

GLOBAL NOTICE INVITING TENDER (NIT)
(only through Electronic Tender)

Ref. No. WCL/GM (CMC)/GLOBAL-BID/_____ UG/MDO/___

Date: __.__.2022

NIT No: __/2022-23

Tender id: 2022_WCL_____1

- Western Coalfields Limited (the “**Authority**”) is *inter alia* engaged in re-opening, salvaging, rehabilitation, development and operation of its discontinued mines/projects and as part of this endeavor, the Authority has decided to re-open, salvage, rehabilitate, develop and operate _____ Underground Mine through a mine operator for excavation/ extraction of coal and delivery thereof to the Authority.
- Pursuant to this NIT, the Authority invites digitally signed and encrypted Bids on a “single stage two-part” bidding basis on the website, <http://www.coalindiatenders.nic.in> from reputed and experienced Bidders for the following work:

Description of work	Location of the Project	Application fee (Rs.)	Bid Security (Rs.in million)	Duration of the Contract (in years)
Re- opening, Salvaging, Rehabilitation, Development and Operation of _____ Underground Coal Mine on Revenue sharing basis	_____	Nil	10 (Ten)	25 years or as proposed by the Bidder, whichever is shorter

Note:

The Bidding Documents will be available on the website(s)
[<http://www.coalindiatenders.nic.in>]

3. Time Schedule of Tender

Sl. No.	Activity	Date	Time (IST, hours)
1	Notice Inviting Tender	.....	.....
2	Bidding Documents download start date and time	.....	.....
3	Bidding Documents download end date and time	.....	.....
4	Start date and time for seeking clarifications online	.....	.....
5	Last date and time for seeking clarifications online (“ Clarification Submission Due Date”)	.....	.....
6	Date and time of pre-bid conference	.....	.....
7	Online Bid submission start date and time	.....	.....
8	Last date and time for online Bid submission (“ Bid Due Date ”)

9	Bid opening date
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4. General Instructions

- 4.1. Bidders must review the Bidding Documents as a whole and ensure that their Bids are as per the terms of the Bidding Documents. The Authority retains the right to modify the terms of the Bidding Documents and/ or any of the sections/ attachments/ formats thereto at any time prior to the Bid Due Date.
- 4.2. The Bidders are expected to examine the Bidding Documents, including all instructions, forms, terms, specifications, conditions, and other documents and requirements of the Bidding Documents. Failure to furnish all or any information required by the Bidding Documents, or submission of a Bid which is not responsive to the Bidding Documents in every respect may result in the rejection of the Bid. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Bidding Documents.
- 4.3. Once a Bid is submitted no changes will be permitted to be made by the Bidder except as permitted under the Bidding Documents.
- 4.4. Words and expressions beginning with capital letters used in this NIT without being defined shall have the same meaning as assigned to them in the RFB, the Contract Agreement or the other Bidding Documents.

5. Deposit of Bid Security

- 5.1. A Bidder shall furnish, as part of its Bid, a bid security equal to Rs. 10,000,000 (Indian Rupees ten million only) (the “**Bid Security**”). The Bid Security can be deposited online on the e-procurement portal [<http://www.coalindiatenders.nic.in>] through the following modes:
 - (a) In Online mode the bidder can make payment of Bid security either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account of Axis Bank (Axis Aggregator Bank Net banking).
 - (b) NEFT/ RTGS from any scheduled bank, as included under the Second Schedule to the Reserve Bank of India Act, 1934. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the URN Number before submission of bid. Bidder will be allowed to submit his/her bid only when the Bid security is successfully received in CIL/WCL's account of Axis Bank (Axis Aggregator Bank Net banking) and the information flows from Bank to e-Procurement system.

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.

- 5.2 The Authority shall not be liable to pay any interest on the Bid Security so deposited.

- 5.3. For further details on Bid Security, refer to Clause 2.16 under Section II of RFB (Instruction to Bidders).

The Bidders shall submit MANDATE FORM for e-payment as per the format given in Enclosure-II of this NIT.

6. Pre-Bid Conference

A pre-bid conference shall be held at the office of the Authority or such other address as maybe specified by the Authority on **04.07.2022 at 11:00 AM**. For further details on pre-bid conference, refer to Section V of the RFB (Pre-Bid Conference).

7. Clarifications

Bidders may seek clarifications in respect of the Bidding Documents online. Such requests for clarification, if any, should be submitted on or before the Clarification Submission Due Date. The Authority shall issue written clarifications on the website [<http://www.coalindiatenders.nic.in>], to the extent it deems fit. All such written clarifications issued by the Authority shall be deemed to form a part of the Bidding Documents and shall be binding on the Bidders. The Bidders are required to check the website mentioned above for any clarifications issued by the Authority in relation to the Bidding Documents. However, any verbal clarifications or information given by the Authority or its consultants or employees shall not in any manner be binding on the Authority. No extension of time for submission of Bids shall be granted on account of Bidders' request for clarifications or information. Any extension of time to be given for submission of Bids shall be at the sole discretion of the Authority.

8. The Bidders shall accept the online user portal agreement (provided at Appendix X of RFB) which contains, *inter alia*, the Bidders' acceptance of all terms and conditions of the NIT, the RFB, undertakings and the e-tendering system through [<http://www.coalindiatenders.nic.in>] in order to qualify as an eligible Bidder.

9. Qualification Criteria

9.1. Technical Capacity

For the qualification requirements with respect to Technical Capacity, Bidders are required to refer to Clause 2.2.2 under Section II of the RFB (Instruction to Bidders) and Clause 3.2 and Clause 3.3 under Section III of the RFB (Evaluation of Bids).

For substantiating the quantity of actual work executed for respective method of mining (opencast/ underground/highwall) during the period for which experience is claimed, Bidders are required to furnish online the following information in respect of each method of mining (opencast/ underground/ highwall/ combination thereof)proposed by the Bidder:

- (a) Start date and end date of qualifying period for each method of mining, i.e. opencast and/or underground/high wall (such that the difference between the end date and start date does not exceed 365 (three hundred and sixty five) days);
- (b) Nature of experience (as a contractor or sub-contractor or mine owner), of each qualifying experience;
- (c) Reference number of the document(s), of each qualifying experience in the following manner:
 - (i) in case of a contractor, work order/agreement number;
 - (ii) in case of a sub-contractor, work order/agreement number from the employer and the principal employer; and

- (iii) in case of an owner of mine/ project, reference number of the document(s) evidencing the ownership/title rights to the mine/ project and for operation of mine/ project.
- (d) Start date and end date of each qualifying experience;
(The start date and the end date of qualifying experience must fall on or between the start date and the end date of the qualifying period)
- (e) Executed eligible excavated/extracted quantity of coal within the start date and end date for each experience for respective method of mining (opencast/ underground/highwall);

(As per Sl. No. 9 of the format provided at Annex-II to Appendix I of RFB) submitted by the Bidder, for each qualifying experience)
- (f) Scanned copies of the documents as specified in Paragraph 10 of the NIT, in relation to Technical Capacity.

Notes:

Note 1. *In case the Bidder is a Consortium, the work experience of any or all of the Members (if applicable) may be furnished for evaluation of Technical Capacity. If work experience of all the Members is not submitted, the system shall consider a value of zero for the Member(s) whose work experience has/have not been submitted.*

Note 2. *Percentage (%) share in qualifying experience of the Bidder, any Member (in case the Bidder is a Consortium) or an Associate of the Bidder or Member, as the case may be, whose Technical Capacity is furnished and relied upon by the Bidder for the purpose of eligibility criteria under this RFB, shall be the actual percentage (%) share in the qualifying experience. Only those qualifying experiences shall be considered where the actual percentage (%) share of the Bidder, Member or Associate (as the case may be) in the qualifying experience is 26% or more.*

Note 3. *For qualifying experience as contractor or sub-contractor, in both cases, the work execution certificate from the principal employer shall only be considered.*

Note 4. *The Bidders are free to select the method of mining for operation of the project i.e. opencast or underground/highwall or combination of the methods. Accordingly, Bidders shall submit the qualifying experience with respect to each of the mining method proposed. If combination of methods of mining is proposed by the Bidder, the qualifying experience of both the methods shall have to be submitted.*

9.2. Financial Capacity

For qualification requirements with respect to Financial Capacity, Bidders are required to refer to Clause 2.2.3 under Section II of the RFB (Instruction to Bidders) and Clause 3.4 under Section III of the RFB (Evaluation of Bids). In addition, for qualification requirements with respect to Financial Capacity, each Bidder is required to choose any 3 (three) financial years from the 4 (four) immediately completed consecutive financial years as on date of invitation of Bids. The 3 (three) financial years chosen by the Bidder shall be the same for

each Member (if the Bidder is a Consortium) and the Associate(s), whose Financial Capacity is furnished and relied upon by the Bidder.

- (a) The Bidder shall have a minimum Net Worth as per the table given below with respect to the proposed contracted capacity, at the close of the latest financial year among the 3 (three) financial years chosen by the Bidder. For the purposes of the Bidding Documents, the term “**Net Worth**” shall mean: (i) where the Bidder is a company, the aggregate of the subscribed and paid up capital and reserves less the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to shareholders; and (ii) in all other cases, the aggregate of fixed assets, investments and current assets less the sum of revaluation reserves, current liabilities and long term borrowings;

Proposed Contracted Capacity by the Bidder (in Mty)	Minimum Net Worth (Rs.in crore)
Up to 0.5	20 (twenty)
>0.5 to 1.0	35 (thirty-five)
Above 1.0	50 (fifty)

- (b) Average Total Income of the Bidder with respect to the proposed Contracted Capacity of any last 3 (three) financial years as chosen by the Bidder from the last 4 (four) immediately completed consecutive financial years, as on date of invitation of bids, shall not be less than the value mentioned in the table below. For the purposes of the Bidding Documents, the term “**Total Income**” shall mean the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company/entity during a financial year;

Proposed Contracted Capacity by the Bidder (in Mty)	Minimum average Total Income (Rs.in crore)
Up to 0.5	50 (fifty)
>0.5 to 1.0	100 (one hundred)
Above 1.0	150 (one hundred and fifty)

10. For substantiating the Financial Capacity, the Bidders are required to furnish the following information online:

- (a) Value of Net Worth (to be submitted in Indian Rupees and in the format provided at Annex III of Appendix I of RFB);
- (b) Value of Total Income in the last 3 (three) financial years as chosen by the Bidder (to be submitted in Indian Rupees and in the format provided at Annex III of Appendix I of RFB);
- (c) Membership number of the chartered accountant[£], where applicable; and
- (d) Scanned copies of the documents as specified in Paragraph 10 of the NIT, in relation to the Financial Capacity.

[£] Any approximate equivalent of a chartered accountant may provide the relevant certificates required under this RFB. Jurisdictions which do not have a licence/ certification/ membership requirement for accountants to describe themselves or to practice as chartered accountants (or any approximate equivalent), any qualified accountant may provide the certificates required under this RFB.

Note: In case the Bidder is a Consortium, the aforesaid certificates and information shall be submitted in respect of all the Members and the Financial Capacity of the Consortium will be assessed by adding the information so furnished.

Bidders shall submit the information in an objective manner confirmed by the uploaded documents. The documents related to the information furnished online, based on which the auto evaluation takes place, will only be considered. If a Bidder uploads any other document, it will not be given any cognizance.

A scanned copy of the following documents shall be submitted online by the Bidders in support of the information / declaration furnished by the Bidder at the time of submission of their Bids:

Sl. No.	Submission of documents related to qualification criteria	Scanned copy of documents (self-certified and notarized/certified ^{7r}) to be uploaded by Bidders in support of information / declaration furnished online by the Bidder against each qualification criteria (CONFIRMATORY DOCUMENT)
1.	Bidder's Covering Letter and acceptance of bid conditions	<p>Copy of the Bidder's Covering Letter, acceptance of the Bid conditions and making commitments on the Bidder's letter head as per proforma (provided at Appendix I of RFB).</p> <p>Note: In case the Bidder is a Consortium, the above documents are to be signed by all the Members.</p>
2.	Technical Capacity	<p>i) For each qualifying experience of the Bidder against the eligibility criteria as sought online as contractor/sub-contractor:</p> <p>(a) In case the qualifying experience of a Member of the Consortium is submitted, MOU/ consortium agreement stating the percentage (%) share of each Member in the consortium; In case the MOU/ consortium agreement or such certificate does not include the percentage (%) share of each member, equal share shall be considered.</p> <p>The Bidder may also support its claim for the share in work done for that particular work experience by producing a certificate from its statutory auditor[§] or the client.</p> <p>(b) Copy of the work order issued by the relevant issuing authority, employer or principal employer, as the case may be. It is hereby clarified that in case of a sub-contractor, copies of work orders issued by both the employer as well as the principal employer are required.</p> <p>(c) Copy of the employer's certificate endorsing the</p>

^{7r}For any document issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the document is being issued. However, any document provided by bidders from countries that have signed the Hague Convention, 1961 is not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

[§]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFB.

		<p>execution of the work stating the quantity of overburden removed or tonnage of coal produced along with method of mining of coal and the period during which the work was executed. In case of the sub-contractor such certificates as issued by the principal employer.</p> <p>ii) For each qualifying experience of the Bidder against the eligibility criteria as sought online as a mine/ project owner:</p> <p>(a) Copy of mining lease/rights (only relevant pages) or any other document issued or executed by the relevant statutory authority, evidencing the Bidder's right/ title of ownership of the mine/ project;</p> <p>(b) Copy of the permission for opening/ operating the mine (or coal seams)/ project, issued by the relevant statutory authority;</p> <p>(c) Copy of the latest certified mining plan (only the relevant pages) approved by the relevant statutory authority stating the planned output of coal or removal of overburden during the lease period as approved by the relevant statutory authority; and</p> <p>(d) Copy of submissions made to the relevant statutory authorities for the excavated/extracted quantity of overburden/coal for the relevant period (e.g. copies of monthly/ annual return, audited annual reports, royalty payment, etc. or any other document acceptable to the Authority). The documents should be certified by the concerned statutory authority or the statutory auditor[§] of the Bidder, as applicable.</p> <p>iii) Annex II (provided at Appendix I of RFB) duly filled in and uploaded, for each qualifying experience.</p> <p>Note: In case the Bidder is a Consortium, the above documents are to be submitted in respect of the Member(s) whose Technical Capacity is furnished and relied upon.</p>
3.	Financial Capacity	<p>i) Certificate having UDIN number specifying the Net Worth of the Bidder as at the close of the latest financial year among the 3 (three) financial years as chosen by the Bidder, from a chartered accountant based on the financial statements audited by statutory auditor[∞] exhibiting the information submitted by the Bidder and confirming that the methodology adopted for calculating the Net Worth conforms to the provisions of the Bidding Documents;</p> <p>ii) Certificate having UDIN number specifying the average Total Income of the Bidder during the last 3 (three) financial</p>

[§]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFB.

[∞]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFB.

		<p>years, as chosen by the Bidder, from a chartered accountant based on the financial statements audited by statutory auditor[∞] exhibiting the information submitted by the Bidder online and also specifying the methodology adopted for calculating the average Total Income;</p> <p>iii) Audited annual reports of the Bidder for the last 3 (three) financial years, as chosen by the Bidder, comprising of the audited balance sheets and profit and loss accounts of the Bidder.</p> <p>iv) A duly filled in Annex III (provided at Appendix I of RFB).</p> <p>Notes:</p> <p>i. For the purpose of Financial Capacity, the Bidder can choose any 3 (three) financial years from the 4 (four) immediately completed consecutive financial years as on the date of invitation of Bids. However, the 3 (three) financial years chosen by the Bidder shall be the same for each Member (in case of Consortium) and the Associate(s), whose Financial Capacity is furnished and relied upon by the Bidder.</p> <p>ii. In case the Bidder is a Consortium, the above documents are to be submitted in respect of all the Members.</p> <p>iii. The Bidder shall submit the documents reflecting the Net Worth of the Associate(s) whose Technical Capacity and/or Financial Capacity is furnished and relied upon.</p>
4.	Integrity pact	<p>Duly signed and witnessed integrity pact as per proforma provided at Appendix VIII of RFB.</p> <p>Note: In case the Bidder is a Consortium, the integrity pact is to be signed by all the Members.</p>
5.	Authorization for Digital Signature Certificate (“DSC”)	<p>a) If the Bidder itself is the DSC holder bidding online, then self-declaration of the Bidder to this effect; or</p> <p>b) If the DSC holder is bidding online on behalf of the bidder then the power of attorney^β granted by the Bidder, evidencing authorization granted to the DSC holder to submit the Bid on behalf of the Bidder.</p>

[∞] In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFB.

^β For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders/ Members from countries that have signed the Hague Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate

6.	Undertaking in Support of the authenticity of submitted information and documents and other commitments	An undertaking is to be given by the Bidder as per the format given at Enclosure I of this NIT, confirming the genuineness of the information furnished online, authenticity of scanned copy of documents uploaded and such other declarations. Note: In case the Bidder is a Consortium, the undertaking is to be signed by all the Members. (Original undertaking shall be submitted as per the provisions of NIT)
7.	Any other document to support the qualification information as submitted by the Bidder online.	
8.	Note: Only one file in .pdf format can be uploaded against each qualification criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against qualification criteria may also be added by the Bidder in the same file (in .pdf format) to be uploaded against respective qualification criteria.	

Part-I/ Cover-I - Other Important Documents (“OID”):

Sl.No.	Criteria	Scanned copy of documents(self-certified and notarized/certified ^{®□}) to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each criteria(CONFIRMATORY DOCUMENT)
1.	Legal status of the Bidder	Documents to be submitted as applicable: 1. Affidavit or any other document to prove the proprietorship/ individual status of the Bidder (applicable only where the Bidder is an individual or sole proprietor); 2. Partnership deed/ agreement containing name of partners and Certificate of Incorporation (applicable only where the Bidder is a partnership firm or a limited liability partnership); 3. Memorandum and Articles of Association with certificate of incorporation containing name of Bidder or any similar charter/ constitutional documents (applicable where the Bidder is a company); 4. Appropriate documents as applicable for any other Bidder not mentioned above. 5. Annex I(Appendix I of RFB) duly filled in and uploaded 6. In case of Consortium: (i) Details of all Member(s) as at 1/ 2/ 3 (as applicable) above; (ii) Joint Bidding Agreement as per format provided at Appendix IV of RFB; (iii) Annex I (Appendix I of RFB) duly filled in and uploaded; (iv) Annex IV (Appendix I of RFB) duly filled in and uploaded 7. An undertaking in the format given in Enclosure-III with respect to the ultimate beneficial ownership of the Bidder/Members, in light of the General Financial Rules, 2017 read with the OM No. F.No.6/18/2019-PPD dated 23 rd July

^{®□} For any document issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the document is being issued. However, any document provided by bidders from countries that have signed the Hague Convention, 1961 is not required to be legalised by the Indian Embassy if it carries a conforming Apostille certification.

Sl.No.	Criteria	Scanned copy of documents(self-certified and notarized/certified ^{9f}) to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each criteria(CONFIRMATORY DOCUMENT)
		2020 the Consolidated FDI Policy (effective from 15 October 2020) and the Press Note No. 3 (2020 Series) dated 17 April 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, each as amended or supplemented from time to time. 8. GST registration certificate.
2.	Power of attorney ¹⁵	As per the format annexed as Appendix II (as applicable) and Appendix III (in case the Bidder is a Consortium).
3.	Joint Operating Agreement (“JOA”)	A duly executed and adequately stamped joint operating agreement in the format set out in Appendix V, if applicable.
4.	Mandate Form for Electronic Fund Transfer	Copy of mandate form duly filled in as per proforma provided at Enclosure II of this NIT
5.	Any other document to support the qualification information as submitted by the Bidder online.	

11. Submission of Bids

11.1. All the Bids are to be submitted online and on the website [<http://www.coalindiatenders.nic.in>]. No Bid shall be accepted offline.

11.2. The Bidders should strictly comply with following instructions:

(a) The Bidders are required to submit their Bids online giving reference to this NIT number and date, in 2 (two) parts in the links “Part-I/ Cover I” and “Part-II/ Cover II”.

(b) Two parts of the Bid should contain the following details:

Part-I/ Cover I:

1. Bidder’s Covering Letter;
2. Details of Bid Security;
3. Information on qualifying criteria as detailed at Paragraph 9 and Paragraph 10 above including necessary scanned documents as elaborated there; and
4. A Mining Scheme as per Clause 1.1.4 of this RFB in the proforma given in Appendix IX for the Project.

Part-II/ Cover II:

1. Percentage of Revenue Share of Authority.

11.3. In order to submit a Bid, the Bidders/person authorised on behalf of the Bidder have to get themselves registered online on the e-procurement portal [<http://www.coalindiatenders.nic.in>] with a valid digital signature certificate (“DSC”) issued from any agency authorized by the Controller of Certifying Authority, Government of India (“CCA”) and which can be traced

^{9f}For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders/ Members from countries that have signed the Hague Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

up to the chain of trust to the root certificate of CCA. Such online registration of the Bidders on the e-procurement portal will be free of cost and one-time requirement only. The registration should be in the name of the Bidder, however the DSC holder may be either the Bidder itself or its duly authorized person. The bidder is one whose name will appear as Bidder in the e-procurement portal.

- 11.4. Bidder's Covering Letter (Part-I/ Cover I): The format of the "Bidder's Covering Letter" (as given in the RFB) will be downloaded by the Bidder and will be printed/ typed on its letter head. This document will be signed by the Bidder or an authorized person of the Bidder or the DSC holder bidding with authorization from the Bidder and a scanned copy of the same will be uploaded during bid submission in Part-I/ Cover I. This will be the covering letter of the Bidder for its submitted Bid. The content of the "Bidder's Covering Letter" uploaded by the Bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change or discrepancy in the contents of the Bidder's Covering Letter as uploaded by the Bidder as compared to the format of the Bidder's Covering Letter uploaded by the Authority, then the Bid will be rejected.
- 11.5. Price Bid (Part-II/ Cover II): The price bid of the Bidders shall specify the "Percentage of Revenue Share of Authority" to undertake the Project in accordance with the RFB, the Contract Agreement and the other Bidding Documents and will have no condition. The price bid which is incomplete and not submitted as per the instructions given above will be rejected. Any alteration/ modification in the Excel format may lead to the rejection of the Bid. The price bid file will be digitally signed and uploaded by the Bidder in Part-II/ Cover II.
- 11.6. It is the Bidder's responsibility to comply with the system requirements, i.e. hardware, software and internet connectivity at the Bidder's premises to access the e-procurement portal. Under no circumstances, the Authority shall be liable to the Bidders for any direct/ indirect loss or damages incurred by the Bidder, or any other person claiming through the Bidder, in connection with/arising out of incorrect use of the e-tender system or internet connectivity failures.
- 11.7. The Bidders are required to understand and comply with the requirements of e-tendering procedure for submission of the Bids online and are required to submit their Bids in compliance with the e-tendering procedure. Insufficient or lack of knowledge of e-tendering shall not excuse the Bidder from complying with the requirements of the Bidding Documents and any Bids not in compliance with the requirements of e-tendering procedure shall be liable for rejection.

12. Bid Opening and Evaluation

For details in relation to Bid opening and evaluation refer to Section III of the RFB (Evaluation of Bids).

13. Bid Validity

The validity period of the Bids shall be not less than 180 (one hundred and eighty) days from the Bid Due Date. A Bid valid for a shorter period shall be rejected by the Authority as being non-responsive.

14. Modification and Withdrawal of Bids

- 14.1 Modification or withdrawal of the Bids submitted by the Bidders shall be allowed online only before the Bid Due Date. A Bidder shall be permitted to modify and resubmit its Bid online as many times as may be required by the Bidder, until the Bid Due Date.

- 14.2 Bidders shall be permitted to withdraw their Bids online prior to the Bid Due Date and in such an event their Bid Security will be refunded. However, if the Bidder withdraws its Bid, it shall not be entitled to resubmit a Bid for that particular tender. No withdrawal or modification of the Bid shall be allowed after the Bid Due Date.
15. The Authority reserves the right, at its discretion, to postpone the Bid Due Date and the date of opening of the Bids, or reject any or all Bids without giving any reason or to accept any Bid which, in the Authority's sole judgment and discretion, is the most beneficial to the Authority and/or to cancel the Bidding process and reject all the Bids, at any time prior to the award of the Project, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders regarding the grounds or reasons for the Authority's actions. The Authority further reserves the right to negotiate with any or all the Bidders in relation to their Bids. Any such action shall not be called into question and the Bidders shall have no claim or cause of action in this regard against the Authority or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither the Authority nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages that may be raised by the Bidder (or any person claiming through such Bidder) in relation to the preparation or submission of Bids.
16. The Authority does not bind itself to accept the Bid having highest net present value (NPV) and reserves the right to reject any or all the Bids without assigning any reasons whatsoever, without incurring any liability to the Bidder(s) (affected or otherwise) or any obligation to inform the affected Bidder(s) on the ground of the Authority's action.
17. Any addendum/ corrigendum/ date extension etc. in respect of this tender shall be issued on the website [<http://www.coalindiatenders.nic.in>] only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

18. Integrity Pact

The Bidders are required to go through the integrity pact which is a part of the Bidding Documents. Bidders shall accept the integrity pact as given in the Bidding Documents.

19. Name, address and contact number of the independent external monitor nominated for this tender:

Sl. No.	Name	Address
1.	Shri Anil Kaushal	A-1/245, GF, Janakpuri, New Delhi - 110058 (kaushal.anil17@gmail.com)
2.	Shri Sudhir Kumar	8022, ATS – One Hamlet, Sector – 104, PO Maharshi Nagar, Noida – 201304 (sukuag@hotmail.com)

20. Procurement & Sourcing of Goods and Services for the Project

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

21. Planning and Designing in Purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT — wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation / stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the Bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to Project location while planning and designing the Project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic wind velocity: 55, 50, 47. 44, 39 & 33 m/s)
- iii) Area liable to floods and probable maximum surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and maximum sustained wind specific to coastal region
- vi) Landslides incidences with annual rainfall normal
- vii) District wise probable maximum precipitation.

(Format of Undertaking)^B

(For commitment, genuineness of the information furnished online and authenticity of the documents uploaded during the Bidding Process)

UNDERTAKING

I/ We,, hereby agree, undertake, and confirm that:

1. I/We am/are submitting a bid for the Work of Re- opening, salvaging, rehabilitation, development and operation of Underground Coal Mine on Revenue sharing basis against NIT No. dated..... and I/we agree and undertake to execute the work in accordance with all the terms, conditions and provisions of the Bidding Documents.
2. All information furnished by me/ us in respect of fulfillment of qualification criteria for our Bid is complete, correct and true.
3. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
4. I/ We hereby authorize the Authority and/ or its authorized representatives to seek references/ clarifications from our bankers.
5. If any information and document furnished/ uploaded by me/ us is found to be false/ incorrect at any time, the Authority may reject my/ our Bid and action as deemed fit may be taken against me/us, including termination of the Contract Agreement (if the Project is awarded to me/us), forfeiture of all dues including the Bid Security and banning/ delisting of me/ us and all members/ partners.
6. Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder

(In case of Consortium, signature of all the Members)

Dated:

Seal of Notary

^B*The undertaking is to be submitted on the letterhead of the Bidder.*

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER /
INTERNET BANKING PAYMENT**

1. **Name of the Bidder:**.....
 2. **Address of the Bidder:**

 City..... Pin Code.....
 E-mail Id
 Permanent Account Number
3. **Particulars of Bank:**

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

4. **Date from which the mandate should be effective:**

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ we shall not hold the Authority responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updation of records for purpose of credit of amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/ us.

Place:

Date:

Signature of the Bidder/Authorised Signatory

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

Banker's Stamp

Date

Signature of the authorised official from the Bank

(Format of Undertaking)^β**UNDERTAKING**

{Insert name of the Bidder}, (“**Undersigned Bidder**”) hereby agrees, undertakes, and confirms each of the following:

1. The Undersigned Bidder is submitting a Bid for the work [•] against NIT No. [•] dated [•] and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Bidding Documents.
2. The Undersigned Bidder is aware of the restrictions on procurement from a “*bidder from a country which shares a land border with India*”, as defined and specified under the General Financial Rules, 2017 read with the OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India as amended or supplemented (“**Indian Public Procurement Laws**”)the Consolidated FDI Policy (effective from 15 October 2020)and the Press Note No. 3 (2020 Series) dated 17 April 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, each as amended or supplemented from time to time.
I/We hereby declare and certify that:
 - (a) {[the Undersigned Bidder is not incorporated or registered in a country which shares a land border with India and is eligible to be considered, in terms of the Indian Public Procurement Laws] **OR** [the Undersigned Bidder is incorporated or registered in a country which shares a land border with India and is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. A certified true copy of the registration certificate obtained by the Undersigned Bidder is submitted along with the Bid]}; and
 - (b) the Undersigned Bidder is permitted to submit the Bid and carry out all the functions of a successful Bidder in accordance with the applicable laws in India.
3. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
4. If any information and document furnished/ uploaded by the Undersigned Bidder is found to be false or incorrect at any time, the Authority may reject the Bid of the Undersigned Bidder and action(s) as deemed fit may be taken against the Undersigned Bidder, including but not limited to the termination of the Contract Agreement (if the Project is awarded to the Undersigned Bidder), forfeiture of all dues including the Bid Security and banning and/or delisting of the Undersigned Bidder and all its members, partners or other constituents.
5. All capitalised terms used herein, unless specifically defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder**Dated:**

(In case of the Consortium, signature of all the Members)

Seal of Notary

^βThis undertaking shall be submitted on the letterhead of the Bidder.

Request for Bid
(RFB)

for

Re-opening, Development & Operation
of _____ Underground Coal Mine
on
Revenue sharing basis

Western Coalfields Limited
(A Government of India Undertaking)

GLOSSARY

Annual Sale Value	As defined in Clause 2.2.6 of this RFB
Associate	As defined in Clause 2.2.4 of this RFB
Authority	As defined in Clause 1.1.1 of this RFB
Bid	shall mean a bid submitted pursuant to this RFB
Bid Due Date	As defined in Paragraph 3 of NIT
Bid Security	As defined in Paragraph 5 of NIT
Bidder(s)	shall mean any single entity or a Consortium which submits a Bid pursuant to this RFB
Bidding Documents	shall mean the documents set forth in Clause 2.8.1 of this RFB
Bidding Process	As defined in Clause 1.2.1 of this RFB
Clarification Submission Due Date	As defined in Paragraph 3 of NIT
Contract Agreement	As defined in Clause 1.1.1 of this RFB
Conflict of Interest	As defined in Clause 2.2.1(b) of this RFB
Consortium	shall mean the consortium of the Lead Member and other Members, who have jointly submitted a Bid pursuant to this RFB
Damages	As defined in Clause 2.2.1(b) of this RFB
Financial Capacity	As defined in Clause 2.2.3 of this RFB
Government	Government of India/ Government of [Maharashtra] or the Government of the country of origin of the Bidder, as the case may be
Joint Bidding Agreement	As defined in Clause 2.2.7(e) of this RFB
Joint Operating Agreement	As defined in Clause 2.2.11 of this RFB
Lead Member	in relation to a Consortium shall mean and refer to the entity identified/ nominated by the Members of a Consortium as the lead member of the Consortium
LOA	shall mean the letter of award issued by the Authority to the Successful Bidder

Member	in relation to a Consortium shall mean and refer to each single entity (not a consortium), which is a part of such Consortium
Mine Operator	As defined in Clause 1.1.2 of this RFB
Mine Profile	As defined in Clause 1.1.1 of this RFB
Mining Scheme	As defined in Clause 1.1.4 of this RFB
Net Worth	As defined in Paragraph 9.2 of NIT
NIT	shall mean the Notice Inviting Tender
Performance Security	As defined in the Clause 9.1 of the Contract Agreement
Project	As defined in Clause 1.1.1 of this RFB
Re. or Rs. or INR or ₹	Indian Rupee
Revenue Share of Authority	As defined in Clause 1.1.5 of this RFB
RFB or Request for Bid	shall mean this Request for Bid (including all annexures, appendix, schedules, forms hereto), as amended from time to time
Successful Bidder	As defined in Clause 3.9.1 of this RFB
SPV	As defined in Clause 2.2.6 of this RFB
Technical Capacity	As defined in Clause 2.2.2 of this RFB
Total Income	As defined in Paragraph 9.2 of NIT

Words and expressions beginning with capital letters, but not defined shall, unless repugnant to the context, have the meaning so ascribed under the Bidding Documents.

TABLE OF CONTENTS

Glossary	2
Disclaimer	6
1. SECTION I: INTRODUCTION.....	9
1.1 Background	9
1.2 Brief description of the Bidding Process.....	13
2 SECTION II: INSTRUCTIONS TO BIDDERS (ITB).....	15
2.1 General Terms of Bidding.....	15
2.2 Eligibility and Qualification Criteria.....	16
2.3 Change in composition of the Consortium.....	23
2.4 Number of Bids and costs thereof.....	23
2.5 Site visit and verification of information	23
2.6 Acknowledgement by Bidder.....	23
2.7 Right to accept any Bid, negotiate and to reject any or all Bids	24
2.8 Contents of the Bidding Documents	25
2.9 Clarifications by Bidders.....	26
2.10 Amendment to Bidding Documents.....	26
2.11 Language	27
2.12 Format and signing of Bid.....	27
2.13 Bid Due Date.....	27
2.14 Modifications and Withdrawal of Bids	27
2.15 Bid Validity	28
2.16 Bid Security.....	28
2.17 Proprietary data	29
2.18 Correspondence with the Bidder.....	29
2.19 Integrity pact	29
3 SECTION III: EVALUATION OF BIDS.....	30
3.1 Evaluation parameters	30
3.2 Technical Capacity for purposes of evaluation	30
3.3 Details of Experience	30
3.4 Financial information for purposes of evaluation	30
3.5 Opening of Bids	31
3.6 Test of responsiveness.....	31
3.7 Clarifications by Authority.....	32
3.8 Evaluation of Bid	32
3.9 Selection of Bidder.....	34
3.10 Contacts during Bid Evaluation	35
3.11 Confidentiality.....	36
4 SECTION IV: FRAUD AND CORRUPT PRACTICES	37
5 SECTION V: PRE-BID CONFERENCE.....	39
6 SECTION VI: MISCELLANEOUS.....	40
PART-I/ COVER-I: BID FOR QUALIFICATION.....	41
I. Bidder's Covering Letter [£]	42
AnnexI Details of Bidder.....	45
AnnexII Technical Capacity of the Bidder [@]	47

AnnexIII	Financial Capacity of the Bidder	48
AnnexIV	Statement of Legal Capacity.....	50
II.	Power of Attorney for signing of Bid	51
III.	Power of Attorney for Lead Member of Consortium.....	54
IV.	Joint Bidding Agreement	56
V.	Joint Operating Agreement	61
AnnexI	ADDITIONAL PERFORMANCE GUARANTEE	68
VI.	Contract Agreement	71
VII.	Mine Profile	72
AnnexI	Geological Report.....	73
VIII.	PROFORMA FOR INTEGRITY PACT	74
IX.	PROFORMA OF MINING SCHEME.....	79
	PART-II/ COVER-II: PRICE BID.....	80
X.	Price Bid.....	81
	PART-III: GENERAL.....	82
XI.	USER PORTAL AGREEMENT	83
XII.	High Power Committee Recommendations	89

Disclaimer

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

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no responsibility or liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part thereof or arising in any way from participation in the Bidding Process. Any liability is accordingly expressly disclaimed by the Authority, its consultants, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of the Authority, its consultants, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise. Nothing in the Bidding Documents shall be construed as legal, financial or tax advice.

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

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

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

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

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

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

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

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

All Bids, including any and all supporting documents submitted therewith, pursuant to the Bidding Documents, once submitted, shall become the property of the Authority. Provided however, any intellectual property rights existing in the information contained in such Bid will remain the property of the Bidder (or other persons, as appropriate) submitting that Bid. Provided further that the Bidder shall have deemed to have licensed and authorised the Authority, its officers, employees, advisers, consultants and agents to copy, adapt,

disclose or to use, as the Authority may deem fit, all information and material contained in the Bid for the purposes of the Bidding Process including, without limitation, evaluation of the Bids.

WESTERN COALFIELDS LIMITED

1. SECTION I: INTRODUCTION

1.1 Background

- 1.1.1 WESTERN COALFIELDS LIMITED (the “**Authority**”) is *inter alia* engaged in the re-opening, salvaging, rehabilitation, development and operation of its discontinued coal mines and as part of this endeavour, the Authority has decided to undertake re-opening, development and operation of _____ Underground Coal Mine (the “**Project**”) through a mine operator for excavation/extraction of coal and delivery thereof to the Authority. The description of the Project is given in the Mine Profile annexed as Appendix VII (the “**Mine Profile**”) and the contract agreement annexed as Appendix VI (the “**Contract Agreement**”).
- 1.1.2 The “**Mine Operator**” i.e. the company limited by shares to be promoted and incorporated under the Companies Act, 2013 by the Successful Bidder prior to execution of the Contract Agreement, shall be responsible for designing, financing, procurement, construction, re-opening, salvaging, rehabilitation, development, operation and maintenance activities of the Project under and in accordance with the provisions of the bidding requirement and Contract Agreement to be entered into between the Mine Operator and the Authority.
- 1.1.3 The Mine shall be handed over to the Mine Operator on “as is where is” basis. The existing infrastructure and project facilities may be utilized by the Mine Operator for the purpose of the Project without any additional payment to the Authority, subject to the condition that a prior written notice regarding such utilization is provided by the Mine Operator to the Authority. However any cost and expenses towards repair, refurbishment, renovation, upgradation etc. of such infrastructure and project facilities utilized by Mine Operator shall be borne by the Mine Operator. Further, the Mine Operator undertakes to utilize such existing infrastructure and project facilities solely for the Project and not otherwise. In this regard, it is hereby clarified that: (a) the Authority shall continue to be the owner of such infrastructure or project facilities and any such utilization by the Mine Operator shall not create any right/interest in its favour; and (b) pursuant to such utilization, the Mine Operator shall be responsible for compliance with Applicable Laws and maintenance (including continuation of validity of any registration/license/permit (if any) of such infrastructure and/or project facilities.

The Mine Operator shall be free to adopt the method of mining (opencast, underground, highwall or combination of more than one methods), required technology and deployment of mining machinery for operation of the Mines by **mechanized means** (without manual loading of coal excavated/extracted).

The scope of work of the Mine Operator will broadly include (but not limited to) re-opening and development of the Project including scientific studies, acquisition of land required by the Mine Operator (including physical possession and rehabilitation and resettlement (“**R&R**”) activities for the acquired land) at its own cost and risk. The Mine Operator shall undertake detailed designing, financing, mine construction, procurement of mining and other equipment, operation and maintenance of the mine

under the Project for excavation/extraction and delivery of coal, and performance of all other obligations of the Mine Operator in accordance with the bidding requirement and Contract Agreement.

In particular for the underground mining method, if proposed, the scope of work broadly includes making access or mine entries from surface to the underground for approaching coal seam(s), underground mine development, formation of panels, backfilling/stowing; if required, mine ventilation etc. In particular for the opencast mining method, if proposed, the scope of work broadly includes creation of box cut, haul road construction, removal and transportation of overburden etc.

Transportation of coal, material, machinery and men; procurement, storage, transportation, handling and use of explosives; supply, installation, operation and maintenance of all mining and other equipment/machinery; electrical power supply and distribution; lighting arrangement; drainage and pumping of water; firefighting arrangement; mine communication and all other provisions for surface infrastructure & project facilities as required shall be included within the scope of work for the Mine Operator, as applicable to the proposed mining method.

The responsibility of the Mine Operator being the occupier of the mine includes exploration and preparation of the Geological Report; preparation and approval of the Mining Plan, Detailed Project Report and R&R Plan; undertaking rehabilitation and resettlement activities as per the approved R&R Plan; procuring environmental clearance, forest clearance if required; obtaining applicable permits, licenses, statutory clearances etc. for the Project; and performing all other obligations of the Mine Operator in accordance with the Contract Agreement and that of an owner under the Mines Act, 1952. The Mine Operator shall be responsible for compliance of all conditions laid down in the environmental clearance and forest clearance as issued by the appropriate authority and such other conditions as laid down by the relevant pollution control board(s) or any other Government Instrumentality. The Mine Operator shall employ suitably qualified and skilled persons for the Project and shall be responsible for payment of wages to them in accordance with the applicable laws and in consonance with the recommendations of the High Power Committee Recommendation annexed as Appendix XI. Environmental monitoring and management, including reclamation and progressive mine closure, will also be the responsibility of the Mine Operator. If the final mine closure occurs during the period of the Contract Agreement, the responsibility for undertaking final mine closure shall be that of the Mine Operator. The responsibility of the Mine Operator will primarily be to excavate/extract and deliver coal in accordance with the Annual Production Programme as specified in the Contract Agreement. Damages shall be levied on the Mine Operator for any shortfall in actual production against targets specified in the Annual Production Programme. Any other activities incidental to the Project unless otherwise expressly mentioned in the Contract Agreement shall be undertaken by the Mine Operator at its own cost.

Net revenue generated by selling of coal shall be shared with the Authority in contracted percentage as per the provisions of the Agreement.

The Authority shall be the 'owner' of the coal extracted/excavated from the Mines. But the Mine Operator, being the actual occupier of mine, shall be responsible to discharge the responsibility of the owner of the Mine under the Mines Act, 1952 and shall appoint the agent, manager and other statutory personnel pursuant to the

requirements of the Mines. The Authority may support, co-operate and facilitate the Mine Operator in the implementation and operation of the Project in accordance with and subject to the provisions of the Contract Agreement.

Bidders should note that the matters described above in this Clause 1.1.3 are indicative in nature. Bidders are expected to review the Contract Agreement in detail which contains the detailed terms of the respective obligations and responsibilities of the Mine Operator and Authority, and which will govern the actual relationship between the parties.

1.1.4 Additional requirement and provisions:

The Bidder is required to submit a mining scheme (“**Mining Scheme**”) incorporating, *inter alia*, the proposed mining method(s) (opencast/ underground/ highwall or combination of mining methods), activities for re-opening the mine, production schedule from corresponding mining method(s), coal seams to be worked, major machineries to be used and such other particulars, in the format set out at Appendix IX of RFB. During preparation of the Mining Scheme, the Bidder shall adhere to the minimum extractable reserve of 3.15 Mt from the Project considering the Mine Profile set forth in Appendix VII of RFB.

Bidders are required to quote in their respective Bids a year-wise and according to the mining method, a proposed coal production schedule for 25 years or proposed life of the mine, whichever is shorter, in the following format and as part of the Mining Scheme (“**Coal Production Schedule**”):

Coal Production Schedule for the Project

Accounting Year	Open Cast production (in tonne)	UG production (in tonne)	Highwall production (in tonne)	Total production (in tonne)
1st				
2nd				
....				
25th year/ proposed life of the mine, whichever is shorter				
Total production				

The Coal Production Schedule shall be adhered to by the Mine Operator for preparation of the Mining Plan and the Detailed Project Report in terms of the Contract Agreement.

If the Mine Operator feels that the available Geological Report and geological information is not sufficient, the Mine Operator may undertake additional exploration as per its requirement at its own cost.

The Mine Operator shall prepare and procure approval of the Mining Plan and Detailed Project Report on the basis of Geological Report [, / and] the Mining Scheme submitted along with the Bid and the revised Coal Production Schedule, if applicable. During the Contract Period, the Mine Operator shall fulfill all its obligations in accordance with the provisions of the approved Mining Plan. After approval of the Mining Plan and preparation of Detailed Project Report, if it is assessed by the Mine Operator that the Project is not viable for the Mine Operator with the revenue to be received, the Mine Operator may terminate the Agreement without forfeiture of the Performance Security and additional performance guarantee, if any, deposited with the Authority. It is hereby clarified that the Authority shall not be liable to pay any amount for preparation of the Mining Plan and Detailed Project Report or any other expenses in this regard to the Mine Operator.

Similarly on receiving of the Detailed Project Report, if it is determined by the Authority that the Project is not viable for the Authority, the Authority may terminate the Agreement with no obligation to either Party. However in such case, the Authority shall return the Performance Security and additional performance guarantee, if any, deposited with the Authority.

The provision to terminate the Agreement for either Party shall be valid only for the duration of 60 (sixty) days from the date of submission of approved Mining Plan or date of submission of Detailed Project Report, whichever is later. If neither Party exercises its right to terminate the Agreement within the stipulated time period of 60 (sixty) days, this Agreement shall continue to be in full force and effect.

- 1.1.5 The Bidders are required to quote in their Bids a percentage of revenue to be shared with the Authority (the “**Revenue Share of Authority**”). The portion of net revenue (as described in Clause 28.1 of the Contract Agreement) generated on selling of coal produced shall be shared with the Authority and the Mine Operator in accordance with the Contract Agreement.
- 1.1.6 As part of the Bidding Documents, the Authority has provided a Contract Agreement which sets forth the detailed terms and conditions of the Project, including there-opening and development of the mine, operation and maintenance of the mine, excavation/extraction and delivery of coal and rights and obligations of the Mine Operator. The Contract Agreement should be read and understood by the Bidders.
- 1.1.7 The statements and explanations contained in this RFB are intended to provide a better understanding to the Bidders about the subject matter of this RFB and should not be construed or interpreted, as limiting, in any way or manner the scope of services and obligations of the Mine Operator as set forth in the Contract Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract Agreement or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this RFB, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8 The Bidders would be required to furnish all the information specified in this RFB. The Bidders are advised to visit the site and familiarise themselves with the Project before submitting their Bids. Further, the Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

- 1.1.9 The Authority invites Bids (through e-tendering) from eligible Bidders pursuant to this RFB in accordance with the terms set forth in the Bidding Documents for the Project and excavation/extraction and delivery of coal, and all the Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due Date.

1.2 Brief description of the Bidding Process

- 1.2.1 The Authority has adopted a single stage two-part process (referred to as the “**Bidding Process**”) for award of the Project to the Successful Bidder. All the Bids are to be submitted online and on the website [<http://www.coalindiatenders.nic.in>]. The Bidders are to submit offers in 2 (two) parts in the links “Part-I/ Cover I” and “Part-II/ Cover II” as follows:

Part-I/ Cover I:

1. Bidder’s Covering Letter;
2. Details of Bid Security;
3. Information on qualifying criteria as detailed at Paragraph 9 and Paragraph 10 of NIT including necessary scanned documents as elaborated there; and
4. A Mining Scheme as per Clause 1.1.4 of this RFB in the proforma given in Appendix IX for the Project.

Part-II/ Cover II:

1. Price Bid in Excel format:

- a) Percentage of Revenue Share of Authority.

The floor percentage of Revenue Share of Authority is [4% (four percent)]

No Bid shall be accepted offline.

- 1.2.2 In order to submit a Bid, the Bidders/person authorised on behalf of the Bidder have to get themselves registered online on the e-procurement portal [<http://www.coalindiatenders.nic.in>] with a valid digital signature certificate (“DSC”) issued from any agency authorized by the Controller of Certifying Authority, Government of India (“CCA”) and which can be traced up to the chain of trust to the root certificate of CCA. The online registration of the Bidders on the portal will be free of cost and one-time requirement only. The registration should be in the name of the Bidder, however the DSC holder may be either the Bidder itself or its duly authorized person. The bidder is one whose name will appear as bidder in the e-procurement portal.
- 1.2.3 In order to become an eligible bidder, the Bidders shall have to accept unconditionally the online user portal agreement, including acceptance of all the terms and conditions of the RFB, the Contract Agreement and other terms and conditions forming part of the Bidding Documents, along with the online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidders online. No conditional Bid shall be accepted. The Authority makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bidding Documents. Each Bidder must conduct its/his own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of

entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bidding Documents are complete in all respects.

- 1.2.4 It shall be the Bidders' responsibility to comply with the system requirements i.e. hardware, software and internet connectivity to access the e-tender portal and to submit the Bids online. Under no circumstances, the Authority shall be liable to any of the Bidders for any direct/indirect loss or damages incurred by any Bidder as a result of, or arising out of, or related to incorrect use of the e-tender system or internet connectivity failures.
- 1.2.5 The Bidders are required to understand and comply with the e-tendering procedure for submission of Bids online and are required to submit their Bids in compliance with the e-tendering procedure. Insufficient or lack of knowledge of e-tendering process shall not excuse the Bidder from complying with the requirements of the Bidding Document and any Bids not in compliance with the e-tendering procedure shall be liable for rejection.

2 SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 The Mine Profile is being provided as a reference document by way of assistance to the Bidders for submitting their Bids. Nothing contained in the Mine Profile shall confer any right on the Bidders, and the Authority shall not be bound by, and shall have no liability whatsoever, in relation to, or arising out of, any or all contents / provisions of the Mine Profile. However, the Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- 2.1.2 Notwithstanding anything to the contrary contained in the Bidding Documents, the detailed terms specified in the Contract Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bids must be in compliance with the requirements, specifications, and other applicable attachments, including all other terms and conditions mentioned in this RFB and the other Bidding Documents. Any Bid containing any exceptions/ deviations to the terms and conditions (except in accordance with the Bidding Documents) shall be liable to be rejected at the sole discretion of the Authority. Any condition or qualification or any other stipulation contained in the Bid of any Bidder shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.4 The Bids and all communications/ clarifications in relation to, or concerning, the Bidding Documents shall be in English language.
- 2.1.5 The Bidding Documents provided by the Authority are, and shall remain, or become, the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. The provisions of this Clause 2.1.5 shall also apply *mutatis mutandis* to the Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid or document or information provided along therewith.
- 2.1.6 Non-compliance with any of the bidding instructions may lead to rejection of the Bid.
- 2.1.7 This RFB is not transferable.
- 2.1.8 Any award of the Project pursuant to this RFB shall be subject to the terms of the Contract Agreement and other Bidding Documents.

2.2 Eligibility and Qualification Criteria

2.2.1 Eligible Bidders

- (a) Bids may be submitted by a single Bidder or a Consortium formed by a maximum of 3 (three) Members, which satisfy the qualification criteria stipulated in the Bidding Documents and has a DSC issued from any agency authorized by the CCA and which can be traced up to the chain of trust to the root certificate of the CCA. Where the Bidder is a Consortium, it shall comply with the conditions set out in Clause 2.2.7 below.
- (b) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security. The Bidder hereby further agrees and consents that the Authority shall, upon the occurrence of a Conflict of Interest, have the right to forfeit the Bid Security or Performance Security, as the case may be. as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority (the “**Damages**”), without prejudiceto any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(b), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less

than 26% (twenty-six) percent of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this RFB as any other Bidder; or
 - (v) such Bidder, its Member or any Associate thereof has a relationship (arising due to ownership / holding / cross holding) with another Bidder, its Member or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (vi) such Bidder, its Member or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (c) A Bidder shall be liable for disqualification and forfeiture of the Bid Security or Performance Security, as the case may be, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to, or incidental to, the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Successful Bidder after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have under the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFB for the Project. In addition, this disqualification shall not apply where such adviser is engaged after a period of 3 (three) years from the Commercial Operation Date of the Project.
- (d) Any entity which has been barred by Coal India Limited or any subsidiary of Coal India Limited or the Ministry of Coal, Government of India, from participating in any project and the bar subsists as on the date of the Bid, would

not be eligible to submit a Bid, either individually or as Member of a Consortium.

2.2.2 Technical Capacity

The following entities shall be eligible to participate in the bidding process:

(i) a Government company or corporation or a joint venture company formed by such company or corporation or between the Central Government or the State Government, as the case may be, or any other company incorporated in India;

Or

(ii) a company or a joint venture company formed by two or more companies.

2.2.3 Financial Capacity

The Bidder shall have a minimum average Total Income during the 3 (three) financial years as chosen by the Bidder from the last 4 (four) immediately completed consecutive financial years as on date of invitation of Bids and a minimum Net Worth at the close of the latest financial year among the 3 (three) financial years chosen by the Bidder (the “**Financial Capacity**”) as per the table given below.

Proposed Contracted Capacity by the Bidder (in Mt)	Minimum Net Worth Rs. (in crore)	Minimum average Total Income Rs.(in crore)
Up to 0.5	20 (twenty)	50 (fifty)
>0.5 to 1.0	35(thirty five)	100 (one hundred)
Above 1.0	50 (fifty)	150 (one hundred and fifty)

It is hereby clarified that the 3 (three) financial years chosen by the Bidder shall be the same for each Member (where the Bidder is a Consortium) and the Associate(s), whose Financial Capacity is furnished and relied upon by the Bidder.

It is further clarified that the Bidder (or each Member of the Consortium where the Bidder is a Consortium) and its Associate, whose Technical Capacity and/ or Financial Capacity is furnished and relied upon by the Bidder, shall have positive Net Worth.

2.2.4 Associate(s)

(i) In computing the Technical Capacity and Financial Capacity of a Bidder (or any Member(s) thereof where the Bidder is a Consortium) the Technical Capacity and Financial Capacity of its Associates would also be eligible hereunder. It is clarified that a Bidder (or any Member(s) thereof where the Bidder is a Consortium) will be permitted to submit and rely upon the experience of only 1 (one) Associate for the purpose of qualification and eligibility under this RFB.

(ii) For purposes of this RFB, the expression “**Associate**” means, in relation to the Bidder/Member, a person who is controlled by such Bidder/ Member. As used in

this definition, the expression “**control**” means, with respect to a person which is a company or corporation, (a) the right to appoint, or cause the appointment of, more than 50% (fifty per cent) of the members of the board of directors (or similar governing body) of such person; or (b) ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person , whether by operation of law or by contract or otherwise.

- (iii) No change in control of an Associate of the Bidder or Member whose Technical Capacity and/ or Financial Capacity is furnished and relied upon by the Bidder for the purpose of eligibility and qualification under this RFB, shall be permitted during the Bidding Process and, if the Project is awarded to such Bidder, until the expiry of a period of 2 (two) years from the Commercial Operation Date of the Project.
- (iv) Without prejudice to sub-clause (iii) above, in the event of a change in control of any Associate of the Bidder or Member (where the Bidder is a Consortium) whose Technical Capacity and/ or Financial Capacity is furnished and relied upon by the Bidder for the purpose of eligibility and qualification under this RFB, the Bidder shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify such Bidder/ reject its Bid or withdraw the LOA, as the case may be. In the event such change in control occurs after signing of the Contract Agreement, it would, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed a breach thereof, and the Contract Agreement may be liable to be terminated without the Authority being liable to the Bidder in any manner whatsoever.

2.2.5 The Bidder shall furnish the requisite documents listed in Paragraph 9 and Paragraph 10 of NIT.

2.2.6 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/ mine operator (the “**SPV**” / the “**Mine Operator**”) to execute the Contract Agreement with the Authority for development and operation of the Project. The subscribed and paid up equity share capital of the SPV shall be at least 15% (fifteen per cent) of the value arrived by multiplying the maximum coal production in a year (as proposed in the Coal Production Schedule of the Mining Scheme) with the price of coal as on Bid Due Date (as per national coal index) (the “**Annual Sale Value**”). The board of directors of the SPV 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 per cent) of the subscribed and paid up equity share capital of the SPV at all times during the tenure of the Project.

2.2.7 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 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 IV (the “**Joint Bidding Agreement**”), for the purpose of making and submitting 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 Mine Operator 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 Commercial Operation Date (as defined in the Contract Agreement) of the Project, hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
 - (v) subject to Clause 2.2.7(e)(iv) above and provisions 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 2.2.7(e)(iv) above. However, for the Consortium with only 2 (two) members to hold collectively 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; and

- (vi) commit that in no event shall the subscribed and paid up equity share capital of the SPV be less than 15% (fifteen per cent) of the Annual Sale Value.
- (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.

2.2.8 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should upload clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (must apply to the Bidder, Member (s), if the Bidder is a Consortium) or Associate named in the Bid and not unless specifically requested, to other associated companies or firms; and
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

2.2.9 For the Bidder (including each Member where the Bidder is a Consortium) from any country outside India, the following provisions shall apply:

- (a) where, on the date of the Bid, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up share capital of a Bidder or its Member(s) is held by persons resident outside India or where a Bidder or its Member(s) is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member(s);

then the qualification of such Bidder or in the event described in sub-clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as stated above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the equity shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

The Bidder or each Member (where the Bidder is a Consortium) shall fulfil all conditions for it to be considered eligible to submit its bid in terms of the General Financial Rules, 2017 read with the OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, as amended or supplemented (“**Indian Public Procurement Laws**”).

In addition, the Bidder or each Member, as the case may be, shall comply with the provisions under the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended or supplemented from time to time), including but not limited to Press Note No. 3 (2020 Series) dated 17 April 2020 and Consolidated FDI Policy (effective from 15 October 2020) issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. In this regard, the Bidder shall:

- (a) submit an undertaking in the format given in Enclosure-III of the NIT with respect to the ultimate beneficial ownership of the Bidder (or each Member in case of the Bidder is a Consortium), as the case may be;
- (b) disclose its ultimate beneficial ownership, in light of Press Note No. 3 (2020 Series) dated 17 April 2020 read with the Consolidated FDI Policy (effective from 15 October 2020) issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, as amended from time to time. For the purposes of this sub-clause determination of ‘beneficial owner’ shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended or supplemented from time to time); and
- (c) ensure that the beneficial owner(s) of the Bidder do not belong to any country which shares a land border with India.

2.2.10 For the purpose of Financial Capacity of the Bidder, the Bidder can choose any 3 (three) financial years from the 4 (four) immediately completed consecutive financial years, as on the date of invitation of Bids. However, financial years chosen by the Bidder shall be the same for each Member (in case of Consortium) and the Associate(s), whose Financial Capacity is furnished and relied upon by the Bidder.

2.2.11 A validly executed, adequately stamped and legally enforceable Joint Operating Agreement in the form prescribed at Appendix V to this RFB (the “**JOA**” or “**Joint Operating Agreement**”) is required to be submitted by the Bidder along with its Bid, where the Bidder furnishes and relies upon the Technical Capacity of any of the: (a) Associate(s) (where the Bidder is either a single entity or Member(s) of Consortium); and/or (b) Member(s) of the Consortium (where the Bidder is a Consortium). For avoidance of doubt, it is hereby clarified that depending upon the reliance placed by the Bidder upon the Technical Capacity of Associate(s) and/or Member(s) of Consortium, as provided in this Clause 2.2.11, the JOA shall be executed

between/among (a) all the Members of the Consortium (where Bidder is a Consortium); or (b) all the Members of the Consortium and Associate(s) (where Bidder is a Consortium); or (c) the Bidder (where Bidder is a single entity) and the Associate(s), as the case may be.

The validity of the JOA shall be 2 (two) years from the COD in terms of the Contract Agreement.

In addition, each of the executants of the JOA shall be required to submit an additional performance guarantee for an amount of equivalent to 0.5% (zero point five per cent) of the Annual Sale Value in Indian Rupees, within 60 (sixty) days from the date issuance of the LOA. This additional performance guarantee in the form of an irrevocable and unconditional bank guarantee in the prescribed format given in Annex-I of Appendix-V in favour of the Authority shall be kept valid and operative up to 90 (ninety) days after the expiry of the validity of JOA.

2.3 Change in composition of the Consortium

No change in the Members of a Consortium will be permitted without the prior written permission of the Authority.

2.4 Number of Bids and costs thereof

- 2.4.1 A Bidder cannot submit multiple Bids for the Project, either as a single entity and/or as a part of a Consortium by forming multiple consortia with different Members.
- 2.4.2 Bidders shall be responsible for all the costs and expenses associated with the preparation, submission and negotiation of their Bid and their participation in the Bidding Process (including without limitation, costs associated with the submission of information additionally requested and with its preparation for and attendance at clarification meetings). The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process or evaluation.

2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, geological data, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) made a complete and careful examination of the RFB, the Contract Agreement and other Bidding Documents;

- (b) received all relevant information requested by it from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFB and other Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with the Contract Agreement and other Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Bidder;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided under and in terms of the Bidding Documents including the Contract Agreement.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of, or concerning, or relating, to the RFB or the Bidding Process, including any error or mistake therein, or in any information or data given by the Authority.

2.7 Right to accept any Bid, negotiate and to reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFB, the Authority reserves the right to accept, negotiate or reject any Bid and to annul the Bidding Process and reject all Bids (in whole or part) at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.7.2 The Authority reserves the right to reject any Bid or price bid and appropriate the Bid Security if at any time a material misrepresentation is made or uncovered. Such misrepresentation shall lead to disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

In case the Bidding Process is annulled by the Authority in accordance with the Bidding Documents, it will refund the Bid Security within 30 (thirty) days without any interest.

2.7.3 In case it is found during the evaluation process or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions for qualification have not been met by the Bidder, or the Bidder has made misrepresentation or has given any incorrect or false

information to the extent that had the correct or true information been made available to the Authority at the time of Bid evaluation, the Bid would have been declared ineligible or unsuccessful, its Bid shall be rejected and the concerned Bidder shall be disqualified forthwith if not yet appointed as the Mine Operator either by issue of the LOA or entering into of the Contract Agreement. If the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFB, be liable to be terminated, by a communication in writing by the Authority to the Mine Operator, without the Authority being liable in any manner whatsoever. In such an event, the Authority shall be entitled to forfeit or appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which the Authority may have under this RFB, the Bidding Documents, the Contract Agreement or otherwise.

- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFB or the Bidding Documents and the Bidders shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.7.5 Bids not complying with the requirements of the Bidding Documents shall be liable for rejection.
- 2.7.6 Bids, which are not complete in all respects shall be liable for rejection without any requirement of intimation to the Bidders.

B. DOCUMENTS

2.8 Contents of the Bidding Documents

- 2.8.1 The scope of work, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The “**Bidding Documents**” include the following:
 - (i) NIT
 - (ii) RFB containing the following:
 - Section I Introduction
 - Section II Instructions to Bidders
 - Section III Evaluation of Bids
 - Section IV Fraud & Corrupt Practices
 - Section V Pre-Bid Conference
 - Section VI Miscellaneous
 - Appendices
 - Part-I/ Cover-I: Bid for Qualification
 - Appendix-I: Format of Bidder’s Covering Letter
 - Annex-I: Details of Bidders
 - Annex-II: Technical Capacity of Bidders
 - Annex-III: Financial Capacity of Bidders
 - Annex-IV: Statement of Legal Capacity

Appendix-II: Power of Attorney for signing of Bid
Appendix-III: Power of Attorney for Lead Member of Consortium
Appendix-IV: Joint Bidding Agreement for Consortium
Appendix-V: Format for Joint Operating Agreement
Annex-I: Additional Performance Guarantee
Appendix-VI: Format of Contract Agreement
Appendix-VII: Mine Profile
Annex-I: Geological Report
Appendix-VIII: Proforma for Integrity Pact
Appendix-IX: Proforma for Mining Scheme

Part-II/ Cover-II: Price Bid

Part-III: General

Appendix-X: User Portal Agreement
Appendix-XI: High Power Committee Recommendations

- 2.8.2 The Contract Agreement and the Mine Profile provided by the Authority as part of the Bidding Documents shall be deemed to be a part of this RFB.
- 2.8.3 The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.

2.9 Clarifications by Bidders

- 2.9.1 The Bidder may seek clarifications online within the period specified in the NIT. The identity of the Bidder will not be disclosed by the system. The Authority will clarify only the relevant queries of Bidders and the clarifications given by the Authority will be visible to all the Bidders intending to participate in the Bidding Process. Such seeking of clarification(s) by the Bidder and supply of clarification(s) by the Authority shall be as per time schedule as provided under Paragraph 3 of the NIT
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment to Bidding Documents

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder (or pursuant to

the Pre-Bid Conference), modify the Bidding Documents by the issuance of any addendum.

- 2.10.2 Any addendum thus issued will be uploaded on the portal and will be binding on the Bidders. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.11 Language

The Bids and all related correspondence, information and documents in relation to the Bids shall be in the English language. Supporting documents and printed literature/ material/ documentary evidence etc. accompanying the Bid such as copies of purchase orders, experience certificates, etc. furnished by a Bidder with its Bid may be in any other language provided that they are accompanied by a translation in the English language (duly authenticated by the embassy of the country of the Bidder). Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

All Bids shall be prepared and submitted in accordance with the specifications in the NIT and other Bidding Documents. The Bidder shall provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable for rejection.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

The Bidders are requested to submit their Bid in compliance with the Bidding Documents, and to avoid seeking deviations (i.e. any non-conformity to any of the terms, conditions etc. contained in the Bidding Documents) to the terms of the Bidding Documents.

2.13 Bid Due Date

- 2.13.1 Bids shall be submitted online on the website [<http://www.coalindiatenders.nic.in>] within the Bid Due Date as specified in the NIT.

- 2.13.2 The Authority may at its discretion extend the deadline for submission of Bids by amending the Bid Due Date in the Bidding Documents, in which case all rights and obligations of the Authority and the Bidders will be subject to the Bid Due Date as extended.

2.14 Modifications and Withdrawal of Bids

Modifications and withdrawal of Bids shall be permitted only in accordance with Paragraph 14 of NIT.

2.15 Bid Validity

- 2.15.1 The Bids shall be valid for acceptance for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 2.15.2 In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the Bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.
- 2.15.3 During the Bid validity period, the Bidders shall not withdraw or amend the Bids.

2.16 Bid Security

- 2.16.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Paragraph 5 of NIT.
- 2.16.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.16.3 Save and except as provided in Clauses 2.16.4 and 2.16.5 below, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, immediately on acceptance of the Bid of the Successful Bidder or where the Bidding Process is cancelled by the Authority, within 30 (thirty) days from such cancellation. The refund of Bid Security shall be through electronic transfer.
- 2.16.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Successful Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by it in accordance with the provisions of the Contract Agreement.
- 2.16.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages in case of any of the events specified in Clause 2.16.6 herein below. The Bidder, by submitting its Bid pursuant to this RFB, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of validity of Bid as specified in this RFB. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.16.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions.
 - (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section IV of this RFB;

- (b) If a Bidder withdraws its Bid during the period of validity of Bid as specified in this RFB (or as extended in accordance with the terms hereof);
- (c) In the case of the Successful Bidder, if it fails within the specified time limit:
 - (i) to sign the Contract Agreement; or
 - (ii) to furnish the Performance Security;
- (d) Any other conditions as specified in this RFB.

In addition, upon the occurrence of any of the above set out conditions, the defaulting Bidder shall be debarred and black-listed from participating in any bids/tenders floated by Coal India Limited and/or its subsidiaries for a minimum period of [1 (one) year] from the date of getting declared as debarred/black-listed. It is further clarified that the decision of the Authority in relation to occurrence of the any of the above set out conditions shall be final and binding.

2.17 Proprietary data

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

The Bidder’s Covering Letter and the documents attached thereto shall be considered forming part of the Contract Agreement.

2.18 Correspondence with the Bidder

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

2.19 Integrity pact

Bidders are required to upload the integrity pact annexed as Appendix VIII (the “**Integrity Pact**”) as part of their Bids.

Name, address and contact details of independent external monitors (“**IEMs**”):

Sl. No.	Name	Address
1.	Shri Anil Kaushal	A-1/245, GF, Janakpuri, New Delhi - 110058 (e-mail: kaushal.anil17@gmail.com)
2.	Shri Sudhir Kumar	8022, ATS – One Hamlet, Sector – 104, PO Maharshi Nagar, Noida – 201304 (e-mail:sukuag@hotmail.com)

Any change in IEMs which will be intimated to the Bidders. However, change in IEMs will not in any way affect the enforceability of the Contract Agreement.

3 SECTION III: EVALUATION OF BIDS

3.1 Evaluation parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2 of this RFB shall qualify for evaluation under this Section III. Bids which do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:
 - (a) Technical Capacity; and
 - (b) Financial Capacity.

3.2 Technical Capacity for purposes of evaluation

For a work experience to qualify, it should fulfill the stipulations under Clause 2.2.2 of this RFB.

3.3 Details of Experience

- 3.3.1 The Bidder should furnish the details of eligible experience during the past 10 (ten) years ending on the last day of the month previous to the month in which Bids are invited as specified in Clause 2.2.2 of this RFB.
- 3.3.2 The Bidder shall furnish the required specific work experience information and evidence in support of its claim in relation to Technical Capacity as per the format annexed as Annex II of Appendix I of this RFB.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Bid must be accompanied by certificates from a chartered accountant or its equivalent in respect of the Net Worth and average Total Income (for 3 (three) financial years as chosen by the Bidder) based on the audited annual accounts. The same shall be furnished with respect to each Member, in case of a Consortium.
- 3.4.2 The Bidder must establish the minimum Net Worth and the average Total Income and provide evidence in support of its claim in relation to Financial Capacity as per the format annexed as Annex III of Appendix I of this RFB.
- 3.4.3 Audited annual reports for the 3 (three) financial years, as chosen by the Bidder, comprising of the audited balance sheets and profit and loss accounts shall be furnished with respect to the Bidder and each Member (where the Bidder is a Consortium).

3.5 Opening of Bids

- 3.5.1 The Bids will be decrypted online and will be opened on the pre-scheduled date/ revised schedule date by the openers of the Bid with their DSC. The Authority shall open 'Part- I/ Cover-I' of the bid if at least 3 (three) Bids are received. However, if the number of Bids received, within the stipulated Bid Due Date, through the e-portal is less than 3 (three) then the originally stipulated Bid Due Date shall be automatically extended by 4 (four) days by the e-portal. If, even after granting extension as aforesaid, less than 3(three) Bids are received, the Bids so far submitted shall be opened without any further extension. No separate corrigendum shall be issued and published by the authority for extending Bid Due Date. In case no Bid is received, the tender will be cancelled.
- 3.5.2 The date of opening of Bids shall be as specified in Paragraph 3 of NIT. In the event such date is extended by the Authority at its discretion, then during such extended period, any new Bidder having the requisite eligibility can submit its Bid. The existing Bidders shall however be allowed to revise their Bids.
- 3.5.3 In the event of the specified date for the opening of the Bids being declared a holiday for the Authority, the Bids will be opened at the appointed time on the next working day.

3.6 Test of responsiveness

- 3.6.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the Bidding Documents. A Bid shall be considered responsive only if:
- (a) it is received as per the format annexed as Appendix-I.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
 - (c) it is accompanied by the Bid Security;
 - (d) the price bid is received as per the Excel format;
 - (e) it is accompanied by the power of attorney as specified in Paragraph 10 of NIT;
 - (f) it contains all the information and documents (complete in all respects) as requested in this RFB and/or Bidding Documents;
 - (g) it contains information in formats same as those specified in this RFB and/or Bidding Documents;
 - (h) it contains documents and/or certificates, as specified in the Bidding Documents, towards fulfillment of eligibility criteria for Technical Capacity and Financial Capacity as per Clause 2.2.2 and Clause 2.2.3, respectively;
 - (i) it is accompanied by the Joint Bidding Agreement specific to the Project, as stipulated in Clause 2.2.7(e);

- (j) it is accompanied by the Joint Operating Agreement specific to the Project, as stipulated in Clause 2.2.11;
- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

3.6.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.6.3 No deviation, whatsoever, is permitted by the Authority, to the terms, conditions and specifications of the Bidding Documents. In case any deviation, variations and additional conditions etc. found anywhere in a Bid, the same shall not be given effect to and (without prejudice to the right of the Authority to reject such Bid in accordance with the provisions of the Bidding Documents) it will be considered that the Bid complies with all the requirements in the Bidding Documents and the Bidders shall be required to comply with all terms, conditions and specifications of the Bidding Documents without any extra cost to the Authority irrespective of any mention to the contrary, anywhere else in the Bid, failing which the Bid Security of the Bidder may be forfeited.

3.7 Clarifications by Authority

3.7.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.7.2 If a Bidder does not provide clarifications sought under Clause 3.7.1 within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.8 Evaluation of Bid

3.8.1 Techno-Commercial Evaluation of Tender:

- (a) Based on the response to TPS, the portal will initially evaluate eligible Bidders. Subsequently, the Bidder's response in the TPS will be scrutinized/ verified and evaluated by the Authority with the documents uploaded by the Bidders to determine whether they are in conformity with the Bidding Documents.
- (b) Any Bid which is not accompanied with the requisite amount of Bid Security will not be considered for further evaluation.
- (c) The Authority will determine the techno-commercial acceptability of the Bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a

techno-commercially acceptable Bid is one, which conforms to all the terms and conditions of the Bidding Documents and the requirements of all commercial terms and mandatory qualifications without deviations, exceptions, objections, conditionality or reservations.

- (d) The techno-commercial Bids which do not meet the requirements stipulated under the NIT will be rejected by the Authority.
- (e) Shortfall / confirmatory documents:
 - (i) During evaluation of the Bids, the Authority may seek any shortfall/confirmatory documents, if required.
 - (ii) Such requests for documents shall be made online under the link ‘Upload Shortfall / Confirmatory Documents’ after scrutiny of the Bids, indicating the start date and end date giving 24x7 hours duration for online submission by the relevant Bidders.
 - (iii) The relevant Bidders will receive information in relation to such requests on their personalised dashboard under the “Upload Shortfall/Confirmatory Document/ Information” link. While such information shall also be sent by a system generated email and SMS, it will be the Bidder’s responsibility to check the updated status/ information on their personalised dashboard at least once daily after the opening of the Bid. Such shortfall / confirmatory documents are to be uploaded by the Bidders within the specified time period under the link ‘Upload Shortfall / Confirmatory Documents’.
 - (iv) If further clarifications/shortfall documents/confirmatory documents are required, a time frame of 5x24 hours (5days) will be provided to the relevant Bidders for online submission of such documents.
 - (v) The eligibility of the Bidder shall be evaluated based on the documents submitted by the Bidder and the clarification/shortfall/confirmatory document submitted as per sub-clauses (iii) and (iv) above. No further document shall be sought from the Bidder.
 - (vi) No changes in prices of the Bids shall be sought, offered or permitted, In addition, no modification of the Bid or any form of communication with the Authority or submission of any additional documents, not specifically asked for by the Authority, will be allowed and even if submitted, they will not be considered by the Authority.
- (f) The Authority reserves the right to verify any of the documents uploaded by the Bidder at any stage. All communication will be through system generated e-mail and SMS and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason for non-submission of requisite documents within the prescribed time.

3.8.2 Determination of the Preferred Bidder

- a) Price-Bid (Part-II/Cover-II) will be opened after the evaluation of Part-I/Cover-I. The Part-II/Cover-II of only the techno-commercially acceptable Bidders (the Bidders who have qualified against Part-I/Cover-I) shall be decrypted and opened on the scheduled date and time for which intimation will be given to such techno-commercially acceptable Bidders through the e-procurement portal.
- b) Percentage of ‘Revenue Share of Authority’ quoted in the price bid and ‘Coal Production Schedule’ proposed in the Mining Scheme shall be considered for price bid evaluation in the following manner:
 - (i) From the total production in each year provided in the Production schedule, Net Present Production shall be determined with discount @10% per annum.
 - (ii) The product of multiplications of ‘Net Present Production’ with ‘Percentage of Revenue Share of Authority’ shall be determined for each Bidder.
 - (iii) The Bidder with highest product value shall be considered as H-1 Bidder and shall be declared as preferred Bidder.
- c) In the event of more than 1 (one) H-1 Bidders, the Bidder having the highest Net Worth (as per the Bid submitted) shall be determined as the “Preferred Bidder”.

3.9 Selection of Bidder

- 3.9.1 Subject to the provisions of this RFB, the Bidder whose Bid has been determined to be substantially responsive and who is established as techno-commercially acceptable Preferred Bidder shall be considered as the “**Successful Bidder**” for award of work subject to the reasonability of the pricebid and viability of the Project for the Authority. For assessing the viability of the Project, value of the existing infrastructures, project facilities and investments by the Authority in relation to the mine under the Project prior to its re-opening (which may be utilized by the Mine Operator for the Project in accordance with Clause 1.1.3 of the RFB) shall not be considered.

If the pricebid of the Preferred Bidder is unreasonable or it is unacceptable on grounds of being too high or too low, the Authority reserves the right to seek justification from the Bidder. If such a price bid is not considered reasonable, the Authority may not accept such Bid and another tender process may be initiated.

- 3.9.2 The Authority does not bind itself to accept the H-1 Bid and reserves the right to reject any or all the Bids without assigning any reasons whatsoever without incurring any liability to the Bidder(s) (affected or otherwise) or any obligation to inform the affected Bidder(s) on the ground of the Authority’s action.
- 3.9.3 Prior to the expiration of the period of Bid validity, the Authority will notify the Successful Bidder that its Bid has been accepted by way of issuance of the LOA to the Successful Bidder by uploading a scanned copy of the LOA on the e-tendering portal of Coal India Limited. Additionally, the acceptance of the Bid and issuance of the

LOA may be communicated through speed post to the registered postal address, as provided by the Successful Bidder. Online communication through e-tendering portal of Coal India Limited and/or the communication through registered postal address, as provided by the Successful Bidder shall be construed as acceptance of offer and notification of LOA. The notification of the LOA will constitute the formation of the contract.

- 3.9.4 The Successful Bidder after furnishing the requisite Performance Security shall execute the Contract Agreement within 90 (ninety) days from the date of issue of LOA through the SPV. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement. The Performance Security will be provided in accordance with the Contract Agreement no later than 90 (ninety) days from the date of issue of LOA. The Authority may at its sole discretion, upon the occurrence of any special circumstances, grant an extension to the time period of 90 (ninety) days for the purpose of furnishing Performance Security and execution of the Contract Agreement.
- 3.9.5 Bidders are advised that the assessment of qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given by the Authority. The Authority will not entertain any query or clarification from Bidders who fail to qualify. The reason for rejection of unsuccessful Bidder(s) may be communicated online on the portal itself.
- 3.9.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.9.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.9.8 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the eligible experience of the Bidder.
- 3.9.9 In the event that a Bidder claims credit for Technical Capacity or Financial Capacity, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and the decision of the Authority shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3 of this RFB.
- 3.9.10 After completion of tendering process and finalization of tender, no further evaluation/calculation shall be undertaken for any unsuccessful Bidder in future irrespective of changed circumstances.

3.10 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after the Bid Due Date and until such time the Authority makes official intimation of award/ rejection to the

Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives / consultants/ advisers on matters related to the Bids under consideration.

3.11 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation in relation to the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning, the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority as may be required by law or in connection with any legal process.

4 SECTION IV: FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender process issued by the Authority during a period of 5 (five) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (c) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 SECTION V: PRE-BID CONFERENCE

- 5.1 A pre-bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder. The purpose of the pre-bid conference will be to clarify any issue regarding the Bidding Documents. The Bidder is requested to submit questions for the pre-bid conference online not later than the Clarification Submission Due Date.
- 5.2 During the course of pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority no later than the Clarification Submission Due Date. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Any clarifications provided in the pre-bid conference are only indicative and Bidders will only be entitled to rely on the clarifications subsequently provided in writing by the Authority.
- 5.3 Non-attendance of Bidders at the pre-bid conference will not be a cause for disqualification of the Bidder and it shall be presumed that the Bidder does not require any clarification.

6 SECTION VI: MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Nagpur, Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or disqualify any Bidder;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

PART-I/ COVER-I: BID FOR QUALIFICATION

APPENDIX I
Bidder's Covering Letter[£]
(Refer Paragraph 11.4 of NIT)

Dated:

To,
The General Manager (CMC),
Western Coalfields Ltd,
Civil Lines, Nagpur (MS)-440001

Sub: Bid for the Re- opening, salvaging, rehabilitation, development and operation of
_____ Underground Coal Mine on Revenue sharing basis

Dear Sir,

1. With reference to your Request for Bid^{\$} No. [****] dated [****] (the “**RFB**”), I/we, having examined the RFB and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid Project, and I/we certify that all information provided in the Bid and in Annexes I to IV is true, complete and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate my/ our Bid.
4. I/ We acknowledge the right of the Authority to reject my/our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/our right to challenge the same on any account whatsoever.
5. I/ We declare that:
 - (a) I/ we have examined and have no reservations to the RFB, including any addendum issued by the Authority;
 - (b) I/ we are eligible to submit a bid in accordance with Clause 2.2.1 and in particular, do not have any Conflict of Interest in accordance with Clause 2.2.1(b);
 - (c) I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

[£] *To be submitted on the letterhead of the Bidder. In case the Bidder is unable to provide certification with reference to any particular paragraph or part thereof, it may precede the paragraph by the words “Except as specified in Schedule **** hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the eligibility of the Bidder hereunder.*

^{\$} *All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.*

practice or restrictive practice, as defined in Clause 4.3 of RFB, in respect of any tender or request for bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government;

- (d) I/ we have taken steps to ensure that in conformity with the provisions of Clause 4 of RFB, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) my/ our Bid shall be valid for a minimum period of 180 (one hundred and eighty) days from the Bid Due Date, as extended from time to time, in accordance with the Bidding Documents, and it shall remain binding upon me/ us and may be accepted at any time before the expiration of that period; and
 - (f) If my/ our Bid is accepted, we undertake to complete the Project in accordance with the Contract Agreement and the other Bidding Documents.
6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid for the Project, without incurring any liability to the Bidders.
 7. I/ We declare that we/ any Member, or our/ its Associates are not participating, as Bidders, in more than 1 (one) Bid in this Bidding Process in accordance with the Bidding Documents.
 8. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member or any of our/ their Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law.
 10. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member or against our/ their Associates or against our chief executive officer or any of our directors/ managers/ employees.
 11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the RFB, I/ we shall intimate the Authority of the same immediately.
 12. The 'Statement of Legal Capacity' as per format provided at Annex IV in Appendix I of RFB, and duly signed, is enclosed. The power of attorney for signing of Bid {and the power of attorney for Lead Member} [£], as per format provided at Appendix II {and III respectively} of RFB, are also enclosed.

£ Omit if the Bidder is not a Consortium.

13. I/ We hereby confirm that we shall submit PAN details, GST registration details, particulars related to registration with provident fund and physical form of all the original documents scan copy of which are submitted, before execution of the Contract Agreement, if the Project is awarded to us.
14. I/ We hereby authorise the Authority to seek reference/clarifications from my/our bankers.
15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the Project and the terms and implementation thereof.
16. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
17. I/ We undertake to execute the Contract Agreement within [90 days] from the date of issue of the LOA or within such period as extended by the Authority, through the SPV, if the Project is awarded to me/ us.

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

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

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Bidder/ all the Members in case of Consortium

Date:

Place:

Note: Paragraphs in curly parenthesis may be omitted, if not applicable, or modified as necessary.

ANNEX-I
Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters/ registered office and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Telephone Number:
(e) E-Mail Address:
(f) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
5. The following information shall be provided for the Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by Coal India Limited or any subsidiary of Coal India Limited or the Ministry of Coal, Government of India, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

6. In case of a Consortium:
 - (a) The information in 1-3 above should be provided for all the Members.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.7(e) should be attached to the Bid.
 - (c) Information regarding the proposed role and responsibilities of each Member in the Project should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.7(c)} [§]	Percentage of equity in the SPV {Refer Clauses 2.2.7(b) & (e)}
1.			
2.			
3.			

* The role and responsibilities of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall be provided for each Member:

Name of Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Member been barred by Coal India Limited or any subsidiary of Coal India Limited or the Ministry of Coal, Government of India, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of the Bid?		

[§] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

ANNEX-II

Technical Capacity of the Bidder @

(Refer to Clauses 2.2.2(i), 3.2 and 3.3 of RFB)

(Separate format may be used if applicable)

Name of the sole Bidder / Member of the Consortium:

(In case of an Associate of the Bidder/ Member of the Consortium (as the case may be), state the name of the Associate, also)

Sl. No.	Items	Particulars	Reference document attached	At page no. (of uploaded pdf file)
1.	Nature of experience (as owner / contractor /sub-contractor)			
2.	Name of the mine/ project			
3.	Name and address of owner of mine/ project Oremployer awarding the work, as applicable			
4.	Work order ref. no. (in case of contractor / sub-contractor)/ Reference no. of document(s) showing ownership/title rights and for operation of mine/ project (in case of owner)			
5.	Percentage (%) share of the Bidder (100% in case of owner & single member; actual percentage share as consortium member) *			
6.	Period of qualifying experience # (not exceeding consecutive 365 days)			
a.	Start date (dd-mm-yyyy)			
b.	End date (dd-mm-yyyy)			
7.	Actual quantity of coal excavated/extracted (Mt)			
8.	Method of excavation/extraction of coal			
9.	Eligible excavated/extracted quantity of coal (Mt) (5 x 7)			

Note:

@ Provide details of only those work experience that have been undertaken by the Bidder under its own name and/or by an Associate specified in Clause 2.2.4 as eligible under Clauses 3.2 and 3.3.

* In case of Consortium, the percentage share, for considering qualifying experience, should not be less than 26%.

For each work experience (if applicable), the start date should be on or after the start date of the qualifying period and the end date should be on or before the end date of the qualifying period).

ANNEX-III

Financial Capacity of the Bidder

(Refer to Clauses 2.2.3 and 3.4 of RFB)

a) Networth of the Bidder

(Networth in million ^{\$\$})

Bidder type ^{\$}	Currency	Net Worth	Exchange rate	Net Worth [€] (in INR)
(1)	(2)	(3)	(4)	(5)
Single Bidder				
Associate of Single Bidder, if any				
Consortium Member 1				
Associate of Member 1, if any				
Consortium Member 2				
Associate of Member 2, if any				
Consortium Member 3				
Associate of Member 3, if any				
TOTAL				

b) Total Income of the Bidder

(Total Income in last three years in million ^{\$\$})

Bidder type ^{\$}	Currency	Total Income			Exchange rate	Total Income [€] (in INR)		
		Yr.1	Yr.2	Yr.3		Yr.1	Yr.2	Yr.3
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single Bidder								
Associate of Single Bidder, if any								
Consortium Member 1								
Associate of Member 1, if any								
Consortium Member 2								
Associate of Member 2, if any								
Consortium Member 3								
Associate of Member 3, if any								
TOTAL								

Name & address of Bidder's Bankers:

^{\$} A Bidder consisting of a single entity should fill in details as per the row titled 'Single Bidder' and ignore the rows titled 'Consortium Members'. In case of a Consortium, row titled 'Single Bidder' may be ignored.

[€] The Bidder should provide details of its own Financial Capacity and of the Associate whose Technical Capacity/Financial Capacity is furnished and relied upon.

^{\$\$} For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees [^{**}as on 60 (sixty) days prior to the date of invitation of Bid ^{**}] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian

Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered.

Instructions:

1. The Bidder/ Members shall attach copies of audited financial statements, annual reports of the last 3 (three) financial years as chosen by the Bidder. The financial statements/annual reports shall:
 - (a) reflect the financial situation including balance sheets and profit and loss accounts of the Bidder or Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year out of 3 (three) financial years chosen by the Bidder. Year 2 & Year 3, which years will precede Year 1, shall be construed accordingly.
3. The Bidder shall provide a certificate from a chartered accountant or equivalent based on the financial statements audited by the statutory auditor specifying the Net Worth of the Bidder as at the close of the latest financial year out of the 3 (three) financial years chosen by the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Paragraph 9.2 of NIT.
4. The Bidder shall provide a certificate from a chartered accountant or an equivalent based on the financial statements /annual reports audited by the statutory auditor specifying the average Total Income of the Bidder of the 3 (three) financial years, , as chosen by the Bidder and also specifying the methodology adopted for calculating such average Total Income.

ANNEX-IV

Statement of Legal Capacity

(To be issued on the letterhead of the Bidder/ Lead Member)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFB.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit our Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Request for Bid No. [****] dated [****] (the "RFB").

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

APPENDIX II

Power of Attorney for signing of Bid

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

Know all men by these presents, we.....
(name and address of the corporate headquarters/ registered office) (the“**Principal**”)
do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name),
..... son/daughter/wife of and presently
residing at, who is presently employed with us and holding
the position of, as our true and lawful attorney
(hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all
such acts, deeds and things as are necessary or required in connection with, or
incidental to, submission of our Bid in response to the Request for Bid No. [****]
dated [****] (the “**RFB**”), for the _____ Underground Mine proposed or being
developed by the Western Coalfields Limited (the “**Authority**”), including but not
limited to, signing and submission of our Bid, applications and other documents and
writings, participate in the pre-bid conference and other conferences and providing
information/ responses to the Authority, representing us in all matters before the
Authority, signing and execution of all contracts (including the Contract Agreement)
and undertakings consequent to acceptance of our Bid, and generally dealing with the
Authority in all matters in connection with, or relating to, or arising out of, our Bid for
the said Project and/ or upon award thereof to us and/or till the entering into of the
Contract Agreement with the Authority.

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

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

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

For
.....

(Signature, name, designation and address)

Witnesses:

- 1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Part 2 – The below power of attorney to be provided by each Member, where the Bidder is a Consortium

Whereas the Western Coalfields Limited (“the **Authority**”) has invited bids from interested parties for the _____ Underground Coal Mine Project (the “**Project**”) pursuant to a Request for Bid No. [****] dated [****] (the “**RFB**”).

Whereas, we..... (name and address of the corporate headquarters/ registered office) along with,, and (each a “**Member**” and collectively the “**Consortium**”)are interested in bidding for the Project in accordance with the terms and conditions of the RFB and other connected documents in respect of the Project.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We..... (name and address of the corporate headquarters/ registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), son/daughter/wife of and presently residing at,who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to, in our name and on our behalf and in our capacity as a Member of the Consortium, sign the Bid of the Consortium in response to the RFB for the Project proposed or being developed by the Authority, including but not limited to all applications and other documents and writings forming part of the Bid of the Consortium and required to be signed by us in our capacity as a Member.

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

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

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

For

.....

(Signature, name, designation and address)

For

.....

(Signature, name, designation and address)

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney/ letter of authority in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder/ Member.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders/ Members from countries that have signed the Hague Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5 of RFB)

Whereas the Western Coalfields Limited (“the **Authority**”) has invited bids from interested parties for the _____ Underground Coal Mine Project (the “**Project**”) pursuant to a Request For Bid No. [****] dated [****] (the “**RFB**”).

Whereas, _____, _____, _____ and _____ (each a “**Member**” and collectively the “**Consortium**”) are interested in bidding for the Project in accordance with the terms and conditions of the RFB and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____ having its registered office at _____, being one of the Members, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for, and on behalf of, the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its Bid for the Project, including but not limited to, submission of the Bid, applications and other documents and writings, participate in pre-bid conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government agency or any person, in all matters in connection with, or relating to, or arising out of, the Consortium’s Bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney/ letter of authority in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder/ Member.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders/ Members from countries that have signed the Hague Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV
Joint Bidding Agreement

(Refer Clause 2.2.7(e) of RFB)

(To be executed on stamp paper of appropriate value)

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

AMONGST[§]

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 Western Coalfields Limited, established/ incorporated under the (Indian) Companies Act, [●], represented by its Chairman and Managing Director and having its principal offices at Nagpur, Maharashtra (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 development and operation of the _____ Underground Coal Mine Project (the “**Project**”) through a mine operator

(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

[§] *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 Commercial Operation Date (*as defined in the Contract Agreement*) of the Project, hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV.
- 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 shall the subscribed and paid up equity share capital of the SPV be less than 15% (fifteen per cent) of the Annual Sale 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) (Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PARTY

(Signature)
(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.

APPENDIX V
Joint Operating Agreement

(Refer Clause 2.2.11 of RFB⁵⁵)

(To be executed on Non-Judicial stamp paper of appropriate value)

This Joint Operating Agreement (“JOA”) is executed on this ____ day of {_____} Two thousand { } between [M/s { }, a company/Partnership Firm/LLP/ Sole Proprietorship/individual {resident of { } or incorporated under the laws of { } and having its registered office or principal place of business at { } } (hereinafter called the {“**Lead Member**” / “**Single Bidder**”} which expression shall include its successors, executors and permitted assigns); {and}

{ { } a company/Partnership Firm/ LLP/Sole Proprietorship/individual {resident of { } or incorporated under the laws of {...} and having its registered office or principal place of business at { } } (hereinafter called the “**Consortium Member-1**”, which expression shall include its successors, executors and permitted assigns); {and}

{ } a company / Partnership Firm/ LLP/Sole Proprietorship/individual {resident of { } or incorporated under the laws of { } and having its registered office or principal place of business at { } } (hereinafter called the “**Consortium Member-2**”, which expression shall include its successors, executors and permitted assigns); {and}

{ } a company/Partnership Firm/ LLP/Sole Proprietorship/individual {resident of { } or incorporated under the laws of { } and having its registered office or principal place of business at { } } (hereinafter called the “**Associate Number -1**”, which expression shall include its successors, executors and permitted assigns); {and}

{ } a company/Partnership Firm/ LLP/Sole Proprietorship/individual {resident of { } or incorporated under the laws of { } and having its registered office or principal place of business at { } } (hereinafter called the “**Associate Number -2**”, which expression shall include its successors, executors and permitted assigns); {and}

{ } a company/Partnership Firm/ LLP/Sole Proprietorship/individual {resident of { } or incorporated under the laws of { } and having its registered office or principal place of business at { } } (hereinafter called the “**Associate Number -3**”, which expression shall include its successors, executors and permitted assigns).}

{The Lead Member, Consortium Member-1 and the Consortium Member-2 are hereinafter collectively referred to as the “**Consortium Members**” or the “**Consortium**”.

The Associate Number -1, Associate Number -2 and Associate Number -3 are hereinafter collectively referred to as the “**Associates**”.

⁵⁵In terms of clause 2.2.11 of the RFB, the JOA is to be executed by: (a) Member(s) of the Consortium with other Member(s) of the Consortium whose Technical Capacity is furnished and relied upon; or (b) Bidder (single entity or Member(s) of the Consortium) with the Associate(s) whose Technical Capacity is furnished and relied upon. Accordingly, the format including the name/party clause and signature blocks of the JOA to be modified.

The {Single Bidder/Consortium Members} and the Associates are hereinafter referred to individually as “Party” and collectively as “Parties”.

WHEREAS

- A. Western Coalfields Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Nagpur, Maharashtra (“Authority”) intends to re-open, salvage, rehabilitate, develop, construct and operate _____ Underground Coal Mine Project by appointing the mine operator.
- B. The Authority has invited bids from eligible bidders by its Request for Bid No. [...] dated [...] (“RFB”) to award the work of re-opening, salvaging, rehabilitation, development and operation of _____ Underground Coal Mine Project through a mine operator.
- C. In order to meet the eligibility and qualification criteria set out in Section 2.2 of ‘Instructions to Bidders’ of the RFB, the {Single Bidder/Consortium} has relied on the technical strength of {the Lead Member or Consortium Member-1 or Consortium Member-2 and/or the relevant Associate(s), as applicable, whose Technical Capacity is furnished and relied upon by the Single Bidder/Consortium} to meet the eligibility criteria contemplated in the RFB}.
- D. It is a condition under the RFB that where the Technical Capacity of any Associate {or any Consortium Member(s) of the Consortium} is furnished and relied upon for evaluation, the {Single Bidder or Consortium} must enter into a Joint Operating Agreement with such {Associate and/or relevant Member(s) of the Consortium} and furnish a copy thereof with their Bid.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. All capitalised terms used herein, if not otherwise or specifically defined under this Agreement, shall have the same meaning as those ascribed to them in the RFB (including the Bidding Documents).
2. The Parties hereby irrevocably and unconditionally agree and undertake to be jointly and severally bound and liable for any and all acts and omissions of the {Single Bidder/Consortium}, in the same manner and to the same extent as set forth in the Contract Agreement. For the avoidance of doubt, it is clarified that:
 - (a) {any service by Authority of a notice to the Consortium pursuant to terms of the Contract Agreement shall be deemed to be services of notice to the Consortium Members, on a several basis};
 - (b) {the Single Bidder/Consortium} has relied on the Technical Capacity of {Details of the Consortium Member(s) and/or the Associate(s) on whom the Single Bidder/Consortium has relied} in accordance with Clause 2.2.4 of the RFB; and
 - (c) The {Single Bidder/Consortium} guarantees that it has relied on only 1 (one) Associate {for each Consortium Member} to qualify in this Bid.
3. The Parties hereby undertake that in the event the {Single Bidder/Consortium} is declared as the Successful Bidder, the {Single Bidder/Consortium} shall incorporate a company limited by shares in terms of the Companies Act, 2013 as a special purpose vehicle (the “SPV”/ “Mine Operator”), as stipulated in the RFB, for entering into the Contract Agreement with the Authority and for performing all obligations of the Mine Operator in terms of the Contract Agreement. The Parties further undertake that the SPV, so incorporated, shall enter into the Contract Agreement with the Authority within [90 (ninety)] days of the issuance of the LOA or within the period as extended by the Authority, if any.
4. The SPV incorporated under clause 3 of this JOA shall have following equity shareholding:

- (i) {Single Bidder – {...} per cent or Lead Member- {...} per cent;
 - (ii) Consortium Member-1 {...} per cent; and
 - (iii) Consortium Member-2 {...} per cent }.
5. The {Single Bidder/Consortium} further undertakes that subject to Clause {2.2.6 or 2.2.7(e)(iv)} of the RFB, 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. In no case shall the subscribed and paid up equity share capital of the SPV be less than 15% (fifteen per cent) of the Annual Sale Value.
6. {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 (*as defined in the Contract Agreement*), hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV.}
7. The Parties hereby assume full responsibility and liability for the performance by the {Single Bidder/Consortium} of its obligations in accordance with and subject to the terms of the Contract Agreement and RFB read with this JOA; the {Single Bidder/Consortium Members} confirm that in the event the {Single Bidder/Consortium} is the Successful Bidder, {the Single Bidder/each of the Consortium Members} and each of the Associates shall promptly and in no event later than 60 (sixty) days from the date of issue of the LOA, furnish additional performance guarantee(s) in favour of the Authority for an amount of {equivalent to 0.5% (zero point five per cent) of the Annual Sale 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 prescribed 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.
8. The Parties hereby undertake to perform the roles and responsibilities as described below:
- (i) {Single Bidder shall be responsible for
 - (ii) Lead member shall be responsible for.....
 - (iii) Consortium Member 1 shall be responsible for.....
 - (iv) Consortium Member 2 shall be responsible for.....
 - (v) Associate shall be responsible for
9. Subject to Clause 10 of this JOA, upon any default, whatsoever by the {Single Bidder/Consortium} in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Contract Agreement, the Authority may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the {Single Bidder/Consortium}, require the Parties to hold the Authority harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest, cost, fee, or expenses (including, without limitation, reasonable attorneys' fees and expenses) suffered, incurred or paid by Authority, as a result of, in connection with or arising out of such default; and the obligations of the Parties or the rights of the Authority hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time any dispute before any court (whether in India or abroad),

arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Contract Agreement between the {Single Bidder/Consortium} and the Authority.

10. Notwithstanding anything to the contrary contained in this JOA or the Contract Agreement, the aggregate liabilities and obligations of the Parties under or in connection with this JOA shall not exceed the aggregate liabilities and obligations of the {Single Bidder/Consortium} under the Contract Agreement and it shall continue for at least 2 (two) years from the Commercial Operation Date; provided that nothing contained in this Clause 3 shall deem to affect the rights of the Authority that arise before such time referred to above.
11. The Parties hereby irrevocably and unconditionally undertake, agree and acknowledge that their respective obligations hereunder:
 - (a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract Agreement, or the insolvency, bankruptcy, reorganisation, dissolution, winding-up or liquidation of the {Single Bidder/Consortium} or any change in the ownership of the {Single Bidder/Consortium}, or any purported assignment by the {Single Bidder/Consortium} or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
 - (b) shall not be affected by the existence of or release or variation of any guarantee of or security for any of the obligations of the {Single Bidder/Consortium} under the Contract Agreement;
 - (c) shall not be affected by any failure by Authority to pay or perform any of their obligations under the Contract Agreement, or any waiver of any of such obligations;
 - (d) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the {Single Bidder/Consortium} under the Contract Agreement; and
 - (e) shall not be affected by any failure, omission or delay on Authority's part to enforce, assert or to exercise any right, power or remedy conferred on Authority in this JOA or any such failure, omission or delay on Authority's part in connection with any obligation of the {Single Bidder/Consortium} under the Contract Agreement.
12. Each Party hereby represents and warrants that:
 - (a) it is duly organized and validly existing under the laws of the jurisdiction of their organization, and has full power, authority and capability to enter into this JOA and to perform all acts and obligations contemplated herein;
 - (b) this JOA has been duly signed and delivered by it and its obligations described in this JOA are legal, valid and binding obligations of such Party; and
 - (c) the execution, delivery and performance of this JOA has been authorised by all necessary and appropriate corporate or governmental action and the entry into and performance of this JOA:
 - (i) {will not conflict with or violate any provision of any of its constitutional documents / charters or other organizational document; }

- (ii) will not require any notice to or filing with, or any Approval of, any Authority or the consent of any third party;
 - (iii) will not conflict with, result in a breach of, or constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any person the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which such Party is a party or by which such Party is bound or to which any of such Party's assets are subject;
 - (iv) will not result in the creation or enforcement of any security interest upon any assets of the {Single Bidder/Consortium}; and
 - (v) will not violate any Applicable Law or any order, writ, injunction, or decree applicable to it.
- (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 JOA.
13. The Parties hereby acknowledge and agree that this JOA has been executed for the sole benefit of Authority and for the specific purpose of ensuring that Authority receives the benefits of the {Single Bidder's/Consortium's} services under and in accordance with the Contract Agreement. Accordingly, the Authority shall, notwithstanding anything contained herein, at all times have the right to enforce the performance by the {Single Bidder'/Consortium Members} of {its/their} obligations pursuant to this JOA read with the Contract Agreement and the {Single Bidder/Consortium Members} hereby irrevocably and unconditionally waive(s) any defence, rights or protection that they may have in law, contract or otherwise in this regard.
14. This JOA supersedes and replaces any previous agreement or understanding between the Parties, whether oral or written, on the subject matter hereof, prior to the date of this JOA. For the avoidance of doubt, this JOA shall not supersede, and shall at all times be subject to, the Contract Agreement.
15. {Neither the Single Bidder/ Consortium Members} nor the Associate(s) shall assign or delegate its rights,duties or obligations under this JOA and the Contract Agreement in any manner whatsoever, except with prior written consent of the Authority.
16. No waiver by any Party or the Authority of any one or more obligations or defaults by any other Party in the performance of this JOA and the Contract Agreement shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.
17. The terms and conditions of this JOA shall not be amended or modified, varied or supplemented, except with prior written consent of the Authority and by an instrument in writing signed by all the Parties.
18. Each of the Parties shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required by the Authority.

19. This JOA shall be construed and interpreted in accordance with the laws of India and the courts of {...} shall have exclusive jurisdiction in all matters under this JOA.
20. We, the Parties agree that this JOA shall be irrevocable and shall form an integral part of the Contract Agreement. We further agree that this JOA shall be effective and continue to be enforceable for at least {2 (two)} years from the Commercial Operation Date.
21. This Agreement shall be effective from the date hereof, in case the Single Bidder/Consortium is declared as the Successful Bidder. However, in case the Single Bidder/Consortium is either not qualified for undertaking the Project or does not get selected as the Successful Bidder, the Agreement will stand terminated upon the disqualification of the Single Bidder/Consortium or upon return of the Bid Security by the Authority to the Single Bidder/Consortium, as the case may be.

IN WITNESS WHEREOF, the Parties have, through their authorised representatives, executed these presents and affixed the common seals of their respective companies on the day, month and year first mentioned above at (Place).

{On behalf of the Single Bidder/Lead Member

Name:

Designation:

Signature/Common Seal of the Single Bidder/Lead Member

Witness-1

Witness- 2

On behalf of the Consortium Member-1

Name:

Designation:

Signature/Common Seal of the Consortium Member 1

Witness-1

Witness- 2

On behalf of the Consortium Member-2

Name:

Designation:

Signature/Common Seal of the Consortium Member 2

Witness-1

Witness-2

On behalf of the Associate Member-1

Name:

Designation:

Signature/Common Seal of the Associate Member-1

Witness-1

Witness-2

On behalf of the Associate Member-2

Name:

Designation:

Signature/Common Seal of the Associate Member-2

Witness-1

Witness-2

On behalf of the Associate Member-3

Name:

Designation:

Signature/Common Seal of the Associate Member-3

Witness-1

Witness-2 }

Note: Notarized Power of Attorney of the Persons signing the Joint Operating Agreement along with the board resolution or a letter of authority in support of such Power of Attorney shall necessarily be furnished and to be attached with the signed Joint Operating Agreement.

ANNEX-I

Annex I

ADDITIONAL PERFORMANCE GUARANTEE

(Refer Clause 2.2.11 of RFB)

[.....]

WHEREAS:

- (A) Western Coalfields Limited having its principal offices at Nagpur, Maharashtra ("**Authority**") have issued Letter No.: {.....} dated {.....} (the "Letter of Award") whereby the Authority has awarded the work of {.....} through, {.....} having its Principal office at {.....} ("**Mine Operator**"), subject to and in accordance with the provisions of the agreement dated ("**Agreement**") and the Bidding Documents.
- (B) The "Mine Operator" has relied on the strength of [{M/s} ("**Single Bidder**") having its principal or registered place of business at / Consortium Members viz. {M/s} ("**Lead Member**") having registered businesses place at, {M/s} ("**Consortium Member – 1**") having registered businesses place at { {M/s} ("**Consortium Member – 2**") having registered businesses place at, and {M/s} ("**Associate – 1**") having registered businesses place at, {M/s} ("**Associate – 2**") having registered businesses place at and {M/s} ("**Associate – 3**") having registered businesses place at }].
- (C) In terms and conditions of the Bidding Documents each { Single Bidder/Consortium Member and Associate} having agreed to furnish additional performance guarantee to the Authority of a sum of Rs {.....} (INR) equivalent to 0.5% (zero point five per cent) of the Annual Sale Value ("**Additional Performance Guarantee Amount**") as guarantee for due and faithful performance of its obligations, under and in accordance with the Bidding Document.
- (D) The Mine Operator shall keep the **Performance Guarantee** valid, effective and in full force in an extendable/ renewable manner revolving after a period of at least 3 (three) years in accordance with the provisions of the Agreement.
- (E) This Additional Performance Guarantee (as defined hereunder) shall be kept valid and operative up to 90 (ninety) days after the expiry of the validity of the JOA, as executed by and among the persons mentioned at Recital (B) hereinabove ("**Guarantee Period**"). The validity of the JOA shall be at least 2 (two) years from the Commercial Operation Date in terms of the Agreement.
- (F) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee by way of additional performance guarantee ("**Additional Performance Guarantee**") which is valid from.....to.....

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

- 1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Mine Operator's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Mine Operator, such sum or sums up to an aggregate sum of the Additional Performance Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of a General Manager or equivalent, that the Mine Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Mine Operator is in default in due and faithful performance of its obligations under the Agreement and its decision that the Mine Operator is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Mine Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Mine Operator for any reason whatsoever.
3. In order to give effect to this Additional Performance Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Mine Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Additional Performance Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, right or obligation of the Authority for the Authority to proceed against the Mine Operator before presenting to the Bank its demand under this Additional Performance Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Additional Performance Guarantee and without any liability towards the Bank, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Mine Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Mine Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under this Additional Performance Guarantee by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Mine Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing or discharging the Bank from its liability and obligation under this Additional Performance Guarantee and the Bank hereby waives all of its rights, remedies or recourse under any such law.
6. This Additional Performance Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by the Authority in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the Mine Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Additional Performance Guarantee is restricted to the Additional Performance Guarantee Amount and this Additional Performance Guarantee will remain in force until the expiry of the Guarantee Period, and, upon the expiry of the Guarantee Period, unless a demand or claim in writing is made by the Authority on the Bank under this Additional Performance Guarantee no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Additional Performance Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Additional Performance Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Additional Performance Guarantee and the undersigned has full powers and authority to execute this Additional Performance for and on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect

payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive and binding on the Bank.

10. Subject to clause 7 hereinabove, this Additional Performance Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
11. Capitalised terms used herein, unless specifically defined herein, shall have the meaning assigned to them in the Agreement and the RFB.

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee issued in favour of the Authority shall be in paper form as well as issued under structured financial messaging system (SFMS). The details of beneficiary shall be provided to the successful bidder in due course of time.

APPENDIX VI

Contract Agreement
(Separate Document attached)

APPENDIX VII

Mine Profile

(Separate Document attached)

ANNEXURE-I TO THE MINE PROFILE

AnnexI **Geological Report**
AnnexII
AnnexIII **(Separate Document attached)**

Note: Due to restriction of uploading File of Documents in portal, soft copy of detailed reports may be provided on request.

Disclaimer: The purpose of the Geological Report is to provide geological information and assessment carried out for the Project to assist the prospective Bidders in their bidding. The information in the Geological Report shall not construe or form basis for any claim arising out of any information or interpretation given in the Geological Report or any omission. No claim whatsoever will be entertained or accepted on the basis of information /data provided in the Geological Report. The Authority shall not be responsible for the errors or mistakes, if any, in the Geological Report.

APPENDIX VIII

PROFORMA FOR INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any

third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.*
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

Section 3 - Disqualification from tender process and exclusion from future contracts

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

If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (1) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).
- (2) 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.
- (3) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal

shall be entitled to demand and recover from m the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference

or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

For&OnbehalfofthePrincipal)
(OfficeSeal)

(For&OnbehalfofBidder/Contractor)
(OfficeSeal)

Place-----

Date-----

Witness 1:
(Name&Address)(Name&Address)

Witness2:

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate / quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

- a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
 - b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.
5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

APPENDIX IX

PROFORMA OF MINING SCHEME

1. Proposed Mine Life:
2. Proposed Mining Method (s):
3. Proposed Capacity:
4. Proposed Exploration Programme:
5. Coal Production Schedule:

Accounting Year	Production from opencast method (in lakh tonne)	Production from underground method(in lakh tonne)	Production from highwall method (in lakh tonne)	Total Production (in lakh tonnes)
1 st Year				
2 nd Year				
3 rd Year				
....				
Up to 25 years or proposed life of the mine, whichever is shorter				
Total				

NOTES :

1. **Mine Life-** The Bidders shall submit a mine life [*for such a period so that Contract Period including final mine closure period does not exceed 25 years*], considering the information given in Mine Profile in Appendix VII and proposed method of mining.
1st year of mine life will commence from the Appointed Date (Appointed Date as defined in the Contract Agreement)
2. **Proposed Mining Method-**The Bidder shall propose the method of mining Opencast/Underground/High wall/Combination of any of the 3 methods.
3. **Proposed Capacity-**The Bidder shall propose the highest production in an accounting year as per the proposed coal production schedule in sl. no. 5 below.
4. **Proposed exploration programme-**The Bidder shall submit the exploration programme, if asked by the Authority for the preparation of Geological Report as per Clause 5.12 of Contract Agreement.
5. **Coal Production Schedule-** The Bidder shall submit a year wise and mining method-wise coal production schedule for up to 25 years or proposed life of the mine, whichever is shorter.

PART-II/ COVER-II: PRICE BID

Price Bid

[Upload Price Bid in the Excel format provided in the Bidding Documents]

The floor percentage of Revenue Share of Authority is 4%(four percent)

Percentage of Revenue Share of Authority:

PART-III: GENERAL

USER PORTAL AGREEMENT

e-Tender Portal User Agreement

In order to create a user account and use the e-tender portal you must read and accept this e-tender portal user agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of the Bid and if any information is found to be false at any stage of tendering or during the tenure of the Contract Agreement, I/we will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the Bidding Documents.
 - a. Cancellation of my/our Bid/ Contract Agreement (as the case may be);
 - b. Forfeiture of Bid Security/ performance security (as the case may be); and
 - c. Punitive action as per the Bidding Documents
2. That I/we accept all terms and condition of the NIT, RFB and other Bidding Documents as available on the website.
3. That I/we accept the integrity pact as given in the Bidding Documents (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the Bidding Documents in case the Project is awarded to us.
5. That I/we do authorize the Authority for seeking information/clarification from my bankers having reference in this Bid.
6. That I/we will upload original/certified photo(s)/ scanned of all the relevant documents as prescribed in the Bidding Documents in support of the information and data furnished by me/us online.
7. I/we confirm that I/we have not been banned or de-listed by any Government or quasi Government agencies or public sector undertakings. In case I/ we are banned or delisted, this information shall be specifically informed to the Authority.
8. That I/we accept all the undertakings as specified elsewhere in the Bidding Documents.
9. That this online agreement will be a part of my Bid and if the Project is awarded to me/us, this will be a part of our agreement with the Authority.
10. Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Bidding Documents.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER TERMS AND CONDITIONS SET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Bidder Registration, Password and Security

Upon successful completion of registration online, a '*User ID*' and '*Password*' will be created. You can login, only by giving such valid '*User ID*' and '*Password*' and then signing with your valid Digital Signature Certificate ("*DSC*").

The online registration/ enrollment of the Bidder on the e-tender portal should be done in the name of the Bidder. The person whose DSC is attached to the registered Bidder should be either the Bidder himself or, a person who has been duly authorized by the Bidder.

The '*User ID*' and '*Password*' are strictly personal to each authorized user and are non-transferable. The authorized users shall not divulge or disclose their '*User ID*' or '*Password*' to third parties. In the event that the authorized user comes to know that the '*User ID*' or '*Password*' has been/ might have been divulged with, disclosed to or discovered by any third party, the authorized user shall immediately modify the password using the "**Change password**" option. The Authority will have no responsibility or obligation in this regard.

At the time of enrollment in the e-tendering portal of the Authority, the Bidders should ensure that the status of the relevant DSC is active on this site. The activation of newly issued DSC may take 24 (twenty four) hours or more. Hence, Bidders who are obtaining a new DSC should register at least 24 (twenty four) hours before the submission of their respective Bids.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the '*Password*' and account, and for all activities that occur under your '*Password*' or account. You also agree to (a) immediately notify by e-mail to the **Application Administrator/ Nodal officer**, of any unauthorized use of your '*Password*' or account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. The Authority shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

The registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as the "*User ID*" are protected against changes by the Bidder after enrollment and

some other information such as the “Bidder Name” etc. are protected against changes by Bidder after submission of Bid.

+ **Modification of software**

With the consent of **Project Advisory Committee**, the administrator of e-tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user’s responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

The Authority reserves right to interrupt/ suspend the availability of the e-tender system without any notice to the users.

+ **System Requirements**

It is the user’s responsibility to comply with the system requirements: hardware, software, internet connectivity at user premises to access the e-tender portal as mentioned in the home page in the link ‘resources required’.

Under any circumstances, the Authority shall not be liable to the users for any direct/ indirect loss incurred by them or damages caused to them arising out of the following:

- (a) incorrect use of the e-tender System, or
- (b) internet connectivity failures in respect of the equipment used by the users or by the internet service providers, or
- (c) inability of the Bidder to submit their Bid due to any DSC related problems, hardware, software or any other factor which are personal/special/local to the Bidder.

- **Contents of Tender Information**

Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective tendering entities of the Authority. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.

- **Bid Submission Acknowledgement**

The user should complete all the processes and steps required for submission of the Bid. The successful submission of the Bid can be ascertained once **acknowledgement** is given by the system through ‘**Bid Submission**’ number (i.e. the **Bid ID**), after completion of all the processes and steps. The Authority is not responsible for incomplete Bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of Bid, which the Bidder can show as a proof of participating in the tender. Other than this acknowledgment, no proof will be considered as a confirmation of the submission of a Bid. If the Bidder fails to produce this acknowledgment required for verification in case of dispute, his claim for submission of Bid may not be considered.

- **Upload files**

The Bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contains only the relevant information as stated by the **Tender Inviting Authorities** for the particular tender. It is not obligatory on the part of the Authority to read each and every document uploaded by the Bidder. If any Bidder has uploaded/ attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their user

account will be liable for permanent or temporary termination by the Authority without any prior notice.

➤ User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials (“**Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-tender portal.

The Authority does not control the Content posted via the e-tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence, under no circumstances, the Authority is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the site.

➤ Amendments to a tender published:

You agree that the Authority reserves the right to re-tender/ cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

➤ Special Admonitions For International Use:

Recognizing the global nature of the internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

➤ Links

The site may provide, links to other world wide web sites or resources. Because the Authority has no control over such sites and resources, you acknowledge and agree that the Authority is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the Authority shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any such Content, goods or services available on or through any such site or resources.

➤ Miscellaneous

This agreement shall all be governed and construed in accordance with the laws of India and applicable to agreements made and to be performed in India. The e-tender portal’s failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. The Authority may assign its rights and duties under this agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

➤ Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of the Authority is situated shall have **non-exclusive** jurisdiction to entertain any dispute with the Authority. In case of the dispute being with a regional institute of Central Mine Planning & Design Institute Limited, the principle civil court where the said regional institute is situated shall be place of suing.

The Authority reserves the right to initiate any legal action against those Bidders violating all or any of the above mentioned terms and conditions of e-tender services agreement.

Modification of terms of Agreement

The Authority reserves the right to add to, or change/modify, the terms of this agreement. Changes could be made by us after the first posting to the site and you will be deemed to have accepted any change if you continue to access the site after that time. The Authority reserves the right to modify, suspend/ cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security

General Policy

The Authority is committed to protecting the privacy of our e-tender site visitors. The Authority does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, submission of Bid etc. or any other transaction on the site.

Information Collected

When you choose to provide personal or business information to us to conduct an onlinetransaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The internet domain and internet protocol address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online submission of Bid or any other online transaction. Review, update and correction of any personal or business information can be done directly on the site.

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The site has security measures in place to protect against the loss, misuse and alteration of information under our control.

Appendix XI

High Power Committee Recommendations

(Separate Document attached)