

Request for proposal

Developing cluster value-chain-based economic livelihood development programme, including preparation of Detailed Project Reports (DPRs) and implementation of the selected DPR(s)



Bharat Coking Coal Limited

NIT No: JMP/Livelihood/2025-2026/ 02

Date : 29-09-2025

Request for Proposal for Developing cluster value-chain-based economic livelihood development programme, including preparation of Detailed Project Reports (DPRs) and implementation of the selected DPR(s)

Bharat Coking Coal Limited invites technical and financial proposals from eligible agencies to select Program Implementation Agency for the work “Developing Detailed Project Report(s) for implementation of cluster value-chain-based economic livelihood development programme, to cater to the economic conditions and needs of communities displaced to Belgaria Township, Dhanbad, Jharkhand and implementation of the selected DPR(s)

Sn.	Schedule	Important dates
1	Tender e-publication date	29-09-2025
2	Document download start date	29-09-2025 at 5.00 pm
3	Document download end date	29-10-2025 till 10.00am
4	Pre-Bid Meeting	Link shall be uploaded on BCCL website before the pre-bid meeting and also can be attended physically at Koyla bhawan, BCCL HQ. Dhanbad
	Pre-Bid Meeting Date	07.10.2025 at 12.00 noon
5	Bid submission start date	08.10.2025 from 10.00am
6	Bid submission end date	29-10-2025 till 10.00am
7	Start date for seeking clarification online	29-09-2025 at 5.00 pm
8	Last date for seeking clarification online	05-10-2025 at 6.00pm
9	End date for providing clarification by BCCL online	14-10-2025
10	Date of Opening of Cover-I (technical bid)	30-10-2025 at 10.00am
11	Date of Opening of Cover-II (price bid)	Intimated Later
12	Bid validity period	120 Days (One twenty days) from last date of bid submission
13	Contact Person	General Manager (Jharia Master Plan) Email id: gmjmp.bccl@coalindia.in
14	Website	Documents can be downloaded from <ul style="list-style-type: none"> • http://www.coalindiatende.nic.in • http://www.bcclweb.in • http://eprocure.gov.in
15	Bid submission	<ul style="list-style-type: none"> • http://www.coalindiatenders.nic.in

Disclaimer:

The information contained in this RfP or subsequently provided to the Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in the Bidding Documents and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in making their Bids including financial offers pursuant to this RfP and for no other purpose, and is not intended to form the basis of any decision on part of the Bidder(s) to proceed with the Bid.

This RfP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in the Bidding Documents, and Contract Agreement may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice in relation to the same from appropriate sources.

Information provided in the Bidding Documents to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no responsibility or liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, or be incurred or suffered on account of

anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part thereof or arising in any way from participation in the Bidding Process. Any liability is accordingly expressly disclaimed by the Authority, its Agencys, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of the Authority, its Agencys, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise. Nothing in the Bidding Documents shall be construed as legal, financial or tax advice.

The Authority also accepts no liability of any nature, whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in the Bidding Documents.

By acceptance of this RfP, the Bidders agree that information contained herein supersedes document(s) or earlier information, if any, in relation to the scope of work/ Project. The Bidding Documents and any information herewith will be superseded by any later written information on the same subject made available to the recipient by or on behalf of the Authority.

Each Bidder agrees, understands and accepts that the information contained in the Bidding Documents is subject to change without notice. Further, in no event, may it be assumed that there shall be no deviation or change in any of the information mentioned herein. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.

The issue of the Bidding Documents does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidding Documents have not been filed, registered or approved in any jurisdiction. Recipients of the Bidding Documents resident in jurisdictions outside India should inform themselves of, and observe any applicable legal requirements.

The Authority reserves the right at any time to alter, amend, modify, cancel and recall the RfP or any part of it.

The Authority is not bound to accept any or all the offers. The Authority reserves the right to reject any or all the offers without assigning any reason. The Authority further reserves the right to negotiate with any or all Bidders in relation to their offers. No Bidder shall have any cause of action or claim against The Authority or its officers, employees, agencies, agents, successors or assignees for rejection of its offer.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including the price bid, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with, or relating to, its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

All Bids, including any and all supporting documents submitted therewith, pursuant to the Bidding Documents, once submitted, shall become the property of the Authority. Provided however, any intellectual property rights existing in the information contained in such Bid will remain the property of the Bidder (or other persons, as appropriate) submitting that Bid. Provided further that the Bidder shall have deemed to have licensed and authorised the Authority, its officers, employees, advisers, agencies and agents to copy, adapt, disclose or to use, as the Authority may deem fit, all information and material contained in the Bid for the purposes of the Bidding Process including, without limitation, evaluation of the Bids.

Article I. Letter of Invitation

This Request For Proposal (RFP) is being floated by Bharat Coking Coal Limited for the purpose of Selecting Project Implementation Agency (PIA) to Develop cluster value-chain-based economic livelihood development programme, including preparation of Detailed Project Reports (DPRs) and implementation of the selected DPR(s) to cater to the economic conditions and needs of communities displaced to Belgaria Township, Dhanbad, Jharkhand

The objective of this Request for Proposal (RFP) is to call interested agencies and select competent PIA for efficient implementation of an economic livelihood development programme with a clear understanding of the scope, approach, and valid methodology as per the requirement of BCCL for a period of 3 (three) years

- The PIA may submit their proposal as per the required information in this document.
 - **Location of Project:** In & around Belgaria, Dhanbad
 - **Project Duration:** 36 months/3 years (Thirty six months/three years)
 - **Method of Selection:** Quality and Cost-Based Selection (QCBS) (80:20)
 - **Last date of submission of RfP:** 29-10-2025
1. **Bid submission Mode-** Through Coalindiatenders portal. www.coalindiatenders.nic.in only. The agency shall be selected under the **QCBS criteria method** and procedures described in this RfP.
 2. The RfP includes following documents
 - i. Letter of Invitation
 - ii. Data Sheet (Annexure A)
 - iii. Instructions for submission of proposal
 - iv. Evaluation of Proposal
 - v. Background and Scope of Work
 - vi. Terms and Conditions for Engagement
 - vii. Annexes

The selected agency will deploy the team within 30 days of signing of contract.

Annexure A: Document(s) and Data sheet

1.	Name of Client/Authority- Bharat Coking Coal Limited
2.	Method of selection-QCBS (Quality and Cost based selection)
3	<p>Pre-Qualification, Technical Proposal and Financial Proposal to be uploaded online-Yes</p> <p>The title of Consultancy Service is Developing cluster value-chain-based economic livelihood development programme, including preparation of Detailed Project Reports (DPRs) and implementation of the selected DPR(s)</p>
4	BCCL Representative- General Manager, Jharia Master Plan, BCCL
5	Proposal must remain valid for 120 days after last date of submission indicated in this Data sheet
6	The agency is required to include with its proposal a written confirmation of authorization to sign on behalf of the agency: Yes
7	<p>Bidding Eligibility Criteria – Applicable for pre-qualification</p> <ul style="list-style-type: none"> • Registered under relevant laws of India (except JV or consortium) for last 10 years • Bidder not banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs as on date of publishing of RfP. • Experience of Social Sector consultancy for atleast 3 economic livelihood projects for Government/Quasi Government Bodies/PSU. • Must Be registered under relevant provisions of Income tax Act 1961 and Act and GST Act. • Average annual financial audited turnover of last 3 years (FY 21- FY 24) in Social Sector Consultancy/Implementation agency to be atleast 10 crores • Handled as implementation partner/technical expert agency for • Three similar completed services costing not less than the amount equal to 7 crores <p>OR</p> <p>Two similar completed services costing not less than the amount equal to 9 crores</p> <p>OR</p> <p>one project of minimum 14 crores in last seven years</p> <ul style="list-style-type: none"> • Experience of undertaking implementation assignments in livelihood sector either as implementing agency or a technical

	<p>partner in a project covering at least 2000 beneficiaries in one project. The work should be completed/ongoing in last 7 years with reference to last date of bid submission</p> <ul style="list-style-type: none"> ● Implementing social sector project with Jharkhand as one of the focus states in last three years ● Possessing adequate working capital Rs One crores inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the last date of bid submission.
8.	<p>EMD/Bid security cost</p> <ul style="list-style-type: none"> ● An EMD/Bid security should be deposited with technical Proposal: Yes ● Amount of EMD/Bid security-21,79,400/- ● EMD cost and conditions – Bid security should remain valid for 120 days beyond bid validity period ● MSEs exempted from submitting EMD/Bid security in line with GoI guidelines ● Bid security shall be refunded to the successful bidder upon signing of agreement with GM (JMP), BCCL.
9.	<p>Performance Guarantee/Security</p> <p>a). The validity of performance bid guarantee valid for ninety days beyond the period of contract/extended contract period.</p> <p>b). The amount Performance security/Guarantee should be for an amount of five percent (5%) of the annualized value of the contract as specified in the contract documents</p> <p>a). Performance Security is to be furnished in the prescribed form within 21 (twenty one) days after issuance of the Letter of Acceptance (LOA))</p>
10.	The currency of proposal is Indian Rupee (INR)
11.	Technical Bid Opening Date
12.	Financial Bid opening date: To be intimated later.
13.	Timeline for commencement of project-
	<p>a). Project Commence- Preparation of Detailed project Reports (s) – Within 30 days of signing of agreement</p> <p>b). Technical implementation of the project- Handover of the site or 3 months after approval of selected DPRs whichever is earlier</p>
14.	The proposal may be evaluated on the basis of the information provided by bidders and evaluation will be done as per detailed criteria mention in RfP document

Note:

1. The Bid document will also be available at <http://www.bcclweb.in> for downloading.
2. The agency can submit only one proposal. If agency submits multiple proposals, all such proposals shall be disqualified
3. **User Portal Agreement**

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of Bid document, undertakings and the e- Tendering system through e-tender website address <http://www.coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.
4. Regarding extension of the last date of submission of Bid:
 - i. If the number of bids received online is found to be less than three, then the last date of submission of Bid and Technical Bid Opening date will be extended for a period of Four days. The extension shall work on the basis of the number of bids received only. In case of a holiday/non- working day, the due date of opening will be extended to the next working day.
 - ii. This extension will be also applicable in case of receipt of zero bid.
 - iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
 - v. The validity period of the tender should be decided based on the final end date of submission of bids.
 - vi. The Employer reserves the right to issue corrigendum/addendum, and it shall be binding on part of the Bidders.
5. It is the bidder's responsibility to comply with the system requirement i.e., hardware, software and internet connectivity at the bidder's premises to access the portal. Under any circumstances BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
6. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in the portal only.
7. The Bidders should submit bid for the whole work mentioned in the RfP.
8. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

9. Clarification in RfP Documents

9.1.1 *Clarifications by Bidders*

A prospective bidder requiring any interpretation or clarification of the bidding document may seek clarification online. The Bidder may seek clarifications online within the period specified in the RFRI. The Tender Inviting Authority will clarify as far as possible only relevant queries. The clarifications given by the Tender Inviting Authority will be visible to all the bidders intending to participate in the bid. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents.

9.2 Amendment to Bidding Documents

- 9.2.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder (or pursuant to the Pre-Bid Conference), modify the Bidding Documents by the issuance of any addendum¹.
- 9.2.2 Any addendum thus issued will be uploaded on the portal and will be binding on the Bidders. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date².

10. TAXES

- i. All duties, taxes (excluding GST only) and other levies, octroi, royalty, if any, payable by the bidder under the Contract, or for any other cause as applicable on the last date of submission of bid, has to be included in the Miscellaneous section of the Contract Price
- ii. The payment of GST and GST Compensation Cess by service availer (i.e. BCCL) to bidder/ Agency (if GST payable by bidder/ Agency) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/ Agency.
- iii. If BCCL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to BCCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any bidder/ Agency.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the Agency will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

1. After the pre-bid conference, if any amendments/ modifications are required, the same shall be referred to the CFDs of Bharat Coking Coal Limited for approval.

2. While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7(seven) days shall be provided

Article II. Instructions for Submission of Proposal

Section 2.01 The Method of Submission

The Applicant shall submit his proposal in two covers containing details of Technical Proposal and Financial Proposal, respectively, on the portal.

Pre-Qualification, Technical and Financial Proposal

- 1) Cover 1:
 - a) Pre-Qualification Proposal shall contain the following:
 - i) Covering Letter
 - ii) Documents required as per point 7 of Data sheet
 - iii) Power of attorney (Annexure IV, Format 4)
 - b) Technical Proposal
 - i) Experience and Qualification of involved team (Format 6 of Annexure IV)
 - ii) Approach and Methodology, including presentation (Format 7: Approach and Methodology)
 - iii) All the documents to be submitted in accordance with Technical proposal criterion documents
- 2) Cover 2: Financial Proposal
 - a) While preparing the Financial Proposal, bidders are expected to consider the various requirements and conditions stipulated in this RfP document. The Financial Proposal should be inclusive of GST. Item-wise breakup also needs to be provided for BCCL reference only.
 - b) The format for the Financial Proposal is provided Annexure 4, Format 8

Section 2.02 Submission Instructions

- (a) Agencies are expected to carefully review the contract provisions attached to this RFP document to prepare their proposal.
- (b) The agency shall submit a proposal using the appropriate submission sheets provided in Annexure I to IV. These forms must be completed without altering their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
 - The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.
 - The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions, including General and Special Terms & Conditions of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

Section 2.03 EMD/Bid Security Deposit

1.1.1 A Bidder shall furnish, as part of its Bid, Bid Security of **21,79,400/- (Twenty one lakhs seventy nine thousand and four hundred) (refundable)**. The Bid Security can be deposited online on the e-procurement portal <http://www.coalindiatenders.nic.in> through the following modes:

- (a) Online fund transfer from Designated Banks, or
- (b) NEFT/ RTGS from any scheduled bank, as included under the Second Schedule to the Reserve Bank of India Act, 1934.

Bid Security through NEFT/ RTGS has to be paid strictly as per the challan generated by the respective Bidders on the e-procurement portal <http://www.coalindiatenders.nic.in>

The Bid Security payment through NEFT/ RTGS mode should be made well before the Bid Due Date / Bid submission end date to ensure that the Bid Security amount is received in the account of BCCL before the bid submission.

1.1.2 Bid can only be submitted when the Bid Security is received in the account of the BCCL unless exempted as detailed below.

1.1.3 In case of payment of Bid Security, if the payment is made by the bidder within the last date & time of bid submission but not received in the BCCL bank account within the specified period due to any reason then the bid will not be accepted. However, the Bid Security will be refunded back to the bidder through electronic transfer.

(a) ***The bidders should submit MANDATE FORM for e-Payment as per the format (Annexure 4-Format 5: Earnest Money Deposit (EMD)/Bid Security of 21,79,400/- (Twenty one lakhs seventy nine thousand and four hundred) (refundable). Micro and Small Enterprises (MSEs) are exempted from submitted Bid security/EMD in line with GoI guidelines***

- (i) *The bidder shall furnish, as part of his bid, a EMD/Bid Security of the amount as stipulated in the Data sheet*
- (ii) *Any Bid not accompanied by an acceptable Bid Security shall be summarily rejected by the BCCL as non- responsive.*
- (iii) *The Bid Security of the unsuccessful bidder shall become refundable.*
- (iv) *The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security*
- (v) *The Bid Security of successful bidder may be retained and adjusted with performance security / performance guarantee, at the bidder's option.*
- (vi) *The Bid Security may be forfeited:*
 - a) *if the bidder withdraws the bid after bid opening and during the period of bid validity/ extended validity if any or*
 - b) *in the case of a successful bidder, if the bidder fails within the specified time limit to:*
 - a. *sign the Agreement; or*
 - b. *furnish the required performance security/ performance guarantee.*

Additionally, the bidder will not be allowed to participate in the re-tender. BCCL reserves the right to debar such defaulting bidder/agency from participating in future bids of Coal India Limited and/or its subsidiaries for a minimum period of one year.

The Bid Security deposited with the BCCL will not carry any interest.

(b) Proposal/Bid Validity

- (i) Bid shall remain valid for the period specified in the Data Sheet commencing with the deadline for proposal submission as prescribed by the BCCL.*
- (ii) A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the BCCL.*
- (iii) In exceptional circumstances, before the proposal/bid validity period expires, the BCCL may request the agency to extend the validity period of their proposal. The request and the responses shall be made in writing. The agency may refuse the request. An agency granting the request shall not be required or permitted to modify its proposal.*

Section 2.04 Format and Signing of Proposals

- a. The bid will be digitally signed by the DSC holder submitting the bid online and it does not require any physical signature. However, if the bid bears the physical signature in addition to the digital signature of the DSC holder, it will be accepted without questioning the identity of the person signing the bid.
- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate

(DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

- c. The Bidder will submit their bid online. No off-line bid shall be accepted.
- d. The Bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement of Guidelines for e-Procurement of Works and Services will be a part of NIT/Contract Document.
- e. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria.

Section 2.05 Right to reject any or all Proposals

Notwithstanding anything contained in this RfP, BCCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality, BCCL reserves the right to reject any or all Proposal if:

- (i) at any time, a material misrepresentation is made or discovered, or
- (ii) Applicant does not provide, within the time specified by BCCL, the supplemental information sought by BCCL for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then BCCL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in its sole discretion, including annulment of the Selection Process.

Section 2.06 Modification and withdrawal of bid

- (a) Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.
- (b) Bidders may withdraw their bids online within the end date of bid submission and their Bid Security will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No withdrawal/ modification is allowed after the end date and time of bid submission.

Section 2.07 Proprietary data

- (a) All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not

return any Bid or any information provided along therewith.

(b) The Bidder's Covering Letter and the documents attached thereto shall be considered forming part of the Contract Agreement.

Section 2.08 Correspondence with the Bidder

Save and except as provided in the Bidding Documents, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

Section 2.09 Government regulations & statutory acts

The Agency should execute and deliver such documents as may be needed by BCCL in evidence of compliance of all laws, rules and regulations required for reference. The Agency shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Agency and BCCL shall not be responsible in any manner whatsoever.

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

Section 2.10 SITE VISIT

- The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the mine /project site and its surroundings, existing works, if any, connected to the work, as available, and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the work. The costs of visiting the site shall be at the bidder's own expense.
- It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while submitting his bid.
- The bidder is expected, before submitting his bid, to go through the requirement of team composition, specification and conditions of contract.

Section 2.11 CLARIFICATION OF BIDS

- To assist in the examination, evaluation, and comparison of bids, BCCL may seek any shortfall/ confirmatory documents, if required.
Such requests for documents shall be made online under the link ‘Upload Shortfall / Confirmatory Documents’ after scrutiny of the Bids, indicating the start date and end date giving 24x7 hours duration for online submission by the relevant Bidders.

The relevant Bidders will receive information in relation to such requests on their personalised dashboard under the “Upload Shortfall/ Confirmatory Document/ Information” link. While such information shall also be sent by a system generated email and SMS, it will be the Bidder’s responsibility to check the updated status/ information on their personalised dashboard at least once daily after the opening of the Bid. Such shortfall / confirmatory documents are to be uploaded by the Bidders within the specified time period under the link ‘Upload Shortfall / Confirmatory Documents’.

No further clarifications shall be sought from the Bidders.

The eligibility of the Bidder shall be evaluated based on the documents submitted by the Bidder and the clarification/shortfall/confirmatory document submitted as per above paragraph.

- No document uploaded by the bidder after the closing date and time of submission of bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

Article III. Evaluation of Proposals

Section 3.01 Proposal Evaluation

As part of the evaluation, the Pre-Qualification Proposal submitted shall be scrutinized to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RfP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfP document.

- (a) Evaluation of Technical Proposals:** The Evaluation Committee (EC) shall evaluate the Technical Proposals with reference to the Terms of Reference taking into account the evaluation criteria. In the first stage of evaluation, ie Pre-Qualification stage, a proposal shall be rejected if it is found non-responsive. Only complete proposals satisfying all the criteria shall be further taken up for further evaluation. Evaluation of the technical proposal will be considered initially and the financial bids shall remain unopened, at this stage. The qualification of the Agency and the evaluation criteria for the technical proposal shall be as defined below.
- (i) To assist in the examination, evaluation and comparison of Proposals, the EC may at its discretion, ask the Bidder for clarification of its Proposal, if any. The request for clarification and the response shall be in writing and through portal only and no change in price or substance of the Proposal shall be sought, offered, or permitted.
 - (ii) **Preliminary examination of Technical Proposal:** The EC will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order.
 - (iii) **Evaluation and comparison of technical proposals:** The technical evaluation shall be done by the EC on the basis of the criteria specified.
 - (iv) Only the Bidders who have secured 75% and above in the technical evaluation shall be considered as technically qualified and only their financial bids shall be opened.

Note: Only one file in .pdf format can be uploaded against each supporting document. Any additional/ other relevant documents to support the information/declaration furnished by bidder online may also be attached by the bidder in the same file to be uploaded against respective documents required.

(a) Documents to be uploaded online on the part of pre-Qualification Criteria

S.No	Criteria	Supporting Documents (also indicate page no in signed RfP document)
1.	Bidder not banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs as on date of publishing of RfP.	Scanned copy of undertaking in Annexure IV, Format 2 on letterhead is to be uploaded online along with the bid.
2.	Registered under relevant laws of India (except JV or consortium) for last 10 years	Incorporation certificate
3.	Must Be registered under IT Act and GST act	Copy of PAN, GST Registration Certificate to be uploaded.
4.	Average annual financial audited turnover of last 3 years (FY 21-FY 24) in Social Sector Consultancy/Implementation agency to be atleast 10 crores [Average turnover will be calculated using the simple averaging formula]	Documentary Evidence: <ul style="list-style-type: none"> A certificate from Chartered Accountant bearing UDIN should be uploaded
5.	Possessing adequate working capital of Rs. One crore inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.	Working Capital certificate bearing UDIN and issued by a practicing CA to be uploaded.
6.	Worked or working as Social Sector consultancy for 3 economic livelihood projects for Government/PSU [Social Sector- Social Sector (as per Schedule VII, Companies Act, 2013): The social sector refers to areas aimed at promoting social welfare and sustainable development. As defined under Schedule VII of the Companies Act, 2013, it includes activities related to health, education, poverty alleviation, gender equality, environmental sustainability, rural development, disaster relief, and other socially beneficial initiatives eligible under Corporate Social Responsibility (CSR).]	The Bidder should upload the following documentary evidence: <ul style="list-style-type: none"> Copies of work Order Copies of contract agreement For completed works/projects/jobs: Satisfactory work completion certificate issued by the employer. For ongoing works/ projects/jobs- CA certified expenditure report for ongoing projects awarded where at least 50% value is realized before the Date of Publishing of Bid as “experience”. The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.
7.	Handled or handling as implementation partner/technical expert agency for <ul style="list-style-type: none"> Three similar completed services costing not less than the amount equal to 7 crores OR <ul style="list-style-type: none"> Two similar completed services costing not less than the amount equal to 9 crores 	

	OR	
	iii. one project of minimum 14 crores in last seven years	

8.	Experience of undertaking implementation assignments in the livelihood sector either as implementing agency or a technical partner in projects covering at least 2000 beneficiaries in one project. The work should be issued in the last 7 years with reference to the last date of bid submission.	<p>The Bidder should upload the following documentary evidence:</p> <ul style="list-style-type: none"> • Copies of work Order • Copies of contract agreement • For completed works/projects/jobs: Satisfactory work completion certificate issued by the employer. • For ongoing works/ projects/jobs- CA certified expenditure report for ongoing projects awarded where at least 50% value is realized before the Date of Publishing of Bid as “experience”. <p>The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</p>
9.	Implemented or implementing social sector project with Jharkhand as one of the focus states in last three years	

(b) Technical Evaluation Criteria

(i) Resource Requirement

S No	Role	Number of Resources Required	Academic Qualification & Experience and Role & Responsibilities
1	Team Lead (36 months)	1	<p>Academic Qualification and Experience</p> <ul style="list-style-type: none"> • Post-Graduation in Management/ Rural Development/Social Welfare/Economics/Social Sciences/ Rural Management or any other equivalent degree from a reputed institution. • <i>Language:</i> Good business language skills in English, Hindi, local language

S No	Role	Number of Resources Required	Academic Qualification & Experience and Role & Responsibilities
			<ul style="list-style-type: none"> • <i>Year of experience:</i> Minimum 15 years • Minimum 8 years of working in leadership position handling projects, stakeholders and team management • Experience leading value chain studies, policy studies and similar activities would be considered • Minimum 10 Years of related experience in (Project execution management, bid management, strategy / organization transformation / operating model / business process transformation / digital transformation / change management) • Proficient in handling multiple projects.. • Experience in undertaking skill development initiatives. • Experience in developing enterprises • Minimum of 3 years of working experience in livelihood projects in Jharkhand is required for demonstrating the local understanding of conditions <p>Roles and Responsibilities</p> <ul style="list-style-type: none"> • Overall project management and technical lead for substantive and analytical work • Ensuring the team's successful execution of the deliverables • Overseeing and tracking activities according to the defined scope of work and deadlines • Acting as the main point of contact with the BCCL and other key stakeholders involved in the project. • Liaisoning with various govt. stakeholders for identifying convergence opportunities. • Providing regular progress reports, identifying challenges, and initiating proactive measures

S No	Role	Number of Resources Required	Academic Qualification & Experience and Role & Responsibilities
2	Value chain Consultant (30 months)	2	<p>Academic Qualification and Experience</p> <ul style="list-style-type: none"> • Postgraduate degree in social science/ social work, rural management, rural development, or relevant field from a reputed institution • Language: Good business language skills in English, Hindi, local language • Minimum 5 years of experience • Basic experience in consulting assignment • Should have experience in working on cluster value chains including project implementation /strategy implementation/operating model/social transformation • <i>Specific Professional experience:</i> Minimum 2-3 years of programs, food processing, project management, consulting and implementation. • Preferable experience in undertaking diagnostic studies, preparation, and implementation of business plans of individual micro and small entrepreneurs and microenterprises. • Should have experience in community mobilisation related projects <p>Roles and Responsibilities</p> <ul style="list-style-type: none"> • Develop strong relationships within the community for activities like skill training, capacity building, and business transactions. • Support intervention by implementations of value chain based micro-enterprises, skilling initiatives, conducting diagnostic studies, and preparing DPRs. • Should have experience in undertaking diagnostic studies, preparation and preparation and implementation of business plans of microenterprises. • Facilitate ongoing training and capacity building for target beneficiaries. • To work in coordination with Subject Matter Experts and ensure widespread dissemination of their expert inputs. <p>Experience of working in Jharkhand will be an added advantage</p>

S No	Role	Number of Resources Required	Academic Qualification & Experience and Role & Responsibilities
3	Institutional and Capacity building expert (36 months)	1	<ul style="list-style-type: none"> • <i>Education Qualification:</i> Master's degree in business administration / Business Management / Rural Management / Development Studies /Social Sciences or a related field. • <i>Language:</i> Good business language skills in English, Hindi • <i>Year of experience:</i> Minimum 3 years • <i>Specific Professional experience:</i> Minimum 3 years of consulting experience in promotion of community livelihood programs, value chain intervention, food processing, project management, consulting and implementation. • Experience of working with IDAs or international funding agencies would be a value addition • Designing and Development of knowledge products / training modules • Planning and implementation of training <p>Previous work experience in Jharkhand is preferred</p>
4.	Monitoring and Evaluation expert (30 months)	1	<ul style="list-style-type: none"> • <i>Education Qualification:</i> Master's degree in Economics/ Rural Management Public Policy/ Administration along undergraduate degree in any discipline (including engineering) is preferred. • <i>Language:</i> Good business language skills in English, Hindi • <i>Year of experience:</i> Minimum 3 years • <i>Specific Professional experience:</i> Minimum 3 years of experience in monitoring and evaluation of State Government / Public Sector/ IDAs projects
5	Procurement expert (for 12 months each throughout the Implementation monitoring cycle)	1	<ul style="list-style-type: none"> • <i>Education Qualification:</i> Master's degree in business administration, Business Management, Economics, or bachelor's degree in law • <i>Language:</i> Good business language skills in English, Hindi • <i>Year of experience:</i> Minimum 3 years • <i>Specific Professional experience:</i> He should have worked as legal/procurement expert in at least 2 two similar assignments

S No	Role	Number of Resources Required	Academic Qualification & Experience and Role & Responsibilities
6	Subject Matter Expert (SM E) (for 12 months each throughout the Implementation monitoring cycle)	4	Academic Qualification and Experience <ul style="list-style-type: none"> • At least Graduate or equivalent in the relevant domain specific graduation from a recognized University or Institution • Minimum 12 Years in relevant domain relevant professional work experience • Experience of design, development, rollout, and scaling
7	Cluster Value-chain Coordinators (30 months months)	4	Academic Qualification and Experience <ul style="list-style-type: none"> • Minimum 2 years' experience • Any Graduate • Fluency in local language (Hindi) • Will be responsible for regular coordination for all the interventions implemented under the programme. Roles and Responsibilities <ul style="list-style-type: none"> • Operations and maintenance of the Monitoring dashboard • Analyze key challenges and progress of the work • Report the challenges to respective Manager
8	Support Coordinators (30 months)	4	Academic Qualification and Experience <ul style="list-style-type: none"> • Any graduate • Local resource persons familiar with the local community/ ecosystem and interest/ commitment towards development initiatives Roles and Responsibilities <ul style="list-style-type: none"> • Data collection of beneficiaries from the field level • Report the challenges to respective Cluster coordinators

9	Principal Consultant (for 6 months)	1	<p>Academic Qualification and Experience: Postgraduate/Ph.D. in Rural development/ Management/economics/ Development Studies/Public Policy/Statistics or related field from a reputed institution.</p> <p>Experience:-</p> <ul style="list-style-type: none"> • Minimum 20 years of experience leadership in large scale rural livelihood programs/enterprise management/public policy. • Proven expertise in baseline studies, socio-economic analysis, project design, and institutional architecture. • Experience in developing strategy frameworks, governance models, monitoring systems and risk mitigation plans. • Ability to interface with multiple stakeholders including Governments. <p>Role & Responsibilities:-</p> <ul style="list-style-type: none"> • Lead Baseline survey, diagnostic study phase design, M&E architecture and results frameworks. Guide strategic planning, resource allocation and convergence frameworks. • Provide oversight during project initiation and review milestones.
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- All the resources required under Team Composition must be full-time employee on the bidder's payroll at the time of signing of the project.

(c) **Technical Evaluation Criteria**

S.No	Items	Marking scheme		Maximum Marks	Documentary evidence
1	Experience in Scoping study and DPR preparation/DPR evaluation in livelihood / income generation projects	Minimum 5 DPRs prepared/appraisal of DPRs	5	15	Work order/Letter of award/Work order completion certificate
		6-10 DPRs prepared	10		
		More than 10 DPRs	15		
2	Implementation experience of a similar large scale livelihood project	Minimum 2000 beneficiaries in a single project	3	10	Work order indicating the number of beneficiaries /work order along with the details of beneficiaries/shar eh older certificates in community institutions like FPOs etc considered
		2001-5000 beneficiaries	6		
		More than 5000 beneficiaries	10		
3	Formalization experience (Registration of community institutions into FPO/Cooperative/Federation/Societies/Trust/Producer Organization)	Min 30	3	10	Registration certificates of the promoted community institutions such as FPO/Cooperative /Federation/Societies/Trust/Producer Organization
		31-50	5		
		51-100	10		

4 Team Structure					
Team structure					
4.1	Principal Consultant (1) (leading scoping study) (Minimum 20 years experience)	20 years' experience	6	25	Detailed CV
		20-24 years' experience	8		
		>24 years' experience	10		

4.2	Team Lead(1)	15 yr experience	6		
		15-18 years experience	8		
		>18 yr experience	10		
4.3	Value chain Consultants(2)	5 years experience	3		
		5-10 years experience	4		
		More than 10 years experience	5		
5	Technical expert agency for establishment of end to end value chains including policy, strategy and legal framework and developing partnerships	Experience with Government (state/central) Institutions/PSUs in similar 3 livelihood projects	3	5	Work order indicating the scope of work
		Experience with Government (state/central) Institutions/PSUs in similar more than 3 livelihood projects	5		
6	Approach and Methodology	Understanding of Jharia Master Plan and scope of work	5	35	A&M shall be presented through PPT. It shall be communicated to qualified bidders under Technical criteria after evaluation of technical documents.
		Approach Methodology for implementation of value chains	15		
		Appreciation letter by Government Departments/PSU in last 5 years	5		

		Similar projects with Bytes of beneficiaries	5		
		5 reasons why BCC L should onboard the agency	5		
<p>There will not be any specific weightage for the SMEs but the evaluation <i>committee will consider the credentials of the proposed resources in overall recommendation.</i></p> <p><i>#Expected SME areas include Supply Chain management, Infrastructure specialist, Sector expert Circularity/Sustainability experts</i></p> <p><i>#Bidders are not required to submit profiles of Cluster value chain coordinators and support coordinators. However while deploying them on ground, the experience and academic qualification has to be adhered to.</i></p> <p><i>*The number in the () indicate number of resources required for the position</i></p>					

Section 3.02 Financial Proposal

The EC will recommend opening of the Financial Proposals of only Technically Qualified Bidders, at the time & date as communicated on portal after technical evaluation.

Preliminary examination of Financial Proposal: Each Financial Proposal will be examined by the EC. In case of any errors, the final bid amount in the financial Proposal shall be considered as the final offer from the bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

BCCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the BCCL in respect of such Proposals. However, BCCL reserves the right to seek clarifications or additional information from the applicant during the evaluation process.

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

- (a) **Final Selection:** The final selection of the Agency would be based on QCBS (Quality- Cum Cost Based) Methodology. The technical score would be calculated for each Bidder by the client and all the bidders who get at least 75 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 75 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 80:20. The applicant with the highest weighted score would be awarded the contract.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C (low)}{C} X + \frac{T}{T (high)} (1 - X)$$

Where

C=
Evalua
ted
Bid
price

C(Low)= the lowest of all evaluated bid prices among responsive

bids T= Total Technical Score awarded to the Bid

T (high)- Technical score achieved by the Bid that was scored best among all responsive bids

X= weightage for the price specified i.e .20

Proposals will finally be ranked according to their combined technical and financial scores. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be selected

Section 3.03 Notification of Award

- The notification of award will constitute the formation of the agreement. Upon the successful bidder's furnishing of Performance Bank Guarantee, BCCL will refund the EMD of unsuccessful bidders.
- BCCL will issue a Letter of Acceptance (LoA) in favor of the bidder who has scored the highest combined weighted score in line with the evaluation criteria mentioned in the RfP. A Letter of Acceptance (the "LoA") shall be issued, in duplicate, by BCCL to the selected agency, and the selected agency shall, within 7 (seven) working days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgment

thereof.

Section 3.04 Execution of Agreement

3. After acknowledgment of the LoA as aforesaid by the selected agency, it shall execute the agreement within a period of 30 days from the date of issuance of the LoA. The Authority (BCCL) may at its sole discretion, upon the occurrence of any special circumstances, grant an extension to the time period of [30 (thirty)] days for the purpose of furnishing Performance Security and execution of the Contract Agreement.

Article IV. Background and Scope of Work

Section 4.01 Background:

Bhart Coking Coal Limited (BCCL), a Subsidiary of Coal India Limited (CIL), plan to engage an agency for developing Detailed project report(s) and for the implementation of the selected DPR(s) for a cluster value-chain-based economic livelihood program in Belgaria Township, BCCL, located in Dhanbad district, Jharkhand. Jharia, a critical coal-producing region, plays a vital role in India's energy sector. Jharia Coalfield, with one of the largest coal reserves in India, is a significant contributor to the local economy of Dhanbad.

However, the Jharia coal belt has been plagued by underground fires for nearly a century due to unscientific mining. The region also suffers from subsidence due to fire which has led to vulnerability for nearby communities. In response to these challenges, Bharat Coking Coal Limited (BCCL) has developed a Jharia Master Plan (JMP) to address the harmful effects of subsidence within its leasehold area. It envisions the rehabilitation of approximately 81 JMP sites in phase-1

The families covered under JMP are being rehabilitated to Belgaria township, Baliapur, Dhanbad to ensure their safety and improve their living conditions.

BCCL seeks to offer these families sustainable livelihood opportunities through this economic development program.

Currently 2855 families have been rehabilitated to Belgaria from different JMP locations. A holistic door to door need assessment was done for the rehabilitated population in Belgaria by NSDC, report of which has been attached for reference as Annexure- V. Empowering the disadvantaged and vulnerable individuals is a crucial step towards poverty eradication. This project aims to provide support in the following areas:

- **Entrepreneurial and Economic Self-Employment:** Establishment of market-driven microenterprises and self-employment opportunities, both within and around the project area, aligned with current market demands and opportunities.
- **Partnerships and Convergence Support:** Building strategic partnerships and ensuring alignment with relevant development schemes and services.
- **Institution Building and Capacity Development:** Strengthening institutions (micro-enterprises) and building capacities for long-term, sustainable interventions

Section 4.02 Scope of work

The scope of work for Selected Agency shall include but not limited to:

1. **Rapid Assessment:**

- **Objective:** To understand the current status and needs of beneficiaries in terms of skill development, livelihood, financial inclusion.

1.1 Diagnostic Study

- The agency shall conduct a comprehensive diagnostic study to assess the current conditions of the target region. This includes- Demographics, Socio-economic Profiles, Skill mapping, Livelihoods (current/ aspired), in-depth assessment of current commodities, services, and to identify potential value chains, Institutional and Business Capabilities, etc.
- The diagnostic also involves undertaking a dipstick market assessment to determine viable economic activities in the region and map the value chains relevant to identified economic activities.
- Develop a long-list of community-based enterprise promotion activities, which includes labour-intensive micro-enterprises or Livelihood Hubs that can provide sustainable livelihoods for the rehabilitated community members.
- Submit draft findings of the diagnostic study for initiating the next components

1.2 Detailed value chain assessment

- Shortlist (Identify & select) specific commodities, services, and activities from the long-list generated during the diagnostic study for detailed assessment.
- Conduct a detailed analysis of the selected value chains, evaluating all stages from production, storage, processing, marketing, current and potential source-to-destination flows, marketing requirements, and quality standards, etc.
- Identification of all gaps and bottlenecks within the value chains that require intervention.
- A SWOT analysis to evaluate value chains to be included in individual DPRs.
- Develop a comprehensive operational plan including the sequencing, timeline, and budget for the identified interventions, along with a detailed implementation strategy.
- The agency shall identify the potential risks by assessing both internal and external factors that could impact the development of community enterprises.
- Develop Detailed Business Plans/DPRs for all necessary microenterprises/group enterprises, clearly defining the deliverables at each milestone.
- **Deliverables: Detailed Project Reports covering 2500 people within 6 months**

2 Selection & Implementation for the Value-chains

- The agency shall facilitate the selection of value chains for establishing Livelihood Hubs, targeting 500-700 people. This includes identifying the necessary infrastructure requirements for their establishment.
- The agency shall undertake the development of the structure for the microenterprise or industry hub.
- The agency shall Identify and on-board suitable agencies to provide technology and technical assistance for designing the required infrastructure.
- The agency shall ensure the complete preparation of capital infrastructure for value chain-based microenterprises. This includes assessment of unused/vacant infrastructure, as well as managing operational expenditures for a suitable duration.
- Facilitate and support the new enterprises in meeting all legal and regulatory requirements.
- Business plans must be implemented, commissioned, and operational, with all deliverables met, by the end of 3 years (three years).

2.1 Community and Enterprise Development Strategic Road Map

- The agency shall prepare a comprehensive rollout strategy with timelines, including the roles and responsibilities of all stakeholders involved in mobilizing the implementation of enterprise development.
- The agency shall design the framework to leverage the ecosystem of Self-Help Groups (SHGs) and Cluster Level Federations (CLFs) to ensure smooth continuation of operations.
- The agency shall develop various employment models tailored to specific project requirements.
- The agency shall design an escalation and resolution matrix framework to effectively manage and resolve any issues that arise during the project's lifecycle.

2.2 Implementation & Monitoring

Mobilization & Implementation Monitoring

- The Agency will facilitate the phased operationalization of the selected business plans to establish microenterprises.
- The Agency will facilitate the preparation of Standard Operating Procedures (SOPs) that cover all stakeholders.
- The Agency will facilitate and implement social mobilization initiatives to create community awareness about the livelihood program, its components, and benefits. As well as develop a communication module for all mobilization collateral.
- The Agency will facilitate and support the identification and onboarding of agencies for both social mobilization and business plan implementation.
- The Agency will facilitate the development of RfP/ MoUs/ Agreements/ Notices/ Reports/ Communications/On-Boarding, etc. to support all social mobilization and business plan implementation activities.

Partnerships and Convergence

- Facilitate and support in MoUs/ agreement with Public and Private Business Development Service (BDS) providers related to input, credit, market linkage, technical, etc. The AGENCY shall extend necessary support on identifying and facilitating the convergence with related economic and social benefit schemes offered by Central or State Govt.

Implementation of Training and Capacity Building

- The Agency will facilitate the shortlisting of 500-700 beneficiaries for skill training and capacity building in skills relevant to the identified microenterprises.
- The Agency shall identify and develop training modules based on the skill gaps among the shortlisted candidates and requirements outlined in the business plan.
- The Agency shall identify and onboard suitable training agencies. This includes developing RFPs, MoUs, and agreements.
- The Agency shall monitor and ensure rigorous training for employment within the livelihood hub formed under the project. Additionally, facilitate mentorship to ensure the long-term sustainability of these institutions.

Monitoring & Reporting

- The AGENCY will facilitate Steering Committee Meetings or similar arrangements for taking key project decisions, finalization of the RFPs/MoUs vendor onboarding etc
- The Agency will facilitate and support effective program monitoring by defining and developing key performance indicators (KPIs) and monitoring formats for the department and all other stakeholders.
- Preparation of Inception reports, Monthly Progress Reports, Interim Reports, Annual reports (need-based) and the Project Completion Report

Note: Successful/satisfactory completion of the project is contingent upon, but not limited to, the following conditions:

- **All deliverables achieved as per the approved DPRs**
- **A self-sustaining and established value chain can run without any further handholding support.**

I. Expected Output/Deliverable

Engagement	Scope of Work	Components	Expected Output/Deliverable	Duration
Planning and Implementation Unit(AGENCY)	1.Strategic Roadmap for Value-Chain Development through Community based	Diagnostic study	Comprehensive Diagnostic & Market Assessment Report	
		Detailed value chain assessment	Detailed implementation plan for enterprise	

	enterprise promotion (2500 people)		development for each of the identified commodity / activity	
		Implementation support for the identified Value-chains	Detailed Business Plans, Detail Project Reports, Blueprint or Model Structure Document for proposed microenterprises or industry hubs	
		Community and Enterprise Development Strategic Road Map	Strategic Road Map Document	
	Implementation Monitoring (500-700 people)	Community Mobilization, Training and Infrastructure Development (6 months)	Business Plan Commissioned livelihood hub for value chain based Micro-Enterprise for 500-700 people	30 Months
			Linkage with Public and private BDS convergence with Govt. scheme	
			500-700 beneficiaries will be provided suitable training and linked to the micro enterprise/ livelihood hub	

		Implementation of the value chains as	Includes implementation of value chains, necessary	
		enterprise (3 months)	registration and licenses for operationalization of the center.	
		Stabilization of the enterprise and sustainability (21 months)	All business deliverable as per approved DPR to be achieved. The value chains should be self- sustainable without any handholding support	
		Monitoring & Reporting (Throughout the project)	Monthly Progress Report and MIS development	
Total Duration				36 Months

Section 4.03 Terms of Payment

- All the payment will be made to the bidder in Indian Rupees.
- Remuneration includes payment made against deployment of resources, logistics cost, miscellaneous costs except GST. However, GST will be reimbursed to successful agency after producing proper documentary proofs
- The project is divided into two parts
 - Strategic Roadmap for Value-Chain Development through Community based enterprise promotion (6 months)
 - ***Deliverable- submission of DPRs for 2500 people***
 - Acting as Technical Expert agency for implementation and monitoring of the project (30 months)
- The payment will be subject to following major milestone limits in addition to payment methodology given below.
 - Total aggregate payment will be limited to maximum of 10% of the contract value after completion of first part i.e. Strategic Roadmap for Value-Chain Development through Community based enterprise promotion
 - The balance payment will be limited to a maximum of 60% of the contract value

during completion of the 2nd part i.e. implementation of the project.

- The final tranche payment (Balance 30%) will be released after completion of the project and issue of satisfactory work completion by the company.
- The selected agency will be required to submit the invoice upon completion of the following milestones, post review of the monthly progress with BCCL and after submission of Monthly Progress Reports as per the agreed strategy plan or otherwise as the case may be. The rates would be used as per commercials quoted by the selected agency to arrive at the cost of the assignment under the agreed strategy plan and payments. Post completion of each review under this engagement, BCCL will assess the delivery for approval to the selected agency. The payments under this agreement shall be made month-wise as specified below.

	Project Milestone	Payment Milestone	Deliverables	% of total grant value	
1	Strategic Roadmap for Value-Chain Development through Community based enterprise promotion	Approval of DPR(s) by BCCL	Submission of photographs/ attendance sheets of FGDs/ interviews and Submission of DPRs	10% of the contract value.	
2.	Implementation and Monitoring	Project Duration	Monthly Progress Reports	60% of the total contract value :- Monthly payments in equated payment settlements will be made after the submission and approval of the monthly progress report	
		Successful completion of	Completion report with	Balance payment	

		work as per	agreed	(30%)	
		decided scope of work	deliverables		

- TDS would be deducted at source for any payment made by the department as per the prevailing rules of the Government.

Section 4.04 Security Deposit

The successful bidder shall, as a security for the performance of its obligations under this Agreement, provide to the BCCL, within 21 (twenty one) days from the date of ‘Letter of Acceptance’ (LoA) or within such extended time as may be granted by the BCCL, bank guarantee as per Annexure from a Bank, for a sum equivalent to 5% (five percent) of (Annual work order value (Total Contract Price divided by 3). The validity of performance bid guarantee valid for ninety days beyond the period of contract/extended contract period.

The Bid Security deposited shall be discharged when the successful bidder has signed the agreement and furnished the required Performance Security. The bid security deposited may be adjusted against the Performance security at the bidder’s option.

BCCL shall be at liberty to deduct / appropriate from the Performance Guarantee

/Performance Security Deposit such sums as are due and payable by the successful bidder to BCCL as may be determined in terms of the contract, and the amount appropriated from the Performance Guarantee/ Performance Security Deposit shall have to be restored by Agency subsequently.

The Performance Guarantee will be returned to the Agency without any interest at the end of the Warranty Period as per provisions of the contract.

Security Deposit shall consist of two parts;

- a. Performance Security/Performance bid guarantee to be submitted at award of work (Annexure IV, Format 3) and
- b. Retention Money to be recovered from running bills. The security deposit shall bear no interest.
 - a. *Performance Security (first part of security deposit) should be 5% of annualized value of contract price and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:*
 - A Bank Guarantee (BG) in the form given in the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at Dhanbad or branch at Kolkata.

The Earnest Money/Bid Security deposited is to be returned to the contractor after

submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at Bidder's option.

- The Authority (BCCL) may at its sole discretion, upon the occurrence of any special circumstances, grant an extension to the time period of [30 (thirty)] days for the purpose of furnishing Performance Security.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank
- or
- (b) by a foreign bank located in India and acceptable to the employer.
- (c) The validity of the Bank Guarantee shall be for a period of ninety days beyond the period of contract or extended period of contract (if any),

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at its local branch at Dhanbad.

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained electronically as well as print out of the said message from Advising Bank with seal and signature.

The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Bharat Coking Coal Limited
	Area	HQ
	Bank Account No.	35160317947
	Department	Jharia Master Plan
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Dhanbad	

IFSC Code	IFSC Code : SBIN0000066
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S l. N o .	Details of Beneficiary		Bank Account No.	Beneficiary Bank, Branch & Address		IFSC Code
	Name	Area		Bank	Address	
1						

The above particulars are to be incorporated by the issuing bank properly, while issuing BG under SFMS mode to avoid any problem in future.”

Original Copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank/applicant to the concerned department and Area of BCCL by registered post (AD).

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

b) 16. Retention Money:

Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount. Retention Money may be released against equivalent Bank Guarantee.

Section 4.05 Penalty and Liquidated Damages

If the Agency fails to maintain Annexure I to IV , scope of the system and fails to provide deliverables of any project within the prescribed time or in terms of the agreed time, he shall without prejudice to any other right or remedy available under the law, to the BCCL on account of such breach, pay as compensation/ ‘Liquidated Damages’ (LD) @ one percent (1 %) of the Annual work order value (Total Contract Price divided by 3) per week

of delay or part of the week on a pro rata basis. The aggregate of such compensation/ Liquidated Damages' shall not exceed 10 (ten) percent of the Annual work order value. The amount of compensation may be adjusted or set off against any sum payable to the Agency under this contract with the BCCL.

BCCL, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the BCCL will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Agency as agreed damages equivalent to one percent (1 %) of the Annual work order value (Total Contract Price divided by 3) per week of delay or part of the week on pro rata basis subject to a ceiling of 10% of the Annual work order value. However, no extra payment shall be made to the Agency for the above said extension period.

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

In case any of the services performed by the Agency fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with BCCL, negligent (such as quality of deliverables not up to the mark), non- supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Agency, after giving prior 30 days' notice in writing to Agency, BCCL may decide to terminate the contract with forfeiture of performance security.

PRICE VARIATION CLAUSE

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

Article V. Terms and Conditions of Engagement

- (a) A separate agreement shall be signed between department and the successful bidder on mutually agreed terms and conditions, which will form the basis for the project execution and governance.
- (b) The Agency will provide regular updates and reports to the department to ensure project milestones are being met.
 - GM (JMP) will be Engineer-in-charge/Engineer/Designated Officer-in-charge and will be responsible for supervising and administering the contract, certifying payment due to the Agency, valuing variations to the contract and awarding extension of time. Engineer-in-charge/Engineer/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify the Consultant who is directly responsible for supervising the work being executed, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Engineer /Designated Officer-in-charge
- (c) Details of the agreement are as follows:
- (d) Contract Amount: All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes, if any.
 - (i) Scope Of Work: The detailed scope of work, terms and conditions, payment terms etc. shall be mentioned in the contract agreement to be signed between the two parties. The project shall be executed as per the MoU agreement only and both the parties shall be binding of the MoU agreement. The work order and acceptance shall form the part of the contract agreement.*
- (e) Any clause in the agreement shall be revised, altered or added with mutual consent of the parties providing written evidence.
- (f) The Agency can sub-contract some of the work related to field level data collection, procurement of logistics related support services, domain expertise with an aim to strengthen the overall proposal and delivery. However, the agency (who will be awarded the grant agreement) shall be solely liable to meet all the obligations under the agreement.
- (g) Deployment of Agencies at Project Location

Space will be provided to the extent possible with basic office infrastructure. However, the bidder will have to provide a laptop, printer, other consumables, software, necessary IT tools, etc., as required for smooth operation.

It is the responsibility of the firm to deploy 100% of the proposed resources in the proposal for program implementation, and no resource change request will be acceptable during the first quarter. If there is any change during the first quarter, the corresponding value of the changed resource will be deducted for 15 days from the deployment date.

(h) Limitation of liability (lol)

- (i) *BCCL shall in no way be responsible for any liabilities arising out of the Agency's contractual obligation with the Agency's personnel, licensors, and vendors. Similarly, the Agency shall in no way be responsible for any liabilities arising out of BCCL personnel.*

(i) Force majeure

Force majeure is herein defined as any cause which is beyond the control of the Agency or BCCL 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:

- (i) *natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:*
- (ii) *acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,*

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

- (iii) *The successful bidder/ Agency will provide, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the BCCL.*
- (iv) *For delays arising out of Force Majeure, the bidder/ Agency will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay any amount to each other for the force majeure period. Provided it is mutually established that the Force Majeure conditions did actually exist.*

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

(j) Delays by owner or his authorised agent

- (i) In case the Agency's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the Agency shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the Agency's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer-in -charge shall be final. However, BCCL will not be liable to pay any amount for the aforesaid delay period.*

(k) Extension of date of completion

On happening of any events causing delay as stated hereinafter, the Agency shall intimate immediately in writing the Nodal Officer :

- (i) due to any reasons defined as Force Majeure*
(ii) Any other causes which, at the sole discretion of the BCCL, are beyond the control of the Agency.

Provisional extension of time may be granted by the Nodal Officer during the course of execution, on written request for extension of time. The Agency shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge. However, BCCL will not be liable to pay any amount for the aforesaid delay period.

(l) Grafts and commissions etc.

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

(m) Suspension

The BCCL may, by written notice of suspension to the Selected Bidder, without any obligation (financial or otherwise) suspend all the payments to the Selected Bidder here under if the Selected Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- 1) Shall specify the nature of the breach or failure, and
- 2) Shall provide an opportunity to the Selected Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Selected Bidder of such notice of suspension.

(n) Cessation of rights and obligations

(v) Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- 1) • Such rights and obligations as may have accrued on the date of termination or expiration,
- 2) • The obligation of confidentiality set forth in RFP

(o) Cessation of Services

(i) Upon termination of this Agreement by notice of either Party to the other, the Selected Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

(p) Termination of this Agreement shall not prejudice or affect the accrued rights or claims or liabilities of either party.

(q) If the event of termination of the Agreement, the Firm/Bidder/Consultant/Service Provider/Contractor/Agency shall be paid by the BCCL/Purchaser for the services performed under the Agreement, up to the last day of the notice for termination of the Agreement including work in progress and substantiated demobilization costs.

(r) Confidentiality

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

(ii) BCCL also desires that the Bidder should in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any proprietary information which is disclosed to the Bidder by BCCL at any time during the agreement / award of work / execution of work or thereafter. The Bidder may disclose proprietary information received under the

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

(s) All disputes shall be subject to the jurisdiction of the Courts of Dhanbad only.

(t) All deviations, variations and changes in scope of the contract shall be dealt as per relevant DoP

(u) INDEMNITY DAMAGES & INSURANCE

(i) The Agency shall indemnify and make harmless the owner or owner's employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Consultant, his agents or employees in the execution of the work.

(v) All subcontracts awarded by the Successful Bidder under this Contract with prior written permission of BCCL shall not relieve the Successful Bidder from any liability or obligation under the Contract.

(w) Procurement & Sourcing of Goods and Services for the Project (i) The Authority will follow and comply with the "Public Procurement (Preference to Make in India), order 2017" as per office order No. P-45021/2/2017-B.E.-II dated 15 June 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India and any other instruction(s) or order(s) issued by the appropriate Government in this regard. The Bidder shall also abide by any applicable order(s) or instruction(s) issued by the Government of India for compliance in this regard.

(x) Conflict of interest

(i) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- 1) Participation by a Bidder, its Member or Associate (or any constituent thereof) that are either involved in the consultancy contract to which this tender/procurement is linked; or
- 2) If they are part of more than one bid in the tender/procurement; or
- 3) (If the Bidder, its Member or Associate (or any constituent thereof) have relationships or business transactions with any official of procuring entity Authority who are directly related to tender or execution process of contract; or
- 4) Improper use of information obtained by the (prospective) bidder from the procuring entity Authority with an intent to gain unfair advantage in the Bidding Process/procurement process or personal gain.

(x) Fraud and corrupt practices

- (i) *The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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. Without prejudice to the rights of the Authority under Clause 1.8.a hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, 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 Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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.*
- (ii) *For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:*
- 1) "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 Authority 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 therefrom, 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 Authority, 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
 - 2) 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 Authority in relation to any matter concerning the Project;
 - 3) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - 4) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - 5) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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

- 6) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

(y) Settlement of Disputes

APPROVED CLAUSE OF SETTLEMENT OF DISPUTE IN THE MANUALS OF CIL:

(i) Disputes Resolution

- 1) Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
- 2) All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in- charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a "Dispute".
- 3) The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

(ii) Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions.

- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
- 4) Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
- 5) Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
- 6) Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a) *Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.*
 - b) *Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.*
 - c) *Purchase preference policies regarding MSEs and Start-ups*

(iii) SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the Company.

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to:
For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge:	HOD(concerned department) , Subsidiary HQ
For works executed at / through HQ level where HOD(concerned department) is not	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.

Engineer-in- charge (EIC) and EIC is under the administrative control of HOD	
For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

- 1) Adjudication
- 2) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

(iv) Adjudication

After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.

- 1) Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
- 2) During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

(v) Mediation

- 1) Any party may invoke Mediation by submitting “Notice of Mediation” to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
 - 2) The Mediation Act and a Mediation Agreement: The Mediation shall be conducted as per The Mediation Act 2023.
 - 3) Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:
 - a) *Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):*
 - i) A retired judge.
 - ii) A retired high-ranking officer and/ or technical expert.
 - b) *In cases where a HLC is constituted, the Company may either*
 - a. *negotiate directly with the other party and place a tentative proposed solution before the HLC or*
 - b. *conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or*
 - c. *use the HLC itself as the mediator.*
 - c) *This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.*
 - d) *There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.*
 - e) *Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.*
- (vi) *Appointment of Mediator(s):*
- 1) Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

- 2) Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with the concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
- 3) If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
- 4) In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
- 5) After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.
- 6) Venue: Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.
- 7) Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vii) *The Process:*

- 1) The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
- 2) Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
- 3) Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—
 - a) *acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;*
 - b) *acceptance of, or willingness to, accept proposals made or exchanged in the mediation;*
 - c) *documents prepared solely for the conduct of mediation or in relation thereto;*
 - d) *any other mediation communication.*

- e) *No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.*
- 4) The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.
- 5) Termination of Mediation: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non- settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the

parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

(viii) Mediated Settlement Agreement (MSA):

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entities or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

- 1) Challenge to MSA: MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

- 2) Execution of MSA: If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
- 3) Costs: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
- 4) No claim of Interest during Mediation proceedings: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
- 5) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

z) Companies shall follow the following guidelines for effecting

‘Debarment of firms from Bidding’

with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms ‘banning of firm’, ‘Suspension’, ‘Blacklisting’ etc. convey the same meaning as of ‘Debarment’.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within the stipulated period.
 - iii) If L-1 Bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.

b. On termination of contract.

vi) Wilful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

vii) Formation of price cartels with other contractors with a view to artificially hiking the price.

viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

ix) The Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.

x) The contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the work done within the defect liability period.

xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company. 23

xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.

xv) False declarations w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, nonexecution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc. In case of price cartel, matters shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment', if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms. In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), the next lowest firm shall be considered as L-1. Bid security/ submitted by such debarred firms shall be returned to them.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. This shall be done only in those cases where debarment has been done across CIL and its Subsidiaries.
 7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for the entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
 8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.
- Note: "Company" means a company incorporated under company's Act 2013 or under any previous company law
9. The above 'Debarment' shall be in addition to other penal provisions of Bid Document/Contract document.
 10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
 11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reform the firm and may get a written commitment from the firm that its performance will improve.

12. Approving Authority: The 'Debarment' of a contracting entity shall be done with then approval of the Competent Authority as per the details below:

- a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL. All the orders of debarment or orders passed in appeal shall be marked to GM (CMC) / Civil /concerned HODs of CIL/Subsidiary Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CIL/Subsidiaries/GeM Portal)

INTEGRITY PACT

The bidders are required to accept the pre-contract Integrity Pact as available in the Bid document online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

Name, address and contact number of the Independent External Monitors nominated for this tender:-

Sl No	Name	Address
1	Sri AMRIT LUGUN, IFS (Retd.)	Address: A2/122, Ground floor, Safdarjung enclave, New Delhi-110029. Email.Id:- a.lugun@ymail.com
2	Sri ARVIND KUMAR KADYAN, IDAS(Retd.)	Address: B-2/1, Paschim vihar New Delhi-110063 Email.Id: arvindkadyan17@gmail.com

Form I -LETTER OF PROPOSAL- TECHNICAL PROPOSAL

(On Applicant's letter head)

(Date and Reference)

To

Evaluation Committee

Bharat Coking Coal

Limited

Sub:

Sir,

With reference to your RFP Document dated_, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for -..... The proposal is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid Project, and I/we certify that all information provided in the Bid and in Annexes I to IV is true, complete and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate my/ our Bid.
3. I/ We acknowledge the right of the Authority to reject my/our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ we have examined and have no reservations to the RfP, including any addendum issued by the Authority;
 - (b) I/ we are eligible to submit a bid in accordance with Article V Clause (w) and in particular, do not have any Conflict of Interest in accordance with

Article V Clause (w)

- (c) I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Article V, Clause (x), in respect of any tender or request for bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government;
 - (d) I/ we have taken steps to ensure that in conformity with the provisions of Article V, Clause (x), no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) my/ our Bid shall be valid for a minimum period of 120 (one hundred and eighty) days from the Bid Due Date, as extended from time to time, in accordance with the Bidding Documents, and it shall remain binding upon me/ us and may be accepted at any time before the expiration of that period; and
 - (f) If my/ our Bid is accepted, we undertake to complete the Project in accordance with the Contract Agreement and the other Bidding Documents.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid for the Project, without incurring any liability to the Bidders.
6. I/ We declare that we/ any Member, or our/ its Associates are not participating, as Bidders, in more than 1 (one) Bid in this Bidding Process in accordance with the Bidding Documents.
7. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member or any of our/ their Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

8. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law.
9. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member or against our/ their Associates or against our chief executive officer or any of our directors/ managers/ employees.
10. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the RFB, I/ we shall intimate the Authority of the same immediately.
11. I/ We hereby confirm that we shall submit PAN details, GST registration details, particulars related to registration with provident fund and physical form of all the original documents scan copy of which are submitted, before execution of the Contract Agreement, if the Project is awarded to us.
12. I/ We hereby authorise the Authority to seek reference/clarifications from my/our bankers.
13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the Project and the terms and implementation thereof.
14. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
15. I/ We undertake to execute the Contract Agreement within [30 days] from the date of issue of the LOA , if the Project is awarded to me/ us.

Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the RfP.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RfP.

Yours faithfully,

(Signature,

Date: Place:

name and designation
of the Authorised
Signatory) Name and
seal of the Bidder

FORMAT FOR CONTRACT AGREEMENT

(On Non- Judicial Stamp Paper)

Agreement No.

Dated:

THIS AGREEMENT made on this _____ day of _____ 20____ between Bharat Coking Coal Limited, a subsidiary of Coal India Limited, having its office at Koyla Bhawan, Dhanbad and (hereinafter referred to as the BCCL which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as “the Contractor” which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the BCCL invited bid for the Work “_____” and the bid of the Bidder has been accepted by the BCCL vide their Letter No _____ dt. _____ for the Total Contract Price _____

WHEREAS the Bidder has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for _____ the Total Contract Price _____ . _____ for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of Total Contract Price _____ for successful completion of the work., the Contractor shall upon and subject to the said terms & conditions execute and complete the work described in the said scope of work as provided for in the said conditions.

2. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
3. This final agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the BCCL and the Contractor. And each shall be read and construed as an integral part of the Contract

<u>Part</u>	<u>Description of Documents</u>
-------------	---------------------------------

- 1.1 Letter of Invitation
- 1.2 Instructions for Submission of the Proposal
- 1.3 Evaluation of Proposals
- 1.4 Background and Scope of Work
- 1.5 Terms and Conditions of Engagement
- 1.6 Integrity pact
- 1.7 Annexes
- 1.8 Any other relevant documents

4. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at < > on the day, month and year written as above. SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

behalf of the BCCL Designation

.....

Signed on

Designation

Bharat Coking

Coal Limited

Koyla Bhawan,

Dhanbad

In the

presence

of

WITNESS

- 1

(Signature)

(Name in

Block Letters)

Official

Address:

WITNESS - 2

(Signature)

(Name in

Block Letters)

Official

Address

` INTEGRITY PACT

a) (To be signed on Plain Paper)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... Day of the month of20... , between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri... , Chief Executive Officer (hereinafter called the

“BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/Individual/proprietorship/consortium, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder's to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

b) Section 1—Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

c) Section 2- Commitments of the Bidder(s)/Contractors(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

c. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees Only. The guidelines and terms and conditions for Indian agents of the Foreign suppliers shall be as per the provisions as the Annexure-H/I of the document.

d. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, committed to or intended to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder / Contractor or / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder

/ Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge, concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “Commitments of Bidder(s)/Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

e) Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to 2% of estimated project cost capped at ₹ 20 Million.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

f) Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

g) Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

h) Section 7 - Criminal charges against violating bidder(s)/ Contractor(s) / Subcontractor(s)

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

i) Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of Confidential Information ' and of Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

j) Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

k) Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this

agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

l) Section 11 – Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

m) Section 12 – Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

n) Section 13 - Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)
Bidder/ Contractor) (Office Seal)

Date _____

Place -----

Witness 1:

(Name & Address)

(For & On behalf of
(Office Seal)

Date _____

Place -----

Witness 1:

(Name & Address)

Format 1: Organization Details

1.1	Title of Consultancy:
1.2	Title of Project: _____
1.3	<p>State the following:</p> <p>Name of Individual:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business: Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.</p> <p>: Fax No. :</p> <p>E-mail address:</p>

Format 2: Undertaking of not being blacklisted

To,

<Insert BCCL address>

Dear Sir,

(To be submitted on the Letterhead of the bidder)

[Date]

I/We hereby declare that <insert name of agency> is not blacklisted in any manner whatsoever by any State Government or Central Government as on EoI cum RFP submission date or is having unblemished record and was not declared blacklisted as on date of submission of the bid by any State/Central Govt. due to, breach of general or specific instructions, corrupt /fraudulent, Non Performance or any other unethical business practices.

It is hereby confirmed that I/We are entitled to act on behalf of our agency/corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

Seal/Stamp of bidder:

Format 3:
BANK GUARANTEE PROFORMA

FOR

PERFORMANCE SECURITY / PERFORMANCE GUARANTEE

[[***** {name of
the company}]]

WHEREAS:

(A) (The Agency) and Bharat Coking Coal Limited represented by *** and having its principal offices at Koyla Bhawan, Koyla Nagar, Dhanbad have entered into an agreement dated..... Whereby the BCCL has agreed to the Agency undertaking To establish a web and mobile app based system (Dashboard) of Monitoring & Evaluation (M&E) of implementation of Projects & Contracts in Bharat Coking Coal Limited (BCCL) in three (03) months and maintain & operate the system for thirty three (27) months from the date of acceptance of the established system subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Agency to furnish a Performance Security to the BCCL of a sum of {Rs. * * * * * cr. (Rupees * * * * * crores)} as security i.e., a sum equivalent to to 5% (five percent) of Annual work order value (Total Contract Price divided by 3), for due and faithful performance of its obligations, under and in accordance with the Agreement, which shall remain valid, effective and in full force for 90 days or one year whichever is later beyond the completion of the Warranty Period. The Performance Security shall be furnished by the Agency within 21 days of issue of letter of acceptance or within such period as may be extended by BCCL. The Performance Security will be returned to the Agency without any interest at the end of the Warranty Period as per provisions of the contract.

(D) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The bank hereby guarantee and undertake to pay BCCL immediately on demand and or, all money payable by the Agency to the extent of _____[amount of

guarantee in figures and words], at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Agency. Any such demand made by BCCL on the Bank shall be conclusive and binding notwithstanding any difference between the BCCL and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

BCCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Agency. BCCL shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the BCCL

and the Agency or any other course or remedy or security available to the BCCL. The Bank shall not be released of its obligations under these presents by any exercise by the BCCL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the BCCL or any other indulgence shown by the BCCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the BCCL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Agency and notwithstanding any security or other Guarantee that the BCCL may have in relation to the Agency's liabilities.

This Bank Guarantee shall be payable at < _____ > branch.

This Bank Guarantee shall be under jurisdiction of < _____ > court only.

Dated this _____ day of _____, 20__ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Seal of the Bank

Format 4: Power of Attorney for signing of Bid

Part I – The below power of attorney to be provided by the Bidder

Know all men by these presents, we..... (name and address of the corporate headquarters/ registered office) (the “**Principal**”) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name),

..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with, or incidental to, submission of our Bid in response to the Request for Proposal No. [****] dated [****] (the “**RFP**”), for the [***** Project] proposed or being developed by the [***** (the “**Authority**”)], including but not limited to, signing and submission of our Bid, applications and other documents and writings, participate in the pre-bid conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts (including the Contract Agreement) and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with, or relating to, or arising out of, our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to, and in exercise of, the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms used herein unless defined herein, shall have the same meaning assigned to them in the RFB.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

Witness: 1.

.....

(Signature, name, designation and address)

(Notarised)

Format 5: MANDATE FORM FOR ELECTRONIC FUND TRANSFER/
INTERNET BANKING PAYMENT

FOR

BID
SECURI
TY

1. **Name of the Bidder:**

2. **Address of the Bidder:**

..... City Pin
Code.....

E-mail Id

.....

Permanent Account Number

.....

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.		Soft Code	
Swift Code		IBAN Code	
BIC Code			
Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective:

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ we shall not hold the BCCL responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updation of records for purpose of credit of

amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of means a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/ us.

Place :

Date:

Signature of the Bidder/Authorised Signatory

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

Banker's StampDate

Signature of the authorised official from the
Bank

Format 6: CV format

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; line-height: 100px;">Photo</div> <p style="text-align: center;">{ Add Photo – Delete this text }</p>	Name	{Full Official Name}		
	Proposed Position:	{ The proposed designation }		
	Date of Birth	{ Please use the following format only: 28 th August 1978 }		
	Education:	Degree(s)/ Diploma(s)	Institution	Year
				From To
		{ Degree name with specialization (if any) }	{ Name of institution, Name of city where institution is situated }	{ YYYY Y } { YYYY }
		{ Add/ Delete rows if needed }		
Employment Record	Total Experience: {Total Work Experience in Years and Months, e.g., 10 years and 6 months}			
	From	To	Company	Position Held
	{ MM, YYYY }	{ MM, YYYY }	{ Company Name, Name of city where you were posted }	{ Designation in the company }
	{ Add / Delete rows if needed }			
Brief Profile	{ Enter data here }			

	Language	Speaking	Reading	Writing
Languages	{ Name of Language, e.g., English, Hindi etc.}	{ Yes/ No}	{ Yes/ No}	{ Yes/ No}
	{ Add/ Delete rows if needed}			
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned {Add assignments and rows as per the text}				
Project/ Assignment: {Name of the project/ Assignment} Month and Year (Start and end): {E.g., September2019 – August 2020} Location: {Name of the city, Name of the state} Client: {Name of the Client} Position held: {Position/ Designation as per the assignment} Activities: <ul style="list-style-type: none"> • {Mentions activities for which you were responsible in the project and “highlight” the key words that relates to the job description for your proposed position} • {Add more sections if needed} 				
Project/ Assignment: {Name of the project/ Assignment} Month and Year (Start and end):{E.g. September2019 – August 2020} Location: {Name of the city, Name of the state} Client: {Name of the Client} Position held: {Position/ Designation as per the assignment} Activities: <ul style="list-style-type: none"> • {Mentions activities for which you were responsible in the project and “highlight” the key words that relates to the job description for your proposed position} • {Add more sections if needed} 				

Project/ Assignment: {Name of the project/ Assignment}

Month and Year (Start and end): {E.g. September2019 – August 2020}

Location: {Name of the city, Name of the state}

Client: {Name of the Client}

Position held: {Position/ Designation as per the assignment}

Activities:

- {Mentions activities for which you were responsible in the project and “highlight” the

key words that relates to the job description for your proposed position}

- {Add more sections if needed}

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful described herein may lead to my disqualification or dismissal, if engaged

{Name of Candidate} Date: DD-MM-YYYY
(Bidder) Signature and name of key professional
(Bidder)

Countersigned by the Agency
Signature, seal of the Agency

(Please use separate forms for multiple CVs)

Format 7: Approach & Methodology.

The proposed approach should contain at least the following details. However the list is indicative and not exhaustive.

1. Understanding of the objectives of the assignment: the extent to which the approach and work plan respond to the objectives indicated in the statement/scope of work.
2. Approach proposed and its components for achieving the targets.
3. Detailed list of activities for each of the major work components
4. Learning on issues
5. Completeness and responsiveness: the extent to which the proposal responds exhaustively to all the requirements of all the terms of reference.
6. Detailed project plan including work breakdown structure.
7. Project staffing plan
8. Profiles of project team key resources
9. Project organization and quality management strategy

Format 8: Financial: Cost Estimate

1. The below (Financials for Key Expert + SME))For BCCL reference only

S. No .	Designated Role/ Title	Total Required	Total Monthly Cost (in INR) *	Number of months	Total Cost (in INR)
	Scoping Study				
#	Key Expert				
1.	Team Lead	1		36	
2.	Value Chain Consultant	2		30	
3	Procurement Expert	1		12	
4	Institutional and capacity building expert	1		36	
5	Monitoring and Evaluation Expert	1		30	
6.	Cluster Coordinators	4		30	
7.	Support Coordinators	4		30	
	Total	14			

Price Bid Details

1.	Total cost of the project (Financial bid will be taken on this price) @GST-18%	Value in crores
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Note-

1. BCCL will strive to provide necessary land for establishment of necessary facilities under the project

NEED ASSESSMENT