

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



COAL INDIA LIMITED
(A Government of India Enterprise)



Notice for Inviting
REQUEST FOR PROPOSAL

FOR

**SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND
DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT
GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL
LIMITED**

RFP Document No.: BCCL/GM(HRD)/2023/GVTC_BARORA_SEC/2260 dated 3-03-2023



BHARAT COKING COAL LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
HUMAN RESOURCE DEVELOPMENT DEPARTMENT, KALYAN BHAWAN
DHANBAD- 826003

Wm



About the Company

- Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. Company/Subsidiary functions through its subsidiaries in 85 mining areas spread over eight (8) states of India. Coal India Limited has 345 mines (as on 1st April 2021) of which 151 are underground, 172 opencast and 22 mixed mines.
- CIL produces around 83% of India's overall coal production. In India where approximately 57% of primary commercial energy is coal dependent, Company/Subsidiary alone meets to the tune of 40% of primary commercial energy requirement. Company/Subsidiary further operates 13 coal washeries, (11 coking coal and 2 non-coking coal).
- CIL is a Maharatna company – a privileged status conferred by Government of India to select state owned enterprises in order to empower them to expand their operations and emerge as global giants. Company/Subsidiary has seven producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), and one mine planning and consultancy company that is Central Mine Planning & Design Institute (CMPDI). In addition, Company/Subsidiary has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by Company/Subsidiary. Company/Subsidiary has also registered two subsidiaries to venture into renewable energy, namely Company/Subsidiary Navikarniya Urja Limited (CNUL) and Company/Subsidiary Solar PV Limited.

JKW

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



About the Project

- CIL and its subsidiaries plan to onboard entity/agency having requisite domain experience and financial strength (hereinafter referred to as "Agency(ies)") to upgrade & modernize VTCs, design and implement suitable training programs geared towards providing safety-oriented skill development to primarily non-executive employees of Company/Subsidiary and any other manpower endorsed by Company/Subsidiary (hereinafter referred to as the "Project"). These centers shall act as Safety Excellence Centers (SECs) for CIL and its subsidiaries. The project is envisaged to be implemented across all the subsidiaries of CIL.
- The project is envisaged to be set up at Barora Area GVTC- Safety Excellence Centre, BCCL which is located in the state of Jharkhand and is under the administrative control of Area General Manager, Barora Area, which is a wholly owned subsidiary of CIL.
- CIL had conducted RFQ processes earlier to shortlist potential players for empanelment for the proposed Project. The purpose of this RFP is to select an Agency from amongst the Empaneled Agency (ies) shortlisted during the RFQ process. This is a limited RFP in which only the parties shortlisted during the earlier RFQ process (es) are allowed to participate.
- The Applicant, who is selected by Company/Subsidiary pursuant to the terms and conditions of the RFP ("Selected Applicant"), shall be required to enter into an agreement (the Selected Applicant who enters into the agreement shall hereinafter be referred to as the "Selected Agency" or "Partner"). The agreement, inter alia, set forth the detailed terms and conditions for execution of the Project, the roles and responsibilities of the parties, and the inter se rights and obligations of the parties.

Wm

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



CONTENTS

SECTION	TITLE	FROM	TO
1	e-TENDER NOTICE	1	27
2	GENERAL TERMS AND CONDITIONS OF CONTRACT	28	52
3	TECHNICAL SCOPE AND SPECIFICATIONS	53	77
4	GENERAL TECHNICAL CONDITIONS	78	85
5	SPECIAL CONDITIONS OF CONTRACT	86	100
6	SAFETY CODE	101	106
7	BID SUBMISSION CHECKLIST	107	-
APPENDIX 1	FORMAT OF LETTER OF BID	108	
APPENDIX 2	FORMAT FOR BANK GUARANTEE	109	111
APPENDIX 3	PRE-CONTRACT INTEGRITY PACT	112	119
APPENDIX 4	ILLUSTRATIVE COMPUTATION OF EVALUATED BID VALUE (EBV)	120	
APPENDIX 5	FORMAT FOR PRE-BID QUERIES	121	
APPENDIX 6	MANDATE FORM FOR EFT	122	123
APPENDIX 7	FORMAT FOR POWER OF ATTORNEY	124	125
APPENDIX 8	PROFORMA FOR EXECUTION OF AGREEMENT	126	127
APPENDIX 9	PROFORMA OF MEMORANDUM	128	
APPENDIX 10	PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE	129	131
APPENDIX 11	PROFORMA FOR UNDERTAKING	132	133
APPENDIX 12	FORMAT FOR DETAILED PROJECT SCHEDULE	134	
APPENDIX 13	VALID DIGITAL SIGNATURE CERTIFICATE	135	
APPENDIX 14	GUIDELINES FOR BANNING OF BUSINESS	136	137
APPENDIX 15	FORMAT FOR NO DEMAND CERTIFICATE	138	
APPENDIX 16	NOTIFICATION(S) FOR EMPANELMENT	139	147
APPENDIX 17	FORMAT FOR CONSORTIUM AGREEMENT	148	151
APPENDIX 18	SITE DRAWING	152	

Ww



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED

Ref. No.: BCCL/GM(HRD)/2023/GVTC_BARORA_SEC/ 2 2 6 0

Date: 03/03/2023

e-TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the empaneled bidders having 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, for the following work:

1.	Name of Work	Upgradation & Modernization of VTC and Designing and Implementation of Suitable Training Programme at Group Vocational Training Centre, Barora Area, BCCL
2.	Location of Work	Group Vocational Training Centre, Barora Area, BCCL
3.	Validity of Bid	120 days after the end date of bid submission
4.	Period of Work	Total contract period: 2400 Days a) From date of commencement to Date of Commissioning: 7 Months b) Operation and Maintenance of Project: 2190 Days (i.e. 6 years) from Date of Commissioning
5.	Selection of Bidder	As per the evaluation criteria stipulated in this tender document
6.	Availability of Tender Documents (Date and Time)	From 10-03-2023
7.	Availability of Tender Documents (Website Details)	http://www.bcclweb.in http://www.eprocure.gov.in https://coalindiatenders.nic.in
8.	Submission of Bid & Format of Bid	Online Single Stage Two-Cover Format

Note: The Project is envisaged to upgrade & modernize VTCs, design and implement suitable training programs geared towards providing safety-oriented skill development to primarily non-executive employees of Company/Subsidiary and any other manpower endorsed by Company/Subsidiary (hereinafter referred to as the "Project"). These centers shall act as Safety Excellence Centers (SECs) for Company/Subsidiary and its subsidiaries.

Www

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



Personnel nominated by Company/Subsidiary shall be trained through implementation of multiple modules, viz., Assessment, E-Learning, Smart Classroom, Experiential Safety Training, Mining Simulators, Mechanical/Electrical Simulation Arrangement (through VR) and Training Management System.

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
1. General Manager(HRD), BCCL Email: gmhrd.bcccl@coalindia.in	1. Sri R.B. Roy-Chief Manager(M)/HRD, BCCL- Contact No. 9470595129 2. Sri Kishor Yadav-Sr. Manager(M)/Safety Dept., BCCL- Contact No. 9470597299

The detailed method for participating in the e-Tender is available on links "Help for Contractor" and "Bidders Manual Kit" in Company/Subsidiary's e-Tender portal. The Applicants may also seek help from the helpdesk on 24x7 Toll Free No. 0120-4001 002, 0120-4001 005, 0120-6277 787. All queries will be answered in English / Hindi only.

3. Time Schedule of Tender:

Sl. No.	Event	Date	Time
1.	Date of floating of e-Tender	10.03.2023	11:00 HRS
2.	Document download start date	10.03.2023	11:00 HRS
3.	Bid Submission start date	10.03.2023	11:00 HRS
4.	Start date of seeking clarification online	10.03.2023	11:00 HRS
5.	Last Date and Time for submission of pre-bid queries/ clarification & date	25.03.2023	17:00 HRS
6.	Date and Time of pre- bid meeting	01.04.2023	11:00 HRS
7.	Last Date and Time for downloading the final RFP	08.04.2023	17:00 HRS
8.	Last Date and Time for e-Tender submission	08.04.2023	17:00 HRS
9.	Date and Time of Bid opening	10.04.2023	11:00 HRS

Note:

Bids are to be submitted in Single Stage – Two Covers i.e., the Techno-Commercial Bid and the Price Bid.

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

Date & Time for opening of Price Bids shall be intimated separately, through e-procurement portal, to the Bidders whose Techno-Commercial Bids are found to be acceptable.

Handwritten signature/initials

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



The auto extension of submission of bid shall be applicable as per details mentioned in relevant clauses of this tender document.

4. Earnest Money Deposit (EMD):

a. Earnest Money Deposit (EMD):

The bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) of INR 5,00,000 (Five Lakh Rupees Only) per training centre. The EMD has to be deposited in online mode in Company/Subsidiary's Bank Account within the last date and time for bid submission. Any Bid not accompanied by an acceptable EMD shall be summarily rejected by the employer as non-responsive and returned to the Bidder without being opened. The bidder cannot claim interest and or any other form of compensation at the time of refund of such EMD.

The EMD of the Bidders who are unsuccessful after opening of Price Bids shall be returned immediately after placement of award on the successful bidder.

The EMD of the Successful bidder to whom the award is placed will be returned when said Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee.

b. Submission of EMD:

EMD shall be submitted in Indian Rupees (INR) only.

The value of the Earnest Money to be submitted by the Bidder shall be Rs. 5,00,000 (Rupees Five Lakh only) per training centre. The Earnest Money has to be deposited through online mode within the last date and time for submission of bids, failing which the bid will be deemed to be non-responsive.

Earnest Money can be deposited by following modes only:

(a) Online fund transfer through Net banking using Payment Gateway available on portal.

(b) NEFT/ RTGS from any Scheduled Commercial Bank to the Virtual Pool Account of the Owner strictly as per the challan generated by the bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Owner's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission of bid. It is further advised that after successful payment, bidder should confirm receipt of EMD at Owner's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the bidder within the last date and time of bid submission but is not

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



received in Virtual Pool Account of the Owner within the specified period due to any reason, the bid will not be accepted by the System/ Owner. However, the EMD will be refunded to the bidder's account automatically.

The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

Notes:

a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the Owner's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.

b) Physical mode of payment, i.e., Banker cheques / Demand drafts etc. are not acceptable.

c) The Owner shall not be liable to pay any interest or any other compensation by whatever name called on the amount of Earnest Money Deposit.

c. Exemption from EMD:

State/Central Government Organizations/PSUs and Micro and Small Enterprises [MSEs] (for the tendered items) are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self- declaration
2	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of any of the following documents:- Registration certificate for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or UdyogAadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC.
3	NSIC registered Firms Valid and Complete NSIC Registration certificate (irrespective of the stores)	NSIC registered Firms Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)

Handwritten signature/initials

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



	for which they are registered)	
4	Ancillary Units of the Purchaser Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)	Ancillary Units of the Purchaser Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)

d. Refund of EMD:

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the BCCL..

If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.

The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit/ Performance Guarantee from the bidder.

If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment.

No interest or any other compensation by whatever name called can be claimed by the bidder on the EMD amount so refunded.

e. Forfeiture of EMD

The EMD shall be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc.

i. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender but after last date of submission of tender.

ii. If the bidder withdraws or varies its Bid during the period of bid validity.

iii. If the bidder does not accept the correction of its Bid Price;

iv. If the bidder refuses to withdraw, without any cost to the owner, any deviation found anywhere in the Bid

v. In the case of a successful bidder, if the bidder fails within the specified time limit;

Wm

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



- a) To sign the Contract Agreement,
- b) To furnish the required Contract Performance Guarantee / Security Deposit,
- c) If the bidder/his representative commits any fraud while competing for this contract.

5. Pre-bid Meeting:

The pre-bid meeting shall be held online as per the scheduled date & time, as specified in the e-Procurement portal. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

6. Clarification of Bid:

The Bidder may seek one-time clarification on-line within the specified period. The management will clarify to the relevant queries. Non-furnishing of clarification to any of the queries by the Bidder shall not be construed as any default on the part of BCCL and cannot be ground for stalling the bidding process.

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-procurement portal within the specified time. Bidders are also advised to regularly check e-tender portal regarding posting of clarification/Corrigendum, if any. Non-issuance of any clarification by BCCL cannot be a ground for stalling the bidding process.

"Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified".

Should the clarification result in changes to the essential elements of the Bidding Documents, the owner shall amend the Bidding Documents following the procedure as per this tender document.

7. Amendment to Bidding Documents:

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendments will be posted at e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.

Handwritten signature/initials



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

8. 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 NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

9. Eligible Bidders:

- I. Bidders empanelled with CIL under vide EOI document no. CIL/EDSNR/2021/Tender/VTC/2815 dated 21-12-2021 and CIL/GMSNR/2022/Tender/VTC/3020 dated 29-03-2022 are eligible to participate in this tender. Bidders who are eligible to participate in this tender will have to use the same registration carried out on Company/Subsidiary's e-Tender Portal (<https://coalindiatenders.nic.in>) during the empanelment process vide EOI document no. CIL/EDSNR/2021/Tender/VTC/2815 dated 21-12-2021 & CIL/GMSNR/2022/Tender/VTC/3020 dated 29-03-2022. The financial and technical eligibility shall be based on the criteria as laid down in the empanelment stage. The empanelment shall be valid as on the date of submission of the bid.
- II. The Bidders shall submit the following updated documents as part of their bids:
 - A. Permanent Account Number (PAN): The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.
 - B. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme
OR
GST Registered Bidder under Composition Scheme
OR
GST unregistered Bidder

Note: If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.

10. Submission of Bid:

- a. All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED

- b. 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 on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.
- c. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online/under annexures information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Confirmatory Documents	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online/under annexures by the bidder against CONFIRMATORY DOCUMENTS
1.	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India
2.	Goods and Services Tax (GST) Status of Bidder (Not Applicable for Exempted Services)	<p>The following documents depending upon the status w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under Composition Scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>Note: If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.</p>
3.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. In case of MSME, a valid Registration certificate or UAM is required. 5. In case of Consortium, following documents to be submitted: a. Scanned copy of Consortium agreement as per Appendix 17 containing name of partners and lead partner. b. Annexure to Consortium agreement defining Roles and Responsibilities of

Www

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



		each partner of consortium c. Power of attorney of the respective partners from the Board of directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of Consortium agreement on behalf of the firm. d. Documents as applicable (Sl. No. 1 to 3) regarding legal status of all the individual partners of Consortium. e. Power of attorney in favour of lead partner of consortium as per Appendix 7
4.	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding online, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
5.		Undertaking by Bidder/s on his Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility as per the format given in the bid document at Appendix-11.
6.		Written Consent regarding Arbitration Clause on his/her/their Letter Head as per Appendix-10. <u>Note:</u> 1. In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the bidder in case of Proprietorship or Director(s)/Managing Director of Limited Company in case of Limited Company. Hence, no physical signature is required. 2. In case of Partnership firm, this document is to be signed by all the Partners of the Partnership Firm. 3. In case of Project Affected Person(s) (PAPs) firms, this document is to be signed by all the partners of the PAPs who have formed Partnership firm and if the PAPs have formed co-operative society, this document is to be signed by any legally acceptable authorized signatory of the co-operative society, approved through the Resolution of the co-operative society.
7.		Letter of Bid by Bidder/s on his/her/their Letter Head as per Appendix-1.
8.	Provision of Public Procurement (Preference to Make in India), Order 2017-Revision dt. 16.09.2020	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof: I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items. II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
9.		Any other document to support the qualification information as submitted by bidder on-line.

Www



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED

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

- d. Letter of Bid (LoB): The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-1. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

- e. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all components on this Excel file for Barora Area GVTC- Safety Excellence Centre BCCL. Bidders are required to quote separately for each training center/Safety Excellence Center (SEC). Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop-down list given in the BOQ:

1. GST Registered Bidder under regular scheme
2. GST Registered Bidder under Composition Scheme
3. GST unregistered Bidder

The rates quoted by the bidder will be including the GST as per the BOQ format. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission. The Price-bid will be in BOQ format, and the bidder will have to mandatorily fill all the sections / sheets of the BOQ Excel. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

Wm

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



System for decision of L1 bidder

Bidders shall quote in INR per hour as per the BOQ file. Price bid evaluation shall be done separately for each training center/Safety Excellence Center (SEC). The L1 bidder will be decided based on Evaluated Bid Value (EBV). Illustrative computation of EBV is shown in Appendix-4.

10. System Requirement:

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, Company/Subsidiary 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.

11. Opening of Bid:

1. Tenders will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.
2. BCCL will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. During evaluation and comparison of bids, the owner may, at his discretion ask the Bidder for clarification on its bid. The request for clarification shall be communicated to the Bidder via the e-tender portal, asking the Bidder to respond by a specified date which shall not be later than seven (7) working days, and also mentioning therein that, if the Bidder does not comply or respond by the date, his bid will be liable to be rejected. The unsuccessful Bidders cannot question the evaluation process employed by BCCL as the same shall be uniformly applicable to all the Bidders. The clarification process shall be one time and depending on the outcome, such bids are to be ignored or considered further. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.

The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The Bidders cannot claim such waiver as a matter of right.

BCCL will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that

(a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's rights or the Successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly

Wmm



affect the competitive position of other Bidders who have submitted substantially responsive bids.

The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3. Price bids of those Bidders whose Techno-Commercial (Cover-I) Bid is found to be responsive, will be opened online. Bidder's attendance during the Price Bid opening in CIL premises is not envisaged.

12. Evaluation of Bid:

1. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in this tender document.
2. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
3. In case none of the bidder(s) complies the conditions as per this NIT document, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
4. The Tender Committee will recommend for award of work to the successful bidder after evaluation of the reasonableness of L-1 rates.
5. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the bidder will be banned for one year from being eligible to submit bids in Company/Subsidiary and its subsidiaries.

13. Purchase Preference to Micro & Small Enterprises (MSEs)

- a. Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.
- b. The opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L-1 is other than MSE. If MSE is a L1 Bidder, full work will be awarded to such Bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE Bidders are exhausted.



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED

- c. The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 and its amendments, circulars and orders. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

14. Purchase Preference under 'Make in India' Policy

Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017, in the following manner:

Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020, and 04.03.2021) of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry. In case of any further guidelines prior to 15 days from the tender publishing date, the same will also become applicable.

- a. Subject to in terms of the above said policy, purchase preference shall be given to 'Class-I Local Supplier' in the following manner (where the tendered quantity is indivisible or one):
- i. Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is 'Class-I Local Supplier', the contract for full quantity will be awarded to L-1.
 - ii. If L-1 bid is not from a 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' will be invited to match the L-1 price subject to the Class-I Local Supplier's quoted price falling within the margin of purchase preference, and contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price. In case such lowest eligible 'Class-I Local Supplier' fails to match the L-1 price, the 'Class-I Local Supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on, and contract shall be awarded accordingly. In case none of the Class-I Local Suppliers within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L-1 bidder.
 - iii. 'Class-II Local Supplier' will not get purchase preference.
- b. The definitions of 'Class-I Local Supplier', 'Class-II Local Supplier', 'Non-Local Supplier', 'Local Content' and 'Margin of Purchase Preference' are as follows:

Www



RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED

- i. 'Class-I Local Supplier' means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.
- ii. 'Class-II Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has 20% or more local content but less than 50%.
- iii. Non - Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has local content less than 20%.The "Non-Local" Supplier is not eligible to quote.
- iv. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can't claim themselves as Class-I Local Suppliers/Class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition. In view of above, "Local content" will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

- v. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- c. Verification of local content:
- i. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The certificate shall also indicate details of the location(s) at which the local value addition is made.
 - ii. Nodal Ministry /CIL may constitute committees with internal and external experts for independent verification of self-declarations / auditor's / accountant's certificates on random basis and in the case of complaints.
 - iii. Nodal Ministry / CIL may prescribe fees for such complaints.
 - iv. False declarations will attract banning of business of the bidder or its successor(s) for a period upto two years in line with clause 35.3 of ITB, along with such other actions as may be permissible under law.

Handwritten signature

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



- v. A supplier who has been debarred by any procuring entity for violation of above Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- d. Reciprocity Clause [Clause 10 (d) of PPP-MII Order 2017]:
- i. When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and / or to compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of banning Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to procuring entity under their administrative control for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the Nodal ministry /department as not allowing Indian Companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that Nodal Ministry / department except for the list of items published by the Ministry / Department permitting their participation.
 - iii. The term "entity" of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.
 - iv. Further, vide OM No. P-45021/52/2019-PP(BE-II) dated 13.03.2020 of the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, GOI, the following has been communicated with regard to Clause-10(d) of PPP-MII Order 2017:
 - a. It is clarified that if a country does not procure globally particular sector, Indian manufacturers are being excluded in that particular country and the reciprocity clause as per clause 10(d) of PPP-MII Order 2017 may be invoked.
 - b. Clause-10(d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country / execution of projects of specific value in the procuring country etc.

15. Auto Extension of Critical Date

If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days of the following dates-

- Last date of submission of Bid.
- Date of Opening of Tender.

Wkr

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

Notes: The validity period of tender shall be decided based on the final end date of submission of bids.

16. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

17. Conflict of Interest:

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) They have controlling partner(s) in common; or
- b) They have direct or indirect financial and managerial control in any of them; or
- c) They have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

All such Bidders, having a Conflict of interest, shall be disqualified.

18. Site Visit:

The bidder may request for the site visit post the publication of this tender document and before the last date of the bid submission to acquaint themselves with the location identified by Company/Subsidiary.

19. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess, if applicable only] and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/contractor under the contract, or for any other cause as applicable on the last date of submission of bid, shall be included in the rates, prices and the total bid price submitted by the bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall also be furnished by the Bidder in the BOQ sheet.

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which are notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies and shall duly mention the specific GST & GST Compensation Cess, as applicable as per the BOQ format. The payment of GST and GST Compensation Cess by service receiver (i.e. Company/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) 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 contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by Company/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by Company/Subsidiary as per rule.

If Company/Subsidiary fails to claim Input Tax Credit (ITC) on eligible Inputs 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 Company/Subsidiary 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.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

20. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

Www



21. Technical Specifications:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is bidding.

The provisions as contained in the Section 3 – “Technical Scope & Specifications” shall be applicable for the bid.

22. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

23. Commencement of Work or Zero Date:

The date of commencement or Zero Date shall be reckoned from the expiry of 15 days from the issue of letter of acceptance or date of handing over the site or the date of execution of agreement whichever is later .

24. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of infrastructure / equipment / machineries / gadgets / vehicles and the technical/ supervisory/expert personnel required for execution of the work.

25. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

26. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such bidders who resort to canvassing shall be liable for rejection.

27. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dash-board prior to expiration of the bid validity period. On issuance of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of work order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 01(One) year from being eligible to submit Bids in Company/Subsidiary and its subsidiaries. In case of consortium, the banning shall also be applicable to all individual partners of the consortium.

On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA/work order shall entail cancellation of LOA/work order and the Bidder will be

Wm

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



banned for 01(One) year from being eligible to submit Bids in Company/Subsidiary and its subsidiaries. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

28. Bid Validity:

The validity period of the tenders shall be **120 (One Hundred Twenty)** days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any penal action will be taken against the Bidder. A bidder agreeing to the request will not be required or permitted to modify his bid.

The Bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his bid or alter the bid or any terms/conditions thereof without consent in writing of the company. In case the Bidder violates to abide by this, the Company will be entitled to take action as per clause No.29 (Modification and Withdrawal of Bid) of NIT.

29. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of bid and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority.

29.1 Standard Operating Procedure for Withdrawal of Bid:

The system of on-line withdrawal is available on the e-procurement portal upto end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from Tender Inviting Authority (TIA) of concerned department.

29.2 Acceptance of Withdrawal:

- (i). In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal. The bidder has to confirm the withdrawal by sending a letter by Regd. Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any letter from the Bidder regarding withdrawal, the Tender evaluation process will continue as usual.
- (ii). However, if the concerned Bidder is a Partnership firm and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above

Wkw

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



process of seeking confirmation will be followed by Company/Subsidiary. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all the partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

If the request of withdrawal is received after opening of bid, the bidder will be banned for one (1) year from being eligible to submit bids in Company/Subsidiary and its subsidiaries.

- a. If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- b. If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note: The penal action against clauses above will be enforced from the date of issue of such order.

- (iii). BCCL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated elsewhere in this document.

30. Restriction of bidder from a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder" from a country which shares a land border with India" for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian(or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

Handwritten signature/initials

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the ownership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

31. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

32. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy (Not applicable).

33. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions(if any), Technical

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

34. Subletting of Work:

No subletting of work as a whole by the contractor is permissible. Permission is required for engagement of Sub-Contractor.

The contractor shall specify major items of supply or services for which he proposes to engage Subcontractor(s)/ Sub-Vendor (s) in its bid.

Further, the installation/ usage of major equipment /product shall meet the following conditions:

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc. or reputed brand in that order.
2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification / any other international quality certification etc. Failing which internationally reputed brand in that order.

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge. However, such approval of the Engineer-in Charge/ Designated Officer in Charge will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

Any addition of item(s) in the list shall also meet the conditions specified at 1 & 2 above.

35. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

36. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety, at its sole discretion.

37. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause titled-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

Handwritten signature or initials.

RFP: SELECTION OF AGENCY FOR UPGRADATION & MODERNIZATION OF VTC AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME AT GROUP VOCATIONAL TRAINING CENTRE, BARORA AREA, BHARAT COKING COAL LIMITED



38. The laws applicable to this contract shall be the laws in force in India. The Courts at Dhanbad where the subject work is executed, or High Court of Jharkhand shall have exclusive jurisdiction in all matters arising under this contract.
39. If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
40. Integrity Pact (applicable):

The bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

Name of IEM(s)	Sri Gautam Sen, IDAS(Retd.)	Sri Madhusudhan Prasad, IAS(Retd.)
Address	Flat no. 1-081, Vedanta, Gurugram-Sector 108, Harayana- 122001	M-11, Green Park Main, New Delhi- 110016
E-mail	gautamsen1976@gmail.com	mprasad23@gmail.com


General Manager (HRD)
Kalyan Bhawan, BCCL

CC:

1. D(T)OP / D(T)P&P / D(F) / D(P) / CVO.
2. Shri Gautam Sen, IDAS (Retd.), Flat No. 1-081, Vedanta, Gurugram-Sector 108, Haryana-122001.
3. Shri Madhusudan Prasad, IAS (Retd.), M-11, Green Park Main, New Delhi- 110016.
4. TS to CMD - for kind information of CMD.

Distribution through e-mail:

1. Executive Director (Safety), CIL
2. GM(Co-ordn)/ GM (S&R)/GM (CMC)/GM(Civil)/GM, Barora Area/HOD(Fin)/GM(Estate)
3. All GMs of the Areas including Washery Zones for wide circulation through display on the Notice Boards.
4. GM (Contract Management Cell), CIL/WCL/SECL/NCL/MCL/ECL/CCL.
5. GM(P-Admn) with a request to display NIT in Koyla Bhawan Notice Boards.
6. Shir R B Roy, Chief Manager (Min)/HRD; Shri Kishore Yadav, Sr. Manager (Min)/(S&R)
7. Sri R.K. Choubey, Sr.DEO/ Sri Bholanath Banerjee, Jr.DEO CMC Dept. through GM (CMC)- to display this Notice in BCCL Website
8. NIC Help Desk, Level-V, KoylaBhawan - Service Provider for e-tendering.
9. Empaneled Bidders (7 Nos.)

