



# **WESTERN COALFIELDS LIMITED**

**(REF NO:- EOI/2021-2022/01)**

**EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM  
NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON  
BOO (BUILD OWN OPERATE) BASIS AT MAJRI AREA, WESTERN  
COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA**

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## MASTER INDEX



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### MASTER INDEX

**NAME OF WORK: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE  
PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD OWN  
OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL),  
MAHARASHTRA, INDIA**

**REF NO: EOI/2021-2022/01**

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## EXPRESSION OF INTEREST



Ref No:- EOI/2021-2022/01

Date: 11.03.2022

(NON-COMMITTAL)

To

All Prospective Bidder(s)

**SUBJECT: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD OWN OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA**

Dear Sir,

### **1.0 Brief Back-ground:**

#### **Coal India Limited**

Coal India Limited (CIL), the state owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 84 mining areas spread over eight (8) states of India. CIL today is the single largest coal producer in the world. CIL is an apex body with seven wholly owned coal producing subsidiaries and one mine planning and Consultancy Company spread over eight provincial states of India. It has core competence across the entire gamut of the coal business value chain. The business domain includes exploration, planning and design of mines, coal mining operations, coal beneficiation and marketing. CIL meets around 42% of the nation's primary energy demand and caters 84% of the nation's coal requirement.

CIL having fulfilled the financial and other prerequisites was granted the Maharatna recognition in April 2011. It is 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.



## **EXPRESSION OF INTEREST**



CIL encompasses the whole gamut of identification of coal reserves, detailed exploration followed by design and implementation and optimizing operations for coal extraction in its mines. The subsidiary companies of CIL are:

1. Eastern Coalfields Limited (ECL), Sanctoria, West Bengal
2. Bharat Coking Coal Limited (BCCL), Dhanbad, Jharkhand
3. Central Coalfields Limited (CCL), Ranchi, Jharkhand
4. South Eastern Coalfields Limited (SECL), Bilaspur, Chhattisgarh
5. Western Coalfields Limited (WCL), Nagpur, Maharashtra
6. Northern Coalfields Limited (NCL), Singrauli, Madhya Pradesh
7. Mahanadi Coalfields Limited (MCL), Sambalpur, Orissa
8. The consultancy company is Central Mine Planning and Design Institute Limited (CMPDIL), Ranchi, Jharkhand.

### **Western Coalfields Limited (WCL)**

Western Coalfields Limited (WCL) is one of the eight Subsidiary Companies of Coal India Limited (CIL) which is under administrative control of Ministry of Coal. The Company incorporated under the Companies Act, 1956 has its registered office at Coal Estate, Civil Lines, Nagpur. WCL has been conferred "Miniratna" status on 15th March' 2007. It has mining operation spread over the states of Maharashtra (in Nagpur, Chandrapur & Yeotmal Districts) and Madhya Pradesh (in Betul and Chhindawara Districts). The Company is a major source of supplies of coal to the industries located in Western India in the States of Maharashtra, Madhya Pradesh, Gujarat and also in Southern India in the States of Andhra Pradesh, Tamil Nadu, and Karnataka. A large numbers of Power Houses under Maharashtra, Madhya Pradesh, Gujarat, Karnataka and Punjab - Electricity Boards are major consumers of its coal along with cement, steel, chemical, fertilizer, paper and brick Industries in these states.

Our Hon'ble Prime Minister, Shri Narendra Modi's vision is to use 100 Million Tonnes of coal for coal gasification by 2030.



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In view of above and further GOI's directive, for 100 Million Tonne Gasification of coal per annum for end use products like Ammonium Nitrate, ammonia, SNG and petrochemicals, Western Coalfields Limited (hereinafter referred to as "WCL") has identified a strategic location to set up Surface Coal Gasification based Ammonium Nitrate plant having capacity of 2000 MTPD by utilizing coal from WCL mines in unexcavated land near Juna Kunada OCM, Majri Area located in Bhadravati Tashil – Chandrapur district of Maharashtra for utilizing Coal as a basic raw material for the production of Ammonium Nitrate & other downstream products.

### Engineers India Limited (EIL)

WCL has appointed M/s Engineers India Limited (EIL) for the work to carry out various pre-project activities and providing pre-award consultancy services including preparation of BOO Tender for setting up of Surface Coal Gasification based Ammonium Nitrate Plant at Majri Area, Maharashtra, India.

## **2.0 BRIEF SCOPE OF WORK**

Owner (WCL) proposes to set-up a 2000 MTPD Ammonium Nitrate Plant via Coal Gasification route on Build-Own-Operate (BOO) basis.

The scope shall broadly cover the following - Design, Build, Own, Operate & Maintain Production Plant(s), transfer melt Ammonium Nitrate Product to Owner/storage in the proposed plant during its contracted period.

### **SALIENT FEATURES OF BOO CONCEPT**

Salient features and mode of development of the Surface Coal Gasification based Ammonium Nitrate Plant at Juna Kunada, Majri Area, WCL under Build-Own-Operate (BOO) are mentioned hereunder:



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### **FINANCING:**

Financing of the project shall be done as follows:

- a) Sole Bidder Route of bidding: 100% by the selected Bidder.
- b) Associate/ Consortium Route of bidding: At least 26% of the project by each Associate totalling to 100%

### **TECHNOLOGY & CAPACITY:**

The Surface Coal Gasification based Ammonium Nitrate Plant near Juna Kunada, Majri Area, WCL shall be built, owned and operated by the successful bidder i.e. BOO Processor who will enjoy the freedom of selection of technology [based on coal gasification technology, Ammonia synthesis process and Nitric Acid technology for production of Ammonium Nitrate (Melt)], type and design of the plant with zero effluent discharge & also operation and maintenance of the plant, subject to various statutory & regulatory provisions, as prevalent in India, environmental regulations and safeguards as per norms etc. The responsibility of obtaining various clearances will be of BOO Processor. Support and help from WCL may be provided, if required.

**The project may broadly comprise of the following plants and facilities (depending upon the technology proposed by the BOO Processor):**

- Coal Handling System including Crushing-Milling-Drying Unit
- Air Separation Unit
- Coal Gasification Including Purification unit
- Ash Handling
- Sulphur Recovery unit
- CO<sub>2</sub> Removal section
- Ammonia synthesis Plant along with storage & loading/unloading facilities
- Nitric Acid Plant along with storage & loading/unloading facilities
- Ammonium Nitrate Plant (2000MTPD) with storage & unloading for dispatch facility of melt Ammonium Nitrate
- Associated Offsite and Utilities Facilities



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- Plant/non-Plant buildings

### **Plant capacities:**

2000 MTPD or 660000 MTPA of Ammonium Nitrate.

### **Other Details:**

- End Product: Ammonium Nitrate (Melt)
- Plant On Stream Days: 330

**ENVIRONMENT/ STATUTORY & REGULATORY CLEARANCES** Obtaining all necessary statutory/ regulatory and other clearances etc. prevalent in the country including Environment Clearance, CTE/CTO shall be the responsibility of BOO Processor. WCL shall give necessary assistance/support to BOO Processor in this regard and be involved actively in the process as necessary.

The compliance of EC regulations and other statutory & regulatory clearances during the entire period of contract or extension, if any, shall be the responsibility of BOO Processor and for this purpose, any information/data required from WCL, if available, will be provided to the BOO Processor.

The BOO Processor has to ensure that all facilities to be constructed shall comply with the Rules and regulations applicable as per authorities of Govt. of India, the State Government, Local Government & any other statutory authority. The BOO Processor shall also assist owner (WCL) to obtain necessary clearance(s) /approval(s) from various Indian Authorities as per Government regulations.

### **PRODUCT AMMONIUM NITRATE & THEIR DESPATCH**

The assured delivery of the product **Ammonium Nitrate (Melt)** of specified quality & quantity will be supplied by BOO Processor to WCL at designated delivery place (loading into dedicated tankers/any other transfer) at plant end. The marketing &



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despatch of **Ammonium Nitrate (Melt)** to the prospective consumers will be in the scope of WCL. However, most of the Ammonium Nitrate will be consumed internally by CIL subsidiaries as explosives.

Details regarding specifications of **Ammonium Nitrate (Melt)** are provided in **Annexure-4**

### **OWNERSHIP OF RAW COAL AND PRODUCTS (AMMONIUM NITRATE-MELT)**

Ownership of raw coal and its products (Ammonium Nitrate-Melt) shall remain with WCL. The BOO Processor shall process / convert the raw coal through gasification route, further to produce Ammonium Nitrate-Melt as a final product.

### **PROCESSING CHARGES**

WCL shall pay agreed “**processing charge**” to the BOO Processor. The processing charge is to be quoted by the bidder in terms of per metric tonne of Product Ammonium Nitrate-Melt during the tendering process, which will be initiated in due course.

The processing charges shall cover the cost of Receiving & storage of raw material, Sizing & crushing, processing & conversion to final product, Storage of products & delivery of products to the designated place, Handling & disposal of ash/slag of rejects, Operation & maintenance of Sub-Station, Operation & maintenance of pump house including mine water & bore well, and any other cost incurred by the BOO Processor for conversion of raw coal to product Ammonium Nitrate-Melt.

This processing charge shall consist of two parts viz. ‘base price’ and ‘taxes & duties’. Base price does not include taxes & duties. Taxes & duties shall be reimbursed separately to the BOO Processor.

## **2.2 PROJECT LOCATION, LAND, SOURCE OF RAW MATERIALS, UTILITIES & CLIMATE**





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### **2.2.1 Project Location:**

a. The proposed project site is under mine lease hold area of Juna Kunada Opencast Mine and Chargaon OC Mine (abandoned pits) located in Bhadravati Tehsil, Chandrapur district of Maharashtra. It comes under Majri Area of Western Coalfields Limited (WCL). The proposed site is at a distance of 8.0 Km from Bhadravati & 32 Kms from Chandrapur, which is well-connected with Central Railway Zone Lines of Indian Railways, as well as by the Nagpur-Chandrapur main Road. Nearest Railway Station is Bhandak at a distance of 8 km and Chandrapur at distance of 32 km. Babasaheb Ambedkar International Airport, Nagpur is the closest airport, which is 132 kms away. Nearest port is the Vishakhapatnam port which is 764 kms away.

b. **Land:** For construction of Surface Coal Gasification based Ammonium Nitrate Plant, WCL shall provide about 350 Acre of land (including green belt around the Plant premises and temporary coal storage site) free from all encumbrances at Juna Kunada OC Mine, Majri Area on lease rent basis. The lease rent is to be paid by BOO Processor at prevalent rate of WCL (to be provided in RFQ). The lease rent will be realised in advance on annual basis.

BOO Processor shall accommodate all the plant facilities including green belt within the earmarked area. All the facilities within the battery limit shall be operated & maintained by BOO Processor in addition to drawl of water from mine and disposal of ash / slag in disposal site, for which access will be provided by WCL.

WCL shall pay all taxes and impositions, as applicable in respect of the said land including the enhancement of rates and taxes payable either to the Panchayat/ Municipality/ Government.

### **2.2.2 Source of Raw Material and Utilities:**

WCL shall supply following raw materials and utilities etc. as required by the BOO Processor for production of Ammonium Nitrate.

#### **2.2.2.1 RAW COAL SUPPLY:**

The quantity & quality of Coal for the proposed project is envisaged as approx. 0.780 million tonnes per annum having size up to -100 mm & Ash content not



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exceeding 35%, (to be firmed up by BOO Processor) shall be supplied from Niljai Expansion (Deep) OC Mine, of Wani Area or any other mines of WCL.

The consumption of raw coal (specific consumption as quoted by Recommended Bidder, arrived upon NPV Method) will be **free of cost**. The penalty for additional consumption will be applicable equivalent to prevailing coal prices of WCL plus 20%.

The assured quality & quantity of raw coal on mutually agreed basis will be transported through road by WCL as per the Monthly Scheduled Quantity (MSQ) determined at the beginning of each year and receipt of the same by BOO Processor at the battery limit of plant end. The RFQ shall indicate a tentative monthly requirement for a typical year.

BOO Processor shall make necessary arrangements to receive the raw coal and further sizing/ crushing, processing. BOO Processor must assure storage capacity of at least 16000 metric tonne (i.e. 7 day requirement) of raw coal.

Raw coal shall be supplied by WCL from the linked mines throughout the year (excluding paid holidays which is currently 8 days) in all the three shifts. However, supply of raw coal on paid holidays may also be done on written request of BOO Processor, if possible. The plant shall run in all the 3 shifts with 7 days per week schedule round the year. Plant on stream days shall be 330.

As the transportation of raw coal is through road, initially weighment will be done by weighbridge at mine end to be provided by WCL. Suitable weighing arrangement at the plant end is also to be provided by the BOO Processor for weighment of raw coal, which will be monitored & authenticated jointly by BOO Processor & WCL.

The accuracy of the weighing system shall be for trading purposes as per BIS and duly certified by weights and measures authority.



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Calibration of all the different types of weighing system used in the project shall be carried out as per standard norms.

The raw coal analysis report is enclosed as Annexure-2 for reference.

### **2.2.2.2 Water:**

The total requirement of Water for the complex is envisaged to be approx.1270 m<sup>3</sup> /hr. (to be firmed up by BOO Processor). Water requirement during construction and operation of plant will be met from abandoned pit of Juna Kunada Opencast Mine which is located within 0.5 km from the battery limit of the plant or through bore wells located nearby. The BOO Processor has to make necessary arrangements for drawl of water from these sources for permanent requirement of water for operation of the plant, including required treatment facilities as deemed necessary.

For consumption of water (specific consumption as quoted by Recommended Bidder, arrived upon NPV Method), WCL will pay the charges to Govt. as per prevailing rates of Central Ground Water Authority under Ministry of Jal Shakti or any other statutory body. This water charges will be charged on the BOO Processor. Rate shall be indicated in the RFQ.

However, Penalty is applicable for additional consumption of water equivalent to prevailing rates of Central Ground Water Authority under Ministry of Jal Shakti or any other statutory body Plus 20%, which will be recovered from processing charges of BOO Processor.

The arrangements for Pumping facilities, pumps, pipelines and treatment /storage of treated water etc. will be under BOO Processor Scope. The consumption of water will be measured through flow meters (in compliance to CGWA) to be installed by BOO Processor. Obtaining of necessary Permissions from Govt. Authority will be the responsibility of BOO Processor. WCL will facilitate for obtaining the same.



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WCL shall provide the required right of way (if any) for drawl of water from the abandoned pit of Juna Kunada Opencast Mine during operation of the plant. Construction water shall be organised by BOO Processor on his own cost.

### **2.2.2.3 Power Supply:**

The electrical power requirement for the proposed project is envisaged to be around 36 MWh (specific consumption as quoted by Recommended Bidder arrived upon NPV method). The arrangements for transmission of power (132 KV) from Maharashtra State Grid up to the battery limit of BOO Processor will be made available by WCL. Establishment of Sub-Station & further distribution of electrical power to the plant & its facilities will be under BOO Processor's scope. Battery limit shall be defined in the RFQ.

The consumption of electrical power (arrived on specific consumption quoted by Recommended bidder) during the operation of the plant will be **free of cost**. However, penalty is applicable for additional consumption of electrical power equivalent to prevailing rates of State Electricity Board plus 20%.

Currently 11 KV power supply is available at adjacent of the complex which may be used for construction purpose on chargeable basis as per prevailing rates of State Electricity Board.

Irrespective of the above, suitable emergency power back up (DG Set) during construction & operation phase shall be arranged by BOO Processor.

### **2.2.2.4 Infrastructure:**

Residential facility shall be arranged by BOO Processor on his own. However on request, WCL may provide residential facility at Ekata Nagar (near to site) on chargeable basis if available. The Repair & Maintenance of Residential facility will be done by BOO Processor. All Required Infrastructure for the staffs of BOO Processor as well as construction workers shall be developed by BOO Processor.



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### **2.2.2.5 Climatic Conditions:**

The climate of the area is tropical in nature with a maximum temperature of 48°C recorded during summer and a minimum temperature of 8°C during winter. The average annual rainfall is 1350 mm.

### **2.3 DISPOSAL OF ASH/SLAG:**

The disposal of ash/slag or any other waste produced from the plant and further statutory compliances will be undertaken by the BOO Processor.

The disposal of ash/slag will be done by BOO Processor as per Statutory/Govt. norms at designated site to be provided by WCL. WCL shall provide the required right of way (if any) for Disposal of Ash and Slag at the designated site.

The disposal/monetizing of by-product shall be under BOO Processor's scope which may be done on mutually agreed terms and conditions. However no monetization of intermediate product is permitted. WCL may require provision to be made by the BOO Processor for future tapping and monetization of intermediate product by WCL.

### **2.4 Statutory Obligations**

The BOO Processor has to ensure that all facilities to be constructed shall comply with the Rules and regulations applicable as per authorities of Govt. of India, the State Government, Local Government & any other statutory authority. The BOO Processor shall also assist WCL to obtain necessary clearance(s) /approval(s) from various Indian Authorities as per Government regulations.

### **2.5 Labour Laws**

The BOO Processor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and deemed to include the same.

#### **Payment of the Wages and Provident Fund etc.**

The BOO Processor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum



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wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder as well as the recommendations of High Power Committee of CIL (if applicable) in respect of any employee or workman employed or engaged by him or his sub-contractor. The BOO Processor shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF & Allied Schemes and CMPF & Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952, as the case may be. The BOO Processor shall pay Bonus to the contract workers engaged by them as per the provisions of Payment of Bonus Act, 1965. The BOO Processor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws. The payment to the contractor's labourers has to be made through Bank only.

WCL shall have no responsibility towards any compensation payment to workmen nor any liability for employment.

### **HANDING OVER OF LAND & PLANT BY BOO PROCESSOR TO WCL**

After expiry of contract i.e. after 25 years of commercial operation or thereafter extended period on mutually agreed terms and conditions, BOO Processor will hand over the **land in original condition free from all encumbrances** within 1 year without any monetary claim.

### **3.0 Invitation for Expression of Interest (EOI):**

EIL invites "Expression of Interest" (EOI) from internationally reputed Bidders (including selection & tie-up with robust technology supplier by them) having the requisite experience as mentioned in this document and willing to provide their service for the proposed work of 2000 MTPD Capacity of Coal to Ammonium Nitrate (Melt), Project & related facilities on BOO (Build-Own-Operate) basis.



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This EOI is floated to study the market, obtain market feedback, identify potential BOO bidders and solicit inputs from interested parties to eventually come out with an RFQ which is transparent and aligned with the market inputs, so that several potential bidders are encouraged to participate and compete in the eventual bidding process.

The applicant is requested to go through the proposed Bidder Qualification criteria (BQC) attached as Annexure-1 and accordingly submit their EOI. We strongly encourage the Applicants to provide their inputs on the BQC and the Techno Commercial sections so that the eventual bidding process is made transparent & competitive.

Under the BOO Contract, the Processor shall be required to License (on his own or tie-up with Technology supplier), design, engineering, procurement, construction, commissioning and mobilize the required Equipment and Manpower to Construct the project along with associated facilities at site. BOO Processor shall Operate and Maintain the facilities for a period of 25 Years after installation, commissioning & issuance of Commercial Operation Date (COD) certificate. The Ownership of facilities and related equipment shall rest with the BOO Processor for the entire period of 25 years.

### **3.1 Time Schedule:**

Total Execution time period: 42 Months.

Mechanical Completion: 36 Months from zero date.

Commissioning: 42 Months from zero date.

- a) BOO Processor shall Operate and Maintain the facilities for a period of 25 Years after Contractual COD or actual COD, whichever is later.
- b) **COD** means completion of work up to first successful commercial operation. Date specified in the COD certificate, shall be considered as actual COD.
- c) Zero date: Shall be indicated in RFQ document.



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### **3.2 LANGUAGE OF EOI**

The EOI and all correspondence incidental and related to this EOI shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation(s), in which case, for purpose of interpretation of the EOI, English translation(s) shall govern. Responsibility for correctness of the translation(s) shall lie with the Applicant.

In case of foreign parties, if any of the documents submitted in support of meeting the requirements of this EOI are not in English language, then the original document along with English translation of the same duly certified, stamped and signed by Local Chamber of Commerce or respective Embassy shall be furnished.

### **3.3 COST OF BIDDING**

The Applicant shall bear all costs associated with the preparation or delivery of its EOI, participating in discussions etc. including costs and expenses related to visits to EIL's/Owner's office(s) and the site(s) if required. EIL/Owner will in no case be responsible or liable for those costs and expenses incurred by the Applicant regardless of the outcome of this EOI.

### **3.4 OWNER'S RIGHT TO ACCEPT/ REJECT**

EIL on behalf of Owner reserves the right to accept or reject any EOI and to annul the application process and reject all EOIs at any time without thereby incurring any liability to the affected parties or any obligation to inform the affected parties of the grounds for the Owner's action.

### **3.5 DEPOSIT OF BID SECURITY/ EMD (NOT TO BE SUBMITTED ALONG WITH EOI)**

The Bidder will have to make the payment of EMD through online mode only.

A Bidder shall be required to furnish, as part of its Bid, a bid security equal to [Rs. 20,000,000 (Indian Rupees twenty million)] (the "**Bid Security**"). The Bid Security can be deposited online on the e-procurement portal <http://www.coalindiatenders.nic.in>





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through the following modes:

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

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

The Bid Security payment through NEFT/ RTGS mode should be made well before the Bid Due Date to ensure that the Bid Security amount is received in the account of the Authority before the Bid Due Date. Bid can only be submitted when the Bid Security is received in the account of the Authority.

The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT.

### **3.6 PERFORMANCE SECURITY (NOT TO BE SUBMITTED ALONG WITH EOI)**

The BOO Processor shall, as a security for the performance of its obligations under the eventual Agreement, provide to WCL, no later than [90 (ninety)] days from the date of issue of the LOA or within such period as may be extended by WCL, an irrevocable, unconditional, first demand Bank Guarantee from a Bank for a sum equivalent to [5 % (five percent)] of “**Annual Contract Value**” substantially in the form set forth as Schedule- (the “**Performance Security**”); provided that, in the event that the initial Contract Period is extended pursuant to Clause (“**Extended Contract Period**”), the BOO Processor will be required to furnish a replacement Performance Security of equal amount, no later than 90 (ninety) days prior to the commencement of the Extended Contract Period.

### **3.7 CONTRACT AWARD PROCESS:-**

Bid shall be evaluated on NPV basis. DFR shall be prepared based on inputs received from the Recommended Bidder. Accordingly offer shall be required to be valid upon six months from the final Bid Due Date. Contract shall be awarded upon approval of DFR. Land shall be handed to the BOO Processor within four months from the date of issue of LOA OR on approval of Govt whichever is later.



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### 3.8 ENCLOSURES:

Bidder Qualification Criteria:	Annexure-1
Coal Analysis Report:	Annexure- 2
Instructions to Bidders for submission of EOI on e-procurement portal:	Annexure -3
Final Product Specification ( Ammonium nitrate Melt)	Annexure -4

### 3.9 Details Required from the Applicants/ BOO Processors:

Information from BOO Processor is required as follows:

Sl. No.	Particulars	:	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)	Documents to be submitted along with (EOI/ Bid)
a)	Please indicate your interest to work on BOO basis	:	FORM-A	EOI
b)	Complete Proven Track Record (PTR) in the field of mentioned Facilities as per BQC clause 5.0 during Last 15 Years	:	FORM-B1	EOI
c)	Letter of Bid	:	Letter of bid on Bidder's letter head as per Format given in theEOI (As per Enclosure I).	Bid
d)	Profile	:	The bidder and Associate(s) has to furnish details as per <b>Exhibit 1</b> along with the documentaries evidences for items mentioned therein.	EOI
e)	Goods and Service Tax	:	The following documents establishing the status of bidder w.r.t.GST as declared by Bidder:	Bid



**EXPRESSION OF INTEREST**



Sl. No.	Particulars	:	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)	Documents to be submitted along with (EOI/ Bid)
			<p>a) <b>Status: GST registered Bidder –</b> GST Registration Certificate issued by appropriate authority.</p> <p>b) <b>Status: Foreign Bidder –</b></p> <p>a) A declaration stating therein that if the work gets awarded to them then they shall get themselves registered under GST in India and shall submit the GST Registration Certificate (with GSTIN) before execution of the Agreement.</p>	
f)	Route of bidding, Role of Bidder & their Percentage Stake	:	<p>a) For Associate/Consortium route: Memorandum of Understanding with Associates, in case of Associate/ Consortium route of bidding as per Format given in the bid document <b>(As per Exhibit 2)</b>. Along with evidence of the decision taken by the respective Board of directors regarding selection of LM in a duly convened meeting</p> <p>or</p> <p>b) For Sole Bidder: Furnish the same as “Not Applicable”</p>	Bid
g)	Power of Attorney	:	Power of Attorney as per Format given in the EOI <b>(As per Exhibit 3)</b> .	Bid
h)	Letter by Parent Company	:	a) For Subsidiary Company whose consolidated financial report is prepared by the parent company showing information/ net worth of subsidiary/ entity(ies) separately: Letter by the Parent Company to that effect as per EOI <b>(As per</b>	Bid



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Sl. No.	Particulars	:	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)	Documents to be submitted along with (EOI/ Bid)
			<p align="center"><b>Exhibit 5)</b></p> <p>or</p> <p>b) For others : Furnish the same as "Not Applicable"</p>	
i)	Undertaking by Holding Company/JV Partners	:	<p>a) For Subsidiary Company/JV Company bidding on the strength of Holding Company/JV Partners: Undertaking by Holding Company/JV Partners as per EOI (As per Exhibit 6)</p> <p>or</p> <p>b) For others : If not bidding on the strength of Holding Company/JV Partners: Furnish the same as "NotApplicable"</p>	Bid
j)	Financial Qualification Requirement	:	<p>Sole Bidder or Lead member of consortium to furnish details as per <b>Exhibit - 8</b> along with documentaries evidences for Net worth &amp; Working Capital as mentioned therein. All the certificate/documents issued by CA should have UDIN.</p> <p>Audited Balance sheet, Certificate/(s) from Registered CA/Financial Institution/Bank Authority for meeting FQR.</p> <p>The foreign bidders should submit evidence of Net worth and Banker's Certificate regarding availability of access to credit (issued maximum 90 days before e-Publication date of tender) for Working capital duly vetted/endorsed by the relevant* Embassy/ High Commission concerned, towards authenticity of document (As per Exhibit-8).</p>	EOI



**EXPRESSION OF INTEREST**



Sl. No.	Particulars	:	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)	Documents to be submitted along with (EOI/ Bid)
			*Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the bidder has obtained evidence of net worth or Country of origin of the bidder.	
k)	Integrity Pact	:	Duly signed and witnessed Integrity Pact as per Format given in the EOI (As per Enclosure - II). This should be signed by the bidder alongwith all the consortium partner, if any, through their respective legally authorized signatories	Bid
l)	Authorization for Digital Signature Certificate	:	a). If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect (As per Exhibit – 4).  OR  b). 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 authorization to submit bid on behalf of the bidder (As per Exhibit – 4).	EOI
m)	UNDERTAKING	:	An <b>UNDERTAKING</b> is to be given on Bidder's letter head as per the format given in the bid document (As per Exhibit -9). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.	Bid
n)	Provision of PublicProcurement	:	Necessary document in support of Make in India as per Exhibit10	Bid
o)	Confirmation that items quoted have minimum	:	Bidder to submit self declaration.	Bid



## EXPRESSION OF INTEREST



Sl. No.	Particulars	:	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)	Documents to be submitted along with (EOI/ Bid)
	prescribed domestic value addition as per the percentage defined in the Appendix A of Notification No. G.S.R 385(E) dated 29.05.2019 issued by Ministry of Steel and its amendment issued thereafter.			
p)	Certificate Regarding Restriction on Bidder from a country which shares a land Border with India	:	Certificate by Bidder/s on his/her/their Letter Head as per <b>Exhibit-11</b> .  (In case of JV, Certificate to be uploaded in the Letter Head of JV)  Note-In case valid registration from competent authority is obtained, the same is to be uploaded.	Bid
q)	Bid Securing Declaration	:	Declaration by Bidder(s) on his/her /their Letter Head as per <b>Exhibit-14</b>	Bid

### 3.10 Date & Time for Submission of EOI

- a) Interested Agency (Processor) shall upload the Expression of Interest (EOI) by duly filled formats along with requisite documents at e-procurement portal <http://eprocure.gov.in/eprocure/app> , latest by 01.04.2022 up to 12:00 HRS (IST). Response submitted shall be opened on 04.04.2022 at 14:00 HRS (IST). If the applicant has certain suggestion/inputs, the same may also to be attached along with EOI. Applicant's query if any, shall be furnished to EIL in a single go before 17.03.2022. No separate reply for such queries shall be provided through mail. A joint VC meeting shall be planned on 22.03.2022, where all queries shall be discussed.



## EXPRESSION OF INTEREST



- b) Clarification, if any, can be obtained from EIL, through E-mail: [r.choudhary@eil.co.in](mailto:r.choudhary@eil.co.in) & [prashant.sapkale@eil.co.in](mailto:prashant.sapkale@eil.co.in)
- c) Exclusive meeting may be scheduled (if required) with those Applicants who have submitted their suggestions/ quarries through VC mode. Responses to queries shall be uploaded by EIL.

### DISCLAIMER:

All information contained in this Expression of Interest (EOI) subsequently provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Each bidder / Processor should conduct its own investigation and analysis & should check the accuracy, reliability and completeness of the information in this Expression of Interest.

Applicants should make their own independent investigation to enter into an agreement of any kind with any party.

We look forward to receive the applications with relevant information as sought within the cut-off date and time.

(Please note that this is not any Enquiry)

NOTE:- Bidder/ BOO Processor/ Applicants wherever it appears in this EOI document including its annexure/ Exhibit shall have same meaning.

Thanking you,

**Rekha Choudhary  
Sr.GM (SCM-C&P)**

**For & on behalf of  
M/s ENGINEERS INDIA LTD**



**EXPRESSION OF INTEREST**



**Form - A**

To

ENGINEERS INDIA LIMITED  
EI-BHAWAN, 4<sup>th</sup> FLOOR,  
1, BHIKAIJI CAMA PLACE,  
R.K. PURAM,  
NEW DELHI - 110 066.

**ATTN : Rekha Choudhary (Sr. General Manager)**

**NAME OF WORK :** EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE **PROJECT-UTKARSH** WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA

Dear Madam,

We hereby acknowledge receipt of EOI for the subject work.

A. We are not interested to participate in the subject Project due to following reasons:

\_\_\_\_\_

Else,

B. We intend to participate for the subject works and furnish following details with respect to our quoting office:

1.	Complete Name (of Participating entity to whom name enquiry document shall be issued)	:	
2.	Postal address	:	
3.	Contact Person with Designation	:	Name: _____ Ph: _____ Mobile: _____ E-Mail: _____
4.	Contact details of person at Delhi/NCR, if any	:	

**(SIGNATURE OF APPLICANT)**





## EXPRESSION OF INTEREST



Form – B1

**Complete PTR in any of the field of Coal gasification, Coal to Liquid, Coal to Chemical, Oil & Gas, Refinery, Hydrocarbon, Petrochemicals, Ammonia, Fertilizer, Coal based Methanol, and DRI Plant during last 15 years**

Sl. No.	Name of the Plant set up & Date of award of work	Client details Including Name, Address, Tel no & Email Ids of concerned person	Project details ( details of Ref. units including names, Design capacity, Feed /product Quality of Unit, plant Location & Address )	Brief Description of Technology used in referred plant & Name of the Technology provider / Engineering Contractor	Whether scope of work included Planning, Design & Engineering, Procurement, Construction & commissioning	Mode of Execution	Year of Start/ Completion of unit	Date of Commissioning of the plant	Years of continuous commercial operation of the unit	Job Contract value	Whether Unit is grass root/ revamp/ De-bottlenecked unit	Whether unit is captive or Non-Captive	Whether unit is presently in commercial operation	Whether Reference Plant has met the guarantees by Applicant (Yes/ No)

### **NOTES**

- a. Applicant shall furnish the list of their international experience also. Use additional sheet, if required.

**(SIGNATURE OF APPLICANT)**

**EXHIBIT -1**

**GENERAL DETAILS**

**(To be submitted by Bidder/ each member of Associate/ Consortium)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Reply (by Bidder/ each member of Associate/ Consortium)</b>
1.0	Full legal Name of the organization	
<b>2.0</b>	<b>Communication details</b>	
	i) Full Postal Address(es)	
	ii) Name and designation of the contact person	
	iii) Telex No./ e-mail	
	iv) Telephone Code	
	v) Telephone No.	
3.0	Year in which established, Registration No. and date	
<b>4.0</b>	<b>Ownership status</b>	
4.1	a) Proprietary Concern	
	b) Partnership Firm	
	c) Body Corporate	
	d) Companies registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India	
	e) Joint venture/ Consortium	
	f) Equivalent of (a) to (e) in case of foreign bidder	
4.2	Documentary evidence e.g. Certificate of Incorporation; Certificate of Registration; Memorandum & Articles of Association; Partnership Deed, GST Registration Certificate etc. w.r.t. sl. no. 4.1 above	
4.3	Name and address of Chief Executive, President or Managing Director, Secretary or other persons authorised to bind the firm	
4.4	Organization set up	
4.5	In case of Partnership Firm, Bidder to submit written consent of all the partners as per arbitration clause of the bid document	
5.0	In case of foreign entity, name and address of Indian representative, if any	
6.0	Division of work between the bidders and Associate(s) for setting up and operation of plant.	
	Name of bidders/ Associates (with % of equity in this project) indicating Lead Member	Proposed responsibilities
	1) 2) 3)	

<b>Sl. No.</b>	<b>Particulars</b>	<b>Reply</b>
7.0	Other details	
7.1	Certificate of Registration as per statutory requirement under contract labour laws, as may be applicable.	
7.2	If registered with CIL or its subsidiaries (Quote registration no., date & name of the work)	
Furnish a write up alongwith roadmap indicating broad approach for design, installation, operation and maintenance of plant covered by this offer.		

**Format for Memorandum of Understanding amongst  
the Bidder i.e. Lead Member & its Associate(s)  
(To be executed on Non-Judicial Stamp Paper of appropriate value)**

**Memorandum of Understanding (MoU)**

**Sub: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA**

**Ref : E-tender Notice No: EOI/2021-2022/01**

We, M/s.....(Name & Address of the Bidder i.e. Lead Member), (1) M/s ..... and (2) M/s.....\* (Names and addresses of the Associate/ Consortium partners) have formed a Consortium for setting up Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra on BOO concept and hereby undertake:

1.0 to be held jointly and severally responsible for Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra as well as performance of the Contract with regard to set up and Operation & Maintenance as per the period of association specified at para 6.0 of this MoU.

2.0 \*that (1) M/s ....., (2) M/s ..... & (3) M/s.....\* (Bidder/ Associate or Consortium partners)\* have the experience of setting up of \* Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra.

**OR**

\*that (1) M/s ....., (2) M/s ..... & (3) M/s .....\* (Bidder/ Associate or Consortium partners)\* have the experience of operation of \* Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra.

3.0 that I, M/s..... (Name of the Bidder) have the financial qualification as per EOI.

4.0 that M/s ..... shall be the Lead Member for this Associate/ Consortium.

5.0 that M/s.....(name of the Bidder i.e. Lead Member) has associated with (1) M/s ..... & (2) M/s.....\* (name of the Associate or Consortium

partners) for the subject work as per the role, tenure & % stake in association as given hereafter.

Sl. No.	Name of Bidder (LM) & Associate/ Consortium partners	Role of Bidder/ Associate/ Consortium partners	Tenure of Association	% stake in Association (each associate including LM must have minimum 26% equity in the project)
1.	M/s ..... (Bidder/ LM)	Finance + (Set up/ Operation of owned/operated plant/ none)*	Entire Contract Period	.....
2.	M/s..... (Associate 1)	Finance + (Set up/ Operation of owned / operated plant/ none)*	Entire Contract Period Or Set up period and thereafter minimum period of two years after start of commercial operation	.....
3.	M/s..... (Associate 2)	Finance + (Set up/ Operation of owned / operated plant/ none)*	Entire Contract Period Or Set up period and thereafter minimum period of two years after start of commercial operation	.....

6.0 that M/s ..... (Bidder i.e. Lead Member) have formed consortium with (1) M/s ..... & (2) M/s..... \* (name of Associate/ Consortium partners) having collective experience towards 'set up' of Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra\* or 'operation' Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra \*

owned/operated by himself as per para 2.0 above and financial qualification as per para 4.0 above. We hereby undertake that this MoU as per the provision of Bid Document shall remain valid for entire period of the Contract.

7.0 that the above MoU shall be governed by substantive and procedural laws in India.

For and on behalf of : .....  
(the Lead Member  
of Associate/ Consortium)

Signature : .....  
(the Authorised Signatory)

Name of the Signatory : .....

Designation : .....

Company's Stamp/ Seal :

For and on behalf of: (1) ..... (2).....\*  
(the Associate)

Signature : (1) ..... (2) .....\*  
(the Authorised Signatory)

Name of the Signatory : (1) ..... (2) .....\*

Designation : (1) ..... (2) .....\*

Company's Stamp/ Seal :

Witness of Bidder

Witness of Associate 1

Witness of Associate 2\*

Signature: .....

Signature: .....

Signature: .....

Name: .....

Name: .....

Name: .....

Designation: .....

Designation: .....

Designation: .....

Official address: .....

Official address: .....

Official address:.....

Date :

Place :

\* Strike out which is not applicable.

**Format for Notarised Power of Attorney**

(for each Authorised Signatory dealing the Bid on behalf of the Bidder & Associates)

(to be executed on Non-Judicial Stamp Paper of appropriate value)

**Sub :** EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA

**Ref :** E-tender Notice No: **EOI/2021-2022/01**

By this Power of Attorney executed at ..... on this ..... day of ..... 20...., I ..... being ..... (Post held in the company) of M/s (Name of the Bidder/ Associates\*), aged about ..... Years, son of Shri residing presently at ..... on behalf of M/s (Name & address of the Bidder/ Associates\*) do hereby nominate, constitute and appoint 1) Mr./ Mrs. .... son of ..... resident of ..... 2) Mr./ Mrs. .... son of ..... resident of (hereinafter referred to as "the Attorneys") whose specimen signature is attested below as our Attorneys to act for me/ on our behalf, and for and in the name of the firm to execute and perform all or any of the following acts, deeds, matters and things, namely:

1. To act as Attorney on my behalf/ on behalf of the Bidder/ Associate(s)\* and to look after the affairs pertaining to the Bid Notice No..... dated ..... issued by WCL.
2. To do all acts, deeds and things as may be necessary on my behalf/ on behalf of the Bidder/ Associate(s)\* in connection with the above Bid.

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

The validity of this PoA is for a minimum period of one & half years from the date of submission of this offer.

I/ We hereby ratify and confirm and agree to ratify and confirm all and whatsoever acts or deeds my/ our said Attorney shall do and purport to do by virtue of these presents.

IN WITNESS WHEREOF, I being the ..... of the said firm have hereunto set and subscribed our respective hands on this ..... day of ..... 20.....

1. Specimen signature of 1<sup>st</sup> Attorney: .....

Name of 1<sup>st</sup> Attorney: .....

Designation: .....

2. Specimen signature of 2<sup>nd</sup> Attorney: .....

Name of 2<sup>nd</sup> Attorney: .....

Designation: .....

Attested

.....  
(Signature of the executant)

Signed and delivered by  
Within named .....at .....

In Presence of (Name & Designation of concerned person of Bidder/ Associate):

- 1.
- 2.

.....  
Signature  
(Authorised Signatory of Bidder/  
Associate)

Dated:  
Seal of the Notary with Signature

\* Strike out whichever is not applicable



**FORMAT FOR SELF DECLARATION OF BIDDER OR AUTHORIZATION OF DSC  
HOLDER BY BIDDER**

[If the digital signature certificate holder is the bidder himself then self-declaration of bidder to this effect in the format mentioned at (a) below, otherwise an authorization in the format mentioned at (b) below from the bidder to the DSC holder authorizing him to submit the offer on behalf of bidder]

Sub: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA

Ref: E-Tender Notice No. **EOI/2021-2022/01**

a) I ..... being ..... (Post held in the company) of M/s ..... (Name of the Bidder), aged about ..... Years, son/daughter\* of Shri ..... residing presently at ..... on behalf of M/s..... (Name & address of the Bidder) do hereby declare that I myself is the bidder and is bidding for me, and for and in the name of the firm by using my Digital Signature Certificate.

**OR**

b) I ..... being ..... (Post held in the company) of M/s ..... (Name of the Bidder), aged about ..... Years, son/daughter\* of Shri ..... residing presently at ..... on behalf of M/s..... (Name & address of the Bidder) do hereby authorise Mr./ Mrs.\* .....son/daughter of ..... resident of.....to bid for me/ on our behalf\*, and for and in the name of the firm by using his Digital Signature Certificate.

Photocopy of Approval of Board of Directors or CEO of the company having no Board of Directors in this regard is enclosed.

-----  
Signature  
(Name & Designation with

seal)

Dated:

\* Strike out whichever is not applicable

**COPY OF A LETTER FROM THE PARENT COMPANY TO THE EFFECT  
IF**

the Bidder is subsidiary/ entity(ies) of a parent company and consolidated financial report is prepared by the parent company showing information/ Net worth of subsidiary/ entity(ies) separately,

Sub: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA

Ref: E-Tender Notice No. **EOI/2021-2022/01**

We, M/s..... (name of the Parent Company), undertake that:

1. We are the Parent Company of M/s..... (name of the bidder who is the Subsidiary/ entity(ies)).

2. A Consolidated Financial report is prepared for us i.e. Parent Company and Subsidiaries/ entity(ies) in which the information related to net worth of M/s.....(name of the bidder who is the Subsidiary/ entity(ies)) is indicated separately and the same may be considered for M/s ..... (name of the bidder who is the Subsidiary/ entity(ies)) to meet the Qualification Criteria for this project.

Parent Company Stamp/ Seal: .....

.....  
Signature

(Name & designation with seal of  
Authorised Signatory of Parent  
Company)

**Undertaking by Holding Company/ JV Partners as per EOI**

(To be given on non-judicial stamp paper of Rs.50/- in the form of an Affidavit duly notarized)

Sub: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA

Ref: E-Tender Notice No. **EOI/2021-2022/01**

We, M/s ..... (name of the Holding Company/ JV Partner(s) in JV Company\*), undertake that:

1. We are the Holding Company/ JV Partner(s)\* of M/s ..... (name of the bidder/Consortium partner who is the Subsidiary Company/ JV Company\*).

2. M/s.....(name of the bidder/Consortium partner who is the Subsidiary Company/ JV Company) is submitting its Bid on our financial strength and/ or technical competence\*.

3. In case of any untoward happenings towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of this Bid Document as applicable and attributable to M/s..... (name of the bidder/ Consortium partner who is the Subsidiary Company/ JV Company) account, we shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of M/s ..... (name of the bidder/ Consortium partner who is the Subsidiary Company/ JV Company)

Holding Company/ JV Partners\* Stamp/ Seal : .....

.....  
Signature (Authorised Signature  
of Holding Company/JV Partner\*)

\* Strike out which is not applicable.

**Note:**

- i. The affidavit should be signed by a person having powers to do so which should be evidenced by way of a Board Resolution.**
- ii. In case of JV Company, Undertaking shall be furnished by the concerned JV Partner whose financial strength and/ or technical competence has been taken into account.**

**FINANCIAL INFORMATION**  
(To be submitted by Sole Bidder/ Lead Member)

<b>IV. FINANCIAL QUALIFICATION REQUIREMENT (to be met by Sole Bidder / Lead Member/ Each member of the Consortium) as per EOI</b>	
<b>Particulars</b>	<b>Reply of Bidder</b>
Bank reference (with full name and address of all bankers)	
<b><u>Net Worth</u></b>	
a) Amount(INR)	
b) CA/ Equivalent Authority Name	
c) CA Membership No/Eqvt Authority No.	
d) UDIN of certificate issued	
<b><u>Annual Turnover</u></b>	
a) Amount (in INR)	
b) Name of the institution and details of person concerned/ Chartered Accountant issuing certificate.	
c) Ref No. of issuing authority	
d) Date of issue	
e) UDIN of certificate(if issued by CA)	
<b><u>Documents to be attached</u></b>	
Certificate of Net Worth, Certificate of Annual Turnover, Auditor's report, Audited Balance Sheet and certificate(s) from registered Chartered Accountant/Financial Institution/ Bank Authority for the last financial year (from the last day of the month previous to the one in which bid is invited).	

**PROFORMA FOR AFFIDAVIT**

(To be submitted by bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line)

(May be submitted without any additional self-certification and attestation by Notary public)

I/ We, \_\_\_\_\_, Partner/ Legal Attorney/  
Authorized representative of M/s. \_\_\_\_\_ (Name  
of bidder) solemnly declare that:

1. I/ We have submitted bid/ Offer for the work against  
\_\_\_\_\_ NIT No./ Tender ID \_\_\_\_\_  
dated \_\_\_\_\_
2. All information furnished by me/ us on-line in respect of fulfilment of eligibility criteria, qualification information, techno-commercial requirements, Price bid etc. of this Tender is complete, correct and true and I/ we would be solely responsible for any error or omission in our bid.
3. All scanned copy of documents uploaded by me/ us in support of the information furnished online by me/ us are valid and authentic.
4. If any information furnished by me/ us on-line and scanned copy of documents uploaded in support of the information furnished on-line by me/ us is found to be fake/ incorrect at any time, WCL may cancel my Bid/ Offer and action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of Security Deposit as the case may be and banning/ delisting of our firm and all partners of the firm as per the terms & conditions mentioned in the bid document.
5. I/ We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.  

OR

I/ We have been banned by the organization named “\_\_\_\_\_” for a period of \_\_\_\_\_ year/s, effective from \_\_\_\_\_ to \_\_\_\_\_
6. I/ We (including all members of a joint venture and sub-contractors) am/ are neither associated presently nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Engineer for the Contract i.e. WCL in this case.

7. I/ We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender. If it is reported and proved that child labour is engaged by me/ us, then I/ We will be penalized 10% of the contract value and will be blacklisted.
8. I/ we shall abide by CMPF/ EPF Clause of Tender Document and ensure implementation of CMPF/ EPF and Misc. Provision Act 1948 and allied scheme framed thereunder in respect of the workers deployed by me/ us.
9. I/ We shall abide by all applicable labour laws and shall provide certificate of contract labour laws as may be applicable before execution of agreement

Signature of the Bidder  
Dated.....

No. P-45021/2/2017-  
B.E.-II Government of  
India  
Ministry of Commerce and Industry  
Department of Industrial Policy and  
Promotion

\*\*\*\*

Dated 15 th June,  
2017  
Udyog Bhawan,  
New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017**

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

*'Local supplier'* means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

*'L 1'* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'margin of purchase preference'* means the maximum extent to which the price quoted by a local supplier may be above the L 1 for the purpose of purchase



preference.

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

*'Procuring entity'* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
  - a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
  - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
    - i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract for full quantity will be awarded to L 1.
    - ii) If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L 1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L 1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L 1 bidder.
  - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
    - i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is from a local supplier, the contract will be awarded to L 1.
    - ii) If L 1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L 1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L 1 price.

- iii) In case such lowest eligible local supplier fails to match the L 1 price, the 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 local suppliers within the margin of purchase preference matches the L 1 price, then the contract may be awarded to the L 1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification In advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 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.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/

accountant's certificates on random basis and in the case of complaints.

- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted,

#### **10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports
- b. Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate. restrict or exclude bidders from that country from

eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries / Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
  - a. reduce the minimum local content below the prescribed level:
  - b. reduce the margin of purchase preference below 20% ;
  - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

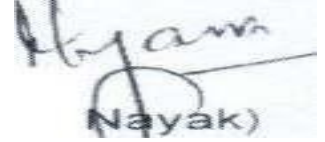
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion-  
Chairman                      Secretary, Commerce-Member  
Secretary, Ministry of Electronics and Information Technology-  
Member                                      Joint Secretary (Public  
Procurement). Department of Expenditure-Member  
Joint Secretary (DIPP)-Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising there from, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy tor preference to local content approved by the Cabinet after 1<sup>51</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

A handwritten signature in black ink, appearing to read 'B.S. Nayak', is written over a horizontal line. Below the line, the name 'Nayak' is printed in a standard font.

**(B.S.Nayak)**

**Under Secretary to  
Government of India  
Ph.23061257**

**“Certificate regarding compliance to Order no. F. No.6/18/2019-PPD  
Dt.23.07.2020 of Ministry of Finance, Dept of Expenditure, Public  
Procurement Division with respect to restriction on bidder from a country  
which shares a land border with India”**

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

Sub:	EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA
Ref No.	1. E-tender Notice No. <b>EOI/2021-2022/01</b>

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contactors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.(Where applicable, evidence of valid registration by the Competent Authority shall be attached.)'

**(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required).**

**Competent Authority and procedure for registration with Competent Authority in case of bidder from a country which shares a land border with India**

**Annex I: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**



- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

**Regarding Exclusion from Restriction**

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block  
New Delhi  
23rd July, 2020

**Order ( Public Procurement No. 2)**

**Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.**

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

**BID SECURING DECLARATION**

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

Sub:	EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA
Ref No.	1. E-tender Notice No. <b>EOI/2021-2022/01</b>

Dear Sir,

I / We ..... Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S. ...., solemnly accept that if we, withdraw or modify our bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security deposit before the deadline or any other default as defined in the request for bids documents, then penal action i.e banning for two years from being eligible to submit bids in CIL and its subsidiaries may be taken against me/ us for which I/ we shall have no claim against Coal Company.

**(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required).**

**PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER  
DURING SUBMISSION OF BID ON-LINE**

**LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)  
“Letter of Bid”**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub. : EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-  
UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT  
MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA”

**Ref.: E-Tender Notice No.: EOI/2021-2022/01**

Dear Sir,

**I/ We** offer to execute the above referred subject work in accordance with the conditions of the Bid document as available in the website as applicable.

**I/ We** hereby confirm our acceptance of all the terms and conditions of the Bid document as available in the website as applicable as well as any communication sent by Coal Company unconditionally. **I/ We** also confirm to comply with all the legal requirements.

All the items and works specified in the bid document and any other equipment or work found necessary but not covered will be deemed to have been covered in the scope of supply and works of the tender without any increase in the contract price for processing charges.

If any information furnished by **me/ us** on-line in the offer for this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/ us** for which **I/ we** shall have no claim against Coal Company.

**I/ We** hereby confirm that this Bid complies with the Bid validity and other applicable terms and conditions stated in the bid document.

This Bid and your subsequent Letter of Acceptance/ Letter of Award/ Work Order shall constitute a binding contract between us.

Yours faithfully,

(Signature of Bidder OR  
Authorized person of bidder OR  
DSC Holder bidding on-line with authorization from bidder)

***(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)***

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**INTEGRITY PACT**  
Between  
**Coal Company hereinafter referred to as “The Principal”**

And

M/s.....hereinafter referred to as “The Bidder/ Contractor”

**Preamble**

The principal intends to award, under laid down organizational procedures, contracts for Coal to Ammonium Nitrate Project-Utkarsh with Associated Facilities on Boo (Build-Own-Operate) Basis at Majri Area, Western Coalfields Limited (WCL), Maharashtra on Build-Own-Operate basis. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the “International Non-Governmental Organization” “Transparency International”(TI). Following TI’s national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**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:
  - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - iii) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

**Section 2 - Commitments of the Bidder/contractor**

- (1) The Bidder/ Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - ~~i) The Bidder/ Contractor will not, directly or through any other person or firm offer, promise~~

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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 immaterial 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.

- ii) The Bidder/ Contractor 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 cartelization in the bidding process.
  - iii) The Bidder/ Contractor will not commit any offence under the relevant Anti- corruption Laws of India; further the Bidder/Contractor 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.
  - iv) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Contractor 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.

- i) If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor 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.
  - ii) 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.
  - iii) If the Bidder/Contractor 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.
  - iv) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
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#### Section 4 - Compensation for Damages

- i) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer.
- ii) 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 equivalent to Security Deposit.
- iii) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### Section 5 - Previous transgression

- i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- ii) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### Section 6 - Equal treatment of all Bidders/Contractors/ Sub-contractors

- i) The Bidder/Contractor undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- ii) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- iii) The Principal will disqualify from the tender process all bidders who do not sign the pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidders / Contractors/ Sub-contractors

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

#### Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- i) The Principal appoints competent and credible External Independent Monitor for this Pact. 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.
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- ii) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- iii) The Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor with confidentiality.
- iv) 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 Monitor the option to participate in such meetings.
- v) As soon as the monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, 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.
- vi) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- vii) Monitor shall be entitled to compensation on the same terms as being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.
- viii) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- ix) The work '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 respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairperson of the Principal.

#### Section 10 - Other Provisions

- i) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. ....
  - ii) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
-



- iii) If the Contractor is a partnership or a Joint Venture, all partners must sign this agreement. For Associate/ Consortium route of bidding also, each member must sign this agreement.
- iv) 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.

For the Principal

For the Bidder/

Contractor Place:

Witness 1:

Date :

Witness 2:

For the Associates (If applicable)

i) Associate-1:

Witness  
(Name & designation with full address)  
:

ii) Associate-2:

Witness  
(Name & designation with full address)

**SUBJECT: EXPRESSION OF INTEREST (EOI) FOR COAL TO AMMONIUM NITRATE PROJECT-UTKARSH WITH ASSOCIATED FACILITIES ON BOO (BUILD-OWN-OPERATE) BASIS AT MAJRI AREA, WESTERN COALFIELDS LIMITED (WCL), MAHARASHTRA, INDIA**

**1.0 BRIEF SCOPE OF WORK**

Refer EOI clause 2.0.

**2.0 PURPOSE**

To study the market, obtain market feedback, identify potential BOO bidders and solicit inputs from interested parties to eventually come out with an RFQ which is transparent and aligned with the market inputs, so that several potential bidders are encouraged to participate and compete in the eventual bidding process.

**3.0 BIDDER QUALIFICATION CRITERIA (PROPOSED)**

**3.1 ELIGIBLE BIDDERS**

The bidder may be a proprietary concern/ partnership firm/ body corporate/ Company registered under the Companies Act 2013 or any previous Company Law/Act as applicable in India/ Joint Venture or equivalent in case of Foreign Bidders. In case of Joint Venture (JV) or consortium unless otherwise specified, all the partners shall be jointly and severally liable.

All Indian bidders should be registered under GST and should possess GST Registration Certificate (with GSTIN).

**3.1.1. Participation of Joint Venture company**

A Joint Venture Company may participate in the bidding process either as a sole bidder or as a member of consortium. Each member/ entity of the Joint Venture Company shall be responsible jointly & severally for completing the task as per the bid.

Joint Venture Company shall comply the following:

- a) Documentary evidence (Certificate of Incorporation; Certificate of Registration; Memorandum & Article of Association etc.) w.r.t. formation of the joint venture company must be furnished with the offer.
- b) The offer shall include all the information regarding capability, experience as required for a bidder for each entity in Exhibit 1. For the purpose of eligibility

criteria, collective credentials of the members of a Joint Venture Company will also be considered.

c) An entity can be a member in only one Joint Venture Company. In case, same entity submits offer as a member of other Joint Venture Company for the same project then offers submitted by all such joint venture companies shall be rejected.

d) Separate offer by an entity of a Joint Venture Company shall not be accepted.

e) In case, JV Company submitting its Offer on the financial strength and/ or technical competence of its holding company/ JV Partner(s), it has to obtain and produce a letter of undertaking in Exhibit 6 to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to bidders, its holding company/ JV Partner(s) shall be legally bound both jointly and severally to this Contract for discharging all the contractual obligations on behalf of bidder.

### **3.1.2 Participation of Subsidiary Company**

In case, the Bidder is subsidiary/ entity(ies) of a parent company and consolidated financial report is prepared by the parent company showing information/ net-worth of subsidiary/ entity(ies) separately, the same in respect of the subsidiary/ entity(ies) shall also be considered to meet the eligibility criteria. In such case, copy of a letter from the parent company to that effect shall be submitted as Exhibit 5.

In case, the Bidder/ Consortium partner(s) being a subsidiary company submitting its Offer on the financial strength and/ or technical competence of its holding company, it has to obtain and produce a letter of undertaking in Exhibit 6 to the effect that in case of any untoward happening towards the successful execution of the contract and/ or event occurring that are distinct and different from the stipulated terms & conditions of the bid document and attributable to bidders/ consortium partner(s), its holding company shall be legally bound both jointly and severally to this contract for discharging all the contractual obligations on behalf of bidder/ consortium partner(s).

### 3.2 Route of Bidding

**3.2.1 Sole Bidder Route:** In this route, both the Technical & Financial Criteria parameters as stated in Cl. No. 5.0 shall be complied by the Sole Bidder itself. The bidder shall be solely responsible for completing the task as per the Contract/ Bid document.

### 3.2.2 Associate/ Consortium Route

In case of Associate/ Consortium Route, one of the Consortium partner shall be designated as Lead Member (LM). In this route, two or more (maximum three including Lead Member) entities may jointly participate in the bidding process including the Lead Member. Each entity shall be jointly and severally responsible for completing the task as per the contract. The consortium shall comply the requirements given hereafter.

In case of consortium, for qualifying as the member of consortium, each partner in the consortium shall contribute at least 26% of the total equity in the project totalling to 100%. The Lead Member shall meet the financial criteria & shall have to continue for entire Contract period.

The consortium partners shall collectively meet both the technical & financial requirement.

The Lead Member (LM) shall be authorized to incur liabilities and receive instructions for and on behalf of any and all entities of the consortium and the entire execution of the Contract including payment and this shall be done exclusively with the lead member.

The lead member in the consortium shall be overall responsible for the execution of the contract. The lead and other members of the consortium shall be jointly and severally responsible for execution of the contract.

An entity can be a member in one consortium only. In case, same entity submits offer with other consortia, offer of all such consortium shall be rejected. Separate offer(s) by consortium member shall not be accepted.

After submission of the offer and up to two years of commercial operation, any change in the membership of a consortium or in the responsibilities or commitments of a consortium member is not permitted.

**NOTE:**

- i) Normally the Lead Member and the Associate(s) shall continue for entire period of Contract.
- ii) All the Associate(s) shall have to continue for set up period and thereafter for a minimum period of two years of commercial operation.
- iii) In case of dissociation of any Associate at any point of time after two years of commercial operation, the stake of dissociated Associate(s) shall be taken over by the Lead Member/ remaining Associate.
- iv) If Lead Member/ remaining Associate do not take over the stake of the dissociated Associate(s), the Contract shall be terminated and WCL shall take over the entire plant with all the infrastructural facilities without paying any compensation.
- v) If any of the Associate(s) dissociate from consortium prior to completion of two years of commercial operation, WCL shall take over the entire plant with all the infrastructural facilities without paying any compensation/ consideration.

**3.3 Submission of Exhibit -1, GST registration Certificate, MoU & PoA (To Be Submitted by Bidders as a Confirmatory Document)**

Sole Bidder or each member of consortium shall furnish details regarding profile, communication details, Organization history and responsibilities of each entity and the commitments each entity has made towards the consortium as per the format given at Exhibit 1.

Indian Bidder (Sole bidder or Lead member of consortium) shall also furnish scanned copy of GST registration certificate issued by appropriate Authority.

In case the work is awarded to a Foreign Bidder (Sole bidder or Lead member of consortium), It shall be liable to get registered itself under GST in India and submit GST Registration Certificate (with GSTIN) before execution of the Agreement.

LM shall be identified through Memorandum of Understanding (MoU) amongst the Associate(s). Bidder shall upload a "Memorandum-of-Understanding" (MoU) with his Associate(s)/ Consortium partner(s) as per format given in the Exhibit 2 of this bid document. This MoU shall be signed by all the Consortium partners, through their respective legally authorized signatories. This authorization by all Consortium partner/ authorization by Sole bidder shall be evidenced by uploading a Notarized Power of Attorney (PoA) as per Exhibit-3.

Before authorizing the LM, there should be a decision by the respective Board of directors regarding selection of LM in a duly convened meeting and evidence of the same shall be furnished along with Exhibit - 2.

**4.0** However, in the event of Award, bidder has to comply the following requirements: -

**A.** The Successful Bidder (whether a single entity or a Consortium) shall be required to promote and incorporate a company limited by shares under the provisions of the (Indian) Companies Act, 2013 as a special purpose vehicle (the “**SPV**”) to execute the Contract Agreement with the Authority for exploration, development and operation of the Project. The subscribed and paid up equity share capital of the SPV shall be at least 30% (thirty per cent) of the value arrived by multiplying the Ammonium Nitrate production in a year (as proposed in the Agreement) with the quoted Processing Charge (the “**Annual Contract Value**”). The board of directors of the SPV so incorporated shall have at least 1 (one) director representing: (a) the Bidder (where the Bidder is a single entity); or (b) each Member of the Consortium (where the Bidder is a Consortium). In the event the Bidder is a single entity (and not a Consortium), subject to the provision of the Contract Agreement, the Bidder shall hold not less than 75% (seventy-five percent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of the Project.

In case the Bidder is a Consortium, the following requirements must be complied with:

- (a) number of Members shall not exceed 3 (three); and each Member shall be a single entity (and not a consortium in itself).
- (b) the Lead Member shall hold at least 26% (twenty-six per cent) of the paid up and subscribed share capital of the SPV;
- (c) the Bid should include a brief description of the roles and responsibilities of each Member, particularly with reference to financial and technical obligations;
- (d) in case the Project is awarded to the Consortium, the Contract Agreement shall be signed by all the Members so as to be legally binding on all the Members;

- (e) Members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form annexed as Appendix I (the "Joint Bidding Agreement"), for the purpose of making and submitted a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
- (i) Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFB, which would enter into the Contract Agreement and subsequently perform all the obligations of the Contractor in terms of the Contract Agreement, in case the Project is awarded to the Consortium;
- (ii) Clearly outline the proposed roles and responsibilities of each Member;
- (iii) Commit the minimum equity stake to be held by each Member in the SPV;
- (iv) Commit that each of the Members, whose technical and financial experience will be evaluated for the purposes of this RFB, shall each subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity share capital of the SPV and shall further commit that each such Member shall, for a period starting from the date of incorporation of the SPV until the second anniversary of the date of commercial operation (*as defined in the Contract Agreement*) of the Project, hold at least: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) such other portion of the subscribed and paid up equity share capital of the SPV which is equal to at least 10% (ten per cent) of the **Annual Contract Value**;
- (v) subject to Clause A(e)(iv) above and the provision of the Contract Agreement, commit that Members of the Consortium shall collectively hold not less than 75% (seventy-five per cent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of the Project. It is hereby clarified that the Consortium with 3 (three) Members shall collectively hold more than 75% (seventy-five per cent) of the subscribed and paid up equity share capital of the SPV by fulfilling the provisions of Clause A (e)(iv) above. However, for the Consortium with only 2 (two) Members to collectively hold more than 75% (seventy five per cent) of the subscribed and paid up equity share capital of the SPV, one or both Members shall have to hold more than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
- (f) except as provided under this RFB and the other Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority; and
- (g) Commit that in no event shall the subscribed and paid up equity share capital of the SPV be less than 30% (thirty per cent) of the Annual Contract Value

## B. LOCK IN PROVISION

The {Single Bidder/Consortium} further undertakes that the {Single Bidder/Consortium} shall {collectively} hold not less than 75% (seventy-five per cent) of the subscribed and paid up equity share capital of the SPV at all times, and in no case the subscribed and paid up equity share capital of the SPV will be less than 30% (thirty per cent) of the Annual Contract Value.

The Consortium undertakes that each of the Consortium Members, whose technical and financial experience will be evaluated for the purposes of this RFB, shall each subscribe to at least 26% (twenty-six per cent) or more of the paid up and subscribed equity share capital of the SPV. In addition, the Consortium undertakes that each of the Consortium Members, whose technical and financial experience will be evaluated for the purposes of this RFB shall, for a period starting from the date of incorporation of the SPV until the second anniversary of the Commercial Operation Date, hold at least:

- (1) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and
- (2) Such other portion of the subscribed and paid up equity share capital of the SPV which is equal to at least 10% (ten per cent) of the Annual Contract Value;

The {Single Bidder/Consortium} further confirm that in the event the {Single Bidder/ Consortium} is the successful bidder, {Single Bidder/ each of the Consortium Members} and each of Associates shall promptly and in no event later than 60 (sixty) days from the date of issue of LOA, furnish additional performance guarantee(s) in favour of the Authority for an amount of {equivalent to 1% (one percent) of the Annual Contract Value}, in addition to the Contract Performance Security to be provided by the SPV in terms of the Contract Agreement. This additional performance guarantee in the form of an irrevocable and unconditional bank guarantee in favour of the Authority shall be kept valid and operative up to 90 (Ninety) days after the expiry of the validity of JOA.



## 5.0 EXPERIENCE CRITERIA

A. The Bidder/ Associate(s) shall have a proven track record of successful completion of setting up at least one plant in one or more fields of Coal gasification / Coal to Liquid / Coal to Chemical / Oil & Gas / Refinery / Hydrocarbon / Petrochemicals / Ammonia / Fertilizer / Coal based Methanol / DRI sector in the last Fifteen years (from last day of the month previous to the one in which EOI/Bid is invited), with an experience of minimum 06 (six) continuous months of successful commercial operation and maintenance of the plant.

OR

B. The Bidder/ Associate(s) shall have the experience of commercial operation and maintenance (O&M) of plant (s) in any one or more fields of Coal gasification / Coal to Liquid / Coal to Chemical / Oil & Gas / Refinery / Hydrocarbon / Petrochemicals / Ammonia / Fertilizer / Coal based Methanol / DRI sector for a continuous period of minimum 2 years in the last Fifteen years (from last day of the month previous to the one in which EOI/Bid is invited).

A. Note:

- a. It is hereby clarified that in the event the Bidder is relying on the technical strength of its Associate(s), then the Bidder shall also submit all the information and documents as stated for fulfilment of Technical Eligibility Criteria, of such Associate(s). The Bidder shall further undertake and confirm that such an Associate whose technical strength has been considered to meet the Technical Eligibility Criteria shall continue to be an "associate" of the Bidder until expiry of the Lock-In Period. Additionally, the Bidder shall procure and submit an undertaking from such Associate on its letterhead stating that it will continue to be an "associate" of the Bidder until expiry of the Lock In Period.
- b. While evaluating the Bids, the Bidder's past experience as a lead member or member of a consortium for a Qualifying Project shall be considered acceptable, provided its scope in such consortium meets the requirement of the Technical Eligibility Criteria.
- c. In case, the Past Track Record ("PTR") of Bidder/ Consortium meets the similar work without indicating the division of scope of work in terms of specific activities and

associated value of work and capacity of such work between the Members of the Consortium, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each Member, for the purpose of evaluation based on Technical Eligibility Criteria.

## 5.1 SPECIAL INSTRUCTION

- 5.1.1** Documentary proof consisting of detailed work order indicating scope of work, along with completion/ acceptance certificate and successful commercially running operation certificate issued by the owner as mentioned in above clause 5.0 will have to be submitted by the Bidder in support of fulfilling these criteria. The completion / acceptance certificate shall clearly indicate the LOA / work order number, Name of work, contract value, scope of work, contract period and actual date of completion. The certificate should clearly mention whether the Bidder was the sole party or a member of JV or Consortium who has carried out the assignment. Further, in cases other than sole party, the roles and responsibilities of the Bidder should be clearly indicated.
- 5.1.2** The sole Bidder or any of the Members in case of the Consortium shall either be technology licensor itself for the coal gasification& associated downstream units or shall engage a licensor (“Licensor Sub-contractor”) for providing the required technology. Bidder shall indicate the technology provider/licensor for the Project in its Bid. Additionally, in case of engagement of Licensor Sub-contractor the Bidder shall submit undertaking in favour of WCL along with Licensor Sub-Contractor and, if selected, detailed agreement to be executed between such Bidder and Licensor Sub-Contractor in accordance with requirements as mentioned in tender documents w.r.t. such undertaking/ detailed agreement.
- 5.1.3** Licensor engaged by the Bidder shall provide necessary technical assistance to the successful bidder up to the COD period. A “Technical Service Agreement” (TSA) shall be executed by the successful Bidder with Licensor within 30 (Thirty) days from the issuance of “Letter of Acceptance” (LOA). Executed copy of the TSA shall be submitted to WCL/CMPDI for

records within 1 (one) week of execution.

Bidder has to submit letter of support / MOU from the Process Licensor for technology tie up for the proposed Coal Gasification & associated downstream units technology. In case of his own technology, the Bidder shall submit a self- declaration.

**5.1.4** Technology once selected and offered by the Bidder cannot be changed during the Construction Period including commissioning & PGT. However, innovations / modification / alteration in technology can be allowed during Operation Period, subject to acceptance of its proveness by WCL on the basis of availability of reference plants fulfilling aforesaid criteria.

**5.1.6** The Bidder either on his own or with Licensors shall be capable of furnishing the basic engineering design as per internationally accepted code of practice

**5.1.7** The sole Bidder or any of the Members in case of the Consortium should have executed, as Bidder/Associate(s) with single point responsibility, a contract, involving project management, detailed engineering, procurement, construction/construction management, pre-commissioning, commissioning/commissioning assistance for at least 1 (one) sector mentioned in Experience criteria 5.0 above.

Provided that in the event the sole Bidder or any of the Members in case of the Consortium is not able to fulfil the criteria set out in clause 5.1.7 above, the Bidder shall be considered acceptable subject to engagement of a sub-contractor (**“Construction Sub-Contractor”**) who singly meets the qualification requirements set out in sub-clause (ii) above. In such a case bidder and construction sub-contractor to submit undertaking in favour of WCL to this effect and, if selected, detailed agreement to be executed between such Bidder and Construction Sub-Contractor in accordance with requirements as mentioned in tender documents w.r.t. such undertaking / detailed agreement.

**5.1.8** While evaluating the Bids, the Bidder's past experience as a lead member or member of a consortium for a Qualifying Project shall be considered acceptable, provided its scope in such consortium meets the requirement of the Bidder Qualification Criteria.

**5.1.9** The Bidders shall submit details of the qualifying projects for fulfilment of Bidder Qualification Criteria in the formats as set out in the EOI document. The Bidders are expected to carefully examine the contents of EOI document in relation to such formats and shall ensure that all details towards fulfilment of Bidder Qualification Criteria is submitted in the format as set out in the EOI document. Failure to comply with the requirements may result in a Bidder's Bid being declared non-responsive.

**5.1.10** Experience of any revamp/ debottlenecking of any units, Pilot plant, Laboratory Scale Plant & Demo plant shall not be considered for qualifications.

## **5.2 QUALIFICATION CRITERIA**

For the purpose of qualification of the Bidders, the Qualification Criteria comprises in relation to:

- (a) Experience Criteria as set out in Clause 5.0 above with special instruction
- (b) Technology Provider/Licensors criteria as set out in Clause 5.2.1
- (c) Engineering Experience as set out in Clause 5.3 and
- (d) Conditions applicable in relation to utilization of sub-contracting experience as set out in Clause 5.4 (as applicable).

### **5.2.1 TECHNOLOGY PROVIDER/LICENSOR**

## QUALIFICATION CRITERIA FOR TECHNOLOGY PROVIDER/LICENSOR FOR COAL GASIFICATION & ASSOCIATED DOWNSTREAM UNITS :

**5.2.1.1** The table "A" below lists out the capacity and objective for the proposed Ammonia Nitrate Plant through Coal Gasification route:

**Table A: Unit Capacity and Objective**

Process unit	Capacity	Objective
Ammonium Nitrate Production Via Coal Gasification route	2000 Metric Tons per day of Ammonium Nitrate Melt	To produce Ammonium Nitrate Melt product of 84 wt% (minimum) purity using high ash Indian coal as feedstock.

### TECHNICAL CRITERIA FOR PROCESS UNITS

Following prequalification criteria shall be adopted for short-listing of Licensors by BOO operator for the Coal Gasification plant and downstream processing unit to produce Ammonium Nitrate Melt.

Licensors must have successfully licensed and designed at least one commercial plant unit with minimum qualifying capacity and specifications as detailed below:

**Table- B**

Sr. No	Product Spec	Percentage Purity
1.	Ammonium Nitrate Melt	84 wt% (minimum) purity

**Table-C**

Sr. No	Section	Unit	Minimum Qualifying Capacity
1.	Gasification Section	Coal Gasification Unit	500 MTPD with coal as feed stock
2.	Ammonia Synthesis section	Ammonia Synthesis Plant	230 MTPD of Ammonia

3.		Nitric Acid Plant	400 MTPD of Nitric Acid
4.		Ammonium Nitrate Melt Plant	250 MTPD of Ammonium Nitrate Melt

### 5.2.1.2 BIDDER QUALIFICATION CRITERIA (TECHNICAL)

The reference units for the process units specified above in table B & C shall meet following technical criteria:

- i) Have been licensed within the last fifteen (15) years (Note-1).
- ii) Be a commercial unit (Reference of pilot plant, laboratory scale plant, demonstration plant are not acceptable).
- iii) Have been for a client other than Licensor themselves (i.e., Unit should be non-captive).
- iv) Be a grass-root unit and not be a revamped or debottlenecked unit.
- v) Have completed successful commercial operation as per above clause 5.0(Note-1).
- vi) The technology employed in the reference plant shall be same as offered technology in the Bid
- vii) The offered catalysts must have completed minimum one year of operation (Note-1).

Note 1:

Cut-off date for meeting the criteria will be reckoned as the last day of the month previous to the one in which EOI has been published.

### 5.3 ENGINEERING EXPERIENCE

- (a) The sole Bidder or any of the Members in case of the Consortium shall have successfully carried out detailed engineering for at least 1 (one) sector mentioned in Experience criteria 5.0 above. The reference unit must be a commercial & non-captive unit (Shall mean, other than In-house unit). Experience of any revamp/ debottlenecking of units, pilot plant, laboratory scale plant and demo plant shall not be considered for qualification.
- (b) In the event, the above engineering experience criteria is not met by the Bidder

Annexure -1

itself, the Bidder shall be considered acceptable, provided the bidder engages an engineering sub-contractor (“**Engineering Sub-contractor**”) who singly meets the qualifications as set out in clause 5.3 (a) above. In such a case , the bidder ,along with the bid ,shall submit Memorandum of Understanding (MoU) /Agreement with up to a maximum of two Engineering Sub-contractor(s).The MOU/Agreement shall be converted into definite contract agreement between successful bidder & only one of the qualified engineering sub-contractor(s) after award of job and before signing of contract.

**5.4 Conditions applicable with respect to Construction Sub-Contractor, Licensor Sub-Contractor and Engineering Sub-Contractor**

- (a) In the event the Bidder is relying on the technical strength of Construction Sub-Contractor, Licensor Sub-Contractor or Engineering Sub-Contractor, then the Bidder shall also submit all the information and documents as stated in the Bidder Qualification Criteria documents for fulfilment of such Technical Qualification Criteria as applicable in accordance with Clause mentioned in BQC document of such Construction Sub-Contractor, Licensor Sub-Contractor or Engineering Sub-Contractor (as the case maybe).
- (b) Submission of credentials of maximum of two sub-contractor(s) for Construction Sub-Contractor or Engineering Sub-Contractor(s) is acceptable at the time of bid submission. In such case, the Bidder shall submit undertaking(s) in favour of WCL/CMPDI along with Construction Sub-Contractor(s) or Engineering Sub-Contractor(s) at the time of bid submission and, if selected, detailed agreement to be executed between such Bidder and Construction Sub-Contractor (only one) or Engineering Sub-Contractor (one) in accordance with requirements as mentioned in Qualification Criteria documents w.r.t. such undertaking / detailed agreement.

**5.5 DOCUMENTS AND DATA REQUIRED WITH BID/EOI**

The Bidders are required to submit all such past experience(s) (PTR) meeting the Qualification Criteria with relevant supporting documents.

**Documents towards Technical Qualification Criteria:**

(A) Bidder shall provide proof of having undertaken and successfully met criteria for the Qualifying Project. Following are the indicative documentary proofs, for having met the Technical Qualification Criteria to be submitted along with the EOI by the Bidder:

**(i) Documents to be submitted with EOI with respect to Experience criteria mentioned in Clause 5.0:(Refer EOI Format B1)**

- a. Name of the Plant set up
- b. Material Handled
- c. Complete address of the plant
- d. Whether Plant is owned by bidder/Associate/Client
- e. Name of the Client (if owned by client, else N.A.)
- f. Ref. No. & Date of Award of Work (if owned by Client, else N.A)
- g. Whether the scope of work for the reference plant included Planning, Design & Engineering, Procurement, Construction & Erection, Commissioning
- h. Plant capacity
- i. Date of Commissioning of the plant
- j. Period of operation of plant
- k. Brief Description of technology used in the referred plant

**(ii) Documents to be submitted along with EOI with respect to Licensing experience (whether by self or Licensor Sub-contractor):**

BOO operator shall submit the following documents from respective Licensors as a minimum documentary evidence to support the references provided to meet the criteria of BQC (Technical).

- (a) Details of Reference Unit(s) including name, address, telephone numbers and email of contact person(s) for each reference unit.



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(b) Relevant documents such as extracts of License Agreement and/ or relevant work orders and/ or contract agreement with the Licensee(s) as a proof of holding Licensing rights. The extracts should include the following:

- i) Cover sheet depicting name of project
- ii) Licensor-Licensee definition
- iii) Technology Definition
- iv) Date of signing
- v) Signature of Licensor-Licensee

(c) Relevant documents such as extracts of Engineering Agreement and/ or Design Basis and/ or guarantee document as a proof of Unit design Capacity, feed/ product definition and product quality.

(d) Communication from the Licensee(s)/ Owner(s) to support claim for :

- i) Date of Commissioning.
- ii) Unit has completed operation as per above clause 5.0 (Note-1) meeting desired operation.

(e) Details of the catalysts in reference unit(s) including name, address, telephone number and email of contact person(s) for each reference unit.

(f) Communication from Licensee(s)/ Owner(s) to support claim that the specified catalyst(s) in reference unit(s) has completed at least one year (Note-1) of successful operation within the last fifteen (15) years during which the desired performance have been met.

Note1:

Cut-off date for meeting the criteria will be reckoned as the last day of the month previous to the one in which EOI has been published.

**(iii) Documents to be submitted during BID with respect to Engineering experience (whether by self or Engineering Sub-contractor)**

- (a) If the bidder engages an Engineering sub-contractor for this project, willingness from Engineering sub-contractor in the form of undertaking

shall be furnished in accordance with requirements along with bids as mentioned in tender documents w.r.t. such undertaking / detailed agreement.

- (b) Relevant extract of work order/contract and completion certificate indicating the completion date.
- (c) Operation certificate from client indicating plant has completed operation w.r.t the clause 5.0 above.
- (d) Documents supporting the reference unit capacity & commissioning date of unit.
- (e) Undertakings by the Bidder and the Engineering Sub-Contractor in accordance with requirements as mentioned in tender documents w.r.t. such undertaking / detailed agreement.
- (f) In case bidder submits credentials of Engineering Sub-Contractor(s) maximum of two sub-contractor(s), bidder to submit above documents for each such Engineering Sub-Contractor.

**(iv) Documents to be submitted during BID with respect to Construction experience (whether by self or Construction Sub-contractor):**

- (a) If the bidder engages a Construction sub-contractor for this project, willingness from Construction sub-contractor in the form of undertaking shall be furnished in accordance with requirements in their bid as mentioned in tender documents w.r.t. such undertaking / detailed agreement.
- (b) Relevant extract of Work order/contract and commissioning certificate indicating the commissioning date.
- (g) Operation certificate from client indicating plant has completed operation w.r.t the clause 5.0 above.
- (c) Documents supporting the reference unit capacity
- (d) Undertakings by the Bidder and Construction Sub-contractor in

accordance with requirements as mentioned in tender documents w.r.t. such undertaking / detailed agreement.

- (f) In case bidder submits credentials of Construction Sub-Contractor(s) maximum of two sub-contractor(s), bidder to submit above documents for each such Construction Sub-Contractor.

## 6.0 FINANCIAL CRITERIA

### 6.1 Desired Financial Qualification Criteria of Bidders / Associates

The Bidder in case of Sole Bidder Route and the Lead Member in case of Associate/ Consortium Route should have adequate financial capability in terms of Financial Turnover and Net Worth to meet the financial commitments commensurate with the scope of work. This financial capability of bidders shall be evaluated for those bidders who will continue to perform the obligations towards the execution of the subject work for the entire contract period, such as sole bidder or Lead Member in case of Consortium/ Associate Route. Financial qualification Criteria (FQC) are detailed hereafter:

#### 6.1.1 Average Annual Financial Turnover

- a) The Average Annual Financial Turnover of the Bidder during the last 3 (three) preceding financial years i.e. 2020-21, 2019-2020, and 2018-2019 or calendar years 2020, 2019 and 2018 (or the financial year as applicable in the country of origin of Bidders' Parent Company) should be at least INR 22.23 billion or equivalent foreign currency
- b) The Sum of Average Annual Financial Turnover of the each member of the Consortium/JV including Lead member for the last 3 (three) preceding financial years i.e. 2020-21, 2019-2020, and 2018-2019 or calendar years 2020, 2019 and 2018 (or the financial year as applicable in the country of origin of Bidders' Parent Company) should be at least INR 22.23 billion or equivalent foreign currency.

#### 6.1.2 Net Worth

The bidder must have minimum net worth (as per last financial year previous to the one in which bid is invited) of INR 7.41 billion. Audited balance sheet in support of Net Worth is required to be furnished by the bidder.

In case of Foreign Bidder if documentary evidences for Net Worth is in Foreign Currency the same shall also be furnished in INR duly certified by appropriate authority considering the rate of conversion as prevailing on the date of the documentary evidences in foreign currency.

The Net worth of the bidder/ lead member for the year (as per last financial year previous to the one in which bid is invited) of INR 7.41 billion (with UDIN) along with the Name of Chartered Accountant/ Equivalent Authority and his membership number.

The Netwoth of the each member of the Consortium/JV other than lead member should be positive.

To meet the criteria above, Bidder shall submit audited financial statements (balance sheet and profit & loss account) of the company for the last three (3) financial years i.e. 2020-21, 2019-2020, and 2018-2019 or calendar years 2020, 2019 and 2018 (or the financial year as applicable in the country of origin of Bidders' Parent Company), along with the duly filled up form for 'Pre- Qualification Criteria (PQC) in favour of Financial Criteria' as set out in Exhibit 8.

Note:

1. For PQ criteria in respect of Annual Turn Over/ Net worth, in case PQ Criteria indicated by the BIDDERS is in foreign currency, RBI reference rate on the date of opening of technical bid shall be considered for conversion of the foreign currency into INR.
2. Notwithstanding any pre-bid check on qualification, WCL reserves the right to undertake any post-bid verification and/ or evaluation of qualification of bidders as deemed necessary.
3. Even though the bidders meet the above criteria, they are subject to disqualify, if they have a) Made misleading or false representation in the offer uploaded in the proof of Qualification criteria; and/or b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
4. All certificates issued by CA must contain UDIN (Unique Document Identification Number).

5. The documents submitted in support of financial qualification criteria must be issued before the date of submission of tender.
6. In case a Bidder does not satisfy the financial criteria w.r.t. Annual Turnover & Net worth as above, on its own, then the holding company would be required to meet the stipulated turnover requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the Bidder would be required to furnish along with its bid, a letter of undertaking from the holding company, supported by board resolution, as per the prescribed format (Annexure), pledging unconditional and irrevocable financial support for the execution of the Contract Agreement by the Bidder in case of award.
7. In case a Consortium member does not satisfy the financial criteria w.r.t. Annual Turnover & Net worth as above, on its own, then the holding company of such member would be required to meet the stipulated turnover requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the member would be required to furnish along with its bid, a letter of undertaking from the holding company, supported by board resolution, as per the prescribed format (Annexure), pledging unconditional and irrevocable financial support for the execution of the Contract Agreement by the member in case of award to the Consortium.
8. Further, the Bidder/any of the promoter of JV/ any consortium Member should not be on 'Holiday'/'Negative list' by CIL or Public Sector Project Management Consultant (like EIL, MECON, PDIL due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further Bidder has to submit declaration as per Annexure- . Offer submitted by such Bidder shall not be considered for opening/evaluation/Award.

APPENDIX I

**IV Joint Bidding Agreement**

*(To be executed on stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this ..... day of ..... 20... (the “**Agreement**”)

**AMONGST<sup>S</sup>**

1. {...(Member 1)..., incorporated/registered under ...(Law/Act of country of origin)... and having its corporate headquarters/ registered office/ office at ..... (hereinafter referred to as the “**First Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

2. {...(Member 2)..., incorporated/registered under ...(Law/Act of country of origin)... and having its corporate headquarters/ registered office/ office at ..... (hereinafter referred to as the “**Second Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

3. {...(Member 3)..., incorporated/registered under ...(Law/Act of country of origin)... and having its corporate headquarters/ registered office/ office at ..... (hereinafter referred to as the “**Third Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned First Party, Second Party, and the Third Party are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

**WHEREAS,**

- (A) The [\*\*\*\*\*], established/ incorporated under the (Indian) Companies Act, [●], represented by its Chairman and Managing Director and having its principal offices at [\*\*\*\*\*] (hereinafter referred to as the “**Authority**” has invited bids from eligible bidders by its Request For Bid No. .... dated ..... (the “**RFB**”) to award the work of exploration, development and operation of the (the “**Project**”) through a contractor
- (B) The Parties are interested in jointly bidding for the Project as a Consortium in accordance with the terms and conditions of the RFB and other Bidding Documents in respect of the Project, and

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<sup>S</sup> *The number of Parties (i.e. Members of the Consortium) should be shown here, as applicable, subject however to a maximum of 3 (three).*

- (C) It is a necessary condition under the RFB that where the Bidder is a Consortium then the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with their Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFB.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purpose of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through the Consortium and not individually and/ or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event that the Consortium is declared the Successful Bidder and awarded the Project, they shall incorporate a company limited by shares under the provisions of the (Indian) Companies Act, 2013 as a special purpose vehicle (the “**SPV**”) for entering into the Contract Agreement with the Authority and for performing all the obligations of the “Mine Operator” in terms of the Contract Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

First Party shall be the Lead Member and shall have obtained a power of attorney from the other Parties for conducting all business for, and on behalf of, the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective.

{Include role and responsibilities of the Parties}

**5. Shareholding in the SPV**

5.1 The Parties agree that the proportion of shareholding among the Parties in the subscribed and paid up equity share capital of the SPV shall be as follows:

First Party (the Lead Member):

Second Party:

{Third Party:}

- 5.2 The Parties undertake that the Parties of the {First, Second and Third} Part whose technical and financial experience shall be reckoned for the purposes of qualification and evaluation of the Consortium for the Project in terms of the RFB, shall each subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity share capital of the SPV, and the Parties further undertake that each such Party shall, for a period starting from the date of incorporation of the SPV until the second anniversary of the date of commercial operation (as defined in the Contract Agreement) of the Project, hold at least: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) such other portion of the subscribed and paid up equity share capital of the SPV which is equal to at least 10% (ten per cent) of the Annual Contract Value.
- 5.3 Without prejudice to Clause 5.2 above, the Parties undertake that they shall collectively hold not less than 75% (seventy-five per cent) of the subscribed and paid up equity share capital of the SPV at all times, and in no case the subscribed and paid up equity share capital of the SPV will be less than 30% (thirty per cent) of the Annual Contract Value.
- 5.4 The Parties undertake that they shall comply with all equity lock-in requirements as set forth in the Contract Agreement.

## **6. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all the requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of such Party is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any applicable law presently in effect and having applicability to it;
  - (iii) violate its charter documents, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage deed, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or



- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Contract Agreement, in case the Consortium is declared the Successful Bidder. However, in case the Consortium is either not qualified for the Project or does not get selected as the Successful Bidder, the Agreement will stand terminated upon the disqualification of the Consortium or upon return of the Bid Security by the Authority to the Consortium, as the case may be.

**8. Miscellaneous**

- 8.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
SECOND PARTY

(Signature)  
(Name)  
(Designation)  
(Address)

{SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PARTY

(Signature)  
(Name)  
(Designation)  
(Address)}

In the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

***Notes:***

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. The Joint Bidding Agreement should attach a copy of the extract of the charter documents of the executants and documents such as resolutions/ power of attorney/ letter of authority in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the executants.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Joint Bidding Agreement has been executed.

## ANNEXURE - 2

**Coal Analysis (WCL, Niljay OCM, Wani Area)**

<b>Proximate Analysis</b>											
Description	Unit	BH1		BH2		BH3		Minimum value		Maximum Value	
		ADB	ARB	ADB	ARB	ADB	ARB	ADB	ARB	ADB	ARB
Moisture	%	3.86	13.28	3.85	13.28	3.78	13.28	3.78	13.28	3.86	13.28
Ash	%	30.27	27.3	31.06	28.01	30.55	27.53	30.27	27.3	31.06	28.01
Volatile Matter	%	26.17	23.61	24.63	22.21	25.79	23.24	24.63	22.21	26.17	23.61
Fixed Carbon	%	39.7	35.81	40.46	36.5	39.88	35.94	39.7	35.81	40.46	36.5
<b>Total</b>		<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>				
GCV	Kcal/kg	4816	4344	4803	4332	4844	4366	4803	4332	4844	4366
		<b>DMMF</b>		<b>DMMF</b>		<b>DMMF</b>					
UVM (DMMF)	%	36.10		34.05		35.54		34.05		36.1	
<b>Ultimate Analysis</b>											
Description	Unit	ADB	ARB	ADB	ARB	ADB	ARB	ADB	ARB	ADB	ARB
Carbon	%	51.73	46.66	50.33	45.39	52.05	46.91	50.33	45.39	52.05	46.91
Hydrogen	%	3.31	4.1	3.62	4.37	3.82	4.54	3.31	4.1	3.82	4.54
Nitrogen	%	1.19	1.07	1.16	1.05	1.2	1.08	1.16	1.05	1.2	1.08
Sulphur	%	1.64	1.48	1.26	1.14	1.23	1.11	1.23	1.11	1.64	1.48
Oxygen	%	11.86	19.4	12.57	20.04	11.15	18.83	11.15	18.83	12.57	20.04
<b>Total</b>		<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>				
<b>Special Impurities</b>											
Chloride	%	0.03	0.027	0.03	0.027	0.036	0.032	0.03	0.027	0.036	0.032
Phosphorous	%	0.01336	0.01205	0.01288	0.01162	0.01616	0.01454	0.01288	0.01162	0.01616	0.01454
Carbonate CO <sub>3</sub>	%	1.02	0.92	0.92	0.83	1.07	0.96	0.92	0.83	1.07	0.96
Mercury	ppm	0.080	0.072	0.060	0.054	0.100	0.090	0.0599	0.054	0.0997	0.0899
HGI	%	55						55		55	
<b>Ash Analysis (% by wt of Coal)</b>											
Description	Unit	ADB	ARB	ADB	ARB	ADB	ARB	ADB	ARB	ADB	ARB
SiO <sub>2</sub>	%	18.23	16.44	18.94	17.08	18.45	16.63	18.23	16.44	18.94	17.08
Al <sub>2</sub> O <sub>3</sub>	%	7.23	6.52	8.11	7.31	8.00	7.21	7.23	6.52	8.11	7.31
Fe <sub>2</sub> O <sub>3</sub>	%	2.78	2.51	2.03	1.83	2.07	1.87	2.03	1.83	2.78	2.51
TiO <sub>2</sub>	%	0.148	0.134	0.168	0.151	0.159	0.143	0.148	0.134	0.168	0.151
MgO	%	0.244	0.22	0.219	0.197	0.277	0.249	0.219	0.197	0.277	0.249
P <sub>2</sub> O <sub>5</sub>	%	0.031	0.028	0.030	0.027	0.037	0.033	0.0295	0.0266	0.037	0.0333
SO <sub>3</sub>	%	0.572	0.516	0.488	0.44	0.373	0.336	0.373	0.336	0.572	0.516
CaO	%	0.636	0.573	0.609	0.549	0.684	0.617	0.609	0.549	0.684	0.617
Mn <sub>3</sub> O <sub>4</sub>	%	0.059	0.053	0.062	0.056	0.0675	0.0608	0.059	0.053	0.0675	0.0608
Na <sub>2</sub> O	%	0.094	0.085	0.074	0.067	0.167	0.15	0.074	0.067	0.167	0.15
K <sub>2</sub> O	%	0.123	0.111	0.125	0.113	0.111	0.0997	0.111	0.0997	0.125	0.113
<b>Ash Fusion Temp (AFT)</b>											
Ash Fusion Temp (AFT)		Deg. C		Deg. C		Deg. C		Deg. C		Deg. C	
IDT		1484		>1500		>1500		1484		1484	
ST		>1500		>1500		>1500		>1500		>1500	
HT		>1500		>1500		>1500		>1500		>1500	
FT		>1500		>1500		>1500		>1500		>1500	

# **Instructions to Applicants for Expression of Interest (EOI)**

**[Annexure-3 to EOI]**

## **1.0 INSTRUCTIONS TO APPLICANTS FOR EXPRESSION OF INTEREST (EOI)**

The Applicants are required to submit soft copies of their Applications electronically on the CPP Portal (URL: <http://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicants in registering on the CPP Portal, prepare their Applications in accordance with the requirements and submitting their Applications online on the CPP Portal.

Various links such as “Help for Contractor”, “Information about DSC”, “FAQ”, “Resources Required”, “Applicants Manual Kit” etc. are available on home page of <http://eprocure.gov.in/eprocure/app> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in CPPP, obtaining User ID & Password, uploading & submission of e-Applications etc. Applicants are advised in their own interest to carefully go through Instructions for E-Expression of Interesting and other related document available against various help links so as to ensure that Applications are uploaded in E-Expression of Interesting website well before the closing date and time of Application submission.

More detailed information useful for submitting online Applications on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

## **2.0 REGISTRATION**

- 2.1 Applicants are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2.2 As part of the enrolment process, the Applicants will be required to choose a unique username and assign a password for their accounts.
- 2.3 Upon enrolment, the Applicants will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.4 Foreign Applicants have to refer “DSC details for foreign Applicants” for Digital signature Certificates requirements which comes under Download Tab at <https://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 2.5 Only one valid DSC should be registered by a Applicants. Please note that the Applicants are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 2.6 Applicants then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **3.0 SEARCHING FOR EXPRESSION OF INTEREST (EOI) DOCUMENTS**

- 3.1 There are various search options built in the CPP Portal, to facilitate Applicants to search active Expression of Interests by several parameters. These parameters could include Expression of Interest ID, organization name, location, date, value, etc. There is also an option of advanced search for Expression of Interests, wherein the Applicants may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a Expression of Interest published on the CPP Portal.

- 3.2 Once the Applicants have selected the Expression of Interest they are interested in, the same can be moved to the respective 'My Expression of Interests' folder. This would enable the CPP Portal to intimate the Applicants through SMS / e-mail in case there is any corrigendum issued to the Expression of Interest document.
- 3.3 The bidder should make a note of the unique Expression of Interest ID assigned to each Expression of Interest, in case they want to obtain any clarification / help from the Helpdesk.

#### **4.0 PREPARATION OF APPLICATIONS**

- 4.1 Applicants should take into account any corrigendum published on the Expression of Interest document before submitting their Applications.
- 4.2 Please go through the Expression of Interest advertisement and the Expression of Interest document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Application.
- 4.3 To avoid Network congestion, Applicants is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, Applicants may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.
- 4.4 Applicants, in advance, should get ready the Applications to be submitted as indicated in the Expression of Interest document and generally, they can be in PDF / XLS / RAR / DWF formats. Applications may be scanned with 100 dpi with black and white option.
- 4.5 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Application, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Applicants. Applicants can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **5.0 SUBMISSION OF APPLICATIONS**

- 5.1 Applicants should log into the site well in advance for Application submission so that he/she upload the Application in time i.e. on or before the Application submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The Applicants has to digitally sign and upload the required Application documents one by one as indicated in the Expression of Interest document.
- 5.3 The server time (which is displayed on the Applicants' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Applications by the Applicants, opening of Applications etc. The Applicants should follow this time during bid submission.
- 5.4 All the documents being submitted by the Applicants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the Applications is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 5.5 The uploaded Expression of Interest documents become readable only after the Expression of Interest opening by the authorized openers.
- 5.6 Upon the successful and timely submission of Applications, the portal will give a successful Application submission message & a Application summary will be displayed with the Application no. and the date & time of submission of the Application with all other relevant details.
- 5.7 The Application summary has to be printed and kept as an acknowledgement of the submission of the Application.

## **6.0 WITHDRAWAL OF EOI**

- 6.1 It may please be noted that Applicants now have an additional feature of withdrawing their Applications before due date and time. After submitting the EOI on the CPP Portal, if the Applicants wish to withdraw his Application, he can do so. However, if the Applicants withdraw his Application, he will be exempted from further participation in the Expression of Interest and won't be able to submit his Application again for that particular Expression of Interest.

## **7.0 ASSISTANCE TO APPLICANTS**

- 7.1 Any queries relating to the Expression of Interest document and the terms and conditions contained therein should be addressed to the Expression of Interest Inviting Authority for a Expression of Interest or the relevant contact person indicated in the Expression of Interest.
- 7.2 Any queries relating to the process of online Application submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**ANNEXURE - 4**

<b>Document No</b>	:		<b>Page 1 of 1</b>		
<b>Title</b>	:	<b>Tentative Specification for Ammonium Nitrate Melt</b>	<b>Revision</b>	:	<b>04</b>

1.0 SPECIFICATIONS:

1.1 Physical parameters:

Sl. No.	Parameter	Specification
01	Visual impurity	Free from visual impurity
02	Colour	Colourless

1.2 Chemical parameters :

Sl. No.	Parameter	Specification
01	Concentration min%	84
02	Magnesium as Magnesium Nitrate, Max, % by mass	Nil
03	Calcium as Calcium Nitrate, Max, % by mass	Nil
04	Chloride as Ammonium Chloride (max), % by mass	0.05
05	Nitrite as Ammonium Nitrite (max). % by mass	0.02
06	Sulphate as Ammonium Sulphate, (max), % by mass	Nil
07	Phosphate as Ammonium Phosphate, (max), % by mass	Nil
08	PH of 10% solution	5.4 – 6.0
09	Carbonaceous matter (Organic). % by mass	Nil
10	Iron as Fe (max). % by mass	0.002
11	Metals and compounds of metals other than Alkali metals, Calcium, Magnesium and Iron	Nil
12	Lab Batch to be made for Assessing Final Quality	The lab batch should result in a good gel / emulsion and the said gel / emulsion should retain its structure for a period of 6 weeks in case of gel and 4 weeks in case of emulsion in accelerated storage {(a). Gel = at 50 deg C for the entire period of 6 weeks. (b). Emulsion = 15 deg C (16 hours) to 45 deg C (08 hours)}