



Global Tender Document

for

Selection of Consultant

(On behalf of Ministry of Coal, Govt. of India)

for

**“Formulation of Bid Document & Model Contract Document
for Development of Underground Coal Gasification (UCG)”**

(Only through e-tender mode)

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SECTION - 1

GLOBAL TENDER NOTICE (NIT)

No: CMPDI/CBMC/UCG/71(T)/883

Dated: 21st April 2016

1.1 INVITATION TO OFFER/TENDER

Digitally signed and encrypted e-Tenders are invited under Two-Part system on the e-Procurement portal of [<http://www.coalindiatenders.gov.in>], from the reputed and experienced Consultancy Firms/ Organisations for the following services:

Tender No.	Description of work	Bid Security (INR)	Completion period
CMPDI/CBMC/UCG/71(T)/883	Formulation of Bid Document & Model Contract Document for Development of Underground Coal Gasification (UCG)	NIL	Three (03) Months

Note: There is no Application (document) Fee and bid security. The bid documents will be available on the following website(s) and can be downloaded by the Bidder up to the Bid Submission End Date.

a) [<http://www.cmpdi.co.in>; and b)<http://www.coalindia.in>;

1.2 TIME SCHEDULE OF TENDER

Sl.	Particulars	Date	Time (Hours, IST)
1	Tender e-Publication date	25-04-2016	10:00 AM
2	Document download start date	25-04-2016	10:00 AM
3	Document download end date	25-05-2016	03:00 PM
4	Bid Submission Start Date	25-04-2016	11:00 AM
5	Bid Submission End Date	25-05-2016	03:00 PM
6	Start date for seeking Clarification on-line	25-04-2016	11:00 AM
7	Last date for seeking Clarification on-line	18-05-2016	05:00 PM
8	Bid Opening date	26-05-2016	03:00 PM

1.3 BID SECURITY

There is no Bid Security applicable for this Tender.

1.4 USER PORTAL AGREEMENT

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

1.5 ELIGIBILITY CRITERIA

1.5.1 General Requirement:

- (a) The Bidder shall be a Consultancy Firm/ Organization & can bid only through sole Bidder route.
- (b) The Bidder shall be registered legal entity under relevant act of the respective country.
- (c) The Bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited.
- (d) The Bidder from India, in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
- (e) The Bidder from India in its name shall have Service Tax Registration Number (PAN based) in India.

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

- i) Name, address & contact details of the Bidder as registered and its status.
- ii) Country of origin & particulars of registering authority.
- iii) Registration No. and Year of registration.
- iv) Confirmation about prohibition of commercial relation between India and Bidder's country.
- v) PAN & Service Tax Registration Number (PAN based) for Indian Bidder.
- vi) Scanned copy of documents as explained at Clause 1.6 related to general information of the Bidder.

1.5.2 Work Experience

The Bidder must have successfully completed at least two (2) works of formulation of Model Contract Document and Bid Document for development and allocation for projects of Underground Coal Gasification (UCG) / Coalbed Methane (CBM) / Coal Mine Methane (CMM) / Exploration and Production (E&P) sector of Oil & Natural Gas/ Shale Gas Blocks during last ten (10) years period **i.e April 1st, 2006 to March 31st, 2016**. The value of each work shall not be less than INR 3.0 million (INR Three Million)/ USD 59032 (USD Fifty Nine Thousand Thirty Two).

The documentary evidence to this effect would be:

1. Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing specific details of each of Project(s) as following :
 - Nature & scope of work;
 - Specific work value;
 - Completion date of the work, etc.
2. In case experience of any previous entity (which has been acquired or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.
3. The copies of the documents submitted for each work must be properly numbered for referencing;

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

- i) Nature of qualifying experience in the relevant field.
- ii) Particulars of work orders and their respective completion certificates issued by clients for works completed by the Bidder.
- iii) Name & address of Client/ issuing authority of work order & completion certificate of each experience.
- iv) Completion date of each qualifying experience.
- v) Percentage share of the Bidder in the past work experience, if executed as consortium/Joint Venture.
- vi) Currency & value of completed work for each experience.
- vii) Scanned copy of documents as explained at Clause 1.6 related to work experience.

Clarifications on the work experience:

1. Experience of Parent entity/subsidiary entity/or any associate entity of the Bidder shall not be considered.
2. Both work orders and completion certificates issued by the client are to be submitted. The completion certificate should contain completion date and reference to the work order.
3. The self-certification of the documents will not be accepted. Any correspondence of the Bidder with the Client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.
4. If work order is not very explicit, separate certification from the client may be accepted.
5. Recently obtained completion certificate of the work done in the past (within the qualifying period) shall also be accepted.
6. Completion certificate received by e-mail should be signed/certified by the client.
7. Final invoice bill of the work experience shall not be accepted towards completion of the work.
8. Qualifying work experience of any Bidder as a member of any consortium may be considered subject to that the Bidder was having a minimum share of 26% (twenty six percent) in that consortium. The eligible experience, in terms of value of the assignment, shall be limited to the percentage share of the Bidder in that consortium. Copy of the MOU/agreement/documents of that consortium containing the percentage share of the Bidder shall be submitted.
9. Any correspondence of the Bidder with the Client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.
10. The references of evidence for qualification criteria should be mentioned by specifying the relevant page number(s); wrong references of evidences may not be evaluated.
11. The value of successfully completed works in other International currencies shall also be considered if that currency is listed on the web link page <http://data.worldbank.org/indicator/PA.NUS.FCRF> on the World Bank's website. The value stated in other International Currencies shall be converted to USD for the purpose of qualification criteria according to the specified average rate of the currency for the period 2006-2015 in the web link page specified above, which is

available in public domain. For reference purposes, the average rate of conversion of USD has taken as INR 50.82 (as per above reference).

1.5.3 Financial Strength

The Bidder in their name must have achieved a minimum average annual financial turnover of INR One (01) Hundred Million or USD 1.63 million (USD one point six three million) from consultancy services during the past three (03) consecutive financial years.

The documentary evidence to this effect would be:

- (a) copies of audited Balance Sheet and Profit & Loss A/c duly countersigned by the authorized representative of the Bidder; and
- (b) a declaration to the above affect duly signed by the authorized representative of the Bidder & countersigned by a Chartered Accountant or equivalent, as applicable.

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

- i) Financial Turnover for the last three years (last three years may be considered as stated above).
- ii) Name and membership number of the Statutory Auditor/Chartered Accountant or equivalent¹, as applicable, issuing financial turnover certificate.
- iii) Scanned Copy of document as explained at Clause 1.6 related to financial turnover.

NOTE:

- a) Financial Turnover of Parent entity/subsidiary entity/or any associate entity of the Bidder shall not be considered.
- b) The intending Bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or equivalent based on audited balance sheet.
- c) If the audited balance sheet for the immediately preceding year is not available / published at the time of bid submission, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be submitted for evaluation the credentials of the Bidder.
- d) Annual financial turnover from consultancy services in other International currencies shall also be considered if that currency is listed on the web link page-<http://data.worldbank.org/indicator/PA.NUS.FCRF> on the World Bank's website. The value stated in other International currencies shall be converted to USD for the purpose of qualification criteria according to the specified average rate of the currency for the period 2013-2015 in the web link page specified above, which is available in public domain. For reference purposes, the average rate of conversion of USD has taken as INR 61.26 (as per above reference).

1.5.4 Key Personnel Strength

The Bidder must possess "key personnel" (minimum number) of the following categories with requisite qualification & experience as given in Table below:

¹ Any approximate equivalent of Statutory Auditor/ chartered account may provide the certificates required under this tender. In those jurisdiction that do not have license/ membership requirements for accountants to describe themselves or to practice as chartered accountants (or any approximate equivalent), any qualified accountant may provide the required certificates.

Sl. No.	Skill of key personnel	Qualification	Minimum Experience for eligibility	Minimum Nos. for eligibility
1.	Technical Expert: Experience in Projects of UCG/CBM/ CMM/ Exploration & Production (E&P) Sector of Oil & Natural Gas/ Shale Gas	Graduate Engineer/ Master Degree in Geology/Earth Sciences or Equivalent	5 years	1
2.	Legal Expert: Experience in Bid Advisory/ Contract Documentation	Graduate in Law or Equivalent	5 years	1
3.	Management Expert: Experience in Bid Advisory/ Contract Documentation.	Master Degree in Management or Equivalent	5 years	1

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

- i) Particulars of key personnel including experience.
- ii) Scanned Copy of document as explained at Clause 1.6 related to key personnel.

NOTE:

- a) The Bidder shall designate one of the team members as the team leader.
- b) One person shall be eligible for only one skill set, even though having minimum requisite experience for more than one skill set.
- c) The documentary evidence to this effect would be self-attested CVs duly countersigned by the authorized representative of Bidder.

1.5.5 Power of Attorney (PoA)

The Bidder shall submit “Power of Attorney (PoA)” in accordance with the format at 4.2 of Section 4. The PoA shall be given by the following persons:

- (i) Copy of Board resolution countersigned by company secretary, authorizing the official to issue the PoA in favour of the person concerned to submit the Bid; or
- (ii) Copy of the resolution of Governing body signed by the authorizing the official to issue the PoA in favour of the person concerned to submit the Bid.

For overseas Bidder, the Power of Attorney without non-judicial stamp paper shall also be accepted.

1.6 SUBMISSION OF DOCUMENT

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

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

Sl. No	Submission of Documents related to Eligibility Criteria.	Scanned copy of documents* to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)
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1	Legal Status of the Bidder	Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
2	Bid application and Acceptance of Bid Conditions	Copy of Bid application and Acceptance of Bid Conditions on Bidders letter head as per format at 4.1 of Section-4.
3.	General Information	a. Filled up Format 4.4.1 & 4.4.2 of Section-4.
5	Work Experience	a. Copies of work orders and Completion Certificates for each qualifying work experience showing the requisite qualification requirements, issued by the client and other relevant documents b. Filled up Format 4.4.3 of Section-4
6	Financial Turnover	a. Turnover certificate issued by a practicing Chartered Accountant having membership with Institute of Chartered Accountants of India or equivalent, containing the information as furnished by Bidder on-line and audited balance sheet. b. Filled up Format 4.4.4 of Section-4
7	Key Personnel	a. Self-attested CVs of the key personnel duly countersigned by the authorized representative of Bidder for which the information to be submitted online b. Filled up Format 4.4.5 of Section-4
8	Power of Attorney	Copy of the documents as per clause 1.5.5 of Section -1 and format 4.2 of Section-4
9	Valid Permanent Account Number (PAN) (For Indian Bidder)	Copy of PAN card issued by Income Tax department, Govt. of India
10	Certificate of registration with Service tax department (PAN based) (For Indian Bidder)	Certificate of registration issued by Service tax department in favour of Bidder.
11	Integrity pact	Duly signed and witnessed integrity pact as per Proforma of Bid Document.
12	Authorization for Digital Signature Certificate	a) If the Bidder himself is the DSC holder bidding on-line then self-declaration of the Bidder to this effect. OR b) if the DSC holder is bidding online on behalf of the Bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the Bidder.
13	Undertaking on Bidder's letter head in support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given as per the format given in Annexure-I of NIT. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

14	Any other document to support the qualification information as submitted by the Bidder online
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against eligibility criteria may also be attached by the Bidder in the same file to be uploaded against respective eligibility criteria.</p> <p>* Any documents issued overseas should be vetted/endorsed by the relevant embassy/high commission concerned (country where the Bidder has executed the said work or country of origin of the Bidder) towards authenticity of the documents submitted.</p>	

1.7 Submission of Bid:

All the Bids are to be submitted online and on the website [<http://www.coalindiatenders.gov.in>]. No Bid shall be accepted offline.

- a. The Bidder shall upload the bids along with all the supporting documents in the e-procurement portal within the speculated date of tender submission. The Bidder should strictly comply with following instructions
 - i. The Bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I (Part-I) and cover –II (Part-II).
 - ii. Two parts of the Bid should contain the details as follows:

Part-I /cover-I (TECHNICAL BID)

Bid application and acceptance of Bid conditions format at 4.1 of section-4
 Technical details of the Bidder along with information on Eligibility criteria as detailed in clause1.5 hereof shall be provided in Technical Parameter sheet (TPS) in Excel format.

Filled in formats 4.4.1, 4.4.2, 4.4.3, 4.4.4 & 4.4.5 of section-4.
 Necessary scanned documents as elaborated in clause1.6 hereof.

Part –II/Cover –II (PRICE BID)

Prices only in the Excel format as indicated in the Bid document.

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

c. Bid application:

The format of Bid application (as per the format given) will be downloaded by the Bidder and will be printed/typed on his letterhead. This document will be signed by the Bidder or authorized person of the Bidder or DSC holder bidding with authorization from Bidder and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the Bidder for his

submitted Bid. The content of the “Bid application” uploaded by the Bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Bid application uploaded by Bidder as compared to the format of Bid application with NIT document, then the Bid will be rejected.

d. Information on eligibility criteria

All necessary information, as detailed under at Clause 1.5 above, will be required to be uploaded in the links Cover-I.

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

f. Price Bid (Part-II)

The Price Bid in Excel format will be downloaded by the Bidder and they will quote the Price on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in cover II. The Price Bid of Bidder will have no condition. The Price Bid which is incomplete and not submitted as per Instruction given above (and also online) will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid. The rates quoted by Bidder shall be inclusive of all taxes but excluding Service Tax.

The excel sheet will compute the service tax (total service tax, component of service tax payable by the Bidder and component service tax payable by the CMPDI) as per predefined logic.

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

It is the Bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-tender portal. Under no circumstances, CMPDI shall be liable to the Bidders for any direct/ indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

g. If the number of Bids received up to the bid submission end date are less than three, the Bid Submission End Date and also other relevant dates as per time Schedule of Tender (Refer Clause 1.2 of NIT) shall be extended by 48 hours through corrigendum to be issued before bid opening. In this extended period any new Bidder can submit his tender online. However, the existing Bidder will be allowed to modify his/their submission as per provision of Clause 1.10.

If up to the extended end date of bid submission, the number of Bids received online remains less than three, the extended bid Submission end date and also other relevant dates as per modified time Schedule of Tender shall be extended by further 5 days through corrigendum to be issued before bid opening. In this extended period any new Bidder can submit his tender online. However, the existing Bidder will be allowed to modify his/their submission as per provision of Clause 1.10. If up to second extended end date of Bid submission, the number of bids received online remains less than three, the Bid(s) received shall be opened without any further extension.

1.8 Bid Opening and Evaluation

Tender (Cover-I and Cover-II) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the pre-scheduled date & time of Tender Opening. After opening of bid, comparative statement showing the status of Bidders will be generated.

After opening of Bid, the documents submitted by L-1 Bidder in cover I as enlisted in the NIT will be downloaded for evaluation. If it confirms to all of the information/ declarations furnished by the Bidder online and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for award of Contract.

In case there is some deficiency in uploaded documents by L1 Bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L1 Bidder. The L-1 Bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L1 Bidder fails to submit the specified document/s in 10(ten) days, 10 more days (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

1.9 Bid Validity

The validity of Bids shall be not less than 120 (One Hundred Twenty) days from the last/end date of submission of Bid.

1.10 Modification and Withdrawal of Bid

Modification of the submitted Bid shall be allowed on-line only before the deadline of submission of tender and the Bidder may modify and resubmit their Bid on-line as many times as he may wish.

Bidders may withdraw their Bids online within the end date of bid. However, if the Bidder once withdraws his Bid, he will not be able to resubmit the Bid in that particular tender. No withdrawal/modification is allowed after end date and time of bid submission.

1.11 NOTES

1.11.1 CMPDI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

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

1.11.3 CMPDI does not bind itself to accept the lowest Bid and reserves the right to reject any or all the Bids without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its

entirety, at its sole discretion.

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

1.12 INTEGRITY PACT

The Bidder is required to go through the 'Integrity Pact' which is the part of Bid Document. The Bidder, submitting the Bid shall accept the 'Integrity Pact' as given in the Bid Document.

Name, address and contact Number of the Independent External Monitors (IEM) nominated for this tender:-

Sl No	Name	Address
1	Prof(Dr.) L.C.Singhi, IAS (Retd.)	L-31 Third Floor, Kailash Colony, New Delhi - 110 048 Phone no. 91-11-29237274 Mobile no. 9968073976 e-mail : lcsinghi@yahoo.com lcsinghi@gmail.com
2	Dr. S.M.Jharwal, IES (Retd.)	Flat No.69, IES Apartment, Plot No.9, Sector-4, Dwarka, New Delhi e-mail : jharwal@nic.in

UNDERTAKING/ AFFIDAVIT
(Format of Undertaking)^b

(For commitment, genuineness of the information furnished online and authenticity of the documents uploaded during the Bidding Process)

UNDERTAKING

I/ We, hereby agree, undertake and confirm that:

1. I/We am/are submitting a bid for the work.....against NIT No. dated..... and I/we agree and undertake to execute the work in accordance with all the terms, conditions and provisions of the Bidding Documents.
2. All information furnished by me/ us in respect of fulfillment of qualification criteria for our Bid is complete, correct and true.
3. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
4. I/ We hereby authorize CMPDI and/ or its authorized representatives to seek references/ clarifications from us.
5. If any information and document furnished/ uploaded by me/ us is found to be false/ incorrect at any time, CMPDI may reject my/ our Bid and action as deemed fit may be taken against me/us, including termination of the contract (if the work is awarded to me/us), forfeiture of all dues and banning/ delisting of me/ us and all members/ partners.
6. Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder

Dated:

Seal of Notary

^b The undertaking is to be submitted on the letterhead of the Bidder.

SECTION – 2

INSTRUCTIONS TO BIDDERS (ITB)

2.1 SCOPE OF BIDDER

2.1.1 CMPDI, on behalf of Ministry of Coal, invites bids for providing consultancy services for “**Formulation of Bid Document & Model Contract Document for Development of Underground Coal Gasification (UCG)**”.

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

2.2 ELIGIBLE BIDDERS

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

2.2.2 An entity that has been engaged by the CMPDI to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

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

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

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

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

2.3 ONE BID PER BIDDER

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. Alternative proposals will not also be considered.

2.4 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the CMPDI will in no case be responsible or liable for those costs.

2.5 CONTENT OF BIDDING DOCUMENTS

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

- i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract, iv) Scope of Services, vi) Integrity Pact, vii) Various Formats, viii), e-Tender User Portal Agreement.

2.6 CLARIFICATION ON BIDDING DOCUMENTS

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The last date of giving clarification by CMPDI online will be up to 5 (five) days before the last date of submission of Bid. CMPDI will clarify as far as possible only relevant queries. The clarifications given by CMPDI will be visible to all the Bidders intending to participate in Bid.

2.7 AMENDMENT OF BIDDING DOCUMENTS

- 2.7.1 Before the deadline for submission of Bids, CMPDI may modify the Bidding Documents by issuing addenda. Any addendum thus issued shall be a part of the Bidding Document and shall be displayed on the website. The Bidder shall upload the same during bid submission.
- 2.7.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, CMPDI shall extend, as necessary, the deadline for submission of Bids.

2.8 LANGUAGE OF BID

All documents relating to the Bid shall be in the English language. In case any printed literature furnished by the Bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern, if any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate /work order/ agreement and an affidavit on non-Judicial stamp paper duly notarised in this respect to be submitted as to representation of the original.

2.9 CURRENCIES OF BID AND PAYMENT

The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments under the contract shall be in Indian Rupees only.

2.10 BID PRICES

- 2.10.1 The Bidder shall closely study in detail the scope of services which govern the Consultancy fees being quoted. The contract shall be for the entire scope of services, as detailed in the Bidding Document.
- 2.10.2 The Bidder shall submit prices / Consultancy fees for all elements of scope of services described in Section 5.
- 2.10.3 All duties, taxes (excluding Service Tax only) and other levies, octroi, if any, shall be payable by the Successful Consultant under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the total Consultancy fees submitted by the Bidder. All investments, operating expenses, incidentals, overheads, etc. as may be attendant upon execution and completion of contract shall also be included in the total Bid price submitted by the Bidder.
- 2.10.4 The Price quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service aviler (i.e. CMPDI) to the service provider

would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule. Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

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

2.11 BID VALIDITY

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

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

2.12 BID SECURITY

There will be no Bid Security for this tender.

2.13 DEADLINE FOR SUBMISSION OF BIDS

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

2.13.2 CMPDI may extend the deadline for submission of Bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of CMPDI and the Bidders previously subject to the original deadline will then be subject to the new deadline.

2.14 SIGNING AND SUBMISSION OF BID

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

2.14.2 Submission of Bid shall be as detailed at Clause 1.7 of e-Tender Notice.

2.15 MODIFICATION AND WITHDRAWAL OF BIDS

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

2.15.2 No bid withdrawal/modifications shall be allowed after end date and time of Bid submission.

2.16 BID OPENING

2.16.1 All bids are to be submitted online only at the web-site

[<http://www.coalindiatenders.gov.in>]

2.16.2 After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission (Clause 1.7 of e-Tender Notice) before scheduled submission, the CMPDI will open the Bid in the manner as specified under Clause 1.8 of e-Tender Notice.

2.17 EVALUATION AND COMPARISON OF BIDS

2.17.1 Evaluation and comparison of bids will be done by System on-line. This on-line evaluation will be validated by CMPDI at each stage as deliberated in Clause 1.8 of NIT (Section-1) on the basis of credentials of the Bidders. The Bidders are required to comply with system requirement as Clause 1.7 of NIT.

The bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of service tax etc. as applicable. L-1 will be decided based on cost to company.

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

2.17.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, CMPDI may, in its sole discretion, exclude the relevant project from the eligible experience of the Bidder.

2.17.4 In the event that a Bidder claims credit for any credential, and such claim is determined by CMPDI as incorrect or erroneous, CMPDI shall reject such claim and the decision of CMPDI shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, CMPDI reserves the right to reject the bid.

2.18 AWARD CRITERIA

2.18.1 CMPDI will award the contract to the qualified Bidder whose Bid has been determined to substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price. CMPDI shall be sole judge in this regards.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

2.19.2 The successful Bidder shall enter into a Contract Agreement with CMPDI within 30 (thirty) days from the date of "Letter of Acceptance" (LoA) or within such extended time as may be granted by CMPDI. The cost of the stamp papers for the contract agreement shall be borne by the successful Bidder. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the

sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the successful Bidder free of cost and the original is to be retained by the CMPDI. The contract document shall not be used by the successful Bidder for any purpose other than this contract and the successful Bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

- 2.19.3 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security.
- 2.19.4 Upon the furnishing by the successful Bidder of the Performance Security, CMPDI will promptly notify the other Bidders that their Bids have been unsuccessful.

2.20 PERFORMANCE SECURITY

Performance Security shall be 10 % of Contract Price and should be submitted by the successful Bidder within 30 (thirty) days of issue of 'Letter of Acceptance" in any of the form given below.

- a Bank Guarantee in the form given in the bid document from any schedule bank acceptable to the CMPDI. Bank guarantee issued by out station bank shall be operative at their local branch at Ranchi or at their branch at Ranchi. Bank Guarantee shall be irrevocable and valid for 90 days beyond the completion date of the contract.
- Demand Draft drawn in favour of Central Mine Planning & Design Institute Limited on any Scheduled Bank payable at its Branch at Ranchi.

CMPDI shall be at liberty to deduct / appropriate from the Performance Security Deposit such sums as are due and payable by the Consultant to CMPDI as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit shall have to be restored by Consultant subsequently.

The Performance Security will be returned to the Consultant without any interest on successful completion of the contract.

2.21 LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Ranchi Court only.

2.22 e-PAYMENTS

2.22.1 The successful Bidder shall have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code. Successful Bidder is required to submit an Authorization form duly signed for e-payment to them.

2.22.2 All Bills/ Invoices along with relevant supporting documents in the name of CMPDI shall be submitted in triplicate to designated officer of the CMPDI for verification and for payment.

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

2.23 INTEGRITY PACT

Bidders are required to submit the pre-contract integrity pact duly signed, witnessed and uploaded as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the Bidder with name, designation and seal of the company/Firm/Organisation. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

2.24 MISCELLANEOUS

- 2.24.1 The Bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 2.24.2 After opening of the tender, if CMPDI decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.
- 2.24.3 Throughout the Bidding Documents, the terms 'Bid' and tender and their derivatives are synonymous.
- 2.24.4 The processes for entering into the agreement with the successful Bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by the successful Bidder for executing the agreement shall be as specified in the Bid Document.
- 2.24.5 Instructions to Bidders (ITB) shall be a part of contract agreement.

SECTION – 3

CONDITIONS OF CONTRACT

3.1 Definitions:

- (i) The word "Ministry of Coal" or "MoC" wherever occurs in the conditions, means Ministry of Coal, Government of India represented at its office at Shastri Bhawan, New Delhi.
- (ii) The word "Nodal Agency" or "Central Mine Planning Design Institute Limited" or "CMPDI" wherever occurs in the tender document, means Central Mine Planning Design Institute Limited represented at headquarter Ranchi by the Chairman cum Managing director or his authorized representative or any other officer specially deputed for the purpose.
- (iii) The word "Consultant" wherever occurs means the successful bidder who has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a Firm/Organisation or a Company or the successors and permitted assignees of such individual, Firm/Organisation or Company, as the case may be.
- (iv) The word "Designated officer-in-charge" wherever occurs in the tender document, means Deputy General Manager (CBM Cell) responsible for supervising and administering the contract.
- (v) A 'Day' shall mean a day of 24 hours from midnight to midnight.
- (vi) Designated Officer-in-charge who is of an appropriate seniority 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-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Consultant who is directly responsible for supervising the work being executed, on his behalf under the Delegation of Powers of the CMPDI. However, overall responsibility, as far as the contract is concerned will be that of the Designated Officer-in-charge.
- (vii) The 'Contract' shall mean the Global Tender Notice, the tender as accepted by the CMPDI and the formal agreement executed between the CMPDI and the successful Bidder together with the documents referred to therein including conditions of contract, during progress of work, scope of work.
- (viii) "Contract price" shall mean the total sum for which tender is accepted by the CMPDI.
- (ix) "Acceptance of the documents" shall mean CMPDI's written acceptance of the documents formulated by the Consultant under the contract. **The Consultant would be required to formulate and submit the final document within 3 (three) months from the date of award of work.**
- (x) 'Contract period' shall mean the time required for execution of the contract starting from the date of award of the contract and ends on the date of acceptance of the documents by the CMPDI.
- (xi) Words importing singular only shall also include the plural and vice-versa where the context so requires.

3.2 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i) Articles of Agreement
- ii) Global Tender Notice
- iii) Instructions to Bidders
- iv) Letter of Acceptance
- v) Conditions of contract,
- vi) Scope of Work
- vii) Integrity pact
- viii) Any other relevant documents

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

3.3 TIME - THE ESSENCE OF CONTRACT

The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the CMPDI without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The Consultant shall so organize his resources and perform his work as to complete it not later than the date agreed to.

Subsequent to the award of the contract, the Consultant shall make a detailed work programme in consultation with the designated officer-in-charge, in line with the agreed contract period. Such programme shall be reviewed and updated at least once in every month during the contract period.

3.4 INDEMNITY DAMAGES & INSURANCE

The Consultant shall indemnify and make harmless the CMPDI or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Consultant, his agents or employees in the execution of the work.

3.5 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the Consultant fails to maintain the required progress in terms of the agreed time or to complete the work on or before the date of completion of work or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, pay as compensation/ 'Liquidated Damages' (LD) @ half percent (1/2%) of the Contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the Contract price. The amount of compensation may be adjusted or setoff against any sum payable to the Contractor under this or any other contract with the Company.

CMPDI if satisfied, that the works can be completed by the Consultant within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., CMPDI will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Consultant as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

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

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

In the event of such termination of the contract as described in above two paras CMPDI, shall be entitled to recover L.D. upto ten percent (10%) of the contract price and forfeit the Performance Security submitted by the Consultant besides getting the work completed by other means at the risk and cost of the Consultant.

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

3.6 FORCE MAJEURE

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

- (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
- (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

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

- (a) Consultant will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the CMPDI.
- (b) For delays arising out of Force Majeure, the Consultant will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- (c) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

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

3.7 DELAYS BY CMPDI OR HIS AUTHORISED AGENT

In case the Consultant's performance is delayed due to any act of omission on the part of CMPDI or his authorised agents, then the Consultant shall be given due extension of time for the completion of the works, to the extent such omission on the part of CMPDI has caused delay in the Consultant's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the designated officer-in-charge shall be final.

3.8 EXTENSION OF DATE OF COMPLETION

On happening of any events causing delay as stated hereinafter, the Consultant shall intimate immediately in writing the designated officer-in-charge :

- a) due to any reasons defined as Force Majeure
- b) Any other causes which, at the sole discretion of CMPDI is beyond the control of the Consultant.

Provisional extension of time may be granted by the designated officer -In-charge during the course of execution, on written request for extension of time. The Consultant shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the designated officer-in-charge.

3.9 GRAFTS AND COMMISSIONS ETC.

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

3.10 PRICE VARIATION CLAUSE

The Price shall remain firm without any price variation due to escalation.

3.11 TAXES, PERMITS & LICENCES

The Consultant shall be liable and pay all-Indian taxes (other than service tax), duties, levies, whether local, municipal, provincial or central lawfully assessed against the CMPDI or the Consultant in pursuance of the contract. In addition the Consultant shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property.

Quoted price shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service avaler (i.e. CMPDI), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider/ Consultant.

3.12 PAYMENT SCHEDULE

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

Parts of Performance/ assignment	Deliverable	Time schedule			% of payment to be released
		Draft submission	Interactive comments by the CMPDI	Approval of Competent Authority	
Part-A & Part-B (Section-5)	Draft Documents	30 days (From the date of issue of work order)	10 days (The date after Submission of Draft Documents Part-A & Part-B)	20 days (After interactive comments from CMPDI)	50% on approval
Finalisation of Documents Part-C (Section-5)	Final Documents	10 days (after approval of Competent Authority of draft Documents Part-A & Part-B)	10 days (After submission of Final Documents)	10 days (after interactive comments on final Documents from CMPDI)	50% on approval

3.13 CONFIDENTIALITY

The Bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system or 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 CMPDI, in any jurisdiction, and any amendments or supplements thereto. The Bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDI also desires that the Bidder should in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any proprietary information which is disclosed to the Bidder by CMPDI at any time during the agreement / award of work / execution of work or thereafter. The Bidder may disclose proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such proprietary information. This clause shall survive and continue after its expiration or termination of the contract and shall bind the Consultant, its employees, agents, representatives, successors, heirs and assigns.

3.14 LIMITATION OF LIABILITIES

CMPDI shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the Consultant's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of CMPDI's personnel.

3.15 SETTLEMENT OF DISPUTES

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

The Consultant should make request in writing to the designated officer-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 Consultant shall be entertained by the CMPDI.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

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

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

3.16 GOVERNMENT REGULATIONS & STATUTORY ACTS

The Consultant should execute and deliver such documents as may be needed by CMPDI 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 CMPDI shall not be responsible in any manner whatsoever.

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

3.17 INTELLECTUAL PROPERTY RIGHTS

No services covered under the contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify CMPDI, 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, CMPDI, shall be defended in the defense of any proceedings which may be brought in that connection.

3.18 PROGRESS REPORT

The Consultant would be required to intimate the progress of the work to CMPDI in a frequency and manner prescribed by CMPDI, in consultation with the designated officer-In-charge after the award of contract.

3.19 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

3.19.1 CMPDI shall be entitled to cancel the contract in full or in part, if the consultancy firm

- Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from CMPDI, 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 CMPDI, then on the expiry of the period as may be specified by CMPDI in a notice in writing; or
- c. Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by CMPDI, then on the expiry of the period as may be specified by the CMPDI in a notice in writing; or
- d. Shall offer or give or agree to give any person in the service of the CMPDI 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 CMPDI; or
- e. Shall try to obtain a contract with CMPDI by way of ring tendering or other non-bona fide method of competitive tendering.

3.19.2 CMPDI shall in such an event give fifteen (15) days notice in writing to the consultancy firm of his decision to do so.

SECTION - 4

FORMATS

4.1 FORMAT FOR “BID APPLICATION AND ACCEPTANCE OF BID CONDITIONS”

(To be uploaded during submission of bid online)

Ref. No.

Date:

From: [Name of Company/Firm/Organisation]
[Address of Company/Firm/Organisation]

To
[.....]
.....
.....]

Sub : **Tender Notice No. dated**

Dear Sir,

We, the undersigned, through this letter are submitting our bid to CMPDI for selection of Consultancy Firms/Organisations for providing consultancy services for “**Formulation of Bid Document & Model Contract Document for Development of Underground Coal Gasification (UCG)**” and hereby declare that:

1. The undersigned is authorized to sign the BID SUBMISSION FORM and to finalise any contractual Terms & Conditions against the “Bid Document”. Power of Attorney as per format is placed at Annexure-II enclosed;
2. We confirm acceptance of all the provisions including “Scope of Services” and “Terms & Conditions”. Copy of the Bid Document duly signed is enclosed as a mark of acceptance;
3. We are enclosing the “Bid” in accordance with provisions of clause 1.7 Submission of Bid” of section 1;
4. Authorizes CMPDI on behalf of Ministry of Coal (MoC) to proceed with due diligence necessary to verify the information presented by us in connection with the selection process;
5. Confirms the veracity of the information presented in response to the Bid Document;
6. Does not participate in the bidding process through another Bidder either directly or through its subsidiaries and/or affiliates;
7. We confirm that validity of the bid is 120 (One Hundred Twenty) days from the last date of submission of Bid.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We understand that you are not bound to accept any or all proposal you receive.

Yours sincerely

Enclosure: As above

Authorized Signature,
Name & Designation

4.2 FORMAT OF POWER OF ATTORNEY

(Format for the Notarised and Legalised Power of Attorney for Authorised Signatory

dealing the Bid on behalf of the Bidder)

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

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

WHEREAS I/WE HEREBY AUTHORISE Mr./Mrs.* _____ to act as my Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. _____ issued by CMPDI on behalf of Ministry of Coal.

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

Name and Designation of the Authorised Signatory

(Person concerned* to submit the bid):

Signature of the Authorised Signatory:

Attested by :-

Signature

Name & Designation of the official**

For and on behalf of : (Name of the Bidder)

4.3 BANK GUARANTEE PROFORMA FOR

SECURITY DEPOSIT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK

AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

<.....> Limited,

In consideration of the <.....> Limited, having its Registered office at <.....> (hereinafter called to as the "CMPDI" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to [Name & Address of the Successful Consultant] (hereinafter called to as "Successful Consultant" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work [Name of the Work] by issue of Letter of Award No. _____ [Work Order/Letter of Acceptance (LoA)] and the same having been unequivocally accepted by the Successful Consultant resulting into a Contract Agreement dated _____ valued _____ [value of Work Order] (hereinafter called 'the Contract') and the CMPDI having agreed to accept Performance Bank Guarantee of _____ [indicate figure]% of the Contract Price _____ [amount in figures and words] from a Nationalized/Scheduled Bank for due performance of the work executed by the Successful Consultant as per the terms & conditions contained in the said Contract.

We, _____ [name of the Bank], of _____ [address of the Bank] (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CMPDI immediately on demand and or, all money payable by the Successful Consultant to the extent of _____ [amount of guarantee in figures and words], at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Successful Consultant. Any such demand made by the CMPDI on the Bank shall be conclusive and binding notwithstanding any difference between the CMPDI and the Successful Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

CMPDI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Successful Consultant. CMPDI shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Successful Consultant, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the CMPDI and the Successful Consultant or any other course or remedy or security available to CMPDI. The Bank shall not be released of its obligations under these presents by any exercise by the CMPDI of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the CMPDI or any other indulgence shown by the CMPDI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the CMPDI at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Successful Consultant and notwithstanding any security or other Guarantee that CMPDI may have in relation to the Successful Consultant's liabilities.

Dated this _____ day of _____, 20____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Seal of Bank _____

4.4 FORMATS FOR INFORMATION TOWARDS ELIGIBILITY CRITERIA

(To be filled in & uploaded by the Bidder)

4.4.1 GENERAL INFORMATION ABOUT THE BIDDER

(Ref Clause 1.5 of Section 1)

SI. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of the Bidder	
ii)	Legal Status	
iii)	a) Postal Address of the Registered Office/ Office b) Telephone no.(s) c) Fax no(s) d) Web site, e-mail, if any e) Address of Regional / Local Office, if any	
iv)	a) Name of the authorised Representative, Designation & Postal address b) Telephone no. c) Fax no(s) d) Web site, e-mail address	

Date :

Place :

Authorized Signature,
Name & Designation

4.4.2 DETAILED INFORMATION ABOUT THE BIDDER
(Ref Clause 1.5 of Section 1)

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of Bidder entity*	
ii)	Year of incorporation of the Bidder entity under relevant Act	
iii)	Banker's Name & Address	
iv)	Registration Number of the Company (under Relevant Act of the Country)	
v)	Permanent Account No.(PAN), if applicable	
vi)	Service Tax Registration number in India, if applicable	
vii)	The Bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited	YES/NO
viii)	Any other information	

*Certified attested copies, as applicable, to be enclosed.

Date :

Place :

Authorized Signature,
Name & Designation

4.4.3 DETAILS OF THE PAST WORK EXPERIENCE DURING LAST TEN YEARS
(April 1st, 2006 to March 31st, 2016)
(Ref. Clause 1.5 of Section 1)

Sl. No.	Brief title of the qualifying work experience	Clients' Name, Address (to whom services have been provided)	Date of completion of Project (Month & Year)	Currency of the work value	Amount of the Work Value	Other information, if any
	WORKS COMPLETED					
1						
2						
3						
4						
5						

Note:

1. Only the work completed during the Ten (10) years period as mentioned in clause 1.5.2 of section-1 shall be mentioned.
2. Documentary evidence in form of certified copies of work orders/ completion certificates, etc. should be submitted for each of the Project.
3. For value of successfully completed Projects in other International currencies shall also be considered if that currency is listed on the web link page <http://data.worldbank.org/indicator/PA.NUS.FCRF> on the World Bank's website. The value stated in other International Currencies shall be converted to USD for the purpose of qualification criteria according to the specified average rate of the currency for the period 2006-2015 in the web link page specified above, which is available in public domain.

Date :

Place :

Authorized Signature,
 Name & Designation

4.4.4 FINANCIAL PARTICULARS OF THE BIDDER

(Ref Clause 1.5 of Section 1)

SI. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Turnover during the last three financial years (up to March, 2016)	Turnover (INR/USD)
ii)	Copies of annual audited accounts statement for last three (03) financial years submitted	Yes/ No
iii)	Any other information	

IMPORTANT NOTE:

4. For the company/Firm/Organisation which follow calendar year as financial year turn over for the year 2013, 2014 & 2015 are to be included.
5. Annual financial turnover from consultancy services in other International currencies shall also be considered if that currency is listed on the web link page- <http://data.worldbank.org/indicator/PA.NUS.FCRF> on the World Bank's website. The value stated in other International currencies shall be converted to USD for the purpose of qualification criteria according to the specified average rate of the currency for the period 2013-2015 in the web link page specified above, which is available in public domain.

Date:

Place:

Signature of Owner/Authorised
representative of the Bidder

Counter Signed by
Chartered Accountant

4.4.5 DETAILS OF KEY MANPOWER ON ROLL WITH THE BIDDER

(Ref Clause 1.5 of Section 1)

Sl. No.	Skill of key personnel	Qualification	Name & Designation of the key Personnel	Minimum Requisite Experience
1.	Technical Expert: Experience in Projects of UCG/CBM/ CMM/ Exploration & Production (E&P) Sector of Oil & Natural Gas/ Shale Gas	Graduate Engineer/ Master Degree in Geology/Earth Sciences or Equivalent		
2.	Legal Expert: Experience in Bid Advisory/ Contract Documentation	Graduate in Law or Equivalent		
3.	Management Expert: Experience in Bid Advisory/ Contract Documentation.	Master Degree in Management or Equivalent		

Note: Self attested CV of key personnel & countersigned by the authorised representative of Bidder should be furnished.

Date:

Place:

Signature of Owner/Authorised representative of the Bidder

4.5 PROFORMA FOR INTEGRITY PACT

INTEGRITY PACT
Between
<.....Limited> hereinafter referred to as "The Principal"
and
<.....> hereinafter referred to as "The Bidder / Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws and regulation, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organization Transparency International (TI). Following TI's national and international experience, the Principal will appoint two external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members or any other person acting on his/her behalf, with in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process, treat all Bidders with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He/she commits himself/ herself to observe the following principles during his/ her participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
5. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his/her reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his/her reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression. The severity will be determined by the facts and circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he/she has restored/recouped the damage caused by him/her and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Performance Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the T1 approach or with any other Public Sector Enterprise in India that could justify his/her exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office.

Section 8 – External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his/her function neutrally and independently. He/she reports to the chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual- relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other suitable relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him/her by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent directors/ Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. <.....>.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal (Seal, Date, Place)

For the Bidder / Contractor (Seal, Date, Place)

Witness 1

Witness 2

SECTION - 5

SCOPE OF SERVICES

5.1 PREAMBLE:

Ministry of Coal (MoC) intends to develop **Underground Coal Gasification (UCG)** prospects in the identified areas through reputed contractor/operators to be selected through global bidding.

Being identified Nodal Agency by MoC for selection of consultant for preparation of Model Contract Document, Global Bid Document, Bid evaluation criteria and other related document as indicated in the scope of services (Clause 5.2) CMPDI desires to seek assistance from the consulting Firm/Organisation selected through this selection process for the following work:

5.2 SCOPE OF SERVICES:

Part A: Formulation of Draft Global Bid Document

- a)** Assessment and finalization of contractual structure considering all aspects including legal, commercial, financial, payment security mechanisms, security and other statutory provisions of bidden contract interest.
- b)** Detailing of contractual arrangement including bid evaluation criteria
 - i. Identify the role of the contractor/operator,
 - ii. scope of work of the contractor/operator
 - iii. Assessment and laying down of duties and responsibilities of MoC and contractor/operator of block for all issues including coordination and safety
 - iv. Assessment and Laying down of exit mechanism
 - v. Based on the above analysis, suggesting draft NIT and Bid format as well as key bid evaluation criteria and experience requirements.
- c)** Formulate the Draft Global Bid Documents which should include all aspects legal, commercial, financial, including Notice Inviting Tender, Bid Format, Bid Evaluation Criteria for deliberation and approval

PART B: Framing of a Draft Model Contract Document

- I. A Model Contract will have to be signed between the Govt and the allottee of the block selected for development of UCG.
- II. A Model Contract document will have to be drafted which will form part of the Global Bid document.
- III. In the said Model Contract Document all issues above will be suitably incorporated in such manner that the administering the contractor/operators could be smoothly ensured through various legal, commercial, financial provisions of the said contract all through the contract period including exploration, geological reporting, resource reporting, land acquisition, rehabilitation and resettlement, UCG development, production and closure and Laying down of dispute resolution mechanism

Part C: Finalisation of Global Bid Document and Model Contract Document

Based on the above, finalise the Global Bid Documents, which in addition to all issues including the suggestions/points raised by the MoC/CMPDI must include Notice Inviting Tender, Bid Format, Bid Evaluation Criteria and Model Contract Document incorporating legal, commercial and financial provisions.

DELIVERABLES

The following document will have to be submitted as per the time schedule indicated at clause 3.12 of section-3. The draft documents will have to be deliberated

- i. Submission of 5 sets of the Draft Documents of Part-A & Part-B each in hard and soft copies.
- ii. Discussions/Presentation on the documents as mentioned at point i above at MoC/CMPDI as per the schedule indicated at clause 3.12 of section-3.
- iii. Submission of 5 sets of final Global Bid Document and Model Contract Document (Part-C) each in hard and soft copies.
- iv. Discussions/Presentation on final Documents at MoC/CMPDI as per the schedule indicated at clause 3.12 of section-3.