Tender Document for
Selection of Consultant for
Formulation of document on
“VISION 2030 FOR COAL SECTOR”
(Only through e-Tender mode)
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SECTION-1

E-TENDER NOTICE (NIT)

No: CIL/CP/Vision 2030/001

Dated: 10.05.2017

1.1 INVITATION TO OFFER/TENDER

Digitally signed and encrypted e-Tenders are invited under Two-Part system on the e-Procurement portal of Coal India Limited (CIL) (http://www.coalindiatenders.nic.in), from reputed and experienced Consultancy Firms/Companies for the following services:

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Description of services</th>
<th>EMD (INR)</th>
<th>Completion period</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIL/CP/Vision2030/001</td>
<td>Formulation of document on “VISION 2030 FOR COAL SECTOR”</td>
<td>2,00,000/-</td>
<td>Fourteen (14) weeks</td>
</tr>
</tbody>
</table>

Note: There is no Application (document) Fee. The bid documents will be available on the following website(s) and can be downloaded by the Bidder as per the time schedule of the tender as given in Clause 1.2.

a) http://www.coalindia.in;
b) http://www.coalindiatenders.nic.in and
c) http://www.eprocure.gov.in

1.2 TIME SCHEDULE OF TENDER

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Date</th>
<th>Time (Hours, IST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender e-Publication date</td>
<td>10-05-2017</td>
<td>11-00</td>
</tr>
<tr>
<td>2</td>
<td>Document download start date</td>
<td>10-05-2017</td>
<td>11-00</td>
</tr>
<tr>
<td>3</td>
<td>Document download end date</td>
<td>05-06-2017</td>
<td>15-00</td>
</tr>
<tr>
<td>4</td>
<td>Pre-bid meeting date</td>
<td>16-05-2017</td>
<td>11-00</td>
</tr>
<tr>
<td>5</td>
<td>Bid Submission Start date</td>
<td>17-05-2017</td>
<td>10-00</td>
</tr>
<tr>
<td>6</td>
<td>Bid Submission End date</td>
<td>05-06-2017</td>
<td>11-00</td>
</tr>
<tr>
<td>7</td>
<td>Start date for seeking Clarification on-line</td>
<td>11-05-2017</td>
<td>11-00</td>
</tr>
<tr>
<td>8</td>
<td>Last date for seeking Clarification on-line</td>
<td>31-05-2017</td>
<td>15-00</td>
</tr>
<tr>
<td>9</td>
<td>Bid Opening date (Part-I)</td>
<td>06-06-2017</td>
<td>11-00</td>
</tr>
</tbody>
</table>
1.3 EARNEST MONEY DEPOSIT (EMD)

A token amount of Rs.2 (two) lakh as EMD has to be deposited within the last date and time for submission of online offer, failing which the online offer will not be considered.

The bidder will have to make the payment of EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD either through Axis Bank Gateway by net banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking, the money will be immediately transferred to designated Bank Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR number before submission of bid. Bidder will be allowed to submit his / her bid only when the EMD is successfully received in POOL account and the information flows from Bank to e-Procurement system.

The process of submission of EMD should be initiated preferably at least 24 hours before end date and time of Bid submission to avoid any system related problems or issues in the payment gateway.

EMD will be refunded to the bank account from which the money is transferred. 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.

Notes:

a) Bids submitted without full amount of EMD will be summarily rejected. The net payment credited to the Employer’s bank account, should exactly be the same as EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.

b) Physical mode of payment i.e. Banker’s cheque or Demand draft etc. are not acceptable.

c) The Employer shall not be liable to pay any interest on the amount of EMD.

1.4 PRE-BID MEETING

A pre-bid meeting will be held at CIL office at Kolkata as per the time schedule of tender given in Clause 1.2.

1.5 USER PORTAL AGREEMENT

The Bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of Bid document, undertakings and the e-Tendering system through e-tender website address http://www.coalindiatenders.nic.in in order to become an eligible Bidder. This will be a part of the agreement.
1.6 ELIGIBILITY CRITERIA

1.6.1 General Requirement:

a) The Bidder shall be a Consultancy Firm/ organisation. Any form of consortium or sub-contracting is not allowed under this Bid.

b) 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.

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

d) The Bidder shall not have any conflict of interest as required under Clause 2.18.

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

f) The Bidder in its name shall have Service Tax Registration Number (PAN based) in India.

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

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

b) Registration No. and Year of registration.

c) Confirmation about blacklisting & conflict of interest of the Bidder.

d) Confirmation about RBI permission (in case of foreign entity please refer 1.6.1 b) above)

e) PAN & Service Tax Registration Number (PAN based).

f) Scanned copy of documents as explained at Clause 1.7 related to general information of the Bidder.

1.6.2 Work Experience

1.6.2.1 Minimum Requirement

The Bidder must have successfully completed at least four (04) assignments related to any standalone study for specific industry/ sector or as a part of any strategic plan/vision/policy document for any PSU or Government ministry, department or any business entity in India, during the seven (07) years period from 1st April, 2010 to 31st March, 2017. The consultancy fee for each of these successfully completed assignments claimed must be at least INR fifty (50) lakhs or an equivalent value in foreign currency (as on last date of bid submission). Out of the above minimum four (04) assignments, at least one (01) assignment should be for coal or energy sector in India.

1.6.2.2 Additional work experience

There shall be weightage for additional work experience as given in Clause 2.17(Evaluation & Comparison of Bids).
1.6.2.3 Clarifications on the work experience:

1. 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.

2. 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.

3. Work experience of parent’s parent entities or any associate entity of the Bidder shall not be considered.

4. 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. Self-certification of the documents will not be accepted. Any correspondence of the Bidder with the client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.

6. If work order or completion certificate are not very explicit, separate certification from the client may be considered.

7. Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.

8. 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.

9. Qualifying work experience of any Bidder as a member of any consortium will be considered subject to the Bidder having a minimum share of 26% (twenty-six percent) in that consortium. The eligible experience, in terms of value of the assignment, shall be limited to the percentage share of the Bidder in that consortium. Copy of the MOU/agreement/documents of that consortium containing the percentage share of the Bidder shall be submitted.

10. 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.

1.6.2.4 The documentary evidence to this effect would be:

1. Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing at least following specific details of each of the assignments:
   - Nature & scope of work/services;
• Specific work value;
• Completion date of the work.

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. In absence of completion certificate, a certificate from statutory auditor (or equivalent authority) authenticating the receipt of full payment against the assignment with completion date of the assignment will also be acceptable.

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

i) Particulars of each of assignments including title of the assignment, name of the client, completion date and specific work value.

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

iii) Scanned copy of documents as explained at Clause 1.7 related to work experience of the Bidder.

1.6.3 Financial Strength

The Bidder in their name must have achieved a minimum average annual financial turnover of INR 50 crores from consultancy services during the immediately preceding three (03) consecutive financial years.

1.6.3.1 The documentary evidence to this effect would be:

A declaration with regard to financial strength showing financial turnover from consultancy services during the immediately preceding three (03) consecutive financial years duly signed by a Statutory Auditor/Chartered Accountant and countersigned by the authorized representative of the Bidder.

NOTE:

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

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

a) Financial turnover for the last three financial years. Name and membership number of the Statutory Auditor/Chartered Accountant, as applicable, issuing financial turnover certificate.

b) Scanned Copy of document as explained at Clause 1.7 related to financial turnover.
1.6.4 Key Personnel Strength

The Bidder must possess the following "key personnel" on their payrolls as full-time employees, for at least two years, with requisite qualification and experience as given in Table below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Skill of key personnel &amp; role</th>
<th>Minimum requisite Qualification&amp; experience (years)</th>
<th>Minimum number of completed similar assignments</th>
<th>Minimum Nos. to be deployed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader - Expertise in strategy/policy formulation for coal or energy sector as Team leader</td>
<td>Bachelor’s Degree in Engineering along with MBA or equivalent &amp; 15 years’ experience</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Team Member - Expertise in strategy/policy formulation for renewable energy &amp; power as Team member</td>
<td>Bachelor’s Degree in Science or Engineering along with MBA or equivalent &amp; 10 years’ experience</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Team Member - Expertise in strategy/policy formulation for coal based chemicals sector as Team member</td>
<td>Bachelor’s Degree in Science or Engineering along with MBA or equivalent &amp; 10 years’ experience</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Team Member - Expertise in strategy/policy formulation on environment and/or climate change as Team member</td>
<td>Bachelor’s Degree in science or Engineering or equivalent &amp; 10 years’ experience</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Team Member - Expertise in strategy/policy formulation for International trade/commerce for oil/coal/mineral/energy as Team member</td>
<td>MBA or CA/ICWA or equivalent &amp; 10 years’ experience</td>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>

Note: ‘Similar assignments’ mean assignments related to field of specialisation. Coal India Ltd. may interview these experts.

1.6.4.1 The documentary evidence to this effect would be:

a) Self-attested CVs of the key personnel, including the similar assignments handled and their role, duly countersigned by the authorized representative of Bidder.

NOTE:

a) One person shall be eligible for only one skill set, even though having minimum requisite qualification for more than one skill set.

b) The key personnel should be full time employees on the roll of the Bidder. In case of contractual employment, the contract should be for full time employment of at least 24 months.

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

a) Particulars of key personnel viz. Name, qualification, experience and number of similar assignments completed.
b) Scanned Copy of documents as explained at Clause 1.7 related to key personnel.

1.6.5 Power of Attorney (PoA)

The Bidder shall submit “Power of Attorney (PoA)” in accordance with the format at ANNEXURE - A7: of Section 5. The PoA should be approved through a Board resolution or resolution of the governing body of the registered legal entity duly countersigned by the Company Secretary or authorized signatory of the entity as applicable, authorizing the official to issue the PoA in favour of the person concerned to submit the Bid. In case of a partnership firm the PoA should be executed by the partners or the partner who has been authorized by the partnership deed.

1.7 SUBMISSION OF DOCUMENTS

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the evaluation takes place will only be considered. If the Bidder uploads any other document, it will be given no cognizance.

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Submission of Documents related to Eligibility Criteria.</th>
<th>Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Status of the Bidder</td>
<td>Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder or equivalent document showing legal status of the Bidder.</td>
</tr>
<tr>
<td>2</td>
<td>Bid application and Acceptance of Bid Conditions</td>
<td>Copy of Bid application and Acceptance of Bid Conditions on Bidders letter head as per format at ANNEXURE - A1:Section-5.</td>
</tr>
</tbody>
</table>
| 3      | General Information                                    | a. Filled up Format at ANNEXURE - A8: Section-5.  
  
  b. Undertaking that the Bidder is not blacklisted by Govt. /PSU and does not have conflict of interest in the format at ANNEXURE - A4:Section-5.  
  
  c. Document of RBI permission (in case of foreign entity, refer clause no. 1.6.1 b) |
<p>| 4      | Work Experience                                        | Copies of work orders and completion certificates for each qualifying work experience containing the information as furnished by the Bidder online [in the Technical Parameter Sheet (TPS)], showing the requisite qualification requirements, issued by the client and other relevant documents, as under Clause 1.6.2; |
| 5      | Financial Turnover                                     | Turnover certificate issued by a statutory auditor /practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by Bidder on-line in the TPS; |</p>
<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Submission of Documents related to Eligibility Criteria.</th>
<th>Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Key Personnel</td>
<td>Self-attested CVs of the key personnel duly countersigned by the authorized representative of Bidder for which the information has been furnished online in the TPS;</td>
</tr>
<tr>
<td>7</td>
<td>Power of Attorney</td>
<td>a. Copy of the documents as per Clause-1.6.5; and b. Format at ANNEXURE - A7:Section-5</td>
</tr>
<tr>
<td>8</td>
<td>Valid Permanent Account Number (PAN)</td>
<td>Copy of PAN card issued by Income Tax department, Govt. of India</td>
</tr>
<tr>
<td>9</td>
<td>Certificate of registration with Service tax department (PAN based)</td>
<td>Certificate of registration issued by Service tax department in favour of the Bidder.</td>
</tr>
</tbody>
</table>
| 10    | Authorization for Digital Signature Certificate        | a) If the Bidder himself is the DSC holder bidding on-line then self-declaration of the Bidder to this effect. OR  
b) if the DSC holder is bidding online on behalf of the Bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the Bidder. |
| 11    | Undertaking on Bidder’s letter head in support of the authenticity of submitted information and documents and other commitments | An undertaking is to be given as per the format at ANNEXURE - A2:Section-5 of NIT. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. |
| 12    | Any other document to support the qualification information as submitted by the Bidder online | |

**Note:** Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against eligibility criteria may also be attached by the Bidder in the same file to be uploaded against respective eligibility criteria.

### 1.7.1 SUBMISSION OF BID

All the Bids are to be submitted online and on the e-procurement portal (https://coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC). No Bid shall be accepted offline.

#### 1.7.2 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 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.

#### 1.7.3 The Bidder shall upload the bids along with all the supporting documents in the e-Procurement portal within the scheduled date of tender submission. The Bidder should strictly comply with following instructions:
a) The Bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I (Part-I) and Cover-II (Part-II).

b) Two parts of the Bid should contain the details as follows:

**Cover-I/ Part-I (Technical Bid)**
- Bid application and acceptance of Bid conditions format at ANNEXURE - A1:Section-5
- Technical details of the Bidder along with information on Eligibility criteria as detailed in Clause1.6 hereof shall be provided in Technical Parameter sheet (TPS) in Excel format.
- Filled in other required documents i.e. formats at ANNEXURE - A3:, ANNEXURE - A4:
- Necessary scanned documents as elaborated in Clause1.7.

**Cover-II/ Part –II (Price Bid)**
- Prices only in the Excel format.

1.7.4 Digital Signature Certificate (DSC)

In order to submit the Bid, the Bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.

1.7.5 Bid Application

The format of Bid application [LOB format at ANNEXURE - A1:Section-5] will be downloaded by the Bidder and will be printed/ typed on his letterhead. The scanned copy of this document will be uploaded in .pdf format and will be digitally signed during bid submission in Cover-I. This will be the covering letter of the Bidder for his submitted Bid. The content of the “Bid application” uploaded by the Bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Bid application uploaded by Bidder as compared to the format of Bid application with NIT document, then the Bid will be rejected.

1.7.6 Information on eligibility criteria

All necessary information, as detailed under at Clause 1.6 above, will be required to be uploaded in the links Cover-I.
1.7.7 Technical Parameter Sheet (TPS)

The Bid containing technical parameter sheet (TPS) in Excel format will be downloaded by the Bidder. They will fill all the cells of Excel file as per instruction given therein. Thereafter Bidder will upload the same file during Bid submission.

1.7.8 Price Bid (Part-II)

The Price Bid in Excel format will be downloaded by the Bidder and they will quote the Price on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The Price Bid of Bidder will have no condition. The Price Bid which is incomplete and not submitted as per Instructions given above (and also online) will be rejected.

Any alteration/modification in the Excel format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all Taxes but excluding Service Tax or GST, if applicable. The excel sheet will compute the Service Tax (Total Service Tax, component of Service Tax payable by the bidder and component Service Tax payable by department) as per predefined logic.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Service Tax Status from the following list given in the BOQ:

The bidder should be either a
• A Body Corporate,

OR,

• Other than Body Corporate but not a Small Service Provider Availing Service Tax Exemption,

NOTE:
(i) Body Corporate i.e. a Company registered under Companies Act, 2013.
(ii) Other than Body Corporate i.e. Partnership etc.

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

METHODOLOGY FOR RANKING OF BIDDERS (PRICE BID ONLY):

The competitiveness of the bidders will be decided on the basis of “Cost to the Company”, which will be as follows:

Works / Services which are covered under Reverse Charge Mechanism (RCM) and CENVAT CREDIT is available to CIL, the Cost to Company will be calculated as under:

Quoted Price (Without impact of Service Tax) 
Add: Swatchha Bharat Cess (SBC) payable by the Bidder, if applicable.

Present rate of Service Tax, SBC & KKC are 14%, 0.5% and 0.5% respectively.
NOTE: Contract value for domestic bidder will be quoted Price (Without Impact of Service Tax)

Add: Share of Service Tax, SBC, KKC payable by the bidder.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

The applicable share of Service Tax, for this tendered item, (under reverse charge mechanism w.e.f. 01.07.2012, amended vide Notification No.14/2015-Service Tax, dated 19th May, 2015 and amended vide Notification No.22/2015-ST dated 6th November, 2015 regarding Swatch Bharat Cess) is given below:

<table>
<thead>
<tr>
<th>Type of Service Contract</th>
<th>% value of work on which service tax is payable by both the bidder &amp; CIL.</th>
<th>STATUS OF THE BIDDER</th>
<th>% Share of Service Tax</th>
<th>% Share of Service Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Body Corporate</td>
<td>Other than Body Corporate</td>
<td>Bidder</td>
<td>CIL</td>
<td>Bidder</td>
</tr>
<tr>
<td>Bidder</td>
<td>CIL</td>
<td>100</td>
<td>15.00</td>
<td>Nil</td>
</tr>
</tbody>
</table>

Bidders should quote their rates excluding the impact of Service-Tax or GST, if applicable. Service tax or GST, if applicable, will be paid extra as per prevailing rules on the price quoted by the bidder from consultancy.

In case of any default / delay in payment of Service Tax or GST, if applicable, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, CIL would not be responsible and in no case any such claim of the consultant / Service Provider will be entertained by CIL.

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

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 e-tender portal. Under no circumstances, CIL shall not be liable to the Bidders for any direct/ indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.7.9 If number of bids received online is found to be less than three on the Bid Submission End Date, then the following critical dates of the tender will be automatically extended initially for a period of two days, through corrigendum to be issued before bid opening. If the number of bids still remains less than three then the following critical dates will be further extended for another five days:

   i) Bid Submission End Date
   ii) Bid Opening Date

In this extended period any new Bidder can submit his tender online. However, the existing Bidder(s) will be allowed to modify their submission as per provision of
Clause 1.10. If any of the above extended dates falls on a Holiday, i.e. a non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day. This extension will be also applicable in case of non-receipt of any bid.

Notes:

1. The validity period of the bid should be decided based on the final Bid Submission end date.

2. The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during tender opening, technical evaluation or further process of evaluation resulting into total number of valid bids becoming less than three.)

3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended Bid Opening date.

1.8 BID OPENING AND EVALUATION

a. The Bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process and Technical Parameter Sheet (TPS) in excel format duly filled in for technical evaluation.

b. After receipt of EMD (wherever applicable), Part-I/Cover-I documents shall be decrypted and opened on-line, on the prescheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions. The Bidders can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” Link. Thereafter, the Part-I (Cover-I) Bid shall be evaluated based on the information furnished by the Bidders on-line in accordance with Clause 1.6 of NIT (Eligibility Criteria).

c. The system will generate an auto-response sheet based on the Bidders’ value. However, it will be scrutinized by Tender Committee members of CIL based on the uploaded documents. The summary of Tender Committee recommendation of the Techno-Commercial Evaluation will be made available on the portal.

d. Shortfall Documents:

In case CIL finds that there is some deficiency in uploaded documents by the bidders then the same will be specified online by clearly indicating the omissions/shortcomings in the uploaded documents and indicating the start date and end date allowing 10 days (10x24 Hours) time for online re-submission by the bidders. The bidder will get this information on their personalized dash board under ‘Upload Confirmatory/ Shortfall document’ link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidders responsibility to check the updated status / information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload the scanned copy of all those specified documents in support of the
information/declaration furnished by them online within the specified period of 10 days. If the bidder fails to submit the specified document/s in 10 days, 10 more days (10x24 Hours) may be given by CIL clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission/uploading of such document/s.

e. After evaluation of Techno-commercial bid, all the Bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the Bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the Bidder in this regard.

f. After final technical and commercial evaluation of the bids and the short listing of techno-commercially acceptable Bidders as above, the date and time of opening of Price bid shall be uploaded in the Portal and techno-commercially qualified shortlisted firms shall also be informed through system generated email and SMS alert.

g. The Price bid of the shortlisted Bidders (technically qualified) will be decrypted and opened on-line on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate. The Bidders may view the Price Bid opening on-line remotely on their personalised dashboard under the link “Bid Opening (Live)” and can see the Price Bid / BOQ submitted by all shortlisted Bidders. Bidders will get the information regarding the status of their Price Bid and the ranking there-off on the web-site based on price only, quoted by them. However, the final status will be computed on the basis of combined scores of Part-I and Part-II (total marks), which will be uploaded on the system for viewing of bidders.

h. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the Bidders who have participated in the bid along with timing and date will also be kept preserved in the system.

1.9 BID VALIDITY

The validity of Bids shall be not less than 120 (One Hundred Twenty) days from the Bid Submission End Date.

1.10 MODIFICATION AND WITHDRAWAL OF BID

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish.

Bidders may withdraw their bids online within the Bid Submission End date. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the Bid Submission End date, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/ Letter of Acceptance (LOA) with the following provisions of penal action:
- The EMD will be forfeited; and
- The Bidder will be debarred for 1 (One) year from participating in tenders in CIL/Subsidiary.

1.10.1 The Price-bid of all eligible Bidders including the Bidder who wants to withdraw bid will be opened and action will follow as under:

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

b) If the Bidder withdrawing his bid is H-1, then re-tender will be done. Penal action against the Bidder under the clauses above will be enforced from the date of issue of such order.

c) The Standard Operating Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary shall be as follows:

1.10.2 The Mode of Withdrawal

1.10.2.1 Online Withdrawal of Bids:

a. The system of online withdrawal is available on the portal up to Bid Submission End Date, where any Bidder can withdraw their bid which will attract no penal action.

b. The system of online withdrawal beyond Bid Submission End Date and till award of contract is not available. The Bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

1.10.2.2 Offline Withdrawal of Bids

a) A partner of Bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of their offer (or express his disassociation from the bidder organization).

b) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

1.10.3 Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause 1.10.1 and Clause 1.10.2.2 shall be put up to Tender Committee for deliberation and further course of action. The decision of Tender Committee will be binding on the Bidder.
1.11 NOTES

a) CIL reserves the right to postpone the date of receipt and opening of tender or to cancel the tender without assigning any reason whatsoever.

b) This e-Tender Notice shall be deemed to be part of the Contract Agreement.

c) CIL does not bind itself to accept the lowest Bid and reserves the right to reject any or all the Bids without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

d) Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website [http://www.coalindiatenders.nic.in] only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
SECTION-2

INSTRUCTIONS TO BIDDERS (ITB)

2.1 SCOPE OF BIDDER

2.1.1 CIL, invites bid for consultancy services for formulation of document “VISION 2030 FOR COAL SECTOR”.

2.1.2 The successful Bidder will be expected to complete the work within the completion period specified in the Bid Document/Notice.

2.2 ELIGIBLE BIDDERS

2.2.1 The Bidder shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice (NIT).

2.2.2 The Bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.2.3 The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder.

2.2.4 CIL reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

2.2.5 No sub-letting of the work by the Consultant is permissible.

2.3 ONE BID PER BIDDER

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the bids with the Bidder’s participation to be disqualified.

2.4 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.

2.5 CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents (all or as applicable) listed in below:

a) e-Tender Notice
b) Instructions to Bidders,
c) Conditions of Contract,
2.6 CLARIFICATION ON BIDDING DOCUMENTS

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online. The dates for seeking clarifications will be as specified online. The last date of giving clarification by CIL online will be up to 7 (seven) days before the Bid Submission End Date. CIL will clarify as far as possible only relevant queries. The clarifications given by CIL will be visible to all the Bidders intending to participate in Bid.

2.7 AMENDMENT OF BIDDING DOCUMENTS

2.7.1 Before the deadline for submission of Bids, CIL may modify the Bidding Documents by issuing addenda. Any addendum thus issued shall be a part of the Bidding Document and shall be displayed on the website. The Bidder shall upload the same during bid submission.

2.7.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, CIL shall extend, as necessary, the deadline for submission of Bids.

2.8 LANGUAGE OF BID

All documents relating to the Bid shall be in the English language. 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 govern, if any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate /work order/ agreement and an affidavit on non-Judicial stamp paper duly notarised in this respect to be submitted as to representation of the original.

2.9 CURRENCY OF BID AND PAYMENT

The bid prices (consultancy fees) quoted by the Bidder shall be in Indian Rupees. All payments under the contract shall be made in Indian Rupees.

2.10 BID PRICES

2.10.1 The Bidder shall closely study in detail the scope of services which govern the Consultancy fees being quoted. The contract shall be for the entire scope of services, as detailed in the Bidding Document.

2.10.2 The Bidder has to quote a lump sum amount towards consultancy fees for all elements of scope of services described in SECTION-4.

2.10.3 All investments, operating expenses, incidentals, overheads, etc. as may be attendant upon execution and completion of contract shall also be included in the total Bid price submitted by the Bidder.
2.10.4 The bid price will also be inclusive of all taxes and duties (except Service Tax or GST, as applicable). All payments by CIL shall be subject to applicable Indian Laws including TDS as per Income Tax Act, and Double Taxation Avoidance Agreement (DTAA) Treaty, if any.

2.10.5 Payment/ reimbursement of service tax (or GST, as applicable) by CIL to the Bidder would be made only on submitting a Bill/invoice in accordance with the provisions of the relevant Act.

2.10.6 The prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the Bidding Document.

2.11 BID VALIDITY

2.11.1 Bid shall remain valid for a period not less than 120 (One Hundred Twenty) days after the end date of bid submission. A Bid valid for a shorter period shall be rejected by CIL.

2.11.2 In exceptional circumstances, prior to expiry of the original time limit, CIL may request that the Bidder extend the period of validity for a specified additional period. The request and the Bidder's response shall be in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

2.12 EMD

2.12.1 EMD will be submitted as per Clause 1.3.

2.12.2 The EMD of the unsuccessful Bidder shall become refundable. The unsuccessful Bidder for this purpose means the Bidders who have not qualified for opening of Part-II of the Bid and those who have not emerged as H-1 Bidder after opening of Price Bid.

2.12.3 The EMD of successful Bidder shall be refunded after receipt of Performance Security.

2.12.4 The EMD may be forfeited:

- if the Bidder withdraws the Bid after Bid opening 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:
  - sign the Agreement; or
  - furnish the required Performance Security Deposit

2.12.5 Additionally, the Bidder will not be allowed to participate in the re-tender. The Employer reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of 12 months.

2.12.6 The EMD deposited with the Employer will not carry any interest.
2.13 **DEADLINE FOR SUBMISSION OF BID**

2.13.1 Bids shall be submitted on line on the web site [http://www.coalindiatenders.nic.in] within the date and time specified in the e-Tender notice.

2.13.2 CIL may extend the deadline for submission of Bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, 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.

2.14 **SIGNING AND SUBMISSION OF BID**

2.14.1 The Bidder’s Bid will be digitally signed by DSC holder submitting the Bid online and it does not require any physical signature. However, if the Bidder’s Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

2.14.2 Submission of Bid shall be as detailed at Clause 1.7.1 of e-Tender Notice.

2.15 **MODIFICATION AND WITHDRAWAL OF BID**

2.15.1 Modification and withdrawal of Bid shall be guided by Clause 1.10 of e-Tender Notice.

2.16 **BID OPENING**

2.16.1 All bids are to be submitted online only at the web-site [http://www.coalindiatenders.nic.in].

2.16.2 After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission (Clause 1.7.1 of e-Tender Notice) before scheduled submission, CIL will open the Bid in the manner as specified under Clause 1.8 of e-Tender Notice.

2.17 **EVALUATION AND COMPARISON OF BIDS**

2.17.1 The evaluation will be done as deliberated in Clause 1.8 of NIT (Section-1). The Bidders are required to comply with system requirement as Clause 1.7.1 of NIT.

2.17.2 Bidders are advised that the assessment of qualification of Bidders will be entirely at the discretion of CIL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by CIL. CIL will not entertain any query or clarification from Bidders who fail to qualify.

2.17.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein or in the TPS, CIL may, in its sole discretion, exclude the relevant information for the purpose of evaluation of the Bidder.

2.17.4 In case there is discrepancy between the declaration made in the Technical Parameter Sheet (TPS) and the relevant document submitted by the Bidder, the particulars mentioned in the documents shall only be considered.
2.17.5 If a Bidder claims credit for any credential, and such claim is determined by CIL as incorrect or erroneous, CIL shall reject such claim and the decision of CIL shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, CIL reserves the right to reject the bid.

2.17.6 Evaluation of Bids shall be done under combined quality-cum-cost based system (CQCCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70% while the Price Bid evaluation shall be allotted the weightage of 30%.

2.17.7 Evaluation of bid shall be based on cost evaluation under combined quality cum cost based system. Under this the technical proposal i.e. Part-I shall be allotted weightage of 70% while the financial proposal will be allotted the weightage of 30%.

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Eligibility criteria</th>
<th>Marks allocated</th>
<th>Min. Qualifying marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Past Experience of consultant :</td>
<td>50</td>
<td>40</td>
</tr>
<tr>
<td>a.</td>
<td>The Bidder must have successfully completed at least four (04) assignments related to any standalone study for specific industry/ sector or as a part of any strategic plan/ vision/policy document for any PSU or Government ministry, department or any business entity in India, during the seven (07) years period from 1st April, 2010 to 31st March, 2017. The consultancy fee for each of these successfully completed assignments claimed must be at least INR Fifty (50) lakhs or an equivalent value in foreign currency (as on last date of bid submission). Out of the above minimum four (04) assignments, at least one (01) assignment should be for coal or energy sector in India</td>
<td>(10 marks for each project)</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Additionally, the Bidder may have successfully completed four (04) assignments related to any standalone study for specific industry/ sector or as a part of any strategic plan/ vision/policy document for any PSU or Government ministry, department or any business entity in India, during the seven (07) years period from 1st April, 2010 to 31st March, 2017. The consultancy fee for each of these successfully completed assignments claimed must be at least INR Fifty (50) lakhs or an equivalent value in foreign currency (as on last date of bid submission).</td>
<td>(2.5 marks for each project)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Financial strength of the consultant</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>The Bidder in their name must have achieved a minimum average annual financial turnover of INR 50 crores from consultancy services during the immediately preceding three (03) consecutive financial years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Experience of Key Personnel</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>The minimum experience &amp; strength of key personnel should be as per Clause 1.6.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Total (1+2+3)</td>
<td>70</td>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>
2.17.9 The Bidders to “qualify technically” should obtain the minimum qualifying marks against each eligibility criteria as detailed above.

2.17.10 The Price Bid shall be opened only for the Bidders who qualify technically. The following methodology shall be adopted for evaluation of quoted price of Bidders who qualify in the technical bid evaluation.

2.17.11 The minimum quoted price among the ‘technically qualified’ Bidders shall be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest Bidder in Price Bid shall be 30. The following example illustrates the proposed methodology:

<table>
<thead>
<tr>
<th>Proposal</th>
<th>Quoted rate (assumed)</th>
<th>Evaluated marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Rs. 12 lakh</td>
<td>30*08/12 = 20.00</td>
</tr>
<tr>
<td>B</td>
<td>Rs. 10 lakh</td>
<td>30*08/10 = 24.00</td>
</tr>
<tr>
<td>C</td>
<td>Rs. 08 lakh</td>
<td>30*08/08 = 30.00</td>
</tr>
</tbody>
</table>

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

2.18 CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest that may affect the bidding process or the Consultancy. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the Employer shall forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the Employer or otherwise.

The Employer requires that the Bidder provides professional, objective, and impartial advice and at all times hold the Employer’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Employer.

If, during the evaluation of the bids and consultancy contract, any conflict or risk of conflict of interest arises, the Bidder undertakes to notify CIL immediately in writing of that conflict of interest so that CIL may take any step required to resolve the conflict or deal with the risk.

2.18.1 A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

a) the Bidder or its Associate (or any constituent thereof) and any other Bidder or its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or

b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
c) such Bidder has the same legal representative for purposes of this tender as any other Bidder; or

d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or

e) there is a conflict among this and other consulting assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. While providing consultancy services to the Employer for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.

2.18.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that their personnel and agents, similarly shall not receive any such additional remuneration.

2.18.3 Consultants and Associates not to be Otherwise Interested

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their associates, shall be disqualified from providing goods, works or services for any project resulting from or closely related to the Services.

2.18.4 Prohibition of Conflicting Activities

Neither the Consultants nor their personnel shall engage, either directly or indirectly, during the term of this Contract and two years after termination, any business or professional activities which would conflict with the activities assigned to them under this Contract.

2.19 AWARD CRITERIA

2.19.1 CIL will award the work to the qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. CIL shall be sole judge in this regard.

2.19.2 The Bidder, who scores the highest total score (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. Employer shall be the sole judge in this regard.
2.20 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.20.1 The Bidder, whose bid has been accepted, will be notified of the award by CIL prior to expiration of the bid validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that CIL will pay to the successful Bidder as consideration of the execution of the contract by the successful Bidder as prescribed by the Contract. The notification of award will constitute the formation of the Contract.

2.20.2 The successful Bidder shall enter into a Contract Agreement with CIL within 30 (thirty) days from the date of ‘Letter of Acceptance” (LoA) or within such extended time as may be granted by CIL. The cost of the stamp papers for the contract agreement shall be borne by the successful Bidder. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the successful Bidder free of cost and the original is to be retained by CIL. The contract document shall not be used by the successful Bidder for any purpose other than this contract and the successful Bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.20.3 After notification of award of the contract, CIL will promptly notify the other Bidders that their Bids have been unsuccessful.

2.21 PERFORMANCE SECURITY

The successful Bidder shall submit Performance Security Deposit for the amount equivalent to 10% of the lump sum agreed consultancy fee within fifteen (15) days from the date of issue of Letter of Acceptance towards ‘Performance Guarantee’. The Performance Security Deposit may be submitted in the form of ‘Bank draft’ or ‘Bank Guarantee’ from any scheduled Indian bank. ‘Bank draft’ shall be in favour of “Coal India Limited” payable at Kolkata. In case of ‘Bank Guarantee’, it shall be irrevocable and shall be submitted in the prescribed format given in Annexure: A5. The validity of the ‘Bank Guarantee’ shall be up to 90 days beyond the contract period. The BG issued by outstation bank shall be operative at its local branch at Kolkata.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued by issuing bank in paper form as well as issued under Structured Financial Messaging System (SFMS) on behalf of the bidder in favour of “Coal India Limited”. The Confirmation message by the issuing bank will be sent to the beneficiary bank through SFMS. The confirmation message should be sent in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Additionally, please mention “CIL0066312” in field number 7037 of IFN760COV of IFN767COV for sending an automatic alert on the registered email id of Coal India.

The detail of beneficiary bank for issue of BG through SFMS Platform is furnished below:
Name of the bank: ICICI Bank  
Branch: Rasoi Court  
IFSC: ICIC0000006  
A/c No: 000651000038  
Code reference: CIL0066312  

The paper BG would be delivered by issuing bank to the beneficiary i.e. Coal India Limited, Corporate Planning Division, Coal Bhawan, Premise No.4, Plot No. AF III, Action Area A1, New Town, Rajarhat, Kolkata 700156 under Speed Post/Registered Post (AD). Original BG shall be accepted from issuing bank only. However, the paper BG would be operative only on receipt of separate advice through SFMS and confirmed by the advising bank (i.e. beneficiaries bank). The confirmation of issuance of BG through SFMS from advising bank shall be obtained through electronically as well as print out of the said message from advising bank with seal and signature.

Failure of successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

CIL shall be at liberty to deduct/appropriate from the Performance Security Deposit such sums as are due and payable by the successful Bidder to the Employer as may be determined in terms of the contract.

Performance Security shall be released/ refunded to the successful Bidder without any interest after successfully completion of the contract and after adjusting any amounts that may be due and payable by the successful Bidder.

2.22 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 Court only.

2.23 e-PAYMENT

2.23.1 All Bills/ Invoices along with relevant supporting documents in the name of “Coal India Limited” shall be submitted in triplicate to Designated Officer of CIL for verification and for payment.

2.23.2 All payments under the contract shall be in Indian Rupees.

2.23.3 Payment to the successful Bidder shall be remitted in electronic mode (e-payment) only through any of the designated bank in India. The successful Bidder will comply by furnishing full particulars of Bank account mandate as per ANNEXURE - A3: Section-5 to which the payments will be routed.

2.24 MISCELLANEOUS

2.24.1 The Bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
2.24.2 After opening of the tender, if CIL decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.

2.24.3 Throughout the Bidding Documents, the terms ‘Bid’ and ‘Tender’ and their derivatives are synonymous.

2.24.4 The processes for entering into the agreement with the successful Bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by the successful Bidder for executing the agreement shall be as specified in the Bid Document.

2.24.5 Instructions to Bidders (ITB) shall be a part of contract agreement.
SECTION-3

CONDITIONS OF CONTRACT

3.1 DEFINITIONS:

(i) The word “Coal India Limited” or “CIL” or “Employer” wherever occurs in the tender document, means Coal India Limited represented at headquarter Kolkata by the Chairman or his authorized representative or any other officer specially deputed for the purpose.

(ii) The word “Consultant” wherever occurs means the successful Bidder who has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a Firm or a Company or the successors and permitted assignees of such Firm or Company, as the case may be.

(iii) The word “Designated Officer” wherever occurs in the tender document, means General Manager (Corporate Planning) responsible for supervising and administering the contract.

Designated Officer will be responsible for supervising and administering the contract, certifying payment due to the Consultant, valuing variations to the contract, awarding extension of time and valuing compensation events. Designated Officer may further appoint his representatives or any other competent person who will be directly responsible for supervising the work being executed, on his behalf under the Delegation of Powers of CIL. The same will be notified to the Consultant. However, overall responsibility, as far as the contract is concerned, will be that of the Designated Officer.

(iv) A ‘Day ’shall mean a day of 24 hours from midnight to midnight.

(v) “Contract” means the Letter of Acceptance by CIL and acknowledgement by Consultant/ successful Bidder together with tender documents referred to therein including conditions of contract, scope of work and the formal agreement executed between CIL and the Consultant.

(vi) “Contract price” shall mean the total sum (excluding service tax or GST) for which tender is accepted by CIL.

(vii) “Acceptance of the documents” shall mean CIL’s written acceptance of the documents formulated by the Consultant under the contract.

(viii) “Contract period” shall mean the time required for execution of the contract starting from the date of award of the contract and ends on the date of acceptance of the documents by CIL.

(ix) Words importing singular only shall also include the plural and vice-versa where the context so requires.

(x) “Letter of Acceptance” of the tender shall mean the official notice issued by CIL notifying that his tender has been accepted and awarded.

(xi) “Effective Date of Contract” means the date of Notification of Award / Letter of Acceptance unless otherwise provided in the Notification of Award issued by CIL.

(xii) “Final acceptance” shall mean the Employer written acceptance of the final report performed under this contract after successful completion of work/study.
“MoC” shall mean Ministry of Coal, Government of India.

3.2 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

a) Articles of Agreement
b) Global Tender Notice
c) Instructions to Bidders
d) Letter of Acceptance
e) Conditions of contract,
f) Scope of Work
g) Any other relevant documents

After acceptance of tender the successful Bidder shall be deemed to have carefully examined all Contract Document to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to CIL in writing in order that such doubt may be removed. CIL will provide such clarifications as may be necessary in writing to the Bidder. Any information otherwise obtained from CIL or the Designated Officer shall not in any way relieve the successful Bidder of his responsibility to fulfil his obligations under the Contract.

3.3 DURATION OF CONTRACT

The date of completion for the performance of services by the Consultant under the agreement shall be fourteen (14) weeks from the date of issue of Letter of Acceptance (LoA). The Consultant shall be require to perform the services with due diligence and in accordance with the schedule agreed to herein.

3.4 INDEMNITY DAMAGES & INSURANCE

The Consultant shall indemnify and make harmless CIL or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Consultant, his agents or employees in the execution of the work. The indemnity amount will be limited to contract value, subjected to final determination by the competent court.

3.5 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the Consultant fails to maintain the required progress in terms of the agreed time or to complete the work on or before the date of completion of work or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation/ ‘Liquidated Damages’ (LD) @ half percent (1/2%) of the Contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the Contract price. The amount of compensation may be adjusted or setoff against any sum payable to the Consultant under this or any other contract with the Employer.
CIL, if satisfied, that the works can be completed by the Consultant within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D.

In the event of extension granted being with L.D., CIL will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Consultant as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

CIL, if not satisfied that the works can be completed by the Consultant, and in the event of failure on the part of the Consultant to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

CIL, if not satisfied with the progress of the contract and in the event of failure of the consultant to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

In the event of such termination of the contract as described in above two paras CIL, shall be entitled to recover L.D. upto ten percent (10%) of the contract price and forfeit the equivalent amount retained by CIL towards Performance Security. Besides the above, CIL may get the work completed by other means at the risk and cost of the Consultant.

CIL may waive the payment of compensation, depending upon merit of the case, on request received from the Consultant if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

3.6 **FORCE MAJEURE**

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

a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

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

a) Consultant will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of CIL.
b) For delays arising out of Force Majeure, the Consultant will not claim extension in completion date for a duration exceeding the period of delay attributable to the causes of Force Majeure and neither Employer nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.). Provided, it is mutually established that the Force Majeure conditions did actually exist.

c) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

The Consultant or CIL shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Consultant performance of his obligations has been delayed for other causes.

### 3.7 DELAYS BY CIL OR ITS AUTHORIZED AGENT

In case the Consultant's performance is delayed due to any act of omission on the part of CIL or its authorized agents, then the Consultant shall be given due extension of time for the completion of the works, to the extent such omission on the part of CIL has caused delay in the Consultant's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Designated Officer shall be final.

### 3.8 EXTENSION OF DATE OF COMPLETION

On happening of any events causing delay as stated hereinafter, the Consultant shall intimate immediately in writing the Designated Officer:

a) due to any reasons defined as Force Majeure

b) Any other causes which, at the sole discretion of CIL is beyond the control of the Consultant.

Provisional extension of time may be granted by the Designated Officer during the course of execution, on written request for extension of time. The Consultant shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Designated Officer.

Further, the Designated Officer, on its own or at the request of the Consultant, may extend the duration of contract or grant addition time to the Consultant, if it is felt by the Employer/Consultant that the extension or additional time would improve the quality of deliverables or work.

### 3.9 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of
this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the Consultant to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Consultant under the contract.

3.10 PRICE VARIATION CLAUSE
The Price shall remain firm without any price variation due to escalation.

3.11 TAXES, PERMITS & LICENCES
In pursuance of the contract, the Consultant shall be liable to pay all taxes, duties, levies, permit or licence fee, whether local, municipal, provincial or central, lawfully assessed against the Employer or the Consultant, other than service tax or GST.

3.12 PAYMENT SCHEDULE
The payment terms of consultancy fees will be as follows:-

a) 20% of the Contract Price after submission of the draft report to CIL.

b) 40% after submission of draft document along with outcome of public opinion & two workshops and its presentation at MoC.

c) 40% on submission of the final report & its acceptance of by MoC.

3.13 CONFIDENTIALITY
The Bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, 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 and 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 CIL, in any jurisdiction, and any amendments or supplements thereto. The Bidder 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.

CIL also desires that the Bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the Bidder by CIL at any time during the agreement / award of work / execution of work and thereafter. The Bidder shall disclose Proprietary Information received under the contract to person 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 any expiration or termination of the contract and shall bind the Consultant, its employees, agents, representatives, successors, heirs and assigns.
The obligations of confidentiality in this Agreement do not apply to information which is in the public domain at the time of disclosure to the Consultant or which later comes into the public domain through no breach of this Agreement by the Consultant.

3.14 LIMITATION OF LIABILITIES
CIL shall in no way be responsible for any liabilities arising out of the Consultant’s contractual obligation with the Consultant’s personnel, experts, engineers, subcontractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of CIL’s personnel.

3.15 SETTLEMENT OF DISPUTES
It is incumbent upon the Consultant to avoid litigation and disputes during the course of execution. However, if such disputes take place between the Consultant and CIL, effort shall be made first to settle the disputes at the mutual level.

The Consultant should make request in writing to the Designated Officer for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/ claims of the Consultant shall be entertained by CIL. If differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

3.16 GOVERNMENT REGULATIONS & STATUTORY ACTS
The Consultant should execute and deliver such documents as may be needed by CIL in evidence of compliance of all laws, rules and regulations required for reference. The Consultant shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Consultant and CIL shall not be responsible in any manner whatsoever.

All legal formalities are to be obtained prior to and or during the commencement of work by the Consultant for the successful execution of the said Work. The Consultant shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. CIL shall have no liabilities in this regard.
3.17 INTELLECTUAL PROPERTY RIGHTS

No services covered under the contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify CIL, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, CIL, shall be defended in the defence of any proceedings which may be brought in that connection.

3.18 PROGRESS REPORT

The Consultant would be required to intimate the progress of the work to CIL in a frequency and manner prescribed by CIL, in consultation with the Designated Officer after the award of contract.

3.19 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

3.19.1 CIL shall be entitled to cancel the contract in full or in part, if the Consultant:

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from CIL, then on the expiry of the period as specified in the notice; or

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of CIL, then on the expiry of the period as may be specified by CIL in a notice in writing; or

c) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by CIL, then on the expiry of the period as may be specified by CIL in a notice in writing; or

d) Shall offer or give or agree to give any person in the service of CIL or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for CIL; or

e) Shall try to obtain a contract with CIL by way of ring tendering or other non-bonafide method of competitive tendering.

3.19.2 CIL shall in such an event give fifteen (15) days’ notice in writing to the Consultant of his decision to do so.
SECTION-4

SCOPE OF SERVICES

4.1 BACKGROUND: CONTEXT AND OBJECTIVE

With the policy of the Government to provide power to all and sustained high economic growth, it is axiomatic for the coal sector (which includes lignite) to have a comprehensive policy so that it continues to fuel the infrastructural growth in India. Total electricity generated in India was 1352 TWh or at approximately 1075 kWh per capita in 2015-16. Coal has long been mainstay of power generation in India with around 60% of the installed capacity and 76% of the total generation coming from coal based generation. Coal will continue to be the dominant source of fuel for power generation till such times as affordable, sustainable and reliable option for power is found.

However, there is uncertainly on the long term future of the coal sector which employs around a million people; Draft National Electricity Plan, 2016 prepared by Government of India states that India does not need additional non-renewable power plants till 2027 with the commissioning of 50,025 MW coal based power plants under construction and additional 100,000 MW renewable power capacity. With Government of India’s efforts to push Renewable energy due to international conventions on climate change, increase in carbon Cess and other initiatives for lesser use of coal, there is a need for ‘Vision 2030 for the coal sector’ which takes into account the environmental factors such as reduction of carbon footprint, non-abatement of global warming..

In view of the above, it may be said that Indian coal sector is at cross-roads today. While it has performed well in the last several years, the potential for performance of the sector needs to be assessed in light of multiple changes in the energy sector. Hence, Ministry of Coal, Government of India intends to assess the long term vision up to 2030 for the coal sector in India

4.2 SCOPE OF WORK

The Terms of reference and scope of the work for ‘Vision 2030 for Coal Sector’ is mentioned below:

4.2.1 Demand and Supply Scenario 2020 and 2030

- Economic, business and regulatory environment and trends; Global and domestic – that would have an impact on energy requirement and hence coal demand in the country
- Energy and Electricity demand in the country by 2030 – based on economic growth, energy intensity of the economy, energy efficiency measures or any other factor affecting energy demand in the country
- Technology trends e.g. falling cost of renewables, evolution of energy storage and growth of electric mobility
• Energy mix by 2030 – Renewables, Coal & lignite, gas and nuclear by capacity and output
• Projection of requirement of coal by 2030 in the energy sector contribution of coal (including lignite) based energy in total energy basket
• Projection of requirement of coal & lignite in other industries like Cement, steel, sponge iron etc. based on their expected growth
• Evaluate the impact of climate change and carbon footprint reduction obligations, carbon policies etc. on coal & lignite demand growth
• Strategy to meet the obligations under climate change agreement.
• Project supply scenario of coal & lignite considering, but not limited to, the following factors:
  ➢ Expected ramped up production of Coal India subsidiaries and SCCL
  ➢ Production by Other domestic sources including commercial mining by private players
  ➢ Assess the requirement of coking as well as high grade thermal coal and suggest a product mix based on domestic production and imports
  ➢ Imported coal considering demand for imported based on cost economics, global coal outlook, sea freights and forex movement
  ➢ Key market segments for coal & lignite

4.2.2 SWOT Analysis

• Based on Demand/Supply Scenario and discussion with stakeholders, conduct a SWOT analysis of the coal sector.

4.2.3 Technology for the coal & lignite sector

Identify and assess the various technologies and their impact on the coal sector, some of the suggested ones are listed below
• Advanced mining techniques- particularly development of large scale mechanized underground coal mines for less surface footprint and to address deep incremental coal reserve
• Improving man and machine productivity
• Alternate/ clean coal technologies- Underground Coal gasification, Coal gasification, Coal-to-liquid: pushing coal demand from non-conventional usage
• Emission abatement: making coal cleaner
• Advancement in railways and optimization of routes through coal swapping- helping coal to retain its competitiveness

4.2.4 Advancement in coal & lignite mining

Evaluate and suggest the ways and means for
• Increasing the mines’ output and reducing losses - both in opencast and underground mines
- Simplification of regulatory framework for opening up of new coal or lignite mines for larger private sector participation in mining
- Adoption of greater technology usage in mining in India
- Cost reduction ideas implementation in mining
- Mine closure and reclamation of mining area
- Streamlined logistics e.g. use of coastal shipping, increase railways capacity, slurry pipelines etc.
- Improving safety in the coal mining industry
- Conclusive community development
- Availability of skilled manpower

4.2.5 Action Plan

- Suggest high level action plan for achieving coal vision 2030
- Assess the investment requirement for achieving the plan
- Suggest policy and regulatory initiatives required
- Inter-ministerial coordination required for achieving Vision 2030

4.3 DELIVERABLES & TIMELINES

The deliverables and timelines shall be as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Deliverable / Milestones</th>
<th>Timelines</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Submission of draft document</td>
<td>8 Weeks</td>
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<tr>
<td>2.</td>
<td>Conducting two (2) workshops, one for coal producers and one for coal consumers</td>
<td>Within 2 weeks of submission of draft document</td>
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<tr>
<td>3.</td>
<td>Inviting public opinion online</td>
<td>Within 2 weeks of submission of draft document</td>
</tr>
<tr>
<td>4.</td>
<td>Submission and presentation of draft document including outcomes of workshop and public opinion to CIL/MoC.</td>
<td>Within 2 weeks of completion of activities no.2 &amp; 3.</td>
</tr>
<tr>
<td>5.</td>
<td>Submission and presentation of final report to CIL/MoC.</td>
<td>Within 2 weeks of completion of activity no.4.</td>
</tr>
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</table>

Note:
1. The total duration of the assigned work shall as per Clause 3.3.
2. The consultant will organise/conduct the proposed workshops and seek online public opinion in consultation with CIL to ensure wider participation from major stakeholders.
3. The consultant shall bear all expenses in relation to proposed workshops and inviting online public opinion.
ANNEXURE - A1: Format of “Letter of Bid”

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)
(To be uploaded during submission of bid online)

To,
The General Manager (Corporate Planning)
Coal India Limited, Coal Bhawan, Premise No-04 MAR,
Plot No-AF-III, Action Area-1A, Newtown, Rajarhat,
Kolkata-700156.

Sub: Letter of Bid for the work of formulation of document on “VISION 2030 FOR COAL SECTOR”

Ref.: 1. NIT No. : …………………………….“(to be filled by the Bidder)
       2. Tender Id No. : “………………………….“(to be filled by the Bidder)

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

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

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

I/We hereby confirm that this bid complies with the Bid validity, EMD and other documents as required by the Bidding documents.

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

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

In case this bid is accepted, we agree to furnish Performance Security within 15 days of issue of letter of acceptance and commence the work within 15 days of issue of letter of acceptance. In case of our failure to abide by the said provision CIL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the EMD and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)
ANNEXURE - A2: PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

FORMAT OF UNDERTAKING

I/We, ..............................................................................................., Authorised Representative of M/S. ...................................................., solemnly declare that:

1. I/We am/are submitting Bid for the work ........................................ against NIT No/Tender ID...................... 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 CIL.

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 authorise CIL to seek references / clarifications from our Bankers.

6. *I/We have submitted particulars of existing Service Tax/ GST/ Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Service Tax/ GST/ Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.

7. 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.

8. *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.

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

   Or

   *I / We ......................have been banned by the organization named “_____________” for a period of................. year/s, effective from ................ to..............................,(in case of JV, name(s) of the JV Partner(s)).

10. 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 and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.
ANNEXURE - A3: MANDATE FORM FOR ELECTRONIC FUND TRANSFER

To
Coal India Limited,
Coal Bhawan
Premise No-04 MAR,
Plot No. - AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata-700156

Sub: Authorization for release of payment due from Coal India Limited, Coal Bhawan, Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156 through Electronic Fund transfer/ Internet Banking.

Ref: Tender/Enquiry/Letter No. ___________________ Date __________

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1. Name of the Party : ____________________________________________

2. Address of the Party: __________________________________________
   City _____________________ PIN Code____________________
   State ____________________ Country____________________
   E- Mail Id _______________________________________
   Permanent Account Number __________________________

3. Particulars of Bank

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Branch Name</th>
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<tr>
<th>Branch Place</th>
<th>Branch City</th>
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<tr>
<th>PIN Code</th>
<th>Branch Code</th>
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<table>
<thead>
<tr>
<th>MICR No.</th>
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(9 Digits 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)

<table>
<thead>
<tr>
<th>IFS CODE</th>
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<tbody>
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<thead>
<tr>
<th>Account Type</th>
<th>Savings</th>
<th>Current</th>
<th>Cash Credit</th>
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<td></td>
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<tr>
<th>Account Number(as appearing in the Cheque Book)</th>
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</table>

4. Date from which the mandate should be effective.

I 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 shall not hold CIL responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:
Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp :
Date :

(Signature of the Authorized official from the Banks)
ANNEXURE - A4: UNDERTAKING FOR NO CONFLICT OF INTEREST & NON-BANNING/BLACKLISTING OR DELISTING CERTIFICATE

(To be submitted on the letterhead of the Bidder)

Date: dd/mm/yyyy

To

General Manager (Corporate Planning),
Coal India Limited
Coal Bhavan, 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 have not been suspended or banned or de-listed or black-listed by any Government or Quasi-Government agencies or PSU’s including CIL or any of its subsidiaries as required under Clause 1.6.1 c) of the bid document.

We hereby further declare that we have read the provisions "Conflict of Interest" under Clause 2.18 of the tender document and certify that we do not have any conflict of interest as required under the clause.

In case of any change in the status of the above, any time hereinafter, we will immediately inform CIL of the same.

Signature of the Bidder with seal:

Dated this________ day of _______ 20--

Signature________________

Name____________________

Designation________________
ANNEXURE - A5: BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:
Coal India Limited,
Coal Bhawan
Premise No-04 MAR,
Plot No-AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata-700156

In consideration of Coal India Limited, having its Registered office at Coal Bhawan, Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156 (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____________ [Name & Address of the Consultant] (hereinafter called to as “Consultant” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) the work _______________ [Name of the Work] by issue of Letter of Award No. __________ [Work Order/Letter of Intent No.] and the same having been unequivocally accepted by the Consultant resulting into a Contract Agreement dated __________ valued at _______________ [value of Work Order] (hereinafter called the ‘said agreement’) and the Employer having agreed to accept Performance Bank Guarantee of ___ [indicate figure]% of the Contract Sum _____________ [amount in figures and words] from a Nationalized/Scheduled Bank for due performance of the work executed by the Consultant as per the terms & conditions contained in the said agreement.

The………………………………………(Name of the Bank) having its Office at………………………………………………. has at the request of the Consultant agreed to give the guarantee as hereinafter contained.

We………………………(name of the bank) (hereinafter Called ‘the Bank’) do hereby unconditionally agree with the Employer that if the Consultant shall in any way fail to observe or perform the terms and conditions of the said agreement regarding repayment of the said sum of Rs………………………………………………………………………………… or any of them including the term for payment of interest for delay for deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Employer the said sum of Rs. ……………………………………………………………………… or such portion as shall then remain unpaid with interest without requiring the Employer to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the Employer to compel such payment by the Consultant.

Any such demand shall be conclusive as regards the liability of the Consultant to the Employer 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 Consultant 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 Employer and the Consultant regarding the claim.
We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the .......... Day of............... but if the period of agreement is executed either pursuant to the provisions in the said agreement or by mutual agreement between the Consultant and the Employer the Bank shall renew the period of the guarantee failing which it shall pay to the Employer the said sum of Rs. .......... or such lesser amount out of the said sum of Rs. ................................ as may be due to the Employer and as the Employer may demand. This guarantee shall remain in force until the dues of the Employer in respect of the said sum of Rs .......... and interest are fully satisfied and the Employer certifies that the agreement regarding re-payment of the said sum of Rs. ........................ has been fully carried out by the Consultant and discharges the guarantee.

The Bank further agrees with the Employer that the Employer shall have the fullest liberty without the consent of the Bank and without effecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Consultant and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Consultant or through any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the Consultant or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Employer the said sum of Rs. ......................... or such lesser sum as may then be due to the Employer out of the said advance of Rs............... and as the Employer may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs....................... only. The guarantee shall remain in force till the .......... day of.............. and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the Employer under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and ...................... who has signed it on behalf of the Bank has authority to do so. .......................... (Name of the person)

Dated this..............................day of..........................20......

Place........................................

Signature of the authorized person for and on behalf of the Bank
ANNEXURE - A6: PROFORMA FOR EXECUTION OF AGREEMENT

(To be executed on Non-Judicial Stamp Paper of appropriate value)

This agreement is made on ………………. day of …………….. between ……… (Name of Company) registered under ………. and having its registered office at ……………………………… (hereinafter called the ‘EMPLOYER’ which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ………………… (Name of the Successful bidder) carrying on business as a registered Company/ Firm registered under……….. in the name and style ………………………………………… (hereinafter called the ‘Consultant’ which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Employer invited tenders for the work of “…………..……” and whereas the said Consultant/Firm submitted tender for the said work and deposited a sum of ₹………………. as Earnest Money and whereas the tender of the said contract has been accepted by the Employer for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender documents hereinafter referred to.

2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.

   i) Tender Document (Section-1 to Section-5)
   ii) Bid documents
   iii) Negotiation letters, if any
   iv) Letter of Acceptance/Work Order

3) In consideration for the payment of the sum of Rs……(W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by the Employer, the said Consultant shall, subject to the terms & condition contained herein execute and complete the work as described.

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

<table>
<thead>
<tr>
<th>1 Authorised Signatory</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Authorised Signatory</td>
<td>Signature</td>
</tr>
</tbody>
</table>
On behalf of M/s………………………………., the Consultant, as one of the constituted attorney, In the presence of –

| 1. Name _____________________________ | Designation | Signature |
| Address: | | |
| Occupation: | | |

Signed by Sri ……………………, Designation on behalf of CIL in presence of -

| 1. Name: | Address: | Signature |

45
ANNEXURE - A7: POWER OF ATTORNEY

(Format for the Notarised and Legalised Power of Attorney for Authorized Signatory dealing the Bid on behalf of the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

I**…………………. on behalf of M/s ………………   (Name & address of the Bidder) would like to declare as below:

WHEREAS I/WE HEREBY AUTHORISE Mr./ Mrs.*……………. to act as the Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. issued by CIL.

AND WHEREAS the above named person, Mr./Mrs*. _________________ is sufficiently capable and knowledgeable about all the affairs related to the said Bid and is capable of handling them and decision taken by him shall be binding on the Bidder.

Name and Designation of the Authorized Signatory

(Person concerned* to submit the bid):

Signature of the Authorized Signatory:

Attested by:-

Signature

Name & Designation of the official**   ………………………

For and on behalf of :   (Name of the Bidder)
# ANNEXURE - A8: GENERAL INFORMATION ABOUT THE BIDDER

(Ref Clause 1.6.1 of Section-1)

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

(Certified copies, as applicable, to be attached)

Date: 
Place: 

Authorized Signature
Name & Designation

Signature Not Verified
Digitally signed by TARUN KUMAR
MUKHERJEE
Date: 2017.05.10 10:53:49 IST
Location: Coal India Limited