

**COAL INDIA LIMITED**  
**(A Government of India Enterprise)**



*महारत्न कंपनी*  
*A Maharatna Company*

Notice for Inviting  
**REQUEST FOR QUALIFICATION**

**FOR**

**SHORTLISTING OF PROSPECTIVE AGENCY (IES) FOR EMPANELMENT  
FORUPGRADATION & MODERNIZATION OF VTCs AND DESIGNING AND  
IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME**

**RFQ Document No.:** CIL/GMSNR/2022/Tender/VTC/ 3020    **Dated** 29-03-2022

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## 1.0 Introduction

- 1.1 Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. CIL 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.
- 1.2 CIL Produces around 83% of India's overall coal production. In India where approximately 57% of primary commercial energy is coal dependent, CIL alone meets to the tune of 40% of primary commercial energy requirement. The share of coal is expected to remain high at 48-54% till 2040 and accounts for 76% of total thermal power generating capacity of the Utility sector. CIL further operates 13 coal washeries, (11 coking coal and 2 non-coking coal).
- 1.3 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. CIL 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 Mahanadi Coalfields Limited (MCL) and one mine planning and consultancy company that is Central Mine Planning & Design Institute (CMPDI). In addition, CIL 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 CIL.
- 1.4 CIL plans 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 CIL (hereinafter referred to as the “**Project**”). These centers shall act as Safety Excellence Centers (SECs) for CIL and its subsidiaries. Parties who are interested and willing to be associated with CIL for the said project are invited to submit their Request for Qualification (RFQ). The project is envisaged to be implemented across all the subsidiaries of CIL.
- 1.5 CIL intends to engage an internationally or domestically recognized player who shall bring in best practices for management and operations of the project and provide global perspectives on industry benchmarks, ensure knowledge transfer of best practices in safety and enable state of the art technology implementation for development of a world class safety-oriented skill development facility.
- 1.6 The purpose of this RFQ is to shortlist potential players amongst the applicants of this RFQ (hereinafter referred to as the “Applicant”) for empanelment for the proposed Project. The players shortlisted for empanelment through this RFQ process shall be considered in the next stage of selection. CIL shall shortlist prospective players for empanelment as per the criteria detailed in this RFQ based on responses received from the Applicants of this RFQ.
- 1.7 Subsequent to the empanelment of the Agency(ies), CIL may evaluate and conduct appropriate bidding mechanism amongst the empaneled Agency(ies) only, for

- selection of Agency(ies) for each of subsidiaries' projects. Details of the concerned project and requirements for selection will be specified by CIL during the subsidiary-specific bidding process. CIL will have the discretion to follow different bidding approaches for each subsidiary based on the specific requirements as may deemed fit by CIL.
- 1.8 Post empanelment process, the Applicant shall have the option to bid for subsidiary-wise projects. The number of such projects for each subsidiary shall be decided by CIL at subsequent to empanelment of the Agency(ies).
- 1.9 *“Shortlisted/empanelled players shall have to participate in the Request for Proposal (RFP) process for final selection of the Agency(ies) from amongst the shortlisted/empanelled players. The Agency(ies), while bidding for the subsidiary-specific projects shall be required to bid on unit basis, such as training man days, man-hours or any other unit which may be specified at the time of the RFP process to bring parity in the bidding process.”*
- 1.10 After completion of this RFQ process, CIL possesses the right to empanel any new Agency(ies) as may be deemed suitable by CIL.

## 2.0 About the RFQ

- 2.1 The statements and explanations contained in this RFQ are intended to provide a better understanding to the Applicants about the subject matter of this RFQ and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency(ies) as may be specified in the tendering process or any subsequent agreement later on; or CIL's rights to amend, alter, change, supplement or clarify the scope of work and obligations of the Agency(ies), or the terms herein contained. Consequently, any omissions, conflicts or contradictions in this RFQ are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by CIL.
- 2.2 The issuance of this RFQ does not imply that CIL is bound to select and shortlist any or all the prospective Agency(ies). Even after selection of suitable prospective Agency(ies), CIL is not bound to proceed ahead with the Project and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
- 2.3 CIL shall receive submission pursuant to this RFQ in accordance with the terms set forth in this RFQ, and all Proposal shall be prepared and submitted in accordance with such terms on or before the date specified in this document for submission of RFQ.
- 2.4 The expected scope of the Agency(ies) and the obligations of CIL, eligibility criteria for shortlisting of Agency(ies) and instructions to the applicants of this RFQ are detailed in the ensuing chapters of this RFQ.
- 2.5 For detailed profile of company and past financial results, Applicants may visit the CIL website: <https://www.coalindia.in/>

## 3.0 Proposed Scope of Work

### 3.1 Outline of scope of work for the Agency:

The indicative scope for the Agency shall include (but not limited to) the following. The scope shall be finalized once CIL goes for tendering for Agency(ies) selection.

- a) Development of the project within the stipulated timeline as specified during the tendering stage along with electrical appliances and fittings (including but not limited to, power back-ups, surge protectors, lightning arrestors, air conditioners etc.), furniture (including but not limited to, ergonomic seating, desks etc.), connectivity & basic surveillance systems for general purposes.
- b) Deployment of suitable simulators along with designing and implementation of simulator-based training of mining machineries, hazardous conditions and events, emergency response, mechanical and electrical operations.
- c) Deployment of relevant and suitable infrastructure to facilitate smart classroom training including but not limited to smart boards, audio/video facilities, etc. CIL envisions smart classrooms to enable remote training facilities among other applications of the infrastructure.
- d) Designing and implementation of interactive e-learning modules covering learning outcomes as defined in conjunction with CIL management of the subsidiary-wise projects at the time of tendering process.
- e) Provision of amendment, addition, deletion of modules based on relevance as per statutory requirements, technological advancements etc.
- f) Implementation of skill assessment through state-of-the-art technology and methods, including but not limited to, design of pre & post-training/skill gap assessment relevant to specific functions of the manpower, installation of suitable infrastructure and undertaking assessment.
- g) Installation of suitable state-of-the-art visual training/demonstration aids, physical models and other suitable fixtures and fitments with intention to display safety-oriented awareness communications and upskilling in relevant Standard Operating Procedures (SOPs).
- h) Maintaining training records, identification of training needs and scheduling batch-wise training for manpower in conjunction with CIL management.
- i) Organizing 'Train the Trainer' (TTT) modules and other safety culture development programs for internal trainers of CIL.
- j) Feedback on industry best practices, new technology developments and identification of scope for upgradation of the Safety Excellence Centers (SECs), in collaboration with CIL.
- k) Comprehensive operation & maintenance of all the components of the projects for a period of at least five (5) years from the date of successful commissioning of the projects. Manpower deployed for the projects shall be suitably qualified to assist statutory trainers and officials of CIL in all aspects of operation of the projects.
- l) Maintaining records for audit purposes.

### **3.2 Obligations of CIL:**

CIL shall provide infrastructures such as buildings, rooms, electrical power supply source and water supply source for each of the project locations. Any other support required from CIL may be explicitly mentioned in the Annexure-9, which may be considered by CIL management post deliberation on parity with other applicants.

### **3.3 Tentative Locations of Subsidiary-wise Projects:**

The project locations shall be specified during the subsequent tendering process under the jurisdiction of the following subsidiaries:

- a) Mahanadi Coalfields Limited (administrative headquarters at Sambalpur, Odisha).
- b) South Eastern Coalfields Limited (administrative headquarters at Bilaspur, Chhattisgarh).
- c) Central Coalfields Limited (administrative headquarters at Ranchi, Jharkhand).
- d) Western Coalfields Limited (administrative headquarters at Nagpur, Maharashtra).
- e) Northern Coalfields Limited (administrative headquarters at Singrauli, Madhya Pradesh).
- f) Eastern Coalfields Limited (administrative headquarters at Sanctoria, West Bengal).
- g) Bharat Coking Coal Limited (administrative headquarters at Dhanbad, Jharkhand).

3.4 Detailed scope of work and locations for subsidiary-wise projects shall be specified by CIL during the subsequent tendering stage for selection of the Agency(ies).

## 4.0 Eligibility Criteria for Submission of RFQ

4.1 RFQ of the Applicants meeting the following eligibility criteria shall only be shortlisted by CIL for the next stage of selection process. The Applicant shall be liable to disqualification if it has made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures required in the RFQ.

### 4.2 General Eligibility Criteria:

- a) *“The Applicant shall be an entity or a consortium of entities. In case of consortium of entities at least any one entity shall be a corporate body incorporated in India under the Companies Act, 2013 and its amendments thereof or any relevant law in India prior thereto, as applicable. A maximum of three Agencies shall be allowed in case of a consortium, out of which, ‘one Agency incorporated in India under the Companies Act, 2013 and its amendments thereof or any relevant law in India prior thereto, as applicable’, must be identified as the Lead Agency/Partner.”*
- b) *“The Applicant entity or consortium of entities should be eligible to participate in the public procurement process in India and should not be a restricted entity in line with the guidelines set by Ministry of Finance, Department of Expenditure, Public Procurement Division, **on subject ‘ Restriction under rule 144 (xi) of the General Financial Rules (GFRs), 2017’** ( in respect of bidders from a country which shares land border with India) , vide Memo Number F.No.6/18/2019-PPD dated 23.07.2020, as amended by the Government of India from time to time.”*
- c) The Applicant entity or entities (in case of a consortium) must be in existence for a minimum period of last three (3) consecutive financial years (FY19, FY20 & FY21) just preceding the financial year in which the application has been submitted. The immediate or ultimate holding company or parent company or any group company of the applicant(s) herein referred to as “Applicant Group”, may be considered for eligibility under this clause.
- d) The Applicant entity or entities (in case of a consortium) shall not be under corporate insolvency resolution process, liquidation or similar proceedings under the Companies Act, 2013 and its amendments thereof or any relevant law in India prior thereto, as applicable.
- e) The Applicant entity or entities (in case of a consortium) must have PAN, GSTIN and Provident Fund registration (wherever applicable).
- f) The Applicant entity or entities (in case of a consortium) should not be currently debarred or blacklisted by any of the Central or State Governments / Government Department / PSU / autonomous organizations / multilateral donor institutions. It should not have employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences. Director(s)/Owner(s)/Proprietor/Agency(ies) of the Applicant entity/entities should not have been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation





to business dealings with the Government of India or State Governments or CIL  
or CIL's subsidiaries during the last five (5) years.

#### 4.3 Technical Eligibility Criteria:

- a. *The Applicant or Applicant Group should have successfully developed, maintained and operated 'excellence centres or part thereof', related to safety or training in the mining and/or metal and/or oil & gas sector(s) covering facilities such as simulator-based training infrastructure, interactive e-learning modules, skill assessment facilities or similar facilities related to skill development . The Applicant or Applicant Group should have operated such centres for a period of at least one year before last day of calendar month preceding the month covering last date of submission of bid of present RFQ and its employees should have not less than a combined experience of 50 years in management or delivery of similar projects.*

**OR**

- b. *The Applicant or Applicant Group should have upgraded, maintained and operated 'vocational training centres or part thereof', in the mining and/or metal and/or oil & gas sector(s) with advanced facilities such as simulators, skill assessment facilities, interactive e-learning modules or similar facilities related to skill development. The Applicant or Applicant Group should have operated such centres for a period of at least one year before last day of calendar month preceding the month covering last date of submission of bid of present RFQ and its employees should have not less than a combined experience of 50 years in management or delivery of similar projects.*

**OR**

- c. *The Applicant or Applicant Group should have developed, supplied ,commissioned simulator(s) for simulator based training in the mining and/or metal and/or oil & gas sector(s) and maintained the same for a period of one year under warranty or otherwise before last day of calendar month preceding the month covering last date of submission of bid of present RFQ. The Applicant or Applicant Group should have employees with not less than a combined experience of 50 years in management or delivery of similar projects.*

#### **Note to Technical Eligibility Criteria:**

- *In case of a consortium, the collective experience of all The Applicant or Applicant Groups shall be considered. The documentary evidence produced against relevant experience as defined in the technical eligibility criteria of this RFQ should be with respect to work orders issued exclusively to any of the consortium members or to the same consortium who submitted the bid against the present RFQ.*
- *Excellence centres, for the purpose of consideration of eligibility, can be defined as centres or institutes, or part thereof, having facilities like skill assessment & development, demonstration of technology & best practices, simulator-based training facilities, provision for e-learning etc. or similar facilities related to skill development.*

*The Applicant or Applicant Group shall furnish details of projects undertaken in the formats given in Annexure-7 along with the following documents as documentary evidence:*

1. *Acknowledgement / Certificate from customer / client for successful execution of work / contract for period of one year before last day of calendar month preceding*



*the month covering last date of submission of bid of present RFQ . If the Applicant or Applicants Groups cites any ongoing work / contract for eligibility under the conditions of this RFQ, acknowledgement / Certificate / equivalent from customer/client may be submitted certifying that the ongoing jobs/ projects is under implementation for a period of at least One year before last day of calendar month preceding the month covering last date of submission of bid of present RFQ .CIL reserves the right to verify document(s) submitted as above.*

*The acknowledgement / certificate shall contain following information:*

- *Scope and/or terms of reference of awarded works/projects*
- *Date of award of work for installation of Project.*
- *Date of commissioning of Project with period of execution.*

**Or**

*In case the applicant is not in a position to submit the performance certificate from customer/client against a supply order / work order, a copy of such supply order/work order should be submitted along with self-certification and proof of payment against executed work. CIL reserves the right to verify self-certification/proof of payment.*

*Any of the following documents shall serve the purpose of “proof of payment”*

- a) *Self-attested copy (ies) of Invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook. In case of payment amount being less than the invoice amount, a statement by the bidder (supplier) explaining the reason(s) for deductions.*
- b) *Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority giving the details of invoices(s) and payment and deductions, if/any.*
- c) *Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self-attested copy (ies) of invoice (es), where applicable.*
- d) *Self attested copy of the Certificate issued by a Chartered or Cost accountant giving the details of the Invoice (s) and payment and deduction(s) if any.*

2. *Self-attested copy of Work Order(s) or Contract(s).*

#### **4.4 Financial Eligibility Criteria:**

- a) The Revenue from Operations of the Applicant as per the audited financial statements in any of last three financial years (FY 2019, 2020 and 2021) shall be greater than INR 10 Crores. If audited financials of FY 2021 are not available, then audited financials of FY 2018, 2019 and 2020 shall be considered.

**Explanation:** Revenue from Operations here means the Operating revenue that a company generates from its primary business activities and it shall not include other income of the Applicant.

**AND**

- b) The Net Worth of the Applicant as per the latest audited balance sheet should be positive.

**Explanation:** Net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited financial statements, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

**Note to Financial Eligibility Criteria:**

- If the Applicant entity does not meet the Financial Eligibility Criteria, then consolidated financials of the immediate or ultimate holding company of the Applicant entity can be used to fulfil the Financial Eligibility Criteria. Holding Company in relation to the Applicant shall mean any company that exercises or controls more than 50% of the share capital of the Applicant or controls the composition of board of directors of the Applicant.
- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Revenue from Operations in INR converted in accordance with the reference rate of the Reserve Bank of India (published on its official website) as of the last date of the relevant financial year. In the event, the Reserve Bank of India did not publish the reference rate for such date with respect to any currency in which the financial statements are recorded for any Applicant, such Applicant will be required to specify the aforesaid amounts in INR converted in accordance with the currency conversion rate last published by the Reserve Bank of India in such financial year.
- Financial year here means the period of 12 months for which the annual accounts of the entity is being prepared.
- In case of a consortium, the financial eligibility criteria of Revenue from Operations as per clause 4.4 (a) shall be satisfied by any of the consortium Parties.
- Net worth as per clause 4.4 (b) of all the parties in case of consortium shall be positive.
- The criteria in clause 4.4 (a) is applicable for Agency(ies) for awarding of 1 (one) project. If any empanelled Agency(ies) qualifies for awarding of more than 1 (one) project based on subsequent tendering process, the financials considered under clause 4.4(a) shall be multiples of INR 10 Crores according to the number of projects, i.e., in case, if an empanelled Agency(ies) qualifies for awarding of 2 (two) projects based on subsequent tendering process, the Revenue from Operations of the Applicant in any of the last three financial years shall be greater than INR 20 Crores and so on.

**4.5 Documentary Evidence**

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Self-attested copy of documents mentioned below must be submitted along with application as documentary evidence:

- i) *Audited Financial Statements or **certificate from auditor** for the last three financial years just preceding the financial year in which the application has been submitted (FY19, FY20 & FY21) in support of Financial Eligibility. If audited financial of FY 2021 are not available, then audited financial of FY 2018, 2019 and 2020 shall be provided by the Applicant along with provisional financial of FY 2021 (if available).*
- ii) GSTIN Registration (or any other relevant document in case the entity is incorporated outside India)
- iii) PAN Card (or any other relevant document in case the entity is incorporated outside India)
- iv) Certificate of Incorporation from Registrar of Companies in case applicant is a company. (or any other relevant document in case the entity is incorporated outside India)
- v) A declaration certifying the net worth as per criteria mentioned in clause 4.4
- vi) Registered Partnership Deed in case applicant is a Partnership firm.
- vii) P.F. Registration Certificate. (if applicable)

In case of a consortium, the above documents (i) to (vi) should be furnished for each Agency of the consortium.

- viii) In case of a consortium, the Applicant shall furnish a Memorandum of Understanding as a documentary evidence for formation of the consortium.
- ix) Covering letter as per Annexure-1
- x) The information about the Applicant should be furnished as per format provided in Annexure-2.
- xi) Undertaking as per Annexure-3
- xii) Declaration on blacklisting / banning should be furnished as per format provided in Annexure-4.
- xiii) Power of Attorney as per Annexure-5 backed by copy of Board Resolution
- xiv) Power of Attorney as per Annexure-6
- xv) Details of Technical Capacity as per Annexure-7
- xvi) Details of Financial Information as per Annexure-8
- xvii) Suggestion on Proposed Scope as per Annexure-9
- xviii) The format for Pre-Contract Integrity Pact (as per Annexure-10) should be initialled by the Applicant.
- xix) Work Order/Supply Order for the works/contracts( Clause 4.3)
- xx) Acknowledgement/certificate from customer/client for successful execution of work/contract or self certification alongwith proof of payment.

## 5.0 Instructions to the Applicants

5.1 This section on 'Instructions to the Applicants' should be read in conjunction with the other parts of this RFQ document. Although details presented in this section have been compiled with all reasonable care, it is Applicant's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between the stipulations contained in this section and other parts of this Application document. No dispute or claims shall be entertained on this account. Preparation of the Application is the responsibility of the Applicant and no relief or consideration can be given for errors and omissions.

### 5.2 Obtaining the Application Documents:

- a) A complete set of RFQ Documents may be downloaded free of cost by any interested applicant from CIL's website (<https://www.coalindia.in/tenders/>).
- b) Interested parties should download the complete document and read carefully before filling the details and submitting the requisite documents.

### 5.3 Requirements for Participation in e-Tender

- a) The Applicant will have to submit the Application online at CIL's e-Tender Portal (<https://coalindiatenders.nic.in>). Offline submission will not be acceptable.
- b) In order to submit the online Application on CIL's e-Tender portal, the Applicant should meet the following requirements:
  - a. Personal computer connected with the internet (for details, please visit the home page of CIL's e-Tender portal (<https://coalindiatenders.nic.in>))
  - b. It will be the Applicant's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Applicant's premises to access the e-Procurement portal. Under no circumstances, CIL shall be liable to the Applicants for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement portal or internet connectivity failure.

### 5.4 Online enrolment / registration with CIL's e-Procurement Portal

- a) The interested Applicant should enroll / register himself at the CIL's e-Tender Portal (<https://coalindiatenders.nic.in>) in order to participate in the application process.
- b) Online enrolment/registration of the Applicants on the e-Tender portal is free of cost and one-time activity only. The registration should be in the name of the Applicant in its own style and name. In case of consortium, registration should be made in the name of Lead Agency/Partner of the consortium. Digital Signature Certificate (DSC) holder, who is registered on behalf of the Applicant for submitting the Applicant documents, under his digital signatures in the e-Tender portal must be Applicant's duly authorized person, with valid DSC as per clause below. It shall be the responsibility of the Applicants to ensure that they get registered with the CIL's e-Tender portal well in advance and download the



Applicant document before the last date and time for the same.

- c) Digital Signature Certificate (Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (CCA) and which can be traced up to the chain of trust to the root certificate of CCA.

### **5.5 Help for Participating in e-Tender**

- a) The detailed method for participating in the e-Tender is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Tender portal. The Applicants may also seek help from the help-desk on 24x7 Toll Free No. 0120-4001 002, 0120-4001 005, 0120-6277 787 and additional mobile nos. +91- 9800262930. All queries will be answered in English / Hindi only.

### **5.6 Contents of the Application**

- a) The language for submission of Application for Empanelment shall be English.
- b) The person signing the application and submitting on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same as per format provided in Annexure-5. The Power of Attorney shall be backed by copy of the Board Resolution of the Applicant Entity or Lead Agency of the consortium.
- c) In case of a consortium, the Partner shall nominate one Partner as the lead Partner. The nomination shall be supported by a Power of Attorney as per format provided in Annexure-6.
- d) The information furnished with the Application for Empanelment must be sufficient for processing and assessment. CIL holds the right to reject any Application in case the information furnished in the Application is incomplete or inadequate.
- e) The enclosed attachments shall be filled in completely and wherever not applicable it should be written as “Not Applicable”. Applicants should furnish the required information and desist from writing “shall be furnished later” or submitting the blank form.
- f) In case the Applicant intends to give additional information for which specified space in the given attachment is not sufficient, it can be furnished by additional sheets.
- g) All the pages of the RFQ and attachments should be signed and corrections and over writings should be countersigned by the authorized signatory.
- h) Applicants are required to digitally sign each page of this RFQ Document and submit the same along with their Application as a confirmation of acceptance this RFQ Document.
- i) The Applicant should submit an undertaking as per Format provided in Annexure-3.
- j) CIL reserves the right to cross check and confirm the information / details furnished by the Applicant at any time during the period of this tendering process. Any information / data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the



tendering / taking up of work in CIL.

- k) All costs incurred by Applicant for preparing and submitting the Application for RFQ, in providing clarification or any other expenses whatsoever shall be borne by Applicants themselves, regardless of the conduct or outcome of the RFQ process.

#### **5.7 Online Submission of Applications**

- a) The Applicant will submit his application online at CIL e-Tender Portal (<https://coalindiatenders.nic.in>) after carefully examining the documents.
- b) The application shall be submitted through e-tender mode. No offline submission shall be acceptable.
- c) Applicant may note that mere submission of filled RFQ and/or submission of additional information do not automatically entitle him to claim for shortlisting for subsequent process. CIL at its sole discretion may invite or modify or annul the process without assigning reason whatsoever.
- d) Applicants to further ensure that documents uploaded is being downloaded properly. CIL shall not be responsible for corrupted files, if any, uploaded online. Further file related to particular Attachment/Schedule including their annexures, if any, shall be given name of that Attachment/Schedule only.
- e) Applications shall be hosted/ uploaded on the system as per timelines and the schedule specified on the tender notification.

#### **5.8 Deadline for Submission of Applications**

- a) Applications must be submitted online no later than the time and date stated in the Schedule in Clause 5.14.
- b) CIL may, at its discretion, extend this deadline for submission of applications by amending the RFQ document in accordance with Clause 5.10, in which case all rights and obligations of CIL and Applicants will thereafter be subject to the deadline as extended.

#### **5.9 Clarifications sought by the Applicant:**

- a) The Applicant can seek clarifications on any matter pertaining to this Applicant document by submitting its queries online on the e-Tender portal within the timeline specified in Clause 5.14.
- b) CIL will upload its reply to the clarifications on the e-Tender portal.

#### **5.10 Amendment to the RFQ document:**

- a) At any time prior to the deadline for submission of RFQ, CIL may, for any reason, whether at its own initiative, or in response to a clarification requested by any Applicant, amend the RFQ document.
- b) The amendments will be uploaded on the website of CIL. The amendments will be binding on the Applicants and it will be assumed that the information contained therein have been taken into account by the Applicant in its RFQ.
- c) In order to afford prospective Applicants reasonable time in which to take the

amendment into account in preparing their response, CIL may, at its discretion, extend the deadline for the submission of RFQ.

- d) Applicants are advised to check regularly CIL e-Tender Portal for updates.

#### 5.11 Opening of Applications:

- a) The submitted RFQ will be opened by CIL on the pre-scheduled date and time specified in this RFQ.
- b) Applicant's attendance during the RFQ-opening at CIL Premises is not envisaged.
- c) Applications which are complete, complying and responsive to the requirements of the RFQ Document shall only be considered for evaluation.

#### 5.12 Clarifications sought by CIL at the time of Evaluation:

- a) *During the evaluation of the submitted RFQ, CIL may, at its discretion may seek clarifications /shortfall documents from bidders in regard to the information furnished by the Applicant in its RFQ including documentary evidence. For this purpose, one chance of 7x 24 hours duration shall be given to the bidders to upload these clarification / shortfall / confirmatory documents. The request for clarification shall be communicated to the bidder via the e-tender portal, asking the applicant/bidder to respond by a specified date. If the applicant/bidder does not comply or respond by the specified date, his application will be liable to be rejected.*

#### 5.13 Notification of Empanelment:

- a) CIL will evaluate the applications in line with the requirements specified in this RFQ document. Upon meeting the Eligibility Criteria and other requirements of this RFQ empanelment documents, CIL will notify the successful Applicants by uploading the result on CIL's e-Tender portal.

#### 5.14 Schedule:

- a) A summary of the proposed schedule for this RFQ is shown below. CIL reserves the right to amend the RFQ process and amend the schedule at any stage.

Event	Date / Time
Issuance of RFQ document	April 1, 2022
Last date and time for submission of queries / request for clarifications by the Applicants (Clause 5.9)	April 14, 2022 (IST 14.00 hrs)
Last date and time for downloading the RFQ document by the Applicants	April 21, 2022 (IST 17.00 hrs)
Last date and time of submission of RFQ by Applicants	April 21, 2022 (IST 17.00 hrs)
Date and Time for opening of RFQ responses by CIL	April 22, 2021 (IST 11.00 hrs)

Note: The last date and time for receipt of submission as stated above shall be considered as per the time stamp in the servers of CIL. CIL shall not be responsible for any delays on the part of Applicant.

#### 5.15 Period of Empanelment:

- a) This empanelment shall be valid for a period of two (2) years from the date of Empanelment with provision for further extension up to two years.



**5.16 Cancellation of Empaneled Contractors:**

- a) The Empanelment of Contractors shall be cancelled by CIL in case the contractual, commercial, technical or statutory performance of the Contractor do not meet the project specific stipulation, or in case of abandoning of allotted work, or delay in completion of work and handing over of fronts to other agencies by the Contractor, or Contractor's bankruptcy or Contractor's activities detrimental to the interest of CIL. The decision of CIL in this regard shall be final and binding on the Contractor.
- b) In case of change of name of the Empaneled Applicant without change of constitution/Agency(ies), the same shall be intimated along with proof of such change to CIL immediately but in no case later than thirty (30) days from the date of such change occurs failing which the Empanelment of Agency/Contractor by that name shall be cancelled.

**5.17 Right to Accept or Reject Application:**

- a) Notwithstanding anything contained in this RFQ, CIL reserves the right to accept or reject any RFQ response or annul the process or reject all RFQ at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons.

**5.18 Contact Details:**

<b>Tender inviting authority</b>	<b>Contact Person(s) / Tender Dealing Officer(s)</b>
General Manager(Safety & Rescue), Safety & Rescue Division, CIL	1. Mr. Bikram Das, Chief Manager (Mining), Safety & Rescue Division, CIL email: <a href="mailto:bdas.cil@coalindia.in">bdas.cil@coalindia.in</a> Mob: +91-8902495442 Landline (Off): 033-71104613

**5.19 Corrupt or Fraudulent Practices:**

- a) CIL requires that Applicants observe the highest standard of ethics during the RFQ process. In pursuance of this policy, CIL:
  - i. Defines, for the purposes of this provision, the terms set forth below as follows:
    - “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CIL, and includes collusive practice among Applicants (prior to or after submission of RFQ) and to deprive CIL of the benefits of free and open competition;
  - ii. will reject an RFQ response if it determines that the Applicant has engaged in corrupt or fraudulent practices;



- iii. will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices.
- b) Interested party, Applicant or bidder means the entity participating or intending to participate in this process, namely, RFQ: SHORTLISTING OF PROSPECTIVE AGENCY(IES) FOR EMPANELMENT FOR UPGRADATION & MODERNIZATION OF VTCs AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME, as the case may be, shall respectively be referred as Applicant or Bidder.
- c) Applicable Law and Jurisdiction: This RFQ document shall be construed in accordance with the applicable laws of India. The Courts at Kolkata shall have exclusive jurisdiction in any proceedings arising out of this document.

## 6.0 List of Annexures

**Annexure-1:** Covering Letter

**Annexure-2:** General information of the Applicant

**Annexure-3:** Format for Undertaking

**Annexure-4:** Declaration of blacklisting / banning

**Annexure-5:** Power of Attorney for authorized signatory

**Annexure-6:** Power of Attorney for Lead Agency of consortium

**Annexure-7:** Details of Technical Capacity of the Applicant Entity/Group

**Annexure-8:** Financial Information of the Applicant

**Annexure-9:** Suggestions on Proposed Scope

**Annexure-10:** Pre-contract Integrity Pact

## Annexure-1: Covering Letter

(On Applicant's letterhead)

Ref.:

Date:

Place:

To,

GM (Safety &  
Rescue)Coal  
Bhawan Premise No-  
04 MAR,  
Plot No-AF-III,Action Area-1A,  
Newtown, Rajarhat, Kolkata-700156  
PBX: 033 7110-4701  
Email: - [gmsnr.cil@coalindia.in](mailto:gmsnr.cil@coalindia.in) / [bdas.cil@coalindia.in](mailto:bdas.cil@coalindia.in)

**Subject:** Application for Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme

**RFQ Reference:** CIL/GMSNR/2022/Tender/VTC/ 3020 dated 29-03-2022

**eTender ID:** 2022\_CILHQ\_241280\_1

Dear Sir,

We hereby, submit our application for “**Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme**” in accordance to the Request for Qualification Document No. of Coal India Ltd. (CIL), hereinafter, referred to as RFQ Document, enclosed with this application.

We hereby confirm the following:

The application for “**Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme**” is being submitted by \_\_\_\_\_(Name of the Applicant Entity / Lead Agency of consortium) who is the Applicant in accordance with the conditions stipulated in the RFQ Document.

We \_\_\_\_\_(Name of the Applicant Entity / Lead Agency of consortium), as the Applicant, would be responsible for completion and performance of the anticipated Scope of Work.

We have examined in detail and have understood, and abide by, all the terms and conditions stipulated in the RFQ Document and in any subsequent communication sent by CIL. Our application for “**Empanelment of Agency(ies) for Upgradation & Modernization of VTCs**”

**and Designing and Implementation of Suitable Training Programme**” is consistent with all the requirements of submission as stated in the RFQ Document or in any of the subsequent communications from CIL.

The information submitted in our application for **“Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme”** is complete, is strictly as per the requirements as stipulated in the RFQ Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our said application. If any information, document or declaration submitted in/with our said application is found to be incorrect at a later date, we indemnify CIL against any loss due to this and CIL may take any action as deemed fit.

We hereby designate Mr./Ms. \_\_\_\_\_ (mention name and designation), as our Authorized Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Applicant etc. in respect of our application for **“Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme”**.

**Signed for and on behalf of**

**(Sign. & Seal of Authorized Signatory)**

Enclosures – As per the list of documents given below:

Sl. No.	Annexure as per RFQ Document	Description	Documents Submitted
1.	--	Signed copy of RFQ Document no. (as per <b>Clause 5.6</b> )	Yes/No
2.	Annexure-1	Covering Letter	Yes/No
3.	Annexure-2	General information of the Applicant	Yes/No
4.	Annexure-3	Format for Undertaking	Yes/No
5.	Annexure-4	Declaration of blacklisting / banning	Yes/No
6.	Annexure-5	Power of Attorney for authorized signatory	Yes/No
7.	--	Board Resolution as per <b>clause</b> Error! Reference source not found.	Yes/No
8.	--	Memorandum of Undertaking for consortium (as per <b>clause 4.2</b> )	Yes/No
9.	Annexure-6	Power of Attorney for Lead Agency of	Yes/No

RFQ: SHORTLISTING OF PROSPECTIVE AGENCY(IES) FOR EMPANELMENT FOR UPGRADATION & MODERNIZATION OF VTCs AND DESIGNING AND IMPLEMENTATION OF SUITABLE TRAINING PROGRAMME



		consortium	
10.	--	Self-attested copy of Audited Balance - Sheet and Profit & Loss Statement duly certified by Auditor for last three financial years just preceding the financial year in which the application has been submitted (as per <b>clause 4.2</b> )	Yes/No
11.	--	Self-attested copy of GSTIN Registration (as per <b>clause 4.2</b> )	Yes/No
12.	--	Self-attested copy of PAN Card (as per <b>clause 4.2</b> )	Yes/No
13.	--	Self-attested copy of Certificate of Incorporation from Registrar of Companies in case applicant is a company (as per <b>clause 4.2</b> )	Yes/No
14.	--	Self-attested copy of Registered Partnership Deed in case applicant is a Partnership firm (as per <b>clause 4.2</b> )	Yes/No
15.	--	Self-attested copy of P.F. Registration Certificate (as per <b>clause 4.2</b> )	Yes/No
16.	Annexure-7	Details of Applicant's experience	Yes/No
17.	--	Acknowledgement / Certificate from customer / client for successful execution of work / contract as documentary evidence for <b>Clause f</b> )	Yes/No
18.	--	Self-attested copy of Work Order(s) or Contract(s) as documentary evidence for <b>Clause f</b> )	Yes/No
19.	Annexure-8	Financial information of the Applicant	Yes/No
20.	Annexure-9	Suggestions on Proposed Scope	Yes/No
21.	Annexure-10	Pre-contract Integrity Pact	Yes/No



## Annexure-2: General Information of the Applicant

(On Applicant's letterhead)

<b>1</b>	<b>Applicant Entity Details</b>	
1.1	Nature of the Applicant	Single Entity / Consortium  (In case of a consortium, information for Sl. No. 1.2 to 1.15 should be furnished for each Agency of the consortium along with identifying the Lead Agency of the consortium)
1.2	Full Legal Name of Applicant's entity / Consortium Agency	
1.3	Legal Status of the Applicant's entity / Consortium Agency	Public Ltd. Co. / Pvt. Ltd. Co. / Partnership / Any other status as applicable
1.4	CIN	
1.5	Registration No.	
1.6	Year of Registration	
1.7	Registered Office Address	
1.8	Telephone Number	
1.9	Fax Number	
1.10	e-mail Address	
1.11	PAN	
1.12	EPF Registration No.	
1.13	ESIC Registration No.	
1.14	Principal Place of Business	
1.15	GSTIN	
<b>2</b>	<b>Details of Personnel authorized for signing application</b>	
2.1	Name	
2.2	Designation	
2.3	Address	
2.4	Mobile Number	



2.5	e-mail ID	
2.6	Does the application contain the Board Resolution / Power of Attorney / Authority Letter, which empowers the person or persons to sign the application?  If no, give reason(s)	Yes / No  Reason if answer is 'No'
<b>3</b>	<b>Details of Contact Person for Participation in Limited Tenders post-empanelment</b>	
3.1	Name	
3.2	Designation	
3.3	Address	
3.4	Mobile Number	
3.5	e-mail ID	
<b>4</b>	<b>Details of Personnel registered in CIL e-Tender Portal</b>  (The details provided here shall be verified from CIL e-Tender portal, i.e. <a href="https://coalindiatenders.nic.in">https://coalindiatenders.nic.in</a> )	
4.1	e-mail ID	
4.2	Name	
4.3	Designation	
4.4	Address	
4.5	Mobile Number	

**(Sign. & Seal of Authorized Signatory)**

**Note:** CIL reserves the right to seek additional documentary evidence from applicants in support of their respective statements.

The applicant may use additional page to furnish details if the space provided in this form is inadequate.





## Annexure-3: Format for Undertaking

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.10/- DULY NOTARIZED)

### AFFIDAVIT

I \_\_\_\_\_, the Authorized signatory of \_\_\_\_\_ (mention name of the Applicant Entity / Lead Agency of consortium and its complete address) do here by solemnly affirm and declare as under:-

1. That our Firm / Company i.e. \_\_\_\_\_ (mention name of the Applicant Entity / Lead Agency of consortium) has applied in response to the invitation of Application for Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme.
2. That our Firm / Company i.e. \_\_\_\_\_ (mention name of the Applicant Entity / Lead Agency of consortium) is eligible to submit the aforesaid application as it not is under liquidation, court receivership or similar proceedings.
3. That all the information, documents and declarations submitted in/with our application are correct to the best of our knowledge and understanding.
4. That we are eligible to participate in the public procurement process in India and we are not a restricted entity in line with the guidelines set by Ministry of Finance, Department of Expenditure, Public Procurement Division, vide Memo Number F.No.6/18/2019-PPD dated 23.07.2020, as amended by the Government of India from time to time.
5. That if any information, document or declaration submitted in/with our application, is found to be incorrect at a later date, we indemnify CIL against any loss due to this and CIL may take any action as deemed fit.
6. That the above conditions are true for other partners (*insert name*) in case the application is being made by a consortium of Agency(ies).

DEPONENT

### VERIFICATION

\*I/we \_\_\_\_\_ the above-named deponent do hereby verify that the contents of the aforesaid paragraphs are true and correct to the best of \*my/ our knowledge and belief and nothing is concealed there from.

Verified at \_\_\_\_\_ (place) this \_\_\_\_\_ Day of \_\_\_\_\_ 20 .

(\* Strike off whichever is not applicable)

DEPONENT



## Annexure-4: Declaration of Blacklisting / Banning

**(On Applicant's letterhead)**

- 1) We hereby declare the following:
  - a) We have not been Banned/Blacklisted as on date of submission of bid by any of the Central or State Governments in India / Government Department in India / Indian PSU / autonomous organizations in India / multilateral donor institutions.
  - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
  - c) Our Director(s)/Owner(s)/Proprietor/Agency(ies) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or CIL or CIL's subsidiaries during the last five (5) years.

- 2) We further declare as under:

That if any information / data furnished by us is found to be incorrect or false or misleading at any point of time, it would render us liable to be debarred from the Empanelment / tendering / taking up of work in CIL, and CIL shall have the full right to take any action as per applicable laws.

Signed for and on behalf of

(Sign. & Seal of Authorized Signatory)

Date:

Place:

## Annexure-5: Power of Attorney for Authorized Signatory

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.10/-  
DULY NOTARIZED)

Know all men by these presents, We, *[name of entity / Lead Agency of consortium and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr. / Ms.*[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/ retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, 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 Application for Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme for Coal India Ltd (the "Client") and its Subsidiaries, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of entity / Lead Agency of consortium]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in „yyyy“ format]*.

For *[name and registered address of entity / Lead Agency of consortium]*

*[Signature]*

*[Name]*

*[Designation]*

Witnesses:

1. *[Signature, name and address of witness]*

2. *[Signature, name and address of witness]*

Accepted

*[Signature]*

*[Name]*

*[Designation]*

*[Address]*

Notes:

3. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
4. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

## Annexure-6: Power of Attorney for Lead Agency of consortium

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.10/-  
DULY NOTARIZED)

*(To be executed by all Agency(ies) of the Consortium)*

Whereas Coal India Limited (the “Client”) has invited Application for Empanelment of Agency(ies) for Upgradation & Modernization of VTCs and Designing and Implementation of Suitable Training Programme.

Whereas, *[name of Party]*, *[name of Party]* and *[name of Party]* (collectively the “Consortium”) being Agency(ies) of the Consortium are interested in applying for the Empanelment in accordance with the terms and conditions of the Application document and

Whereas, it is necessary for the Agency(ies) of the Consortium to designate one of them as the Agency in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Application for the Empanelment.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, M/s. *[name of Party]* having our registered office at *[registered address]*, M/s. *[name of Party]*, having our registered office at *[registered address]*, and M/s. *[name of Party]*, having our registered office at *[registered address]*, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s *[name of Agency In-charge]*, having its registered office at *[registered address]*, being one of the Agency(ies) of the Consortium, as the Agency In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the Empanelment process and, in the event the Consortium is Empanelled, during the subsequent processes, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application for the Empanelment, including but not limited to signing and submission of all relevant documents and writings, accept the Letter of Acceptance, participate in Applicant’s and other conferences, respond to queries, submit information/documents, and generally to represent the Consortium in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Applicant’s Application for the Empanelment and/ or upon Empanelment thereof.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in „yyyy” format]*.

SIGNED, SEALED & DELIVERED

For and on behalf of

AGENCY IN-CHARGE by:

*[Signature]*

*[Name]*

*[Designation]*

*[Address]*

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

*[Signature]*

*[Name]*

*[Designation]*

*[Address]*

SIGNED, SEALED & DELIVERED

For and on behalf of

Third by:

*[Signature]*

*[Name]*

*[Designation]*

*[Address]*

In presence of:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



## Annexure-7: Details of Technical Capacity of Applicant Entity/Group

(On Applicant's letterhead)

**Details of the experience in development, upgradation and maintenance of safety training/excellence center project(s) executed by the Applicant:**

Sl. No.	Applicant Name	Name of Project /Works with ref no.	Client	Project Start Date	Period of contract ( in case project is ongoing ,same may be mentioned)	Scope /Terms of Reference for projects/Works
1						
2						
3						
	Add rows for more no. of projects					

Sl. No.	Applicant Name	Total number of Employees with Experience in Similar Project(s)	Total Combined Experience in Similar Project(s)
1			
2			
3			

(Sign. & Seal of Authorized Signatory)

Place:

Date:

**Note: The details provided here shall be used for assessing eligibility against criterion mentioned in clause 4.3. The applicant or applicant group shall provide copies of supporting documents as mentioned in clause 4.3.**

## Annexure-8: Financial Information of the Applicant

(On Applicant's letterhead)

Financial information of the Applicant as per clause 4.4 of the RFQ Document:

Financial Year	Revenue from Operations (INR Crore)	Net Worth (INR Crore)	Whether documentary evidence have been furnished in this Application as per clause 4.4 (Yes / No)

(Sign. & Seal of Authorized Signatory)

Place:

Date:

Note:

- The details provided here shall be used for assessing eligibility against criterion mentioned in **clause 4.4**.
- Revenue from Operations here means the Operating revenue that a company generates from its primary business activities and it shall not include other income of the Applicant.
- We declare that the net-worth computed above is as per **clause 4.4**, calculated on the basis of latest audited financial statement furnished by us.
- Net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited financial statements, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Revenue from Operations in INR converted in accordance with the reference rate of the Reserve Bank of India (published on its official website) as of the last date of the relevant financial year. In the event, the Reserve Bank of India did not publish the reference rate for such date with respect to any currency in which the financial statements are recorded for any Applicant, such Applicant will be required to specify the aforesaid amounts in INR converted in accordance with the currency conversion rate last published by the Reserve Bank of India in such financial year.





## Annexure-9: Suggestions on Proposed Scope

**(On Applicant's letterhead)**

Suggestions on proposed Scope of the Agency (refer clause 3.1 of this RFQ)	
Suggestions on proposed Obligation of CIL (refer clause 3.2 of this RFQ)	

**(Sign. & Seal of Authorized Signatory)**

Place:

Date:



## Annexure-10: Pre-contract Integrity Pact

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., 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, 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 BIDDERS 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:

## **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 partners, 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. 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.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(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.



c. 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.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractor(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 Foreign supplier shall be as per the provisions at Annexure- 1 of this document.

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

f. 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.

### **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 / 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 areasonable 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.”

#### **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 Earnest Money Deposit/ Bid Security.

(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.

#### **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 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".

### **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.

### **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.

### **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 so 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 Bids 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.

### **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.

### **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 partners.

(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.

### **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.

### **Section 12- Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction of High Court of Calcutta.

### **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) (For & On behalf of Bidder/ Contractor)



RFQ: SHORTLISTING OF PROSPECTIVE AGENCY(IES) FOR EMPANELMENT FOR  
UPGRADATION & MODERNIZATION OF VTCs AND DESIGNING AND IMPLEMENTATION OF  
SUITABLE TRAINING PROGRAMME

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(Office Seal)

(Office Seal)

Place.....

Date .....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)