Study/ Analysis and submission of Draft Report on Implementation Roadmap</p> <p>Report laying out the overall implementation approach and roadmap to achieve the target state</p> <ul style="list-style-type: none"> Report should include the overall implementation plan and scale-up approach for identified mines of CIL/ subsidiaries. Report should include a detailed implementation plan for the mines chosen Report should detail the methodology to track the progress of the project adequately for each stage Report should define a mechanism with specific KPIs and metrics to track value realization from each initiative in a transparent way Report should also include the roles of various stakeholders / teams at each stage of the project / different initiatives Finally, report should clearly lay out the governance structure for the implementation phase and also co-ordination mechanism to co-ordinate between various stakeholders / teams Submission of a draft report on the proposed roadmap for digital transformation in the cluster of mines containing details of suggested procurement plan for goods and services required for transformation. | <p>T (Zero Date)</p> <p>To</p> <p>T + Three (03) months</p> |
| 3. | Presentation, Discussions and Acceptance of Digital Transformation Roadmap | T + Three (03) months |



| | | |
|----|---|---|
| | <ul style="list-style-type: none"> Presentation of Proposed roadmap and discussions at CIL & Subsidiaries (SECL & NCL) Acceptance of the report by CIL, in consultation with Subsidiaries (SECL & NCL). Submission of Final Report on Digital Transformation Roadmap | <u>To</u> <u>T + Four (04) months</u> |
| 4. | Digital implementation The monthly progress report shall provide a status on the overall initiatives across the chosen units where digital transformation is happening <ul style="list-style-type: none"> Monthly report should have design / execution / deployment progress on various digital initiatives against the planned roadmap It should highlight notable achievements with specific KPIs and metrics in a transparent way which informs CIL of the value realized from the initiatives It should highlight specific risks/Constraints for the project and suggest mitigation strategies It should also highlight any deviations from the roadmap and propose any adjustments to the digital strategy roadmap that may be needed | T (Zero Date) To T + Twelve (12) Months [Till 31 st March, 2022] |
| 5. | Managing Digital Transformation for Assurance of Performance Enhancement for its Achievement | Twelve (12) Months from 1 st April 2022 to 31 st March 2023 |
| 6. | Project completion report and next phase plan The report should highlight the key accomplishments from this Phase and propose the digital initiatives for the next phase of work <ul style="list-style-type: none"> Completion report should have overall summary from this phase including status against the initial planned roadmap and key accomplishments against the planned targets Report should also layout the KPIs and tracking mechanism to ensure sustainability of the various implemented initiatives Finally, report should lay out the path forward for CIL and roadmap for next 12 months with aim of becoming a world-class digitally enabled company. Acceptance of the report by CIL in consultation with Subsidiary. | By 31 st May, 2023 |

After detailed study/ analysis and during preparation of Report on Implementation of Digital Transformation Roadmap, the Consultant shall be allowed to vary of the items as well as value of **the items from that provided in Dip-stick study report submitted with the Bid by maximum 10% (ten percent), provided that the total capital expenditure on digital enablement shall not exceed Rs. 70,00,00,000 (Indian Rupees seventy crores only) inclusive of GST as applicable as mentioned in Clause 13.0 hereof.**

11.0 Terms & Conditions of Payment:

11.1 Payment

The Consultant is entitled for ten (10) percent of the Consultant Success Fee (as quoted in Price bid) as consultancy fee (the “**Consultancy Fee**”), subject to successful completion of “Digital Transformation” in all 07 selected mines (as set out in Section IV).



Further payment to Consultant will be made on the basis of Consultant Success Fee rate as quoted by Contractor in its Bid and agreed by Owner/Company. **Consultant Success Fee** will be calculated and paid to the Consultant on achievement of actual performance enhancement in accordance with the provisions set out in Clause 12.0 hereof.

11.2 Payment terms:

Payment will be made within twenty-one (21) days of the submission of specified documents against each milestone completion, as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating the basic price and applicable GST), subject to the veracity of the bill/invoice submitted by the Contractor. The Owner shall be entitled to seek all details and supporting documents from the Contractor, as will be reasonably sufficient for the Owner to determine the accuracy of the bills/invoices raised by the Contractor.

The Owner may ask the Contractor to raise its invoices in the name of specific subsidiaries depending on the deliverables to such subsidiary. In such a case, payment will be released by the respective subsidiary.

Milestones:

Payments shall be released on completion of milestone / activities (as applicable) as given in Table below. This schedule may be read in conjunction with the Payment schedule given in Annexure VI. Activities mentioned in the columns 'Milestone' and 'Documents for completion of Milestone' correspond to the activities indicated in this schedule. Irrespective of the rescheduling of the activities, payments will be made on completion of the activities mentioned in the specified milestone.

| Sr. No. | Description of Task | Milestone (s) | Documents for completion of Milestone | Expected completion Month |
|---------|--|---|---|---------------------------|
| 1 | Phase 1 – Implementation Roadmap Report (Draft Report) – Quarter 1 | Submission of the Draft Report laying out the structural roadmap, requirements of the project and laying out the overall implementation approach and roadmap to achieve the target. | Detailed report submitted by the consultant with acceptance report duly signed by the authorised representative of CIL and/or concerned subsidiary. | T + Three (03) months |
| 2 | Phase 2 - Digital implementation - Quarter 2 | Submission and acceptance of Report. Deployment of "key personnel" on their payrolls as full-time employees, for at least two years, with requisite qualification and experience. Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and | Acceptance report duly signed by the authorised representative at CIL, in consultation with subsidiary | T + Six (06) months |



| Sr. No. | Description of Task | Milestone (s) | Documents for completion of Milestone | Expected completion Month |
|---------|--|---|---|--|
| | | certified by the Project Leader of the Bidder | | |
| 3 | Phase 2 - Digital implementation - Quarter 3 | Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder | Acceptance report duly signed by the authorised representative at CIL, in consultation with subsidiary | T + Nine (09) months |
| 4 | Phase 2 - Digital implementation - Quarter 4 | Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder | Acceptance report duly signed by the authorised representative at CIL, in consultation with subsidiary | T + Twelve (12) months |
| 5 | Phase 3 – Managing Performance Enhancement through Digital transformation - First Half-yearly performance | Starting fully functional digital project monitoring and management control room (war room) to ensure effective co-ordination and prioritization of activities on daily basis as per scope provided in the NIT. (1 control room at CIL & 1 control room at each subsidiary& Cluster). | Task completion report duly signed and certified by the authorised representative of the concerned subsidiary/ CIL. | 1 st April 2022 to 30 th September, 2022 |
| 6 | Phase 3 – Managing Performance Enhancement through Digital transformation - Second Half-yearly performance | Continue fully functional digital project monitoring and management control room (war room) to ensure effective co-ordination and prioritization of activities on daily basis as per scope provided in the NIT. (1 control room at CIL & 1 control room at each subsidiary& Cluster). | Task completion report duly signed and certified by the authorised representative of the concerned subsidiary/ CIL. | 1 st October 2022 to 31 st March, 2023 |
| 7 | Project completion report and next phase plan | Final report as per scope indicated in the NIT | Final report duly signed and accepted by the authorised representative of the concerned subsidiary | By 31 st May 2023 |

T= Date of issuance of LOA.

Note: For milestones, payment will become due for a subsidiary once the specified activities relating to the milestone for the specific subsidiary have been completed. While the total payable amount has been specified, payment pertaining to each subsidiary will be calculated on mine-wise pro-rata basis with equal weightage to each mine.

11.3 Paying authority: General Manager (Finance) of the relevant subsidiary.

Payment of Consultancy Fee shall be made on mine wise pro-rata basis with equal weightage to each mine. Payment for Consultant Success Fee shall be made on mine-wise / cluster-wise basis as per the achieved production enhancement. However, for avoidance of doubt, it is clarified that a final



adjustment of the Consultant Success Fee shall be made considering the overall production enhancement of all selected mines.

11.4 All payments shall be made by the Owner and/or the relevant subsidiary to the Contractor/Service Provider as per payment terms and only after signing of Contract Agreement and submission of following documents:

- i) Letter of Award (LOA) duly accepted by Contractor/Service Provider,
- ii) Contract Performance Guarantee (CPG) as per Clause No 6.0 above,
- iii) Any other document as specified in the LOA/Contract, and
- iv) Any documents, as prescribed under the relevant law (such as the Central Goods and Services Tax Act, 2017), as may be required by the Owner and/or subsidiary(ies) for availing input tax credit.

In general, payment will be made within twenty-one (21) days of the submission of specified documents as per payment schedule, along with three (3) copies of the tax invoices (separately indicating the basic price and applicable GST), subject to the veracity of the bill/invoice submitted by the Contractor. The Owner shall be entitled to seek all details and supporting documents from the Contractor, as will be reasonably sufficient for the Owner to determine the accuracy of the bills/invoices raised by the Contractor.

11.5 The bills shall be raised at the end of each phase which will be paid within 21 (twenty-one) days after receipt and acceptance of the same. During the period of contract, no interest is payable on any amount whatsoever to Contractor/Service Provider.

11.6 The Owner/Company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of Dispute, if any, of the Contractor/Service Provider exceeds the amount of such overpayment and irrespective of the facts whether such Dispute of the Contractor/Service Provider is the subject matter of the relevant proceedings for dispute resolution or not.

The amount of such overpayments may be recovered by the Owner in either of the following manner: (a) recovery from the subsequent bills under the Contract, failing which from Contractor/Service Provider's claim under any other contract with the Company; or (b) from the Contractor/Service Provider's Contract Performance Guarantee; or (c) payment by the Contractor/Service Provider of such amount of overpayment on demand. For this purpose, the Owner shall provide a written intimation to the Contractor of such overpaid amount, mode of recovery sought to be invoked by the Owner and the time period within which such recovery may be completed.

11.7 Amount payable/ recoverable for any subsequent change in the tax component on service contract will be made to/from the Contractor/Service Provider after departmental verification of such changes of tax laws issued by statutory authority.

11.8 e-Payment

The Owner shall make all the payments under the Contract/Services to the Contractor/Service Provider through e-payment system. The Contractor/Service Provider shall open an account with banks having Core Banking Facility (CBS Branch) and fill in enclosed ELECTRONIC FUND TRANSFER (EFT) FORM set out at Annexure II.

**12.0 Payment of Consultant success fee with Deduction and Bonus Provision**

- (i) Consultant Success Fee shall be payable only after achieving more than one-third of the quoted assurance of performance enhancement. In case the Consultant is unable to achieve minimum one-third of the quoted assurance of performance enhancement from the clusters of selected mines of CIL, no Consultant Success Fee shall be payable to the Consultant.
- (ii) If the Consultant achieves more than one-third of the quoted assurance of performance enhancement but less than the quoted assurance of performance enhancement from the clusters of selected mines of CIL, an amount shall be deducted from the Consultant Success fee (product of actual performance enhancement in tonne and quoted rate of Consultant Success Fee in Rs. per tonne). The rate of deduction shall be half of the quoted rate of Consultant Success Fee and the deduction shall be applicable on the shortfall quantity from the quoted quantity of assurance of performance enhancement.
- (iii) If the Consultant achieves more than the quoted assurance of performance enhancement from the clusters of selected mines of CIL, bonus shall be payable on the excess quantity over the quoted assurance of performance enhancement quantity and the bonus rate shall be 25% (twenty five percent) of the quoted Consultant Success fee rate.
- (iv) It is hereby clarified that actual performance enhancement shall be the cumulative enhancement of all individual mines under consideration including considering the reduction in production, if any.

Liquidated damages as per clause 19.0 of CC shall be applicable.

13.0 PROVISION OF CAPITAL BUDGET

Consultant may suggest for requirement procurement of goods, works & services for digital enablement within the defined scope of services. The Consultant shall specify the requirements of the goods, works & services including hardware and software, in their work plan and the digital implementation roadmap.

To meet the capital expenditure on digital enablement, as recommended by the Consultant in their reports and agreed by the Owner, provision of Rs. 10,00,00,000 (Indian Rupees ten crore only) inclusive of GST as applicable for each selected mine shall be made through re-appropriation of approved capital of the selected mines of CIL, subject to a maximum total provision of Rs. 70,00,00,000 (Indian Rupees seventy crores only) inclusive of GST as applicable. A maximum amount of twenty percent (20%) of the total capital provision for digital enablement may be planned for spending on training, enablement or capacity building of the identified Employer's personnel. Accordingly, the Consultant shall specify and restrict the capital requirement and the requirement of goods, works & services.

To meet the capital expenditure on heads/items other than expenditure on digital enablement, as recommended by the Consultant in their report, shall be provided by the Owner. However, this capital expenditure shall be limited to an aggregate amount of Rs. 500,00,00,000 (Indian Rupees five hundred crores only) inclusive of GST as applicable for all the selected mines in both clusters. However, there is no limit for capital expenditure for individual mine within the aforementioned cumulative budget.

13.1 Procurement & Sourcing of Goods, Works and Services for the Project



The procurement and sourcing of goods, works & services including hardware and software as specified and agreed under the scope of services shall be procured either by the Consultant or by the Owner, as suggested in the work plan/Technical Presentation. The Company shall not be responsible for any delay in the procurement process and completion of major milestone activities mentioned in Time Schedule for Completion of Scope of Services in Clause 1.5.1 (Section IV).

The procurement by Owner is a public procurement and the orders and instructions issued by the Government are required to be followed. The Consultant must understand the requirements and limitations of public procurement process. The Consultant shall assist the Owner in procurement process in drawing out specifications and quantity requirements and in preparation of offer/tender documents.

In case procurement is done by the Consultant, the goods, works & services including hardware and software shall be procured in the name of the Owner or the ownership/right of the procured item shall stand transferred to the Owner after completion of digitalization. Payment for supplied goods, works and services shall be made on certification by the Consultant and the Nodal Officers, in accordance with the accepted final report of Digital implementation.

13.2 Make in India (MII) Order

The Owner will follow the “Public Procurement (Preference to Make in India), Order 2017” as per office order No. P-45021/2/2017-B.E.-II dated 15 June 2017 as revised vide orders dated 4 June 2020 and 16 September 2020 issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India, .

Any other instruction(s) or order(s) issued by Government in this regard shall be complied with by the Owner. The Consultant shall also abide by any applicable order(s) or instruction(s) issued by Government of India for compliance in this regard.

14.0 Taxes and Duties

- (i) The Contractor/Service Provider shall be entirely responsible for payment of all taxes, duties, fees and other levies that are payable in respect of the Contract/Services and the performance of the Services, except GST as applicable, which will be payable by the Owner to the Contractor.
- (ii) No additional claim on account of any taxes, duties, fees and other levies or interest thereon shall be entertained by the Owner except as provided in paragraph (iii) below.
- (iii) If during the Contract Period (or any extension thereof, not being an extension for reasons attributable to the Contractor/Service Provider) any new taxes are notified by the applicable statutory authority in India and such new taxes are applicable on the goods/ services, then such new taxes shall be on the Owner's account. No extra payment will, however, be made without presentation of supporting documents.
- (iv) If it is statutory requirement to make deductions towards any taxes and duties, the same shall be made by the Owner and a certificate for the same shall be issued to the Contractor/Service Provider. Contractor/Service Provider will indemnify CIL and its subsidiaries for any tax loss suffered by CIL and/ or its subsidiaries due to any non-compliance of tax laws by Contractor/Service Provider.
- (v) All applicable taxes, duties including but not limited to custom duties, surcharges / cess etc. and other levies for all transactions under the Contract are included in the Contract Price, other than GST.



- (vi) The Contractor/Service Provider shall be solely responsible for the taxes that may be levied on the Contractor/Service Provider's persons or on earnings of any of its employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner in this regard. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the Contractor/Service Provider or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, 1961 deduction of income tax at source shall be made by the Owner.
- (vii) All tax invoices to be raised by the Contractor/Service Provider must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made there under (the "GST Laws") and should bear the GSTIN number of the Owner on whom such invoices have been raised. The rate and amount of central goods and services tax ("CGST"), state goods and services tax ("SGST"), integrated goods and services tax ("IGST"), and GST (Compensation to state) cess, related to supply of goods and/or services, shall be shown separately in the tax invoices.
- (viii) The CGST and SGST, IGST and GST (Compensation to state) cess, as applicable at the time of supply of goods and/or services, shall be paid extra against submission of proper tax invoice, as referred above, by the Contractor/Service Provider so that the Owner is able to avail Input Tax Credit (ITC) of such CGST and SGST, IGST, GST (compensation to state) cess reflected in the tax invoice.
- (ix) If the Owner fails to claim Input Tax Credit (ITC) on eligible Inputs/Capital Goods/Input services or the ITC claimed is disallowed due to failure on the part of the Contractor/Service Provider in including the tax invoices issued to the Owner in its relevant returns under GST, issue of proper tax invoices or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall be recovered from the current bills or any other dues of the Contractor/Service Provider.
- (x) The amount of CGST & SGST or IGST, GST (Compensation to State) cess, as indicated in the tax invoice shall be normally paid only when they appear in GSTR 2A of the Owner and the Contractor/Service Provider has filed the valid return in accordance with the applicable provisions of the GST Laws. However, if Owner decides to pay the taxes before reflection of invoice in GSTR 2A, Owner reserves the right to recover the said taxes from the current bills or any other dues of the Contractor, if such invoices are not reflected in GSTR 2A as per the provisions of the GST Laws.
- (xi) In the event of any additional tax liability accruing on the Contractor/Service Provider due to classification issue or for any other reason, the liability of the Owner shall be restricted to the amount of GST charged on the original tax invoice issued by the Contractor/Service Provider.
- (xii) In the event of recovery of any claim towards liquidated damages, deduction, fee, fine or any other charges from the Contractor/Service Provider, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the Contractor/Service Provider against its bill/invoice or any other dues to be recovered from the Contractor/Service Provider.

15.0 Intellectual Property Rights (IPR)

- 15.1 In order to perform the Services, the Contractor/Service Provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, penalties, costs and expenses (including



but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.

- 15.2 Ownership: All documents, materials, reports, information, data, computer software/tools etc. and Intellectual Property Rights vesting therein, as may be collected by the Contractor/Service Provider, or which shall at any time come into the possession of the Contractor, during the course of providing Services or in connection with the scope of work under the Contract or Bid Documents, shall be the sole and exclusive property of the Owner and shall be submitted to the Owner, at any time as may be required by the Owner.
- 15.3 Contractor/Service Provider shall not be entitled either directly or indirectly to make copies or otherwise make use of the documents, reports given by the Owner for carrying out of any services with any third parties.
- 15.4 Contractor/Service Provider shall not, without the prior written consent of the Owner, be entitled to publish studies or descriptive article, with or without illustrations or data in respect of or in connection with the performance of Services.
- 15.5 No Services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the Owner, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, and the Owner shall be defended in the defense of any proceedings which may be brought in that connection.
- 15.6 Assignment: The Consultant agrees and hereby assigns the Owner all inventions, discoveries, developments, improvements (whether or not patentable), works of authorship (whether or not copyrightable), data, analyses, plans, report, information, materials, computer hardware/software and other Intellectual Property Rights which are conceived, developed or reduced to practice, or caused to be conceived, developed or reduced to practice during the Contract Period and/or in connection with the Contract.
- 15.7. Waiver of moral rights: The Consultant further waives and relinquishes, in perpetuity, exclusively to and in favour of the Owner, all residual rights, including moral rights in the developed work, report, data or other Intellectual Property Right in connection with the Contract.

16.0 Third Party Software:

Any third party software used by the Contractor/Service Provider as part of the offered services, must not be under litigation for any Intellectual Property Rights infringement or title ownership or any other violation, at the time of the signing of the Contract Agreement.

17.0 Confidential Information:

- 17.1 The Contractor/Service Provider, including the Contractor/Service Provider's directors, officers, employees, affiliates, or its expressly authorized representatives or agents will not at any time during the Contract Period or after the termination of the Contract, disclose to any person any information, including but not limited to any documents, components, parts, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system or any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of the Owner, in any jurisdiction, and any



amendments or supplements thereto. The Contractor/Service Provider agrees that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

The Contractor/Service Provider shall not disclose to others or use for its own benefit or for the benefit of others, any proprietary information which is disclosed to the Contractor/Service Provider by the Owner at any time during the Contract Period / while issuing the LOA / during execution of work or thereafter. The Contractor/Service Provider may disclose proprietary information received under the Contract to persons employed within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such proprietary information. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance.

This clause shall survive and continue after the expiration or termination of the Contract. The Contractor/Service Provider shall ensure that its employees, agents, representatives, successors and agents adhere with the confidentiality obligations as mentioned herein and are bound by the similar confidentiality obligations as stipulated under the Contract.

- 17.2 The obligation of the Contractor/Service Provider in Clause No 17.1 above, however, shall not apply to any information which:
- is now or hereafter becomes publicly known or available without the breach of the Contract;
 - was previously in the possession of the Contractor/Service Provider without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Owner pursuant to the Contract;
 - otherwise lawfully becomes available to the Contractor/Service Provider from a third party that has no obligation of confidentiality;
 - is independently developed by the Contractor/Service Provider; or
 - is required to be provided under any law or process of law duly executed.

18.0 Objections and Removals:

- 18.1 The Owner may, by notice to the Contractor/Service Provider, object to any representative or person employed by the Contractor/Service Provider in the execution of the Contract/Services who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehavior. The Owner shall provide evidence of the same, whereupon the Contractor/Service Provider shall forthwith remove such person from work under the Contract.
- 18.2 If any representative or person employed by the Contractor/Service Provider is removed in accordance with CC clause 18.1, the Service Provider shall appoint a replacement having the requisite expertise and qualifications within fifteen (15) days of such removal.

19.0 Liquidated Damages ("L.D.") for delay in Service:

- If the Consultant fails to maintain the required progress in terms of the agreed time or to complete the work on or before the date of completion of work or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation/ 'Liquidated Damages' (LD) @ half percent (1/2%) of the Contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the Contract Price. The



- amount of compensation may be adjusted or set-off against any sum payable to the Consultant under the Contract or any other contract with the Employer.
- b) CIL if satisfied, that the works can be completed by the Consultant within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D.
 - c) In the event of extension granted being with L.D., CIL shall be entitled, without prejudice to any other right or remedy available to CIL under the Contract, in law or in equity, to recover from the Consultant as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the Contract Price.
 - d) CIL, if not satisfied that the works can be completed by the Consultant, and in the event of failure on the part of the Consultant to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available to CIL under the Contract, in law or in equity, to rescind the Contract.
 - e) CIL, if not satisfied with the progress of the contract and in the event of failure of the consultant to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.
 - f) In the event of such termination of the Contract as described in sub-clauses (d) and (e) above, CIL shall be entitled to recover L.D. up to ten percent (10%) of the Contract Price and forfeit the equivalent amount of the Contract Performance Guarantee, as retained by CIL. Besides, CIL may get the work completed by other means at the risk and cost of the Consultant.
 - g) L.D. shall be imposed when the delay or failure is attributed solely to the Consultant's default for any reason whatsoever.
 - h) CIL may waive the payment of L.D, depending upon merit of the case, on request received from the Consultant if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any deductions or other charges.
 - i) The amount of liquidated damages as stipulated under clause 19 hereunder, is agreed and understood to be a genuine pre-estimate of the loss or damage suffered by the Owner as a result of delay by the Contractor and the Contractor hereby unconditionally agrees that the amount of liquidated damages does not constitute a penalty of any nature whatsoever.

20.0 Intellectual Property Rights Indemnity:

- 20.1 The Contractor/Service Provider shall indemnify and hold harmless the Owner, its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Owner, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials used by the Contractor/Service Provider for the performance of the Contract.
- 20.2 If any proceedings are brought or any claim is made against the Owner/ the subsidiaries arising out of the matters referred to Clause No 20.1 above, the Owner shall promptly give the Contractor/Service Provider notice of such proceedings or claims, the Contractor/Service Provider shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Owner shall provide the Contractor/Service Provider with the assistance, information, and authority reasonably necessary to perform the above.

21.0 Providing of Service:



The Goods and items to be procured and installed for implementation of Digitization shall have maintenance support from the Service Provider for at least 2 (two) years after expiry of the Contract Period.

Material/Equipment and other resources used by the Service Provider for providing the desired services under the contract shall be governed by clause 15 of CC on “Intellectual Property Rights (IPR)”.

22.0 Force Majeure:

22.1 “Force Majeure” is herein defined as any cause which is beyond the control of the Consultant or Owner, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) act of God, natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics, pandemics, outbreak of diseases (including the COVID-19 virus), quarantines, national or regional emergencies, government acts or orders (which a Party is not responsible for), extremely adverse weather conditions, natural disaster, floods, war, lightning, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosions;
- b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; or
- c) any event or circumstances of a nature analogous to any of the foregoing.

Provided that either Party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

22.2 Consultant will advise, in the event of it having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting beyond two (2) months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Owner.

22.3 For delays arising out of Force Majeure, the Consultant shall not claim extension in completion date for a duration exceeding the period of delay attributable to the causes of Force Majeure and neither Employer nor the Contractor shall be liable to pay extra costs (like increase in rates, idle charges for labour and machinery etc.). Provided that, it is mutually established that the Force Majeure conditions did actually exist.

22.4 If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of Bid it will categorically specify them in its bid and state whether they have been taken into consideration in its quotations.

22.5 The Consultant or CIL shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above..

23.0 Termination of Contract

23.1 CIL shall be entitled to cancel and terminate the Contract in full or in part, if the Consultant:

- a) defaults in providing Services with due diligence and continues to commit such default even after a notice of such default in writing from CIL; or
- b) commits breach in complying with any of the terms and conditions of the Contract and fails to remedy or take effective steps to remedy to the satisfaction of CIL, within the cure period notified in writing by CIL; or



- c) fails to complete the work or items of work with individual dates of completion, on or before the scheduled date/dates of completion (as set out under Section IV - Technical Specification) or if extended in writing by CIL, within such extended period; or
- d) offers or gives or agrees to give any person employed with CIL or any public servant (as defined under the Prevention of Corruption Act, 1988) or to any other person on behalf of such CIL employee or public servant, any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the award or execution of the Contract or any other contract with CIL; or
- e) tries to obtain a contract with CIL by way of ring tendering or other non-bonafide method of competitive tendering.

23.2 Upon the occurrence of any of the aforesaid event, CIL shall give a fifteen (15) days' notice in writing to the Consultant of its decision to exercise its right pursuant to this Clause 23.

24.0 Deductions from Contract Price:

All costs, damages or expenses paid/ to be paid by the Owner for which under the Contract the Contractor/ Service Provider is liable, shall be claimed by the Owner. Such claims shall be paid by the Contractor/ Service Provider within thirty (30) days from the claim by the Owner, failing which the money due or becoming due to the Contractor/ Service Provider shall be recovered from the Contractor in the following manner: (a) recovery from the subsequent bills under the Contract, failing which from Contractor/Service Provider's claim under any other contract with the Owner; or (b) from the Contractor/Service Provider's Contract Performance Guarantee. For this purpose, the Owner shall provide a written intimation to the Contractor of such amount (due and payable by the Contractor), mode of recovery sought to be invoked by the Owner and the time period within which such recovery may be completed.

25.0 Merger, Acquisition or Divestitures of the Contractor/Service Provider:

In case of merger, acquisition or divestiture of the Contractor/Service Provider, the acquiring, resulting or transferee company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Owner.

26.0 Insurance to be taken out by the Contractor/Service Provider:

The Contractor/Service Provider shall obtain and maintain in full force and effect, at its own cost, adequate insurance against the risks, and for the coverage specified below:

- a. All consequences of occupational accidents or illness, employer's liability and workman's compensation insurance in respect of the personnel of the Contractor/Service Provider, in accordance with the relevant provisions of the applicable laws of India, as well as, with respect to such personnel, any such life, travel or other insurance as may be appropriate.
- b. Insurance against loss of or damage to (i) the Contractor/Service Provider's property used in the performance of the Services and (ii) any documents prepared by the Contractor/Service Provider in the performance of the Services, by theft, fire or any natural calamity.
- c. Contractor/Service Provider shall carry or cause to be carried insurance covering all Contractor/Service Provider's equipment against loss or damage at all times.



- d. In addition to the above, the Contractor/ Service Provider shall be responsible to obtain all such appropriate insurances that it is required to obtain under applicable law as well as to adequately cover its obligations under the Contract.

27.0 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification:

The Contractor/Service Provider shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution/provision of the Services and by reason of the negligence of the Contractor/ Service Provider or its sub-contractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

28.0 Limitation of Liability of Contractor/Service Provider:

CIL shall in no way be responsible for any liabilities arising out of any act or omission attributable to the Consultant's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of any act or omission attributable to the CIL's personnel.

Except in cases of fraud, criminal or gross negligence or wilful misconduct,

- a. Contractor/Service Provider shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and
- b. The aggregate liability of Contractor/Service Provider to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the total Contract Value plus escalation, provided that this limitation shall not apply to any obligation of the Contractor/ Service Provider to indemnify the Owner/ its subsidiaries under the Contract.

29.0 Severability:

If, for any reason whatsoever, any provision of the Contract is determined to be or becomes illegal, invalid or unenforceable, or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the remaining provisions of the Contract shall not be affected in any manner and shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein. The Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution mechanism set forth in the Contract or otherwise.

30.0 Binding Effect:

The Contract shall be binding upon and shall inure to the benefit of the Owner and the Contractor, and the respective successors and permitted assigns, if any, of each Party.

31.0 Survival:



Notwithstanding anything to the contrary written in the Contract, (a) the rights, liabilities and obligations of the Owner and the Contractor/ Service Provider which by their very nature shall survive termination or completion of the Contract; (b) any termination or expiry of the Contract shall be without prejudice to the rights and obligations of the Parties which have accrued prior to such termination or expiry; and (c) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

32.0 Entire Agreement/ Waiver:

32.1 The Contract together with the annexures, appendices and schedules to each Contract Document (if any) sets forth the entire agreement between the Owner and the Contractor, and supersedes all communications, negotiations and agreements (whether written or oral) between the Parties with respect thereto made prior to the date of execution of the Contract Agreement and such communications, negotiations and agreements shall not affect or modify any of the terms or obligations set forth in the Contract, except as the same may be made part of the Contract in accordance with its terms, including the terms of any of the Contract Documents. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Bid Documents shall be deemed to form part of the Contract and treated as such.

32.2 None of the provisions of the Contract shall be considered waived (including partial or conditional waiver) by either the Owner or the Contractor/ Service Provider unless any of them gives such waiver in writing and executed by a duly authorised representative of the Party to the other Party. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. Without prejudice to the foregoing, none of the following shall release the Contractor/ Service Provider from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any other, prior or subsequent default under the Contract:

- a. Failure by the Owner to insist upon strict performance of any terms or conditions of the Contract; or
- b. Failure or delay by the Owner to exercise any rights or remedies provided herein or under applicable law;
- c. Failure by the Owner to properly notify the Contractor/ Service Provider in the event of breach, except for any breach which according to the provisions of the Contract is required to be notified; or
- d. Grant of time or other indulgence by the Owner to the Contractor shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

It is hereby clarified that any waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement shall not affect the validity or enforceability of the Contract in any manner.

33.0 Amendment:

No amendment or other variations to the Contract shall be valid and effective unless such variation or amendment: (a) is agreed to in writing by the Parties; (b) is dated; (c) expressly refers to the Contract; and (d) is signed by a duly authorised representative of each Party to the Contract.

**34.0 Relationship**

The Contract shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

35.0 Third parties

The Contract is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in the Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to the Contract.

36.0 Legal Jurisdiction:

Matters relating to any dispute or difference arising out of the Tender and Contract shall be subject to the jurisdiction of the competent courts in Kolkata, West Bengal only.

37.0 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of the Contract constitutes commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to the Contract or any transaction contemplated by the Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally, in respect of the enforcement of any judgment or award against it in any such proceedings and to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

38.0 High Power Committee Recommendation

The Consultant shall employ suitably qualified and skilled persons and shall be responsible for payment of wages to them in accordance with the applicable laws and in consonance with the recommendations of the High Power Committee Recommendations as set out under Annexure VIII



Section IV: TECHNICAL SPECIFICATION

1.0 SCOPE OF SERVICES

1.1 BACKGROUND: CONTEXT

Coal is one of the most important resources for economic growth of any country with strategic use in thermal power, production of steel, cement & other industries. Coal accounts for 86% of total thermal power generating capacity of the country. CIL produces around 83% of India's overall coal production where approximately 57% of primary commercial energy is coal dependent. CIL alone meets to the tune of 40% of primary commercial energy requirement. CIL is committed to play major role in ensuring the Nation's energy security. The country has latent demand especially in wake of anticipated growth in industrialization and urbanization, etc. CIL is mandated to produce 1 Billion tonne to meet coal demand of the country, by FY24.

Domestic coal sector is passing through a challenging phase due to both internal and external factors including muted demand due to COVID19, stagnant domestic coal prices creating severe strain on profitability of coal sector. CIL plays a key role in "Make in India" - making India Inc. globally competitive, and insulate Indian coal consumers against price volatility.

CIL, the largest global coal producer, wants to put in place a "Business continuity plan leading to Mining 4.0 - with Digital technology" as a key enabler. The flagship Gol PSU with its seven producing subsidiaries across India is looking for a collaborative ecosystem where multiple people, process and technologies – all working together in harmony with benchmarks backed down to where analytics can be best used through digital or technology-enabled business transformation thereby leading to increased throughput and efficiency.

In view of the above, Coal India Limited intends to engage reputed Management Consultant to study and suggest approach and also support implementation of digital and technology solutions in mining operations to improve efficiency and project monitoring.

This should be done in phases, with this project being the first phase of 24 months.

1.2 OBJECTIVES

The primary objectives of this consultancy, within the scope of Services, are as under:

- (e) Digital Technology enablement in selected mines of CIL for transformation across business value chain;
- (f) Leveraging 'Digital Technology' as an accelerator for demonstrating performance enhancement from in the selected mines of CIL; and
- (g) Defining Company's 'Digital Ambition' and prepare workforce in CIL for Industry 4.0 Digital Technology.

1.3 SELECTED MINES FOR DIGITAL ENABLEMENT FOR PERFORMANCE ENHANCEMENT

Seven (07) high capacity opencast mines from two subsidiaries of CIL have been selected and put under two clusters:

Mines Cluster 1: Three mines of SECL, namely Kusmunda, Gevra & Dipka



Mines Cluster 2: Four mines of NCL, namely Nigahi, Jayant, Dudhichua & Khadia

1.3.1 Past Performance of the Selected Mines:

Last five years production (Coal & OBR) performance of the selected mines in two Clusters are presented in tables below:

a. Mines Cluster 1

| Mine Name | Production Performance of the mines [Coal in Lakh tonnes and OBR in Lakh Cu.m] | | | | | | | | | |
|-----------------|---|----------------|----------------|----------------|----------------|----------------|---------------|----------------|---------------|----------------|
| | FY 2019-20 | | FY 2018-19 | | FY 2017-18 | | FY 2016-17 | | FY 2015-16 | |
| | Coal | OBR | Coal | OBR | Coal | OBR | Coal | OBR | Coal | OBR |
| Kusmunda | 423.31 | 322.01 | 400.00 | 436.43 | 260.00 | 375.98 | 260.00 | 359.65 | 245.01 | 287.86 |
| Gevra | 450.00 | 536.34 | 422.51 | 585.81 | 414.33 | 581.71 | 410.00 | 470.68 | 410.00 | 440.11 |
| Dipka | 251.79 | 223.41 | 350.00 | 191.38 | 343.50 | 293.66 | 310.00 | 189.67 | 310.00 | 284.28 |
| Total | 1125.10 | 1081.76 | 1172.51 | 1213.62 | 1017.83 | 1251.35 | 980.00 | 1020.00 | 965.01 | 1012.25 |

b. Mines Cluster 2

| Mine Name | Production Performance of the mines [Coal in Lakh tonnes and OBR in Lakh Cu.m] | | | | | | | | | |
|------------------|---|----------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|----------------|
| | FY 2019-20 | | FY 2018-19 | | FY 2017-18 | | FY 2016-17 | | FY 2015-16 | |
| | Coal | OBR | Coal | OBR | Coal | OBR | Coal | OBR | Coal | OBR |
| Nigahi | 195.86 | 598.28 | 184.76 | 707.28 | 171.25 | 664.44 | 155.23 | 533.70 | 150.06 | 586.91 |
| Jayant | 195.30 | 451.02 | 183.65 | 283.28 | 155.00 | 456.29 | 154.02 | 542.55 | 144.00 | 541.21 |
| Dudhichua | 176.79 | 578.47 | 155.00 | 523.08 | 155.00 | 422.26 | 140.12 | 577.25 | 130.83 | 631.12 |
| Khadia | 131.83 | 398.02 | 114.00 | 449.29 | 88.00 | 393.19 | 60.06 | 250.66 | 67.35 | 326.72 |
| Total | 699.78 | 2025.79 | 637.41 | 1962.93 | 569.25 | 1936.19 | 509.43 | 1904.16 | 492.24 | 2085.95 |

1.3.2 Projected Performance for Setting-up Baseline

Projected coal production performance from selected mines under Clusters 1 & 2 are given in tables below:

a. Mines Cluster 1

| Mine | PRC (Mty) | EC (Mty) | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Kusmunda | 50.00 | 62.50 | 42.33 | 47.00 | 50.00 | 52.00 | 60.00 |
| Dipika | 25.00 | 35.00 | 25.18 | 35.00 | 40.00 | 40.00 | 40.00 |
| Gevra | 70.00 | 45.00 | 45.00 | 49.00 | 54.00 | 60.00 | 69.00 |
| CLUSTER 1 TOTAL | 145.00 | 142.50 | 112.51 | 131.00 | 144.00 | 152.00 | 169.00 |

b. Mines Cluster 2

| Mine | PRC (Mty) | EC (Mty) | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|------------------|-----------|----------|---------|---------|---------|---------|---------|
| Nigahi | 15.00 | 21.00 | 19.59 | 20.00 | 21.00 | 21.00 | 21.00 |
| Jayant | 20.00 | 25.00 | 19.53 | 20.00 | 22.00 | 23.50 | 25.00 |
| Dudhichua | 20.00 | 25.00 | 17.68 | 19.00 | 20.00 | 22.00 | 23.00 |
| Khadia | 10.00 | 14.00 | 13.18 | 14.00 | 14.00 | 14.00 | 14.00 |



| | | | | | | | |
|--------------------|-------|-------|-------|-------|-------|-------|-------|
| CLUSTER 2 TOTAL | 65.00 | 85.00 | 69.98 | 73.00 | 77.00 | 80.50 | 83.00 |
|--------------------|-------|-------|-------|-------|-------|-------|-------|

The projected coal production for the financial year 2022-23 shall be considered as '**baseline**' for performance enhancement within the scope of services of the Consultant.

Similarly, projected coal production for the financial 2023-24 or the coal production achieved during the financial year 2022-23, whichever is higher, shall be considered as '**baseline**' for performance enhancement within the scope of services of the Consultant, in case Owner and the Consultant mutually agree for extension of the Contract for one year period for scaling up performance enhancement.

1.3.3 Assurance of Performance Enhancement from Selected Mines through Digital Enablement

The Consultant shall commit for assurance of performance enhancement in terms of coal production ensuring quality, through digital transformation, for specific increase in coal production, aggregate from Mines Clusters 1 & 2, during the FY 2022-23 over and **above the 'baseline' production for FY 2022-23**, as mentioned in Clause 1.3.2.

For measuring achievement of performance enhancement over the 'baseline', the actual increase in coal production shall be adjusted for actual stripping ratio vis-à-vis current stripping ratio achieved during the FY 2020-21, for determining amount payable as Consultants Success Fee. Adjustment of each mine shall be as under:

Adjusted Production (Px) = Actual coal production X (SRn / SRO)

SRn = Actual stripping ratio for the financial year

SRO = Current stripping ratio achieved for FY 2020-21

Total Adjusted Production = P1+P2+....+P7

P = (Total Adjusted Production - Total Base line Production)

Where, P = Total Increase in coal production over the baseline

1.4 SCOPE OF WORK

The Terms of reference and scope of the work will require use of artificial intelligence (AI), industrial internet of things (IIoT), drones, data analytics techniques & other technologies joined together in the spirit of interoperability to raise mine productivity & efficiency levels, lower costs & establish a safe and smooth mining operation and is as given below:

1.4.1 Program set up and establishing transformation office

- Setting up digital project monitoring and management control (war room) to ensure effective co-ordination and prioritization of activities on daily basis.
- Define transformation methodology, program management processes and tools.
- Review current practices across major verticals of business processes in selected mines along with cross-departmental workflow, suggest suitable changes in these processes as per best practices.
- The methodology will include Mine design, scheduling and management, sensor based real time control and asset health monitoring, Collision avoidance system, Process Simulation to identify bottlenecks, Optimization of loading, hauling, drilling, statistic and reporting, Health and safety integrated to production, fuel management system, Marketing, Transport & Logistics.



- Mine design and scheduling software is a key part of success to mine management. In mine design, there should be enhanced level of realism and ability to model the mining assets in design phase as well as physical mining space.
- To suggest integrated products developed specially for tasks and performance management according to safety objectives to ensure operation excellence and reduced risks. In line with requirements of Mining 4.0 shall include Centralized visualization and optimization, Process Modelling and Simulation, Integration with decision support system.
- Identify and mobilize cross functional teams who will co-drive the transformation office along with the Consultant in selected mines.
- Develop overall program plan - should describe key activities, deliverables and milestones at least at a monthly level; highlight any variance with the scope and plan as detailed in the tender submission by the bidder; such variance needs to be agreed with the tendering authority.
- Highlight various resources needed from the selected mines and their expected engagement on the project.
- Design the project governance model – how the Steering Committee will be conducted (attendees, frequency), how the Ministry and other relevant stakeholders will be engaged.
- Conduct workshops and onboarding sessions with cross-functional teams to establish the transformation methodology – approach to identifying use cases, prioritization, developing initiative roadmap, measuring success (financial and other KPIs), managing deployment and change.

1.4.2 Current state assessment and identification of opportunities

- Conducting study across the business value chain, taking inputs on current state, priority areas for change. The study will be focused on a select set of 07 mines, in two clusters (as identified under clause 1.3 of Section IV), to transform into islands of excellence.
- Through the study as well as field assessment, understand the current state of digitization and monitoring across the mines – where data is available, data integrity, ability to access data in a digital form etc.
- Perform Gap analysis on digital readiness and benchmark with global best practices across leading mining companies.

1.4.3 Develop implementation roadmap for the “use cases” (priority improvement opportunities)

- Identifying high priority “use cases” / initiatives that can show results quickly amongst selected mines.
- Create an implementation roadmap which is prioritized for urgency and value.
- Align use cases / corresponding business case and implementation roadmap with business and operations.
- Identify key dependencies e.g. hardware / IT system procurement or systems integrator selection for the various initiatives in the roadmap.
- Review and assessment of work breakdown structure – including generation of management level view of activities, schedule and pre-requisites for project implementation.
- Develop a comprehensive dashboard for project monitoring in sync with prevalent system and the dashboard being developed in the ongoing ERP implementation. Consultant may use any suitable tools of their choice with the approval of the Employer.

1.4.4 Supporting building of tools for implementing the prioritized “use cases”

- Developing the functional requirements for the tool in line with the desired business outcomes.



- Identifying the right methodology, infrastructure and end use of the tools.
- Provide guidance in areas of IT platform, target architecture, analytics environment including IIoT/ AI/ VR/AR etc.
- Provide Support in preparation of RFP document for engaging set of partners (product vendors, hardware providers, systems integrators) for tool development and deployment.
- Develop analytics models using suitable platforms that can be deployed in selected mines. The Consultant will be expected to build sophisticated models using data analytics tools.

1.4.5 Monitor implementation, ensure high quality and timely execution

- Create a rhythm to monitor implementation through Dashboard e.g. daily stand-up meetings, weekly progress reviews, fortnightly checks with the accountable business owners.
- Highlight notable achievements with specific KPIs and metrics in a transparent way which communicates the value realized from the initiatives.
- Facilitation of joint discussions on most critical items/ activities across all relevant stakeholders in an efficient way, with a clear view on single version of truth (data/ information) across all stakeholders.
- Provide ongoing guidance to the business, IT systems partners and equipment manufacturers to ensure that implementation stays true to the transformation goals and course correct when necessary by consultants onsite personnel.
- Escalate risks/Constraints and proactively solve through the bottlenecks taking leadership help as needed.
- Mapping risks associated with each activity of the project and creation of robust risk break-down structure. Evaluation of impact of risks to activity durations and budget–basis qualitative assessment by experts and quantitative data from similar past projects, Development of probabilistic view on project milestones (including likely completion dates and budget) and creation of critical activities ranking list, Assessment of risks with priority, for the critical activities ranking and development of risk mitigation strategies in order to de-risk the project.

1.4.6 Create phased deployment plan of the new tools and technologies

- Creating a comprehensive deployment plan for the tool across selected mines.
- Identifying dependencies, risk and challenges for deployment and suitable mitigation plans.
- Supporting development of trial plans where needed.
- Seek approval for the deployment approach and plan from operational leadership in selected mines.

1.4.7 Driving change adoption and building capability

Supporting 'Cross functional teams' in deployment of tools. The Consultant will support the deployment of the tools in the selected mines post which there should be a handover to selected mine's team for further scale up.

- Develop an approach to ensure transparent communication and change management across selected mines for the duration of the transformation program. The change management approach must be comprehensive to ensure high degree of awareness and adoption across hierarchy. This will include development of detailed stakeholder map, facilitation in key stakeholder management and communication.
- Supporting (training and handholding) business users on the usage of the tool (including extended trials wherever needed). The consultant will follow a train-the-trainer approach.
- Driving adoption programs among business / operational users.



- Design a tailored curriculum and drive targeted training programs in analytics, IIoT/AI/VR/AR automation etc. among select personnel to ensure a capability uplift.
- Troubleshooting of usage and output issues wherever necessary.

1.5 TIME SCHEDULE FOR COMPLETION AND DELIVERABLES:

1.5.1 Time Schedule for Completion of Scope of Services

| Sl. No. | Major Milestone Activities | Activity Completion Time |
|---------|---|--------------------------|
| 1. | Issuance of LOA | T (Zero Date) |
| 2. | <p>Detailed Study/ Analysis and submission of Draft Report on Implementation Roadmap</p> <p>Report laying out the overall implementation approach and roadmap to achieve the target state</p> <ul style="list-style-type: none"> • Report should include the overall implementation plan and scale-up approach for identified mines of CIL/ subsidiaries. • Report should include a detailed implementation plan for the mines chosen • Report should detail the methodology to track the progress of the project adequately for each stage • Report should define a mechanism with specific KPIs and metrics to track value realization from each initiative in a transparent way • Report should also include the roles of various stakeholders / teams at each stage of the project / different initiatives • Finally, report should clearly lay out the governance structure for the implementation phase and also co-ordination mechanism to co-ordinate between various stakeholders / teams • Submission of a draft report on the proposed roadmap for digital transformation in the cluster of mines containing details of suggested procurement plan for goods and services required for transformation. | T + three (03) months |
| 3. | <p>Presentation, Discussions and Acceptance of Digital Transformation Roadmap</p> <ul style="list-style-type: none"> • Presentation of Proposed roadmap and discussions at CIL & Subsidiaries (SECL & NCL) • Acceptance of the report by CIL, in consultation with Subsidiaries (SECL & NCL). • Submission of Final Report on Digital Transformation Roadmap | T + Four (04) months |
| 4. | <p>Digital implementation</p> <p>The monthly progress report shall provide a status on the overall initiatives across the chosen units where digital transformation is happening</p> | T + Twelve (12) Months |



| | | |
|----|---|---|
| | <ul style="list-style-type: none"> Monthly report should have design / execution / deployment progress on various digital initiatives against the planned roadmap It should highlight notable achievements with specific KPIs and metrics in a transparent way which informs CIL of the value realized from the initiatives It should highlight specific risks/Constraints for the project and suggest mitigation strategies It should also highlight any deviations from the roadmap and propose any adjustments to the digital strategy roadmap that may be needed | |
| 5. | Managing Digital transformation and achievement of assurance for performance enhancement | Twelve (12) Months from 1 st April 2022 to 31 st March 2023 |
| 6. | <p>Project completion report and next phase plan</p> <p>The report should highlight the key accomplishments from this Phase and propose the digital initiatives for the next phase of work</p> <ul style="list-style-type: none"> Completion report should have overall summary from this phase including status against the initial planned roadmap and key accomplishments against the planned targets Report should also layout the KPIs and tracking mechanism to ensure sustainability of the various implemented initiatives Finally, report should lay out the path forward for CIL and roadmap for next 12 months with aim of becoming a world-class digitally enabled company. Acceptance of the report by CIL in consultation with Subsidiary. | By 31 st May, 2023 |

1.5.2 Deliverables & Achievements within the Scope of Services:

A. Deliverables

- (i) Draft Report on Implementation Roadmap
Six (06) bound hard copies of the draft report along soft copy on three (03) storage media (preferably flash drive)
- (ii) Final Report on Implementation Roadmap
Ten (10) bound hard copies of the draft report along soft copy on three (03) storage media (preferably flash drive)
- (iii) Project Completion Report
Ten (10) bound hard copies of the draft report along soft copy on three (03) storage media (preferably flash drive)

B. Achievements

- (i) Defining digital ambition of the Company
- (ii) Digitalization of the selected mines of CIL and establishment of excellence/transformation centers at corporate level in CIL, SECL & NCL.
- (iii) Increase in coal production over baseline during FY 2022-23 as assured by the Consultant

1.6 CONTRACT PERIOD

The Contract Period for scope of Services shall be from the date of the issue of Letter of Award until 31st May, 2023.

1.6.1 Extension of Contract & Contract Period:

The contract for the 'Digital Transformation for Performance Enhancement' within the specified



scope of Services may be further extended by one (1) year period by mutual consent of the Owner and the Consultant in writing, for further scaling up further performance enhancement during the FY 2023-24 through extension of digital enablement.

Upon mutual agreement, the period of contract shall be extended to 31st May, 2024, for demonstrating the performance enhancement over the baseline as given in Clauses 1.3.2. The payment to the Consultant shall be Consultants Success Fee for achievement of increase in coal production over the baseline for FY 2023-24.

During extended Contract Period no further Consultancy Fees and any other expenditure will be payable to the Contractor. Validity of the Contract Performance Guarantee shall be extended accordingly by the Contractor. All other terms and conditions of the Contract shall be applicable for the extended Contract Period.

1.7 RESPONSIBILITIES OF OWNER & OWNER'S DEFAULT

In the event of foreclosure of the Contract due to the Owner's default before achieving the quoted assurance for performance enhancement, on completion of digitization the payment to the Consultant shall be limited to 10% (ten percent) of the quoted price (i.e. product of quoted quantity of assured performance enhancement in tonne and quoted consultancy success fee rate in Rs/tonne).

**ANNEXURE IA: Letter of Bid (LOB)**

To
GM (MM)
Coal India Limited
Action Area-1A, New Town
Kolkata-700 156
India

Dear Sirs,

Sub: Tender No. -----Dated -----.

Having examined the Bid Documents including addenda/corrigenda, if any (insert numbers), we, the undersigned,, being the authorised representative of M/s ("Bidder") offer to "Hiring of consultant for enhancement of performance through digital transformation in selected mines of CIL " as detailed in Technical Specifications (TS) & Bid Documents. We confirm to accept all terms and conditions contained in the Bid Documents, unconditionally, including amendment/ corrigendum/ addendum/ clarifications etc., (if any).

We confirm having prepared our bid after considering all amendments/ corrigendum / addendum/ clarifications published by CIL on its tendering website.

We agree to abide by this bid for a period of one hundred and twenty (120) days from the last/ end date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that until the formal Contract Agreement is prepared and executed, this bid together with your LOA and the other Contract Documents, shall constitute the binding contract between us.

We confirm that we accept all terms and conditions mentioned in the Bid Documents, without any deviation. We understand that any deviation will lead to rejection of our bid.

We understand that you are not bound to accept the bid you may receive. We acknowledge the right of CIL to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We confirm that the contents of the bid are given after fully understanding and all information furnished by us are correct and true and complete in every respect.

We acknowledge that CIL will be relying on the information provided in the bid and the documents accompanying such bid for qualification of the bidders for the services, and we certify that all information/documents/credentials provided in/ submitted along with the bid are genuine, authentic true and valid; nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals.

We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null and void and action as deemed fit may be taken against us including termination of the Contract Agreement, forfeiture of all dues including the /Contract Performance



Guarantee and banning of the Bidder, including its subsidiaries or partners, as the case maybe as per provisions of law.

We, hereby, declare that only the company, persons or firms interested in this proposal as principal are named, herein, and that no other company, persons or firms other than those mentioned herein, have any interest in this proposal or in the contract to be entered into, if we are awarded the Contract, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is, in all respects, for and in good faith, without collusion or fraud.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Duly authorized to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. The copy of the said power of attorney shall be submitted along with the Bid.
2. In case the person who has signed LOB is not bidding himself and has authorised another person to Bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per **Annexure IB** by the person signing the LOB in favour of the authorised person bidding online, is required to be uploaded.



**ANNEXURE IB: Format for Authorization to DSC holder bidding Online
by the person who has signed Letter of Bid**

(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... Address for online bidding on behalf of M/s_____ for the e-tenders invited by CIL on www.coalindiatenders.nic.in. for “Selection and appointment of consultant for performance enhancement through digital transformation in selected mines of CIL” pursuant to NIT No._____

Name and Signature of the DSC holder authorised for online bidding

Name and Signature of the person who has signed the Letter of Bid and is authorizing the DSC holder for online bidding.



ANNEXURE IC: Format for Power of Attorney (PoA)

(To be used in case PoA and person bidding are different)

(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... resident of/having its registered office/principal place of business at for online bidding on behalf of M/s_____ for the e-tenders invited by CIL on www.coalindiatenders.nic.in. for "Selection and appointment of consultant for performance enhancement through digital transformation in selected mines of CIL" pursuant to NIT No._____

Name and Signature of the DSC holder authorised for online bidding

Name and Signature of the person who has signed the Letter of Bid
and is authorizing the DSC holder for online bidding.



ANNEXURE ID: Format for undertaking declaration for the ultimate beneficial ownership of the Bidder

UNDERTAKING

{Insert name of the bidder}, (“**Undersigned Bidder**”) hereby agrees, undertakes, and confirms each of the following:

1. The Undersigned Bidder is submitting a Bid for the work [•] against NIT No. [•] dated [•] and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Contract.
2. The Undersigned Bidder is aware of the restrictions on procurement from a “*bidder from a country which shares a land border with India*”, as defined and specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Public Procurement Laws**”) and paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India.
3. I/We hereby declare and certify that:
 - (a) {[the Undersigned Bidder is not incorporated or registered in a country which shares a land border with India and is eligible to be considered, in terms of the Indian Public Procurement Laws] **OR** [the Undersigned Bidder is incorporated or registered in a country which shares a land border with India and is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. A certified true copy of the registration certificate obtained by the Undersigned Bidder from the competent authority is submitted along with the Bid]}; and
 - (b) the Undersigned Bidder is permitted to submit the Bid and carry out all the functions of a successful Bidder in accordance with the Contract Documents and applicable laws in India.
4. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
5. If any information and document furnished/ uploaded by the Undersigned Bidder is found to be false or incorrect at any time, the Authority may reject the Bid of the Undersigned Bidder and action(s) as deemed fit may be taken against the Undersigned Bidder, including but not limited to the termination of the Contract Agreement (if the Contract is awarded to the Undersigned Bidder), forfeiture of all dues including the Bid or Performance Security and banning and/or delisting of the Undersigned Bidder and all its members, partners or other constituents.
6. All capitalised terms used herein, unless specifically defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder

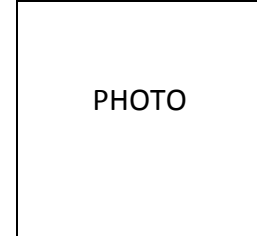
Dated:

Seal of Notary



ANNEXURE IE: Format for CURRICULUM VITAE (C.V) OF THE KEY PERSONNEL

1. Name :
2. Father's Name :
3. Date of Birth :
3. Key Personnel/
Specialist to be
engaged as :
4. Qualifications: :
5. Details of
Experience : (including experience in present organization)



| Name of Organisation / Company | Designation / Position hold | From (date) | To (date) | Nature of Jobs/ work handled |
|-----------------------------------|--------------------------------|----------------|--------------|---------------------------------|
|-----------------------------------|--------------------------------|----------------|--------------|---------------------------------|

(i)

(ii)

6. Details of Completed
Assignments

(i)

(ii)

....

Signature:

Date:

(Countersigned by the authorized representative of Bidder)



ANNEXURE II: Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1. Name of the Bidder:

2. Address of the Bidder:

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

| | | | |
|--|---------|-------------|-------------|
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| Pin Code | | Branch Code | |
| MICR No. | | | |
| (Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number. | | | |
| IFS CODE | | | |
| Account Type | Savings | Current | Cash Credit |
| Account Number (as appearing in the Cheque Book. | | | |

4. Date from which the mandate should be effective:

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ we shall not hold the Authority responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updation of records for purpose of credit of amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/ us.

Place:

Date:

Signature of the Bidder/Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)



ANNEXURE III: Pre-contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the **Integrity Pact**) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / **Principal**”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “**BIDDER/Seller/Contractor**” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and



will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding



recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership ~~or a consortium~~, this agreement must be signed by all partners ~~or consortium members~~.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction



This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



ANNEXURE IV: UNDERTAKING FOR NOT BANNED/DELISTED

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

Date: dd/ mm/ yyyy

To
GENERAL MANAGER (MM)
Coal India Limited (“CIL”)
Coal Bhawan, Premises no 04 MAR
Plot no AF-III, Action Area -1A, New Town
Rajarhat, Kolkata - 700 156

Dear Sir/Madam,

We have not been banned or delisted by any Government, or Quasi Government Agencies or public sector undertakings

We will immediately inform to CIL in case of any change in the situation any time hereinafter.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____



ANNEXURE V: 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 Coal India Limited.

3. All information furnished by us in respect of fulfillment 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), 1970 as relevant, if applicable.

7. *I/We hereby confirm that we have registration with CMPF / EPF 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 / EPF 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.

Or

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

** 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 including Contract Performance Guarantee and banning/ delisting of our firm/company and all partners/subsidiaries of the firm/company etc.



ANNEXURE VI: KEY PERFORMANCE INDICATORS

(For Digital Implementation – Ref Clause 11.0, Section III)

| Task | Milestone (s) | Payment |
|---|---|---|
| Phase 1 – Implementation Roadmap Report (Draft Report) – Quarter 1 | Submission of the Draft Report laying out the structural roadmap, requirements of the project and laying out the overall implementation approach and roadmap to achieve the target. | 20% of the Consultancy Fee |
| Phase 2 - Digital implementation - Quarter 2 | Submission and acceptance of Report. Deployment of "key personnel" on their payrolls as full-time employees, for at least two years, with requisite qualification and experience. Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder | 20% of the Consultancy Fee |
| Phase 2 - Digital implementation - Quarter 3 | Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder | 20% of the Consultancy Fee |
| Phase 2 - Digital implementation - Quarter 4 | Successful Completion of activities/ milestones/ deliverables as per accepted Work Plan of the Bidder and certified by the Project Leader of the Bidder | 20% of the Consultancy Fee |
| Phase 3 – Managing Performance Enhancement through Digital transformation - First (1 st) Half-yearly performance | Starting fully functional digital project monitoring and management control room (war room) to ensure effective co-ordination and prioritization of activities on daily basis as per scope provided in the NIT. (1 control room at CIL & 1 control room at each subsidiary & Cluster). | Consultant Success Fee calculated for increase in coal production over pro-rated half-yearly baseline |
| Phase 3 – Managing Performance Enhancement through Digital transformation - Second (2 nd) Half-yearly performance | | Consultant Success Fee calculated for increase in coal production after adjusting the applicable deduction, bonus and other dues. |
| Project completion report and next phase plan | Final report as per scope indicated in the NIT | 20% of the Consultancy Fee. |

NOTE:

1. The document required for the completion of each of the milestones will be the progress report duly signed and certified by the authorised representative of the concerned subsidiary.
2. While the total payable amount has been specified, payment will be calculated at the end of each quarter, on pro-rata basis, as per the progress report submitted.



ANNEXURE VII: Format of Undertaking

(Format of Undertaking)

(For commitment, genuineness of the information furnished online and authenticity of the documents uploaded during the Bidding Process)

UNDERTAKING

I/ We,, hereby agree, undertake, and confirm that:

1. I/We am/are submitting a bid for the work.....against NIT No. dated..... and I/we agree and undertake to execute the work in accordance with all the terms, conditions and provisions of the Bidding Documents.
2. All information furnished by me/ us in respect of fulfillment of qualification criteria for our Bid is complete, correct and true.
3. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
4. I/ We hereby authorize the Authority and/ or its authorized representatives to seek references/ clarifications from our bankers.
5. If any information and document furnished/ uploaded by me/ us is found to be false/ incorrect at any time, the Authority may reject my/ our Bid and action as deemed fit may be taken against me/us, including termination of the Contract Agreement (if the Project is awarded to me/us), forfeiture of all dues and banning/ delisting of me/ us and all members/ partners.
6. Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder

Dated:

Seal of Notary



ANNEXURE VIII: HPC RECOMMENDATION

Sub: Revised Rate of VDA for the Contractors' Workers as per the Recommendations of The Joint Committee w.e.f. 01.10.2020

The Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt of India vide Order F. No. 1/20 (2)/2020-LS-tf dated 12.10.2020 intimated the rate of Variable Dearness Allowance on the basis of average Consumer Price index number for the preceding period of six months ending on 30.06.2020 reaching 329.16 for Industrial Workers.

Accordingly, in terms of clause (3) of Recommendations of the Joint Committee (JC), the rates of Variable Dearness Allowance payable per day w.e.f. 01.10.2020 (i.e. from 01.10.2020 to 31.03.2021) would be as under:-

| Categories of employees | Rounded Off VDA (Rs.) |
|--|-----------------------|
| Unskilled | 119.00 |
| Semi-Skilled/ Unskilled Supervisory | 124.00 |
| Skilled | 128.0 |
| Highly Skilled | 133.0 |

Therefore, the Rate of Wages showing the Basic Rates and Variable Dearness Allowance payable w.e.f. 01.10.2020 (i.e. from 01.10.2020 to 31.03.2021) will be as under-

| Categories of employees | Basic Rate of Wages (Rs.) Per Day | VDA (Rs.) Per Day | Rate of Wage Including VDA (Rs.) Per Day w.e.f. 01.10.2020 |
|--|-----------------------------------|-------------------|--|
| Unskilled | 787.00 | 119.00 | 906.00 |
| Semi-Skilled/ Unskilled Supervisory | 817.00 | 124.00 | 941.00 |
| Skilled | 847.00 | 128.0 | 975.00 |
| Highly Skilled | 877.00 | 133.0 | 1010.00 |

Other terms and conditions mentioned in the Office Order Ref. No.: CIL/C-5B/JBCCI/JC Wages/995 dated 09/10/2018 and Recommendations dated 04.09.2018 of the Joint Committee shall remain the same,

It is requested to take necessary action to implement the same.

This is being issued with the approval of the Competent Authority



ANNEXURE IX: Format of Bid Securing Declaration

(Format of Bid Securing Declaration)

(Pursuant to circular dated 26 November 2020 on 'Guidelines regarding Earnest money Deposit, Security Deposit and Additional Performance Guarantee in case of Abnormally Low Bids' issued by CIL)

UNDERTAKING

{Insert name of the bidder}, ("**Undersigned Bidder**") hereby agrees and confirms each of the following:

1. The Undersigned Bidder is submitting a Bid for the work [•] against NIT No. [•] dated [•] and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Contract.
2. The Undersigned Bidder has carefully read, understood and agrees to comply with the terms and conditions of the Bidding Documents and the Contract.
3. In terms of Clause 3.0 under Section I (Notice for Tender) of the Bidding Documents, the Undersigned Bidder shall be banned for a period of 2 (two) years from being eligible to submit its bids with CIL and any of its subsidiaries in the event the Undersigned Bidder: (a) withdraws or modifies its Bid during the period of validity of its Bid; or (b) fails to sign the Contract, if it is awarded the Contract; or (c) fails to submit the Contract Performance Guarantee within the timeline as prescribed under clause 6.1.1. of Section III (CC); or (d) commits such other default as set out in clause 3.0 of Section I (Notice for Tender).
4. The Undersigned Bidder shall be banned (including online blocking) in accordance with Section I (Notice for Tender) with the approval of CIL and such banning of the Undersigned Bidder shall be intimated to all concerned persons.
5. The decision of CIL, in this regard, shall be final and binding on the Undersigned Bidder.
6. Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Contract.

Signature of the Bidder

Dated:

Seal of Notary



APPENDIX I: Proforma of Bank Guarantee for Performance Security

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the Bank Guarantee is located)

..... (Name of the Bank)

..... (Address of the Bank)

..... (Phone No. of the Bank)

..... (Fax No. of the Bank)

Bank Guarantee No.....

Date of Issue of Bank Guarantee

Date of Expiry of Bank Guarantee

Limit to liability (currency & amount in words and figures)

A/C Messrs..... (Name of Contractor)

Invitation for NIT No.....dated for

for "Hiring of consultant for for enhancement of performance through digital transformation in selected mines of CIL".

Subject: Performance Security Bank Guarantee

Date _____, 20__

To

COAL INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156 ("CIL").

WHEREAS

..... (Name and address of the Contractor), [a company incorporated under the [•]/an entity established under [•], having its registered office/principal place of business at [•]] (Hereinafter called the "**Contractor**"), has entered into a Contract made as per letter of acceptance.....dated..... (Hereinafter called the said "**Contract**") with (CIL/Name of its subsidiary) (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..... 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....., herein after called the "Bank" do hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- (a) 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 a mere first written demand by the Company, and without any objection, demur or protest 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.

- (b) that the Company shall be the sole judge of whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us.
- (c) that 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.
- (d) 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.
- (e) 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.
- (f) 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 forebear 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.
- (g) that the Bank shall not revoke this guarantee during its currency except with the previous consent of the Company in writing and agrees that this guarantee will not be discharged due to the change in the constitution of the Company, Bank and/or the Contractor.
- (h) the right under this guarantee shall be assignable by the Company to third parties.

The Bank further declares that this bank guarantee has been executed on non-judicial stamp paper of equal or more value as per the prevailing rate of stamp duty in the State of [●]. (name of state where the bank issuing the BG is located).

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 at least a period of thirty (30) months from the date of issuance of LOA and shall remain valid until such time period as specified under paragraph (d) and (e) above.

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.

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.

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)

“The Bank Guarantee as referred above shall be operative at our branch at.....Payable at.....
(NIT shall specify town/city of the operative branch. Bank guarantee shall specify name of the branch with address of the specified town/city)”

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



APPENDIX II: Contract Agreement Format

This Contract Agreement (hereinafter referred to as the “**Contract Agreement**”) is, made and entered into on the _____ day of _____ 20__ between:

1. [Coal India Limited/ name of subsidiary], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at [Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156] (hereinafter referred to as the “**Employer**”/“**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part ;

AND

2. [●], a [company incorporated under the provisions of the Companies Act, 1956/ 2013/ established under [●]/ partnership firm] and having its [registered office/principal place of business] at [●], (hereinafter referred to as the “**Contractor**”, which expression shall, unless repugnant to the context or meaning thereof; include its successors, administrators, executors and permitted assigns) of the Other Part.

Each of the Employer and the Contractor shall individually be referred to as “**Party**” and collectively as “**Parties**”.

Whereas the Employer is desirous that the Contractor executes the “Hiring of Consultant for enhancement of performance through digital transformation in selected mines of CIL” in accordance with the terms and conditions of the Bidding Documents and the Employer has accepted the bid by the Contractor for the execution and completion of such Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract Agreement, capitalized words and expressions used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract, and they shall be deemed to form and be read and construed as part of this Contract Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Services and remedy any defects therein and perform its obligations under the Contract in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:
 - (a) Scope of work;
 - (b) Work Plan, Technical Presentation and additional commitments, if any;
 - (c) Other Contract Documents;



- (d) Specifications where such specifications form part of the Bidding Documents;
- (e) LOA/ work order;
- (f) Notice to proceed with the Work;
- (g) Drawings/ finalized Work Plan;
- (h) Bill of Quantities;
- (i) Pre-contract Integrity Pact;
- (j) Any other document listed in the Bid Documents/ Contract Documents as forming part of the Contract; and
- (k) All correspondences exchanged between the Employer and the Contractor in relation to the Contract subsequent to the issue of the LOA.

5. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity, conflict or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
6. For the purposes of clause 5 (Notices) of the Conditions of Contract (Section III) the address of the Parties are as follows:

If to the Employer:

Address: [●]

E-mail address: [●]

Mobile no: [●]

Facsimile no: [●]

Kind Attention: [●]

If to the Contractor:

Address: [●]

E-mail address: [●]

Mobile no: [●]

Facsimile no: [●]

Kind Attention: [●]

7. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity (in all respects) with the provisions of the Contract.
8. The Contractor shall be paid the Contract Price, being Rs. [●] (Indian Rupees [●] only) in accordance with the terms and conditions set out in the LOA and the Contract Documents.

IN WITNESS WHEREOF the Parties thereto have caused this Contract Agreement to be executed on the day and year first above written.

THE COMMON SEAL OF the **Contractor** has been affixed pursuant to the resolution passed by the [Board of Directors/[insert an equivalent governing body of the Contractor] of the Contractor at its meeting held on the ____ day of _____ 20____ hereunto affixed in the presence of [insert name and designation the authorised signatory of the Contractor], who has signed these presents in token thereof and [insert name and designation of the person who has countersigned the Contract

SIGNED, SEALED AND DELIVERED

For and on behalf of **Employer** by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)



SECTION-V: ANNEXURES

Agreement] who has countersigned the same in token thereof]:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

In the presence of:

1.

2.



APPENDIX III: Non-Disclosure Agreement

This Non-Disclosure Agreement ("**Agreement**") made on this the _____ day of _____,

By and Between

[Party 1], a company incorporated under the Companies Act, 1956 and having its registered office at [address] (hereinafter referred to as "**Employer**", which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) of the one part;

And

[Party 2] a [Details of the Consultant] a [company incorporated under the provisions of the Companies Act, 1956/ 2013/ established under [•]/ partnership firm] and having its [registered office/principal place of business] at [•] (hereinafter referred to as "**Consultant**" / "**Bidder**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) of the Other part;

Employer and Consultant/Bidder shall hereinafter be referred to as such or collectively as "**Parties**" and individually as a "**Party**".

WHEREAS the Parties wish to collaborate and propose to enter into a contract for the purpose of enhancement of performance through digital transformation in selected mines of CIL ("**Contract**") and Parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("**Confidential Information**").

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

"**Confidential Information**" shall mean and include all information (whether reduced to tangible form or not) of any nature, concerning or relating to the disclosing Party, including without limitation:

- (i) business practices and processes, technical data, technology and know how, inventions, software product and programs, databases, source codes, all libraries, tools, utilities, design documentation, and other materials reasonably necessary to maintain and compile the software, developments, technical architecture, design, user interface, pricing details, analysis of data, project plans, products, developments, improvements, ideas, discoveries, documentation, drawings, sales and marketing plans, business plans, product specifications, any passwords, documents related to the Contract or Bidding Documents, or any other information disclosed by the disclosing Party directly or indirectly to the receiving Party;
- (ii) information furnished to the receiving Party by any representative of the disclosing Party;
- (iii) information acquired by receiving Party, by observation or otherwise, during a visit to the disclosing Party's facilities, Employer's offices and selected mines;
- (iv) information or other work product developed by the receiving Party in connection with the Contract or Bidding Documents, written or oral, disclosed, directly or indirectly, through any means of communication or observation (including oral, graphic, written or electronic form) by the disclosing Party or any of its affiliates or representatives to or for the benefit of the receiving Party from the date of signing this Agreement ("**Effective Date**"),



irrespective of whether the abovementioned information: (a) has been specifically marked as “confidential” at the time of disclosure; (b) is treated as proprietary information by the disclosing Party; or (c) is owned or developed by the disclosing Party.

Provided, however, that Confidential Information, shall not include any information which the receiving Party can show:

- (i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the receiving Party; or
- (ii) was already in its possession free of any such restriction prior to receipt from the disclosing Party; or
- (iii) was independently developed by the receiving Party without making use of the Confidential Information; or
- (iv) has been approved for release or use (in either case without restriction) by written authorisation of the disclosing Party.

In this Agreement, capitalised words and expressions used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract (Section-III) of the Bidding Documents.

1. Non-disclosure of Confidential Information

Each Party represents and warrants that it has the authority to enter into this Agreement. ~~Both the Parties agree that, pursuant to this Agreement, neither Party is obligated to disclose all or any of the Confidential Information to the other Party. The Parties reserve the right to disclose only such Confidential Information at its discretion and which it thinks, is necessary to disclose in relation to the Contract.~~

In relation to Confidential Information, each Party agrees:

- (a) to hold the Confidential Information in strict confidence;
- (b) refrain from disclosing, reproducing, summarising and/or distributing any Confidential Information and confidential materials of the disclosing Party except in connection with the performance of the Contract;
- (c) to protect the confidentiality of the other Party’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature;
- (d) while acknowledging the confidential and proprietary nature of the Confidential Information, each Party agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information;
- (e) to only disclose the Confidential Information to its employees on a need-to-know basis and such employees are bound in writing to protect the confidentiality of such proprietary information. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance. In addition, the receiving



Party shall have executed or shall execute appropriate written agreements with such employees, in a form and manner sufficient to enable the disclosing Party to enforce all the provisions of this Agreement;

- (f) not to disclose, divulge, disseminate, publish or use in any manner whatsoever the Confidential Information to third parties except with the prior written consent of the other Party; and
- (g) not to use the Confidential Information of the other Party for personal benefit or gain or for the benefit or gain of any third party.

2. Receiving party's obligations

- (a) The Confidential Information shall at all times remain the property of the disclosing Party and shall not be copied or reproduced or otherwise used by the receiving Party, without the Disclosing Party's prior written consent.
- (b) Within seven (7) days of a written request by the Disclosing Party, or upon expiry or earlier termination of this Agreement, the receiving Party shall return/destroy (as may be requested in such written request) all originals, copies, reproductions, adaptations, notes, translations and summaries of the Confidential Information provided to the receiving Party or in the possession, or custody or control of the receiving Party. The receiving Party shall certify to the disclosing Party in writing that it has satisfied its obligations under this paragraph.
- (c) The receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process. Provided however, that, to the extent practicable, the receiving Party shall give prompt written notice of any such request or summons/process for such disclosure to the disclosing Party and agrees to co-operate with the disclosing Party, at the disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the disclosing Party may reasonably deem appropriate.

3. Remedies and limitations

- (a) Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law and further agrees that the disclosing Party shall be entitled to seek specific performance or obtain an injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other rights and remedies available to it at law or in equity.
- (b) In addition to any other right or remedy available to the disclosing Party, the receiving Party shall indemnify the disclosing Party for all costs, expenses or damages that the disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees.
- (d) Neither Party shall be liable to the other Party for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

**4. Term and termination**

(a) Parties agree that this Agreement shall be effective from the Effective Date until the earlier of:
(i) withdrawal/rejection of bid by the Employer during the bidding process; and (ii) in the event the Bidder is appointed as the Service Provider for the Contract, upon completion, expiry or earlier termination of the Contract.

(b) Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of the Contract and this Agreement.

5. No grant of rights

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights belonging to a Party in favour of the other Party, nor shall this Agreement be construed to grant either Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information solely for the purpose of performance of the Contract.

6. Assignment

The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred by the Consultant/Bidder, either wholly or in part, without the prior written consent of the Employer.

7. Governing law and jurisdiction

This Agreement shall be governed by the laws of India. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts in [], for any and all matters in relation to this Agreement.

8. Dispute Resolution and Notices

The mechanism on settlement of disputes set out under clause 8 of Section III, and the provision on notices under section 5 of Section III, of the Bidding Documents shall *mutatis mutandis* apply for settlement of disputes between the Parties under this Agreement.

9. Relationship between Parties

The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of either Party shall be considered as employees of the other Party.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

11. Waiver

No failure or any delay on the part of either of the Parties to exercise any power or right conferred hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise of such right or power conferred hereunder.

**12. Entire agreement**

This Agreement constitutes the entire and sole agreement between the Parties as to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both the Parties hereto.

13. Counterparts

This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by affixing the signature of the authorised representatives as of the date herein above mentioned.

| Party 1 | | PARTY 2 | |
|--------------|--|--------------|--|
| Signature | | Signature | |
| Name | | Name | |
| Designations | | Designations | |
| Place | | Place | |
| Date | | Date | |



APPENDIX IV: Mine Profile & Dossier

(Sample template)

1. Mine/ Project Site Information

Location, communication, physiography etc

2. Project Background

History of mining, production, project planning, etc.

3. Brief Geological Appraisal/ setup

Regional setting, blocks and block boundaries, area, explorations status, geological structure and description of coal seams, geological reserve, coal quality etc.

4. Method of mining

Mine boundary, mineable reserve, target output, mine life, mine parameters, mining method & mining system, overburden dumping & strategy, schedule of mining & mining equipment,

5. Project Assets

Details of existing HEMM, Auxiliary/supporting equipment, other P&M etc.

6. Mining Infrastructure

Coal handling plant and coal evacuation arrangement, power supply, sub-station, illumination, pumping and drainage system, Communication & automation, workshop and stores, etc.

7. Monitoring and control system

Present status of automation in mine operations & equipment including control mechanism, if any, communication system, safety, environment & mine closure monitoring & management system, etc.

8. Manpower & training

Break-up of category/skill-wise manpower, present system of training & development

9. Land requirement and acquisition

Break-up of land requirement and details of acquisition

10. Plans

Location and geological plan, Existing working plan, mine cross sections, etc.

NOTE: This non-disclosure agreement substantially in the format given in Appendix-III should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. The copy of the said power of attorney shall be submitted along with the Bid.

Bidders are advised to submit duly signed non-disclosure agreement in order receive detailed APPENDIX IV: Mine Profile & Dossier not later than 7(seven) days prior to closing date of the submission of bid.

Contact person for detailed APPENDIX IV: Mine Profile & Dossier
GM (Mining), PMD/CP, CIL, Phone : 8902029906, Email : gmpm.cil@coalindia.in