



उ.प्र.लघु उद्योग निगम लि.

(उत्तर प्रदेश सरकार का उपक्रम)

110, औद्योगिक आस्थान, फजलगंज, कानपुर-208 012

फोन: 0512-2241622, 2236642, फैक्स: 0512-2213974

ई-निविदा सूचना तिथि :

27.11.2020

प्रिबिड मीटिंग तिथि :

03.12.2020

ई-निविदा खुलने की तिथि :

07.12.2020

≈ ई-निविदा सूचना ≈

उ.प्र. लघु उद्योग निगम द्वारा कोल समन्वयक की नियुक्ति किये जाने हेतु ई-निविदायें आमंत्रित की जाती हैं। ई-निविदा दिनांक 06-12-2020 को सांय 6:00 बजे तक अपलोड की जा सकती हैं तथा दिनांक 07-12-2020 को दोपहर 01:00 बजे गठित निविदा समिति के समक्ष ऑनलाइन खोली जायेगी। निविदा का विस्तृत विवरण निगम की वेबसाइट Website : www.upsic.in एवं ई-टेन्डर पोर्टल <https://etender.up.nic.in> पर भी उपलब्ध है।

प्रबन्ध निदेशक

Request for Proposal
(RFP)

for

Appointment of Coal Coordinator

For

UP Small Industries Corporation Ltd.
(UPSIC)

Uttar Pradesh Small Industries Corporation Ltd.(UPSIC)

**NOTICE INVITING TENDER
FOR
APPOINTMENT OF COAL COORDINATOR FOR
UP SMALL INDUSTRIES CORPORATION LTD (UPSIC)**

Uttar Pradesh Small Industries Corporation Limited (UPSIC) invites Technical and Financial Proposals from companies/firms for Appointment of Coal Coordinator for Uttar Pradesh Small Industries Corporation Ltd. (UPSIC).

The document can be downloaded from the website <https://etender.up.nic.in>

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 25,000/- + GST @18% is to be paid only using RTGS in favour of UPSIC Ltd. payable at Kanpur (Bank Name Axis Bank Ltd, Branch- Shastri Nagar, Kanpur, A/c No. 918010036349923, IFSC Code: UTIB0002197).

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Uttar Pradesh Small Industries Corporation Ltd. hereinafter referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

Sr. No.	Particulars	Details
1.	RFP No.	
2.	RFP/ Tender Availability (online)	28.11.2020 after 15.00 HRS
3.	Last date for submission of written queries for clarifications through eMail	06.12.2020 at 1800 HRS
4.	Date of Pre-bid meeting	03.12.2020 at 12.00 HRS
5.	Release of response to clarifications	04.12.2020 at 18.00 HRS
6.	Bid validity period	180 days from the last date (deadline) for submission of proposals
7.	Last date (deadline) for submission of proposal	06.12.2020 at 18.00 HRS
8.	Date of Technical Proposal Opening	07.12.2020 at 13.00 HRS
9.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	To be notified
10.	Letter of Award	To be intimated
11.	Start Date	To be intimated to Selected Bidder
12.	Cost of Tender	INR 25,000 (Rupees Twenty Five Thousands Only)+ GST @18%
13.	Earnest Money Deposit	INR 1,00,00,000 (Rupees one crore only)
14.	Performance Bank Guarantee	INR 300,00,000 (Rupees Three crores only)
15.	Consortium	Allowed. Consortium can have maximum of three members, lead member should have at least 51% stake in the consortium. In case of consortium, the lead member should meet all the "Eligibility Criteria/Requirements" as per section 2.3 of this RFP
16.	Website for Tender Documents	https://etender.up.nic.in
17.	Method of Selection	Technical Qualification followed by L1
18.	Contact person for queries	The Managing Director UPSIC Ltd. 11, Industrial Estate Fazal Ganj, Kanpur-208012 Tel : 2241622, 2234642 Fax : 2213974

Note:

- I. Department (UPSIC) reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.
- II. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

2. Background Information

2.1 Introduction

Uttar Pradesh Small Industries Corporation Ltd (UPSIC) is a public sector undertaking of Government of Uttar Pradesh to promote industrialization and development of small-scale industrial units. UPSIC has been entrusted with the task to ensure the availability of requisite raw material to small industrial units. UPSIC also provide assistance in marketing of the finished products. The main functions of UPSIC include:

- i) Ensure availability of various types of raw material such as iron, steel, alloys/scrap, coal etc to small industrial units.
- ii) Establishment & maintenance of industrial estates.
- iii) Providing marketing assistance to small industries.
- iv) supply of machines on rental basis to small industries.
- v) Supply of imported raw material and machines on specific demand.
- vi) Establishment of industrial estates in underdeveloped areas.
- vii) Establishment of industries under partnership in underdeveloped areas.

UPSIC has been designated as State Nodal Agency for supply of industrial coal to MSME units (of the quantity allocated for Uttar Pradesh which is 40% i.e. 4.56 lakh metric ton) which include brick kilns also. To assist UPSIC in transportation of coal and act as a coal coordinator, UPSIC intends to invite e-bids from interested companies/firms and appoint coal coordinator.

2.2 Objective

The objective of this RFP is to appoint coal coordinator for assisting UPSIC in transportation of coal from CIL to go downs and assist UPSIC in distribution/supply to MSME units. The RFP document provides the scope of work, eligibility criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats.

2.3 Eligibility Criteria/Requirements

Following are the essential qualifying criteria for the firm/company to technically qualify for the assignment:

Requirements	Documentary Evidence (To be submitted on line through eTender website)
The Bidder should be a legally registered entity in India registered under company's act.	In case of firm or company, certified copy of registration (i) In case of partnership-partnership deed and attested copy of certificate by registrar office. (ii) In case of company, attested copies of memorandum of association and article of association of the company.
The bidder/bidder's group (Consortium) should have minimum average annual	As documentary proof, Audited Balance Sheet & Profit & Loss

turnover of Rs.50 crores in last 3 financial years (2016-17, 2017-18 & 2018-19) and total turnover of Min Rs.200 Crore in last 3 years.	statement
The bidder should have net worth of at least Rs.50 crore as on 31.03.2019	As documentary proof, Audited Balance Sheet & Profit & Loss A/c
The bidder must have experience of coal handling/supply/transportation of coal to any of the states/state agencies/organization of central government or company registered under company's act of at least 3.5 lakh ton of coal in any of the last 5 financial years.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client.
The Bidder/bidder's group or any of the Director/Promoters/Joint venture company of bidder/ Consortium member should not have been blacklisted/banned/debarred/ under investigation by any State Government or Central Government entity/ PSUs in the last 5 years	Self-certification. False certification and/ or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by UPSIC
Bidder should have GST registration certificate	GST registration certificate should be part of the e-bid
Joint Venture Agreement *	In case of Consortium/bidder's group the Joint Venture agreement between partners should be submitted stating the stake of each member and roles and responsibility of each member.

*** In the event the Consortium is declared as the selected Bidder and awarded the Project, it shall incorporate a Joint Venture for entering into an agreement with the UPSIC Ltd within 15 days of issue of letter of award and for performing all its obligations as the Authorise in terms of the agreement for the Project. All the partners of Joint Venture shall be jointly and severally liable for the successful completion of work.**

3. Instruction to the Bidders

3.1 General Conditions of Contract

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by UPSIC on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred Bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a. **“Bidder” means any firm or a company or a Joint Venture or a Consortium/bidder’s group who submits proposal in response to this Request for Proposal document.**
- b. “Department” means Uttar Pradesh Small Industries Corporation Ltd. (UPSIC).
- c. “CIL” means Coal India Limited.
- d. “Contract” means the Contract entered into by the parties for providing the services.
- e. “Coal Coordinator” means the successful bidder with whom the contract is signed for providing the services.
- f. “Proposal/Bid” means proposals or bids submitted by Bidders in response to the RFP issued by the Department for appointment of State Coordinator.

3.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, annexures and other information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, indexed. The page numbers must be clearly marked on each page and cross reference be indicated on the index page.
- d. All the proposals should be submitted through www.etender.up.nic.in only.

3.4 Pre-bid Clarifications

3.4.1 Bidders Queries

- a. Department shall invite queries from Bidders. The Bidders will have to ensure that their queries should reach to Department by email (Word File Only) on the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- b. Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- c. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Department' reserves the right to organize, hold or re-schedule the Pre-Bid meeting. Department may decide to arrange a pre-bid meeting based on the queries received and will intimate the concerned bidders whose queries have been received on e-Mail regarding the date of the pre-bid meeting if required.

3.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer will provide timely response to the queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will only be uploaded on the website <https://etender.up.nic.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

3.5 Key Requirements of the Bid

3.5.1 Rights to terminate the process

- a. Department may terminate the RFP process at any time and without assigning any reason. Department make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Department. The Bidders' participation in this process may result Department selecting the Bidder to engage towards execution of the Contract.

3.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <https://etender.up.nic.in>. The RFP document fees will be as mentioned in the factsheet given above.
- b. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.5.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of INR 1,00,00,000 (Rupees one crore only), in the form of a Fixed deposit receipt pledged to the managing director, UPSIC and should be valid for 180 Days from the due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by Department within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

3.5.4 Submission of Responses

- a. Technical Bid (containing)
 - i. EMD, Power of Attorney and Bid Document Fees
 - ii. Cover letter and Eligibility Criteria mentioned in Section 2
 - iii. Technical Proposal
- b. Financial Bid
- c. Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

3.6 Preparation and Submission of Proposal

3.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. Department will in no case be

responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.6.2 Language

The Proposal should be filled by the Bidders in English language. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

All the bids should be submitted online through etender at <https://etender.up.nic.in>. all the documents should be digitally signed by the authorised signatory.

3.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD should be submitted to the UPSIC only after last date of bid submission but before the date of opening of technical bid.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

3.7 Evaluation Process

- a. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the UPSIC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal evaluation committee authorized by Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

3.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

3.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.
- d. Any document submitted after the last date of bid submission or any document submitted apart from www.etender.up.nic will not be considered in any case.

3.9 Proposal Forms

Wherever a specific form is prescribed in the proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

3.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Department on account of failure of the Bidder to know the local laws/ conditions.

3.11 Contacting the Department

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

3.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have valid GST registration certificate.

3.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

3.14 Opening of Proposal

First, The Technical bid will be opened. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Bid
- b. Financial Bid

3.15 Deciding Award of Contract

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will not be opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Department may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA by the successful bidder, Performance Security shall be deposited as specified in this document for signing an Agreement with Department.
- e. Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.

3.16 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.

- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

3.17 Publicity

Any publicity by the Bidder containing the name of Department should be done only with the explicit written permission from Department.

3.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee i.e. 5 crores has to be deposited in the form of Bank Guarantee of any nationalized/scheduled bank in the name of UPSIC Ltd. The performance guarantee shall be valid for the entire contract period. The company/firm shall sign the Agreement with in thirty days from the issue of LoA.

3.18.1 Performance Guarantee

The successful bidder/Company/ firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

3.19 Duration of Contract

The Contract shall be valid for a period of 3 (three) years beginning from the signing of the Agreement/ Contract.

3.20 Terms and Conditions: Applicable Post Award of Contract

3.20.1 Termination Clause

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 60 days is given to the selected Bidder to rectify the breach):
 - i. If the selected Bidder fails to deliver any or all quantities of the Services within the time period specified in the Contract, or any extension thereof granted by Department; or
 - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
 - iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 - iv. If the selected Bidder commits breach of any condition of the Contract
 - v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

3.20.2 Termination for Default

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 60 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

3.20.3 Termination for Insolvency

Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

3.20.4 Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Agency/successful bidder.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

3.20.5 Termination by Department

- a. The Department may, by not less than 60 days written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (60) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;

- ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice.
- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 60 days to the Agency/successful bidder in writing with specific observations and instructions.

3.20.6 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty (60) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
 - ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 60 days of the submission of the last unpaid invoice
 - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 60 days of the Contract termination

3.20.7 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.

- b. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.20.8 Liquidated Damages

- a. In case the successful bidder encounters conditions that are likely to affect the timely delivery of services during the performance of the Contract, they shall promptly notify UPSIC in writing of the fact of the delay, it's likely duration and its cause(s) with justification. As soon as practicable after receipt of the successful bidder notice, UPSIC shall evaluate the situation and may, at its discretion, extend the Successful bidder time for performance with or without liquidated damages.
- b. Except as provided above, a delay by the successful bidder in the performance of its delivery obligations shall render the successful bidder liable to the imposition of liquidated damages pursuant to conditions of Contract, which shall not be more than amount of Performance Security Deposit of the value of contract. In case the maximum penalty limit is reached, the contract is liable for termination.

3.20.9 Dispute Resolution Mechanism

If any dispute of any kind whatsoever shall arise between UPSIC and the Successful Bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute can be resolved as per the Arbitration & Conciliation Act.

3.20.10 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

3.20.11 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department 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 phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined

above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

3.20.12 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award, in which event Department may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

3.20.13 Contract Performance Guarantee

- a. Within 30 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department which shall be 3 crores and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for entire contract period.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations..

3.20.14 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder/its resources in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

3.20.15 Contract administration

- a. Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
 - v. A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis or as desired by the department to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

3.20.16 Right of Monitoring, Inspection and Periodic Audit

The Department reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other firm/company appointed by the Department, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

3.21 Department's Obligations

The Department representative shall interface with the selected bidder/resource, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

3.22 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. Department however reserve the right to review and negotiate the charges payable.

3.23 Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

3.24 Payment Schedule

Payment Terms:-

- a) The payment shall be made against the monthly invoice to be raised by the successful bidder after deducting the penalties.
- b) The payment shall be made subject to deduction of applicable taxes.

3.25 Penalty for shortage

Sr.No	% Shortage on RR weight	Penalty Applicable
1	Above 0% upto 5%	(UPSIC Sale Rate*120%) * Shortage on RR weight
2	Above 5% upto 10%	(UPSIC Sale Rate *140%)* Shortage on RR weight
3	Above 10% upto 30%	(UPSIC Sale Rate *160%)* Shortage on RR weight
4	Above 30% upto 60%	(UPSIC Sale Rate *180%)* Shortage on RR weight
5	Above 60%	(UPSIC Sale Rate *200%)* Shortage on RR weight

3.26 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

3.27 Conflict of interest

The Bidder shall disclose to Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

3.28 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

3.29 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

3.30 “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Department, under or by virtue of or arising out of, the Contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of Department in such form as shall be required by it after the work is finally accepted.

3.31 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected Bidder.

3.32 General

3.32.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

Department will not be under any obligation to the Implementation Agency/Selected Resource except as agreed under the terms of the Contract.

3.32.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Department.

3.32.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Department notifies the Selected Bidder of its release from those obligations.

3.32.4 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

3.32.5 Governing Law

This Contract shall be governed in accordance with the laws of India.

3.32.6 Jurisdiction of Courts

The High Court of India at Allahabad, Uttar Pradesh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

3.32.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

3.32.8 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To
Managing Director
UPSIC Ltd.
110, Industrial Estate
Fazal Ganj, Kanpur-208012
Tel : 2241622, 2234642
Fax : 2213974

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

3.32.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

3.32.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

3.32.11 Taxes

The Bidder shall pay all applicable taxes, if any, imposed on the Services under this Contract.

3.32.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3.33 Fraud and Corrupt Practices

- a. The Bidders, resources provided by the bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after

the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department in relation to any matter concerning the Project;
 - ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
 - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
 - v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4. Scope of Work

The scope of work (can also be termed as expectations of the UPSIC) can be defined as follows:

- i. Coal coordinator will get the approval from Coal India Limited (CIL) for coal racks against the allocation of coal from CIL/Directorate of industries through UPSIC and get the approval from Railway Department for arrangement of racks.
- ii. UPSIC will open the bank guarantee/ letter of credit etc in favour of CIL for which Coal Coordinator will arrange the required fund on this as initial fund of approximately 10 crore and apart from this fund as required from time to time. All the concerned expenses such as margin, interest, commission etc whatever is required will be borne by the selected coordinator. The entire fund to be sent to CIL such as cost of coal etc will be deposited by Coordinator in advance to the UPSIC so that UPSIC may pay to CIL within time.
- iii. Successful bidder/coal coordinator will have to get the fund of INR 10 Crore and bank guarantee etc to be deposited in CIL as per the terms and conditions defined in the fuel supply agreement (FSA) at UPSIC in advance. UPSIC will not provide funding in this business at all.
- iv. Apart from above, Coal Coordinator will deposit all the fund required for handling coal business at UPSIC through beneficiary MSME units.
- v. So, coal coordinator will present the agreement/consent letter and other documents for program of racks in railways after taking consent letter from CIL. After allotment of rack, coal coordinator will ensure loading of good quality of coal. If there is possibility of loading of bad quality coal, coal coordinator, through UPSIC, will carry out activity of cancellation of racks. UPSIC will assist coordinator in this work but the entire responsibility will lie with the coordinator. coordinator will not make any claim in case of bad quality of coal. The Quantity of coal lifted will be considered as per RR weights only.
- vi. Responsibility of quality of coal will be completely with the selected coordinator. For this, selected coordinator will file railway claim through UPSIC. In any situation/case, complete lifting of coal from railway side is not possible, selected coordinator will arrange the unloading and storage from railway, entire expenses from coal siding to storage will be borne by the coordinator. All the related documents/receipts will be made available to UPSIC by the coordinator.
- vii. The selected coordinator has to ensure there is no transit loss in transportation of coal during the transportation and storage at go-downs.
- viii. Whatever wharfage and Demurrage will be taken by railway in case of not lifting within time by the eligible units in the government order of the state, such documents/receipts will be made available by the coordinator to the UPSIC.
- ix. Insurance of the freight and arrangement of security will be ensured by the coordinator in favour of UPSIC. Storage, defined fare/charges, loading/unloading, security arrangement charges etc will be included in rack-wise costing on actual basis as per rules.
- x. In case of coal storage, arrangement of coal from railway siding to storage will be done by the selected coordinator. While selection of transporters, selected coordinator will ensure availability of bills from transporter. These bills will be made available to UPSIC by the selected coordinator.
- xi. Coordinator will make the advance payment for coal and ensure availability of coal bill to UPSIC and receive the RR (railway receipt)/I-bond (identity bond). coordinator will complete all the formalities and pay the prescribed amount in

- GST head as defined by GST office from time to time. Selected coordinator will submit all the documents related to costing at the UPSIC office in advance.
- xii. Actual price of coal which has been paid by Coal coordinator to CIL, actual rail freight charges, road transport charges, GST and applicable profit share and other expenses as per defined policy has to be taken while defining the rack-wise sale rate. It will be the responsibility of coordinator in coordination with Store Manager to provide accounts and original documents along with receipt of entire amount at UPSIC. Coordinator will assist UPSIC in preparation of accounts.
 - xiii. Selected coordinator will have to arrange go-downs/storage for coal across various locations in UP as per the demand. Store manager of UPSIC will verify the the stores used by the coordinator and verify the boundaries. Coordinator will have to submit the ownership document
 - xiv. Coal coordinator will be solely responsible in case he is unable to supply the required quantity of coal against the demand even when coal is allotted except unforeseeable circumstances and natural interruption and he will have to pay the profit share to UPSIC against the allocation of coal otherwise the amount of profit share will be deducted from his security deposit.
 - xv. Store manager will issue the delivery challan/bill etc against the delivery order based on government order/various approved processes.
 - xvi. Store manager will be responsible to issue tax invoice in favour of units based on the rack-wise rates approved by managing director along with price of coal decided by UPSIC Kanpur and prevalent GST. It will be the responsibility of coal coordinator in coordination with store manager to provide daily stock position of all the warehouses/godowns through an online system which has to be provided by coal coordinator.
 - xvii. Coordinator, on monthly basis, will deposit the permissible amount in advance at UPSIC for getting the allocation from CIL so that UPSIC can get the allotment of coal as per the fuel supply agreement (FSA).
 - xviii. Coordinator shall have to lift the coal at least 90% of the defined target against the allocation within defined timelines except unavoidable situations and natural disturbance such as non-receiving of coal from CIL, non-allotment by railway, no demand of coal in the state or any unavoidable situations etc which will be decided by MD, UPSIC. in any case, if coordinator lifts the coal in less quantity than the decided quantity, he will have to deposit the profit share of decided target in advance otherwise balance profit share will be adjusted from the security amount.
 - xix. In case, coordinator doesn't pay the balance payment related to profit share, misuse, etc, UPSIC will have the right to recover the balance from the security amount and under "Arrear of Land Revenue under UP Money Recovery of Dues Act 1972 (amended from time to time)" along with prevalent interest.
 - xx. Income Tax/GST and any other dues/applicable taxes, will be deducted from the accounts of selected coordinator based on defined cost whatever will be applicable as per income tax rules/GST act and whatever will be the certificate of tax deduction, will be prepared by UPSIC and provided to the selected coordinator.
 - xxi. UPSIC will evaluate the functioning/capacity and achievement of decided target on quarterly basis and in case of unsatisfactory performance, MD-UPSIC will be authorized to cancel the contract of the selected bidder. Performance of the selected coordinator shall also be reviewed financial year wise.
 - xxii. The contract will be valid for three years. If UPSIC, in future, is not nodal agency nominated by the state government and fuel supply agreement is not signed with CIL, this agreement will automatically terminate with the selected coordinator

but even after appointment cancellation and completion of defined tenure, agreement will be applicable up to complete accounts transaction of entire business during contract tenure.

- xxiii. Entire process of allocation of received coal to the MSME units will be carried out by the store manager and deputed staff of the UPSIC. Coordinator will neither have any right in any condition in allocation of coal among the MSME units nor coordinator will be part of the allocation process of coal. The Coordinator will only assist store manager and deputed staff of the UPSIC in day to day operations for distribution/supply of coal to MSME units
- xxiv. Various conditions of the contract may be amended based on mutual consent of both parties from time to time.

5. Evaluation & Selection

5.1 Technical Evaluation

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals;

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
 - i. **Preliminary examination of eligibility criteria documents:** The eligibility criteria document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
 - ii. **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-
 - Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.

- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.

S. No.	Technical Proposal Evaluation Parameters	Max. Score	Document required (to be submitted along with bid through e-Tender)
1	Average annual turnover in last 3 financial years. <50 Crore: 0 Marks >50 upto 75 Crore: 10 Marks >above 75 Crore: 15 Marks	15	Audited Balance Sheet & Profit & Loss statement is to be submitted.
2	The bidder should have net worth of at least Rs.50 crore as on 31.03.2019 <50 Crore: 0 Marks >50 up to 100 Crore: 10 Marks >above 100 Crore: 15 Marks	15	Audited Balance Sheet & Profit & Loss statement is to be submitted.
3	The bidder must have experience of coal handling/supply/transportation of coal to any of the states/state agencies/organization of central government or company registered under company's act in any of the last 5 financial years. <ul style="list-style-type: none"> • One project of at least 5 lakh metric ton or more- 30 marks Or • Two project of less than 5 lakh metric ton but more than or equal to 4 lakh metric ton- 14 marks for each project Or • Three projects of less than 4 lakh metric ton but more than or equal to 3.5 lakh metric ton: 9 marks for each project 	30	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client.
4	Number of States where services as coal coordinator are being provided to the State Nominated Agencies (SNA) 1 State = 5 marks 2 States = 10 marks ≥3 States = 15 marks (max)	15	
5	At least 3 year experience of working with Coal India Limited, Indian railways and their subsidiaries towards transportation and movement of coal of at least one metric ton in a year, which will help UPSIC in dealing better with the concerned subsidiaries: Projects Less than 2 Projects = 0 mark ≥ 2 projects and < 3 projects = 5 marks ≥ 3 Projects = < 4 Projects = 10 marks ≥ 4 Projects = 15 marks	15	
6	The bidder must be using Online software for real	10	screenshots and

	time monitoring of stock position at godowns/stores with SMS and eMail notification		working URL with test user id and password to be provided in the bid
	Total	100	

Minimum mark for technical qualification – 70

5.2 Evaluation of Financial Bid

The financial bids of bidders who qualify the qualification criteria's and have scored Technical score of 70 or more, shall be opened for financial evaluation. Even after opening financial bids of such bidders, financial bids found to be not conforming to the financial bid format of the tender document would be rejected.

The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives.

The bidder with lowest financial bid will be consider as L1 and work will be awarded to him.

Annexures

Annexure I: Proposal Covering Letter

Date:

Managing Director
UPSIC Ltd.
11, Industrial Estate
Fazal Ganj, Kanpur-208012
Tel : 2241622, 2234642
Fax : 2213974

Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this Proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies/PSUs.
6. UPSIC may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with EMD and Tender Document Fee.

Yours sincerely,
Signature
Full name of signatory
Designation
Name of the Bidder (firm etc.)

Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: _____

POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement <<Name of the project>> involving the deliverables as per agreement with UPSIC Ltd, vide Request of Proposal (Tender Document) Document dated ____, issued by Managing Director, UPSIC Ltd, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by UPSIC Ltd or any governmental authority, representing us in all matters before UPSIC Ltd and generally dealing with UPSIC Ltd in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)
(Name, Title and Address)

Accept
(Attested signature of Mr. _____)
(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Annexure III: Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of <<Client name & Address>> which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2019 issued by Managing Director , UPSIC Ltd and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Managing Director, UPSIC Ltd as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director , UPSIC Ltd, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs.____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director , UPSIC an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Managing Director , UPSIC, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director , UPSIC is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at _____ hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the UPSIC under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director , UPSIC prior to the Expiry Date shall survive the expiry of this Guarantee till such time

that all the moneys payable under this Guarantee by the Guarantor to Managing Director , UPSIC.

5. In order to give effect to this Guarantee, Managing Director , UPSIC shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director, UPSIC or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director , UPSIC against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director, UPSIC or any indulgence by Managing Director , UPSIC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its
_____and authorized office.

Authorized Signatory _____Bank

Annexure IV - Qualification of the Bidder**a) BIDDER INFORMATION SHEET**

S/N	Particulars	Details	Page No. (for any attachment)
1.	Name of the Entity/ Organization		
2.	Registered office address Telephone/Mobile number Fax number Email		
3.	Correspondence Address		
4.	Details of the Contact Person (name, designation, address) Telephone/Mobile number Fax number Email		
5.	Year and Place of the establishment of the entity/organization		
6.	GST No and GST registration certificate		
7.	Supporting document against tender document fees		
8.	Supporting document against EMD		
9.	Registration No of firm/company		
10.	Net worth certificates as required along with calculation sheet of net worth		
11.	Turn over certificate as required along with calculation sheet of net worth		
12.	experience certificate as required in the RFP		
13.	Organization structure and address of office of the firm/company at other places		
14.	In case of firm or company, registration certificate		
15.	In case of partnership, partnership deed and certificate from registrar office		
16.	in case of company, MoA and AoA		

b) FINANCIAL CAPABILITY

Format for providing Financial Information

S No	Description	Financial Year 2016-2017	Financial Year 2017-18	Financial Year 2018-2019
1.	Overall Turnover			
2.	Total turn over			

(c) EXPERIENCE

SPECIFIC EXPERIENCE IN CONTRACTS OF A SIMILAR NATURE- SHOULD BE SUBMITTED IN MULTIPLES OWING TO MORE THAN ONE PROJECT DESCRIPTION

S. No	Item	Guidelines	Attachment Ref. No. for details
3.	Name of the Project		
4.	Client Details	Name; Contact Person's name and number.	
5.	Relevant Work Area/domain	Please specify the area of work/domain relevant to the requirement of this RFP.	
6.			
7.			
8.			

Annexure V: Financial Proposal Format

Particulars	Rate Column Coordination Charges (% of UPSIC Charges i.e. 5% of the coal rate fixed by CIL)
As per the new coal policy-2007 and coal company contract, the corporation is allowed 5% profit on the basis coal rate fixed by coal india from time to time. The bidder can quote their rates in rate column in the terms of % of UPSIC service charges. The percentage will be counted up to 4 decimals.	___ %
Percentage (in words):	

Terms & Conditions: -

- i) The above quoted fee percentage is inclusive of GST.
- ii) The Coordination Charges agreed would remain fixed for the entire contract period.

All above terms & conditions are agreed upon.