



कोल इण्डिया लिमिटेड
भारत सरकार की महारत्न कंपनी

COAL INDIA LIMITED

A Maharatna Company – Government of India U/T

संख्या: CIL/ED(S&R)/VTC/2021/WO/2726

दिनांक: 22-10-2021

सेवा में,

मे० डेलोइट टूश तोज्मात्स इण्डिया एल० एल० पी० | 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 (प०) | Senapati Bapat Marg, Elphinstone Road (W)

मुंबई – 400 013 | Mumbai – 400 013.

Kind Attention: Shri Tushar Chakraborty, Associate Director

महोदय / महोदया,

विषय: Work Order for the Job of “Preparation and Floating for Request for Qualification and shortlisting of agencies based on technical and financial criteria for Upgradation & Modernization of VTCs and designing and implementation of suitable training programme” on Nomination Basis

सन्दर्भ: 1.RFP Ref No CIL/CV/Consultant/2020/RFP/4444 dated 06.08.2020; e-tender ID:2020_CILHQ_179601_1)
2. Work Order Ref No:CIL/CV/2020/Consultant/WO/4542 Dated 03.11.2020
3.Email from tchakraborty@deloitte.com dated 27-09-2021 and 11-10-2021

With reference to the above, Management is pleased to Place Work Order on nomination basis on the above mentioned subject to the following terms and conditions:

1. Scope of Work:

Serial No	Activities for Preparation and Floating for Request for Qualification and shortlisting of agencies based on technical and financial criteria
1	Conceptualizing the requirements for upgrading VTCs and suitable training program based on internal discussion with CIL team
2	Stakeholder consultation with potential agencies to understand the techno-commercial parameters and benchmarks (domestic) associated with the work
3	Drafting and deliberation on the scope and contour along with expected roles/responsibilities of the parties
4	Drafting and deliberation on the eligibility / shortlisting criteria based on profiling of potential players, and associated information / supporting evidences to be sought from bidders
5	Drafting and deliberation on general terms and conditions / clauses that will be part of the RFQ
6	Drafting and finalization of the RFQ document based on deliberations
7	Response to clarifications sought by prospective applicants
8	Evaluation of RFQ response from interested parties
9	Framing of recommendations for next step

PTO

Office of the Executive Director (Safety & Rescue)

6th Floor, “COAL BHAWAN”, PREMISES No 04, MAR, PLOT No: AF-III, ACTION AREA-1A, NEW TOWN, RAJARHAT, KOLKATA – 700 156 (WEST BENGAL)

Website: www.coalindia.in | Email: edsnr.cil@coalindia.in | Phone: +91-33-71104600 | Fax: +91- 033 -2324-4054

CIN: L23109WB1973GOI028844 | GSTN: 19AABCC3929J1ZH

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Handwritten signature and date: 22/10/21

2. Timelines:

i) Activities for Serial No 01 to 06 along with final RFQ document are to be completed within 07(Seven) weeks from the date of issuance of Work Order.

ii) Activities for Serial No 07 to 09 along with recommendation of next steps are to be completed within 02 weeks of last date of receipt of responses from prospective bidders/agencies or last date of receipt of clarifications, if any from the bidders/agencies, which is later.

3. **Total Contract Price & Schedule of Rates:** Total contract price shall not exceed ₹ 12,08,424.36 (Rupees Twelve Lakh Eight Thousand Four Hundred Twenty-Four and Paise Thirty-Six Only), exclusive applicable GST which is currently as @ 18%.

4. **Period of Contract:** The total Contract period shall be adhered by the firm/contractor as mentioned in point no (2) above from the date of issuance of Work Order.

5. Payment Terms:

5.1. 60% payment will be made to **M/s Deloitte Touche Tohmatsu India LLP** on completion of activities of Serial No 01 to 06 and submission of the deliverables in the form of Final Report within the prescribed timelines.

5.2. 40% payment will be made to **M/s Deloitte Touche Tohmatsu India LLP** on completion of activities of Serial No 07 to 09 and submission of the deliverables in the form of Final Report within the prescribed timelines.

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 selected bidder by CIL

5.4. In general, payment will be made within twenty-one (21) days of the submission of specified documents as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/invoice submitted by the 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 Tohmatsu India LLP** will be certified/accepted by the designated Project Coordinator / Executive Director (Safety & Rescue), 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:

9.1. In order to perform the Services, Consultancy Firm must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding

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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.

- 9.2. All documents, reports information, data etc. collected and prepared by Contractor/Consultancy Firm in connection with the scope of work will be the property of the Owner and shall be submitted to the Owner.
- 9.3. Consultancy Firm shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out of any services with any third parties.
- 9.4. Consultancy Firm shall not without the prior written consent of the Owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of Services.

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 effecting 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. Where the Consultancy Firm's Personnel are required to be present at Client's premises, the Consultancy Firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultancy Firm's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

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10.4. If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:

10.4.1. 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;

10.4.2. 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;

10.4.3. the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/events; and

10.4.4. any other information relevant to the affected Party's claim.

10.5. The Party who has given such notice may be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time for commencement of services may be extended in accordance with NIT Section-III (Conditions of Contract) Clause No 22.

10.6. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.

10.7. Any delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall not:

10.7.1. constitute a default or breach of the Contract; and

10.7.2. (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.

10.8. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.

10.9. In the event of termination pursuant to Clause 11 on "Foreclosure and Termination", the rights and obligations of the Consultancy Firm and the Owner shall be as specified in Clause No 1.

10.10. Notwithstanding Clause No 10.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Consultancy Firm under the Contract for the work done by the Consultancy Firm till the time of occurrence of such Force Majeure event.

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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 thirty (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.

11.1.2.3. The Contractor will provide all necessary support and services for satisfactory exit of CIL from the contract as per WO Clause 11.3 hereunder.

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;

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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 willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and / or licenses from the owner of such, hardware, software, or materials provided under the Contract.

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 with this 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

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Facilities and by reason of the negligence of the Consultancy Firm or its sub-contractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

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 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

Executive Director (Safety & Rescue)

COAL INDIA LIMITED | कोल इण्डिया लिमिटेड

प्रतिलिपि :

1. Director (Technical), CIL
2. Director (Finance), CIL
3. ED(Co-ord),CIL
4. ED (Corporate Affairs), CIL
5. GM(F), I/c CIL, PO No generated through SAP is 5700019198
6. AF to D(T), CIL
7. GM (Vigilance)
8. Office

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