

**Global Tender Document for
Selection of Consultant for
“FORMULATION OF
STRATEGIC BUSINESS PLAN OF CMPDI”
(Only through e-Tender mode)**



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SECTION-1

GLOBAL ETENDER NOTICE (NIT)

No: CMPDI/BD/2017/G-31/001

Dated: 25.1.2017

1.1 INVITATION TO OFFER/TENDER

Digitally signed and encrypted e-Tenders are invited under Two-Part system on the e-Procurement portal of Coal India Limited (CIL) (<http://www.coalindiatenders.nic.in>), from reputed and experienced Consultancy Firms/Companies for the following services:

Tender No.	Description of services	EMD (INR)	Completion period
CMPDI/BD/2017/G-31	Formulation of Strategic Business Plan of CMPDI	5,00,000/-	Seven (07) months

Note: There is no Application (document) Fee. The bid documents will be available on the following website(s) and can be downloaded by the Bidder as per the time schedule of the tender as given in Clause 1.2.

- a) <http://www.cmpdi.co.in>; and
- b) <http://www.coalindiatenders.nic.in>

1.2 TIME SCHEDULE OF TENDER

Sl. No.	Particulars	Date	Time (Hours, IST)
1	Tender e-Publication date	As available on the website: http://www.coalindiatenders.nic.in	
2	Document download start date		
3	Document download end date		
4	Bid Submission Start date		
5	Bid Submission End date		
6	Start date for seeking Clarification on-line		
7	Last date for seeking Clarification on-line		
8	Bid Opening date (Part-I)		

1.3 EARNEST MONEY DEPOSIT (EMD)

The amount of EMD has to be deposited within the last date and time for submission of online offer, failing which the online offer will not be considered.

1. For Domestic Bidders:

The bidder will have to make the payment of EMD through **ONLINE** mode only.

In Online mode the bidder can make payment of EMD either through net banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank. In case of payment through net-banking, the money will be immediately transferred to designated Bank Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed to submit his / her bid only when the EMD is successfully received in POOL account and the information flows from Bank to e-Procurement system.

The process of submission of EMD should be initiated preferably at least 24 hours before end date and time of Bid submission to avoid any system related problems or issues in the payment gateway.

Clarification: NO EXEMPTION OF EMD FOR ANY DOMESTIC BIDDER.
However, in the online portal the exemption of EMD is referred as YES only to facilitate the foreign bidders to upload detail of EMD.

2. For Foreign Bidders:

Overseas Bidders can make payment of EMD through Direct Foreign Remittance to CMPDI, Bank Account, the details of which are as under:-

1. Name of Account: Central Mine Planning and Design Institute Limited;
2. Account No.: 916020064660613;
3. Bank Name: Axis Bank Limited;
4. Branch Name: Ranchi Branch
5. Branch Code: 106
6. IFSC Code: UTIB0000106;
7. SWIFT Code: AXISINBB106;

While submitting the tender on-line the foreign bidder should upload a document (.pdf file) clearly specifying the transaction reference number / documentary evidence showing such remittance, in the space provided against 'Upload EMD exemption document' which should be digitally signed before moving on to the Next Page.

EMD will be refunded to the bank account from which the money is transferred. The Bank account used by the bidder for submission of EMD should remain available, till the complete processing of the tender, for refund of the EMD.

Refund of EMD amount to Foreign Bidders shall be made in INR. The remittance of EMD amount shall be made directly to Bidder's account. For this purpose, the Bidder shall submit the Bank Mandate as per the format given in ANNEXURE - A3: (Section-5) with SWIFT Code, if applicable, and make necessary arrangements so that the EMD refund in INR is deposited in their bank account.

Notes:

- a) Bids submitted without full amount of EMD will be summarily rejected. The net payment credited to the Employer's bank account, should be the same as EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.
- b) Physical mode of payment, i.e. Banker cheques or Demand drafts etc., are not acceptable.
- c) The Employer shall not be liable to pay any interest on the amount of EMD.

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.nic.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/ Company. Any form of consortium or sub-contracting is not allowed under this Bid.
- b) The Bidder shall be registered legal entity under relevant act of the respective country.
- c) The Bidder should not be blacklisted by any Public Sector Undertaking (PSU) or Government of India.
- d) The Bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited.
- e) The Bidder from India, in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
- f) 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:

- a) Name, address & contact details of the Bidder as registered and its status.
- b) Country of origin & particulars of registering authority of the Bidder.
- c) Registration No. and Year of registration.
- d) Confirmation about blacklisting of the Bidder.

- e) Confirmation about prohibition of commercial relation between India and Bidder's country.
- f) PAN & Service Tax Registration Number (PAN based) for Indian Bidder.
- g) Scanned copy of documents as explained at Clause 1.6 related to general information of the Bidder.

1.5.2 Work Experience

1.5.2.1 Minimum Requirement

The Bidder must have successfully completed at least four (04) assignments relating to corporate strategy for business enhancement, during the seven (07) years period from 1st January, 2010 to 31st December, 2016. The consultancy fee for each of these successfully completed assignments claimed must be at least INR five (5) million or USD seventy five (75) thousand or Euro seventy (70) thousand. Out of the above minimum four (04) assignments, the work experiences should satisfy the following conditions:

- i) At least two assignments in India of which one assignment shall be for a Public Sector Undertaking (PSU)/ Government organization; and
- ii) At least two assignments outside India of which one assignment shall be related to mineral industry, which may include coal.

1.5.2.2 Additional work experience

There shall be weightage for additional work experience as given in Clause 2.17(Evaluation & Comparison of Bids).

1.5.2.3 Clarifications on the work experience:

1. Work experience of the parent entity of the bidder may be considered provided parent entity has at least fifty one (51) percent stake in the Bidder's entity. Work experience of parent's parent entities or 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 considered.
5. Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.

6. Work order/ completion certificate should be signed by the Bidder's client. Work order/ Completion certificate received by e-mail should be signed/certified by the client.
7. Qualifying work experience of any Bidder as a member of any consortium will be considered subject to the Bidder 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.
8. The references to the documents submitted as evidence for qualification criteria should be mentioned by specifying the relevant page number(s); wrong references of evidences may not be evaluated.

1.5.2.4 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 at least following specific details of each of the assignments:
 - Nature & scope of work;
 - Specific work value;
 - Completion date of the work.
2. In case experience of any previous entity (which has been acquired by or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.

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

- i) Particulars of each of assignments including title of the assignment, name of the client, completion date and specific work value.
- ii) Reference number & date of the work order and completion certificates of the assignment.
- iii) Scanned copy of documents as explained at Clause 1.6 related to work experience of the Bidder.

1.5.3 Financial Strength

The Bidder in their name must have achieved a minimum average annual financial turnover of INR one (01) billion or USD fifteen (15) million or Euro fourteen (14) million from consultancy services offered during the immediately preceding three (03) consecutive financial years.

There shall be weightage for additional financial turnover as given in Clause 2.17 (Evaluation & Comparison of Bids).

1.5.3.1 The documentary evidence to this effect would be:

- i) Copies of audited Balance Sheet and Profit & Loss Account duly countersigned by the authorized representative of the Bidder; and/ or
- ii) A declaration to the above affect duly signed by a Statutory Auditor/Chartered Accountant or equivalent and countersigned by the authorized representative of the Bidder.

NOTE:

- a) Financial turnover of the parent entity of the bidder may be considered provided parent entity has at least fifty one (51) percent stake in the Bidder's entity. Financial turnover of parent's parent entities or 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 Statutory Auditor/Chartered Accountant or equivalent based on audited balance sheet/ Profit & Loss Account.
- c) If the audited balance sheet/ Profit & Loss Account 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 evaluating the credentials of the Bidder.

1.5.3.2 In respect of the above eligibility criteria the Bidders are required to furnish the following information online:

- i) Financial turnover for the last three financial years. Name and membership number of the Statutory Auditor/Chartered Accountant or equivalent, as applicable, issuing financial turnover certificate.
- ii) Scanned Copy of document as explained at Clause 1.6 related to financial turnover.

1.5.4 Key Personnel Strength

The Bidder must possess, on their roll, "key personnel" (minimum number), to be deployed, with requisite qualification & experience as given in Table below:

Sl. No.	Role & expertise of key personnel	Minimum requisite Qualification & experience (years)	Minimum number of similar completed assignments	Minimum Nos. to be deployed
1.	Team Leader- Expertise in similar strategy formulation assignments as team leader	Bachelor's Degree in Engineering along with MBA or equivalent & 10 years	5	1
2.	Team Member- Management Expert in similar strategy formulation assignments as Team member	MBA or equivalent & 5 years	2	2
3.	Team Member- Financial Expert in similar strategy formulation assignments as Team member	MBA (Finance)/ CA/ICWA or equivalent & 5 years	2	1

Sl. No.	Role & expertise of key personnel	Minimum requisite Qualification & experience (years)	Minimum number of similar completed assignments	Minimum Nos. to be deployed
4.	Team Member- Technical Expert in consulting assignments related to mining industry as Team member	Bachelor's Degree in Mining Engineering or equivalent & 5 years	2	1
5.	Team Member- Technical Expert in consulting assignments related to mineral exploration as Team member	Master's degree in Geology/ Applied Geology & 5 years	2	1

1.5.4.1 The documentary evidence to this effect would be:

- a) Self-attested CVs of the key personnel, including the similar assignments handled and their role, duly countersigned by the authorized representative of Bidder; and

NOTE:

- a) One person shall be eligible for only one skill set, even though having minimum requisite qualification for more than one skill set.
- b) The key personnel should be full time employees on the roll of the Bidder. In case of contractual employment, the contract should be for full time employment of at least 24 months.

1.5.4.2 In respect of the above eligibility criteria the Bidders are required to furnish the following information online:

- i) Particulars of key personnel viz. Name, qualification, experience and number of similar assignments completed.
- ii) Scanned Copy of documents as explained at Clause 1.6 related to key personnel.

1.5.5 Power of Attorney (PoA)

The Bidder shall submit "Power of Attorney (PoA)" in accordance with the format at ANNEXURE - A7: of Section 5. The PoA should be approved through a Board resolution or resolution of the governing body of the registered legal entity duly countersigned by the Company Secretary or authorized signatory of the entity as applicable, authorizing the official to issue the PoA in favour of the person concerned to submit the Bid. In case of a partnership firm the PoA should be executed by the partners or the partner who has been authorized by the partnership deed.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidder from countries that have signed the Hague Legislation

Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

1.6 SUBMISSION OF DOCUMENTS

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 copies of following documents to 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)
1	Legal Status of the Bidder	Memorandum & Article of Association with certificate of incorporation containing name of Bidder or equivalent document showing legal status of the 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 ANNEXURE - A1:Section-5.
3	General Information	<ul style="list-style-type: none"> a. Filled up Format at ANNEXURE - A8: Section-5. b. Undertaking that the Bidder is not blacklisted by Govt./PSU; c. Undertaking that the Bidder is not from a country where commercial relation with India is prohibited.
4	Work Experience	<ul style="list-style-type: none"> a. Copies of work orders and completion certificates for each qualifying work experience containing the information as furnished by the Bidder online [in the Technical Parameter Sheet (TPS)], showing the requisite qualification requirements, issued by the client and other relevant documents, as under Clause 1.5.2;
5	Financial Turnover	<ul style="list-style-type: none"> 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 in the TPS; b. Copies of audited balance sheet and profit loss account as required;
6	Key Personnel	<ul style="list-style-type: none"> a. Self-attested CVs of the key personnel duly countersigned by the authorized representative of Bidder for which the information has been furnished online in the TPS;
7	Power of Attorney	<ul style="list-style-type: none"> a. Copy of the documents as per Clause-1.5.5; and b. Format at ANNEXURE - A7:Section-5

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)
8	Valid Permanent Account Number (PAN) (For Indian Bidder)	Copy of PAN card issued by Income Tax department, Govt. of India
9	Certificate of registration with Service tax department (PAN based) (For Indian Bidder)	Certificate of registration issued by Service tax department in favour of the Bidder.
10	Integrity pact	Duly signed and witnessed Integrity pact as per Format at ANNEXURE - A9:Section-5.
11	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.
12	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 at ANNEXURE - A2:Section-5 of NIT. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
13	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>		

1.6.1 SUBMISSION OF BID

All the Bids are to be submitted online and on the e-procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). No Bid shall be accepted offline.

1.6.2 **The Bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT, including Commercial & General Terms & Conditions and other terms, 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. No conditional bid shall be allowed / accepted.**

1.6.3 **The Bidder shall upload the bids along with all the supporting documents in the e-Procurement portal within the scheduled 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:

Cover-I/ Part-I (Technical Bid)

- Bid application and acceptance of Bid conditions format at ANNEXURE - A1:Section-5
- Technical details of the Bidder along with information on Eligibility criteria as detailed in Clause 1.5 hereof shall be provided in Technical Parameter sheet (TPS) in Excel format.
- Filled in other required documents i.e. formats at ANNEXURE - A3:, ANNEXURE - A4:
- Necessary scanned documents as elaborated in Clause 1.6.

Cover-II/ Part –II (Price Bid)

- Prices only in the Excel format.

1.6.4 **Digital Signature Certificate (DSC)**

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.

For Foreign Bidders (Bidder located outside India):

- As per the IT ACT, e-Procurement portal of CIL does not allow to register any DSC issued by CAs other than Indian CAs. However, some of the Certifying Agencies issue DSC for foreigners without visiting India, details of which are available under the Downloads link of this portal viz. <https://coalindiatenders.nic.in>. A foreign Bidder can't get DSC from their respective country, i.e. any country outside India.

- Foreign Bidders may get DSC online without physically visiting India. For the same, please refer to the link DSC for foreign Bidders under the “Downloads” option available in the Home Page of the portal. Following the procedure given, the foreign Bidder can get the Indian DSC issued and participate in this e-Procurement portal without visiting India.
- While registering the DSC on the portal, the PAN / TAN is a mandatory field. As foreign Bidders need not possess a PAN /TAN they may enter the dummy value TEMPZ9999Z as a PAN number and continue the process. This will be applicable exclusively for foreign Bidders or specially exempted sector.

1.6.5 Bid Application

The format of Bid application [LOB format at ANNEXURE - A1:Section-5] will be downloaded by the Bidder and will be printed/ typed on his letterhead. The scanned copy of this document will be uploaded in .pdf format and will be digitally signed 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.

1.6.6 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.

1.6.7 Technical Parameter Sheet (TPS)

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

1.6.8 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 Instructions 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 department) as per predefined logic.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Service Tax Status from the following list given in the BOQ:

The bidder should be either a

• **A Body Corporate,**

OR,

• **Other than Body Corporate but not a Small Service Provider Availing Service Tax Exemption,**

OR,

• **Foreign Bidders.**

NOTE:

(i) Body Corporate i.e. a Company registered under Companies Act, 2013.

(ii) Other than Body Corporate i.e. Partnership etc.

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

METHODOLOGY FOR RANKING OF BIDDERS (PRICE BID ONLY):

The competitiveness of the bidders will be decided on the basis of “*Cost to the Company*”, which will be as follows:

CASE-I: Domestic Bidders.

Works / Services which are covered under Reverse Charge Mechanism (RCM) and CENVAT CREDIT is available to CMPDIL, the Cost to Company will be calculated as under:

Quoted Price (Without impact of Service Tax)

Add: Swatchha Bharat Cess (SBC) payable by the Bidder, if applicable.

Present rate of Service Tax, SBC & KKC are 14%, 0.5% and 0.5% respectively.

NOTE: Contract value for domestic bidder will be quoted Price (Without Impact of Service Tax)

Add: Share of Service Tax, SBC, KKC payable by the bidder.

CASE-II: Foreign Bidders.

In case of foreign bidders, liability to pay service tax would be in the hands of CMPDIL, as a recipient of service under reverse charge mechanism. “*Cost to the Company*” (i.e. competitiveness of the bidder) in case of foreign bidders, considering CENVAT CREDIT is available to CMPDIL, will be calculated as under:

**Quoted Price (Without impact of Service Tax)
Add: Swatchha Bharat Cess (SBC) payable by CMPDIL.**

Present rate of Service Tax, SBC & KKC are 14%, 0.5% and 0.5% respectively.

NOTE: Contract value for foreign bidder will be quote price (without impact of service tax).

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

The applicable share of Service Tax, for this tendered item, (under reverse charge mechanism w.e.f. 01.07.2012, amended vide Notification No.14/2015-Service Tax, dated 19th May, 2015 and amended vide Notification No.22/2015-ST dated 6th November, 2015 regarding Swatch Bharat Cess) is given below:

Type of Service Contract	DOMESTIC BIDDERS					FOREIGN BIDDERS	
	% value of work on which service tax is payable by both the bidder & CMPDI.	STATUS OF THE BIDDER				% Share of Service Tax	
		A Body Corporate		Other than Body Corporate			
		Bidder	CMPDI	Bidder	CMPDI	Bidder	CMPDI
1	2	3	4	5	6	7	8
Services without Reverse charge mechanism (Domestic bidders)	100	15.00	Nil	15.00	Nil		
Services with Reverse charge mechanism (Foreign Bidders)						Nil	15.00

Bidders should quote their rates excluding the impact of Service-Tax. Applicable Service Tax payable by the Bidder / Service Provider will be reimbursed on production of documentary evidence towards payment of such Service Tax to the Government Exchequer.

The Bidder (Service Provider) will have to raise separate bill for claiming the reimbursable amount of Service Tax paid by him/them. Such bills should necessarily contain Bidder's Service Tax Registration Number with details of Range / Division / Commissionerate address with documentary evidence of payment of Service Tax to the Government Exchequer. An Affidavit along with challan shall be submitted by the Service Provider/Contractor for depositing the Service Tax in the Specific Contract and not availing the CENVAT, while submitting the Service Tax. CMPDI, in turn will claim the CENVAT Credit.

In case of any default / delay in payment of Service Tax, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the consultant / Service Provider will be entertained by CMPDI.

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

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 not 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.

1.6.9 If number of bids received online is found to be less than three on the Bid submission End Date, then the following critical dates of the tender will be automatically extended initially for a period of two days, through corrigendum to be issued before bid opening. If the number of bids still remains less than three then the following critical dates will be further extended for another five days:

- i) Bid Submission End Date
- ii) Bid Opening Date

In this extended period any new Bidder can submit his tender online. However, the existing Bidder(s) will be allowed to modify their submission as per provision of Clause 1.9. If any of the above extended dates falls on a Holiday, i.e. a non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day. This extension will be also applicable in case of non-receipt of any bid.

Notes:

1. The validity period of the bid should be decided based on the final Bid Submission end date.
2. The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during tender opening, technical evaluation or further process of evaluation resulting into total number of valid bids becoming less than three.)
3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended Bid Opening date.

1.7 BID OPENING AND EVALUATION

- a) The Bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and Technical Parameter Sheet (TPS) in excel format for technical evaluation.
- b) After receipt of EMD (wherever applicable), Part-I/Cover-I documents shall be decrypted and opened on-line, on the prescheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms &

conditions. The Bidders can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” Link. Thereafter, the Part-I (Cover-I) Bid shall be evaluated based on the information furnished by the Bidders on-line in accordance with Clause 1.5 of NIT (Eligibility Criteria).

- c) The system will generate an auto-response sheet based on the Bidders' value. However, it will be scrutinized by Tender Committee members of CMPDIL based on the uploaded documents. The summary of Tender Committee recommendation of the Techno-Commercial Evaluation will be made available on the portal.

- d) Shortfall Documents:

CMPDIL may ask for shortfall documents during the evaluation of the bids. These documents shall not be related to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, will not be considered by CMPDIL.

These documents may be uploaded within the specified time period of 10 (ten) days. The above documents will be specified on-line under the link '**Upload Shortfall Document**', by the evaluator, normally within 10 days of techno-commercial bid (Cover-I) opening, indicating the start date and end date, giving 10 days' time for online submission by Bidder. The Bidders will get this information on their personalised dashboard under “Upload Shortfall Document / Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidders responsibility to check the updated status / information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder will upload / re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents.

- e) After evaluation of Techno-commercial bid, all the Bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the Bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the Bidder in this regard.
- f) After final technical and commercial evaluation of the bids and the short listing of techno-commercially acceptable Bidders as above, the date and time of opening of Price bid shall be uploaded in the Portal and techno-commercially qualified shortlisted firms shall also be informed through system generated email and SMS alert.
- g) The Price bid of the shortlisted Bidders (technically qualified) will be decrypted and opened on-line on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate. The Bidders may view the Price Bid opening on-line remotely on their personalised dashboard under the link “Bid Opening (Live)” and can see the Price Bid / BOQ submitted by all shortlisted Bidders. Bidders will get the information regarding the status of

their Price Bid and the ranking there-off on the web-site based on price only, quoted by them. However, the final status will be computed on the basis of combined scores of Part-I and Part-II (total marks), which will be uploaded on the system for viewing of bidders.

- h) All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the Bidders who have participated in the bid along with timing and date will also be kept preserved in the system.

1.8 BID VALIDITY

The validity of Bids shall be not less than 120 (One Hundred Twenty) days from the Bid Submission End Date.

1.9 MODIFICATION AND WITHDRAWAL OF BID

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish.

Bidders may withdraw their bids online within the Bid Submission End date. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the Bid Submission End date, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/ Letter of Acceptance (LOA) with the following provisions of penal action:

- The EMD will be forfeited; and
- The Bidder will be debarred for 1 (One) year from participating in tenders in CMPDIL / CIL/Subsidiary.

1.9.1 The Price-bid of all eligible Bidders including the Bidder who wants to withdraw bid will be opened and action will follow as under:

- a) If the Bidder withdrawing his bid is other than H-1, the tender process shall go on.
- b) If the Bidder withdrawing his bid is H-1, then re-tender will be done. Penal action against the Bidder under the clauses above will be enforced from the date of issue of such order.
- c) The Standard Operating Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary shall be as follows:

1.9.2 The Mode of Withdrawal

1.9.2.1 Online Withdrawal of Bids:

- i) The system of online withdrawal is available on the portal up to Bid Submission End Date, where any Bidder can withdraw their bid which will attract no penal action.

- ii) The system of online withdrawal beyond Bid Submission End Date and till award of contract is not available. The Bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

1.9.2.2 Offline Withdrawal of Bids

- i) A partner of Bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of their offer (or express his disassociation from the bidder organization).
- ii) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

1.9.3 Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause 1.9.1 and Clause 1.9.2.2 shall be put up to Tender Committee for deliberation and further course of action. The decision of Tender Committee will be binding on the Bidder.

1.10 NOTES

- a) CMPDI reserves the right to postpone the date of receipt and opening of tender or to cancel the tender without assigning any reason whatsoever.
- b) This e-Tender Notice shall be deemed to be part of the Contract Agreement.
- c) 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.
- d) Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website [<http://www.coalindiatenders.nic.in>] only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

1.11 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 - 110075 e-mail : jharwal@nic.in

SECTION-2

INSTRUCTIONS TO BIDDERS (ITB)

2.1 SCOPE OF BIDDER

- 2.1.1 CMPDI, invites bid for consultancy services for “Formulation of Strategic Business Plan of CMPDI”.
- 2.1.2 The successful Bidder will be expected to complete the work within the 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 fulfil the qualifying/eligibility criteria specified in e-Tender Notice (NIT).
- 2.2.2 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.
- 2.2.3 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder.
- 2.2.4 CMPDI reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.2.5 No sub-letting of the work by the 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 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:

- a) e-Tender Notice,

- b) Instructions to Bidders,
- c) Conditions of Contract,
- d) Scope of Services,
- e) Integrity Pact,
- f) Various Formats,
- g) 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 dates for seeking clarifications will be as specified online. The last date of giving clarification by CMPDI online will be up to 7 (seven) days before the Bid Submission End Date. 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 CURRENCY OF BID AND PAYMENT

The bid prices (consultancy fees) quoted by the Bidder shall be in Indian Rupees. All payments under the contract shall be made in Indian Rupees.

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 has to quote a lump sum amount towards consultancy fees for all elements of scope of services described in SECTION-4.
- 2.10.3 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 bid price will also be inclusive of all taxes (except Service Tax) and duties. All payments by CMPDI shall be subject to applicable Indian Laws including TDS as per Income Tax Act, and Double Taxation Avoidance Agreement (DTAA) Treaty, if any.
- 2.10.5 In case the service provider is located in India (i.e. Indian consultants), the liability to deposit his share of Service Tax will be in the hands of the Service provider. In case the service provider is located outside India (i.e. in case of foreign consultants), liability to deposit Service Tax will be in the hands of CMPDI.
- 2.10.6 Payment of service tax by CMPDI to the Bidder located in India (Indian Consultant) would be made only on the latter submitting a Bill/invoice in accordance with the relevant provisions under Service Tax Act. CENVAT credit is to be availed by paying authority as per rule.
- 2.10.7 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 EMD

- 2.12.1 EMD will be submitted as per Clause 1.3.
- 2.12.2 The EMD of the unsuccessful Bidder shall become refundable. The unsuccessful Bidder for this purpose means the Bidders who have not qualified for opening of Part-II of the Bid and those who have not emerged as H-1 Bidder after opening of Price Bid.

2.12.3 The EMD of successful Bidder shall be refunded after receipt of Performance Security.

2.12.4 The EMD may be forfeited:

- if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; or
- in the case of a successful Bidder, if the Bidder fails, within the specified time limit, to:
 - sign the Agreement; or
 - furnish the required Performance Security Deposit

2.12.5 Additionally, the Bidder will not be allowed to participate in the re-tender. The Employer reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of 12 months.

2.12.6 The EMD deposited with the Employer will not carry any interest.

2.13 DEADLINE FOR SUBMISSION OF BID

2.13.1 Bids shall be submitted on line on the web site [<http://www.coalindiatenders.nic.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 1.6.1 of e-Tender Notice.

2.15 MODIFICATION AND WITHDRAWAL OF BID

2.15.1 Modification and withdrawal of Bid shall be guided by Clause 1.9 of e-Tender Notice.

2.16 BID OPENING

2.16.1 All bids are to be submitted online only at the web-site [<http://www.coalindiatenders.nic.in>].

2.16.2 After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission (Clause 1.6.1 of e-Tender Notice) before scheduled submission, CMPDI will open the Bid in the manner as specified under Clause 1.7 of e-Tender Notice.

2.17 EVALUATION AND COMPARISON OF BIDS

- 2.17.1 The evaluation will be done as deliberated in Clause 1.7 of NIT (Section-1). The Bidders are required to comply with system requirement as Clause 1.6.1 of NIT.
- 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 or in the TPS, CMPDI may, in its sole discretion, exclude the relevant information for the purpose of evaluation of the Bidder.
- 2.17.4 If 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.
- 2.17.5 Evaluation of Bids shall be done under combined quality-cum-cost based system (CQCCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70% while the Price Bid evaluation shall be allotted the weightage of 30%.
- 2.17.6 Break-up of total allotted 70 marks used for Technical bid matrix is given below:

Sl. No.	Criteria description	Maximum Marks allocated	Minimum qualifying marks
A.	WORK EXPERIENCE	36	30
1.	Minimum Work Experience	30	30
	The Bidder must have successfully completed FOUR (04) assignments relating to corporate strategy for business enhancement during the SEVEN (07) years period from 1st January, 2010 to 31st December, 2016. The consultancy fee for each of these successfully completed assignments claimed must be at least INR five (5) Million or USD seventy five (75) thousand or Euro seventy (70) thousand. Out of the above minimum five (05) assignments, the work experiences should satisfy the following conditions: (i) At least two assignments in India of which one assignment shall be for a Public Sector Undertaking (PSU)/ Government organization (ii) At least two assignments outside India of which one assignment shall be related to mineral industry which may include coal;		
2.	Additional Work Experience	6	--
	The Bidder should have successfully completed additional assignments relating to corporate strategy for business enhancement during the SEVEN (07) years period from 1st January, 2010 to 31 st December, 2016. The consultancy fee for each of these successfully completed assignments claimed must be at least INR five (5) Million or USD seventy five (75) thousand or Euro seventy (70) thousand.		

Sl. No.	Criteria description	Maximum Marks allocated	Minimum qualifying marks
a.	Additional assignments carried out in India for PSU entities (one mark for each additional assignment upto a maximum of two assignments)	2	
b.	Additional assignments carried out in India for entities other than PSU (one mark for each additional assignment upto a maximum of two assignments)	2	---
c.	Additional assignments carried out outside India which are related to mineral industry (one mark for each additional assignment upto a maximum of two assignments)	2	---
B.	FINANCIAL TURNOVER	14	10
1.	Minimum Financial turnover	10	10
	The Bidder in their name must have achieved a minimum average annual financial turnover of INR one (01) billion or USD fifteen (15) million or Euro fourteen (14) million from consultancy services offered during the past three (03) consecutive financial years.		
2.	Additional Financial turnover	4	---
	For average annual financial turnover of the bidder in excess of INR 2.5 billion or USD 37.5 million or Euro 35 million from consultancy services offered during the past three (03) consecutive financial years, additional marks will be awarded as hereunder: [Highest point (highest of a, b, c or d) will be awarded as per average annual financial turnover of the Bidder]		
a.	Average annual financial turnover is more than INR 2.5 billion or USD 37.5 million or Euro 35 million.	1	---
b.	Average annual financial turnover is more than NR 5.0 billion or USD 75 million or Euro 70 million	2	---
c.	Average annual financial turnover is more than INR 7.5 billion or USD112.5 million or Euro105 million	3	
d.	Average annual financial turnover is more than INR 10.0 billion or USD150.0 million or Euro140 million	4	---
C.	KEY PERSONNEL STRENGTH	20	20
	(i) The minimum experience & strength of key personnel should be as per Clause 1.5.4		
	Sub-Total (A+B+C)	70	60

2.17.7 The Bidders to “qualify technically” should obtain the minimum qualifying marks against each eligibility criteria as detailed above.

2.17.8 The Price Bid shall be opened only for the Bidders who qualify technically. The following methodology shall be adopted for evaluation of quoted price of Bidders who qualify in the technical bid evaluation.

2.17.9 The minimum quoted price among the ‘technically qualified ’Bidders shall be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest Bidder in Price Bid shall be 30. The following example illustrates the proposed methodology:

Proposal	-	Quoted rate (assumed)	Evaluated marks
A	-	Rs. 12 Million	$30 \times 08 / 12 = 20.00$
B	-	Rs. 10 Million	$30 \times 08 / 10 = 24.00$
C	-	Rs. 08 Million	$30 \times 08 / 08 = 30.00$

2.17.10 The total score of the combined evaluation of Technical and Price Bid shall be equal to evaluated marks of Technical Bid evaluation + evaluated marks of Price Bid evaluation.

2.18 AWARD CRITERIA

2.18.1 CMPDI will award the work to the qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. CMPDI shall be sole judge in this regard.

2.18.2 The Bidder, who scores the highest total score (H1 rank) in the combined evaluation shall be considered for Award of Work. In case of a tie, the Bidder with lower "quoted price" shall be considered for award of work. Employer shall be the sole judge in this regard.

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 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 to the successful Bidder as 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 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 After notification of award of the contract, CMPDI will promptly notify the other Bidders that their Bids have been unsuccessful.

2.20 PERFORMANCE SECURITY

The successful Bidder shall submit Performance Security Deposit for the amount equivalent to 10% of the lump sum agreed consultancy fee within fifteen (15) days from the date of issue of Letter of Acceptance towards 'Performance Guarantee'. The Performance Security Deposit may be submitted in the form of

'Bank Guarantee' from any scheduled Indian bank. The validity of the 'Bank Guarantee' shall be up to 90 days beyond the contract period.

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-PAYMENT

2.22.1 All Bills/ Invoices along with relevant supporting documents in the name of "CMPDI Limited" shall be submitted in triplicate to Designated Officer of CMPDI for verification and for payment.

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

2.22.3 Payment to the successful Bidder shall be remitted in electronic mode (e-payment) only through any of the designated bank in India. The successful Bidder will comply by furnishing full particulars of Bank account mandate as per ANNEXURE - A3:Section-5 to which the payments will be routed.

2.22.4 Mode of payment to foreign Bidders shall also be through Electronic Fund Transfer to the Bidder's bank account in India. The Bidders are required to provide Name and address of their bank, Bank Account Number. For this purpose, the foreign Bidder shall undertake necessary formalities including opening of bank account in India.

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. 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 “**Central Mine Planning Design Institute Limited**” or “**CMPDIL**” or “**CMPDI**” or “**Employer**” 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.
- (ii) 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 or a Company or the successors and permitted assignees of such Firm or Company, as the case may be.
- (iii) The word “**Designated Officer**” wherever occurs in the tender document, means General Manager (BD) responsible for supervising and administering the contract.

Designated Officer will be responsible for supervising and administering the contract, certifying payment due to the Consultant, valuing variations to the contract, awarding extension of time and valuing compensation events. Designated Officer may further appoint his representatives or any other competent person and notify the same to the Consultant who is directly responsible for supervising the work being executed, on his behalf under the Delegation of Powers of CMPDI. However, overall responsibility, as far as the contract is concerned will be that of the Designated Officer.
- (iv) A 'Day 'shall mean a day of 24 hours from midnight to midnight.
- (v) “**Contract**” means the Letter of Acceptance by CMPDI and acknowledgement by Consultant/ successful Bidder together with tender documents referred to therein including conditions of contract, scope of work and the formal agreement executed between CMPDI and the Consultant.
- (vi) “**Contract price**” shall mean the total sum (excluding service tax) for which tender is accepted by CMPDI.
- (vii) “**Acceptance of the documents**” shall mean CMPDI’s written acceptance of the documents formulated by the Consultant under the contract.
- (viii) “**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 CMPDI.
- (ix) Words importing singular only shall also include the plural and vice-versa where the context so requires.
- (x) “**Letter of Acceptance**” of the tender shall mean the official notice issued by CMPDI notifying the Bidder that his tender has been accepted and awarded.
- (xi) “**Effective Date of Contract**” means the date of Notification of Award / Letter of Acceptance unless otherwise provided in the Notification of Award issued by CMPDI.
- (xii) “**Final acceptance**” shall mean the Employer written acceptance of the final report performed under this contract after successful completion of work/study.

3.2 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- a) Articles of Agreement
- b) Global Tender Notice
- c) Instructions to Bidders
- d) Letter of Acceptance
- e) Conditions of contract,
- f) Scope of Work
- g) Integrity pact
- h) 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 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 CMPDI or the Designated Officer shall not in any way relieve the successful Bidder of his responsibility to fulfil his obligations under the Contract.

3.3 DURATION OF CONTRACT

The date of completion for the performance of services by the Consultant under the agreement shall be seven (07) months from the Fifteenth (15th) day from the date of issue of Letter of Acceptance (LoA). The Consultant shall be require to perform the services with due diligence and in accordance with the schedule agreed to herein.

3.4 INDEMNITY DAMAGES& INSURANCE

The Consultant shall indemnify and make harmless 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. The indemnity amount will be limited to contract value, subjected to final determination by the competent court.

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 Employer 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 Consultant under this or any other contract with the Employer.

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 equivalent amount retained by CMPDI towards Performance Security. Besides the above, CMPDI may get 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 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 Employer 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 ITS AUTHORIZED AGENT

In case the Consultant's performance is delayed due to any act of omission on the part of CMPDI or its authorized 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 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:

- 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 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 endeavours constantly as may be reasonably required of him to the satisfaction of the Designated Officer.

3.9 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Consultant 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 Consultant 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 Consultant 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

In pursuance of the contract, the Consultant shall be liable to pay all taxes, duties, levies, permit or licence fee, whether local, municipal, provincial or central, lawfully assessed against the Employer or the Consultant, other than service tax.

3.12 PAYMENT SCHEDULE

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

- a) 20% of the Contract Price after submission of the draft report of Phase-I and its presentation at CMPDI.
- b) 20% on submission of the final report of Phase-I & its acceptance by CMPDI.
- c) 30% of the Contract Price after submission of the draft report of Phase-II and its presentation at CMPDI.
- d) 30% on submission of the final report of Phase-II, composite presentation & acceptance of by CMPDI.

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 and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of 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 shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the Bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The Bidder shall disclose Proprietary Information received under the contract to

person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the Consultant, its employees, agents, representatives, successors, heirs and assigns.

The obligations of confidentiality in this Agreement do not apply to information which is in the public domain at the time of disclosure to the Consultant or which later comes into the public domain through no breach of this Agreement by the Consultant.

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 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 CMPDI. If differences still persist, the settlement of the dispute shall be resolve 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 the 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 defence 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 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 Consultant:

- a) 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 CMPDI in a notice in writing; or
- d) Shall offer or give or agree to give any person in the service of 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-bonafide method of competitive tendering.

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

SECTION-4

SCOPE OF SERVICES

4.1 PREAMBLE

CMPDI was originally conceived and proposed in 1972 by a joint study group with Polish experts as a comprehensive planning set-up under one roof for entire Indian mining industry. Subsequently, CMPDI was established on 1st November, 1975.

Over the years after formation of CMPDI, the level of expertise of its planners and engineers was raised through bilateral agreements with foreign institutions of advanced coal mining countries like Giproshakht of erstwhile USSR, KOPEX of Poland and British Mining Consultants of the UK for carrying out joint planning exercises for large opencast and underground projects. In addition to enhancing the level of expertise of CMPDI personnel, significant enhancement of infrastructural facilities was also undertaken by establishing computer and laboratory facilities. All of these measures ensured CMPDI a unique position in the mineral and mining sector as a total solution provider under one roof.

CMPDI has been rendering in-house consultancy services to CIL and its subsidiaries in the areas of coal exploration, mine planning & design, environment engineering, coal beneficiation & utilization, allied engineering services, field services, etc. Similar services are also being provided to 'Other than CIL' clients including those from metal mining sectors. Additionally, CMPDI also renders services to Ministry of Coal and MoP&NG pertaining to non-CIL blocks, CBM and Shale Gas, etc.

However, the following challenges are being perceived by CMPDI:

- Indian coal sector is inching towards greater liberalization. Earlier it was a mainly a public sector domain almost having full control on coal production and distribution. This status is now getting diluted.
- CMPDI's expert manpower is fast depleting, as many of its experienced technical experts are retiring.
- The emergence of small consultancy firms and individual consultants, specially comprising of ex-CIL/CMPDI employees having our know-how and technological proficiency.
- Some international mining consultants have started operating in India. Some companies who have been the customers of CMPDI, have started their own planning wings, and are now providing consulting services to others also as our competitors. Customers can be more demanding if they can find alternative places to get the service. Customers can demand lower

prices, higher quality, unique product specifications, and/or better service in that case.

- Coal is fast being replaced by renewable energy sources like solar, wind etc. If coal mining takes a downtrend, it may lead to shrinkage of consultancy assignments to CMPDI.

In view of the above challenges/ threats, there is a need for a proper study of future market scenario in the coal sector and possible opportunities for CMPDI for foray in other areas. With this view, possible strategies for enhancing quantum of jobs including enhancing the sales through diversification in areas of exploration, mining and allied engineering sectors of other than coal sector, development of alternative sources of coal based energy, diversification in areas of new business opportunities etc., have to be studied. However, the distinctiveness of the organisation is also to be kept preserved for the interest of the coal sector in foreseeable future.

In this context, CMPDI plans to undertake an exercise to create a strategic roadmap & implement the same in order to achieve a sustainable increase in its revenue and profitability.

4.2 SCOPE OF WORK

CMPDI desires to seek consultancy services from for the following scope of work:

4.2.1 Phase-I: Opportunity identification and selection

The scope of work for Phase-I shall include the following:

- Understand targets for growth, profitability, investments and other suitable parameters relevant to CMPDI;
- Understand and map current core competencies of business of CMPDI with respect to market and competitive scenario;
- Conduct the following activities for existing core business of CMPDI, i.e. whole spectrum of services:
 - Assess industry outlook in different scenarios and make perspectives on the demand supply situation, historical / projected growth, competitive scenario, value chain, margin structure, emerging trends, critical success factors, and other relevant business parameters;
 - Assess outlook for CMPDI's position in the existing businesses in terms of scale of business, market share, value chain participation, competitive strength, profitability and other suitable parameters;
 - Assess likely future growth and profitability along with an estimate of investment and resources required;
 - Develop an outlook on relative competitiveness of CMPDI in these businesses; and
 - Based upon the above assessment, recommend businesses where CMPDI should look to focus for future growth / profitability

- In addition to the above, identify opportunities that could be logical extension of CMPDI's strength/ capabilities. For these new/ potential diversification areas, conduct the following activities:
 - Identify list of opportunities based upon suitable framework.
 - Estimate attractiveness of new opportunities from the perspective of demand and supply, competitive intensity, margin structures and pricing under different scenarios of economic outlook and market evolution
 - Specific study on business potential for CMPDI covering new markets - African Countries, Latin American countries, Australia etc.
- New opportunity segment(s) which can potentially help CMPDI to leverage its brand and command premium to be also specifically explored
- Create an integrated view across current and new business opportunities and develop comprehensive list of 15-20 business opportunities
- Use appropriate filters to finalize in consultation with CMPDI a portfolio of 5 to 6 qualified opportunities in new and existing businesses based upon
 - Detailed analysis of shortlisted opportunities covering market segments, size, growth, trends, competitive landscape, profitability and other relevant parameters; and
 - Strategic fit assessment with CMPDI's capabilities.

4.2.2 Phase-II: Strategy and business plan formulation for qualified opportunities

The scope of work shall include the following:

- For the qualified opportunities identified in Phase-1, formulate appropriate strategy to successfully enter / compete in the market:
 - Business strategy to cover all the relevant parameters such as customer / market segments, customer value proposition, key activities / resources to be deployed, nature of alliances / partnership required, revenue model, cost structure etc.; and
 - Identify critical capability gaps and suggest mitigation options
- Suggest a capability acquisition roadmap that will allow CMPDI to compete effectively in the chosen services/ market;
- Prepare a five year business plan (projected balance sheet, profit & loss at the EBITDA level, and cash flow statements) at both opportunity and aggregate level. Create business scenarios to assess impact on business financials; and
- Develop business-wise and function-wise implementation plan detailing the sequence of key activities and business outcomes for the current business operation and the chosen business opportunities.

4.3 DELIVERABLES & TIMELINES

4.3.1 Deliverables of Phase-I

- a) Submission of draft report including the following:

- list of 15-20 options for existing and new businesses areas based upon detailed internal and external analysis;
 - Recommendations on final portfolio of 5 to 6 opportunities
- b) Presentation on the draft report at CMPDI, Ranchi.
- c) Submission of final report incorporating the suggestions/outcomes/ recommendations of CMPDI, including the outlines of the study under Phase-II

Each of the above reports shall be submitted in five (05) hard copies along with soft copy in CD.

4.3.2 Deliverables of Phase-II

- a) Submission of draft report including the following:
- Detailed plan on entry strategy
 - Five year business plan (BS, P&L, cash flow statements along with requisite scenario analysis)
 - Capability acquisition roadmap
 - Report on deployment of underutilized assets / resources in selected product / market opportunities
 - Business-wise Implementation plan
- b) Presentation on the draft report at CMPDI, Ranchi
- c) Submission of final report incorporating the suggestions/outcomes/ recommendations of CMPDI and
- d) composite presentation based on of the reports of Phase-I & II

Each of the above reports shall be submitted in five (05) hard copies along with soft copy in CD.

4.3.3 Timelines

Sl. No.	Milestone Activity	Time
1.	Submission and presentation of draft report of Phase-I	2 months
2.	Submission of final report of Phase-I	within one week from the receipt of comments of CMPDI on draft report of Phase-I
3.	Submission and presentation of draft report of Phase-II	within 2 months from acceptance final report of Phase-I by CMPDI
4.	Submission of final report of Phase-II and composite presentation based on of the reports of Phase-I & II	within one week from the receipt of comments of CMPDI on draft report of Phase-II

The total duration of the assigned work shall as per Clause 3.3.

4.4 WORK EXECUTION METHODOLOGY

CMPDI operates through its headquarters at Ranchi, comprising of several functional division at CMPDI, and seven Regional Institutes as follows:

- a) Regional Institute – I, Asansol, West Bengal;
- b) Regional Institute – II, Dhanbad, Jharkhand;
- c) Regional Institute – III, Ranchi, Jharkhand;
- d) Regional Institute – IV, Nagpur, Maharashtra;
- e) Regional Institute – V, Bilaspur, Chattisgarh;
- f) Regional Institute – VI, Singrauli, Madhya Pradesh; and
- g) Regional Institute – VII, Bhubaneswar, Odisha.

The Consultant shall undertake the business options study and formulate strategic business plan for CMPDI as per the scope of work under Clause 4.2.

1. To undertake the study, the Consultant shall give list of required information/ data about CMPDI well in advance to the Designated Officer.
2. In consultation with the Designated Officer, the Consultant may hold a meeting with Functional Directors & senior officials at CMPDI, Ranchi.
3. To facilitate the study, CMPDI will provide the required data & information related to CMPDI, to the extent possible or available. Certain confidential information may not be made available to the Consultant.
4. The Consultant shall visit departments of CMPDI including the regional institutes and hold discussions for the study.
5. After completion of study and discussions, the Consultant shall submit Draft Report of Phase-I and present the report at CMPDI, Ranchi in consultation with Designated Officer for discussions and detailed deliberations.
6. After incorporating the comments/ suggestions/ recommendations of CMPDI, the Consultant shall further submit a final report of Phase-I. This report shall include the outline of the framework of study under the scope of work of Phase-II.
7. Based on the final report of Phase-I duly accepted by CMPDI, the Consultant shall carry out detailed study for Phase-II and submit draft report for Phase-II.
8. The Consultant shall make a presentation on the draft report for Phase-II at CMPDI, Ranchi for deliberations on the report.
9. After incorporating the comments/ suggestions/ recommendations of CMPDI, the Consultant shall submit a final report of Phase-II and make a composite presentation based on of the reports of Phase-I & II.

4.5 EMPLOYER'S RESPONSIBILITY

1. The Employer shall provide to the Consultant, free access to the different offices including offices of Regional Institutes and other establishments to interact with the officials and other employees of CMPDI.
2. Organizational, financial and all other information related to CMPDI, to the extent possible or available, shall be provided through the Designated Officer.

SECTION-5

ANNEXURES

ANNEXURE - A1: Format of “Letter of Bid”

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

(To be uploaded during submission of bid online)

To,
The General Manager (Business Development)
Business Development Division, CMPDI Limited,
Kanke Road, Ranchi-834031

Sub: Letter of Bid for the work “**Formulation of Strategic Business Plan of CMPDI**”

Ref.: 1. NIT No. :“(to be filled by the Bidder)
2. Tender Id No. : ““(to be filled by the Bidder)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provisions of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, EMD and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDI.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us and CMPDI.

In case this bid is accepted, we agree to furnish Performance Security within 15 days of issue of letter of acceptance and commence the work within 15 days of issue of letter of acceptance. In case of our failure to abide by the said provision CMPDI shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the EMD and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

**ANNEXURE - A2: PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S
(ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED
ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT
OF HIS ELIGIBILITY**

FORMAT OF UNDERTAKING

I/We,, Authorised Representative of
M/S., solemnly declare that:

1. I/We am/are submitting Bid for the workagainst NIT No/Tender ID..... dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of CMPDI.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorise CMPDI to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing Service Tax/ Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Service Tax/ Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

*I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

ANNEXURE - A3: MANDATE FORM FOR ELECTRONIC FUND TRANSFER

To
Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834008

Sub: Authorization for release of payment due from **Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi** through Electronic Fund transfer/ Internet Banking.

Ref: Tender/Enquiry/Letter No. _____ Date _____

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1. **Name of the Party** : _____

2. **Address of the Party** : _____
 City _____ PIN Code _____
 State _____ Country _____
 E- Mail Id _____
 Permanent Account Number _____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS/ CODE	SWIFT		
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book)			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:
 Date:

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.

Banker's Stamp :

Date :

(Signature of the Authorized official from the Banks)

ANNEXURE - A4: NON-BANNING OR DELISTING CERTIFICATE

(To be submitted on the letterhead of the Bidder)

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Bidder with seal of the firm:

ANNEXURE - A5: BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULEDBANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031**

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Consultant]* (hereinafter called to as "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 Intent No.]* and the same having been unequivocally accepted by the Consultant resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the 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 Employer immediately on demand and or, all money payable by the 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 Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the 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.

The Employer 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 Consultant. The Employer 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 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 Employer and the Consultant or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer 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 Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Consultant and notwithstanding any security or other Guarantee that the Employer may have in relation to the Consultant's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

ANNEXURE - A6: PROFORMA FOR EXECUTION OF AGREEMENT

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

This agreement is made on day of between (Name of Company) registered under and having its registered office at (hereinafter called the 'EMPLOYER' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Successful bidder) carrying on business as a registered Company/ Firm registered under..... in the name and style (hereinafter called the 'said Consultant' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Employer invited tenders for the work of "....." and whereas the said Consultant/ Firm submitted tender for the said work and deposited a sum of ₹..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender documents hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Tender Document (Section-1 to Section-5)
 - ii) Bid documents
 - iii) Negotiation letters, if any
 - iv) Letter of Acceptance/Work Order
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by the Employer, the said Consultant shall, subject to the terms & condition contained herein execute and complete the work as described.
- 4) IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Authorised Signatory

Signature

2 Authorised Signatory

Signature

On behalf of M/s.....The Consultant, as one of the constituted attorney, In the presence of –

1. Name _____ Designation

Signature

Address:

Occupation:

Signed by Sri Designation on behalf of CMPDI in presence of -

Signature

1. Name:

Address:

Signature

ANNEXURE - A7: POWER OF ATTORNEY

(Format for the Notarised and Legalised Power of Attorney for Authorized 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 IWE HEREBY AUTHORISE Mr./Mrs.* to act as the Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. issued by CMPDI.

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 Authorized Signatory (Person concerned* to submit the bid):

Signature of the Authorized Signatory:

Attested by :-

Signature

Name & Designation of the official**

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

ANNEXURE - A8: GENERAL INFORMATION ABOUT THE BIDDER

(Ref Clause 1.5.1 of Section-1)

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of the Bidder's entity	
ii)	Country of Origin	
iii)	Legal Status	
iv)	Year of incorporation of the Bidder entity under relevant Act	
v)	Registration Number of the Company (under relevant Act of the country)	
vi)	a) Postal Address of the Registered Office b) Telephone no.(s) c) Fax no(s) d) Web site, e-mail, if any e) Address of Regional / Local Office, if any	
vii)	a) Name of the authorized Representative b) Designation c) Postal address d) Telephone no. e) Fax no(s) f) Web site, e-mail address	
viii)	Permanent Account No.(PAN), if applicable	
ix)	Service Tax Registration number in India, if applicable	
x)	Whether the Bidder is from the country where as a matter of law or official regulations, the commercial relation with India is prohibited	YES/ NO
xi)	Any other information	

(Certified copies, as applicable, to be enclosed)

Date :

Place :

Authorized Signature
Name & Designation

ANNEXURE - A9: PROFORMA FOR INTEGRITY PACT

INTEGRITY PACT

Between

<.....Limited> hereinafter referred to as “The Principal”

and

<.....> hereinafter referred to as “The Bidder / Consultant”

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 Consultant/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/Consultant

- (1) The Bidder/Consultant 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.
 - 4 The Bidder/Consultant 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.
 - 5 The Bidder/Consultant 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.
 - 6 The Bidder/Consultant will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/Consultant 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.
 - 7 The Bidder/Consultant 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.
 - 8 The Bidder/Consultant 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/Consultant 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/Consultant 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/Consultant 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 Consultant 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/Consultant 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/Consultant 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 TI 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/Consultants/Subcontractors

1. The Bidder/Consultant 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, Consultants 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/ Consultants/ 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, Consultant 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 Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant. The Consultant 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/Consultant/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 Consultant. 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 Consultant 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 Consultant 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 / Consultant (Seal, Date, Place)

Witness 1

Witness 2