



कोल इण्डिया लिमिटेड
भारत सरकार की महारत्न कंपनी
COAL INDIA LIMITED

A Maharatna Company – Government of India U/T

Ref No: CIL/ED(S&R)/2022/VTC/WO/2925 Dated 05-02-2022

सेवा में,

M/s Deloitte Touche Tohmatsu India LLP

GSTN: 27AALFD7157J1ZZ

27th – 32nd Floor, Tower – 3

Indiabulls Finance Centre

Senapati Bapat Marg, Elphinstone Road (W)

Mumbai – 400 013.

e mail: rvsurana@deloitte.com

Attention: Mr T Chakraborty(tchakraborty@deloitte.com)

महोदय / महोदया,

विषय: Award of work for providing “ Consultancy services for preparation of RFP, along with assistance till award of work for the job of Upgradation & Modernization of VTCs and designing and implementation of suitable training programmes”

- सन्दर्भ:**
1. RFP Ref No CIL/CV/Consultant/2020/RFP/4444 dated 06-08-2020 (eTender ID: 2020_CILHQ_179601_1)
 2. Work Order Ref No: CIL/CV/2020/Consultant/WO/ 4542 Dated 03. 11.2020
 3. Work Order Ref No :CIL/ED(S&R)/VTC/2021/WO/2726 dated 22.10.2021
 4. Email Reference No:(tchakraborty@deloitte.com) Fri, 28 Jan 2022 & Mon, 27 Sep 2021
 5. RFQ Document No.: CIL/EDSNR/2021/Tender/VTC/2815 dated 21-12-2021 for Tender ID: 2021_CILHQ_227244_1 & Tender Ref No CIL/ EDSNR/ 2021/ Tender/ VTC/2815

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

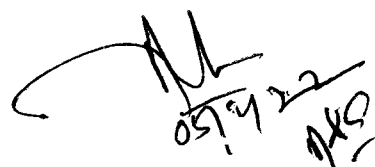
1. Scope of Work:

SL No	Activity
1	Collection of requisite inputs from CIL's empanelled agencies to understand the latest market offerings, techno-commercial parameters & estimation of implementation time
2	Deliberation of technical specifications and quality parameters as envisaged for the identified subsidiaries with CIL

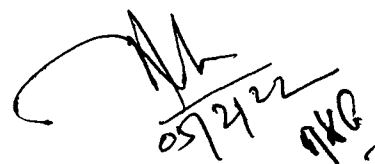
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3	Drafting and deliberation on the technical requirements based on profiling of empanelled players, and associated information / supporting evidences to be sought from bidders
4	Drafting and deliberation on payment terms and conditions / clauses & certifying milestones that will be part of the RFP
5	Drafting and deliberation on general terms and conditions / clauses that will be part of the RFP
6	Finalization of detailed scope based on above activities along with expected roles/responsibilities of the parties
7	Assist CIL in internal presentation to the management and floating the RFP
8	Responses to clarifications sought by prospective applicants
9	Evaluation of RFP responses from interested parties
10	Framing of final recommendations for CIL and presentation the outcome to CIL

2. **Timelines:** Timeline for the RFP process will be 6 weeks from the date of acceptance of the Work Order
3. **Total Contract Price & Schedule of Rates:** The total contract price shall not increase ₹ **28,70,749** (Rupees Twenty Eight Lakh Seventy Thousand Seven Hundred Forty Nine Only) including GST which is currently @ 18%.
4. **Period of Contract:**
 - 4.1. The Contract is for Six Weeks. The period of contract and duration of services of the Consultant shall be for six weeks.
 - 4.2. However, CIL may increase the duration of the contract for a period of further two weeks.
5. **Payment Methodology:**
 - 5.1. 60% on submission of draft RFP document and acceptance of draft RFP by the CIL Management.
 - 5.2. 40% on submission of RFP response evaluation and recommendation and acceptance of the same thereof by the CIL Management.
6. **Payment Terms:**
 - 6.1. The payment will be made to the Consultant on the basis of deliverables within the prescribed timelines, in phases, as per the achieved deliverables detailed in this Work Order.
 - 6.2. **Retention Money:** 10% award value of the contract will be retained till completion of the contract.
 - 6.3. **Payment of bills** will be made subject to deduction pertaining to Income Tax as mentioned under point 6.4 and deduction of retention money as mentioned in point no 6.2.
 - 6.4. Income tax at source will be deducted by CIL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by CIL
 - 6.5. The awarded prices are considered to cover any item left out and not specifically mentioned but are required for completion of the work which shall be carried out by the consultancy firm without any additional cost to CIL.



- 6.6. All payments shall be made to the Consultancy Firm as per payment terms and only after signing of Contract Agreement and submission of following documents:
- 6.6.1. Work Order (WO) duly accepted by Consultancy Firm,
- 6.6.2. Any documents, as prescribed under the relevant law, required by the Owner and/or subsidiary (ies) for availing input tax credit.
- 6.7. In general, payment will be made within twenty-one (21) days of the submission of specified documents as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/invoice submitted by the Contractor.
- 6.8. The bills shall be raised after completion of activity no 6 of clause no 1 of terms and conditions (Scope of Work) after receipt and acceptance of the same and after completion of activity No.10 of terms and conditions (Scope of Work) after receipt and acceptance of the same.
- 6.9. During the period of contract, no interest is payable on any amount whatsoever to Contractor/Consultancy Firm.
- 6.10. **Bills:** The bills shall be raised in triplicate along with acceptance certificate and undertaking as follows:
- 6.10.1. The first of 60% shall be raised at the end of activity No.6 of point No.1 of terms and conditions after receipt and acceptance of the same.
- 6.10.2. The final bills shall be raised along with the requisite documents after completion of activity No.10 of terms and conditions (Scope of Work) after receipt and acceptance of the same.
- 6.10.3. Last bill shall however be settled after the end of the contract after adjusting all outstanding dues.
- 6.10.4. No interest is payable on any amount whatsoever to the Consultancy Firm.
- 6.10.5. The invoice will be raised in the name of Coal India Limited.
- 6.11. The bill raised by the Consultancy Firm will be certified/accepted by the designated Project Coordinator / ED(S&R), CIL.
- 6.12. Amount payable/ recoverable for any subsequent change in the tax component on service contract will be made to/from the Consultancy Firm after departmental verification of such changes of tax laws issued by statutory authority.
- 7. Paying Authority:** General Manager/HoD (Finance) of CIL
- 8. Contract Agreement:** You will have to enter into an contract agreement within 07 days of receipt of work order
- 9. Intellectual Property Rights:**
- 9.1. In order to perform the Services, Consultancy Firm must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/ proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, costs and expenses (including but not




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- limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.
- 9.2. All documents, reports, information, data etc. collected and prepared by Contractor/Consultancy Firm in connection with the scope of work will be the property of the Owner and shall be submitted to the Owner.
- 9.3. Consultancy Firm shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out any services with any third parties.
- 9.4. Consultancy Firm shall not without the prior written consent of the Owner be entitled to publish studies or descriptive articles with or without illustrations or data in respect of or in connection with the performance of Services.

10. Force Majeure:

- 10.1. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Consultancy Firm, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:
- 10.1.1. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- 10.1.2. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- 10.1.3. sabotage, embargo, import restriction, epidemics, pandemics, lockdown, quarantine, and plague; or
- 10.1.4. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately affecting project implementation.
- 10.2. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 10.3. Where the Consultancy Firm's Personnel are required to be present at Client's premises, the Consultancy Firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultancy Firm's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.
- 10.4. If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:


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- 10.4.1. the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
- 10.4.2. the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
- 10.4.3. the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/events; and
- 10.4.4. any other information relevant to the affected Party's claim.
- 10.5. The Party who has given such notice may be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time for commencement of services may be extended in accordance with NIT Section-III (Conditions of Contract) Clause No.22.
- 10.6. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.
- 10.7. Any delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall not:
 - 10.7.1. constitute a default or breach of the Contract; and
 - 10.7.2. (subject to above Clauses No.10.2, 10.3, and 10.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 10.8. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.
- 10.9. In the event of termination pursuant to Clause No.11 on "Foreclosure and Termination", the rights and obligations of the Consultancy Firm and the Owner shall be as specified in Clause No.11.
- 10.10. Notwithstanding Clause No 10.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Consultancy Firm under the Contract for the work done by the Consultancy Firm till the time of occurrence of such Force Majeure event..

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

11.1. Foreclosure of Contract in full or part

- 11.1.1. If at any time after issuance of the Work Order, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through Project Coordinator, shall give a fifteen (15) days' notice in writing to that effect to the Consultancy Firm, referring to this clause.
- 11.1.2. Upon receipt of the notice of foreclosure under Clause No.11.1.1, Consultancy Firm shall, either as soon as reasonably practical or upon the date specified in the notice of termination foreclosure, cease all further work, except for such work as the Owner may specify in the notice of foreclosure. for

5
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the sole purpose of protecting that part of the implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition,

11.1.2.1. The Consultancy Firm will not share any information/data with any third party and handover all such information/data in original form to the Owner at the date of termination/foreclosure.;

11.1.2.2. To the extent legally possible, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Consultancy Firm as of the date of termination of the Contract.

11.2. Termination for Consultancy Firm's Fault

11.2.1. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Consultancy Firm, referring to this 11.2.1:

11.2.1.1. if the Consultancy Firm becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Consultancy Firm or any of its assets, or if the Consultancy Firm makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Consultancy Firm before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Consultancy Firm, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Consultancy Firm, or if the Consultancy Firm takes or suffers any other analogous action in consequence of debt;

11.2.1.2. if the Consultancy Firm assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause No 28 of Section III (CC) of NIT on "Assignment"; or


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

11.2.2. If the Consultancy Firm:

11.2.2.1. has abandoned or repudiated the Contract;

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

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

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

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

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

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

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

12. Pre-Contract Integrity Pact: The signed copy of the Pre-Contract Integrity Pact submitted by you in the bid documents referred in the work order, countersigned by CIL, will be in vogue throughout the contract period.

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


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

15. Limitation of Liability of Consultancy Firm:

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

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

16. Owner' shall mean Coal India Limited


7

17. 'Firm / Consultancy Firm / Contractor' shall mean M/s Deloitte Touche Tohmatsu India LLP.
18. **Conflict of Interest:** The consultant shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the owner, while rendering any advice or service. The consultant must act, at all times, in the interest of the owner and render any advice / service with professional integrity. A consultant is expected to undertake the assignment keeping in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective renders of the bidders while rendering any advise public services to the owner in regard to selection of technology, determination of design and specification of the subject work with bid eligibility criteria, bid evaluation criteria, mode of tendering, tender notification etc.
19. The Contract Agreement, Award of Work shall all be part of the Contract.
20. The payment of GST and GST Compensation Cess by the service availer (i.e. CIL) to bidder/ Consultancy Firm (If GST payable by bidder/ Consultancy Firm) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. The payment of GST and GST Compensation Cess is the responsibility of the Consultancy Firm.
21. Your tax invoice raised must be in compliance with relevant GST Acts, Rules and notifications made thereunder and should bear the GSTIN of CIL. The rate and amount of IGST/CGST/SGST, GST (Compensation to State) cess if any), related to execution of work shall be shown separately in the Tax invoice.
22. The IGST/CGST/SGST and GST (Compensation to State) cess (if any), as applicable at the time of execution of the work, shall be paid extra against submission of proper tax invoice, as referred above by you so that CIL is able to avail Input tax Credit (If available) of such IGST/CGST/SGST, GST (Compensation to State) cess (if any) reflected in the invoice.
23. If the ITC claimed is disallowed due to failure on your part in incorporating the tax invoice issued to CIL in its relevant returns under GST, payment of IGST/CGST/SGST, GST (Compensation to State) cess (if any) shown in tax invoice to the tax authorities, issue of improper tax invoice or any other reason whatsoever, the applicable taxes and cess paid based on such tax invoice along with interest, penalties if any levied on CIL, shall be recovered from your current Bills and any other dues.
24. The amount of IGST/CGST/SGST and GST cess if any as indicated in Tax invoice shall be paid only when they appear in GSTR 2A of CIL and you have filed the valid return in accordance with provisions of the GST acts and Rules made thereunder.
25. In the event of any additional tax liabilities accruing on you due to classification issue or for any other reason the liability of CIL shall be restricted to the amount of GST charged on original tax invoice issued by you.



26. You shall pass on the benefit on account of reduction in rate of tax on any supply of goods and / or services or any benefit of the input tax credit to CIL by way of commensurate reduction in prices in terms of Anti profiteering clause of GST Act 2017

27. You are requested to submit the following for execution of agreement/ Detail Work Order within 06 (Six) days from the issue of this Award of Workorder

a. Non-judicial stamp paper worth Rs. 100/- an Rs 20/- only for execution of agreement and indemnification.

28. You are advised to submit a copy of followings as submitted in RFP Ref No CIL/CV/Consultant/2020/RFP/4444 dated 06-08-2020 (eTender ID: 2020_CILHQ_179601_1) & Work Order Ref No: CIL/CV/2020/Consultant/WO/ 4542 Dated 03. 11.2020 which will be part of the agreement.

- PAN Card
- GST Registration document.
- Memorandum and Articles of Association along with certificate of Incorporation in the name of the firm.
- Power of attorney in the name of an authorised signatory.
- E-mandate and cancelled cheque.

28. Terms and conditions of the contract which are not expressly mentioned in this work order shall be governed by terms & conditions of RFP Ref No CIL/CV/Consultant/20201RFP/4444 dated 06.08.2020;e-tender ID : 2020_CILHQ_1 79601_1.

Thanking you.

On behalf of Coal India Limited
कोल इण्डिया लिमिटेड की ओर से,


नारायण दाश

कार्यकारी निर्देशक (सु एवं ब)

COAL INDIA LIMITED | कोल इण्डिया लिमिटेड

प्रतिलिपि :

- Director (Technical), CIL
- Director (Finance), CIL
- ED(Coord), CIL
- GM(CV&IC), CIL
- GM(S&R),CIL
- GM(F), I/c CIL
- AF to D(T), CIL
- GM (Vigilance)
- Office Copy.


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