

SERVICE LEVEL AGREEMENT / CONDITIONS OF CONTRACT

1. DEFINITIONS

- i. **“Tender Accepting authority (TAA)/ Awarding Authority”** shall mean the management of the CIL and includes an authorized representative of the CIL or any other person or body of persons empowered in this behalf by the CIL to approve the tender.
- ii. **“Act of insolvency”** means the Insolvency and Bankruptcy Code of India, 2016 and/or any other act of Insolvency and Bankruptcy and/or any act amending such originals.
- iii. **"Company" or “Client” or "Employer" or "Owner"** wherever occurs in the conditions, means the CIL, represented at the headquarters of the Company by the Chairman-Cum-Managing Director or his Designated Officer or authorized representatives or any other officer specially deputed for the purpose. The expressions “Purchaser” and “Buyer” wherever occurring in the Contract Documents and the GeM documents shall mean CIL. CIL enters into the Contract on its own behalf and on behalf of its wholly owned subsidiaries, which shall be entitled to the services under the Contract and shall make payments in the manner provided herein.
- iv. The **'Contract'** shall mean the GeM Bid Document, the tender as accepted by the CIL and the GeM Contract issued to the Consultant/ successful Bidder together with the documents referred to therein including GeM GTC, GeM SLA, Service Level Agreement, , scope of work, schedule of quantities with rates and amounts, Schedule of work. GeM Contract Document, shall constitute the Contract. Until the Agreement is executed between CIL and the Consultant, the LOA together with the Contract Documents shall constitute the Contract.
- v. **“Quoted price”** shall mean the total sum arrived at based on the individual rates quoted (inclusive of all taxes and duties) by the Consultant for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be. .
- vi. The word **"Consultant"** wherever occurs means the **“System Integrator”** or **“SI”**, being the successful Bidder/Bidders who has/have deposited the necessary Earnest Money/ Bid Security (if applicable) and to whom GeM Contract has been issued and shall include legal representative of such individual or persons composing a firm or a

company or the successors and permitted assignees of such individual, firm or company, as the case may be, and shall include the “Contractor” referred to in the ATC (ITB) and the Agreement.

- vii. **“Designated Officer”** who is of an appropriate seniority who 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 i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Designated Officer. The Designated Officer shall be HoD (CMC),CIL and shall be the Engineer-in-Charge (EIC) wherever that expression occurs in the Contract.
- viii. **“Day”** shall mean a day of 24 hours from midnight to midnight.
- ix. **“Final Acceptance”** shall mean the Employer written acceptance of the final report performed under this contract after successful completion of work/study.
- x. **“Month”** means continuous period of thirty (30) days
- xi. The word **"Principal Employer"** wherever occurs, means the authorized representative or any other officer specially deputed by the CIL for the purpose.
- xii. **“The Revised Activity Schedule”** shall mean any change in timeline for completion of works is done by CIL at its discretion and corresponding payment schedule and shall not form any radical changes and shall not be in derogation of the original Scope of Work.
- xiii. **“Schedule of Rates”** referred to in these conditions shall mean the standard schedule of rates prescribed by the CIL and the amendments issued from time to time.
- xiv. **“Scope of Work”** shall mean the Works to be performed and done by the Consultant under the contract as defined in scope of work and include Revised Activity Schedule and instruction of CIL.
- xv. **“Sub-contractor”** means the person or entity to whom any part of the Services is sub-contracted by the Contractor with the consent of the CIL in writing.
- xvi. **“Week”** means continuous period of seven (7) days.

- xvii. **“Written notice”** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xviii. **“Work”** shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Designated Officer, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xix. **“Year”** means continuous period of three hundred sixty-five (365) days.
- xx. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxi. **“Bid”** for the purposes of the Solution shall mean the set of documents submitted by one bidder in response to one Notice Inviting Tender, and processed by the Solution as one unit.
- xxii. **“Business Hours”** shall mean 9:00 A.M. to 6:00 P.M. Indian Standard Time on the working days of CIL.
- xxiii. **“Criteria Schema”** and **“Parameter Template”** shall bear the meanings assigned to them in the Scope of Work.
- xxiv. **“Dealing Officer”** shall mean the officer of CIL, or member of TCR committee of the tender concerned, to whom the evaluation of a tender is assigned and who verifies the particulars extracted by the Solution, and shall include any officer nominated by the Tender Inviting Authority for the relevant tender for that purpose.
- xxv. **“Downtime”** shall mean any period during Business Hours in which the Solution, or any module thereof necessary for the processing of Bids or for the verification of extracted particulars, is unavailable to users, excluding Scheduled Maintenance.
- xxvi. **“Go-Live”** shall mean the date on which the Solution is deployed in the production environment for Phase 1 and is certified as accepted by the Designated Officer following successful User Acceptance Testing in accordance with the Scope of Work.

- xxvii. **“Hyper-care Period”** shall mean the period of three (3) months commencing from the date of Go-Live.
- xxviii. **“Contract Monitoring Committee”** shall mean the unit constituted by CIL under Clause 9.4 below for the oversight of the implementation and the operation of the Solution.
- xxix. **“Quarter”** shall mean a period of three (3) consecutive months reckoned from the date of Go-Live, and **“Quarterly Payment”** shall mean the aggregate amount payable to the Consultant in respect of that Quarter under the Payment Schedule of the Scope of Work.
- xxx. **“Scheduled Maintenance”** shall mean maintenance carried out outside Business Hours in respect of which not less than seven (7) days’ prior written notice has been given to the Designated Officer and the same has been approved by him.
- xxxi. **“Solution”** shall mean the AI-assisted Tender Evaluation Solution to be designed, developed, implemented, hosted and maintained by the Consultant under this Contract, including all its modules, models, interfaces, infrastructure, licences and documentation.
- xxxii. **“T”** shall mean the date of execution of the Agreement, or the forty-fifth (45th) day from the date of issue of the LOA, whichever is earlier, save where the delay in execution of the Agreement is attributable to CIL. The implementation schedule in the Scope of Work shall be reckoned from T.
- xxxiii. **“HoD (CMC)”** shall mean the Head of Department of the Contract Management Cell (CMC Division) of CIL, who shall issue the work order and execute the Agreement on behalf of CIL.
- xxxiv. **“Subsidiary Project Leader”** shall mean a designated officer of each subsidiary of CIL, to be notified in writing by CIL to the Consultant in the kick-off meeting or earlier, who shall have the authority to supervise the project activities and services relating to the relevant subsidiary and to certify the Bids processed for the tenders of, and the services rendered at, that subsidiary before any payment. The respective subsidiary may from time to time appoint another officer as the Subsidiary Project Leader in place of the officer previously so appointed, and CIL shall give notice of the name of such other officer to the Consultant without delay.
- xxxv. **“Paying Authority”** shall mean the General Manager (Finance) of CIL.

2. CONTRACT DOCUMENTS

- 2.1. The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:
- (i) Scope of work / Bill of Quantity,
 - (ii) GeM GTC,
 - (iii) GeM SLA
 - (iv) Additional Terms & Conditions (Instruction to Bidders),
 - (v) Service Level Agreement / Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
 - (vi) GeM Contract issued to the successful bidder,
 - (vii) Guidelines on Debarment of firms from Bidding,
 - (viii) Code of Integrity for Public Procurement.
 - (ix) Any other document, if required.
- 2.2. In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the CIL shall be final and binding with regard to the intention of the document or Contract, as the case may be and same shall be accepted by the Consultant.
- 2.3. The Consultant shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the CIL in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract.
- 2.4. The Consultant shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy and/or confidentiality, as required of such documents. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of performing the Contract.
- 2.5. **Applicability of Clause 22 and Clause 23:** The provisions of Clause 22 (Service Levels and Performance Measurement) and of Clause 23 (Exit Management, Transition and Portability) apply in addition to, and not in derogation of, the other provisions of this Service Level Agreement / Conditions of Contract. In the event of any inconsistency between the said Clauses and any other provision of this Service Level Agreement, the other provision

shall prevail, save in respect of the measurement of service levels and the price discounts leviable thereon, in respect of which Clause 22 shall prevail.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

- 3.1. The documents forming part of the contract are to be treated as mutually explanatory of one another.
- 3.2. In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be and same shall be accepted by the Consultant.
- 3.3. Any error in description, quantity or rate in schedule or quantities or any omission there from, shall not vitiate the contract or release the Consultant from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.
- 3.4. Any difference detected in the tender/tenders submitted, resulting from:
 - a. Discrepancy between description in words and figures the rate which corresponds to the words shall be taken as correct.
 - b. Discrepancy in the amount quoted by the Consultant due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. Discrepancy in totaling or carry forwards in the amount quoted by the Consultant shall be corrected.
- 3.5. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. PERFORMANCE SECURITY / SECURITY DEPOSIT

- 4.1. Security Deposit /
 - a. Performance Security to be submitted at award of work.

The security deposit shall bear no interest.

4.2. Performance Security is 5% of contract amount excluding GST and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch or branch at Kolkata, West Bengal
- Insurance Surety Bond in the form given in the bid document issued by any Insurer/Surety Company registered with and approved by the Insurance Regulatory and Development Authority.(IRDAI)
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of Coal India Limited on any Scheduled Bank payable at its Branch at...Kolkata, West Bengal

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 15 days after submission and confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued–

- A) at Bidder's option by a Scheduled Commercial Bank located in India and acceptable to the company,
- B) Any BG issued by foreign bank from outside India shall not be accepted.
- C) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to CIL, failing which CIL shall be entitled to, after giving 5 (five) days’ notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor’s obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Scheduled Commercial Bank located in India on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Kolkata, West Bengal

The paper BG form (Stamp Paper) would be delivered by Issuing Bank to the Beneficiary in favour of “Coal India Limited” under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary 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. Original Copy to be submitted to the CMC Division, CIL.

The issuing bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “CIL0066312 in field no. “7037” of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of Beneficiary for issue of BG under SFMS platform is furnished below:

Name of the Bank: ICICI Bank

Branch: Rasoi Court

IFSC Code: ICIC00000006

Account No: 000651000038

Customer ID: 066312

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to the CMC Division, CIL by Registered Post (AD).

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders for a period of minimum one year from the date of issue of such letter.

However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

For release of BGs, the proposal shall be forwarded by the Designated Officer with their recommendations in accordance with the contract conditions, for approval by the Competent Authority with the concurrence of the Finance Division.

CIL shall, without prejudice to its other rights and remedies, have the unqualified right to deduct/appropriate/encash from the Performance Security such sums as are due and payable by the Consultant to CIL or to any of its subsidiaries as may be determined in terms of the Contract, and the amount so appropriated shall be restored by the Consultant within thirty (30) days of such deduction/appropriation, failing which CIL shall be entitled to terminate the Contract.

If Performance Security is provided by the successful Bidders in the form of Insurance Surety Bond—

- a) The Insurance Surety Bond shall be issued by any Insurer/Surety Company registered with and approved by the Insurance Regulatory and Development Authority of India (IRDAI).
- b) The validity of the Insurance Surety Bond for performance security shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract (if any)”, whichever is more. However, if the contract period is for more than 03 (three) years, then period of validity of the Insurance Surety Bond should be for at least 03 (three) years with a provision that timely action for extension of the Insurance Surety Bond should be undertaken at least 03 months before the end of validity. The subsequent extension shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 (three) years, else the process will repeat as above.
- c) Not less than 30 (thirty) days prior to expiry of Insurance Surety Bond, the Contractor shall furnish an extended, renewed or replacement Insurance Surety Bond to the Company, failing which the Company shall be entitled to, after giving 5 (five) days’ notice to the Contractor, draw down the full remaining value of the Insurance Surety Bond, and hold the amount as security for performance of the Contractor’s obligations under this Agreement.
- d) The Insurance Surety Bond shall be encashed at least 07 (seven) days (excluding the day of intimation and bank holiday) prior to expiry of Insurance Surety Bond. Insurance Surety Bond is to be submitted in the format prescribed by the Company.
- e) The original copy of the Insurance Surety Bond would be delivered by the Issuing Insurance company to the Beneficiary under Speed Post/Registered Post (AD). Original Insurance Surety Bond shall be accepted from Issuing Insurance company only. However, the Insurance Surety Bond would be operative only on receipt of confirmation of issuance of the Insurance Surety Bond from the Insurance Company through their official / designated mail id only.
- f) Official CIL/Subsidiary e-mail IDs should be specified in the NIT/Contract with a stipulation that claims shall be lodged only through the designated official e-mail ID.
- g) The Surety Company shall be required to remit the claimed amount within 24 (Twenty-Four) hours of lodging of the claim through the designated official email ID.
- h) Retention Money may be refunded to the Contractor annually on submission of Insurance Surety Bond of equivalent amount subject to satisfactory performance of the Contractor during the year. All other modalities related to the acceptability of Insurance Surety Bond for retention money shall be same as for Performance Security.

- i) The validity or extension of validity of the Insurance Surety Bond (for Performance Security / Retention Money / Additional Performance Security, as applicable) shall be in similar line as that of applicable clauses of Bank Guarantee.
- j) Matter relating to any dispute or difference arising out of this Insurance Surety Bond shall be subject to the jurisdiction of court only. The laws applicable to this Insurance Surety Bond shall be the laws in force in India.
- k) A claim period of 90 (ninety) days beyond validity period is to be provided by the Surety.
- l) The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain to the Company's designated email address, validating the Bond number, secured amount, and validity period preferably within 5 (five) working days.

4.3. Refund of Security Deposit: The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the Consultant under this contract or under any other contract. On completion of the work and certified as such by the Designated Officer, the security deposit remaining with the company shall be refunded.

- a. Performance Security shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Designated Officer of CIL).

5. PAYMENT TERMS

5.1. Payments shall be released on completion of milestone / activities (as applicable) as given below:

The payment shall be as follows:

- 1. All payments shall be made in Indian Rupees only through e-payment.
- 2. All bank charges regarding payment shall be borne by the consultant
- 3. Payment to the consultant will be released as per the measurable deliverables as indicated in Clause 5 of SoW.

5.2. The Consultant is expected to strictly adhere to the activity schedule. If felt utmost necessary, the consultant in discussion with the CIL may reschedule the completion period of intermediate activities without failing to meet the overall work completion period.

- 5.3. The payment schedule for part or full completion with respect to any of the activities indicated in table above, shall not be changed. The part or complete payment towards any activity shall be made after successful completion of corresponding part of that activity.
- 5.4. The Revised Activity Schedule, which shall not form any radical changes and shall not be in derogation of the original Scope of Work, shall be decided by CIL at its discretion as instruction to the Consultant as indicated in ATC/ITC and the Consultant shall perform the same, on the same terms and conditions and at the same rate. The Revised Activity Schedule, if any, shall not be treated as any alteration to the agreement. Any changes brought out by non-availability of inputs from CIL should be escalated to CIL project coordinator to be resolved within a week. Non-availability of the inputs (not brought to attention of CIL project coordinator) should not be cited as reason for delay.
- 5.5. The Works under this contract shall be performed by the Consultant in consistent with (i) the standards and practices observed by a consultant on projects of similar size and importance, and (ii) the interests of CIL relating to quality, timely completion and economics. The Works shall be performed and executed in a workman like manner by qualified and efficient persons, and in conformance with the Contract Documents. The Consultant shall be solely responsible for all works, methods, diligence, techniques, sequences and procedures relating to the proper execution and completion of the Work within time.
- 5.6. The Consultant (i) agrees to furnish its best skill and judgment in connection with the Work and (ii) agrees to cooperate with CIL and its Designated Officer or Project Coordinator or other authorized persons, all in the interests of the timely and economic completion of the Work. With the exception of the Consultant having a fiduciary role relating to payments received from CIL that are owed to Subcontractors/Sub-agency, nothing herein shall imply that the Consultant is a fiduciary of Owner.
- 5.7. Activities mentioned in the columns 'Milestone' and 'Documents for completion of Milestone' correspond to the activities indicated in the delivery schedule. Designated Officer and/or Project Coordinator, and the Subsidiary Project Leader of the respective subsidiary (where applicable), will accept/sign the completion certificate of any activity on confirmation of the same by the associated Dealing Officers designated by CIL or the subsidiary concerned.

- 5.8. Irrespective of the rescheduling of the activities by the Consultant in the Project Plan, payments will be made on completion of the activities mentioned in the specified milestone.
- 5.9. Payment on Account - The Consultant shall submit interim bill/ running bills for the work carried out in accordance with the contract, supported by a forwarding letter stating that works for which bills have been submitted, have been done and completed within the time and according to the desired standard. The Designated Officer shall then arrange for verification of the bill/bills for acceptance.
- 5.10. Payment on account shall be made on the Designated Officer certifying the sum to which the Consultant is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 5.11. Any certificate given by the Designated Officer for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work(s) to which it relates is/are in accordance with the contract and may be modified or corrected by the Designated Officer by any subsequent certificate or by the final certificate.
- 5.12. The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Consultant exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Consultant are the subject matter of dispute or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Consultant's claim under any other contract with the company or from the Consultant's security deposit or the Consultant shall pay the amount of overpayment on demand.
- 5.13. Amount payable/repayable for any subsequent change in the Taxes and/or Duties, as applicable, will be made to/ from the Consultants after departmental verification of such changes of Tax law issued by Authority.
- 5.14. **Taxes, permits & licence:** In pursuance of the contract, the Consultant shall be liable to pay all taxes, duties, levies, permit or license fee, whether local, municipal, provincial or central, lawfully assessed against the Employer or the Consultant, other than GST.
- 5.15. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the

Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

5.16. **Linkage of Payment to Service Levels:** Payments to the Consultant are linked to compliance with the service level metrics laid down in Clause 22, in the manner and to the extent provided therein. Where the service levels are complied with, the Consultant shall receive 100% of the Quarterly Payment. In the event of lower performance or non-compliance, the amount payable for the Quarter shall be computed after deducting the price discounts determined in accordance with Table 3, Table 4 and Table 5 of Clause 22.

5.17. **Cap on LD:** The maximum LD leviable under Clause 22, on an additive basis, in any Quarter shall not exceed 10% of the Quarterly Payment for that Quarter, save that the amount leviable in respect of a data security or confidentiality breach shall not form part of and shall be in addition to the said cap. Where the LD leviable in any Quarter reach the said cap, the same shall constitute a material breach of the Contract, and the Consultant shall be given a cure period of one (1) month to rectify the breach, failing which CIL may issue a notice of termination in accordance with the Section “TERMINATION, SUSPENSION AND FORECLOSURE OF CONTRACT” below.

Note: For the period prior to Go-Live, where the liquidated damages leviable under Clause 5.15 reach the maximum leviable thereunder, the same shall constitute a material breach of the Contract, and the cure period and the consequences provided in this Clause 5.17 shall apply *mutatis mutandis*. It is further provided that where the extraction accuracy required under Clause 3.A.8(vii) of the Scope of Work is not certified within ninety (90) days of the date fixed for acceptance sign-off (T_5), the same shall independently constitute a material breach of the Contract, irrespective of the quantum of liquidated damages then leviable.

5.18. **Exclusions:** The Consultant shall be exempted from non-compliance, delay or slippage on any service level parameter to the extent the same arises out of any of the following:

- a. Delay on the part of CIL in approval, review, provision of inputs, provision of formats or nomination of samples, provided that such delay has been notified in writing to the Designated Officer at the time of its occurrence;
- b. Force Majeure;
- c. Scheduled Maintenance;
- d. Non-availability, suspension or malfunction of the tendering portal, or of the Application Programming Interface thereof, not attributable to the Consultant, provided that the Consultant shall in such event continue to process the Bids uploaded in the manual mode provided in the Scope of Work;
- e. Illegibility of a source document submitted by a bidder, to the extent that the document is incapable of being read by a person of ordinary competence, provided that the Solution has flagged the document as unreadable and has not reported any particular from it; and
- f. Any change in the evaluation criteria, output formats or procedures of CIL notified to the Consultant, for a period of thirty (30) days from the date of such notification.

5.19. The exclusions in Clause 5.18 above shall be claimed by the Consultant in the SLA compliance report for the relevant period, supported by documentary evidence, and shall be allowed or disallowed by the Designated Officer, whose decision shall be final and binding.

5.20. Where any price discount, penalty, liquidated damages or price adjustment in respect of the same subject matter appears at more than one place in the tender documents at differing rates, the stricter of the rates shall be applicable. Any tax incidence on such price discount, penalty, liquidated damages or price adjustment shall also be recovered from the Consultant.

5.21. Invoicing on subsidiaries: CIL may ask the Consultant to raise its invoices in the name of CIL or of specific subsidiaries depending on the services rendered to, and the Bids processed for, such subsidiaries, as provided in Clause 5 of the Scope of Work. In such a case, payment shall be released by the respective subsidiary. All tax invoices shall bear the GSTIN of CIL and/or the respective subsidiary on which they have been raised, and the provisions of this Contract relating to GST and Input Tax Credit shall apply to CIL and/or the respective subsidiary accordingly.

5.22. Paying Authority: The General Manager (Finance) of CIL on which the invoice is raised shall act as the Paying Authority.

- 5.23. Apportionment of price discounts: Price discounts and liquidated damages computed under Clause 22 on a Solution-wide basis for any Quarter shall be apportioned among the invoices raised on CIL and on the subsidiaries for that Quarter in proportion to the amounts invoiced.
- 5.24. Aggregate cap: Notwithstanding anything contained above, the total amount of liquidated damages and price discounts that may be levied under Clause 5.15 and Clause 22 shall not exceed ten percent (10%) of the Contract Price excluding GST, save that the amount leviable in respect of a data security or confidentiality breach shall not form part of and shall be in addition to the said cap.
- 5.25. Hindrance Register: A Hindrance Register shall be maintained jointly by CIL (and, after Go-Live, by the subsidiaries concerned) and the Consultant to record the hindrances encountered during the execution of the Contract, including the delays referred to in Clause 5.18(a), and shall be signed by both the parties. The Consultant may record its observations or disagreement in the register. Where the Consultant holds a different opinion on a hindrance, the matter shall be referred to the Designated Officer in the monthly review meeting, whose decision shall be communicated within seven (7) days and shall be final and binding on the Consultant. Any refusal on the part of the Consultant to sign the register shall mean that the delay, if it occurs, is attributable to the Consultant. Extension of time on account of hindrances shall be granted by the Designated Officer, reserving the right to impose or waive liquidated damages, and the Bank Guarantee shall be suitably extended to cover any extension so granted.

6. TERMINATION, SUSPENSION AND FORECLOSURE OF CONTRACT

- 6.1. CIL shall in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to terminate 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 the 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. obtain a contract with CIL by way of ring tendering or other non-bonafide method of competitive tendering; or
- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the CIL and/or Designated Officer as provided herein. The Designated Officer may be giving a written notice, terminate the whole contract or portion of it in default; or
- g. does not fulfill / comply the SLA requirement as mentioned in NIT.
- h. infringes any Intellectual Property Rights and/or violates any secrecy and/or confidentiality clause.
- i. fails to indemnify the CIL as provided in NIT document.

6.2. The contract shall stand terminated under the following circumstances:

- a. If the Consultant being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b. In the case of the Consultant being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or re-organisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the Consultant shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

- d. On the death of the Consultant being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

6.3. On termination of the contract, the Designated Officer shall have powers:

- a. To take possession of the site and carry out balance work through any other agency.
- b. To give the Consultant or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of termination of the contract. The Designated Officer shall fix the time for taking such final measurement and intimate the Consultant in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the Consultant is present or not. Any claim as regards measurement which the Consultant is to make shall be made in writing within 7 (seven) days of taking final measurement by Designated Officer as aforesaid and if no such claim is received, the Consultant shall be deemed to have waived all claims regarding measurements and any claim made thereafter shall not be entertained.
- c. After giving notice to the Consultant to measure up the work of the Consultant and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Consultant or take up departmentally, to complete the work. The Consultant whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.
- d. to take any other step and/or action as may be available under the contract and/or law for the time being in force.
- e. In such an event, the Consultant shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for such loss or damage, the employer shall be entitled to forfeit the security deposit comprising of performance guarantee

6.4. It is being clarified that the above liability is over and above the penalties payable by the Consultant.

- 6.5. The amount to be recovered from the Consultant as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the Consultant on any account or under any other contract and in the event of any shortfall, the Consultant shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.
- 6.6. In the event of above course being adopted by the Designated Officer, the Consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the Consultant shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Designated Officer has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- 6.7. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the Consultant.
- 6.8. Suspension of work/service - The company shall have power to suspend the progress of the work/service or any part thereof and the Designated Officer may direct the Consultant in writing to suspend the work, for such period and in such manner as may be specified therein,
- A) A drop-in requirement, or
 - B) on account of any default on the part of the Consultant, or
 - C) for proper execution of the work for reasons other than any default on the part of the Consultant, or
 - D) on ground of safety of the work or part thereof.

However, during the suspension no claims for compensation, damages shall be entertained by the company. The Contractor shall adhere to all instructions issued by the Engineer-In-Charge regarding the suspension, and any resumption of work/service shall be carried out strictly as per further directions provided.

- 6.9. Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Designated Officer, shall give notice in writing to that effect to the

Consultant and the Consultant shall act accordingly in the matter. Such decision of CIL shall be final and binding.

In the event of abandonment, the Consultant shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:

- a. to pay reasonable amount assessed and certified by the Designated Officer of the expenditure incurred, if any, by the Consultant on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b. to pay the Consultant at the contract rates full amount for works executed up to the date of such abandonment.

6.10. The Consultant shall, if required by the Designated Officer, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Designated Officer to assess the amount payable. The Consultant shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

6.11. Where the Consultant does not meet the service levels laid down in Clause 22, CIL shall be entitled to treat the same as a breach of this Service Level Agreement and to proceed under this Clause 6. The cap provided in Clause 5.17 above limits the quantum of the price discounts leviable under Clause 22 only, and does not limit, exclude or prejudice any other right or remedy available to CIL under the Contract or in law.

6.12. In the event of termination of the Contract on the ground of non-performance by the Consultant as measured under Clause 22, the Consultant shall be solely responsible for the risk and cost consequent thereon, and the Performance Security and any Bank Guarantee furnished by the Consultant shall be encashed and shall stand forfeited, without prejudice to the right of CIL to recover any further loss or damage suffered by it.

7. COMPLETION CERTIFICATE / DEFECT LIABILITY CERTIFICATE

7.1. The Consultant shall give notice of completion of work, as soon as the work is completed, to the Designated Officer. The Designated Officer and or any other Officer, nominated for the purpose by the company shall, within 30 (thirty) days from the receipt thereof, inspect

the entire scope of work and ascertain the defects/deficiencies, if any, to be rectified by the Consultant as also the items, if any, for which payment shall be made at reduced rate, if any.

- 7.2. If the defects, according to the Designated Officer the rectification of which is necessary for the satisfactory performance of the Contract, he shall intimate in writing the defects and instruct the Consultant to rectify the defects/remove deficiencies within the period and in the manner to be specified therein.
- 7.3. Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc. In case of Consultant's failure to clear the site, the Designated Officer shall have right to get the work done at the costs of the Consultant. The cost thereof shall be recovered from the final bill/running bill of the Consultant.
- 7.4. Completion Certificate shall be issued by the Designated Officer only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clauses of the contract.

8. RESPONSIBILITY OF CONSULTANT

- i) The Company reserve the right to let other Contractors in connection with the project and the Consultant shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The consultant shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the Consultant to remove from the work site any men of the Consultant who in his opinion is undesirable and the Consultant will have to remove him within three hours of such orders.
- iii) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account. The Consultant shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central

Government or Municipalities and other authorities in India. The Consultant shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

- iv) The Consultant shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- v) Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Designated Officer. The Contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the Contractor's/Contractors' tendered rates.
- vi) The Consultant shall furnish to the Designated Officer or his authorised representative with work reports from time to time regarding the Consultant organisation and the progress made by him/them in the execution of the work as per the contract agreement.

All duties, taxes including Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only and other levies payable by the Consultant/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Consultant. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Consultant. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.

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

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

- vii) The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- viii) The Consultant shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the Company.

The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The Company shall have no liability whatsoever on this account.

- ix) No sub-letting of the work as a whole by the Contractor is permissible. The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the 49 % (percentage) of the contract price. Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.
- x) Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction.

The Contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The Contractor shall not engage any person of less than 18 years of age.

The payment of wages to the workers should be made through Bank.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The Company shall have no liability whatsoever in this regard.

The responsibility of the Contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

- xi) All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.
- xii) The Consultant shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- xiii) The bidders shall not pay less than the wages fixed and notified and prevalent during submission of the bid for activities as per policy decision of the Company/CIL valid from time to time in respect of his employees of different categories.
- xiv) The Consultant shall comply with statutory requirements of all acts and statute including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.
- xv) The Consultant shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The Company shall have no

responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.

- xvi) The Consultant shall submit the bid after being fully acquainted with the laws, rules and regulations involved in performance of the works in terms of the contract including but not limited to the above and it agrees to comply with all such laws, rules and regulations in all manners and to comply with all statutory compliances and submit returns with the relevant authorities within the time.
- xvii) The CIL shall not have any control, directly or indirectly, on any such persons to be employed by the Consultant for performance of the works under this Contract, and/or the CIL shall not issue any instruction of any nature whatsoever directly or indirectly to such persons. Since the privity of contract will be between the CIL and the Consultant, it will be the obligations of the Consultant to complete the works at its own resources and to adhere to and comply with the instructions of CIL as may be issued from time to time. Therefore, the CIL does not own any liability or obligations in respect of any persons to be employed by the Consultant for performance of the works.
- xviii) The CIL does not owe any liability or responsibility to any party or person other than the Consultant, to the extent of the contractual value and subject to terms and conditions of the contract and timely performance by the Consultant.
- xix) The Consultant and/or persons engaged by the Consultant, by reason of performance of the work under this NIT, will not be deemed to be an employee and/or controlling person of the CIL. Without limiting the foregoing, the Consultant shall not enter into any contract or make any commitment in any manner whatsoever for and on behalf of CIL and to sign any letter or notice on behalf of CIL, without written consent of CIL and/or in derogation of the terms and condition of the contract.
- xx) Consultant shall maintain a register/ list of persons engaged for performance of the works under this Contract which shall contain all details of such persons and keep the same at the Project Site for inspection of the Designated Officer and/or Project Co-coordinator of CIL and produce the same to CIL on request.

9. PROJECT COORDINATOR

- 9.1. The Designated Officer shall appoint and notify the Consultant in writing the name of the Project Coordinator in the kick-off meeting or earlier. The CIL may also from time to time appoint some other person as the Project Coordinator in place of the person previously so appointed and shall give a notice of the name of such other person to the Consultant. The Project Coordinator shall have the authority to represent the CIL on all day-to-day matters relating to the completion of the assignment arising from the Contract. All notices, instructions, certificates, approvals, and all other communications under the Contract may be given by the Project Coordinator to the Consultant, except as otherwise provided for in the Contract.
- 9.2. All day-to-day instructions, information, and other communications to be given by the Consultant to the CIL under the Contract shall be given to the Project Coordinator, except as otherwise provided for in the Contract. The Project Coordinator may at any time delegate to any person any of the powers, functions, and authorities vested in him or her.
- 9.3. The Project Coordinator will have the authority to supervise project activities, and the Subsidiary Project Leader shall have the authority to supervise project activities related to the relevant subsidiary and to approve completion of such activities before any payment, and to issue instruction from time to time, which shall be adhered to in all respect by the Consultant including its employees and agency.
- 9.4. CIL shall constitute a Contract Monitoring Committee for the oversight of the implementation and the operation of the Solution. The Project Manager of the Consultant shall interact with the Contract Monitoring Committee on all matters relating to the project and to the co-operation necessary for the success thereof.
- 9.5. The Consultant shall provide to the officers of CIL and to the Contract Monitoring Committee access to the project management tool used by the Consultant for its internal project management purposes, so as to enable CIL and the Contract Monitoring Committee to obtain the real-time status of the implementation of the project.
- 9.6. CIL shall provide the necessary infrastructure and support, including sitting space at its premises, for the entire implementation period.
- 9.7. The following governance meetings shall be held, the model, structure and frequency of which may be modified in consultation with CIL during the requirement study phase: (a)

Progress Meeting – fortnightly – the Consultant’s Project Manager and the Project Coordinator with Contract Monitoring Committee; (b) Programme Governance – monthly till the end of the Hyper-care Period and quarterly thereafter – the Consultant’s Project Director and Project Manager, and the Designated Officer, Project Coordinator, Subsidiary Project Leaders with Contract Monitoring Committee;

10. CONSULTANT’S REPRESENTATIVE

- 10.1. The Consultant’s Representative shall have the authority to represent the Consultant on all day-to-day matters relating to or arising from the Contract. The Consultant’s Representative shall provide Project Coordinator all the Consultant’s notices, instructions, information, and all other communications under the Contract.
- 10.2. All notices, instructions, information, and all other communications to be given by the Project Coordinator to the Consultant under the Contract shall be given to the Consultant or his Representative or, in his absence, his deputy, except as otherwise provided for in the Contract.
- 10.3. The Consultant shall not revoke the appointment of the Consultant’s Representative without the Owner’s (CIL) prior written consent, which shall not be unreasonably withheld. This provision shall however not apply to a case of retirement, resignation or termination of employment of the Consultant’s Representative for whatever reason by the Consultant. If the CIL consents to such an action, the Consultant shall appoint another person of equal or superior qualifications and experience as the Consultant’s Representative within seven (7) days of separation of the erstwhile person with the prior approval of the Owner.

The Consultant’s Representative and his supporting staff are obliged to work closely with Project Coordinator and act within their own authority, and abide by directives issued by the (CIL) that are consistent with the terms of the Contract. The Consultant’s Representative shall be responsible for managing the activities of its personnel.

- 10.4. The Consultant shall deploy for this project a full-time project management team, and shall nominate a Project Manager who shall be the single point of contact for CIL for the monitoring of the day-to-day progress on the project. The obligations of the parties in this behalf shall include the following:
- a. the Consultant shall additionally depute a domain expert from the cloud service provider or the original equipment manufacturer, as may be applicable, for the

review of the solution being implemented, who shall be deployed along with the team of the Consultant for the entire duration of the implementation and shall be responsible for ensuring the optimal design, development, configuration and testing of the modules;

- b. the Project Manager shall interact regularly with CIL so as to address issues and to provide updates regarding the progress of the project;
- c. the Consultant shall ensure the timely delivery of all deliverables relating to the Solution;
- d. the Consultant shall supervise and ensure the implementation and commissioning of the Solution in accordance with the Bill of Quantities and the Scope of Work;
- e. the project management team of the Consultant shall co-ordinate with the internal and the external stakeholders concerned;
- f. the Consultant shall ensure that the day-to-day issues relating to the implementation, configuration and upgradation of the Solution are handled and resolved immediately;
- g. the Consultant shall monitor the risk management related aspects and the possible delays in the implementation of the project and shall report the same to the Contract Monitoring Committee; and
- h. the Consultant shall not change or remove the Project Manager or any other key resource without the prior written approval of the Designated Officer.

10.5. The Consultant shall appoint the Consultant's Representative within fourteen (14) days from T and shall request CIL in writing to approve the person so appointed, accompanied by a detailed CV of the nominee. If CIL does not object to the appointment within fourteen (14) days of receipt of the request, the Consultant's Representative shall be deemed to have been approved; if CIL objects, the Consultant shall propose another person and the same procedure shall apply.

11. PRICE VARIATION CLAUSE

The Price shall remain fixed and firm without any price variation due to any escalation in price for the entire period of the contract and extension, if any granted by the CIL at its discretion, as provided herein.

12. MERGER, ACQUISITION OR DIVESTITURES OF THE CONSULTANT

In case of merger, acquisition or divestiture of the Consultant subject to consent of the CIL in writing, the acquiring/ transferee company shall be bound by the terms and conditions of the Contract during the Contract Period, at no additional cost to the CIL.

13. GOVERNMENT REGULATIONS & STATUTORY ACTS

13.1. 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 and the Consultant shall keep and hold the Owner/CIL saved, harmless and indemnified from such contraventions and all claims, costs, litigations and consequences of any nature arising therefrom.

13.2. 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 and the Consultant shall keep and hold the Owner/CIL saved, harmless and indemnified from contraventions of such Acts & rules and regulations, laws and by-laws and all claims, costs, litigations and consequences of any nature arising therefrom.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. 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 defense of any proceedings which may be brought in that connection.

14.2. The Consultant shall indemnify and hold harmless the Owner/CIL, its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a

liability), that the Owner/CIL, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials provided by the Consultant in accordance with the Contract.

- 14.3. If any proceedings are brought or any claim is made against the Owner/ /CIL arising out of the matters referred to in aforesaid Clauses, the CIL shall promptly give the Consultant notice of such proceedings or claims, the Consultant shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the CIL shall provide the Consultant with the assistance, information, and authority reasonably necessary to perform the above.
- 14.4. In addition to and without prejudice to the foregoing provisions of this Clause 14, the Intellectual Property Rights in the Solution developed under this Contract, including the source code, release management artefacts, database schema, configurations, models tuned on CIL data, and all technical and domain documentation, shall reside with CIL. The Solution shall clearly be the property of CIL, and the said rights shall not be restricted or compromised by any legal interpretation.
- 14.5. The Consultant shall maintain the source code in a version control repository to which CIL shall have read access throughout the Contract Period, and shall hand over the complete source code at every major release milestone and at the end of the Contract, at no additional cost to CIL. CIL shall have a perpetual, irrevocable, royalty-free right to use, modify and maintain the Solution for its own purposes and for those of its subsidiaries.
- 14.6. Any third-party or proprietary component embedded in the Solution shall be declared by the Consultant in the solution document at the design stage, and the Consultant shall ensure that CIL obtains a licence for its continued use beyond the Contract Period, or shall substitute an equivalent component based on open standards, at no additional cost to CIL.
- 14.7. The ownership of all data generated upon the usage of the Solution, at any point of time during the Contract or upon its expiry or termination, shall rest absolutely with CIL.

15. 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 and shall be required to hold meeting as may be called upon by CIL from time to time to discuss such progress report.

- 15.1. **Reporting Procedures:** The Consultant shall prepare SLA compliance reports for each Quarter, in a format agreed with CIL, by the tenth (10th) calendar day of the subsequent Quarter. The reports shall include the particulars of each and every incident reported to the Consultant, namely the date and time of receipt of the call or e-mail, the date and time of acknowledgement, the date and time of resolution, the module or functionality affected, the total number of incidents reported, and the number and percentage of compliance and of non-compliance with the service levels. The reports shall be accompanied by all documentary proof, including reports from the service management tool as to uptime, downtime and response time, and the incident records. The reports shall be submitted in both hard copy and soft copy. The reporting mechanism, format and list of supporting documents shall be discussed and finalised by the Consultant with CIL before Go-Live.
- 15.2. The complete logs of the processing of each tender and each Bid shall be available in the Solution, and a monitoring dashboard shall be provisioned in which all SLA-related reports together with the corresponding price discounts are readily available. The Consultant shall submit a certified copy of the SLA computation along with each bill.
- 15.3. **Monitoring and Auditing:** Any review or audit of the service levels may be scheduled by CIL as and when required, and the results shall be shared with the Consultant. CIL reserves the right to require the Consultant to furnish a performance report at any time during the Contract Period, and to appoint a third-party auditor to validate the service levels.
- 15.4. The Consultant shall submit to CIL a monthly report, which shall include the major activities carried out by each of the deployed teams, the attendance of the deployed team members, the detailed reports generated from the Solution and from the monitoring and service management tools, and the computation of the service levels and of the price discounts, if any, for the month. The detailed format of the monthly report shall be discussed and finalised by the Consultant in consultation with CIL before the commencement of the operations and maintenance phase.
- 15.5. The Bidder shall describe the proposed project monitoring and reporting methodology in the technical bid submitted against this tender, and the methodology so described shall, upon award of the Contract, form part of the obligations of the Consultant under this Clause 15.
- 15.6. During the implementation stage the following shall apply:

- a. the Consultant shall submit to CIL a written project progress report once every fortnight for the review of the progress made in the project, and the frequency of submission of the report may be modified by mutual agreement during the critical phases of the project;
- b. the Consultant shall report to CIL, on a regular basis, all exceptions and issues that require the immediate attention of CIL; and
- c. the project management team of the Consultant shall be responsible for updating the Contract Monitoring Committee in the progress review meetings to be held at periodic intervals.

16. CONFIDENTIALITY

- 16.1. The Consultant, including its directors, officers, employees, affiliates, or its expressly authorized representatives or agents 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 Consultant 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.
- 16.2. The Consultant 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 Consultant by CIL at any time during the agreement / award of work / execution of work and thereafter. The Consultant 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.
- 16.3. 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.

- 16.4. The parties agree not to disclose the existence or contents of the contract to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information and who are under suitable confidentiality obligations, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with discharging the duties and obligations under the contract.
- 16.5. The obligations of confidentiality in this Agreement do not apply to any information which:
- a. is now or hereafter becomes publicly known or available without the breach of the Contract;
 - b. was previously in the possession of the Consultant without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the CIL pursuant to the Contract;
 - c. otherwise lawfully becomes available to the Consultant from a third party that has no obligation of confidentiality;
 - d. is independently developed by the Consultant; or
 - e. is required to be provided under any law or process of law duly executed, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.
- 16.6. The Consultant shall not use the tender documents, offer documents, extracted data or any other data of CIL for the training, tuning or improvement of any model, product or service other than the Solution, and shall not transmit the same to any person or system outside the environment provisioned for CIL under this Contract.

17. SETTLEMENT OF DISPUTES

Disputes Resolution

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the

conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.

2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a “Dispute”.
3. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company

on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.

5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
 - b. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
 - c. Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the Company level.

The contractor should make request in writing to the Engineer-in-charge 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 contractor shall be entertained by the Company.

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to
For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
For works executed at Area / sub-area / project level and Area GM is Engineer-in-	HOD(concerned department), Subsidiary HQ

charge:	
For works executed at / through HQ level where HOD(concerned department) is not Engineer-in charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

1. Adjudication
2. Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).

3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

Mediation

1. Any party may invoke Mediation by submitting “Notice of Mediation” to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
2. **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.
3. **Guidelines for Mediation:** Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:
 - a. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned

Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

- i.** A retired judge.
 - ii.** A retired high-ranking officer and/ or technical expert.
 - b.** In cases where a HLC is constituted, the Company may either
 - i.** negotiate directly with the other party and place a tentative proposed solution before the HLC or
 - ii.** conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
 - iii.** use the HLC itself as the mediator.
 - c.** This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
 - d.** There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
 - e.** Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.
- 4. Appointment of Mediator(s):**
 - a.** Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
 - b.** Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall

propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

- c. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
 - d. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
 - e. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.
5. **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed. **Online Mediation:** The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.
6. **The Process:**
- a. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
 - b. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
 - c. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the

mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—

- i. knowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
 - ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
 - iii. documents prepared solely for the conduct of mediation or in relation thereto;
 - iv. any other mediation communication.
 - v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.
- d. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

7. **Termination of Mediation:** The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a nonsettlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

8. Mediated Settlement Agreement (MSA):

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement (“MSA”), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

- a. Challenge to MSA: MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
- b. Execution of MSA: If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
- c. Costs: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
- d. No claim of Interest during Mediation proceedings: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
- e. The parties shall not initiate, during the mediation proceedings, any arbitral

or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

17.1. **Issue Management and Resolution:** The following process shall apply for the orderly consideration and resolution of business and operational issues arising in the performance of this Contract in the event that quick consensus is not reached between CIL and the Consultant. It is expected that this pre-defined process shall be resorted to on an exception basis only, where the issue has not been resolved at the lower levels of management:

- a. either CIL or the Consultant may raise an issue by documenting the business or technical problem in writing, which document shall present a reasonably objective summary of both points of view and shall identify the specific points of disagreement together with the possible solutions;
- b. CIL shall determine the committee or the level of executive which should logically be involved in the resolution of the issue;
- c. a meeting or a conference call may be convened for the resolution of the issue in a timely manner, and the documented issue shall be circulated to the participants not less than twenty-four (24) hours prior to the discussion, save where the issue is an emergency requiring immediate attention;
- d. the management of CIL and of the Consultant shall develop a temporary solution, where required, and thereafter the permanent solution for the problem at hand, and the Consultant shall communicate the resolution to all interested parties;
- e. the issue, the deliberations thereon and the resolution arrived at shall be recorded in the minutes of the meeting and shall be reported in the SLA compliance report for the relevant Quarter; and
- f. in the event that a significant business issue remains unresolved, the same shall be dealt with in accordance with the foregoing provisions of this Clause 17.

17.2. **Escalation of Issues:** The escalation of issues shall be governed by the following:

- a. all issues shall in the first instance be raised to the project management team, which is wholly responsible for the day-to-day aspects of the implementation and of the operation of the Solution, and which shall classify the issues according to their severity level in accordance with Clause 22.4 below and resolve them within the timelines provided in Table 4 of Clause 22;

- b. where the project management team is unable to resolve an issue, the issue shall be escalated in accordance with the Escalation Matrix in Table 2 of Clause 22 and thereafter to the senior management of CIL, with the options available and the risks associated with each option set out in writing for decision, and the senior management of CIL shall take a decision on the basis of the options and risks so presented; and
- c. in case one or both of the parties are not satisfied with the decision so taken, the dispute shall be resolved in accordance with the foregoing provisions of this Clause 17.

18. E-WAY BILL

The e-way bill required in connection with services, if any, shall be arranged by the Consultant. However, the e-way bill will be arranged by CIL if the Consultant is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

19. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with GST (if applicable) or other taxes/impositions, if any, and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

20. CLOSURE OF CONTRACT

The closure of contract shall be done within a period of 60 days after completion of the work.

21. GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.

4. The contracting entity along with his allied firm, if applicable shall be debarred from bidding in the following circumstances: -
- i) Withdrawal of Bid as per relevant provisions of Bid Document.
 - ii) If Successful Bidder fails to submit Performance Security Deposit & Additional Performance Security Deposit, if any, within stipulated time period and/or fails to execute the contract agreement within stipulated period as per the Bid Document.
 - iii) If Successful Bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work/service schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, Contractor/ agency shall be debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Furnishing of wrong information or manipulated or forged documents by the Contractor/Agency or using any other illegal/unfair means to fulfil the eligibility criteria.
 - vii) Formation of price cartels with other contractors/Agencies with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the service/work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the Bid Document.
 - xv) False declarations (say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local) w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment', if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future contracts from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm, including its allied firms after the issue of a debarment order by the entities in the jurisdiction mentioned in the order (DoE/MoC/CIL/Subsidiary Company (as applicable)). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (opening of first bid, normally called as technical bid, in case of two packet/two stage tendering) nor debarred on the date of contract (i.e., date of issue of Letter of Acceptance/ generation of GeM Contract, whichever is later).

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is L-1/H-1, next firm shall be considered as L-1/H-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

LOA issued / Contract Concluded before the issue of the debarment order shall not be affected by the debarment Orders.

6. In case Subsidiary Company/CIL debarred the firm along with allied firms, if applicable as mentioned at Sl. No. 4, above, that a particular firm should be banned PAN CIL by debarring the firm from taking part in any bidding procedure floated by the CIL & it's Subsidiaries. Subsidiary Company may refer the case to CIL with the approval of CMD of company within 15 days after issuance of debarment order by procuring entity. For referring the case to CIL with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
7. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case to DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in that case where debarment has been done across CIL and its Subsidiaries.

8. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. The period of debarment shall not exceed 02 (Two) years. In case of clause (4)(vi) above, period of debarment shall be 02 (Two) years.

9. Once a contracting entity is debarred, it shall be extended to the constituents including allied firms of that entity, i.e. members (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner/member make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

Note: “Company” means a company incorporated under Companies Act 2013 or under any previous company law.

10. The above ‘Debarment’ shall be in addition to other penal provisions of Bid Document/Contract document.
11. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
12. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
13. **Approving Authority:** The ‘Debarment’ of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the service/work is Board or CFDs or CMD of Company, then the Competent Authority for debarment shall be CMD of Company.
 - b) In case the Accepting Authority of the service/work is up to the level of Director of Company, then the Competent Authority for debarment shall be Director of Company.
14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

15. Appellate Authority for debarment orders shall be CMD of Subsidiary Company in case of debarment is done with the approval of concerned Director. In case the debarment is done with the approval of CMD of the Subsidiary Company/ concerned Director of CIL, then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFDs of CIL.
16. Any change on the above may be done with approval of CFDs of CIL.
17. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of Company/Nodal officers of CIL or Subsidiaries. Nodal officers

of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CPP Portal/CIL/Subsidiaries/GeM Portal, as per applicable permits).

18. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited irrespective of mode of procurement.

22.SERVICE LEVELS AND PERFORMANCE MEASUREMENT

Purpose and Period of Operation

- 22.1. The purpose of this Clause 22 is to define unambiguously the service level standards, in terms of availability, performance and timeliness, to be provided by the Consultant, and to provide a means by which CIL may measure and enforce the same.
- 22.2. This Clause 22 shall be in effect for the entire period of the Contract, that is, five (5) years from the date of Go-Live and any extension thereof granted by CIL.
- 22.3. This Clause 22 is designed to (a) define the service level standards expected of the Consultant, (b) draw the attention of the Consultant where any service level falls below the agreed level, (c) provide CIL a means to control and assure the service levels provided by the Consultant, and (d) ensure that no LD is levied on the Consultant without valid reason.

Escalation Mechanism

- 22.4. The following characteristics shall be used to determine the severity of an incident: business and financial exposure; work outage; number of end-users affected; availability of a workaround; and acceptable resolution time. A given problem shall be judged against each of these characteristics to make an overall assessment of the severity level which best describes the incident. The Designated Officer or the Project Coordinator and the Consultant's helpdesk may jointly determine the initial severity rating; in the event of disagreement, the severity level shall be determined by the Designated Officer, whose decision shall be final and binding.

Table 1 — Severity Levels

Severity Level	Description
Severity 1	Key component or service of the environment is down, or a major malfunction has resulted in an inoperative condition, or a critical business function is disrupted, requiring immediate attention. Includes inability to process Bids or to generate verified outputs for a tender in respect of which the evaluation is in progress.

Severity Level	Description
Severity 2	Loss of performance resulting in end-users being unable to perform their normal activities, as essential functions are partially available or severely restricted. An inconvenient workaround or no workaround exists. The Solution is usable but severely limited.
Severity 3	Moderate loss of performance resulting in multiple end-users being impacted in their normal functions, with a workaround available.

Table 2 — Escalation Matrix

Escalation Level	Escalation Criteria	Responsible Officers
Level 1	Lower performance	Consultant's helpdesk executive / Single Point of Contact for the project; and the Subsidiary Project Leader
Level 2	Non-compliance	Consultant's Project Manager for the project; and the Project Coordinator
Level 3	Issues or non-compliances persisting time and again	Consultant's Project Director for the project; and the Designated Officer/HoD (CMC), CIL

22.5. For Severity 1 incidents affecting business operations, the Consultant shall provide updates to the Project Coordinator at intervals of not more than two (2) hours until resolution.

Availability and Support Service Levels

22.6. The Consultant shall provide the service levels set out in Table 3 and Table 4 below. Where any such service level is not achieved, the price discounts specified therein shall be applicable and shall be adjusted against the Quarterly Payment.

Table 3 — Availability Service Levels

SLA Aspect	Description	Target / Threshold	Price discount for deviation
System uptime and availability	Maintain uninterrupted availability of the Solution during Business Hours, with a Scheduled Maintenance window.	Minimum uptime of 99.5% measured monthly during Business Hours.	For each one (1) hour of Downtime below the threshold, Rs 25,000/-, or the number of Bids pending processing beyond Business Hours multiplied by the per-Bid rate quoted in the Bill of Quantities, whichever is higher. Uptime and downtime reports generated by

SLA Aspect	Description	Target / Threshold	Price discount for deviation
			the monitoring system shall be furnished along with each invoice for computation of uptime.
Data security and confidentiality	Safeguard CIL data, bidder documents and generated reports in accordance with the security requirements of the Scope of Work. Any incident in which the Solution, including any hosted service or component thereof, is compromised, or in which unauthorised access to, disclosure of, or theft of data occurs.	Adherence to the security practices and protocols specified in the Scope of Work. No breach.	The Consultant shall be liable for the costs of breach mitigation and for damages to CIL, and shall in addition forfeit 100% of the Quarterly Payment for the Quarter in which the breach occurs. Such price discount shall not form part of, and shall not be counted towards, the cap on price discounts provided in Clause 5.17 above. In the event of a serious breach of security in which data is stolen, corrupted or disclosed, CIL reserves the right to terminate the Contract in accordance with the Section "TERMINATION, SUSPENSION AND FORECLOSURE OF CONTRACT" above.
Vulnerability Assessment and Penetration Testing	Conduct VAPT through a CERT-In empanelled agency at the intervals specified in the Scope of Work, and mitigate the vulnerabilities identified.	VAPT before Go-Live, after every major change, and thereafter not less than once every six (6) months.	Failure to conduct VAPT at the specified intervals: Rs 10,00,000/- for each such failure.
Closure of audit and VAPT observations	No observation to be repeated in the next audit.	Closure of all audit and VAPT observations within the timelines mutually agreed	5% of the Quarterly Payment.

SLA Aspect	Description	Target / Threshold	Price discount for deviation
		between the Consultant and CIL.	
Availability of deployed resources	Where CIL has required the deployment of resources at its premises under the Scope of Work, such resources shall be available on all working days of CIL.	100% availability of the deployed resources.	Two (2) times the per-day cost of the resource, for each day of absence without a substitute of equivalent competence having been provided.

Table 4 — Support Service Levels

SLA Aspect	Description	Target / Threshold	Price discount for deviation
Defect and complaint resolution	All defects, bugs and complaints shall be classified by severity as determined under Clause 22.4 and logged through one of the agreed channels (automated, manual or e-mail), configured in the ticketing solution. This is computed for all tickets or incidents reported within the reporting month together with complaints carried over from previous months.	Severity 1: resolution within four (4) Business Hours from the time of reporting with full details. Severity 2: resolution within twelve (12) Business Hours from the time of reporting with full details. Severity 3: resolution within two (2) working days. Not less than 95% of tickets to be resolved within the stipulated timeframe, measured monthly.	No price discount where 95% or more of the tickets are resolved within the stipulated timeframe. Beyond that, Rs [10,000/-] per hour of delayed resolution. A system-generated report shall be furnished.
Acknowledgement of support requests	Automated acknowledgement with a unique reference number on receipt of every support request.	Within thirty (30) minutes of logging.	Rs [2,000/-] per instance of failure.
Submission of reports	Monthly support reports and quarterly SLA compliance reports in the manner provided in Clause 15.1 above.	By the tenth (10th) calendar day of the following month or Quarter, as the case may be.	Rs [10,000/-] per report per week of delay.

Performance Service Levels

22.7. The Solution shall meet the performance service levels set out in Table 5 below.

Table 5 — Performance Service Levels

SLA Aspect	Description	Target / Threshold	LD for deviation
Bid processing throughput	The Solution shall process the Bids queued for processing within the specified time limit, so that the Bids queued at the close of Business Hours on a working day are available for verification by the Dealing Officer before work resumes on the next working day.	A maximum of 250 Bids to be processed within 16 hours, being the period from 1700 hours to 0900 hours of the next working day.	The number of Bids pending processing beyond the specified time limit multiplied by the per-Bid rate quoted in the Bill of Quantities. A system-generated report of processing time shall be submitted along with the invoice.
Extraction correctness	Correctness shall be measured monthly by the Designated Officer on Bids drawn from the tenders processed during that month.	Not less than 80% of the parameters correct from Go-Live until the expiry of the Hyper-care Period, and not less than 90% thereafter.	After Hyper-Care, Where correctness on the sample falls below the target in any month, the Consultant shall, at no additional cost to CIL, carry out corrective tuning, re-configuration and re-processing so as to restore the target, and shall furnish a root cause analysis within fifteen (15) days. Where correctness on the sample remains below the target for three (3) consecutive months, a price LD of 5% of the Quarterly Payment shall be leviable for the Quarter, and shall continue to be leviable for each subsequent Quarter until the target is restored.
Concurrency	The Solution shall support the specified number of simultaneous	50 concurrent users and 500 total registered users.	The number of Bids pending processing on account of such

SLA Aspect	Description	Target / Threshold	LD for deviation
	users and processes without degradation in performance.		degradation multiplied by the per-Bid rate quoted in the Bill of Quantities.

22.8. It is expressly clarified that the human verification gate provided in the Scope of Work is a mandatory stage of the workflow, and that the extraction correctness measured under Table 5 above is a measure of the quality of the assistance rendered to the Dealing Officer. Neither the achievement of the said targets nor the payment of any price discount shall be construed as dispensing with the verification of the extracted particulars by the Dealing Officer, or as transferring to the Consultant any part of the responsibility for the evaluation of offers, which rests solely with CIL.

22.9. The measurement of extraction correctness under Table 5 shall be carried out separately for each category of tender put into production, and the target shall be required to be met for each such category.

Change Control in respect of Service Levels

22.10. This Clause 22 has been worked out on the basis of the present business needs of CIL. As the Solution and the requirements of CIL evolve over the Contract Period, the need to change the service levels may arise.

22.11. Any request for a change in the service levels during the term of this Contract shall be documented and negotiated in good faith by both parties. Either party may request a change. Changes shall be documented as an addendum to this Service Level Agreement, and consequently to the Contract, and shall require the approval of the Competent Authority of CIL. The forum for negotiating such changes shall ordinarily be the quarterly service review meetings.

22.12. All agreed changes shall require a change in the version control number of this Clause 22. Minor changes may be accumulated for periodic release, or for release when a critical threshold of change has occurred.

22.13. No change in the service levels shall have the effect of increasing the Quoted Price or of extending the Contract Period.

23. EXIT MANAGEMENT, TRANSITION AND PORTABILITY

23.1. The exit management period shall commence, in the case of expiry of the Contract, not less than six (6) months prior to the date on which the Contract comes to an end, and in the case of termination of the Contract, on the date on which the notice of termination is issued to the Consultant. The exit management period shall end on the date agreed upon by CIL or six (6) months from the commencement of the exit management period, whichever is earlier.

23.2. **Exit Management Plan:** The Consultant shall submit for the approval of CIL, not later than sixty (60) days from Go-Live, a comprehensive Exit Management Plan dealing with the transition of the services, and shall keep the same updated throughout the Contract Period in consultation with CIL. The Exit Management Plan shall be activated six (6) months before the expiry of the Contract, or immediately upon the service of a notice of termination. The Exit Management Plan shall deal with at least the following aspects of exit management in relation to this Service Level Agreement as a whole:

- a. a detailed programme of the transition process capable of being used in conjunction with a replacing consultant, including the means to be employed to ensure the continuing provision of the services throughout the transfer process or until the cessation of the services;
- b. the management structure to be maintained during the transfer, with the roles and responsibilities of the personnel of the Consultant specified by name and designation;
- c. a plan for communication with the staff and sub-contractors of the Consultant, the cloud service provider, the original equipment manufacturers and any related third party, to the extent necessary to avoid any material detrimental impact on the operations of CIL as a result of the transfer;
- d. the sequence and schedule of the migration of the virtual machines, data, content, models, configurations and other assets required under Clause 23.4 below;
- e. the register of transition risks and the mitigation measures required under Clause 23.13 below; and
- f. the parameters by reference to which the successful completion of the transition is to be determined under Clause 23.15 below.

23.3. Upon commencement of the exit management period, the Consultant shall promptly supply to CIL or its nominated agency:

- a. all information relating to the services rendered and the performance data relating to the services;
- b. the entire design of the Solution, including the source code, program files, configuration files, setup files, database schema, build and deployment artefacts, and project documentation;
- c. all data, documents, extracted content, Criteria Schemas, Parameter Templates and outputs held in the Solution, in native format together with the schema;
- d. all models used in the Solution in an exportable form, capable of being deployed on another cloud service provider or on the premises of CIL;
- e. all other information, documents, records and agreements relating to the services reasonably necessary to enable CIL, its nominated agency or a replacing consultant to carry out due diligence and to transition the provision of the services;
- f. all documentation relating to the Solution, including architecture and network diagrams, installation, operation, administration and user manuals, security policies, standard operating procedures, asset registers, configuration documents and original licences, all of which documentation shall be maintained by the Consultant in an up-to-date condition throughout the Contract Period; and
- g. an inventory of all open issues, defects, pending change requests and outstanding audit and VAPT observations as on the date of commencement of the exit management period.

23.4. The Consultant shall carry out the migration of the virtual machines, data, content, models and all other assets to the environment nominated by CIL, whether on another cloud service provider or on the premises of CIL, so as to enable the successful deployment and running of the Solution on the new infrastructure, at no additional cost to CIL.

23.5. **Knowledge Transfer:** The Consultant shall provide comprehensive knowledge transfer to the incoming operations team through workshops, discussion sessions and responses to queries, and shall provide not less than one (1) month of shadow operations and maintenance support during which the incoming team and the Consultant's team work in parallel. Such handholding and transition support shall further include a detailed walk-through of the

Solution and of its architecture, configuration and operating procedures; the handing over of the entire software, including the source code, program files, configuration files, setup files and project documentation; the addressing of all queries and clarifications raised by CIL, its nominated agency or the replacing consultant; and the conduct of structured training sessions for the incoming operations team and for the users of CIL. Throughout the exit management period the Consultant shall use its best efforts to deliver the services in accordance with the service levels laid down in Clause 22.

- 23.6. The Consultant shall close all critical open issues as on the date of exit, and shall list and furnish to CIL all other open issues. The Consultant shall hand over the administration rights and credentials to the incoming operations team and shall ensure the complete handover of the hosting environment in a fully operational condition to the satisfaction of CIL.
- 23.7. During the transition, the Consultant shall not change or remove its key resources. The Consultant shall continue to be responsible for the in-scope activities under operations and maintenance during the transition period, unless otherwise directed by CIL.
- 23.8. The Consultant shall retain the information referred to in Clause 23.3 above for thirty (30) days after the completion of the transition, and shall thereafter wipe, purge and delete all information created or retained as part of this Contract from all storage media, ensuring that the same is not recoverable by any computer forensic means, and shall furnish a certificate of destruction to the Designated Officer.
- 23.9. Where CIL observes a lack of willingness on the part of the Consultant to manage the transition or to share information, or a lack of support from the Consultant, CIL shall be entitled to levy price discounts and to recover the same from the amounts due to the Consultant or from the Performance Security, in addition to the other remedies available to it.
- 23.10. **Failure of Cloud Service Provider:** Where the cloud service provider engaged by the Consultant fails to meet the performance requirements or the service levels laid down in Clause 22 or in the Scope of Work, CIL reserves the right to terminate the Contract and, in the alternative, to require the Consultant to migrate the Solution to a different cloud service provider or original equipment manufacturer meeting the mandatory guidelines and standards stipulated in the Scope of Work, at no additional cost to CIL. The provisions of this Clause 23 shall come into effect in such an event.

- 23.11. **Portability:** The Consultant shall so design and implement the Solution that it is capable of being transferred without proprietary impediment or lock-in, and in particular shall ensure that (a) the database and any data warehouse permit the export of all data of CIL together with the schema and the stored procedures, if any; (b) the storage components permit the transfer of all data to the premises of CIL or to another cloud service provider or original equipment manufacturer; and (c) all application code, container images and configurations are capable of being transferred to the premises of CIL or to another cloud service provider. Compliance with this Clause shall be demonstrated by the Consultant during User Acceptance Testing and shall be a condition of Go-Live.
- 23.12. The cloud service provider shall be responsible for providing the tools for the import and export of content, and the Consultant shall be responsible for the preparation of the Exit Management Plan and for carrying out the exit management and the transition. The engagement by the Consultant of any cloud service provider, or sub-contractor shall not relieve the Consultant of any of its obligations under this Clause 23, and the Consultant shall remain solely accountable to CIL for the performance thereof.
- 23.13. All risks arising during the transition stage shall be properly documented by the Consultant in a transition risk register, and the mitigation measures shall be planned in advance, so as to ensure a smooth transition without any disruption of service. The transition risk register shall be submitted to the Designated Officer along with the Exit Management Plan and shall be updated at monthly intervals during the exit management period.
- 23.14. The Exit Management Plan shall be evaluated by CIL by reference to the parameters indicated by CIL, and it is expressly provided that the parameters so indicated are indicative in nature and that CIL may vary the same at any time during the Contract Period. The Consultant shall revise the Exit Management Plan so as to accord with the parameters as so varied, at no additional cost to CIL.
- 23.15. The transition plan, together with the period thereof, shall be mutually agreed between the Consultant and CIL when the occasion arises. The Consultant shall be released from the project only upon the successful completion of the transition, determined by reference to the parameters defined for successful transition, and upon the issue of a certificate to that effect by the Designated Officer. Until such release the Consultant shall continue to be responsible for the in-scope activities under operations and maintenance support, unless otherwise directed by CIL.