

Response (s) to the Queries / Suggestions

to

Request for Bid (RFB)

for

Selection of Consultant

for

Providing strategic and implementation management consulting services to assist the Ministry of Coal in the process of setting up Coal Trading Platform/Coal Trading Exchange in the country

Sl. No.	Section of RFB	Clause as per RFB	Queries / Suggestions	Response of Ministry of Coal
1.	1.1.12	25% of the total contract value after award of contract. The Performance Guarantee should be valid for a period of 30 months.	Performance Bank Guarantee (PBG) to be reduced to 5 % / 10%.	As per the RFB document.
2.	Form 5: Performance Bank Guarantee Para 4		<p>Insertion of following in Para 4 of the Form 5 for PBG</p> <p>Provided however the written demand must be accompanied by a copy of the notice sent to the applicant/supplier by the Beneficiary to cure /rectify the default at least 30 (Thirty) days prior to presentation of any demand of its intention to have recourse to the Guarantee, setting out the act or omission of the applicant/supplier, which it asserts constitutes the breach of terms and conditions of the said contract or loss/damage suffered giving rise to the demand...</p>	As per the RFB document.
3.	Form 5: Performance Bank Guarantee Point III	III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee	<p>Point III of Form 5 of PBG may be modified as under:</p> <p>It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.</p>	As per the RFB document.

		will automatically cease.		
4.	2.	2.1 The Ministry of Coal has decided to undertake the process for selection of a Consultant, which will depute a team in accordance with the Terms of this RFB. The bidder, selected in accordance with the provisions of the RFB, shall assist the Ministry of Coal by deploying dedicated professionals in order to provide assistance and coordinate various implementation aspects of the project. The project would be implemented in accordance with the terms and conditions stated in the consultancy agreement to be entered into between the Ministry of Coal and the Consultant (the "Consultancy Agreement").	To share the draft "Consultancy Agreement" with the bidders during the bidding stage itself.	The Consultancy Agreement shall include the terms and the conditions mentioned in the RFB.
5.	3.1 Module I	Assessing the current state of coal sales transaction in Indian Coal Sector including following aspects: - Domestic and imported coal pricing regime (NCI, WPI, auction prices, notified price, global indices).	1. There are multiple global indices that are being utilized by different nations for national and international coal trade/navigation of coal market, hence, whether, consultant is required to do in depth study of 2-3 global indices and their functionalities. 2. Whether Ministry of Coal will provide all relevant information/data for the purpose	1 & 2 - Assigned work has to be completed as per the RFB. Data available with Ministry of Coal will be shared. 3 - Ministry of

			of in-depth study of market. 3. Whether Ministry of Coal will facilitate meetings with different stakeholders.	Coal will facilitate for meetings subject to availability.
6.	3.1 Module II	Facilitate international study visits to two countries, to understand the functioning of exchange and draw specific learnings for India.	1. Role of consultant in “facilitating” the study visits. 2. Whether the study visits shall be of duration of 7-10 days only. 3. More clarity on intended participants in these visits, facilitation activities, time duration and participation of Department personnel. 4. Whether expenses related to international visits of the consultant, official (s) of Ministry of Coal and any other stake holders shall be borne by Ministry of Coal. 5. Whether two countries will be covered in the same travel schedule & details of consultant’s staff required to attend study visits.	Planning for the International study visits would be the exclusive domain of the consultant based on the requirement as per RFB. However, the trip cost for officials other than that of consultant, will be borne by the respective Department / Organization.
7.	3.1 Module III	Identification of various trading hub concepts/models <ul style="list-style-type: none"> - Mapping of possible hub locations - Identify the coal trading points and associated infrastructure requirements - Consultation with relevant stakeholders 	1. Whether consultant shall carry out the primary survey to map all possible hub locations. 2. Whether Ministry of Coal will facilitate meeting with relevant stakeholders. 3. Whether recommendation of a model for coal a coal trading exchange will be based on the market assessment conducted in the Module I & II.	1. As per the RFB document. 2. Ministry of Coal will facilitate for meetings subject to availability. 3. Recommended model may include, but may not be restricted to, the studies /

		<p>to understand the key challenges and enablers for implementation of coal trading Hub /Exchange</p> <ul style="list-style-type: none"> - Recommended model to establish a coal trading hub/exchange for trading of imported coal along with domestic coal and prepare implementable time schedule for establishment of coal trading hub/exchange in the country. 		<p>examination conducted for the Module I & II, and acceptance of the examined facts by the Ministry of Coal.</p>
8.	3.1 Module VI	<p>Onboarding of implementation partners:</p> <ul style="list-style-type: none"> - Assist Client in deployment of IT vendor – support in bid process management (preparation of tender documents, prepare responses to queries received from participants etc.). - Assist in onboarding of various other organisations to create different parts of the ecosystem necessary for starting of the coal 	<p>1. Whether Ministry of Coal will provide basic details like development platform, standard software details including licenses and any other relevant IT infrastructure details to prepare tender document.</p> <p>2. Whether details on the implementation blueprinting with proper roadmap will be provided by Ministry of Coal.</p>	<p>This shall be prepared in consultation with the consultant.</p>

		exchange.		
9.	3.1 Module – III	Recommended model to establish a coal trading hub/exchange for trading of imported coal along with domestic coal and prepare implementable time schedule for establishment of coal trading hub/exchange in the country.	Will trading of imported coal also be allowed in this coal exchange? Will imported coal producers of different countries, importers/ traders of imported coal and buyers of imported coal be allowed to register in this exchange?	As per the RFB document.
10.	3.1 Module – IV	3.1 Legal review for coal exchange establishment (including assessment of general commodity trading laws that may apply). 4. The scope of work from the bidders includes legal inputs as may be required during the course of work such as legal opinion, draft of legal documents etc.	Providing legal inputs by the consultant may be excluded from the scope of work.	All such services as per the RFB will have to be provided by the consultant for which necessary arrangements will have to be made by the consultant.
11.	3.1 Module – V	Undertake sensitization sessions with all relevant industry stakeholders including various Ministries and Departments in the Government, Regulatory Bodies, industry players, consumers, etc. to inform about type of products and functioning of the coal exchange.	Whether the sessions can be: 1. Organized through online webinars/ meetings? 2. If physical meetings are required, how many such meetings need to be organized? 3. Please indicate who is going to bear the cost for such meetings/ workshops? 4. Who is going to provide the venue for such central meetings to take place where all stakeholders participate?	Modalities will be worked out during execution of the contract.
12.	3.1 Module –	All activities of onboarding	1. In case any of the bidders for the	1. As per the RFB

	VI	<p>of implementation partners including but not limited to:</p> <p>Assist Client in deployment of IT vendor – support in bid process management (preparation of tender documents, prepare responses to queries received from participants etc.).</p>	<p>implementation is an audit client of Deloitte, we will notify the client. Client to decide whether there is any conflict to handle current project.</p> <p>2. What is meant by “various other organizations to create different parts of the ecosystem necessary for starting of the coal exchange”.</p> <p>3. Apart from the IT implementation partner, which other organizations need to be onboarded?</p> <p>4. What is the responsibility of the Consultant in that process?</p>	<p>document.</p> <p>2 to 4 - This is a Turnkey project. Tasks mentioned in the modules are part of the study to be conducted by the consultant.</p>
13.	6	<p>Module VI - Onboarding of implementation agency.</p> <p>5 months post completion of Module V.</p>	<p>Timeline for onboarding the System Integrator/ IT implementor may be relaxed.</p>	<p>As per the RFB document.</p>
14.	<p>3.0 Scope of services</p> <p>&</p> <p>4.0 Scope Inclusions</p>	<p>3.1 Legal review for coal exchange establishment (including assessment of general commodity trading laws that may apply).</p> <p>4. The scope of work from the bidders includes legal inputs as may be required during the course of work such as legal opinion, draft of legal documents etc.</p>	<p>1. Since legal firms charges are on hourly basis, and given the long duration of the engagement, please specify the number of person-days expected of the legal firm. This will enable to budget this effort reasonably.</p> <p>2. Whether the legal professionals can be deployed through sub-contracting, outsourcing or Joint business relationship.</p> <p>3. Can the scope of specialists be detailed?</p>	<p>All these services as per the RFB will have to be provided by the consultant for which necessary arrangements will have to be made by the consultant.</p>
15.	3	<p>Scope of Services</p>	<p>1. Whether there is a clear thought around whether a coal exchange will be designed or an online trading solution?</p> <p>2. Clarity on whether the exchange/ trading solution should include a solution for solving the transportation of coal</p>	<p>As per the RFB document.</p>

			<p>between buyers and sellers?</p> <p>3. Will transportation of coal be separately negotiated between buyers or sellers or will there be a price discovery mechanism to derive the transportation costs?</p>	
16.	6.0	<p>6.1 Total duration for the Consultancy shall initially be for a period of 24 months, which can be extended for another period of maximum 24 months. The duration of the Consultancy may be extended at the sole discretion of the Ministry of Coal.</p> <p>6.2. In case the Consultant leaves the assignment at any stage without fulfilling the given targets, the Performance Bank Guarantee submitted by the Consultant shall be forfeited.</p>	<p>1. Extension to be on mutually agreeable conditions by both parties.</p> <p>2. In case of very limited progress/ extraordinary delays due to unforeseen reasons, consultant should be allowed to leave after duration of 24 Months without any forfeiture of Bank Guarantee.</p> <p>3. Include escalation of 20% on the unbilled amount after extension of 24 months.</p> <p>4. For the extension period, i.e., beyond 24 months of planned timeline, man-day rate/ man-month rate may be sought from the bidder as part of this RFB as the scope and efforts required would significantly different compared to the currently defined scope.</p> <p>5. In case of time extension, please clarify on payment terms for services to be given by Consultant for extended time period.</p>	<p>As per the RFB document.</p> <p>Further, this is a Turnkey Project and Conclusion of the assigned work as per contractual terms and conditions shall guide the outcome.</p>
17.	7.	<p>60% of the payment of Module I to Module V shall be made after successful completion of each of the Modules and balance 40% after successful completion of all the Modules. As it is a turnkey nature project, in case the project work is discontinued after</p>	<p>1. In all events, the consultants should be paid for the services rendered. Module wise payment against Draft (60%) & Final (40%) need to be considered.</p> <p>2. 100% of the payment of Module I to Module V may be made after successful completion of each of the Modules.</p> <p>3. To release all the withhold payment for Module I-V after the completion of each respective modules.</p>	<p>Payment mechanism shall be as per the terms of the RFB.</p>

		<p>successful completion of any of the Modules from Module I to Module IV, the final payment of 60% of each completed module shall be payable. The cost indicated in the Financial bid for Module VI & VII should be at least 50% of the total cost.</p>	<p>4. Current payment milestone will unnecessarily increase the bid price and risks of the bidder.</p> <p>5. If the work completed is less than 50%, will the fees not be paid?</p> <p>6. What would happen if it is discontinued in the middle of a module?</p> <p>7. Please clarify if an activity wise or step wise payment structure can be adopted.</p> <p>8. The retained amount of the fee for Module I to V should be released after the completion of Module VI instead of the complete engagement.</p> <p>9. 80% of the payment of Module I to Module V to be made after successful completion of each of the Modules and balance 20% after successful completion of all the Modules.</p>	
18.	7	<p>60% of the payment of Module I to Module V shall be made after successful completion of each of the Modules and balance 40% after successful completion of all the Modules. As it is a turnkey nature project, in case the project work is discontinued after successful completion of any of the Modules from Module I to Module IV, the final payment of 60% of each completed module shall be payable. The cost indicated in the Financial bid for Module VI & VII should be</p>	<p>Kindly clarify successful completion milestone for each Module.</p>	<p>Completion report submitted by the consultant for each module has to be accepted by the Competent Authority in the Ministry of Coal.</p>

		at least 50% of the total cost.		
19.	7.	In case, any domestic travel is required for undertaking the task at the specific request of Ministry of Coal like attending any meeting outside Delhi etc, the Consultant shall submit a visit plan and take prior approval from Ministry of Coal. The cost will include economy class air travel and per-diem stay expenses and will be reimbursed to the consultant as per the entitlement of Group-B Central Government Officers.	Share the circular/ policy of the entitlement of Group-B Central Government Officers for air travel & stay expenses.	As per Department of Expenditure, Ministry of Finance O.M No. 19030/1/2017-E.IV dated 13.07.2017, O.M No. 19030/1/2017-E.IV dated 01.02.2018 on Travelling allowance rules and any other instructions issued by the Government from time to time. The aforesaid O.M's are available in the website of Department of Expenditure at https://doe.gov.in/sites/default/files/TA%20English.pdf & https://doe.gov.in/sites/default/files/OM%20dt%2001.02.18%20English.pdf .
20.	7.	Fee Structure	1. Whether the financial quote as per the	As per Clause 15

			<p>format provided at Annexure -3 is exclusive of GST which will be payable additionally by the Client.</p> <p>2. New Clause: The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement.</p> <p>The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an</p>	<p>(b) (iii) of the RFB. Further, the rates quoted are exclusive of the GST.</p>
--	--	--	--	--

			<p>assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.</p>	
21.	9	<p>The Consultant shall work from the office of the Ministry of Coal and the Consultant shall provide such services at the office of the Ministry of Coal without unreasonable delay.</p>	<ol style="list-style-type: none"> 1. Waive the requirement of working from the office of Ministry of Coal except during Module VII phase. 2. Flexibility to work from outside as well as Office of the Ministry of Coal for the Project leader as well as Team leader. 3. Flexibility to work from home or other remote location. 	<p>This may be considered on a specific request to Ministry of Coal, under exceptional circumstances.</p>
22.	10. and 24.d & 24.e	<p>10. All the deliverables shall be compiled, classified and submitted by the Consultant Office in soft form, to the extent possible. The documents comprising the deliverables shall remain the property of Ministry of Coal and shall not be used by the Consultant for any purpose other than that intended under this RFB without the permission of the Ministry of Coal. The Consultancy shall be deemed to be completed</p>	<p>1. Suggested Addition:</p> <p>The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of</p>	<p>As per the RFB document.</p>

		<p>upon completion of Project Duration, unless extended by the Ministry of Coal in accordance with provisions of this RFB.</p> <p>24 (d) All documents and other information provided by the Ministry of Coal before or during the project or submitted by a Bidder to the Ministry of Coal shall remain or become the property of the Ministry of Coal. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential.</p> <p>(e) The Ministry of Coal will not return any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Ministry of Coal in relation to the Consultancy shall be the property of the Ministry of Coal and shall be treated as strictly confidential.</p>	<p>the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract.</p> <p>2. Retain ownership of pre-existing IPRs.</p> <p>3. Consultant is not responsible if the client infringes the IPR by modifying the deliverables submitted.</p>	
23.	24.e	e. The Ministry of Coal will not return any proposal or any information related	Whether the consultant will be obliged to protect Confidential information using the same degree of care as they use to protect	As per the RFB document.

		thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Ministry of Coal in relation to the Consultancy shall be the property of the Ministry of Coal and shall be treated as strictly confidential.	their confidential information of similar nature, and in any event, by using at least reasonable degree of care.	
24.	12. 1 & 17.a	Work order/ Letter of Intent AND Closure letter/ Completion certificate certifying satisfactory completion of work	<p>1. Proof of final payment released duly certified by the Chartered Accountant (CA) should be accepted in lieu of completion certificate.</p> <p>2. Completion certificate from Statutory Auditor or self certification of authorized signatory may be allowed.</p> <p>3. Consider email from clients for specific projects as completion proof (with details such as Ref. No. and date of work order provided separately).</p> <p>4. Consider self certification by the Authorized representative of the bidder (Designated Partner).</p> <p>5. The clause “Work order/ completion certificate should be signed by the Bidder’s client”, may be modified to “<i>Work order/ completion certificate received by e-mail should be signed/ certified by the bidder</i>”.</p>	As per the RFB document.
25.	12.1.f	<p>Parties who have successfully completed at least one similar work(s), as below, during last 10 years.:</p> <p>The Similar Work will be defined as having proven</p>	The current eligibility experience mentioned is very general in nature and is not giving any specific advantage to the consultant who has prior experience in commodity exchanges.	As per the RFB document.

		<p>consulting experience in Energy / Commodities Sector (Oil & Gas/Power/Renewables/Coal/Metals/Minerals/Other Commodities) carrying out of the following projects: Consulting assignments completed by the company for Government(s)/Regulator(s)/Committees constituted by Governments(s)/Regulator(s)</p> <p>Or</p> <p>Setting up a commodity risk management framework/treasury transformation for Energy / Commodities (Oil & Gas/Power/Renewables/Coal/Metals/Minerals/other commodities) trading company in India or abroad</p>		
26.	12.1.d	<p>The applicant should have a minimum turnover of INR 50 crore/ year in each of the last 3 financial years preceding the Bid Due Date.</p>	<ol style="list-style-type: none"> 1. Turnover requirement of at least Rs. 500 Crore in each of the last 3 financial years preceding the Bid Due Date. 2. The Bidder should have a minimum average annual turnover of Rs. 500 crores over the last three audited financial years (i.e., FY 2016-17, FY 2017-18 & FY 2018-19) from Consultancy Services. 3. The Bidder should have a minimum turnover of INR 10 Crore in each of the last 3 financial years or to an extent of 80% of 	As per the RFB document.

			the estimated Project.	
27.	12.1.c	The Bidder should not be currently blacklisted / debarred by the Central Government, any State Government/ UT, a Statutory Authority, or a Public- Sector Undertaking, from participating in any consulting assignment in last three years.	1. Only present status on Blacklisting / debarment to be provided. 2. Declaration can be given on the letter head with authorized signatory.	As per the RFB document.
28.	12.1.e	The Applicant signing the bid on behalf of the bidder should submit a Power of Attorney obtained from the bidder.	Considering the present COVID pandemic and limitations to create hard copy for Power of Attorney (PoA) in name of the Authorised signatory, Board resolution may be accepted for the purpose of tender response. The successful bidder may submit PoA before contract is executed.	As per the RFB document.
29.	16.4.5.a	The Bidder, by submitting its Application pursuant to this RFB, shall be deemed to have acknowledged that without prejudice to the Ministry of Coal's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Ministry of Coal as the mutually agreed pre-estimated compensation and damage payable to the Ministry of Coal for, <i>inter alia</i> , the time, cost and effort of the Ministry of Coal in	Request to delete the clause 16.4.5 (a) for forfeiture of bid security if a bidder submits a non-responsive proposal.	As per the RFB document.

		<p>regard to the RFB including the consideration and evaluation of the Bid under the following conditions:-</p> <p>(a) If a Bidder submits a non-responsive Proposal</p>		
30.	16.3.2	The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 4 (four) months of the Consultancy in accordance with the provisions thereof.	<p>1. As per clause 16.3.2, return of Bid Security is post completion of the deliverables assigned for the first 4 (four) months of the Consultancy. However as per the Schedule for selection process, Bid Security shall be returned after submission of Performance Bank Guarantee which is being submitted within 15 days from the Notification of award.</p> <p>2. Specify the timeline (in days) for refund of Bid security.</p>	As per the RFB document.
31.	1.1	INR 5,00,000/- (INR five lakh only) in form of Demand Draft in favour of "PAO, Ministry of Coal" payable at New Delhi. In case of successful bidder, the Bid Security shall be returned only after receipt of the Performance Bank Guarantee.	Online mode of payment of Bid Security should be allowed.	As per the RFB document.
32.	16.3.2	The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 4 (four) months of the Consultancy in accordance with the	If issuance of LoI is delayed, return of Bid Security of unsuccessful bidders may unnecessarily get delayed.	As per the RFB document.

		provisions thereof.		
33.	17.0		Current scoring criteria is general and is not giving any specific advantage to the consultant with relevant prior experience.	As per the RFB document.
34.	17.a.2	Number of consulting assignments completed in management advisory including market risk management framework/ treasury transformation and operations for a company in commodity (Oil & Gas/Power/Coal/Renewable s/other commodities) sector in the last 10 year	<p>1. Risk Management framework- We request you to also allow “infrastructure” sector an eligible sector besides the commodity, as these commodities such as oil, gas, coal etc are typically used in infrastructure sectors. .</p> <p>2. Treasury transformation & operations - We understand that the terminology „Treasury transformation & operations” is being used more in banking/ financial industry and hence the assignments related to banking/financial industry/financial services are eligible under this criteria.</p> <p>3. Please clarify and confirm if the assignments mentioned in 17 a. 1. having a module/part of the assignment fitting into criteria of 17.a.2, then the assignment can be mentioned in both places.</p>	As per the RFB document.
35.	17.a.3	Strength of the Project Leader/Regulatory Expert	<p>1. Role can be handled by a Team Leader having 15-20 years of experience.</p> <p>2. Relaxation in the work experience of Project leader.</p>	As per the RFB document.
36.	17.a.4	Strength of the Team Leader	Relaxation in the experience of Team Leader as well as revisit of the marking.	As per the RFB document.
37.	17 .a.5	Sector Expert	<p>1. Relaxation in the experience of Sector Expert as well as revisit of the marking.</p> <p>2. The experience of the Sector Expert</p>	As per the RFB document.

			should be in the area of market development or regulatory advisory in Coal and not from any other related/ unrelated sectors.	
38.	20	<p>Combined and Final Evaluation</p> <p>a. Bids will finally be ranked according to their combined technical scores (ST) and financial scores (SF) as follows:</p> $S = ST \times Tw + SF \times Fw$ <p>Where, Tw and Fw are weights assigned to Technical Bid and Financial Bid that shall be 0.6 and 0.4 respectively.</p>	Change the weightage of Technical and Financial Bid to 0.7 and 0.3.	As per the RFB document.
39.	17.a.2	Number of consulting assignments completed in management advisory including market risk management framework / treasury transformation and operations for a company in commodity (Oil & Gas/ Power/Coal/ Renewables/ other commodities) sector in the last 10 year.	<p>1. Whether Market risk management framework/ treasury transformation and operation include pricing mechanism, pricing strategy, financial due diligence, risk & return assessment, financial planning, financial management, market research, market assessment, revenue enhancement etc.</p> <p>2. Please describe the credentials or nature of credentials - market risk management framework / treasury transformation and operations.</p>	As per the RFB document.

			3. Will this mean, number of consulting assignments in management advisory & operation for a company in commodity togetherly considered, or any one of them because generally an organization who opts for consulting project cannot became an implementation partner for same project due to conflict of interest?	
40.	17.a.1	No. of consulting assignments completed by the company in the Energy Sector (Oil & Gas/ Power/ Coal/ Renewables / other Commodities) for Government(s)/ Regulator(s)/ Committees constituted by Government(s) / Regulator(s)	1. Credentials with government (Central + State) / PSU should also be allowed. 2. Credentials of leading PSUs should also be allowed.	As per the RFB document.
41.	17.a.6	Methodology/Work plan/Understanding of scope of work and ability to transfer knowledge	Provide breakup of scoring on the criteria 'Methodology/Work Plan/Understanding of scope of work and ability to transfer knowledge'.	As per the RFB document.
42.	17.a	Only those Bidders whose Technical Bids score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (Sr).	Only those Bidders whose Technical Bids, score 80 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score.	As per the RFB document.
43.	17.a.1	No. of consulting assignments completed by the company in the Energy Sector (Oil & Gas/ Power/ Coal/ Renewables/other	1. New Clause – If the bidder is a network of firms or, a network of firms of which some firms are governed by Institute of Charter	As per the RFB document.

		Commodities) for Government(s)/ Regulator(s)/ Committees constituted by Government(s) / Regulator(s) Or in the area of setting up of commodity exchange/ development of energy markets in India or abroad in the last 10 years.	Accountant of India (ICAI) rules, credentials of member firms of the bidder from across the globe and India, shall be admissible. Further, credentials of any firm acquired by the bidder shall also be admissible. The bidder should furnish evidence in support of such acquisition. 2. Kindly clarify, if any additional supporting is needed here to establish bidder's presence across the globe. 3. For Global Credentials, please allow to submit email confirmation from the partner responsible for the credential.	
44.			1. Request to add following clause regarding limited liability: The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise. 2. Indemnity clause no. 23 be deleted. 3. To limit consultant's liability to 1X of the total contract value.	As per the RFB document.

			4. Liability of the consultant to be limited.	
45.	25.2	<p>Conflict of interest: Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and</p> <p>(b) after the termination of this Contact, within five years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Ministry of Coal to the</p>	<p>1. Whether restriction under clause 25.2 (a) is only for the company/associate company working for this particular project and not applicable to other associate/ sub-consultants working in other projects.</p> <p>2. Consultancy services provided to any of the government bodies should not be conflict of interest.</p> <p>3. Whether the five year restriction after the contract expiration or termination shall be valid even in case Ministry of Coal decide to not to go for development of coal trading exchange?</p> <p>4. Restriction on disclosure of proprietary information should be one year.</p> <p>5. Disclosure of Confidential Information may be allowed to the extent that such information is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities by provided prompt written notice to Ministry of Coal.</p> <p>6. Inclusion of new clause:</p> <p>Confidential information does not include any information which</p> <p>(i) is rightfully known to the recipient prior to its disclosure;</p> <p>(ii) is independently developed by the recipient without use of or reliance on confidential information; or</p> <p>(iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or</p>	<p>1, 3, 4, 5, 6, 7 & 8 - As per RFB document.</p> <p>2 - Consultancy services provided to any of the government bodies would be treated as conflict of interest.</p>

		<p>Consultant and its Personnel; any information provided by or relating to the Ministry of Coal, its technology, technical processes, business affairs or finances or any information relating to the Ministry of Coal's employees, officers or other professionals or suppliers, customers, or contractors of the Ministry of Coal; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project ("Confidential Information"), without the prior written consent of the Ministry of Coal.</p>	<p>(iv) which would be required to be disclosed under the (Indian) Right to Information Act.</p> <p>7. Survival period of confidentiality obligations to one year post expiry or termination.</p> <p>8. Restriction on disclosure of proprietary information should be two year.</p>	
46.	25.5.d	<p>There is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Ministry of Coal for this</p>	<p>Amendment in Clause 25.5 (d) by removing '<i>and any subsidiaries or entities controlled by such bidder or having common controlling shareholders</i>'.</p>	<p>As per the RFB document.</p>

		particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment;		
47.	25.2	<p>Conflict of interest: Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and</p> <p>(b) after the termination of this Contact, within five years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any</p>	It may not always be possible to identify any or all indirect or remote conflict of interests. Hence, no conflict confirmations will be subject to the foregoing.	As per the RFB document.

		reports, digests or summaries created or derived from any of the foregoing that is provided by the Ministry of Coal to the Consultant and its Personnel; any information provided by or relating to the Ministry of Coal, its technology, technical processes, business affairs or finances or any information relating to the Ministry of Coal's employees, officers or other professionals or suppliers, customers, or contractors of the Ministry of Coal; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project ("Confidential Information"), without the prior written consent of the Ministry of Coal.		
48.	25.2	Conflict of interest: Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:	Please clarify if we will be providing any advices/implementation plan, then Deloitte will not be able to bid for implementation work?	The Consultancy and actual implementation work in Module-VI are separate. The present RFB is only for the purpose of Consultancy.

		(a) during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order;		
49.	25.5.e	A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;	<p>Clause may be modified as under:</p> <p>A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates in India, will be disqualified from subsequently providing goods or works or services related to the same project.</p>	As per the RFB document.
50.	25.7	In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Ministry of Coal as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Ministry of	<p>Clause may be modified as under:</p> <p>In the event that the Consultant, its Associates in India or affiliates in India are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Ministry of Coal as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest....</p>	As per the RFB document.

		Coal shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.		
51.	25.8.b	The restriction on participation, as mentioned above, shall also be applicable on affiliates or associated companies of the “Consulting Agency/Firm” and on any other agency and its affiliates, which may be appointed by the Central Government, in the event of pre-mature termination of the agreement, for any of the reasons mentioned in the RFB, with the originally appointed consulting agency/firm.	<p>The clause may be modified to –</p> <p>The restriction on participation, as mentioned above, shall also be applicable on affiliates in India or associated companies in India of the “Consulting Agency/Firm” and on any other agency and its affiliates, which may be appointed by the Central Government, in the event of pre-mature termination of the agreement, for any of the reasons mentioned in the RFB, with the originally appointed consulting agency/firm.</p>	As per the RFB document.
52.	25.5.e, 25.6 & 25.8		Can the appointed Consulting Agency or their Sub-consultants or their Personnel or their JV/ consortium with any other party be the implementer (implementation partner) of the Exchange in future, either directly or indirectly?	As per the RFB document.
53.	27.2.1	27.2 The Ministry of Coal, in its sole discretion and without incurring any obligation or liability,	<p>Suggested Addition:</p> <p>‘Project Delay, Suspension or Cancellation: If for any reason (other than Consultant’s</p>	As per the RFB document.

		<p>reserves the right, at any time, to</p> <p>27.2.1 suspend and/or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; :</p>	<p>material breach of the Agreement), the Project is suspended, deferred and/or cancelled, then:</p> <p>all amounts paid to the Consultant until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable; and</p> <p>Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation. Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as Consultant's rights and are liquidated damages.</p>	
54.	27.3	<p>It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Ministry of Coal, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether</p>	<p>Clause 27.3 be deleted.</p>	<p>As per the RFB document.</p>

		actual or contingent, whether present or future.		
55.	28	<p>Termination of Contract:</p> <p>The contract may be terminated in the event that any Party commits a breach of term or condition of this contract ("defaulting Party") not otherwise specified under this contract, the other Party ("Non-Defaulting Party"), shall have the right to terminate this contract after providing the Defaulting party thirty (30) days prior written notice and the breach has not been cured or rectified to the satisfaction of the Non-Defaulting Party within the said period of thirty (30) days.</p>	<p>1. Suggested addition:</p> <p>Consultant will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under this Agreement for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.</p> <p>2. Inclusion of Additional clause –</p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to MOIL if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	As per the RFB document.

56.			<p>Is the proposed Coal Exchange meant for only Spot contract trading, or for Futures contract trading as well? What about forward contracts and options? In addition to domestic coal, is the Exchange supposed to facilitate expansion and development of imported coal markets/volumes as well?</p>	As per the RFB document.
57.			<p>1. Could you please clarify whether current long term coal linkages would also be routed through the proposed Coal Exchange? Will the entire coal currently being sold through e-auctions by CIL & SCCL be routed through the Exchange? Will sale of coal products like washery rejects, middlings, etc also be routed through the Exchange?</p> <p>2. Please define the complete role of an implementation partner.</p> <p>3. Would there be a mandate for allocating minimum % of Coal (volume) to be traded by sellers on the Spot Exchange?</p> <p>4. Would the proposed trading model(s) encompass the provision for introducing coal derivatives trading and coal indices based on the spot platform in the future?</p> <p>5. Would the commercial and regulatory arrangements cover the provision for shifting of long term linkages of Coal to Spot Exchange? How will the streamlining of transportation for handling of coal delivered through spot exchange be managed, especially citing the lack of availability of rail rakes and lifting from sidings issues; and dependency on Indian Railways?</p>	As per the RFB document.

			<p>6. Considering the various coal grades being produced, would there be a provision for setting grades exclusivity parameter for the Exchange, so that there would be market acceptance of standardized contracts based on multiple grades & size variants offered for trading by the Exchange? Is coal beneficiation and washing of coal being planned for by the Govt.?</p> <p>Considering the current physical market practice, wherein buyers have a limited provision for recourse, incase of defective quality (viz. grade slippage) being provided by seller, would there be a Dispute Settlement Mechanism in place to address the same? Also, incase of default by buyer or seller would there be a penalty mechanism incorporated?</p>	
58.	Annexure – 3		<p>1. Format for Financial proposal should have option to provide break up of module wise fees.</p> <p>2. GST is exclusive of the fees to be mentioned in the format.</p>	<p>1. As per the RFB document</p> <p>2. As per Clause 15 (b) (iii) of the RFB. Further, the quoted rate is exclusive of the GST.</p>
59.			<p>New Clauses -</p> <p>1. Anti-Bribery and Anti-Corruption:</p> <p>Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or</p>	As per the RFB document.

			<p>otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the</p>	
--	--	--	--	--

			<p>non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p> <p>2. Economic and Trade Sanctions:</p> <p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify 'Consultant' if any of these circumstances change, upon occurrence of which, 'Consultant' shall have the right to terminate the Agreement immediately in</p>	
--	--	--	--	--

			<p>whole or in part for reasons of the Client's breach.</p> <p>3. Non-Exclusivity: The Client acknowledges that 'Consultant' or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p> <p>4. Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.</p>	
60.			To include COVID-19 and similar pandemic force majeure condition in the RFB.	As per the RFB document.
61.			Indemnities to be subject to final determination by court/arbitrator.	As per the RFB document.
62.			The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary	As per the RFB document.

			<p>or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>b) include any appropriate confidentiality agreement prohibiting disclosure of the</p>	
--	--	--	--	--

			<p>terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
63.			Ministry of Coal to reimburse for any liability (including legal costs) that is incurred by the consultant in connection with any claim by anyone else in relation to the services.	As per the RFB document.
64.			Request to incorporate a deliverable acceptance procedure.	Completion report submitted by the consultant for each module has to be accepted by

				the Competent Authority in the Ministry of Coal.
65.			If the bidding entity is submitting experience/credentials of its Indian subsidiary/ sub-licensee/member of same network of firms in India only, it shall be considered provided a certificate is given by the authorized signatory of the bidding entity clearly mentioning that they would be able to draw resources/ expertise from them as and when required to fulfill the commitments.	Bidder may club its own experience with that of its subsidiary company / associate. Definition of 'subsidiary company' and 'associate' is to be imported from Companies Act, 2013 for this purpose.
66.	15.b.i	All the costs associated with the assignment shall be included in the Financial Bid. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, printing of documents etc.	Cost of paid data base required for successful completion of the assignment to be borne by Ministry of Coal.	As per the RFB document.
67.	5.1	Key Personnel and Reporting	Kindly clarify if all the roles proposed are compulsorily on Bidder's payroll or any of the roles can be sub-contracted.	As per the RFB document.
68.	12.2.a	Bidders are allowed to participate in consortium, with the following conditions: (i) A consortium (the "Bidding Consortium") shall	If we associate with a firm to bid for this assignment, and the nature of association is a Consultant and sub-consultant relationship and not a consortium relationship, please confirm whether that third party firm is conflicted out from	As per the RFB document.

		be considered bidder provided that one of the members of the consortium shall be nominated as being in-charge (the “Lead Consortium Member”) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members. Maximum number of partners in the consortium shall be limited to three.	participating in the bid process for implementation of the power trading platform/ coal exchange.	
--	--	---	---	--