

Domestic Tender Document

Tender No.: CIL/CV/Consultant/2020/RFP/4444

Date : 06-08-2020

**Request for Proposal (RFP)
for
Engagement of Consultancy Firm for Providing Consultancy and Program Management
Services to Coal India Limited for Diversification and Value Addition**

(Only through e-tender mode)



*महारत्न कंपनी
A Maharatna Company*

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COAL VIDESH & INTERNATIONAL COOPERATION DIVISION
COAL INDIA LIMITED**

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List of Abbreviations

Abbreviations	Description
A/C	Account
AA	Accepting Authority
AICPI	All India Consumer Price Index
AMC	Annual Maintenance Contract
AOC	Award of Contract
ATR	Action Taken Report
BC	Budget Certification
BG	Bank Guarantee
BOQ	Bill of Quantities
BRV	Bank Receipt Voucher
CAPEX	Capital Expenditure
CC	Conditions Of Contract
CCA	Controller Of Certifying Authority
CGST	Central Goods and Services Tax
CIF	Cost, Insurance And Freight
CIL	Coal India Limited
CIN	Corporate Identity Number
CMC	Contract Management Cell
CMD	Chairman Cum Managing Director
CMPF	Coal Mines Provident Fund
COD	Commercial Operation Date
CPG	Contract Performance Guarantee
CPSEs	Central Public Sector Enterprises
CR	Conceptual Report/ Credit Receipt
CSR	Corporate Social Responsibility
CV	Curriculum Vitae
CVC	Central Vigilance Commission
CVO	Chief Vigilance Officers
CV&IC	Coal Videsh & International Cooperation Division
CPI	All India Consumer Price Index
DPE	Department Of Public Enterprises
DPR	Detailed Project Report
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
EMP	Environmental Management Plan
Eoi	Expression Of Interest
FSR	Feasibility Study Report
Gencos	Generating Companies
GM	General Manager
GM (F)	General Manager(Finance)
GM (MM)	General Manager (Materials Management)
GM (CV&IC)	General Manager (Coal Videsh & International Cooperation)
GMs	General Managers
GOI	Government Of India
GST	Goods And Services Tax



Abbreviations	Description
HoD	Head Of Department
HQ	Head Quarter
IEM	Independent External Monitor
IEMs	Independent External Monitors
IGST	Integrated Goods and Services Tax
IPR	Intellectual Property Rights
IT	Income Tax
ITB	Instructions To Bidders
LAR	Last Awarded Rate
LD	Liquidated Damages/ Level Of Delivery
LEC	Lowest Evaluated Cost
LOA	Letter Of Acceptance
LOB	Letter Of Bid
LOB DOCS	Letter Of Bid Documents
LOC	Letter Of Credit
LoI	Letter Of Intent / Intimation
LTE	Limited Tender Enquiry
MM	Material Management
MoC	Ministry Of Coal
MoU	Memorandum Of Understanding
NEFT	National Electronics Funds Transfer
NIC	National Informatics Centre
NIT	Notice Inviting Tender/Bid Document
NOC	No Objection Certificate
Owner	Coal India Ltd.
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PG	Performance Guarantee
PR	Project Report
PSD	Performance Security Deposit
PSU	Public Sector Undertaking
RFP	Request For Proposal
RFQ	Request For Quotation
RTGS	Real Time Gross Settlement
SD	Security Deposit
SGST	State Goods and Services Tax
SLA	Service-Level Agreement
SME	Small And Medium-Sized Enterprises
SMS	Short Message Service
SOW	Scope Of Work
Subsidiary	Coal India Subsidiary Company
T&C	Terms And Conditions
T&D	Training & Development
TC	Tender Committee
TCR	Tender Committee Recommendation
TCS	Tax Collected At Source



Abbreviations	Description
TDS	Tax Deducted At Source
TEC	Technical Evaluation Committee
TEFR	Techno-Economic Feasibility Report
TIN	Taxpayer Identification Number
TOR	Terms Of Reference
TPS	Technical Parameter Sheet
TPS DOCS	Technical Parameter Sheet Documents
TS	Technical Specifications/ Technical Secretary
UID	Unique Identification



Section I: Notice for Tender

NIT No.: CIL/CV/Consultant/2020/RFP/4444

Date: 06-08-2020

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 Consultancy Firm to carry out the Scope of Work described in **Section IV**, broadly, including the following:

- Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition

Bidders are not required to pay any application 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 the Tender set out in the table 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
Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition.	Coal India Limited, Kolkata	2 Years + Extendable for another 2 years (From the date of issuance of the Work Order).

Table 2 : Contact Person

Bid/Tender inviting authority	Contact Person(s) Bid/Tender Dealing Officer(s)
1. General Manager Coal Videsh & International Cooperation Division, CIL	1. Mr. Sagar Sen, Chief Manager (Mining), Coal Videsh & International Cooperation Division, CIL 2. Mr. Prasanta Roy, Senior Manager (Geology), Coal Videsh & International Cooperation Division, , CIL

1.0 Time Schedule of Tender

Table 3 : Details of Tender

1.	Tender No.	CIL/CV/Consultant/2020/RFP/4444 dated 06-08-2020
2.	Type of Tender	Domestic (Two Bid System)
3.	Earnest Money Deposit (INR)	27.60 Lakh
4.	Cost of Tender / Tender Fee	NIL
5.	Subject of Tender	Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition.
6.	e-Publishing Date of Tender	07-08-2020
7.	Downloading of Tender Document	
	(i) Starts on	07-08-2020 From 13:00 hours (IST)



	(ii)	Closes on	07-09-2020 Upto 16:00 hours (IST)
8.	Seeking Clarification		
	(i)	Starts on	07-08-2020 From 13:00 hours (IST)
	(ii)	Closes on	24-08-2020 Upto 16:00 hours (IST)
9.	Pre-Bid Meeting		14-08-2020 At 11:00 hours (IST)
10.	Online Submission of Offers:		
	(i)	Start Date and Time	21-08-2020 From 10:00 hours (IST)
	(ii)	Last Date and Time	07-09-2020 Upto 16:00 hours (IST)
11.	Due date of Opening of Tenders (Cover-I)		08-09-2020 At 16:00 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: Scope of Work (SoW);
- Section-V: Annexure 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. <http://www.eprocure.gov.in>; and
- c. <http://www.coalindia.in>.

3.0 Earnest Money Deposit

The value of the Earnest Money to be submitted by the tenderer shall be INR 27.60 Lakhs (Rupees Twenty Seven Lakh Sixty Thousand only). The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.

Earnest Money can be deposited by following modes only:

- a) Online fund transfers through Net banking using Payment Gateway available on portal.
- b) NEFT/ RTGS from any Scheduled Bank to the Virtual Pool Account of the Purchaser strictly as per the challan generated by the bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Purchaser's Bank account before the bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days



prior to the due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at Purchaser's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Purchaser within the specified period due to any reason, the bid will not be accepted by the System/Purchaser. However, the EMD will be refunded to the bidder's account automatically. The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

Exemption from submission of EMD

State/Central Government Organisations/PSUs, valid NSIC registered firms (for the tendered items), valid Ancillary Units of the Purchaser (for the tendered items), and Micro and Small Enterprises [MSEs] (for the tendered items) are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Table 4 : Exemption of EMD

Sl.	Category of bidders	Documents required for exemption of EMD
1.	State/Central Government Organizations/PSUs	Self- declaration
2.	NSIC registered Firms	Valid and Complete NSIC Registration certificate for the tendered items attested by Notary Public
3.	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate for the tendered items attested by Notary Public
4.	Micro and Small Enterprises [MSEs]	<p>Public Notary Attested copy of any of the following documents: -</p> <ul style="list-style-type: none"> • Registration certificate for the tendered item issued by District Industries Centers, or • Khadi and Village Industries Commission, or • Khadi and Village Industries Board or Coir Board, or • National Small Industries Corporation, or • Directorate of Handicrafts and Handloom, or • Any other body specified by Ministry of Micro, Small and Medium Enterprises, or • Udyog Aadhaar Memorandum issued by Ministry of MSME, or • Entrepreneurs Memorandum (EM-II) signed by DIC.

Refund of EMD

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received. In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the tenderer (CIL). If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender. The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit



from the bidder. If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment. For all such e-Payments, bidder will have to submit Mandate Form

Forfeiture of EMD

The EMD shall be forfeited in the following cases:

- a. If the bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity offered by the bidder; or
- b. In the case of a successful bidder, if the successful bidder fails
 - To accept the Letter of Intent; or
 - To furnish the requisite Contract Performance Guarantee (CPG)/ Security Deposit; or
 - To sign the Contract Agreement.

4.0 Deadline for Submission of Bids

- i. Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in Section-I, e tender notice.
- 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, 03(three) bids are not received within originally stipulated time, the due date of tender shall be extended by 2 days automatically by the portal. In case even after one extension of due date by 2 (Two) days, less than 03(three) bids are received, the due date shall again be extended by another 5 (Five) days by the portal automatically. If, even after granting two extensions (2 days+5 days), less than 03(three) bids are received, tender shall be opened without further extension. No separate corrigendum shall be issued and published by the Tender Inviting Authority for extending the due dates. In case no offer is received, tender will be cancelled.

5.0 Special Instruction to Bidders

There is no provision to take out the list of parties who have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.

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. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.



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 bidder's responsibility to satisfy itself that the information / documents are adequate and that there is 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 can be given for errors and omissions.

2.0 Bidding Process on the e-Portal

2.1 Requirements for participation in e-tenders

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

2.1.1 Personal Computer connected with internet (for details, visit home page of CIL's e-Procurement portal <https://coalindiatenders.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 enrolment / registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>)

Online enrolment/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. In case of consortium, registration should be made in the name of lead member of the consortium. Digital Signature Certificate (DSC) holder, who is registered on behalf of the bidder for submitting the Bid Documents, under his digital signatures in the e-Procurement portal must be bidder's duly authorized person, with valid DSC as per clause below. 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 last date and time for the same.

2.1.3 Digital Signature Certificate (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-Procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the help-desk on 24x7 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 documents from the website. The bidders are advised to see the same websites for corrigendum, if any, from where the original tender document has been downloaded.

2.4 Bidders should download the complete tender document 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 on line through CIL's e-Procurement portal, <https://coalindiatenders.nic.in> as per guidelines given in Clause 7.0 of ITB (Preparation and Submission of Bid).

3.0 Eligibility Criteria

3.1 General Requirement:

3.1.1 The Bidder shall be a Consultancy Firm/ Company. Any form of Joint Venture or consortium or sub-contracting is not allowed under this Bid.

3.1.2 The Bidder shall be a legal entity registered in India under relevant Act. The Bidder may also be branch office of any foreign entity registered in the country of incorporation with permission from RBI to operate in India.

3.1.3 The Bidder should not be blacklisted by any Government or Quasi-Government agencies or Public Sector Undertaking (PSU) including CIL and its subsidiaries.

3.1.4 The Bidder in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.

3.1.5 The Bidder in its name shall have Goods & Services Tax Registration Number (PAN based) in India.

3.2 Documentary Evidence

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

3.2.1 Name, address & contact details of the Bidder as registered and its status.

3.2.2 Registration No. and Year of registration.

3.2.3 Confirmation about blacklisting & conflict of interest of the Bidder.

3.2.4 Confirmation about RBI permission (in case of foreign entity)

3.2.5 PAN & Goods & Services Tax Registration Number (PAN based).

3.2.6 General information of the Bidder. Fill up Annexure-V and scanned copy of relevant documents.

3.3 Work Experience

3.3.1 Minimum Technical Qualifying Requirement

The bidder should have successfully completed at least two (2) assignments comprising of similar work as defined in Table 10 in the areas listed below under sub-clause no. 3.3.1.1, 3.3.1.2, 3.3.1.3, 3.3.1.4 & 3.3.1.5, where the fees (excluding applicable taxes) of each assignment is not less than INR 23 Lakh (Indian Rupees Twenty Three Lakh) or equivalent in other currencies, for any company during the last 7 years, from 01-Apr-2013 to 31-Mar-2020. Of the above said 10 (Ten) assignments at least one assignment shall be in the Coal sector.

Refer Clause No. 3 of Section IV: Scope of Work for further details.

3.3.1.1 Coal and /or major mineral and / or metal extraction (except steel & ferro-alloy)



3.3.1.2 Thermal Power Generation

3.3.1.3 Solar Power Value Chain (generation and backward integration)

3.3.1.4 Mineral Logistics

3.3.1.5 EBDITA Gains / Cost Reduction

3.4 Key Personnel Strength

3.4.1 Site Professionals

The bidder shall provide 4 (four) Site Professionals who shall be deputed on full time basis at CIL HQ, Kolkata for a period of 2 years from date of issuance of Work Order. Refer clause no. 4.7.1 of Section IV : Scope of Work for further details. The requisite qualification and experience are stated below

Table 5 : Site Professional Qualification

#	Project Designation	Requisite Qualification
1	Project Leader	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 12 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector / metal extraction (except steel & ferro-alloy)
2	Project Manager	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 10 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector/ metal extraction (except steel & ferro-alloy)
3	Project Associate - Technical	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 5 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector/ metal extraction (except steel & ferro-alloy)
4	Project Associate - Finance	Chartered Accountant / MBA or equivalent qualification in Finance from a reputed institute, with at least 5 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal



#	Project Designation	Requisite Qualification
		& major mineral/ power/ logistics/ renewable energy sector/ metal extraction (except steel & ferro-alloy)

3.4.2 Specialist

The bidder shall provide 6 (six) Specialist Professionals who shall render consultancy assistance as and when required. Refer clause no. 4.7.2 of Section IV : Scope of Work. The requisite qualification and experience are stated below: for details

Table 6 : Qualification criteria of Specialist

#	Project Designation	Requisite Qualification
1	Specialist – Coal & Major Mineral	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of professional experience on the date of submission of bid with relevant experience in coal & major mineral sector for activities as stated in Module 1 to Module 4
2	Specialist - Thermal Power	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation and implementation/ project management experience in the thermal power sector (as stated in Module 1 to Module 4).
3	Specialist - Solar Energy	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation and implementation/ project management experience in the Solar energy sector.
4	Specialist - Logistics/ Transportation	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with experience in Logistics infrastructure (rail, port and shipping)/ transportation related policy/ feasibility assessment/ operations in the coal/ mineral/ power/ port sector
5	Specialist - Growth Strategy / Capital Project Management	Chartered Accountant / Engineer with MBA or equivalent from a reputed institute with at least 15 years of experience on the date of submission of bid with experience in the area of EBIDTA improvement / Profit improvement / operations improvement / Business



#	Project Designation	Requisite Qualification
		process re-engineering / business excellence / operational excellence / process improvement / revenue enhancement / cost optimisation / continuous improvement programme in the coal / major mineral sector.
6	Specialist – Chemical/ Process Industry	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation and implementation/ project management experience in the Fertilizers / Chemicals / Oil & Gas Sector/Metal extraction (except steel & ferro-alloy)

The bidder must possess at least 4 out of 6 Specialists and 4 out of 4 Site professionals on their payrolls (fulltime employee) on the date of submission of bid, with requisite qualification and experience as given in the Tables:

Note:

The documentary evidence to this effect would be self-attested CVs duly countersigned by the authorized representative of bidding company.

Additional resources may be deployed by the consultant to execute the scope of work as specified in this NIT. All the above profiles must be below the age of 65 years.

3.5 Minimum Financial Qualifying Requirement

The Bidder in their name must have achieved a minimum average annual financial turnover of INR 500 crores from consultancy and/or advisory services during the financial years 2016-17, 2017-18 and 2018-19.

3.6 Experience of Additional Work

Over and above the minimum experience furnished under 3.3.1 above, there shall be weightage for additional experience. For successfully completed assignment comprising of similar work (as defined in Table 10) where the fees (excluding applicable taxes) of each assignment is not less than INR 23 Lakh (Indian Rupees Twenty Three Lakh) or equivalent in other currencies in any Company in the last 7 years, from 01-Apr-2013 to 31-Mar-2020, in the areas listed above under 3.3.1.1 to 3.3.1.5, bidder may submit total 10 additional assignments subject to maximum four (4) assignments in any one area listed under 3.3.1.1 to 3.3.1.5. If any bidder submits more than 10 assignments, only the first 10 (Ten) assignments, as per serial numbers, viz. assignments as per serial number furnished by the bidder, will be considered for evaluation. The table format for submission shall be as per table given below:

Sl.No.	Work Experience category as listed in 3.3.3.1 to 3.3.3.5	Project title / brief description	Value of the Project	Duration of the Project
1				
2				
3				
4				
5				
6				
7				



8				
9				
10				

3.7 The **Documentary Evidence** to this effect would comprise of:

3.7.1 Copies of work orders and completion certificate along with other supporting document(s), if required, issued by the client containing at least following specific details of each of the assignments:

3.7.1.1 Nature & scope of work/services;

3.7.1.2 Specific work value;

3.7.1.3 Completion date of the work.

3.7.2 In case experience of any previous entity (which has been acquired by or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.

3.7.3 Bidder should upload a job completion certificate / self-certified certificate duly signed by their auditor clearly indicating the customer's name & address, contact number, date of completion (DD/MM/YYYY), value of the contract, to the effect that the bidder has satisfactorily fulfilled the contractual obligation during last 7 years from the date of tender opening.

3.7.4 In case bidder is not in a position to submit the completion certificate copy due to confidentiality agreement, a copy of such agreement should be uploaded along with the self-certified copy.

3.7.5 CIL reserves the right to verify completion certificate / self-certification.

3.7.6 Reference number & date of the work order and completion certificates of the assignment.

3.7.7 Scanned copy of all documents related to work experience of the Bidder.

3.7.8 Name and membership number of the Statutory Auditor/Chartered Accountant, as applicable, issuing financial turnover certificate for the financial years 2016-17, 2017-18 & 2018-19.

3.7.9 Scanned Copy of document related to financial turnover.

4.0 Clarification of Bid Documents

4.1 If the bidder is a network of firms or, a network of firms of which some firms are governed by Institute of Charter Accountant of India (ICAI) rules, credentials of member firms of the bidder from across the globe and India, shall be admissible. Further, credentials of any firm acquired by the bidder shall also be admissible. The bidder should furnish evidence in support of such acquisition.

4.2 Work experience of the Parent entity of the bidder may be considered provided, parent entity has at least fifty-one (51) percent stake in the Bidder's entity.

4.3 Work experience of the Subsidiary entity of the bidder may also be considered provided Bidder's entity has at least fifty-one (51) percent stake in the Subsidiary entity

4.4 Work experience of parent's parent entities or any associate entity of the Bidder shall not be considered



- 4.5** Both work orders and satisfactory completion certificates issued by the client are to be submitted. The completion certificate should contain completion date and reference to the work order. For completion certificate, separate certification from statutory auditor of the Bidder for work value and completion date may also be considered, provided the statutory auditor explicitly states the date of completion and the total amount received including the final bill settlement for the specific work.
- 4.6** If work order or completion certificate are not very explicit, separate certification from the client may be considered.
- 4.7** For claiming above experience, a Bidder can only claim one experience per assignment/work order, irrespective of number of mines or sectors covered under such assignment/work order.
- 4.8** Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.
- 4.9** In a multi-year support assignment that is under progress for more than a year, certificate of successful completion of at least one year and satisfactory progress should be obtained.
- 4.10** 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.
- 4.11** The references to the documents submitted as evidence for qualification criteria should be mentioned by specifying the relevant page number(s); wrong references of evidences may not be evaluated.
- 4.12** Particulars of each of the assignments including title of the assignment, name of the client, completion date and specific work value.
- 4.13** A declaration with regards financial strength showing financial turnover from consultancy and/or advisory services during the financial years 2016-17, 2017-18 & 2018-19 duly signed by a Statutory Auditor/ Chartered Accountant and countersigned by the authorized representative of the Bidder.

5.0 Pre-bid Meeting

A pre-bid meeting shall be held at CIL HQ in Kolkata, as per Clause 1 of Section I, Notice for Tender. Those attending the pre-bid meeting on behalf of the bidders should submit 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.

6.0 Operation of the Scope of Work

This RFP is being issued to Select Consultancy Firm for providing Consultancy and Program Management Services to Coal India for Diversification and Value Addition. Refer Section IV: Scope of work for details. However, primary working areas are listed below:

6.1 Areas of Diversification

- 6.1.1** Surface Coal Gasification (SCG) based Coal-to-Chemical (C2C) Business
- 6.1.2** Utility-scale Thermal Power Generation (Coal)
- 6.1.3** Solar Power Value Chain (Generation and backward integration)
- 6.1.4** Aluminium Smelting
- 6.1.5** Portfolio of Non-Fuel Minerals through Organic and Inorganic Growth
- 6.1.6** Coal Bed Methane (CBM)



- 6.1.7 Mineral Logistics (including exploring avenues for alternate logistic channels such as Inland Waterways, etc.)
- 6.1.8 New Business Portfolio (based on emerging market dynamics other than those stated at 6.1.1 to 6.1.7 and study of new initiatives being taken up by Large Global Mining Companies, Large Global Conglomerates and other *Maharatnas*)

6.2 Areas of Value Addition

- 6.2.1 EBIDTA Improvement Initiatives (Quick Wins)
- 6.2.2 Shareholder Value enhancement
- 6.2.3 Any set of activities / process (physical / financial), in any domain, that adds value to the Company based on emerging business environment / market dynamics New Initiatives (based on Market Dynamics)

7.0 Preparation and Submission of Bid

7.1 Language of Bid

All documents, including but not limited to the Bid, correspondences and documents enclosed as part of the Bids 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.

7.2 User Portal Agreement

The bidders have to accept unconditionally the on-line 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 on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

7.3 Methodology for Online Submission of Bids Submission/Uploading of Bid

All the bids are to be submitted ONLINE and on the website <https://coalindiarenders.nic.in>. No bid or document shall be accepted offline. TPS and BOQ templates will be available in the portal against every tender. The same may be downloaded filled with bidders 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:

7.4 Bid consists of Two Parts

7.4.1 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 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:



Letter of Bid (LOB): The Letter of Bid (LOB) as per the format given at (Annexure-IA) will 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 bid on behalf of 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 the 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 bidder as compared to the format of Letter of Bid uploaded 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 require to be uploaded.

All the above required documents may be uploaded in the folder LOB DOCs.

7.4.1.1 Technical

Technical Parameter Sheet (TPS)

The Technical Parameter Sheet containing the summarized Technical 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 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.

7.4.1.1.1 Documents as mentioned in TPS.

7.4.1.1.2 Any other Technical documents sought in the RFP.

7.4.1.1.3 The above documents are to be uploaded in folder **TECH DOCs**.

7.4.1.2 Commercial

7.4.1.2.1 GST Registration certificate issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder

7.4.1.2.2 Mandate Form for e-payment as per the format given in Annexure-II of this NIT

7.4.1.2.3 Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder

7.4.1.2.4 Duly signed and witnessed Pre-Contract Integrity Pact, as per the proforma in Annexure-III.

7.4.1.2.5 Undertaking on not being banned/delisted by CIL/subsidiaries as per Annexure-VI.



7.4.1.2.6 All the above Documents to be uploaded in folder **LOB DOCs**.

7.4.2 Part-II: Price Bid (Cover-II)

Price Bid: The Price Bid (as per Annexure-IV) 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, 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.

7.4.3 Price Bid Template

The bidder shall furnish the price bids as follows:

TABLE I (Table 7): Lump Sum Man-month Rate including out of pocket expenses (OPE) providing 4 numbers of Site Professionals as per Qualification and Experience stated in Clause No. 3.4.1 of Section II.

Table 7 : Lump Sum Man-month rate

	Category (a)	Number (b)	Average man-month rate INR (excluding statutory taxes like GST, etc.) (c)	Price for man-month (exclusive of taxes) for engagement for 12 months (d) = (b) × (c) × 12
1	Site Professionals to be deployed full-time at CIL, Kolkata			
1.1	Project Leader + Project Manager	2	MMR1	$X1=12 \times 2 \times \text{MMR1}$
1.2	Project Associate (Tech+Fin)	2	MMR2	$X2=12 \times 2 \times \text{MMR2}$
	Total			(X=X1+X2)

TABLE II (Table 8): Price for the Engagement of Specialist as per Qualification and Experience stated in clause no. 3.4.2 of Section II as Additional Manpower for Implementation of Module 3 & Module 4 (Diversification and Value Additional Initiatives) inclusive of Out of Pocket Expenses (OPE)

Table 8 : Man-day rate of specialist



	Category (A)	Per man-day rate (excluding statutory taxes like GST, etc.) (B)	Estimated Man-days for the purpose of Evaluation (C)	Price for man-days (exclusive of taxes) (D) = (C) × (B)
1	Towards visit of Specialists with 15+ Years' Experience at CIL, Kolkata or any other place with approval of CIL	MDR1	108	$d1=108 \times \text{MDR1}$
2	Towards visit of Specialists with 10-15 Years' Experience at CIL, Kolkata or any other place with approval of CIL	MDR2	1080	$d2=1080 \times \text{MDR2}$
3	Towards visit of Specialists with 5-10 Years' Experience at CIL, Kolkata or any other place with approval of CIL	MDRR3	2160	$d3=2160 \times \text{MDR3}$
			Total	(Y=d1+d2+d3)

Note :

- (i) 100% of "X" to be paid as per phasing indicated at Table 15 under **clause no. 10.4** of Section II.
- (ii) For deployment of additional manpower or disengagement of any of the Site Professionals at CIL, Kolkata the same average man-month rate will be considered as provided in the table above
- (iii) Man-days will be calculated as number of days the Specialist spends for CIL's work
- (iv) Man-month Rate MMR1 and MMR2 quoted in Table I (Table 7) shall have parity with the quoted Man-day Rate MDR2 & MDR3 respectively in Table II (Table 8).
- (v) Total Contract Value will be (X + Y) plus applicable GST
- (vi) Period of Contract: 2 years, which can be extended by additional 2 years

TABLE III (Table 9): Total Quoted Price (exclusive of taxes) i.e. (Z) : (X) + (Y)

Table 9 : Total Quoted Price

	Quoted Price	Table - I (X)	Table - II (Y)	Total (Z) = Table-I + Table-II = (X) + (Y)
	In figures			



	Quoted Price	Table - I (X)	Table - II (Y)	Total (Z) = Table-I + Table-II = (X) + (Y)
	In words			

Minimum Z gets full marks of 30.

FINAL SCORE = Technical Score (F) + Financial Score (G) = H

Note :

- (i) Statutory taxes, including GST, will be paid at prevalent rates as applicable at the time of invoicing.

8.0 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.

9.0 Evaluation of the Bid

9.1 Techno-Commercial Evaluation of Tender

- 9.1.1** Any bid which has not been submitted with the requisite amount of EMD/Exemption document will not be considered for further evaluation.
- 9.1.2** Based on the response to TPS templates, the documents will be downloaded and will be evaluated. The bidder securing minimum 80 numbers out of 100 numbers will qualify for opening of price bid. Subsequently, the bidder's response in TPS will be scrutinized/ verified by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.
- 9.1.3** 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 through 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.
- 9.1.4** CIL 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 mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- 9.1.5** After techno-commercial evaluation of bids as per manner stated at clause 9.1.1 to 9.1.4, price bids of the techno-commercially acceptable bidders will be opened. The Techno-commercial bid that is not meeting the NIT / RFP conditions will be rejected by CIL.

9.2 Shortfall/Confirmatory Documents



During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the purchase 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 Sales Tax/ VAT/ 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 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 mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

9.3 Bid Evaluation Methodology

- 9.3.1** Evaluation of bid shall be based on cost evaluation under combined quality cum cost-based system (CQCCBS). Under this the technical proposal i.e. Part-I shall be allotted weightage of 70% while the financial Bid will be allotted the weightage of 30%.
- 9.3.2** Initially the Part-I consisting of the Technical Bid shall be opened / decrypted wherein the technical eligibility shall be determined as mentioned below.
- 9.3.3** The break-up of the technical marks used for technical bid evaluation is given below.

Table 10 : Break up of Technical Marks



Criteria for Marks		Maximum Marks	Minimum Qualifying Marks
1.0	Experience of Consultant	50 marks	50 marks
	The Bidder must have successfully completed at least two (02) similar assignments/work, as defined as under, in the following business verticals, during the seven (07) years period from 01-Apr-2013 to 31-Mar-2020 where fees excluding applicable taxes in not less than INR 23 Lakh or equivalent in other currencies	5 marks for each assignments	
	1.1. Coal and/or Major Mineral Mining and / or Metal Extraction (except Steel & Ferro-alloy) Similar Work shall imply assignments comprising of one or more of the area like Formulation/implementation of Corporate growth plan or perspective plan/ New business strategy/ Go-to-Market strategy/ Vision document / Diversification or Value addition advisory in Coal and/or Major Mineral Mining and/or Metal Extraction (except Steel & Ferro-Alloy) In this sector at least one work has to compulsorily in the coal sector only.	10 marks	10 marks
	1.2. Thermal Power Generation Similar Work shall imply assignments comprising of one or more of the area in Module 1 to Module 4 in Thermal Power Generation	10 marks	10 marks
	1.3. Solar power value chain (generation and backward integration) Similar Work shall imply assignments comprising of one or more of the area in Module 1 to Module 4 in Solar power value chain	10 marks	10 marks
	1.4. Mineral Logistics Similar Work shall imply assignments comprising of one or more of the area in Module 1 to Module 4 in Mineral Logistics	10 marks	10 marks
	1.5. EBIDTA Gains / Cost Reduction Similar Work shall imply assignments comprising of one or more of the area in EBIDTA improvement / Profit improvement / operations improvement / Business process re-engineering / business / excellence / operational excellence / process improvement / revenue enhancement / cost optimisation / continuous improvement programme in Coal & Major Mineral Sector	10 marks	10 marks



2.0	Additional Assignments	20 marks	Nil
	<p>Further, for successfully completed assignments in any of the areas stated at Sl. No. 1.1 to 1.5 above whose fees excluding applicable taxes is not less than INR 23 Lakh or equivalent in other currencies, in addition to those stated under clause no. 1 in this Table, in any Company (Public/ Private), in the last 7 years, from 01-Apr-2013 to 31-Mar-2020, 2 marks will be awarded for each qualified assignments (excluding the assignments which have already been furnished in the Sl. No. 1.1 to 1.5 in this Table) subject to maximum of 10 assignments aggregating to 20 marks.</p> <p>However, the number of assignments which will be considered for marking shall not exceed 4 in any one vertical amongst Sl. No 1.1 to 1.5 mentioned above</p>	2 marks for each qualified assignment. Marks will be given for maximum 10 assignments. 2 x 10 = 20 marks	
3.0	Key Personnel Strength	20 marks	20 marks
	(Named personnel as in clause no. 3.4 in this Section II having relevant qualification and experience	2 marks for each personnel x 10 = 20 marks	20 marks
	Site Professional	8 marks	8 marks
	Upon Fulfilment of Qualification & Experience Criteria as detailed in clause no. 3.4.1 in this Section III; 2 marks shall be awarded per Site Professional aggregating to maximum 8 marks for 4 Site Professionals		
	Specialist	12 marks	12 marks
	Upon Fulfilment of Qualification & Experience Criteria as detailed in clause no. 3.4.2 in Section III; 2 marks shall be awarded per Site Professional aggregating to maximum 12 marks for 6 specialist		
4.0	Financial Eligibility	10 marks	10 marks
	Average Annual Financial Turnover in the FY 2016-2017, 2017-2018 & 2018-2019 from Consultancy and / or Advisory Services shall be Minimum of INR 500 Crore (Indian Rupees Five Hundred Crore)		
5.	Total	100 marks	80 marks

Note: Conversion of currencies, wherever applicable, shall be done based on the prevalent RBI Reference Rate (available in the RBI website or the RBI authorised website, as applicable) on the date of issuance of work order for the subject assignment(s) referred by the bidder

To qualify technically, the bidders should obtain the minimum qualifying marks against each eligibility criteria as detailed above. Price bid of Technically Qualified Bidder shall only be opened.



As stated earlier, the above technical proposal shall be given 70% weightage. A hypothetical illustration of methodology is mentioned below:

Table 11 : Hypothetical illustration on assumption of data filled by bidders

Bid	1.1	1.2	1.3	1.4	1.5	2	3.1	3.2	4.0
	Assignments	Assignments	Assignments	Assignments	Assignments	Assignments	People	People	INR Crores
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
P	2	2	2	2	2	4+4+2=10	4	6	648
Q	2	2	2	2	2	2+2+3=7	4	5	532
R	2	2	1	2	2	6+2+2=10	4	6	723
S	2	2	2	2	2	4+4+2=10	4	6	299
T	2	2	2	2	2	2+2=4	4	6	844

The marking for above hypothetical illustration shall be as follows:

Table 12 : Hypothetical illustration of marks on assumption of data filled by bidders

Bid	1.1	1.2	1.3	1.4	1.5	2	3.1	3.2	4.0	Total	Status
	Assignments	Assignments	Assignments	Assignments	Assignments	Assignments	People	People	INR Crores		
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)		
P	10	10	10	10	10	8+8+4=20	8	12	10	100	Qualified
Q	10	10	10	10	10	4+4+6=14	8	12	10	94	Qualified
R	10	10	0	10	10	8+4+4=10	8	12	10	86	Disqualified for 1.3
S	10	10	10	10	10	8+8+4=20	8	12	0	90	Disqualified for 4.0
T	10	10	10	10	10	4+4=8	8	12	10	88	Qualified

The Financial Cover Part II (i.e. the Price Bid) will be opened only for Bid P, Q & T and the weightage on evaluation shall be as methodology shall be as follows:

Table 13 : Evaluated marks in Technical parameter



Bid	Marks Obtained	Evaluated Technical Marks (F)
P	100	$\frac{70 \times 100}{100} = 70.00$
Q	94	$\frac{70 \times 94}{100} = 65.80$
T	88	$\frac{70 \times 88}{100} = 61.60$

9.3.4 The financial Bid shall be given 30% weightage. The following methodology shall be adopted for evaluation of quoted rate of bidders who obtain the minimum qualifying marks in the technical bid evaluation. The numbers are indicative in nature and have been mentioned for the purpose of illustration

Table 14 : Evaluated Marks in Financial parameter and Total Marks

Bid	Quoted Rate (Assumed)	Evaluated Financial Marks(G)	Total Marks (H)
P	INR 120 Lakh	$30 \times (100/120) = 25.00$	95.00
Q	INR 100 Lakh	$30 \times (100/100) = 30.00$	95.80(H1)
T	INR 110 Lakh	$30 \times (100/110) = 27.27$	88.87

9.3.5 As evident in the Table 14 above, the Total Marks of the combined evaluation of Technical and Financial Marks shall be (H) = evaluated marks of tech bid evaluation (F) + evaluated marks of Financial bid evaluation (G).

9.3.6 The bidder with highest H score i.e H1 will be awarded the work

10.0 Award Criteria and payment schedule

- 10.1 Bidders shall quote prices in Indian Rupees (INR) as per Price Schedule defined under clause 7.4.3 above in this Section. No escalation for any reason whatsoever shall be allowed over and above the bid price during the initial contract period of 2(two) years from date of issuance of Work Order. However, GST or any other applicable Govt. taxes at applicable rates, on the date(s) of payment(s) shall be paid over and above the payment due.
- 10.2 In case of extension, if any, beyond the initial contract period of two years, escalation on fees shall be allowed to increase of 5% on the quoted fees for 3rd year (i.e. INR 105 in 3rd year) and another increase of 5% in 4th year (i.e. INR 110 in 4th year). For illustration purposes, if the quoted fee excluding taxes is INR 100, then the escalated rate for the 3rd year will be 5% escalation on quoted rate i.e. INR 105 and another 5% on the quoted rate for the 4th year i.e. INR 110.
- 10.3 The consultant, who scores the highest total marks (H1 rank) in the combined evaluation shall be considered for Award of Work. In case of a tie, the bidder with lower “quoted price” shall be considered for Award of Work. If the bid is acceptable with all respect to Bid Documents, with acceptable bid price, CIL will issue “Letter of Intent” (LOI) initially and then the “Work Order” to the



successful bidder, upon submission of Performance Bank Guarantee and signing of Contact.

- 10.4 The payment will be made to the Consultancy Firm on the basis of deliverables within the prescribed timelines, in phases, as per the achieved deliverables. To arrive at the monthly figure for the 1st year of contract, the payment has been divided into two components, i.e. 30% shall be paid as Fixed Fee (i.e. 10% per month) and 70% will be linked to Deliverables (i.e. 35% for the Preliminary Report & 35% for the Final Report) in each Quarter (Q). For this, the Quarterly Payment of “3×X” has been considered, wherein “X” is the monthly lump-sum fee of 4 Site Professionals as defined in the Price Bid. The payment phasing, which shall be subject to completion of deliverables, is shall be as under:

Table 15 : Payment Schedule(1st Year)

Quarter	Month	Payment	Deliverables
Q1	M1	10% of 3X	Phase I 1. Activities under Module 1 & Module 2 for D1, D2, D3, D4 & V1 2. The deliverables will be Draft & Final Report for Module 1 & Module 2 for D1, D2, D3, D4 & V1
	M2	(10+35)% of 3X	
	M3	(10+35)% of 3X	
Q2	M4	10% of 3X	
	M5	(10+35)% of 3X	
	M6	(10+35)% of 3X	
Q3	M7	10% of 3X	Phase II 1. .Activities under Module 1 & Module 2 for D5, D6, D7, D8, V2 & V3 2. The deliverables will be Draft & Final Report for Module 1 & Module 2 for 2. The deliverables will be Draft & Final Report for Module 1 & Module 2
	M8	(10+35)% of 3X	
	M9	(10+35)% of 3X	
Q4	M10	10% of 3X	
	M11	(10+35)% of 3X	
	M12	(10+35)% of 3X	
TOTAL		12X	

- 10.5 The expected duration of services of the Consultant beyond the 1st Year would be mutually agreed upon for any assignment under Module 3 & Module 4 for any area/sector and the duration may be extended, as may be required, for its successful completion.
- 10.6 Income tax at source will be deducted by CIL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by CIL
- 10.7 The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to CIL.

11.0 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 forfeiture of its bid security/EMD. A bidder who accepts the extension of bid validity, will not be required nor permitted to modify its bid.

12.0 Bid Currency

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

13.0 Influencing CIL

13.1 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.

13.2 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.

14.0 Signing of the Contract Agreement

The Contract Agreement will be signed in two (2) originals on non-judicial stamp paper of appropriate value within thirty (30) 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.

15.0 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, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CIL's action.

16.0 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 will 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 both the Parties.

17.0 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 and their bid security/ EMD will be refunded after opening of the bid. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, 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.

18.0 Other Conditions

- a. This NIT / RFP shall be deemed to be part of the Contract Agreement to be entered into between CIL 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 on CIL website <https://coalindiatenders.gov.in> only. No separate notification 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 20.1 of ITB and action will be taken as per clause 20.2 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 has to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of RFP/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 allow 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).
- n. Bidders who are banned/ delisted by CIL or any of its subsidiaries for supply of any product or service, are not eligible to bid.



- o. The bidders from certain countries are restricted to participate in this RFP / NIT as per the Ministry of Finance OM 6/18/2019-PPD/dated 23.07.2020 (attached as Appendix III) and subsequent orders / clarifications issued by Competent Authority / Govt of India from time to time. Bidders are requested to familiarise with the Order Contents prior to participating in this RFP / Tender.

19.0 Pre-contract Integrity Pact and Independent External Monitors

The bidder is required to go through the 'Pre-contract Integrity Pact' provided in Annexure III. The bidder shall accept the Pre-contract Integrity Pact' and upload duly signed 'Pre-contract Integrity Pact' in the LOB DOCS folder. Failure to sign and upload the 'Pre-contract Integrity Pact' by the bidder shall lead to outright rejection of the bid.

Further, the Independent External Monitors (IEMs) will be monitoring the bidding process and execution of Contract and shall be responsible to oversee the implementation of the 'Pre-contract Integrity Pact' program to prevent corruption, bribery or any other unethical practices in CIL.

In order to deal with any grievance(s)/dispute(s) and to oversee implementation and effectiveness of the 'Pre-contract Integrity Pact' program pertaining to this tender, bidders may refer the same to IEMs. Name and Address of the IEMs are as under (in case of any changes the same will be communicated):

Sl.	Name	Address
1.	Shri Anil Kaushal	e-Mail: kaushal.anil17@gmail.com; Mob: 8800028118 / 9868128118
2.	Shri Sudhir Kumar	e-mail: stomar2@gmail.com; Mobile: 9871054454

20.0 Prevention of Fraud and Corruption

20.1 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.

20.2 Measures to be taken by CIL

- i. 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.
- ii. 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.
- iii. 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.

20.3 Conflict of Interest

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

21.0 Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CIL that CIL is entering 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 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 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 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. **“Notice Inviting Tender (NIT)” / “Request for Proposal (RFP)”/“Bid Document”** means the request from the bidders to submit their Bid.
- ii. **“Proposal”/ “Tender” / “Bid”** 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/Consultancy Firm, the LOA together with the Contract Documents, shall constitute the Contract.
- iv. **“CC”** means the Conditions of Contract.
- v. **“Contract Documents”** means the documents specified in CC Clause No 3.
- vi. **“Contract Agreement”** means the agreement to be entered into between CIL/Owner and the Contractor/Consultancy Firm 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 “Total Contract Value”** means the quoted price plus GST, payable to the Contractor/Consultancy Firm, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the individual rates quoted by the Contractor/Consultancy Firm for the various items shown in the bill of quantities of the Bid Documents as accepted by the Owner, with or without any alteration, as the case may be.
- viii. **“Bidding Documents / Bid Documents”** shall have the meaning assigned to it in Clause No 7 of the ITB (Section II).
- ix. **“Notification of Award”/“ Letter of Intent (LOI)”** means the official notice issued by the Owner notifying the Contractor/Consultancy Firm that its bid has been accepted.
- x. **“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” / “Hirer”/ “Buyer” / “Tenderer”** means Coal India Limited (CIL) and shall include its legal representatives, successors and assigns.
- ii. **“Project Coordinator”** means a designated officer of the Owner appointed in writing by the Owner to perform the duties delegated by the Owner for the purposes of the Contract.
- iii. **“Subsidiary Project Coordinator”** means a designated officer of each subsidiary to be notified in writing by the Owner/his representative in Subsidiary to perform the duties delegated by the Owner for the purposes of the Contract.
- iv. **“Contractor” / “Consultancy Firm”** 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.



- v. **Representative of “Contractor” / “Consultancy Firm”** means the person nominated by the Contractor / Consultancy Firm and approved by the Owner to perform the duties delegated by the Contractor / Consultancy Firm.
- vi. **“Parties”** means the Owner and the Contractor/ Consultancy Firm collectively and **“Party”** shall mean any of them individually.
- vii. **“Project Manager”** means the person/s appointed by the Contractor/ Consultancy Firm to manage activities relating to Contract.

1.3 Subject

- i. **“Service(s)” / “Work(s)” / “Assignment” / “Job”** means all technical, logistics, management and any other services to be provided by the Consultancy Firm under the Contract for Hiring of Complete IT infrastructure including necessary hardware, OS, OS related software, DC & DRC including necessary managed services.
- 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, patent, designs, works of authorship and 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/Provision of Services from the Consultancy Firm/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 Consultancy Firm in relation to the Contract.
- vi. **“Site”** means the office, land and other places upon which the Facilities are to be supplied and 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 NIT, ITB, Scope of Work (SoW), Appendices / Annexures 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/Consultancy Firm shall be in 'English' only. However, any printed literature furnished by the Contractor/Consultancy Firm 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/Consultancy Firm 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 or partnership (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. If any time period specified herein is extended, such extended time shall also be the essence.
- 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 elsewhere.

3.0 Contract Documents

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

- i. Notification of Award / Letter of Intent / Work Order issued by Employer/Owner and duly accepted by the Consultancy Firm;
- ii. Section- I; Notice for tender 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; Scope of Work (SoW) including subsequent corrigendum/amendments/ clarifications, if any;
- vi. Letter of Bid along with Appendices / Annexure(s)/ Attachments, 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 Consultancy Firm shall not, without the Owner's prior written consent, disclose 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 Consultancy Firm in the performance of the Contract. 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.

4.2 The Consultancy Firm shall not, without the Owner's prior written consent, make use of any document or information enumerated in the Bid Documents 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.

5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.0 Performance Guarantee (PG) / Security Deposit (SD)

6.1 "Performance Guarantee" / "Security Deposit"

6.1.1 Performance Guarantee shall be 10% of the Contract Value (i.e. Sum of 'X' + 'Y' as defined as ITB Clause 7.4.3), which has to be submitted by the Contractor/Consultancy Firm within twenty one (21) days of issue of Letter of Acceptance (LOA) to CIL.

- An irrevocable, unconditional, payable on first demand performance bank guarantee in the form, given in the Bid Documents, from (i) any schedule bank acceptable to the Owner. Bank guarantee issued by out station bank shall be operative at their local branch in Kolkata. The bank guarantee shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the bank guarantee as well as its local operating branch OR (ii) a foreign bank located in India and acceptable to the Owner. A format of the performance bank guarantee is enclosed as Appendix I.
- NEFT/RTGS/Demand Draft drawn in favour of **Coal India Limited** payable in Kolkata.

Performance security amount deposited will not bear any interest.

6.1.2 Failure of the Contractor/Consultancy Firm to comply with the requirements as above shall constitute sufficient ground for cancellation of the Letter of Intimation / Work Order.

6.2 While offering bank guarantee as the performance security, the Contractor/Consultancy Firm shall have to ensure that the said bank guarantee remains valid for at least **Thirty (30) months** from the date of Letter of Acceptance and shall be released / renewed (for such further period), as may be required by the Owner.

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/Security Deposit such sums as are due and payable by the Contractor/Consultancy Firm



to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor/Consultancy Firm 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 bank guarantee issued by the bank on behalf of the Contractor/Consultancy Firm in favour of "Coal India Limited" shall be in paper form as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "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 BG 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 bank guarantee submitted by the Contractor/Consultancy Firm as performance security shall be encashable by the Owner within the currency of the said bank guarantee, in the event of the Contractor's failure to complete the obligations under the Contract.

- 6.5** Work shall commence only after submission of Contract Performance Guarantee / Security Deposit.

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 CC Clause No 8, 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/Consultancy Firm 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 ("**Dispute**") between the Contractor/Consultancy Firm and the Owner, to the extent possible, effort shall be made in the first instance to resolve such Dispute amicably between the Parties.

- 8.2** In case of CPSE / Govt. Department / Organisations, such Dispute remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be resolved through the mechanism as detailed under Order no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Govt. of India, on the subject AMRCD dispute resolution mechanism of CPSE(s), brief of which stated below.

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 "



- 8.3 In case of Parties other than Government Agencies as under Clause 8.2, such Dispute remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be referred to and settled by such Committee appointed by the Competent Authority of the Owner.
- 8.4 Save as hereinafter provided, such decision in respect of every Dispute so referred shall be binding upon, and shall forthwith be given effect to by, the successful bidder, who shall comply with all such decisions, with all due diligence.
- 8.5 Any Dispute which remains unresolved pursuant to the actions taken under the aforesaid clauses shall be submitted to final and binding arbitration at the request of any Party upon written notice to the other Party, and the following shall apply to such arbitration:
- 8.5.1 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended by the Amendment Act of 2015. All proceedings of such arbitration shall be in the English language and the seat, place and venue of arbitration shall be Kolkata, India;
 - 8.5.2 The arbitral panel shall consist of a sole arbitrator to be appointed by the competent authority of the Owner;
 - 8.5.3 The decision of the sole arbitrator shall be final and binding on the Parties; and
 - 8.5.4 The Owner shall have the right to replace and appoint a new arbitrator in the event the arbitrator, appointed by it pursuant to CC clause 8.5.2, expires, neglects or refuses to act, resigns or is unable to act as a sole arbitrator for any reason whatsoever, or if his/her award is set aside by the court for any reason.
- 8.6 Notwithstanding any disagreement, Dispute, protest, or proceedings arising directly or indirectly out of the Contract, the Contractor/Consultancy Firm 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:

There is no provision of subcontracting.

10.0 Commencement of Service:

The date of commencement of services will be from the date of issuance of Work Order.

11.0 Other Responsibilities of Successful Bidder / Consultancy Firm:

- 11.1 Without prejudice to any express provision in the Contract, the Consultancy Firm shall perform the Services and carry out all due obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and employ appropriate technology, qualified professionals, safe and effective equipment, machinery, materials and methods.
- 11.2 The Consultancy Firm shall ensure quality of Service as agreed upon in Contract / Service Level Agreement (SLA).
- 11.3 In case of any complaint related to quality of service, complaint resolution mechanism is to be followed by the escalation matrix of mutually agreed Contract / SLA.
- 11.4 Consultancy Firm will deploy the personnel as mentioned in the submitted bid documents. CIL have the right to accept or reject the deployed personnel of the successful bidder / Consultancy Firm. On request Consultancy firm will replace with suitable personnel.
- 11.5 The Consultancy Firm shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees and agents from and against any losses or damages,



whatsoever, arising or resulting from the Consultancy Firm's gross negligence in the performance of the Contract.

- 11.6 The Consultancy Firm shall acquire in its name and shall maintain in full force and effect all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 11.7 The Consultancy Firm shall comply with all applicable laws in force in India, including but not limited to all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Contractor/Consultancy Firm. The Contractor/Consultancy Firm shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees, agents for and/or against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Consultancy Firm or its personnel.
- 11.8 The Consultancy Firm shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are adequately competent. The key personnel, deployed by the Consultancy Firm shall in no case claim any regular employment with the Owner and/or its subsidiaries, and all their employee benefits (including but not limited to provident fund, gratuity and statutory liabilities) will be borne by the Consultancy Firm.

12.0 Responsibilities of Owner:

- 12.1 The Owner will designate appropriate executives for coordination.

13.0 Terms & Conditions of Payment:

- 13.1 The payment will be made to the Consultant on the basis of deliverables within the prescribed timelines, in phases, as per the achieved deliverables detailed in the Table 15 under clause no. 10 in Section II and the Rate "X" as mentioned in Table I (Table 7) in clause no. 7.4.3 in Section II, the Price Bid Template.
- 13.2 The duration of services of the Consultant shall be for a period of one year for completing activities related to Module 1 & 2 in the areas D1 to D8, V1 to V3 as stated in Table 16 of Section IV (SoW). Further, the expected duration of services of the Consultant for Module 3 & 4 would be mutually agreed upon for any assignment to be completed within one year period. However, the duration may be extended as may be required for its successful completion, as stated in Clause 10 of Section II (ITB)
- 13.3 Income tax at source will be deducted by CIL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by CIL
- 13.4 The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to CIL.
- 13.8 All payments shall be made by the Owner to the Consultancy Firm as per payment terms and only after signing of Contract Agreement and submission of following documents:
- i) Work Order (WO) duly accepted by Consultancy Firm,
 - ii) Performance Guarantee (PG) / Security Deposit (SG) as per CC 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, 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 given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/invoice submitted by the Contractor.

- 13.9 The bills shall be raised at the end of each month 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/Consultancy Firm.
- 13.10 **Bills:** The bills shall be raised in triplicate along with acceptance certificate and undertaking as per Clause 23 of CC on monthly basis as follows:
- The payment against this contract shall be made on monthly basis. The first monthly bill for the period of service during 1st month, shall be raised at the end of 1st month.
 - The subsequent monthly bills shall be raised along with the requisite documents at the end of each month and shall be settled after deducting penalty or any other dues, if any, within 21 (twenty-one) days after receipt and acceptance of the same.
 - Last monthly bill shall however be settled after end of the contract period after adjusting all outstanding dues.
 - No interest is payable on any amount whatsoever to Consultancy Firm.
 - The invoice will be raised in the name of Coal India Limited.
 - The monthly bill raised by the Consultancy Firm will be certified/accepted by the designated Project Coordinator / GM(CV&IC), CIL.
- 13.11 The 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 disputed claims, if any, of the Contractor/Consultancy Firm exceeds the amount of such overpayment and irrespective of the facts whether such disputed claim of the Contractor/Consultancy Firm are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor/Consultancy Firm's claim under any other contract with the company or from the Contractor/Consultancy Firm's security deposit or the Contractor/Consultancy Firm shall pay the amount of overpayment on demand.
- 13.12 Amount payable/ recoverable for any subsequent change in the tax component on service contract will be made to/from the Consultancy Firm after departmental verification of such changes of tax laws issued by statutory authority.

14.0 E-Payment

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

15.0 Taxes and Duties

- The Consultancy Firm shall be entirely responsible for payment of all applicable 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.
- 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/Consultancy Firm) 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 Consultancy Firm. Consultancy Firm 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 Consultancy Firm.
- (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/Consultancy Firm shall be solely responsible for the taxes that may be levied on the Consultancy Firm'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 Consultancy Firm 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/Consultancy Firm must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made thereunder (the "GST Laws") and should bear the GSTIN number of the Owner on whom such invoices have been raised. The rate and amount of CGST& SGST, 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/Consultancy Firm 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 Consultancy Firm 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/Consultancy Firm.
- (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 Consultancy Firm 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/Consultancy Firm 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 Consultancy Firm.
- (xii) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the Contractor/Consultancy Firm, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the Consultancy Firm against its bill/invoice or any other dues to be recovered from the Consultancy Firm.

**16.0 Paying Authority**

General Manager/HoD (Finance) of CIL.

17.0 Intellectual Property Rights (IPR)

17.1 In order to perform the Services, Consultancy Firm 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, 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.

17.2 All documents, reports information, data etc. collected and prepared by Contractor/Consultancy Firm in connection with the scope of work will be the property of the Owner and shall be submitted to the Owner.

17.3 Consultancy Firm shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out of any services with any third parties.

17.4 Consultancy Firm 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.

18.0 Third Party Software:

Any third party used by the Consultancy Firm 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.

19.0 Confidential Information:

19.1 The Consultancy Firm, including the Contractor/Consultancy Firm's directors, officers, employees, affiliates, or its expressly authorized representatives or agents will not at any time during pendency of the Contract or afterwards, 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 Consultancy Firm should understand 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 Consultancy Firm 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/Consultancy Firm by the Owner at any time during the term of the Contract / while issuing the LOI / during execution of work or thereafter. The Contractor/Consultancy Firm shall disclose proprietary information received under the Contract to persons 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. This clause shall survive and continue after the expiration or termination of the Contract. The Consultancy Firm shall ensure that its employees, agents, representatives, successors and agents adhere with the confidentiality obligations as mentioned herein and are bound by the confidentiality obligations similar to the one mentioned under the Contract.



Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public through mutual consent other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

19.2 The obligation of the Consultancy Firm under CC Clause No 20.1 above, however, shall not apply to any information which:

- a. is now or hereafter becomes publicly known or available without the breach of the Contract;
- b. was previously in the possession of the Consultancy Firm 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;
- c. otherwise lawfully becomes available to the Consultancy Firm from a third party that has no obligation of confidentiality;
- d. is independently developed by the Consultancy Firm; or
- e. is required to be provided under any law or process of law duly executed.

20.0 Objections and Removals:

20.1 The Owner may, by notice to the Consultancy Firm, object to any representative or person employed by the Consultancy Firm in the execution of the Contract/Services who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehaviour. The Owner shall provide evidence of the same, whereupon the Contractor/Consultancy Firm shall forthwith remove such person from work on the implementation contract.

20.2 If any representative or person employed by the Consultancy Firm is removed in accordance with CC clause 21.1, the Consultancy Firm shall appoint a replacement within fifteen (15) days.

21.0 Liquidated Damages (LD) for delay in Commencement of Service:

21.1 If the Consultancy Firm fails to commence the Service as provided in Clause No.10 of CC, liquidated damages shall be recovered from the bills of the Contractor/Consultancy Firm at the rate of 0.5% of the Contract Value per week delay subject to maximum 10% of Total Contract Value.

21.2 If the Consultancy Firm fails to complete the installation as mentioned in Clause No. 21.1 of CC even expiry of 1(One) Month from the scheduled date of commencement as per Contract Agreement, then an additional LD (apart from LD levied at CC Clause no.21.1) at the rate of 0.25%of the Contract Value of week delay shall be levied.

21.3 However, the total cumulative LD as mentioned in CC Clause no. 21.1 and 21.2 shall not exceed 10% of Total Contract Value.

21.4 The Owner, if satisfied, that the Work is not commenced by the Consultancy Firm within a reasonable time after the specified time of commencement, may allow further extension of time at its discretion with or without the levy of LD.



- 21.5 The Owner, if not satisfied that the Work is not commenced by the Contractor, or in the event of failure on the part of the Consultancy Firm to commence Work within further extension of time allowed by the Owner, the Owner shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.
- 21.6 The Owner, if not satisfied with the progress of the Contract and in the event of failure of the Consultancy Firm to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.
- 21.7 In the event of such termination of the Contract as described in CC Clauses No 21.5 or 21.6 or both, the Owner, shall be entitled to recover LD up to ten percent (10%) of the Contract Price and forfeit the Security Deposit submitted by the Consultancy Firm besides getting the work completed by other means at the risk and cost of the Contractor.
- 21.8 Delays not attributed to Consultancy Firm.
- I. In case the completion of work by Consultancy Firm is delayed due to any act or omission on the part of the Owner or due to any Force Majeure event, the Contractor/Consultancy Firm shall be given due extension of time for completion of the work, to the extent such omission on the part of the Owner/ Force Majeure has caused delay in the Consultancy Firm's performance of the Contract. The Project Coordinator/Subsidiary Project Coordinator shall decide about the reasonableness or otherwise of the extension of time after discussion with all Parties. Detailed procedure for such time extensions is given below.
 - II. On happening of any events causing delay as stated, hereinafter, the Consultancy Firm shall intimate immediately in writing to the Project Coordinator/Subsidiary Project Coordinator:
 - a. Due to any reasons defined as Force Majeure.
 - b. Non-availability or non-readiness of the Site to be made available or made available by the Owner.
 - c. Delay on the part of the contractors or tradesmen or any third party engaged by the Owner not forming part of the Contract, holding up further progress of the work.
 - d. Non-availability of approvals in time, which are to be made available by the Owner, if any, during progress of the work.
 - e. Any other causes which, at the sole discretion of the Owner, is beyond the control of the Contractor.
 - III. A "Hindrance Register" shall be maintained by both the Owner and the Consultancy Firm at the Site to record the various hindrances, as mentioned above, encountered during the course of execution of the Contract.
 - IV. The Consultancy Firm may request the Owner in writing for extension of time within fourteen (14) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Owner may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Consultancy Firm in writing by the Owner through the Project Coordinator/Subsidiary Project Coordinator within one (1) month of the date of receipt of such request. The Consultancy Firm shall however make its best efforts to prevent or make good the delay by putting its endeavours constantly as may be reasonably required of it to the satisfaction of the Project Coordinator/Subsidiary Project Coordinator.



- V. Provisional extension of time may also be granted by the Project Coordinator/Subsidiary Project Coordinator during the course of execution, on written request for extension of time within fifteen (15) days of happening of such events as stated above, reserving the Owner's right to impose/waive LD at the time of granting final extension of time as per the Contract.
- VI. When the period fixed for the completion of the Contract is about to expire, the question of extension of the Contract may be considered at the instance of the Consultancy Firm or the Owner or both. The extension will have to be by the Consultancy Firm's agreement, expressed or implied.
- VII. In case the Consultancy Firm does not apply for grant of extension of time within fifteen (15) days of hindrance occurring in execution of the work and the Owner wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the CIL at its sole discretion can grant provisional extension of time even in the absence of application from the Consultancy Firm. Such extension of time granted by the CIL is valid provided the Consultancy Firm accepts the same either expressly or implied by its actions before or subsequent to the date of completion. Such extension of time shall be without prejudice to the Owner's right to levy compensation under the relevant clause of the Contract.

22.0 Intellectual Property Rights Indemnity:

- 23.1 The Consultancy Firm 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 Consultancy Firm in accordance with the Contract.
- 23.2 If any proceedings are brought or any claim is made against the Owner/ the subsidiaries arising out of the matters referred to in CC Clause No 23.1, the Owner shall promptly give the Consultancy Firm notice of such proceedings or claims, the Consultancy Firm 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 Consultancy Firm with the assistance, information, and authority reasonably necessary to perform the above.

23.0 Providing of Service:

Material/Equipment and other resources used by the Consultancy Firm for providing the desired services under the contract shall be governed by CC clause 17 on "Intellectual Property Rights (IPR)".

24.0 Force Majeure:

- 24.1 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Consultancy Firm, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:
- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - c. sabotage, embargo, import restriction, epidemics, pandemics, lockdown, quarantine, and plague; or



- d. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lighting or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation.
- 24.2 To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 24.3 Where the Consultancy Firm's Personnel are required to be present at Client's premises, the Consultancy Firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultancy Firm's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.
- 24.4 If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:
- the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
 - the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
 - the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/events; and
 - any other information relevant to the affected Party's claim.
- 24.5 The Party who has given such notice may be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time for commencement of services may be extended in accordance with CC Clause No 22.
- 24.6 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.
- 24.7 Any delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall not:
- constitute a default or breach of the Contract; and
 - (subject to CC Clauses No 25.2, 25.3, and 25.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 24.8 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.



24.9 In the event of termination pursuant to CC clause 26 on “Foreclosure and Termination”, the rights and obligations of the Consultancy Firm and the Owner shall be as specified in CC Clause No 26.

24.10 Notwithstanding CC Clause No 25.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Consultancy Firm under the Contract for the work done by the Consultancy Firm till the time of occurrence of such Force Majeure event.

25.0 Foreclosure, Termination, Exit Management Plan and Continuation of Part Services:

25.1 Foreclosure of Contract in full or part

- i. If at any time after issuance of the Work Order, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through Project Coordinator, shall give a thirty (30) days’ notice in writing to that effect to the Consultancy Firm, referring to this clause.
- ii. Upon receipt of the notice of foreclosure under CC Clause No 26.1(i), Consultancy Firm shall, either as soon as reasonably practical or upon the date specified in the notice of termination foreclosure, cease all further work, except for such work as the Owner may specify in the notice of foreclosure. for the sole purpose of protecting that part of the implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition,
 - a. The Consultancy Firm will not share any information/data with any third party and handover all such information/data in original form to the Owner at the date of termination/foreclosure.;
 - b. To the extent legally possible, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Consultancy Firm as of the date of termination of the Contract.
 - c. The Contractor will provide all necessary support and services for satisfactory exit of CIL from the contract as per CC Clause 25.3

25.2 Termination for Consultancy Firm’s Fault

- i. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Consultancy Firm, referring to this CC Clause No 26.2 (i):
 - a. if the Consultancy Firm becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Consultancy Firm or any of its assets, or if the Consultancy Firm makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Consultancy Firm before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Consultancy Firm, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Consultancy Firm, or if the Consultancy Firm takes or suffers any other analogous action in consequence of debt;
 - b. if the Consultancy Firm assigns or transfers the Contract or any right or interest therein in violation of the provision of CC Clause No 28 on “Assignment”; or



- c. if the Consultancy Firm, in the judgment of the Owner, has engaged in Prohibited Practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and / or licenses from the owner of such, hardware, software, or materials provided under the Contract.
- ii. If the Consultancy Firm:
 - a. has abandoned or repudiated the Contract;
 - b. has without valid reason failed to commence Service promptly;
 - c. has failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
 - d. refuses or is unable to provide sufficient Materials, Services, or labour to execute to provide the Service;

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Consultancy Firm stating the nature of the fault and requiring the Consultancy Firm to remedy the same. If the Consultancy Firm fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Consultancy Firm that refers to this CC Clause No 26.2(ii).

- iii. Upon receipt of the notice of termination under CC Clauses No 26.2 (i) or 26.2 (ii), Consultancy Firm shall, upon such date as is specified in the notice of termination:
 - a. Cease all further work, except for such work as the Owner may specify in the notice of termination;
 - b. Deliver to the Owner all drawings, specifications, and other documents prepared by the Consultancy Firm as at the date of termination in connection with the Service.
 - c. The Consultancy Firm will provide all necessary support and services for satisfactory exit of CIL from the contract as per CC Clause 25.3

25.3 Exit Management Plan

25.3.1 CIL will take the decision for proceeding with Module(s) 3 & 4 depending on the outcome of the Final Report of Module(s) 1 & 2, and therefore, reserves the right not to proceed with Module(s) 3 & 4, in case the outcomes of Module(s) 1 & 2 are not in the affirmative. However, if CIL decides not to proceed beyond Module(s) 1 & 2 then, the tenure of the contract may be terminated after completion of the initial period of one year after date issuance of Work Order.

25.3.2 The Consultancy Firm shall provide the Owner with an Exit Management Plan which shall deal with the processes to be followed on completion of the project. Such Exit Management Plan shall be presented by the Contractor / Consultancy Firm, while issuing the LETTER OF ACCEPTANCE, as a part of the Project Plan, and the same will be approved by the Owner or its nominated agencies. On completion of the project, the Consultancy Firm shall comply with the Exit Management Plan.

26.0 Deductions from Contract Price:

All costs, damages or expenses paid/ to be paid by the Owner for which under the Contract the Consultancy Firm is liable, will be claimed by the Owner. Such claims shall be paid by the Consultancy Firm within thirty (30)



days from the claim by the Owner, failing which money due or becoming due to the Consultancy Firm shall be recovered from the Contractor's bill/invoice.

27.0 Merger, Acquisition or Divestitures of the Consultancy Firm:

In case of merger, acquisition or divestiture of the Consultancy Firm, the acquiring/ 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.

28.0 Insurance to be taken out by the Consultancy Firm:

The Consultancy Firm shall take out 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 Consultancy Firm, 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 Consultancy Firm's property used in the performance of the Services and (ii) any documents prepared by the Consultancy Firm in the performance of the Services, by theft, fire or any natural calamity.
- c. Consultancy Firm shall carry or cause to be carried insurance covering all Consultancy Firm's equipment against loss or damage at all times.
- d. In addition to the above, the Consultancy Firm 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.

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

The Consultancy Firm 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 of Facilities and by reason of the negligence of the Consultancy Firm 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.

30.0 Limitation of Liability of Consultancy Firm:

- a. Consultancy Firm 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 Consultancy Firm 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, provided that this limitation shall not apply to any obligation of the Contractor/ Consultancy Firm to indemnify the Owner/ its subsidiaries under the Contract.

31.0 Severability:

If any portion of the Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of the Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

**32.0 Binding Effect:**

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

33.0 Survival:

Notwithstanding anything to the contrary written in the Contract, the rights, liabilities and obligations of the Owner and the Consultancy Firm which by their very nature survive termination shall survive termination or completion of the Contract; and 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.

34.0 Conflict of Interest:

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

35.0 Entire Agreement/ Waiver:

35.1 The Contract sets forth the entire agreement between the Owner and the Consultancy Firm, and supersedes all communications, negotiations and agreements (whether written or oral) of 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.

35.2 None of the provisions of the Contract shall be considered waived by either the Owner or the Consultancy Firm unless any of them gives such waiver in writing to the other. 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 Consultancy Firm from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with 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; or
- c. Failure by the Owner to properly notify the Consultancy Firm in the event of breach, except for any breach which according to provisions of the Contract has to be notified.

36.0 Amendment:

No amendment or other variations of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party to the Contract.



Section IV: SCOPE OF WORK

1.0 Project Overview:

Coal India Limited (CIL) is a Maharatna Public Sector Undertaking under administrative control of Ministry of Coal (MoC), Government of India. Maharatna status has been conferred by the Government of India to selected state owned enterprises for more autonomy and to empower them to expand their operations and emerge as global giants.

CIL is the largest coal producing company in the world. With headquarters at Kolkata, West Bengal, CIL has significant footprints all over India. CIL produced 602.14 MT (Provisional) of Coal in the FY 2019-20, accounting for nearly 83% of India's overall coal production. In India nearly 57% of primary commercial energy is fed through Coal, and CIL alone meets to the tune of 40% of this primary commercial energy requirement. Coal production operations in the company are carried out through seven coal producing subsidiaries. In addition, one subsidiary has been exclusively set up for mine planning and designing activities. Operating through 83 mining areas and spread over eight provincial states of India. CIL is an apex body with 7 wholly owned coal producing subsidiaries and 1 mine planning and Consultancy Company spread over 8 provincial states of India. CIL has operated across the entire coal business value chain including exploration, planning and design, operations, beneficiation and marketing.

CIL has feeds nearly 76% of total thermal power generating capacity of the Utility sector, while supplying coal at prices discounted to international prices, CIL has helped insulate Indian coal consumers against price volatility, made end user industries globally competitive, and has played a key role in "Make in India".

The vision of Coal India Limited is to place itself on a path of accelerated growth with enhancement in productivity, competitiveness and profitability while meeting the growing demand of coal in the country in an environmentally and socially sustainable manner.

As per 'Vision 2030', coal demand is likely to remain robust till 2030, while renewable energy will gradually provide greater contribution to the energy basket of the country. The conclusion of the study is that coal is expected to remain the bedrock of the energy supply for the country till 2030. Current demand of coal in the nation is about 900 MTPA and is likely to grow by over 50 % in this period in the most likely scenario. A significant proportion of this demand will be generated from the use of coal in the thermal power sector. The non-regulated sector comprising steel, cement, Captive Power Plants etc. would account for the remaining demand. New segments such as power demand from use of electric vehicles, new demand from Coal to Chemicals sector etc. would add to the existing demand.

2.0 General

Coal has long been the dominant player in the Indian energy market mix with nearly 76% share of the total generation. However, with significant changes happening in the energy sector, the future of coal remains uncertain. The imminent shift from conventional energy sources are pushing companies towards reorganization, as they look for entry into diversified sectors or change in portfolio. Many large conventional energy generation companies have already shifted focus towards renewables. Power generation and distribution companies are exploring peer-to-peer energy trade opportunities and e-mobility related services.

With this view CIL studied the long term prospects of the coal sector, evaluating future strategies and devising a long term vision up to 2030. This is critical and aimed at assisting policy makers and the coal companies in preparing future policies, regulations and strategies with a holistic understanding of different factors impacting the sector. As part of its future strategy, CIL is laying special emphasis on investments and capital allocation required for its core mining sector along with its supporting infrastructure. It is also focusing on capacity augmentation, introduction of alternate market structures, and possible diversification prospects and opportunities that the sector needs.



CIL's strategic objective is to increase its mining capacities calibrated to the growing industry demands, and expansion of its customer base by growing its supply and consumer base, meanwhile aggressively explore diversification of its sectoral and product portfolio.

In pursuit of diversifying its business interest, CIL has identified sectors aiming to establishing its industry leading presence across the Coal value chain from Production (augmenting production and strategic acquisition of assets), to Logistics to consumption (Power and other cleaner forms of coal consumption such as coal to chemical, etc.) Besides, CIL is also exploring the scope of diversification into areas of metal mining, power generation, renewable energy and coal gasification.

CIL is looking to engage a Business Transformation and Diversification Consultant ("Consultants") to carry focused assessment of the identified sectors, identify a market strategy and provide strategic insight followed by oversight, coordination and performance management of these strategic expansion initiatives. The primary objective of the Consultants would be to help ensure the delivery of the organisation's expansion objectives.

In view of this objective, Coal India Limited, invites sealed bids from international consultancy firms, for providing Consulting and Program Management Services for extending assistance in the areas of diversification and value addition.

3.0 Scope of work (SoW)

In the transient phase that coal sector companies find themselves in, they have been consciously looking at diversification options. While Coal India has dabbled in some diversification opportunities over the years in associated areas, the ventures have been of limited scale only. The Consultant is expected to identify and assess possible diversification and value addition opportunities in the following identified Sectors:

3.1 Diversification Areas

- 3.1.1 Surface coal gasification (SCG) based Coal-to-chemical Business [*hereinafter referred to as D1*]
- 3.1.2 Utility-scale thermal power generation (Coal) [*hereinafter referred to as D2*]
- 3.1.3 Solar power value chain (generation and backward integration) [*hereinafter referred to as D3*]
- 3.1.4 Aluminium Smelting [*hereinafter referred to as D4*]
- 3.1.5 Portfolio of non-fuel minerals through organic and inorganic growth [*hereinafter referred to as D5*]
- 3.1.6 Coal Bed methane (CBM) [*hereinafter referred to as D6*]
- 3.1.7 Mineral logistics (including exploring avenues for alternate logistic channels such as inland waterways, etc.) [*hereinafter referred to as D7*]
- 3.1.8 New Business Portfolio (based on emerging market dynamics other than those stated at 3.1.1 to 3.1.7 and study of new initiatives being taken up by Large Global Mining Companies, Large Global Conglomerates and other Maharatna Company) [*hereinafter referred to as D8*]

3.2 Value Addition Initiatives

- 3.2.1 EBIDTA Improvement Initiatives (Quick Wins) [*hereinafter referred to as V1*]
- 3.2.2 Shareholder value enhancement [*hereinafter referred to as V2*]
- 3.2.3 Any set of activities / process (physical / financial), in any domain, that adds value to the Company based on emerging business environment / market dynamics [*hereinafter referred to as V3*]

3.3 SoW: Diversification (Item D1 to D8)

The objective of SoW for Diversification Initiatives for activities area referred as D1 to D8 shall include, but not limited to, high level feasibility assessment, identification of success factors, possible



challenges and bottlenecks, key enablers, and high-level business plan with targets and key next steps towards each shortlisted opportunity.

Consultant shall explore areas (as referred in D8) which can add further value to CIL in order to generate greater and more sustainable revenues from its operations in times to come. The Consultant is expected to identify, prioritize and suggest the areas for such ventures into value addition for the company including the implementation roadmap and implementation support in a modular approach across above sectors.

It is envisaged that the entire focused study of the identified Sectors will be divided into following modules.

3.3.1 Module 1: Market research and Sectoral assessment

- 3.3.1.1 Global and Domestic outlook of the sector/industry from macro and micro perspective, opportunity size, scenario assessment over mid-term and long term horizon
- 3.3.1.2 Assessment of historical and the projected growth, competition intensity, margin structure, key raw material, demand supply scenario and major sectoral trends
- 3.3.1.3 Value chain assessment, downstream processing requirement and developmental risks
- 3.3.1.4 Regulatory, legal, economic and taxation landscape governing the sector and key challenges
- 3.3.1.5 Assessment of strategic relevance of the sector and potential to leverage CIL's core competencies, positional advantage and diversification goals

3.3.2 Module 2: Market entry strategy, Business modelling and Feasibility study

- 3.3.2.1 Detailed plan of various market entry scenarios, covering greenfield and brownfield approaches to capital investment, acquisition/ joint venture/ partnership route, investment size, revenue model, cost structure,
- 3.3.2.2 Identify capability gaps and formulate risk and mitigation strategy.
- 3.3.2.3 Key financial projections, Feasibility study and recommendation of the proposed capital structure and target operating model
- 3.3.2.4 Technological and operational Infrastructure
- 3.3.2.5 Develop business-wise and function-wise implementation plan detailing the sequence of key activities and business outcomes for the current business operation and the chosen business opportunities
- 3.3.2.6 The Consultant shall also design the organization structure for program management of diversification program
- 3.3.2.7 The feasibility analysis shall assess the organizational risk and cultural readiness of CIL for change and recommend an executable change Strategy
- 3.3.2.8 Design of tailored communications toolkit and plan to build awareness around project vision, scope and objectives
- 3.3.2.9 Analysis of skills, knowledge and behaviours required in the context of the overall vision of Coal India to diversify

3.3.3 Module 3: Bid process management and selection of Project implementation agency(ies)



- 3.3.3.1 The Consultant shall formulate a suitable Target Operating Model (identifying key process requirements, operational infrastructure, IT infrastructure, organisation structure, governance model, Operating KPIs/metrics, etc.) for operationalization of the identified strategies through project implementing agency. Create a suitable execution roadmap specifically identifying strategic initiatives required to be deployed.
- 3.3.3.2 Consultant shall undertake preparation of bid documents such as EOI, RFQ, RFP and Concession Agreement for the qualified sectors based on review of the feasibility reports prepared for the project. Assistance to CIL in conducting pre-bid meetings, preparing responses to the queries, etc.
- 3.3.3.3 Assistance to CIL in evaluation of bids received from bidders, assistance in final negotiations and signing of concession agreement with the project implementing agency.
- 3.3.4 Module 4: Program evaluation and Monitoring
- 3.3.4.1 The consultant is expected to put in place a Program Evaluation and Monitoring Organization (PEMO) capable of taking a regular update of actions being planned and executed across all sectors under the program – the PEMO is expected to be staffed with CIL core team and consultant’s professional staff.
- 3.3.4.2 The consultant shall assist in developing a process and timelines for filling up of identified positions
- 3.3.4.3 Consultant shall determine required reports and reporting standards, determine key benefit metrics and benefit reporting intervals
- 3.3.4.5 The consultant shall deploy a project management tool with necessary functionalities through which actions can be monitored – the tool should be able to interface with standard tools like MS Projects
- 3.3.4.6 Consultant shall guide the core team members in execution of the action plans as per the timelines decided and where necessary handhold the core team/implementation teams in the application of methodologies / tools to achieve targeted benefits
- 3.3.4.7 Any road-blocks and unforeseen challenges – internal as well as external to CIL - in execution of the program shall have to be suitably addressed and escalated where necessary
- 3.3.4.8 The consultant shall also recommend sustenance measures to ensure that the improvement achieved is sustained. These measures may include but are not limited to SOP refinement/redesign, work practice changes, KPIs – lead and lag indicators, revised measurement systems and governance policies, early warning systems and assessments

3.4 SoW: Value Addition (Item V1 to V3)

The Consultant shall explore areas which can add further value to CIL, beyond those identified as V1 & V2, in order to generate greater and more sustainable revenues from its operations in times to come. The Consultant is expected to identify, prioritize and suggest the areas for such ventures into value addition for the company including the implementation roadmap and implementation support in a modular approach across above sector.



It is envisaged that the entire focused study of the identified Activity(ies) will be divided into following modules.

3.4.1 Module 1: Identification of Value Addition Activity and Impact Assessment

3.4.1.1 Understand and Review the current Process / Activities in relevant business domain

3.4.1.2 Understand the Process Gap and suggest leading practices in peer industries

3.4.1.3 Identification of an Activity / Process that adds Value to the Company

3.4.1.4 Impact Assessment of Activity / Process on the Organisation along with Cost-Benefit Analyses.

3.4.1.5 Framing of a Financial Model along with the sensitivities showing the impact of the Activity / Process

3.4.1.6 Preparation of Assessment Reports bringing out overall Value Addition of the Process / Activity and its relevance for implementation along with timelines

3.4.2 Module 2: Framing of Implementation Plan

3.4.2.1 Integrate the findings of the Assessment Report [referred at 3.4.1.6 above)] of the Value Addition / Process into a comprehensive Implementation Plan.

3.4.2.2 The Consultant shall assess the organizational risk and cultural readiness of CIL for adopting a Value Addition and recommend an executable Strategy

3.4.2.3 Identify the "Internals Champions" for each theme of Value Addition who will drive the process of implementation in association with Consultants

3.4.2.4 The Consultant shall also design the organization structure for program management of Value Addition program

3.4.3 Module 3: Bid process management and selection of Project implementation agency(ies)

For operationalising the qualified Value Addition Process / Activities.

3.4.3.1 The Consultant shall formulate a suitable Target Operating Model (identifying key process requirements, operational infrastructure, IT infrastructure, organisation structure, governance model, Operating KPIs/metrics, etc.) for operationalization of the identified strategies through project implementing agency. Create a suitable execution roadmap specifically identifying strategic initiatives required to be deployed.

3.4.3.2 The Consultant shall undertake preparation of bid documents such as EOI, RFQ, RFP and Concession Agreement for the qualified sectors based on review of the feasibility reports prepared for the project. Assistance to CIL in conducting pre-bid meetings, preparing responses to the queries, etc.

3.4.3.3 Assistance to CIL in evaluation of bids received from bidders, assistance in final negotiations and signing of concession agreement with the project implementing agency

3.4.4 Module 4: Program evaluation and Monitoring



- 3.4.4.1 The consultant is expected to put in place a Program Evaluation and Monitoring Organization (PEMO) capable of taking a regular update of actions being planned and executed across all sectors under the program – the PEMO is expected to be staffed with CIL core team and consultant’s professional staff
- 3.4.4.2 The consultant shall assist in developing a process and timelines for filling up of identified positions
- 3.4.4.3 Consultant shall determine required reports and reporting standards, determine key benefit metrics and benefit reporting intervals
- 3.4.4.4 The consultant shall deploy a project management tool with necessary functionalities through which actions can be monitored – the tool should be able to interface with standard tools like MS Projects
- 3.4.4.5 Consultant shall guide the core team members in execution of the action plans as per the timelines decided and where necessary handhold the core team/implementation teams in the application of methodologies / tools to achieve targeted benefits
- 3.4.4.6 Any road-blocks and unforeseen challenges – internal as well as external to CIL - in execution of the program shall have to be suitably addressed and escalated where necessary
- 3.4.4.7 The consultant shall also recommend sustenance measures to ensure that the improvement achieved is sustained. These measures may include but are not limited to SOP refinement/redesign, work practice changes, KPIs – lead and lag indicators, revised measurement systems and governance policies, early warning systems and assessments

NOTE:

- (1) The Diversification initiatives (D1 to D8) and Value Addition initiatives (V1 to V3) are indicative in nature and may be replaced by other activities by CIL based on evolving business environment / market dynamics.
- (2) The activities envisaged under Module 1 to Module 4 for Diversification initiatives (D1 to D8) and Value Addition initiatives (V1 to V3) are indicative in nature and might undergo modification of scope that might need to be covered by the deployed resources of the consultants without any additional cost.
- (3) Not all the diversification and value-addition initiatives will require execution of all the modules. CIL shall intimate the deployed team about such details at a suitable time. CIL reserves the right to modify the scope of work as relevant. Further CIL may advise the bidder to augment or reduce team size, as necessary, with 1-month notice period.
- (4) For the purpose of scheduling of work, the following modalities shall be adopted:
 - i. The activities under Module 1 & Module 2 for D1, D2, D3, D4 & V1 shall be taken up in Phase 1



- ii. The activities under Module 1 & Module 2 for D5, D6, D7, D8, V2 & V3 shall be taken up in Phase 2 However, CIL retains the right to change the scheduling of the activities depending on the needs

3.5 Project Deliverables and Timeline

Consultant shall strictly adhere to the project timelines and shall make presentation on the work plan and progress through MIS reporting to CIL during the tenure of engagement. The commencement of work shall start from the date of issuance of Work Order (WO), hereinafter referred to as "T":

Table 16: Deliverable & Timelines

Module		Submission of Draft Report	Submission of the Final Report
Module-1	PHASE-I	(T+2) Months for Activities: D1, D2, D3, D4 & V1.	Within (T+3) Months.
Module-2		(T+5) Months for Activities: D1, D2, D3, D4 & V1, subject to receiving concurrence from CIL on the Module-1 Final Report to proceed for Module-2.	Within (T+6) Months.
Module-1	PHASE-II	(T+8) Months for Activities D5, D6, D7, D8, V2 & V3.	Within (T+9) Months.
Module-2		(T+11) Months for Activities: D5, D6, D7, D8, V2 & V3, subject to receiving concurrence from CIL on the Module-1 Final Report to proceed for Module-2.	Within (T+12) Months.
Module-3		CIL will take the decision for proceeding with Module(s) 3 & 4 depending on the outcome of the Final Report of Module(s) 1 & 2, and therefore, reserves the right not to proceed with Module(s) 3 & 4, in case the outcomes of Module(s) 1 & 2 are not in the affirmative. In case, CIL intends to proceed with Module(s) 3 & 4, timelines and start date shall be formulated on the basis of mutual discussion between the Consultancy Firm and CIL.	Module-3 & Module-4 shall be completed within (T+12) Months from receiving concurrence from CIL based on the Final Report of Module-2. However, CIL may increase the duration of the contract for a further period of up to 12 Months and for up to another 12 Months thereafter (i.e. up to maximum period of 2 Years from the initial contract period).
Module-4			

Note :

Module-1 & Module-2 will be executed seamlessly. If CIL decides to proceed further with Module-3 & Module-4, based on the need, then Module(s) 3 & 4 are to be carried out seamlessly too.

The activities envisaged under Module-1 to Module-4 for Diversification Initiatives (i.e. D1 to D8) and Value Addition Initiatives (i.e. V1 to V3) are indicative in nature, and the Scope might undergo modification which is to be carried out by the deployed resources of the Consultancy Firm without any additional cost.

4.0 Eligibility Criteria:

4.1 General Requirement:



- 4.1.1 The Bidder shall be a Consultancy Firm/ Company. Any form of consortium or sub-contracting is not allowed under this Bid.
- 4.1.2 The Bidder shall be a legal entity registered in India under relevant Act. The Bidder may also be branch office of any foreign entity registered in the country of incorporation with permission from RBI to operate in India.
- 4.1.3 The Bidder should not be blacklisted by any Government or Quasi-Government agencies or Public Sector Undertaking (PSU) including CIL and its subsidiaries.
- 4.1.4 The Bidder in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
- 4.1.5 The Bidder in its name shall have Service Tax Registration Number (PAN based) in India.

4.2 Documentary Evidence

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

- 4.2.1 Name, address & contact details of the Bidder as registered and its status.
- 4.2.2 Registration No. and Year of registration.
- 4.2.3 Confirmation about blacklisting & conflict of interest of the Bidder.
- 4.2.4 Confirmation about RBI permission (in case of foreign entity please refer 3.1.2 above)
- 4.2.5 PAN & Service Tax Registration Number (PAN based).
- 4.2.6 General information of the Bidder. Fill up Annexure-V and scanned copy of relevant documents.

4.3 Work Experience

4.3.1 Minimum Technical Qualification Requirement.

The bidder should have successfully completed at least two (2) assignments comprising of similar work as defined in Table 10 in the areas listed below under sub-clause no. 4.3.1.1, 4.3.1.2, 4.3.1.3, 4.3.1.4 & 4.3.1.5, where the fees (excluding applicable taxes) of each assignment is not less than INR 23 Lakh (Indian Rupees Twenty Three Lakh) or equivalent in other currencies, for any company during the last 7 years, from 01-Apr-2013 to 31-Mar-2020. Of the above said 10 (Ten) assignments at least one assignment shall be in the Coal sector.

- 4.3.1.1 Coal and /or major mineral and / or metal extraction (except steel & ferro-alloy).
- 4.3.1.2 Thermal Power Generation
- 4.3.1.3 Solar Power Value Chain (generation and backward integration)
- 4.3.1.4 Mineral Logistics
- 4.3.1.5 EBITDA Gains / Cost Reduction

4.4 Experience of Additional Work

Over and above the minimum experience furnished under 4.3.1 above, there shall be weightage for additional experience. For successfully completed assignment comprising of similar work (as defined in Table 10) where the fees (excluding applicable taxes) of each assignment is not less than INR 23 Lakh (Indian Rupees Twenty Three Lakh) or equivalent in other currencies in any Company in the last 7 years, from 01-Apr-2013 to 31-Mar-2020, in the areas listed above under 4.3.1.1 to 4.3.1.5, bidder may submit total 10 additional assignments subject to maximum four (4) assignments in any one area listed under 4.3.1.1 to 4.3.1.5. If any bidder submits more than 10 assignments, only the first 10 (Ten)



assignments, as per serial numbers, viz. assignments as per serial number furnished by the bidder, will be considered for evaluation. The table format for submission shall be as per table given below:

<i>Sl. No.</i>	<i>Work Experience category as listed in 4.3.3.1 to 4.3.3.5</i>	<i>Project title / brief description</i>	<i>Value of the Project</i>	<i>Duration of the Project</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

The **documentary evidence** to this effect comprise of :

- 4.4.1 Copies of work orders and self-certified completion certificates as per format in Annexure - along with other supporting document(s), if required, issued by the client containing at least following specific details of each of the assignments:
- 4.4.1.1 Nature & scope of work/services;
 - 4.4.1.2 Specific work value;
 - 4.4.1.3 Completion date of the work.
- 4.4.2 In case experience of any previous entity (which has been acquired by or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.
- 4.4.3 Bidder should upload a job completion certificate / self-certified certificate duly signed by their auditor clearly indicating the customer's name & address, contact number, date of completion (DD/MM/YYYY), value of the contract, to the effect that the bidder has satisfactorily fulfilled the contractual obligation during last 7 years from the date of tender opening.
- 4.4.4 In case bidder is not in a position to submit the completion certificate copy due to confidentiality agreement, a copy of such agreement should be uploaded along with the self-certified copy.
- 4.4.5 CIL reserves the right to verify completion certificate / self-certification.
- 4.4.6 Reference number & date of the work order and completion certificates of the assignment.
- 4.4.7 Scanned copy of documents related to work experience of the Bidder.
- 4.4.8 Financial turnover for the last three financial years. Name and membership number of the Statutory Auditor/Chartered Accountant, as applicable, issuing financial turnover certificate.
- 4.4.9 Scanned Copy of document related to financial turnover.

4.5 Minimum Financial Qualifying Requirement

The Bidder in their name must have achieved a minimum average annual financial turnover of INR 500 crore from consultancy and/or advisory services during the financial years 2016-17, 2017-18 and 2018-19.

4.6 Key Personnel Strength



The Bidder must possess on their payrolls on the date of submission of bid as full- time employees, with requisite qualification and experience as given under the Tables below.

4.6.1 Site Professionals

The bidder shall provide 4 (four) Site Professionals who shall be deputed on full time basis at CIL HQ, Kolkata for a period of 2 years from date of issuance of Work Order, to carry out the activities stated under Module 1 & Module 2, within the timeline, and for the set of activities as detailed out in the table mentioned under Clause 3.5 of this Section. The requisite qualification and experience are stated below

Table 5 : Site Professional Qualification

#	Project Designation	Requisite Qualification
1	Project Leader	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 12 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector / metal extraction (except steel & ferro-alloy)
2	Project Manager	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 10 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector/ metal extraction (except steel & ferro-alloy)
3	Project Associate - Technical	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 5 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector/ metal extraction (except steel & ferro-alloy)
4	Project Associate - Finance	Chartered Accountant / MBA or equivalent qualification in Finance from a reputed institute, with at least 5 years of professional experience on the date of submission of bid with relevant experience as stated in Module 1 to 4 for diversification and/or value addition initiatives in coal & major mineral/ power/ logistics/ renewable energy sector/ metal extraction (except steel & ferro-alloy)

4.6.2 Specialist



The bidder shall provide 6 (six) Specialist Professionals who shall render consultancy assistance as and when required to carry out the activities stated under Module 1 & Module 2, as well as for the Module 3 & Module 4, within the timeline, and for the set of activities as detailed out in the table mentioned under Section 3.3, 3.4 & 3.5. The requisite qualification and experience are stated below

Table 6 : Qualification criteria of Specialist

#	Project Designation	Requisite Qualification
1	Specialist – Coal & Major Mineral	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of professional experience on the date of submission of bid with relevant experience in coal & major mineral sector for activities as stated in Module 1 to Module 4
2	Specialist - Thermal Power	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation and implementation/ project management experience in the thermal power sector (as stated in Module 1 to Module 4).
3	Specialist - Solar Energy	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation and implementation/ project management experience in the Solar energy sector.
4	Specialist - Logistics/ Transportation	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with experience in Logistics infrastructure (rail, port and shipping)/ transportation related policy/ feasibility assessment/ operations in the coal/ mineral/ power/ port sector
5	Specialist - Growth Strategy / Capital Project Management	Chartered Accountant / Engineer with MBA or equivalent from a reputed institute with at least 15 years of experience on the date of submission of bid with experience in the area of EBIDTA improvement / Profit improvement / operations improvement / Business process re-engineering / business excellence / operational excellence / process improvement / revenue enhancement / cost optimisation / continuous improvement programme in the coal / major mineral sector.



#	Project Designation	Requisite Qualification
6	Specialist – Chemical/ Process Industry	Engineer with Masters' Degree or MBA or equivalent / Masters' in Science from reputed institute, with at least 15 years of experience on the date of submission of bid with policy, regulatory, strategy/ policy formulation and implementation/ project management experience in the Fertilizers / Chemicals / Oil & Gas Sector/Metal extraction (except steel & ferro-alloy)

The bidder must possess at least 4 out of 6 Specialists and 4 out of 4 Site professionals on their payrolls (fulltime employee) on the date of submission of bid, with requisite qualification and experience as given in the Tables:

Note:

The documentary evidence to this effect would be self-attested CVs duly countersigned by the authorized representative of bidding company.

Additional resources may be deployed by the consultant to execute the scope of work as specified in this NIT. All the above profiles must be below the age of 65 years.

5.0 Clarification of Bid Documents:

- 5.1 If the bidder is a network of firms or, a network of firms of which some firms are governed by Institute of Charter Accountant of India (ICAI) rules, credentials of member firms of the bidder from across the globe and India, shall be admissible. Further, credentials of any firm acquired by the bidder shall also be admissible. The bidder should furnish evidence in support of such acquisition.
- 5.2 Work experience of the Parent entity of the bidder may be considered provided. parent entity has at least fifty-one (51) percent stake in the Bidder's entity.
- 5.3 Work experience of the Subsidiary entity of the bidder may also be considered, provided Bidder's entity has at least fifty-one (51) percent stake in the Subsidiary entity
- 5.4 Work experience of parent's parent entities or any associate entity of the Bidder shall not be considered
- 5.5 Both work orders and satisfactory completion certificates issued by the client are to be submitted. The completion certificate should contain completion date and reference to the work order. For completion certificate, separate certification from statutory auditor of the Bidder for work value and completion date may also be considered, provided the statutory auditor explicitly states the date of completion and the total amount received including the final bill settlement for the specific work.
- 5.6 If work order or completion certificate are not very explicit, separate certification from the client may be considered.
- 5.7 For claiming above experience, a Bidder can only claim one experience per assignment/work order, irrespective of number of mines or sectors covered under such assignment/work order.
- 5.8 Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.
- 5.9 In a multi-year support assignment that is under progress for more than a year, certificate of successful completion of at least one year and satisfactory progress should be obtained.



- 5.10** 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.
- 5.11** The references to the documents submitted as evidence for qualification criteria should be mentioned by specifying the relevant page number(s); wrong references of evidences may not be evaluated.
- 5.12** Particulars of each of the assignments including title of the assignment, name of the client, completion date and specific work value.
- 5.13** A declaration with regards financial strength showing financial turnover from consultancy and/or advisory services during the financial years 2016-17, 2017-18 & 2018-19 duly signed by a Statutory Auditor/ Chartered Accountant and countersigned by the authorized representative of the Bidder.

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

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

Dear Sirs,

Sub: Tender No. CIL/CV/Consultant/2020/RFP/4444 Dated 06-08-2020.

eTender ID: 2020_CIL_xxxxxx_1

1. Having examined the Bid Documents including addenda/corrigenda, if any (insert numbers), we, the undersigned,, being the authorised representative of M/s offer to "Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition" as detailed in Scope of Work (SoW) & 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.

2. We are offering the following against this subject cited tender:

Sl. No	Description	Offered Product/ Service
1.	Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition	

3. 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.
4. We confirm that until the formal Contract Agreement is prepared and executed, this bid together with your LOI/WO and the other Contract Documents, shall constitute the binding contract between us.
5. 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.
6. 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.



7. 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.
8. 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.
9. 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 Security Deposit/EMD and banning of our company, including its subsidiaries as per provisions of law.
10. We, hereby, declare that only the company, persons or firms interested in this Bid as principal are named, herein, and that no other company, persons or firms other than those mentioned herein, have any interest in this Bid or in the contract to be entered into, if we are awarded the Contract, and that this Bid is made without any connection with any other person, firm or party likewise submitting a Bid and that this Bid 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 authorized 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 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 “Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition” 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 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 Bids 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 of High Court of Calcutta.

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: Price Bid/ BOQ Format**

Price Bid/ BOQ Format (Actual sheet to be downloaded from the portal)

A. Lump Sum Man-month rate including site professionals

	Category (a)	Number (b)	Average man-month rate INR (excluding statutory taxes like GST, etc.) (c)	Price for man-month (exclusive of taxes) for engagement for 1 Year (d) = (b) × (c) × 12
1	Site Professionals to be deployed full-time at CIL, Kolkata			
1.1	Project Leader + Project Manager	2	(MMR1)	$X1 = 12 \times 2 \times \text{MMR1}$
1.2	Project Associate (Tech+Fin)	2	(MMR2)	$X2 = 12 \times 2 \times \text{MMR2}$
			Total	(X) = (X1) + (X2)

B. Man-day rate of specialist

	Category (A)	Per man-day rate (excluding statutory taxes like GST, etc.) (B)	Estimated Man-days for the purpose of Evaluation (C)	Price for man-days (exclusive of taxes) (D) = (C) × (B)
1	Towards visit of Specialists with 15+ Years' Experience at CIL, Kolkata or any other place with approval of CIL	MDR1	108	$d1=108 \times \text{MDR1}$
2	Towards visit of Specialists with 10-15 Years' Experience at CIL, Kolkata or any other place with approval of CIL	MDR2	1080	$d2=1080 \times \text{MDR2}$
3	Towards visit of Specialists with 5-10 Years' Experience at CIL, Kolkata or any other place with approval of CIL	MDR3	2160	$d3=2160 \times \text{MDR3}$
			Total	(Y) = (d1)+ (d2)+ (d3)

Note : The bidder has to quote rates (MMR1, MMR2, MDR1, MDR2 & MDR3). The total price (X+Y) for all the items together will be considered for evaluation.

**ANNEXURE-V : GENERAL INFORMATION ABOUT THE BIDDER**

(Ref Clause Error! Reference source not found.of Section-1)

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of the Bidder's entity	
ii)	Legal Status	
iii)	Year of incorporation of the Bidder entity (under relevant Act)	
iv)	Registration Number of the Company (under relevant Act)	
v)	a) Postal Address of the Registered Office b) Telephone no.(s) c) Fax no(s) d) Web site, e-mail, if any e) Address of Regional / Local Office, if any	
vi)	a) Name of the authorized Representative b) Designation c) Postal address d) Telephone no. e) Fax no(s) f) Web site, e-mail address	
vii)	Banker's name & address	
viii)	Permanent Account No.(PAN)	
ix)	Service Tax Registration number in India	
x)	Any other information	

(Certified copies, as applicable, to be attached)

Date :

Place :

Authorized Signature

Name & Designation



**ANNEXURE VI: UNDERTAKING FOR NOT BANNED/DELISTED BY CIL/SUBSIDIARIES
(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

Date: DD/ MM/ YYYY

To

GENERAL MANAGER (CV&IC)

Coal India Limited

Coal Bhawan, Premises no 04 MAR

Plot no AF-III, Action Area -1A, New Town

Rajarhat, Kolkata - 700 156

Dear Sir/Madam,

We hereby certify that we are not banned/ delisted by CIL or any of its subsidiaries.

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 VII: 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 fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / 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 are not banned or de-listed by any Govt., or Quasi Govt. Agencies or PSUs as on date of the submission of bid.

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 Earnest Money/SD and banning/ delisting of our firm and all partners of the firm etc.



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 "Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition."

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.

WHEREAS

..... (Name and address of the Contractor) (Hereinafter called "the Contractor"), has entered into a Contract made as per letter of acceptance.....dated..... (Hereinafter called the said Contract) with (Name of the Company) (Hereinafter called "the Company to execute (Name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

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

We..... (Name of the Bank) having its branch/office at..... have, at the request of the Contractor, agreed to furnish this bank guarantee by way of performance security.

NOW, THEREFORE, we the....., herein after called the "Bank" do hereby, unconditionally and irrevocably, guarantees and affirms as follows:



1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
7. that the Bank shall not to 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.
8. 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 a period of sixty (60) months from the date of issuance of LOA.



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, 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**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part¹ ;

AND

2. [●], a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at [●], (hereinafter referred to as the "**Contractor**", which expression shall, unless repugnant to the context or meaning thereof; include its successors, administrators, executors and 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 "**Engagement of Consultancy Firm for Providing Consultancy and Program Management Services to Coal India Limited for Diversification and Value Addition**" (hereinafter called the "Works") 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 Works 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 Works 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 Works 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:
 - (i) LOI/ work order;
 - (ii) Notice to proceed with the Work;
 - (iii) Contract Documents;
 - (iv) Specifications where such specifications form part of the Bidding Documents;



- (v) Bill of Quantities;
- (vi) Scope of work;
- (vii) Pre-contract Integrity Pact;
- (viii) Any other document listed in the Bid Documents/ Contract as forming part of the Contract; and
- (ix) All correspondences exchanged between the Employer and the Contractor in relation to the Contract subsequent to the issue of the LOI.

5. For the purposes of clause 5 (Notices) of the Conditions of Contract (Section III) the address of the Parties are as follows:

(a) If to the Employer:

Address:	[●]	Facsimile no:	[●]
E-mail address:	[●]	Kind Attention:	[●]
Mobile no:	[●]		

(b) If to the Contractor:

Address:	[●]	Facsimile no:	[●]
E-mail address:	[●]	Kind Attention:	[●]
Mobile no:	[●]		

6. The Contractor shall be paid the Contract Price, being Rs. [●] (Rupees [●]) 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 _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Signature of Witness
(Name, address & Date)



APPENDIX - 3

कोल इंडिया लिमिटेड

(एक महारत्न कंपनी)

सामग्री प्रबंधन विभाग

कोल भवन, प्लॉट सं.-ए.एफ-३, एक्शन एरिया-१ए

न्यू टाउन, राजरहाट, कोलकाता - ७००१५६

फ़ोन: ०३३-२३२४ ४१२७, फ़ैक्स: ०३३-२३२४ ४११५

वेबसाइट: www.coalindia.inईमेल: gmmm.cil@coalindia.in**COAL INDIA LIMITED**

(A MAHARATNA COMPANY)

Materials Management Division,

Coal Bhavan, Premises No.04, Action Area 1A,

New Town, Rajarhat, Kolkata-700156

PHONE: 033-2324 4127, FAX: 033-2324 4115

Website: www.coalindia.inE mail: gmmm.cil@coalindia.in

संक्र०: CIL/C2D/Purchase Manual/2020/178

दिनांक: 28.07.2020

कार्यालय आदेश**विषय: Restrictions on Public Procurement from certain countries**

The following Office Memorandums of Department of Expenditure, Ministry of Finance on the subject are being issued for information and compliance:

1. OM no. 6/18/2019-PPD dated 23.07.2020 amending Rule 144 of GFR, 2017;
2. Order (Public Procurement No. 1) dated 23.07.2020 restricting bidders from certain countries under Rule 144(xi) of GFR, 2017;
3. Order (Public Procurement No. 2) dated 23.07.2020 providing exclusion from the restriction; and
4. Order (Public Procurement No. 3) dated 24.07.2020 providing clarification to Order-1 above.

Encl.: As above

तुषार 28/7/2020

(तुषार कांत मिश्रा)

महाप्रबंधक (सामग्री प्रबंधन)

सुधा

वितरण:

१. सी.एम.डी, बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
२. निदेशक (तकनीकी)/निदेशक (वित्त)/निदेशक (विपणन)/निदेशक (कार्मिक), सीआईएल
३. निदेशक(तकनीकी), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. महाप्रबंधक, नार्थ ईस्टर्न कोलफील्ड्स
५. सीआईएल के अध्यक्ष के तकनीकी सचिव
६. महाप्रबंधक(सिविल)/महाप्रबंधक(सीएमसी)/महाप्रबंधक(वित्त)/महाप्रबंधक(प्रशासन)/महाप्रबंधक(ईईडी)/महाप्रबंधक (उत्पादन)/महाप्रबंधक(दूरसंचार)/महाप्रबंधक(प्रणाली)/महाप्रबंधक(सी&एफ)/महाप्रबंधक(सीवी), सीआईएल
७. महाप्रबंधक (सा/प्र), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
८. महाप्रबंधक (वित्त), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. सा प्र विभाग, सी.आई.एल के सभी अधिकारीगण

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

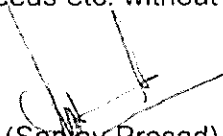
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

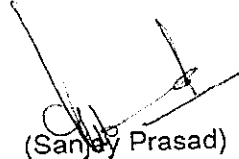
Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.


Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.


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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi