



कोल इण्डिया लिमिटेड

भारत सरकार की महारत्न कंपनी

COAL INDIA LIMITED

A Maharatna Company – Government of India U/T

संख्या: CIL/HRD/2022/TNA/WO/15774

दिनांक: 24-05-2022

सेवा में,

मे° डेलोइट टूश तोऽमात्स इण्डिया एल° एल° पी° | M/s Deloitte Touche Tohmatsu India LLP

GSTN: 27AALFD7157J1ZZ

27वाँ – 32वाँ माला, टावर – 3 | 27th – 32nd Floor, Tower – 3

इण्डियाबुल्स फाइनेन्स सेंटर | Indiabulls Finance Centre

सेनापति बापट मार्ग, एल्फिन्स्टन रोड (प°) | Senapati Bapat Marg, Elphinstone Road (W)

मुंबई – 400 013 | Mumbai – 400 013.

Attention: Mr Sankalp Mohanty (sankalpm@deloitte.com)

महोदय / महोदया,

विषय: Work Order for the Job of “Conducting Training Needs Analysis/Assessment(TNA) for entire Executive Workforce of CIL and its subsidiaries” on Nomination Basis

सन्दर्भ: Email from ritwmishra@deloitte.com dated 12.04.2022

With reference to the above, the CIL Management is pleased to place Work Order subject to the following terms and conditions:

- Scope of Work:** The Consultancy Firm will conduct Training Needs Analysis/Assessment (TNA) of entire Executive Workforce of CIL and its subsidiaries (at present around 15000) consisting of following work components (i) Design Behavioral, Technical, and Managerial Competencies of Executives across all Roles and levels of CIL subsidiaries (ii) Define the As-Is and To-Be States (iii) Carry out Gap/Training Needs Identification, Assessment, and Analysis (iii) Conduct a Pilot based on TNA (iv) Measure training effectiveness (with reference to Pilot Programme) and scale the approach for CIL-wide implementation.
- Timelines:** The Consultancy Firm will complete the list of activities as mentioned in **Annexure-‘A’** appended with this work order within 90days from the date of issuance of work order.
- Total Contract Price & Schedule of Rates:** The total contract price shall not increase ₹ **49,25,960.62** (Rupees Forty Nine Lakh Twenty five Thousand Nine Hundred Sixty and Sixty Two paise Only) (Work Value: ₹ 41,74,542. 90 plus ₹7,51,417.72 (GST currently @ 18%). Prior approval of Competent Authority of CIL is to be obtained for any Out-of-Pocket expenses and shall be paid as per company rules and at actuals for which documentary evidences are to be submitted with the invoices.
- Period of Contract:** The total Contract period shall be for 3(three) months i.e. for 90days and shall be adhered by the firm/contractor as mentioned in point no (2) above from the date of issuance of Work Order.
- Payment Terms:**
 - 40% Payment will be made to M/s Deloitte Touche Tohmatsu India LLP on completion of activities from Serial No: 1 to 6 of the **Annexure-‘A’** and submission of deliverables in the form of Final Report within 30days.

PTO

Office of the HoD (HRD)

2nd Floor, “COAL BHAWAN”, PREMISES № 04, MAR, PLOT №: AF-III, ACTION AREA-1A, NEW TOWN, RAJARHAT, KOLKATA – 700 156 (WEST BENGAL)

Website: www.coalindia.in | **Email:** gmhrd.cil@coalindia.in | **Phone:** +91-33-71104272 | **Fax:** +91-33-23242297

CIN: L23109WB1973GOI028844 | **GSTN:** 19AABCC3929J1ZH

आप हमसे हिन्दी में भी पत्राचार कर सकते हैं।

- 5.2. 60% Payment will be made to M/s Deloitte Touche Tohmatsu India LLP on completion of activities from Serial No: 7 to 11 of the **Annexure-'A'** and submission of deliverables in the form of Final Report within 90 days.
- 5.3. Income tax at source will be deducted by CIL as per the applicable law and regulation and TDS certificate shall be issued to the Firm by CIL.
- 5.4. In general, payment will be made within twenty one (21) days of submission of specified documents as per payment schedule given below, along with three (3) copies of the tax invoices indicating basic and GST, subject to the veracity of the bill/invoice submitted by the firm/Contractor.
- 5.5. The bills shall be raised at the end of contract period which will be paid within 21 (twenty one) days after receipt and acceptance of the same. During the period of contract, no interest is payable on any amount whatsoever to the Firm/Contractor.
- 5.6. **Bills:**
 - 5.6.1. The bills shall be raised in triplicate along with acceptance certificate.
 - 5.6.2. No interest is payable on any amount whatsoever to the Firm/Contractor.
 - 5.6.3. The invoice will be raised in the name of Coal India Limited.

The bill raised by M/s Deloitte Touche India LLP will be certified /accepted by the designated Project Coordinator/HoD(HRD), CIL
6. **Paying Authority:** General Manager/HoD (Finance) of CIL
7. **Performance Bank Guarantee:** Not Applicable
8. You will have to enter into an agreement within 07 days of issuance of work order
9. **Intellectual Property Rights:**
 - a. In order to perform the Services, Consultancy Firm must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/ proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.
 - b. All documents, reports, information, data etc. collected and prepared by Contractor/Consultancy Firm in connection with the scope of work will be the property of the Owner and shall be submitted to the Owner.
 - c. Consultancy Firm shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out any services with any third parties.
 - d. Consultancy Firm shall not without the prior written consent of the Owner be entitled to publish studies or descriptive articles with or without illustrations or data in respect of or in connection with the performance of Services.

10. Force Majeure:

- 10.1. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Consultancy Firm, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:
 - 10.1.1. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - 10.1.2. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - 10.1.3. sabotage, embargo, import restriction, epidemics, pandemics, lockdown, quarantine, and plague; or
 - 10.1.4. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lighting or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately affecting project implementation.
- 10.2. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 10.3. If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:
 - 10.3.1. the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
 - 10.3.2. the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
 - 10.3.3. the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/events; and
 - 10.3.4. any other information relevant to the affected Party's claim.
- 10.4. The Party who has given such notice may be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time for commencement of services may be extended in accordance with NIT Section-III (Conditions of Contract) Clause No.22.
- 10.5. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.
- 10.6. Any delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall not:
 - 10.6.1. constitute a default or breach of the Contract; and
 - 10.6.2. (subject to above Clauses No.10.2, 10.3, and 10.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 10.7. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days

on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.

- 10.8. In the event of termination pursuant to Clause No.11 on "Foreclosure and Termination", the rights and obligations of the Consultancy Firm and the Owner shall be as specified in Clause No.11.
- 10.9. Notwithstanding Clause No 10.4, Force Majeure shall not apply to any obligation of the Owner to make payments to the Consultancy Firm under the Contract for the work done by the Consultancy Firm till the time of occurrence of such Force Majeure event.

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

11.1. Foreclosure of Contract in full or part

- 11.1.1. If at any time after issuance of the Work Order, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through Project Coordinator, shall give a fifteen (30) days' notice in writing to that effect to the Consultancy Firm, referring to this clause.
- 11.1.2. Upon receipt of the notice of foreclosure under Clause No.11.1.1, Consultancy Firm shall, either as soon as reasonably practical or upon the date specified in the notice of termination, foreclosure, cease all further work, except for such work as the Owner may specify in the notice of foreclosure for the sole purpose of protecting that part of the implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition,
- 11.1.2.1. The Consultancy Firm will not share any information/data with any third party and handover all such information/data in original form to the Owner at the date of termination/foreclosure.;
- 11.1.2.2. To the extent legally possible, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Consultancy Firm as of the date of termination of the Contract.

11.2. Termination for Consultancy Firm's Fault

- 11.2.1. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Consultancy Firm, referring to this 11.2.1:
- 11.2.1.1. if the Consultancy Firm becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Consultancy Firm or any of its assets, or if the Consultancy Firm makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Consultancy Firm before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Consultancy Firm, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Consultancy Firm, or if the Consultancy Firm takes or suffers any other analogous action in consequence of debt;
- 11.2.1.2. if the Consultancy Firm assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause No 28 of Section III (CC) of NIT on "Assignment"; or

11.2.1.3. if the Consultancy Firm, in the judgment of the Owner, has engaged in Prohibited Practices in competing for or in executing the Contract, including but not limited to wilful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and / or licenses from the owner of such, hardware, software, or materials provided under the Contract.

11.2.2. If the Consultancy Firm:

11.2.2.1. has abandoned or repudiated the Contract;

11.2.2.2. has without valid reason failed to commence Service promptly;

11.2.2.3. has failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or

11.2.2.4. refuses or is unable to provide sufficient Materials, Services, or labour to execute to provide the Service;

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Consultancy Firm stating the nature of the fault and requiring the Consultancy Firm to remedy the same. If the Consultancy Firm fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Consultancy Firm that refers to this Clause No.11.2.2.

11.2.3. Upon receipt of the notice of termination under Clauses No 11.2.1 or 11.2.2, Consultancy Firm shall, upon such date as is specified in the notice of termination:

11.2.3.1. Cease all further work, except for such work as the Owner may specify in the notice of termination;

11.2.3.2. Deliver to the Owner all drawings, specifications, and other documents prepared by the Consultancy Firm as at the date of termination in connection with the Service.

12. **Pre-Contract Integrity Pact:** The signed copy of the Pre-Contract Integrity Pact submitted by you in the bid documents Ref No RFP CIL/CV/Consultant/2020/RFP/4444 dated 06.08.2020; e-tender ID: 2020_CILHQ_179601_1, countersigned by CIL, shall also be applicable to the present contract.

13. **Jurisdiction of Court:** Under the Jurisdiction of Calcutta High Court at Kolkata.

14. **Loss of or Damage to Property; Accident or Injury to Workers; Indemnification:** The Consultancy Firm shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution of Facilities and by reason of the negligence of the Consultancy Firm or its subcontractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

15. **Limitation of Liability of Consultancy Firm:**

15.1. Consultancy Firm shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and

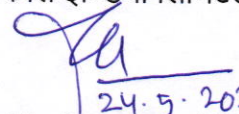
15.2. The aggregate liability of Consultancy Firm to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the Total Contract Value, provided that this limitation shall not apply to any obligation of the Contractor/ Consultancy Firm to indemnify the Owner/ its subsidiaries under the Contract.

16. Owner' shall mean Coal India Limited
17. 'Firm / Consultancy Firm / Contractor' shall mean M/s Deloitte Touche Tohmatsu India LLP.
18. Terms and conditions of the contract except those mentioned in 1,2,3,4,5,& 6 shall be governed by terms & conditions of RFP Ref No:CIL/CV/Consultant/2020/RFP/4444 dated 06.08.2020; e-tender ID: 2020_CILHQ_179601_1,

Thanking you.

On behalf of Coal India Limited

कृते कोल इण्डिया लिमिटेड


24.5.2022
Head of the Department (HRD)
HRD Division

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संलग्न : Annexure-'A' (List of Activities for Completion)

प्रतिलिपि :

1. Director (P &IR), CIL
2. Director (Finance), CIL
3. ED (Corporate Affairs), CIL
4. GM(F), I/c CIL
P.O. No. 5700092510 dated 18th May 2022 for Work value ₹ 41,74,542.90 plus ₹7,51,417.72 (GST)
5. AF to D(P&IR), CIL
6. GM (Vigilance)
7. Chief Manager(M)(CV),CIL
8. Manager(P/HRD),CIL
9. Office Copy

Annexure-'A'

Deliverable	Step	Activity
Competency Framework	1	Use the 'PMS Based individual TNA' file as the starting point for building the competency framework.
	2	From this file pick the competencies listed under managerial, behavioral and technical skills
	3	Review this list with our sector/industry experts for completeness and relevance
	3.1	If need be, add to the list of competencies based on inputs from Deloitte experts
	4	Deloitte will conduct a one day/ 8Hour sensitization program for CIL Executives covering the methodology being used in this program
	5	Build out the proficiency definition for this competency list (from # 3.1) by defining 'Basic'; 'Advance'; and 'Mastery' levels
Define the "To-Be" state	6	Use the 'ROLE PROFILE - 30.03.2020' file as the starting point for creating the 'to-be' state
	7	Map proficiency levels to unique positions
	7.1	CIL to identify the proficiency levels for each unique role subject to support from SMEs of Deloitte
	7.2	Verification and confirmation to happen over a 2 day live working session between core Deloitte team and SMEs from CIL at the CIL HQ Campus
Determine the "As-Is" state and Gap	8	Launch an MCQ survey where managers rate their direct reportee on the proficiency level of the competencies
	8.1	Deloitte to create the survey, mechanism for capturing data, and analysis of the data
	8.2	CIL to roll out the survey to managers based on the unique positions (and therefore people) that roll up to a manager (CIL Team to be facilitated by Deloitte Team)
	8.3	CIL to provide technology platform to store and host the data from surveys - for security purpose (CIL Team to be facilitated by Deloitte Team)
	9	Identify the gap for each employee based on the survey results and desired proficiency levels(from # 7.1 & 7.2)
Pilot Program	10	Conduct an assessment centre for 20 employee of MCL at Sambalpur & SECL at Bilaspur-handpicked by CIL leadership
	10.1	Assessment centre will use BEI (Behavioral Event Interview) and case study as tools
	10.2	Objective of the assessment centre will be to provide detailed feedback report to the participants on a subset of competencies
	10.3	The AC results will not be used to confirm or question the manager rating on the proficiency levels
	11	Run a pilot for 20 to 25 employees of CIL at the CIL HQ
	11.1	Pilot to be run on one of the managerial competencies
	11.2	Program to be conducted for 2 days from 9:00 am to 6:00 pm facilitated by two senior Deloitte facilitators
	11.3	Participants would ideally have the same gap level on the competency that has been selected for pilot