Ref no: CIL/BD/CM&IC/2026-27/Tender/__ Date: __/06/2026

Technical Specifications and Scope of Work

Tenders are invited on-line on the website https://gem.gov.in from the identified Bidders. The registration should be in the name of bidder for Company registered under Companies Act or Limited Liability Partnership under Limited Liability Partnership Act.

Technical Specifications and Scope of work: Hiring of a Reputed Consultant for Formulation of CIL's Business Development Strategy.

1. INTRODUCTION

<table>
<tr><td>Description of work</td><td colspan="3">Formulation of CIL's Business Development Strategy.</td></tr>
<tr><td>Duration of Contract</td><td colspan="3">2 Years (further extendable by one) from the zero/ effective date. (For the purpose of bidding only 2 years are to be considered, contract extension is subject to the requirement and satisfactory performance in previous two years.)</td></tr>
<tr><td colspan="4">One of the Partners of the firm will be responsible for delivery in this engagement, he/ she will be required to visit CIL office, Kolkata on monthly basis for review of the engaged team and to brief the top management on the progress being made.</td></tr>
<tr><td>Manpower Requirement</td><td>Minimum Qualifications Required</td><td>Professional Relevant Experience Required</td><td>Expected Number of man-month</td></tr>
<tr><td>Strategy Expert</td><td>MBA with elective/ major/specialization/concentration in strategy related courses.</td><td>8+</td><td>Entire duration of contract</td></tr>
<tr><td>Value Chain Expert</td><td>MBA with B.Tech in Metallurgy/ Mineral Processing</td><td>5+</td><td>Entire duration of contract</td></tr>
<tr><td>Operations Expert</td><td>MBA with Bachelors in Chemical Engineering</td><td>5+</td><td>Entire duration of contract</td></tr>
<tr><td>Finance Expert</td><td>CA/ MBA with specialization in Finance</td><td>5+</td><td>Entire duration of contract</td></tr>
</table>

Energy Expert	MBA with elective/ major/specialization/concentration in Energy or Natural Resources related courses	5+	Entire duration of contract

2. **BACKGROUND:**
    - **a.** Coal India Limited (CIL) is the world's largest coal mining company and plays a vital role in ensuring the country's energy security.
    - **b.** CIL is currently having a revenue of approximately USD 17 Billion and has ambition sustaining and expanding the same, for this CIL aims to strategically diversify and expand into high-potential growth areas for achieving this exponential growth.
    - **c.** Though a lot of new areas of potential growth are coming up, CIL has identified Critical Minerals, Coal to Chemicals, Solar and Energy (with a special emphasis on Thermal, nuclear, wind, energy storage, etc.) sector as primary areas to diversify into.
    - **d.** Against this background, CIL invites Expression of interest from reputed Consultants for devising strategies for fulfilment of the above objective.
    - **e.** The Consultant needs to devise strategies and roadmaps for venturing into the above mentioned sectors but should not restrict itself to the above four and shall also put up to the top management a detailed analysis of other areas of potential growth.

3. **<u>DETAILED SCOPE OF WORK</u>**
    - a. Devising strategies and roadmaps for venturing into (but not restricted to) Critical Minerals and other minerals, Coal to Chemical, Solar and Energy (with special emphasis on Thermal, nuclear, wind, energy storage, etc.) businesses and also advising the top management on other areas of potential growth and contributions towards fulfilment of government's objectives such as "Net-Zero emissions", "National Critical Minerals Mission", etc.

    - b. **Key Activities**: Will include (but are not restricted to) the following:

Sl. No.	Broad Activity	Key Activities

1	Strategic Advisory	• Buildup of potential Business Portfolio Composition by 2035 based on estimate of energy and renewables (aligned with the sectors mentioned in 3(a)).
		• Estimation of resources and allocation thereof to potential Business Portfolio Composition.
		• Segregation of projects under potential Business Portfolio Composition in following manner:
		  o Strategy for Quick Wins i.e. Projects that can be started at the earliest,
		  o Strategy for medium-term projects (1-5 years),

		o Strategy for long-term projects. • Identify potential M&A (in promising geographies), PPP, JV, etc. partners and establish CIL's contact with these partners in terms of preparing initial transaction/ deal pitch (consultant for execution of transaction after acceptance of initial pitch by concerned parties, may be engaged separately). • Strategy for restructuring of businesses in terms of demerger, IPO, SPV, monetization, entering into new business, M&A, etc. and alignment of organization thereof. • Strategy refresh and course correction, if required. • Assist in preparing annual health checkup (strategic review) of the company. • Assist in preparing material for board strategy meet and action points thereafter. • **Strategy for talent required to achieve potential Business Portfolio Composition.**
2	Regular Reporting and Advisory	• **Strategic Blueprint**: Creation of strategic blueprint for CIL including exploring and advising on new business areas. • **Executive-Level Reports**: Prepare reports at regular intervals for senior executives, summarizing strategic insights, global best practices, policy updates, technical assessments and market analyses. These reports will include concise executive summaries and actionable insights for decision-making considering CIL's position. • **Comprehensive Knowledge Repository**: Establish a digital knowledge repository containing all reports, fact packs and insights for decision-making considering CIL's position. • **Strategic Advisory & Rapid Response Support**: The consultant shall on a short notice basis be responsible for providing actionable insights on the topics requiring strategic direction for the company pertaining to focus areas. This shall include discussion with Top management/ senior executives on findings, recommendations and comprehensive reports as needed. • Assisting CIL is responding promptly to Ministry/ statutory authorities on Strategic/ Policy Matters. • Designing appropriate dashboard for top management.

		Assis in preparing briefing to management relating to any development having bearing on the strategy of CIL.
3	Client Engagement and Stakeholder Communication	**Regular Executive Briefings**: Conduct regular briefings as per requirement to present key findings, discuss emerging risks and opportunities and refine recommendations based on ongoing feedback from CIL's leadership. **Leadership Roundtables and Strategic Workshops**: Organize roundtable discussions and workshops with CIL's senior management and focus area leaders to align strategic priorities, share insights and develop collaborative action plans pertaining to the focus areas.
4	Customized Reporting and Insights	**Strategic Insights and Mega-Trends Monitoring**: Comprehensive analysis and tracking of emerging global mega-trends (e.g. energy transition, geopolitical shifts, climate policies, etc.) and their impact on CIL's strategic focus areas. Deliver regular reports as per requirement identifying actionable insights and risks, with recommendations for mitigation and capitalization strategies for topline/ bottom-line growth from non-coal business. **Micro and Macro-Economic Indicators**: Develop detailed macroeconomic and microeconomic outlook reports, focusing on aspects like pricing trends, inflation, energy demand shifts and foreign exchange movements with clear implications for CIL's business strategies. **Competitor Intelligence**: Prepare competitive benchmarking with global best practices and insights, analyzing the operational performance, technological advancements and strategic initiatives of key competitors across each focus area, both domestic and international. The deliverables shall have actionable insights pertaining to CIL's strategy. **Market Trend and Pricing Analysis**: Prepare regular reports as per requirements on market outlook covering price trends in critical minerals, renewables and other important commodities. This would include projections and potential market disruptors with specific focus on their impact in CIL's current portfolio.

		• **As-is Assessment**: Critically analyse as-is business areas and suggest course correction, if required. This will also include optimization of major cost elements. • Assist in periodic review of projects taken up based on advice of consultant.
5	Technical and Operational Advisory	• **Technology and Infrastructure Assessment**: Deliver detailed assessments of current and future technological trends in the focus areas, along with a capability gap analysis for CIL. This would include examining emerging technologies as per requirements of CIL. • **Operational Risk Analysis**: Prepare risk assessment reports highlighting potential risks, such as supply chain disruptions, technical challenges or geopolitical tensions with potential impact on CIL's position. This will also include mitigation strategies to reduce operational and financial exposure. • Assist in Developing **Trading Desk** (focus on import of Critical minerals and related and other essential technologies). o Gather information on Trading Desks being run by other major international players, in related fields. o Develop Trading Desk, as per requirements of a public sector set up.
6	Policy and Regulatory Updates	• **Global and Domestic Policy Tracker**: Develop a comprehensive policy tracker, wherever required, that monitors policy developments related (but not limited) to energy, climate change, critical minerals, renewables, etc. The tracker will include an analysis of the implications of key policy changes and strategic recommendations of CIL to align with or capitalize on these changes. • **Government Initiatives and Funding Opportunities**: Identify and summarize government support schemes, subsidies and funding opportunities for CIL's focus areas. Prepare proactive proposals to leverage such support in alignment with CIL's strategic initiatives. • **Policy and Regulatory Framework**: The consultant shall also be responsible for providing suggestions/ updations in the existing policy/ regulatory framework for improving

		CIL's businesses in-line with Government of India's strategy thinking.
The engagement may also require preparation of deliverables based on management requirement at very short notice [few hours to few days].		

4. Payment Schedule and Deliverables:

The above mentioned key activities must be delivered in the form of following deliverables**:**

Module	**Subject**	**Payment**
Module- 1	Monthly Reporting	10% of the lumpsum amount (P1)
Module- 2	Strategy Formulation	30% of the lumpsum amount (P2)
Module- 3	Implementation	60% of the lumpsum amount (P3)
Total		P1+P2+P3=P

For Module-1 following will be the deliverables:

Sl. No.	**Deliverables**	**Timeline**	**Payment**
1.	Monthly Reports	Monthly	Payment will be released on monthly basis by distributing P1 evenly throughout the duration of the contract.

Note: All monthly reports must cover the aspects mentioned in the Key Activities above along with a separate section detailing the tasks carried out by the consultant on the "need-basis" for the Procuring Entity (detailed in the above mentioned "Key Activities"). The Partner responsible for delivery of the project must brief the top management on the reports (through a presentation). The report must be signed by the partner responsible for the project along with the members of the engaged team.

For Module- 2:

Sl. No.	**Deliverables**	**Timeline (months from zero/ effective date)**	**Payment (as a fraction of P2).**
1.	Submission of baseline or "As-is Assessment and ambition setting" Report	1	$1/4^{th}$
2	Opportunity Identification and Short-listing Report	3	$1/4^{th}$
3	Business Case Development Report and Board Approval	5	$1/4^{th}$
4	Operating Model & Implementation Kick-off	6	$1/4^{th}$

For Module- 3:

Deliverables and Payment Schedule will be finalized with the consultant once the Strategy and Operating Model has been approved by CIL.

Note:

I. Any model developed for assessing the Financials shall be the property of CIL & the same shall have to be submitted to CIL.

II. All the data/reports/files/drawings generated during resource and financial modelling by the bidder using any mine planning software should be submitted to CIL in the soft-copy form.

III. Requirement of report/documents may vary depending upon the availability of data or documents along with various proposals.

4.2. The consultant will also assist CIL in any discussion with the potential parties related to the project and way forwards.

4.3. Other Conditions: The above specified scope of work is indicative and not exhaustive and the bidder is deemed and obliged to provide all necessary equipment/ infrastructure/ accessories and/or services within the quoted cost for successful implementation/ completion of the entire work scope / project as the case may be.

5. Time schedule of Tender

a. Bid Start Date/Time: Will be Defaulted To The Date/Time when Bid is Published

b. Bid Duration: 21 Days

c. Bid End Date/Time: 21*24 hrs from the Bid Start date/Time

d. Bid Opening Date/Time: 30 Min after Bid End Date & Time / Date & time mentioned in the GeM Bid Document

e. Seek Clarification/Representation: As per GeM Portal

Note:

i. The work is not splitable.

ii. If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be auto-extended at the time of bid opening as per GeM functionality for a period of four days.

- Last date of submission of Bid
- Date of opening of Tender.

If any of the above extended Dates falls on Sunday/Holiday i.e., a non-working day then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.

iii. After extension, the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.

iv. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.

v. The validity period of the tender should be decided based on the final end date of submission of bids.

vi. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

vii. It is the bidder's responsibility to comply with the system requirement i.e., hardware, software and internet connectivity at bidder's premises to access the GeM portal. Under any circumstances CIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

viii. The Company is not under any obligation to accept lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in it's entirely, as its sole discretion.

ix. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

x. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

xi. The Bidders should submit bid for the whole work mentioned in the Bid Document.

xii. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

xiii. The Price-bids of the tenderers will have no condition.

6. <u>Pre-Contract Integrity Pact:</u>

Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet Provided in GeM Bid Document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

Name, address and contact Number of the Independent External Monitor (IEM) are as follows: -

Name	**Address**	**e-mail ID**	**Contact Number**

Mr. K.D. Tripathi IAS (Retd.)	A-5, Sector-19, Noida UP- 201301	tripathikd.1958@gmail.com	9868506966
Mr. O.P. Singh IPS (Retd.)	M-6, First Floor, Green Park Extension, New Delhi- 110016	ops2020@gmail.com	9818564455
Shri Rakesh Mohan, IA&AS (Retd.)	Flat No. 7020, Sector B-10, Vasant Kunj, New Delhi- 110070	rmohan1987@gmail.com	9205175050

7. **Procurement of Services through GeM Portal:**

    i. The guidelines issued by GeM/GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM (only if mandated by GeM Portal), even if the same are either not specially indicated in the NIT or not in line with the provisions of CIL Manuals.

    ii. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

Tender Inviting Authority

Coal India Limited

Distribution:

1. Director (Business Development), CIL, Kolkata
2. Director (Finance), CIL, Kolkata
3. Executive Director (CA&BD), CIL, Kolkata
4. Executive Director (Finance), CIL, Kolkata
5. Executive Director (Contracts), CIL, Kolkata
6. General Manager (BD-Critical Minerals), CIL, Kolkata
7. General Manager (System), CIL - to get the Notice published on CIL website
8. HoD (CC&PR) – For publication in Newspapers (As per CIL Policy)
9. TS to Director (BD), CIL, Kolkata
10. IEM: Shri K. D. Tripathi, IAS (Retd.)
11. IEM: Shri O.P. Singh, IPS (Retd.)
12. IEM: Sri Rakesh Mohan IA&AS (Retd.)

Additional Terms & Conditions (ATC)
Instruction to Bidders (ITB)

Additional Terms & Conditions
(Instruction to Bidders)

1.0 Scope of Bidder

1.1. COAL INDIA LIMITED (referred to as Employer in these documents) invites bids for the work as mentioned in the Bid Document / Scope of work. The Bidders should submit bid for the whole work mentioned in the Bid Document / Scope of work.

1.2. The successful Bidder will be expected to complete the work as per Scope of Work specified in the tender document.

2.0 Eligible Bidders

2.1. The invitation for bid is open to Company registered under Companies Act or Limited Liability Partnership registered under Limited Liability Partnership Act. The Bidders shall be eligible to participate only if they fulfil theEligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC).In a tender, a Bidder shall participate in one bid only.

2.2. Any form of Joint Venture/Consortium are not eligible for the purpose of this NIT.

3.0 Eligibility Criteria of the Bidder

3.1. Eligibility criteria to qualify for award of the contract:

Sl. No.	Parameter	Eligibility Criteria	Information to be furnished by the bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by the bidder, in support of information/declaration furnished by the bidders against Eligibility Criteria as Confirmatory Documents	Remarks
a.	Bid Submission Confirmation Sheet		Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format. The bid submission confirmation sheet will be provided by buyer in secured .xls format.	The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet.	Any Bid not accompanied by a Bid Submission Confirmation (BSC) Sheet or if BSC is found tampered, the Bid shall be considered as nonresponsive and is liable for rejection.

b.	Earnest Money Deposit	The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money as deliberated in clause 3.2.	UTR Number of the transaction via which EMD was deposited. Or, MSE Certificate number in case exemption is sought based on this parameter Or, Any other reason for claiming exemption.	Proof of submission of EMD/Bid Security in the bid including transaction ID/Number/UTR Or, In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD/Bid Security to some bidders is allowed as per GeM GTC.	Please refer clause 3.2.
c.	Bank Mandate		Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Bank Mandate as per format given at Annexure 4.	
d.	Firm's Existence in Business	The bidder's firm should be in existence for a minimum period of seven years.	Confirmation in the form of Yes/No for possessing the supporting documents	Certificate of Incorporation.	
e.	Permanent Account Number		Confirmation in the form of Yes/No for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India.	
f.	GST Registration	The Bidder should be either: • GST Registered Bidder under regular scheme or, • GST registered	Confirmation in the form of Yes/No for possessing the supporting documents	The following documents depending upon the status w.r.to GST: • **Status**: GST registered Bidder under regular scheme. **Document**: GST Registration Certificate (i.e., GST	

		bidder under composition scheme or, • GST unregistered bidder		identification Number) issued by appropriate authority of India. • **Status:** GST Registered Bidder under composition scheme • **Document**: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. • **Status**: GST Unregistered Bidder. **Document**: A certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.	
g.	Legal Status of the bidder	The Bidder should be Company registered under Companies Act, or Limited Liability Partnership, as per Limited Liability Partnership Act.	Confirmation in the form of Yes/No for possessing the supporting documents.	1. Any one of the following documents: • Memorandum & Article of Association with certificate of Incorporation containing name of the Bidder for Companies registered under Companies Act. •Certificate of Incorporation along with a copy of the LLP Agreement for Limited Liability Partnerships.	

				And 2. Board Resolution and Power of Attorney or any sort of legally acceptable document for the authority to submit the bid on behalf of the Bidder.	
h.	Letter of Bid		Confirmation in the form of Yes/No for possessing the supporting documents	Annexure 5 (No need of submission, the acceptance during bidding through GTE/BSC shall be sufficient.)	
i.	Integrity Pact		Confirmation in the form of Yes/No regarding acceptance of Integrity Pact as per the format (Annexure- 1) prescribed in the Bid Document.	Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder(s) with name, designation and seal of the Company at time of execution of formal agreement.	
j.	Code of Integrity for Public Procurement (CIPP)		Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation Sheet (BSC). (No need of submission, the acceptance during bidding through GTE/BSC shall be sufficient.) (Annexure- 2) This will be signed by the authorized signatory of the Bidder(s) with name, designation and seal of the Company at time of execution of formal agreement.	

k.	Public Procurement (Preference to Make in India) for "Local supplier".		Confirmation in the form of Yes/No for possessing the supporting documents	'Class-I Local Supplier' / 'Class- II Local Supplier' shall indicate the percentage of local content and provide self-certification that the services offered meets the local content requirement for Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. (Annexure-6)	
l.	An Undertaking on their letter head regarding relatives as employees of company, local supplier status of the Bidder etc. as per the format given in Annexure 6.		Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Undertaking as per format given at Annexure 6.	

3.2. EMD/Bid Security:

- **Subject to the exemption as per GeM GTC, the bidder has to pay an amount of Rs. ___________________ as EMD.**
- The bidder has to submit the Bid Security/EMD in CIL designated account either through net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s), only. The details of which is as follows:

Name of beneficiary and details	Name	Coal India Limited
	Bank A/C no. of beneficiary	0100050002081
	IFSC Code	PUNB0143720
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	Punjab National Bank
	Branch and Address	New Town Rajarhat Branch, Sree Commercial Comp, BL-AH Rajarhat.

- In online payment of EMD/Bid Security, if the payment is made by the Bidder within the last date of bid submission but not received by the Company within the specified date due to any reason then the bid will not be accepted. However, the Bid Security/EMD will be refunded back to the Bidder.

- Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of Bid Security/EMD shall be applicable and acceptable.
- The Bid Security/EMD for the unsuccessful Bidder shall be refundable as promptly as possible. The Bid Security/EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/Earnest Money Deposit as stated above, **unless the Bidder is exempted as per the GeM GTC**.
- Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by CIL as nonresponsive unless otherwise exempted in the Bid document.
- The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received/in the bank account as per bank mandate (Annexure-4) submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).
- The Bid Security/EMD of successful Bidder may be retained and adjusted with Performance Security/Security Deposit at Bidder's option.
- The Bid Security/Earnest Money may be forfeited: -
    - if the Bidder withdraws the Bid after the end date of Bid submission during the period of 'Bid validity/extended validity with mutual consent'; or
    - in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any;

  Additionally, CIL shall debar such defaulting Contractor from participating in future bids for a minimum period of 12 (twelve) months.

  "**Note: -** However, debarment shall be done as per the 'Guidelines on Debarment of firms from Bidding' clause of the CC."
- The Bid Security/EMD deposited with CIL will not carry any interest.
- No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate (Annexure-4).
- Deleted
- In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.
- If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case-to-case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).
- "Annualized value" of the work shall be calculated as the "Estimated value/Period of completion in Days x 365.

Note:

- Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption.
- Bidder to submit e-Mandate (Annexure-3) form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer/Internet Banking Payment, as provided in Bid Document.

3.3. Eligibility of Consultants from Restricted Countries

- **Restrictions based on Reciprocity**

  Entities from countries (if so, identified in Section II: Appendix) as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate (directly or as a sub-contractor or as a member of a JV/C) on a reciprocal basis in this RfP process under the "Public Procurement (Preference to Make in India) Order 2017 (No. P-45021/2/2017-PP (BE-II) dated September 2020)" (MII – para 10 -d) of Department for Promotion of Industry and Internal Trade, (DPIIT). Consultants must apprise themselves of the latest version of this order.

- **Restrictions based on Land Borders (Please refer Appendix-4)**

  Order (F.NO.6/18/2019-PPD dated 23rd July, 2020) (Public Procurement No. 1) issued by the Government of India (Ministry of Finance Department of Expenditure Public Procurement Division) restricting procurement from consultants from certain countries that share a land border with India shall apply to this procurement. Consultants must apprise themselves of the latest version of this order.

  Any consultant from a country that shares a land border with India, excluding countries to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (as listed on the website of the Ministry of External Affairs), – hereinafter called 'Restricted Countries' shall be eligible to participate in this REOI, only if the consultant is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Consultants shall enclose the certificate along with their proposal.

3.4. Conflict of Interest- Please refer appendix-1.

3.5. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

3.6. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for financial bid evaluation.

3.7. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the evaluation of the GeM shall be final.

3.8. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

3.9. Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.

3.10. ~~If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.~~

Notes:

- The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders' name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.
- If any financial data is mentioned in any currency other than INR, it will be converted to INR for the purpose of evaluation only. For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees [as on 60 (sixty) days prior to the date of invitation of Bid] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered.

3.11. Deleted.

3.12. Deleted.

3.13. Any bid not meeting the above-mentioned minimum eligibility criteria will be treated as non-responsive and will summarily be rejected.

4. **Pre-Qualification Criteria**:

The bidder should possess the following qualifications before being considered for further evaluation:

Sl. No.	Parameter	Criteria	Information to be furnished by the bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by the bidder, in support of information/declaration furnished by the bidders against Eligibility Criteria as Confirmatory Documents	Remarks
a.	Work Experience	The bidder should have successfully completed in its name at least two (2) works of **same or Similar Nature** each valuing not less than ________ during last 7	• Start date & end date of each qualifying experience (Similar Nature). • Work Order Number/Agreement Number of each experience • Name & address of Employer/Work Order Issuing	For work experience Bidders are required to submit either: • Work Experience Certificate issued by the employer against the Experience of similar work containing all the information as sought. (Work Order, BoQ, TDS, etc. may	**Similar nature of works shall mean:** Providing strategic advisory and consulting services with a focus on transformation/ growth & diversification in Metals and Mining/ Energy Sector to Central

		(seven) years, ending last day of month previous to the one in which bid applications are invited.	authority of each experience • Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture/ Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture/Consortium firm/ partnership firm will be considered against eligibility else it shall be taken as 100%). • Executed Value of work against each experience.	be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.) Or, • Work Order issued by the client against the experience of similar work containing all information as sought, along with a separate UDIN bearing certification from ICAI registered Chartered accountant (CA) or statutory auditor of the applicant/ Bidder certifying the date of completion and the total amount received including the final bill settlement for the specific work.	Government Ministry/ Department/Central PSU/ State Government Department /State PSU **or a Stock Market Listed Private entity with over Rs. 500 crore of turnover**. Strategy advisory and consulting excludes Tax, Audit and Assurance, Risk Consulting, Deal Advisory and related financial & accounting advisory services, BPO outsourcing, software implementation and integration, system integration, ERP integration, application/tools development. **Note**: The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.
b.	Annual Financial Turnover	Minimum average annual turnover of at least __________, in	• Average annual turnover during the last three (3) financial years (i.e.	Financial Turnover certificate with UDIN for last three (3) financial years (i.e. 2023-24, 2024-25 and 2025-26). In case	**Note:** • A UDIN bearing certificate from an ICAI

		last three years.	2023-24, 2024-25 and 2025-26). In case the results for financial year 2025-26 is not available, then results for 2022-23 will be considered. • Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate. • Membership Number of the CA.	the results for financial year 2025-26 is not available, then results for 2022-23 will be considered, issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder through BSC.	registered Chartered Accountant is to be furnished for above requirements. • Note: In case the audited Financial statement of FY 2024-25 is not available, statement of FY 2023-24 will be considered.
c.	Manpower	As mentioned in clause 4.2 below	In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the required document, in the form of Yes/No.	Annexure VII on company letter head, along with CVs of individual proposed team members as per Annexure VIII. Both annexures need to be certified by HR head or competent authority of the bidder.	

4.1. Sub-consultants/Sub-contracting

Consultants may propose to associate Sub-consultants for specialized parts of the Services provided their names and details are clearly stated in their proposal. Such Sub-consultants should not circumvent the eligibility condition laid down above. The value of such sub-contracts shall not exceed the limit specified (25% of the contract price, if not specified). Nevertheless, the consultant shall solely remain responsible for sub-contracted portions of the Services. Key and Non-key personnel, whether full-time employees or on contract, shall not be considered sub-consultants. Procurement of incidental goods, equipment hires, or labor engagement shall not be treated as sub-contracting.

4.2. Manpower Strength:

The bidder must have ~~on its rolls~~ the qualified manpower as mentioned below:

Title of Key Expert	Key Position	Minimum Qualification/ Training (general and relevant)	Professional Experience
Project Coordinator (Partner)		MBA with at least 15 years of relevant experience in strategy/ transformation consulting for metals/ mining or energy sector.	

K-1	**Strategy Expert**	MBA with elective/ major/specialization/concentration in strategy related courses **with Bachelors in Mining.**	8+
K-2	**Value Chain Expert**	MBA with B.Tech in Metallurgy/ Mineral Processing	5+
K-3	**Operations Expert**	MBA with Bachelors in Chemical Engineering	5+
K-4	**Finance Expert**	CA/ MBA with specialization in Finance	5+
K-5	**Energy Expert**	MBA with elective/ major/specialization/concentration in Energy or Natural Resources related courses	5+

Note:

- For evaluation of minimum required experience, details of the oldest project (as per definition of "similar nature of work") in which the respective personnel has experience will be considered.
- If an assignment has multiple components e.g., assignment in different areas under one or different sector shall be considered separately. However, bidder shall have to attach and flag the same separately under assigned category.

4.3. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position.

5. **One Bid per Bidder:**

5.1. Each Bidder shall submit only one Bid as a Company registered under Companies Act or a Limited Liability Partnership registered in India. A Bidder who submits or participates in more than one Bid (other than as a sub-Contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in CIL for a minimum period of 12 (twelve) months from the date of issue of such letter.

Note: - However, debarment shall be done as per the 'Guidelines on Debarment of firms from Bidding'.

5.2. Deleted

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and CIL will in no case be responsible or liable for those costs.

7. **Acquaintance with Local Conditions and Factors**

At his own cost, responsibility, and risk, the Consultant is encouraged to visit, examine, and familiarise himself with the local conditions and factors. The Consultant acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Consultants shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and not entertain any request from the Consultants.

6. **Content of Bidding Documents**

The set of bidding documents comprises the documents listed below as issued online by CIL and addenda issued in accordance with Clause 9.0 of ATC (ITB):

i) Scope of Work/Bill of Quantities;

ii) Additional Terms & Conditions (Instructions to Bidders);

iii) Service Level Agreement/Conditions of Contract;

iv) GeM GTC and GeM SLA as linked in GeM Bid Document;

v) Formats/Annexures as provided in ATC includes form of Article of Agreement;

vi) Guidelines on Debarment of firms from Bidding;

vii) Code of Integrity for Public Procurement

viii) Other documents, if required.

(**Note**: The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.)

7. Clarification of Bidding Documents

8.1. Pre-bid meeting may be held virtually through video conference as suitable on the scheduled date & time mentioned in portal and mode of meeting shall be published on GeM portal through corrigendum. The purpose of the pre-bid meeting is to clarify the issues and to answer questions on any matter that may be raised at that stage. Non- attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal at least 07 days before of the Bid Submission end date, which can be viewed by all interested Bidders.

8.2. The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Department will clarify as far as possible, the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Department as per the GeM functionality.

8.3. The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

9. Corrigendum to Bid Document

Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

10. Language of Bid

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

11. Bid Prices

11.1. The Bidders shall offer for the whole Works mentioned in the Scope of work/Bill of Quantities. Based on quote submitted by the Bidder, CIL reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2. The Bidder shall quote rates and prices for all items of the Works described in the Bill of Quantities/Bid Document. The cost of any other item/services, which are considered necessary for completion of the job as per defined scope of work, is deemed to have been included in the quoted lump-sum prices.

11.3. All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) and other levies payable by the Bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed by GeM Portal as per pre-defined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.

11.4. The rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor.

However, in case Contractor is GST unregistered Bidder/dealer or GST registered under composition scheme in compliance with GST rules, the Bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice 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 supplier/vendor along with interest, if any.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the Contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to Company has been ascertained or at actuals, whichever is lower.

11.5. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account.

11.6. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

12. Currencies of Bid and Payment

The unit rates and prices quoted by the Bidder shall be entirely in Indian Rupees (₹) only. No other currency shall be acceptable.

13. Bid Validity

13.1. Bid shall remain valid for a period of 120 days after the deadline for bid submission.

13.2. In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and/or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

14. Bid Security/Earnest Money Deposit:

Please refer Clause No. 3.1 (b) of ATC (ITB) above.

15. SIGNING AND SUBMISSION OF BID:

a. In order to submit the Bid, the Bidders have to get themselves registered online on GeM Portal (https://gem.gov.in). The registration should be in the name of bidder for Company registered under Companies Act and for Limited Liability Partnerships registered under Limited Liability Partnership Act. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

b. The Bidder will submit their bid online. No off-line bid shall be accepted.

c. The Bidders will have to accept unconditionally the Additional Terms & Conditions (Instruction to Bidder), Service Level Agreement (Conditions of Contract), GeM GTC, GeM SLA of GeM Bid Document, Integrity Pact and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder through BSC Sheet in order to become an eligible Bidder. **No conditional bid shall be allowed/accepted.**

d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of the Bid Submission Confirmation (BSC) Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. undertaking, annexures and Letter of Bid.

In the undertaking given by Bidder through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

e. The Bidder will have to make the payment of EMD/Bid Security through online mode only.

In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the Bidder during bid submission. However, **this option is to be enabled only in those cases where the exemption of EMD to some Bidders is allowed as per Bid Document or relevant clause of GeM GTC.**

f. Deleted.

g. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time.

h. The information provided by the Bidder through BSC Sheet, by filling up relevant data will be used by the tender committee along with online submitted documents (to support eligibility submissions made in the BSC Sheet) for evaluation of technical bid.

i. For online submission of tender the Bidders will have to upload the following

1. All the confirmatory documents as prescribed in the Bid Document in Cover-I and “Price-bid” in Cover-II (Both are to be decrypted separately).

i) <u>Confirmatory Documents/Technical Clarification:</u>

All the confirmatory documents/Technical Clarification as enlisted in the Bid Document in support of online information/information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.

ii) Price Bid: The Price bid containing the Bill of Quantity will be lumpsum Rate and the Bidder will have to quote for all the tendered items as per Bid Document. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. The rate to be quoted will be inclusive of all other Taxes and duties as applicable on the last date of submission of Bid but exclusive of GST based on the Applicability of ITC.

H-1 (Highest Scorer) will be decided based on the sum of weightage of Technical and financial score ratio.

System for decision of cost to company:

Case: - Works for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder or by CIL/ Subsidiary taken by the system will be ignored as applicable to decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value.

iii) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in GeM Bid Document in support of their claim for exemption of EMD at specified folder.

16. Deadline for Submission of Bids

16.1. Bids shall be submitted online on the GeM Portal only.

16.2. CIL may extend the deadline for submission of Bids by issuing a Corrigendum, in which case, all rights and obligations of CIL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. Modification and Withdrawal of Bids

Bidder may modify/withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issuance of LOA with the following provision of penal action:

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one (1) year from participating in tenders in CIL. The Price-bid of remaining Bidders will be opened and the tender process shall go on.

2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one (1) year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

i) If the Bidder withdrawing his bid is other than H-1, the tender process shall go on.

ii) If the Bidder withdrawing his bid is H-1, then re-tender will be done.

18. Opening of Technical Bid

18.1. The Technical bid (Cover-I) will be opened on schedule date as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Opener” as per the GeM functionality.

18.2. All the documents uploaded by Bidder(s) including EMD exemption documents (if any) and duly filled Bid Submission Confirmation by bidder shall be downloaded after opening of Technical bid (Cover-I).

19. Evaluation of Tender

19.1. After opening of Tender/Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee.

19.2. **Evaluation of Tender-**

A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover – I as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) in Bid Submission Confirmation Sheet. If it confirms to all of the information/declarations furnished by the Bidder in Bid Submission Confirmation Sheet and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished in Bid Submission Confirmation Sheet or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). 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 GeM Portal regularly after opening of bid. No separate communication will be required 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. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

   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 should be called only on basis of the recommendations of the TC. 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.

C. 'Seeking/Technical' clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

D. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents mentioned in the Bid Document.

E. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online against the information furnished through BSC Sheet. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

F. Deleted

G. In case Bidder(s) fails to confirm the submitted information(s)/declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection to submitted information(s)/declaration(s), then his/their bid will be considered for Technical scoring and corresponding marks given in Technical Evaluation Matrix as per Clause 19.2 (J) of ATC (ITB).

H. In case the Bidder(s) submit(s) requisite documents online as per Bid Document and Compliance with Eligibility Criteria as spelt out at clause no. 3.1 of ATC (ITB) of Bid

Document. The Technical Evaluation as per criteria of evaluation and corresponding marks given in Technical Evaluation Matrix as per Clause 3.1 (g) of ATC (ITB).

I. The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.

J. The following clauses will be applicable:

- Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time. (Please refer Appendix- 2)

Note:

- Procuring entity shall determine whether the Consultants are qualified and capable in all respects to be shortlisted to provide the 'Services', **The determination shall not consider the qualifications of other firms, such as the consultant's subsidiaries, parent entities, affiliates, or any other entity different from the consultant.** The Procuring Entity reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Consultant to perform the contract.
- Unless otherwise stipulated in the RfP, assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or sub-consultants.

K. Bidders will be given a score out of 100 marks as per Technical Evaluation Matrix. Only those bidders, who obtain a Total Technical Score of 75 or above, out of 100 will be considered eligible for opening of Price Bid.

- **Marking will be done based on the following four parameters:**

Item No.	Criteria	Maximum Score
A	Work experience of bidder in last 7 years (as on 31st May 2026)	
B	Competence of Proposed Team	
C	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs).	

L. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.

M. After Technical evaluation of tender, the price bid shall be opened on schedule date and time as per GeM Portal Conditions.

Price Evaluation (Part II)

1. Net landed prices will be arrived at after including GST, as indicated in the BOQ, for evaluation purposes.
2. The bid having the lowest Price Bid shall be termed as the lowest evaluated bid and will be awarded 100 marks. Financial score of other bidders will be calculated on the basis of the following formula:

Financial score of other bidder = Price Bid of lowest bidder x 100 / Price Bid of the other bidder

19.3. The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the information furnished through Bid Submission Confirmation Sheet followed by the scanned documents uploaded by Bidder in support of the information furnished by them in BSC and after evaluation of the reasonableness of rates. The approval for award of work to H-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

19.4. After financial concurrence of TCR and competent approval, the LOA in favor of the H-1 Bidder will be issued and the scanned copy of the same shall be sent to the Bidder through email. This will conclude the tendering process.

19.5. **(A) Logical End of online created Tender:** Any tender hosted on the GeM portal must be logically concluded i.e., either award or cancel.

(B) If H-1 Bidder backs out (i.e. Techno commercially established H-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

However, debarment shall be done as per the ‘Guidelines on Debarment of firms from Bidding’ clause of the CC.

20. Technical Clarification of Bids:

Technical clarification shall be restricted to confirmation of submitted document/ information through Bid Submission Confirmation Sheet only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

21. Process to be Confidential

21.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned.

It will be the Bidder’s responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract.

21.2. Any effort by a Bidder to influence CIL’s processing of Bids or award decisions may result in the rejection of his Bid.

21.3. From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

22. Examination of Bids and Determination of Responsiveness

22.1. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one: -

a. which affects in any substantial way the scope, quality, or performance of the works;

b. which limits in any substantial way, inconsistent with the Bidding documents, CIL's rights or the Bidder's obligations under the Contract; or,

c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

22.2. If a Bid is not substantially responsive, it may be rejected by CIL at its sole discretion.

23. Evaluation and Comparison of Bids

23.1. The CIL will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.0 of ATC (ITB).

23.2. The evaluation of Bid, by CIL shall be done as per Clause No. 19.0 of ATC (ITB).

23.3. CIL reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

23.4. No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny/technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

23.5. Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. H-1 will be decided on the basis of QCBS based evaluation system.

24. Award Criteria

Subject to Clause 23.0 of ATC (ITB), CIL will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has emerged as highest scorer (H-1) bidder on the basis of QCBS based evaluation system, provided that such Bidder has been determined to be:

a. eligible in accordance with the provisions of Clause 2.0 and 3.0 of ATC (ITB); and

b. qualified in accordance with the provisions of Clause 4.0 of ATC (ITB).

25. Employer's Right to Accept Any Bid, Negotiate and to Reject Any or All Bids

25.1. Notwithstanding Clause 24.0 of ATC (ITB), CIL reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CIL's action.

25.2. **Negotiations**

a) **Invitation to Negotiate**

The negotiations shall be held at the date and address announced after the selection of the successful Consultant with their representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant. During the negotiations, it shall be ensured that no undue advantage accrues to the Consultant and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Procuring Entity and the Consultant's authorized representative.

b) **Verification of Original Documents**

Before issuing a Letter of Award (LoA) to the successful Consultant(s), the Procuring Entity may, at its discretion, ask the Consultant to present the originals of all such documents whose scanned copies were submitted online during shortlisting process and this RFP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

c) **Availability of Key Experts:**

As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Experts included in the Proposal. Failure to confirm the Key Experts' availability may result in the Consultant's Proposal being declared non-responsive and the Procuring Entity proceeding to negotiate the Contract with the next-ranked responsive Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Procuring Entity reserves its right to seek during negotiations the replacement of the Team Leader/ other Key Experts who score below the minimum score if specified.

d) **Technical Negotiations:**

The negotiations include discussions of the Terms of Reference (TORs)/ Scope of Work, the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the Terms of Reference of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

e) **Financial Negotiations:**

The total price stated in the Financial Proposal shall not be negotiated.

f) Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which shall be initialled by the Procuring Entity and the Consultant's authorized representative. If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, the Procuring Entity shall declare the proposal non-responsive, informing the Consultant of the reasons for doing so. The Procuring Entity shall invite the next-ranked responsive Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

25. Notification of Award:

25.1. After 10 days from the conclusion of negotiations (if any) The Bidder/Seller, whose Bid has been accepted, will be notified/communicated by the Company/Buyer through communication of LOA prior to expiration of the Bid validity period and subsequent generation of GeM contract on the portal.

25.2. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of delivery of Services as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

25.3. The LoA will constitute the legal formation of the contract, subject only to the furnishing of performance security (please refer clause 26). (The LOA shall at all time supersede the Contract Generated on GeM Portal).

25.4. The communication of LOA through email shall be mandatory.

26. Performance Security/Security Deposit

Security Deposit shall consist, Performance Security to be submitted at award of work.

The Security Deposit shall bear no interest. For details refer Conditions of Contract.

27. Signing of Agreement:

27.1. The results/ award notification will be published on GeM portal, which will be notification of CIL's intention to Award the Contract to the successful Consultant.

27.2. After the award notification, the Procuring Entity shall share a copy of the Contract Agreement with the successful consultant for review. The Consultant may point out to the procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of the receipt.

27.3. The Contract Agreement shall be executed within 21 days after the date of issue of the Letter of Acceptance (LoA) and after submission and verification of the Performance Security.

27.4. If asked by CIL, the successful Consultant shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to CIL by registered/ speed post or by a suitable digital means.

27.5. No payment for the work shall be made before execution of this agreement. The invoicing of first payment bill shall be done through GeM Portal and all the payment of work (for all invoices) shall be done outside the GeM Portal.

27.6. In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of ATC (ITB).

27.7. All additional copies should be certified by the GM (BD), CIL.

28. Deleted

29. Legal Jurisdiction

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Kolkata High court only.

30. Downloading bid document

i) The Bidders will download the Bid documents from the GeM portal. The Company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.

ii) Deleted.

iii) The bid document as available online on the e-procurement of GeM shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

31. e-Payment

The Bidder has to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful Bidders/Bidder are required to submit an Authorization form (annexure-3) duly signed for e-payment to them at the time of signing of Agreement/at the time of bidding.

32. Change in the Constitution of Contracting Agency

Prior approval in writing of the Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.

33. **Miscellaneous**

33.1. The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

33.2. The site for work may be made available in parts.

33.3. Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.

33.4. Provisions related to instructions to bidder shall be a part of agreement.

34. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries

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 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 entry 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 Joint Venture where any member of the 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 persons, 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 percent of shares or capital or profits of the Company.

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 persons, 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 (d) 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.