

Date: April 25, 2022

**Queries and Responses**  
**(Bid Number: GEM/2022/B/2058703)**  
**For**  
**Project Management Unit**  
**For**  
**Coal Blocks Operationalization)**

SI No.	Section of RFB	Clause as per RFB	Clarification sought	Response
1	Scope of Work Clause 4.1.	Liaison with various Departments / officers of Central Government and coal bearing State Governments for streamlining of approvals for operationalization of coal mines.	We understand that the PMU consultant have to assist Nominated Authority to follow-up with the respective Government Authorities (Departments / officers of Central Government and coal bearing State Governments) for seeking updates with various for streamlining of approvals for operationalization of coal mines. We understand that the PMU consultant will not have the Authority to directly communicate with the Government Authority. The role of PMU will be limited to assist DGM. Please confirm our understanding and modify the language of the clause as <i>Liaison Coordinate with various Departments /officers of Central Government and</i>	The word liaison may be read as coordination.

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			<p><i>coal bearing State Governments for stream lining of approvals for operationalization of coal mines.</i></p>	
2	Scope of Work Clause 4.1.	<p>Visit and contact the concerned authorities where clearances are pending and facilitate early processing of the applications, if directed by the Authority.</p>	<p>We understand that the PMU members will be required to visit to the office of authorities based on the conformation given by the Nominated Authority. These meetings will be arranged by the Client and the consultant will only visit the Authorities for the Agenda already decided by the Nominated Authority. You would appreciate that the Consultant does not have the Authority to arrange for</p>	<p>As &amp; when, any travel required for undertaking the task, PMU will coordinate with state authority and submit a visit plan and take prior approval from Authority.</p>

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			the visits from the Government Authorities in the Ministries and Coal bearing states. Please confirm our understanding.	
3	Scope of Work Clause 4.2.	Recommend changes to the existing practice of granting statutory approvals	We understand that there is a standard operating procedure which the ministry had already adopted for granting statutory approvals and the PMU shall have to suggest improvement measure based on best industry practices. Please confirm our understanding.	The understanding is correct.

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4	Time and Payment Schedule clause No. 5.2.(ii)	<p>Remaining 70% of the total financial bids submitted will be released on the basis of the achievement of actual clearance(s) obtained. Fee for each clearance = <math>\frac{\text{The 70\% amount of the total financial bids submitted}}{\text{Total Number of clearances mentioned in the RFB}}</math></p>	<p>We understand that the total number of clearances pending is 235 and the 70% of the total financial bid shall be divided by 235 to arrive at Fee payable for each clearance. In case the number of mines is added, and the number of clearances required to be obtained is increased it will not reduce the service fee payable per clearance. Please confirm our understanding.</p>	<p>The fee for each clearance will be decided as per the formula provided. The same rate per clearance will be applicable to the clearances which will be added later on.</p>

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5	Time and Payment Schedule clause No. 5.5.	The monthly payment in respect of additional personnel provided as per the clause 6.4 will be decided as per the average monthly payment made to the existing personnel as per clause 5.2 (i) above.	We propose that the monthly payment in respect of additional personnel provided as per the clause 6.4. shall be a quoted figure rather than decided as per the average monthly payment made to the existing personnel. Also, there is no experience and qualification given for the additional resource at this stage. This will allow us to quote a with clear understanding of the financial payouts to the PMU and shall also reduce the risk in participation resulting better price discovery to Ministry of Coal. This will also help in increasing the transparency in the bidding process.	The monthly payment in respect of additional personnel will be as per the average monthly payment made to the existing personnel. The experience and qualification of additional resources will be decided mutually.

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6	Criteria for Evaluation of Technical Bids	<p><b>Parameter</b> Project Facilitation and experience of undertaking assignments similar to the Scope of Work mentioned in RFB.</p> <p><b>Criteria/ Details</b> 10 marks for each assignment – Max. Marks -40</p>	<p>We understand similar assignment shall means works undertaken for development and operationalization or monitoring of coal block or coal mine. Further, work undertaken for multiple coal blocks under the same work order shall be considered as multiple assignments. Therefore, we understand that assignments related to selection of MDO for operationalization of Coal mines, PMC for such projects, contract administration, due diligence, coal block assessment study will be considered relevant and qualified. Please confirm our understanding.<b>Rationale:</b> Since the state government undertaking / Mining Corporations/State DGM are also appointing Management Consultant cum Transaction Advisor (MCTA) where multiple coal blocks are monitored under the same assignment. Therefore, experience of each coal block is considered.</p>	<p>Similar assignments related to development &amp; operationalization of coal block, selection of MDO for operationalization of Coal mines, PMC for such projects, contract administration will be considered relevant and qualified. However, work under taken for multiple coal blocks under the same work order shall be considered as single assignments.</p>
7	Time and Payment Schedule	<p>5.6 In case the Consultant leaves the assignment at any stage without fulfilling</p>	<p>May please clarify “given targets”. It is submitted that the termination may not be considered an event of default or a breach of</p>	<p>The performance bank guarantee shall be forfeited if the consultant</p>

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		<p>the given targets, the Performance Bank Guarantee submitted by the Consultant shall be forfeited.</p>	<p>agreement. In case the Nominated Authority wishes to retain this provision, it may be modified such that BG amount proportionate to the clearances obtained may be released in case of termination of assignment. Nominated Authority may please consider adding a termination clause as below:  <i>The Client and the Advisor (Selected Bidder) shall have the right to withdraw from the Project and/or terminate the engagement under this Agreement in respect of the Project, with or without cause, by giving 15 days written notice to the other party. In the event of completion/expiry/withdrawal/termination of this Agreement, all the terms and provisions relating to fees, reimbursements and out of pocket expenses, indemnity, limitation of liability, confidentiality, jurisdiction, governing law, termination and representations and warranties made by the Client shall survive such completion/expiry/withdrawal/termination</i></p>	<p>leaves the assignment before the completion of tenure.</p>

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8	Consultancy team – Project Management Team	6.3 Subject Matter Expert- Land - LLB or Bachelor of Law with 5+ years of experience in handling land related issues.	May please confirm that PMU advise on legal matters shall not be considered as legal opinion but only interpretation of regulatory provision.	The advice of the expert will not be considered as legal opinion.
9	Conditions of Eligibility: Qualification criteria	10.1(d) The applicant should have turnover of INR 2 crore/ year in last 3 financial years preceding the Bid Due Date.	May please clarify if last three years are FY22, FY21, FY20 or FY21, FY20, FY19. As FY22 has concluded only recently, the financials may not be available.	For the purpose of the last three financial years following financial may be considered:  (i) FY 21  (ii) FY 20  (iii) FY 19
10	Preparation and submission of Bid	11.4 A copy of the Power of Attorney certified by a notary public in the form specified shall accompany the Bid.	May please clarify if a general power of attorney authorizing the signatory can be submitted. Further, it is requested that a true copy of the same be allowed to be submitted.	General Power of attorney is acceptable.
11	Criteria for Bid Evaluation	16.1 b Approach and Methodology for the Project	Please clarify if the same has to be submitted along with the bid or only at the time of presentation	These documents should be submitted at the time of Presentation



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12	Award of Consultancy	22.2 After acknowledgment of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.	May please share copy of the contract/ agreement so that Bidders have the opportunity of reviewing the contractual clauses before submitting a bid. Alternately, the Selected Bidder may be allowed to seek revision of the Agreement terms before execution.	A copy of the Draft Agreement will be uploaded to the GeM portal and website of the Ministry of Coal.
13	4	There are 235 clearances pending [like EC, FC- I/FC-II, Mining Lease, Land Acquisition, etc.] with regard to 64 coal mines allocated under the provisions of CM (SP) Act, 2015 and MMDR Act. List of clearances is attached at Annexure I.	In case, land is acquired under <b>CBA 1957</b> , Mining lease is also deemed to be granted. In such cases, Whether they will be considered as <b>two separate clearances?</b> Will the success fee payment be done for <b>02 clearances?</b> Please clarify	No, this will be treated as one clearance.
			In case, where <b>land is directly acquired</b> , the phase wise procurement and possession is given throughout the lease period and grant of Land Acquisition may be misinterpreted. Therefore, in such scenario, grant of Land Acquisition should be considered once Allottee secure <b>30% of the total land</b> or <b>Mining Lease is executed</b> . Please clarify.	The land required for achieving PRC and subsequent working of mine for 5 years as per the mine plan will be considered for obtaining clearance.

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			<p>In Annexure 1, Durgapur II Taraimar and Durgapur II Sariya has been considered as single block and 05 clearances are pending. It has been observed that they have separate set of clearances. It is found that <b>5 clearances</b> are pending for <b>Durgapur II Sariya</b> coal block and <b>2 clearances</b> are pending for <b>Durgapur II Taraimar</b> coal block. It is also observed that in <b>Rohne Coal block, FC Stage II permission</b> is still pending however it is <b>marked as granted</b>. Similarly, <b>Mining Lease &amp; Land Acquisition is already granted under CBA 1957 in Baitarni west coal block but has been indicated as pending</b>. It is also observed that <b>EC has already been amended and transferred in Jamkhani coal block and FC-II permission is granted for Tubed coal block but are still pending as per Annexure 1. Please clarify.</b></p>	<p>When the allocatee of coal mine obtained clearances separately for each block then payment will be made for each clearance. However, if the allocatee obtained single clearance for a combined block, payment will be made for the single clearance. The list of clearances provided in the Annexure I may get updated during the process of bid. Payments will be made only for the clearances which will be obtained after the signing of the agreement. However, the calculation of payment of each clearance, the number of clearances will be taken from Annexure I.</p>

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14	4..2	The report on the production and dispatch of coal from coal mines monitored by O/o Nominated Authority.	<p>We request Authority to please clarify that</p> <p>Either daily monitoring and reporting is required only on <b>production and dispatch report</b> of coal from coal mines</p> <p><b>or</b></p> <p>Additionally, resolving challenges and achieving over and above <b>PRC as per Mine Plan</b> will also be in the scope of PMU. For complete production monitoring, the <b>additional resources</b> are required. List of Coal Mines monitored by O/o Nominated Authority is required. Please clarify.</p>	Reporting is required only on production and dispatch. The daily report will be submitted for the producing coal mines allocated under CMN Act, CMSP Act and MMDR Act.
15	5.1	Total duration for the Consultancy shall initially be for a period of two year, which can be extended for another period of <b>maximum 6 months</b> . The duration of the Consultancy may be extended at the mutual consent of both the parties.	Extension period is just for <b>06 months or 12 months</b> or more. Please clarify	The duration of consultancy can be extended for period of Six (06) Months.

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16	5.1 & 5.2	Total duration for the Consultancy shall initially be for a period of <b>two year</b> , which can be extended for another <b>period of maximum 6</b> months. The duration of the Consultancy may be extended at the mutual consent of both the parties.	We request Authority to please clarify that the payment terms & conditions provided in clause 5.2 (for 24 months) will also be the same during extension period or with some increments on fee.	The terms and conditions in the extended period will remain same.
17	NA	<b>NA</b>	We note that there is no express cap on liability under the RFP. Therefore, we humbly submit that in accordance with standard industry practice, the aggregate liability under this RFP and in connection with the services shall be for direct damages and shall, in all circumstances and events, be limited to one time the fees paid. Consultant shall not be liable for any <b>indirect or consequential losses.</b>	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.
18	9.2 to 9.5	<b>9.2</b> The Applicants have to submit two separate envelopes – Envelope-A containing technical proposal and Envelope-B containing financial proposal respectively. <b>9.3</b> After Proposal Due Date, in the first	Requested to please clarify that submission of proposal will be in <b>Hard Copy</b> at the Office of the Nominated Authority, Ministry of Coal, or bidder must submit it <b>online at Gem Portal?</b> In case of online submission, requested	The proposal should be submitted only through GeM Portal. The procedure is already available on the GeM portal.

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		<p>stage, only Envelopes-A of all the applicants containing their technical proposals will be opened and a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared.</p> <p><b>9.4</b> In the second stage, Envelopes-B containing Financial Bid of only Technically Qualified Applicants shall be opened and financial evaluation will be carried out.</p> <p>9.5 The bidder shall keep both the envelopes in a single envelope duly sealed and initialed by the authorized representative of the bidder and submit the same to the following address: -  Office of the Nominated Authority,  Ministry of Coal, R.No.120, F-Wing,  Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001.</p>	<p>please to share the uploading procedure of Envelop A and Envelop B at Gem Portal.</p>	