

# REQUEST FOR PROPOSAL

## REQUEST FOR PROPOSAL (RFP)

for

**Selection of Mine Developer and Operator for  
Development and Operation  
of  
Dongri Tal – II (Phase-I) Coal Mine  
Singrauli District of Madhya Pradesh**

**March - 2021**



**INTERNATIONAL BIDDING**

**Goa Industrial Development Corporation GOA-IDC**

Plot No. 13-A-2, EDC Complex,  
Patto Plaza, Panaji-Goa 403001  
Phone : 91-832-2437470 to 73  
Fax: (0832)2437478-79  
e-mail : [goaidc1965@gmail.com](mailto:goaidc1965@gmail.com)

### Bidders to take note of following while submitting their Bids

- Bidders are required to furnish the requisite details in the Formats as specified in the Bid document for meeting the stipulated Qualifying Requirements along with all supporting documents like certificates from the statutory auditor of the Bidder, copies of performance/production certificates, work orders and contract agreements etc.
- In case of extension of Bid opening date, Bidder shall furnish banker's certificate for Unutilized Line of Credit and audited Annual Reports along with its Bid as per the extended date of Bid opening to meet the stipulated Financial Criteria.
- Power of Attorney on a non judicial stamp paper of value as per applicable state laws of Goa duly notarized by a notary public indicating that the person signing the Bid has the authority to sign the Bid and the Bid is binding upon the Bidder during the full period of its validity backed by a copy of board resolution/other relevant documents to demonstrate the authority of the person issuing the Power of Attorney to be furnished offline in separate sealed envelope prior to the scheduled date and time of submission and opening of Bids.
- Power of Attorney to the Authorised Representative of the Bidder for signing of Bid, Joint Operating Agreement/Consortium Operating Agreement etc., wherever applicable, to be submitted along with Bid and should be dated not later than the date of signing the Bid.
- Bidder to ensure that the EMD, Consortium Operating Agreement / Joint Operating Agreement pact are submitted offline in separate sealed envelope prior to the scheduled date and time of submission and opening of Bids in original strictly as per specified Formats duly signed in original by Authorised Signatory and stamped on each page.
- Date of purchase of stamp paper of instruments like EMD, Consortium Operating Agreement / Joint Operating Agreement etc. should be on or before the date of execution of such instruments.

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### Schedule of Bidding Process

S.N	Particulars	Estimated Date
1	Bid Document Downloading and Start Date	05 <sup>th</sup> March 2021
2	Last Date of Receipt of Queries from Bidder	23 <sup>rd</sup> March 2021
3	Pre Bid Meeting	24 <sup>th</sup> March 2021
4	Uploading of Clarifications to queries,	31 <sup>st</sup> March 2021
5	Last Date for Online Submission of Bid Documents	15 <sup>th</sup> April 2021
6	Last Date for submission of Physical copies of Responsive Check Documents	17 <sup>th</sup> April 2021
7	Date of Opening of Bid	17 <sup>th</sup> April 2021
8	Announcement of Qualified Bidders	Will be intimated later
9	Opening date of Financial Proposal	Will be intimated later
10	Intimation to Qualified Bidders on whether they are eligible to participate in Reverse Auction	Will be intimated later -
11	Date of Reverse Auction	Will be intimated later -
12	Declaration of L1 Bidder	Will be intimated later -
13	Issue of LOA	Will be intimated later -
14	Signing of Coal Mining Agreement	Within 28 days of issue of LOA

**A. Notice Inviting Tender (NIT)**

GOA-IDC, Panaji , invites e-bids from eligible bidders in **Single** Stage bidding system for the Selection of Mine Developer and Operator for development and operation of Dongri Tal –II (Phase I) Coal Mine located in Singrauli District of Madhya Pradesh.

**Salient Features of the Bid / Bid Datasheet**

SN	Particulars	Details
1	<b>Tender Proposal No.</b>	<b>No. Goa-IDC/Coal Block/01/4942/2021 dated 03/03/2021</b>
2	<b>Name of Work</b>	Selection of Mine Developer and Operator for development and operation of Dongri Tal – II (Phase-I) Coal Mine located in Singrauli District of Madhya Pradesh State
3	<b>Type of Bidding</b>	e–Tendering followed by e-Reverse Auction
4	<b>Bid Validity Period</b>	90 days from the date of opening of Techno-Commercial Bid
5	<b>Contact person of GOA-IDC and address of communication</b>	Managing Director, GOA-IDC Corporate Office: Plot No. 13A-2, EDC Complex, Patto Plaza ,Panaji, Goa 403 401 Phone : 91-832-2437470 to 73 Fax: (0832)2437478-79 e-mail : <a href="mailto:goaidc1965@gmail.com">goaidc1965@gmail.com</a>
6	<b>Cost of the Bid Documents (INR)</b>	INR 10,000/- Rupees Ten thousand Only
7	<b>EMD</b>	INR 7.72 Crores ( Seven Crores and Seventy Two Lakhs Rupees Only )
8	<b>Estimated Project Cost</b>	INR 1544 Crores (Indian Rupees One Thousand Five Hundred forty four Crores only)
9	<b>Bid Document Downloading and Start Date</b>	The Tender documents can be downloaded from <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . GOA-IDC may issue Addendum(s)/ Corrigendum(s) to the Tender document, if any, on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .  Start Date: 5 <sup>th</sup> March, 2021
10	<b>Last Date of Receipt of Queries from Bidder</b>	By 23 <sup>rd</sup> March 2021  (Only through emails strictly in the manner prescribed under Annexure 15)

<b>SN</b>	<b>Particulars</b>	<b>Details</b>
11	<b>Pre Bid Meeting</b>	Date : 24 <sup>th</sup> March 2021 at 15:00 Hrs IST  <b>Meeting Venue:</b> GOA-IDC (Corporate Office) Plot No. 13A-2, EDC Complex, Patto Plaza, Panaji, Goa 403 401 Phone : 91-832-2437470 to 73
12	<b>Uploading of Clarifications to queries,</b>	All clarifications to the prospective bidders' queries shall be uploaded by GOA-IDC in <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and Bidders are requested to visit the site regularly
13	<b>Last Date for Online Submission of Bid Documents</b>	15 <sup>th</sup> April 2021 upto 15:00 Hrs. IST at website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
14	<b>Last Date for Physical Submission of Technical Bids only</b>	17 <sup>th</sup> April 2021 at 15:30 Hrs. IST  Address for submission: Managing Director, GOA-IDC Corporate Office: Plot No. 13A-2, EDC Complex, Patto Plaza, Panaji, Goa 403 401
15	<b>Date and time of Opening of Techno Commercial Bid</b>	17 <sup>th</sup> April 2021 at 16:00 Hrs. IST
16	<b>Opening date and time of Financial Proposal</b>	(To be Intimated Later)
17	Intimation to Qualified Bidders on whether they are eligible to participate in Reverse Auction	(To be Intimated Later)
18	Date of Reverse Auction	(To be Intimated Later)
19	Declaration of L1 Bidder	(To be Intimated Later)
20	Issue of LOA	(To be Intimated Later)
21	Signing of Coal Mining Agreement	(To be Intimated Later)

## B. Disclaimer

1. This Document is not an Agreement or an offer by GOA-IDC to the Bidders or any third Party. The purpose of this Document is to provide information to interested Parties to facilitate the formulation of their Proposal.
2. This Document does not purport to contain all the information each Bidder may require. This Document may not be appropriate for all persons, and it is not possible for GOA-IDC to consider the particular needs of each Party who reads or uses this Document.
3. The concerned Parties should conduct their own investigations, analysis and due diligence and should verify the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources.
4. Neither GOA-IDC nor its employees or its consultants or its advisors make any representation or warranty as to the accuracy, reliability or completeness of the information in this Document.
5. Neither GOA-IDC nor its employees or consultants its advisors shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Document, or any matter deemed to form part of this Document, the award of the work, or the information and any other information supplied by or on behalf of GOA-IDC or its employees, any consultants or otherwise arising in any way from the selection process for the Project.
6. The Bidder should confirm that the Document downloaded by them is complete in all respects ensuring that the Document or any part thereof is not mutilated or missing. In such case, the Bidder must notify GOA-IDC immediately at the address mentioned below.
7. Further, if no intimation is received by GOA-IDC at below mentioned address by the date of the Pre Bid meeting, it shall be considered that the Document received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Document.
8. No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain a complete set of the Document.
9. The Bid Document comprises of general guidelines and conditions for Bidding but not an offer by GOA-IDC to Bidders or any third Party. The purpose of the Bid Document is to provide interested Parties with information to facilitate the formulation of their Proposal to undertake this Project and to convey the terms on



which the work shall be assigned by GOA-IDC

10. This Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Party to whom it is issued or its direct Subsidiary and/or direct Holding Company or members of the Bidding Consortium. This Document must not be copied or distributed by the recipient to third Parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Document). In the event that after the issue of the Document the recipient does not continue with its involvement in the Bidding process for any reason whatsoever, this Document and the information contained herein must be kept confidential by such Party, direct Subsidiary and/or direct Holding Company, members of the Bidding Consortium and professional advisors / consultants at all times
11. GOA-IDC reserves the right to change, modify, add or alter the Document at any time during the Bidding process. All Parties to whom this Document has been issued shall be intimated of any such change. The Bidders or direct Subsidiary and/or direct Holding Company or Members of the Bidding Consortium or consultants or any third Party shall not object to such changes/modifications/additions/alterations explicitly or implicitly. Any such objection by the Bidder or its direct Subsidiary and/or direct Holding Company or members of the Bidding Consortium shall make the Bidder's proposal liable for rejection by GOA-IDC. Further, objection by any third Party shall be construed as infringement on confidentiality & privileged rights of GOA-IDC with respect to this Document.
12. GOA-IDC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Proposals at any stage of the Bidding Process without assigning any reason. Further GOA-IDC reserves the right to annul the Bidding process and / or to reject any or all Proposals at any stage prior to the signing of the Coal Mining Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for GOA-IDC's action. All decisions of GOA-IDC shall be final and binding in this regard.
13. The Bidder or its direct Subsidiary and/or direct Holding Company or members of the Bidding Consortium shall not make any public announcements with respect to this Bidding process or this Document. Any public announcements to be made with respect to this Bidding process or this Document shall be made exclusively by GOA-IDC. Any breach by the Bidder of this Clause shall be deemed to be non compliance with the terms and conditions of this Document and shall render the Proposal liable for rejection. All decisions of GOA-IDC shall be final and binding in this regard
14. It is clarified that the provisions of Clauses 10, 11 and 13 above shall not apply to information relating to this Document already available in the public domain prior to

the issue of this Document.

15. The Bidder shall bear all costs associated with the preparation and submission of all the Proposals and communications (against Bid Document). GOA-IDC and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
16. By responding to the Bid Document, the Bidder shall be deemed to have confirmed that Bidder is fully satisfied and understood the terms and conditions of the Bid Document. The Bidder hereby expressly waives any and all claims in respect thereof.
17. Notwithstanding anything contained elsewhere in this document, GOA-IDC shall form Bid evaluation / tender committee(s)/designate GOA-IDC's competent authorities for the purpose of detailed scrutiny, interpretation and evaluation of the submissions made by the Bidders read along with the Bid Document. GOA-IDC reserves the right to scrutinise, interpret and evaluate the submissions made by the Bidders. GOA-IDC may accept or reject the Bids at its sole discretion based on its interpretation of the terms and conditions of this document. The decision of GOA-IDC in this regard shall be final and binding on the Bidders, consultant and other parties involved in the transaction.
18. By receiving this Bid Document, it shall be deemed that the prospective Bidders so receiving the Bid Document have read, understood and accepted the disclaimers and other terms and conditions.

Managing Director, GOA-IDC  
Corporate Office:  
Plot No. 13A-2, EDC Complex, Patto Plaza,  
Panaji, Goa -403 401  
Phone: Phone : 91-832-2437470 to 73  
Fax: (0832)2437478-79  
E-mail : [goaidc1965@gmail.com](mailto:goaidc1965@gmail.com)

### C. List of Abbreviations

1.	BCM	Bank Cubic Meter`
2.	CBA	Coal Bearing Act ,1957
3.	CCO	Coal Controllers Organisation
4.	CHP	Coal Handling Plant
5.	CIL	Coal India Limited
6.	CMA	Coal Mining Agreement
7.	CMR	Coal Mining Regulation
8.	CMF	Composite Mining Fee
9.	COA	Consortium Operating Agreement
10.	COD	Commercial Operation Date
11.	CSR	Corporate Social Responsibility
12.	DGMS	Directorate General of Mine Safety
13.	DMF	District Mineral Foundation
14.	EMD	Earnest Money Deposit
15.	EMP	Environmental Management Plan
16.	FY	Financial Year
17.	FPO	Final Price Offer
18.	GCV	Gross Calorific Value
19.	GST	Goods & Services Tax
20.	HEMM	Heavy Earth Moving Machinery
21.	INR	Indian Rupees
22.	ITB	Information to Bidders

23.	IPO	Initial Price Offer
24.	JOA	Joint Operating Agreement
25.	MDO	Mine Developer and Operator
26.	MT	Million Tonnes
27.	MTPA	Million Tonnes per Annum
28.	MOEF & CC	Ministry of Environment & Forests and Climate Change
29.	MPPTCL	Madhya Pradesh Power Transmission Company Ltd.
30.	MPSMC	Madhya Pradesh State Mining Corporation
31.	NMET	National Mineral Exploration Trust
32.	OBR	Overburden Removal (includes Inter-burden)
33.	PAP	Project Affected Person
34.	PAF	Project Affected Family
35.	RA	Reverse Auction
36.	ROM	Run of Mine
37.	R & R	Rehabilitation and Resettlement
38.	SPV	Special Purpose Vehicle
39.	T	Tonne(s)

## 1. Definitions

1.1 Unless defined otherwise, the following terms wherever used in this Bid Document shall have the following meanings:

- 1) "**Additional Performance Security**" shall have the meaning prescribed to in Clause 7.7
- 2) "**Allotment Agreement**" shall refer to the agreement dated 30.10.2019 entered between Government of India and Goa Industrial Development Corporation Limited.
- 3) "**Applicable Laws**" means any law, legislation, statute, rule, directive, ordinance, notification, exemption, regulation, judgements/orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued, or promulgated by any **Authority** and applicable to either Party, to their obligations or to the provisions of this Bid Document from time to time.
- 4) "**Authority**" means GOA-IDC or any government department, local government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, any other statutory authority of **Government** of India or the Government of the Goa, any authority exercising any sovereign function, and includes any municipal or local authority.
- 5) "**Authorised Representative and Signatory**" shall refer to the designated person of each Bidder authorized to represent the Bidder in all matters pertaining to its Proposal. This designated person should hold a valid Power of Attorney" duly authorizing him/her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the Bidding Process including Reverse Auction; to conduct correspondence for and on behalf of the Bidder, and to execute the Coal Mining Agreement and any other documents required to give effect to the outcome of the Bidding Process.
- 6) "**Bid**" or "**Proposal**" shall refer to the submissions of the following by a Bidder pursuant to this Bid Document:
  - I. Documents for Responsive Check (Part -I)
  - II. Qualification Proposal (Part-II) along with any additional information/clarification; and
  - III. Financial Proposal (Part -III).

along with covering letter/relevant information strictly as per the Formats provided by GOA-IDC.

- 7) **"Bidder"** shall mean either a **Company** or a **Bidding Group** or a **Bidding Consortium**
- 8) **"Bidding Consortium"** shall mean a maximum of 2 (two) Company(ies) join together to submit the bid as a consortium in response to the Bid Document as per clause 4.3.3 and Lead Member shall be incorporated and registered in India.
- 9) **"Bidding Group"** shall mean a Company with support of its direct Subsidiary and/or direct Holding Company for qualifying in the prescribed Qualification Criteria, which shall be incorporated and registered in India, that has submitted its bid in response to the Bid Document as per clause 4.3.2
- 10) **"Bid Document or Document"** means documents issued by GOA-IDC for selection of Mine Developer and Operator (MDO) for the development and operation of Dongri Tal – II (Phase I) Coal Mine in Singrauli district of Madhya Pradesh, India, through Competitive Bidding and shall include any modifications, amendments/corrigenda or alterations or clarification thereto. The documents are as follows:
  - a) Notice Inviting Tender
  - b) This Bid Document (Instructions to Bidders)
  - c) Coal Mining Agreement
  - d) Allotment Agreement by and between the Government of India and Goa-IDC dated 30.10.2019, and subsequent Amendments by Nominated Authority
  - e) Associated technical documents including but not limited to :
    - i) Mining Plan (including Mine Closure Plan)
    - ii) Geological Report etc.
- 11) **"Business days"** shall means a day other than Saturday and Sunday in the month or a Public holiday as declared by the **Government**.
- 12) **"Coal/Lignite"** and **"Mine"** shall mean as defined under Mines Act, 1952 and Coal Mine Regulation 2017 ,including the amendments made thereof
- 13) **"Consultant"** shall mean the Consultant appointed by Goa-IDC for the purpose of this Bid Process Management.
- 14) **"Closing Percentage"** shall mean the lowest Composite Mining Fee quoted by the successful bidder at conclusion of Reverse Auction.

- 15) **“Coal Block”** shall refer to the Dongri Tal-II (Phase-I) Coal Block allocated to GOA-IDC by the Ministry of Coal, Government of India.
- 16) **“Coal Stockyard”** shall mean the designated place on the surface within the mine / Project premises where the mined coal is stored for delivery to the prospective coal buyers/Customers.
- 17) **“Coal Mining Agreement”** means the agreement entered into between GOA-IDC and the **Project Company** formed by the Successful Bidder for execution of the Project.
- 18) **“Coal Production Start Date”** means the day of start of Actual Coal Production
- 19) **“Company”** shall mean a company as defined in the Companies Act 2013 including the amendments made thereof.
- 20) **“Competent Authority”** shall mean authorities and /or committee(s) formed by GOA-IDC and/or **Government**.
- 21) **“Composite Mining Fee”** shall be the fee payable to the MDO on per tonne basis from **Net Sale proceeds** for performance of the services, obligations & works in accordance with CMA and this Bid Document. It shall be quoted by bidder in Percentage (%) of **Net Sale Proceeds**.
- 22) **“Consortium Operating Agreement”** shall have the meaning ascribed to it at Clause 7.4.
- 23) **“Contingent Payment”** means payment which may arise in future due to happening of any uncertain event, including but not limited to, litigation by prior allottee.
- 24) **“Contracted Capacity”** means the Peak Annual Coal Production of the Mine as per Approved Mining Plan
- 25) **“Contract Period”** shall start from the date of signing of CMA and end on the following ;
  - a. Till the completion of all the activities as mentioned in the Coal Mining Agreement ( CMA ) ; or
  - b. Till the expiry or termination of the Mining Lease ; or
  - c. Till the end of the **Life of Mine**, as per the Approved Mining Plan ; or
  - d. The notification under Section 11 (1) of the CBA Act, 1957 is effective ; or

- e. Date on which the Coal reserves in the Mine are exhausted, subject to successful completion of Mine Closure activities in accordance with provisions of Coal Mining Agreement; or
  - f. Date of Termination mentioned in the termination notice to the recipient Party,
  - g. whichever is earlier.
- 26) "**Corrigendum(s)/Amendment(s)**" shall have the meaning given to it in Clause 3.6 of this **Document**.
- 27) "**Delivery Point**" For dispatch of coal to the Coal Consumer by rail, the Delivery Point shall be the Gajara Bahara Railway Station siding / Ex-Mine Railway Siding, or for dispatch of coal to the Coal Consumers by road, the Delivery Point shall be the Coal Stockyard / CHP within the mine / Project premises
- 28) "**Declared Grade**" shall mean the Grade of Coal declared as per the Colliery Control Order, 2000
- 29) "**Destination Point**" shall mean the point to which the Coal Consumers will carry the coal at their risk and cost after sale and delivery of coal from Goa-  
IDC.
- 30) "**Designated Bank Account**" shall mean the following bank account of the  
GOA-IDC ;
- Name of the Bank : Bank of India  
Account No : 102920100000090  
Name of Account Holder: Goa Industrial Development Corporation  
IFSC Code : BKID0001029
- 31) "**Developed/Development**" shall mean that the **Bidder** should have performed i) Land Acquisition including its Physical possession ii) R & R activities, (iii) obtained Statutory Clearances, and (iv) carried out Infrastructure development activities like Construction & Commissioning of Railway line and siding, workshop, residential building on its own or through sub-contracting for the same mine for which the recourse is taken for the Technical Criteria, leading to production of Coal, as prescribed in Clause 4.1.1. The awarded contract period ( irrespective of de-allocation ) of such work for the same mine should be more than 20 Years
- 32) "**Documented Cost**" shall mean the Invoice amount/ Bills of Compensation/ awards passed by the **Government** for ;



- a) Acquisition of land for the project,
- b) R&R,
- c) Construction of Railway line and Railway Sidings,
- d) Diversion of Nallas
- e) Diversion of High Tension lines
- f) One time Statutory Fees towards Obtaining/Transferring Clearances, Permission, licenses, lease in favour of Goa-IDC ( for the avoidance of doubt, this shall exclude any fess that are required for setting of plant and machinery, establishment, registration, local registrations etc. of the MDO).
- g) Stamp Duty Charges, Registration Fees, pertaining to development of coal block in favour of Goa-IDC (for the avoidance of doubt, this shall exclude any fess that are required for setting of plant and machinery, establishment, registration, local registrations etc. of the MDO).

As per the Relevant Documents/Bills produced by the MDO and approved by the Independent Engineer.

- 33) "**Earnest Money Deposit (EMD)**" shall have the meaning ascribed to it at Clause 7.3
- 34) "**Escrow Account**" shall mean the account to be opened and operated jointly by Goa-IDC and the selected MDO in a Nationalised / Scheduled Commercial Bank in India under terms and conditions as set forth in clause 2.25 of this Bid Document for deposit of the Gross Sale Proceeds. Any interest income earned on the deposit in the escrow account shall remain with GOA-IDC.
- 35) "**Financial Proposal**" means Initial Price Offer (Part -III) submitted along with the Techno-Commercial Proposal by the Bidder in accordance with the terms and conditions as mentioned in Chapter 5 of this Bid document
- 36) "**Financial Year**" shall have a meaning as defined under the Companies Act, 2013 of India including the amendments made thereof.
- 37) "**Final Price Offer**" shall mean the lowest **Composite Mining Fee** quoted by the Qualified Bidders during the Reverse Auction process.
- 38) "**Fixed Amount**" shall mean the amount mentioned in Clause no. 3.1 (d) of **Allotment Agreement** equal to INR 14,41,24,104/- (Indian Rupees Fourteen Crore Forty One Lakh Twenty Four Thousand One Hundred And Four Only).

This amount shall be payable by **MDO** to GOA-IDC as part of **Pre-development Expenses** as per clause 2.22 of the **Bid Document**.

- 39) "**Gross Sale Proceeds**" shall mean the amount deposited in the Escrow Account from the sale proceeds on sale of coal (Rupees per tonne) which is inclusive of coal sale price received as per conditions set forth in chapter – 8 of **Allotment Agreement**, royalty, Contributions to NMET and DMF, applicable GST, Cesses, taxes, levies, **Surface Transportation Charges** (if any).
- 40) "**GOA-IDC**" shall mean the Goa Industrial Development Corporation established under the Goa Industrial Development Act, 1965, and shall include its successors, administrators and permitted assignees.
- 41) "**Government**" means the Government of India or Government of the State of Goa or Government of the State of Madhya Pradesh or their Authorised Representatives, agencies, departments, as the context requires.
- 42) "**Holding Company**" and "**Subsidiary**" shall have the meaning ascribed to them as per Companies Act 2013.
- 43) "**Initial Price Offer**" shall mean the **Composite Mining Fee** submitted by the bidder along with their **Qualification Proposal** as a part of **Bid** which shall be equal to or less than the **Upper Ceiling Percentage**
- 44) "**Independent Engineer/Monitoring Agency**" shall mean the **consultant** who would undertake the Monitoring of the Development, Operation and running of the **Project**.
- 45) "**Joint Operating Agreement (JOA)**" shall have the meaning ascribed to it in Clause 7.3.
- 46) "**JOA Performance Security**" shall have the meaning ascribed to it in Clause 7.8
- 47) "**Letter of Award**" means the written official intimation by GOA-IDC notifying the Successful Bidder that its **Bid** has been accepted as per the terms and conditions mentioned therein.
- 48) "**Lead Member**" shall mean as defined in the Clause 4.3.3.
- 49) "**Life of Mine**" shall mean 21 years including the development period of 4 years as per approved **Mining Plan**.
- 50) "**Mine Closure Escrow Account**" shall refer to bank account in India to be opened & operated by Goa-IDC in accordance with the mine closure plan, clause 2.16 of bid Document, CMA and other applicable laws.

- 51) **“Mine Developer and Operator” or “MDO” or “Project Company”** shall be the SPV to be set up by the **Successful Bidder** under the Companies Act 2013, which shall enter into the CMA with GOA-IDC to perform the Scope of **Project**.
- 52) **“Mine Owner / Lessee”** shall mean any person who is the immediate proprietor or lessee of the Mine. In the instant case, Mine owner / Lessee shall be Goa-IDC.
- 53) **“Mining Plan”** means the plan approved / to be approved for enhanced capacity, if any by Ministry of Coal, Government of India for Dongri Tal – II (Phase I) Coal Mine including the Mine Closure Plan
- 54) **“Mining Lease”** shall mean the lease granted, or deemed to have been granted, by the State Government / Authority to the GOA-IDC under Applicable Law for the purpose of developing/undertaking coal mining and related activities at the Project
- 55) **“Mineable Reserves”, “Geological Reserves” and “Extractable Reserve”** mean the respective reserves as defined under the Mining Plan / other Statutory Document of the respective Mine
- 56) **“MSME”** means a micro enterprise, or a small enterprise, or a medium enterprise defined in Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time.
- 57) **“MSME Share”** shall mean 25% of the coal production from the Coal Mine on **Run-of-Mine** basis, in a calendar quarter and a financial year, and the same shall include any amendments made to the same by the Central Government in its sole discretion.
- 58) **“Net Sale Proceeds”** shall mean the balance amount left in the Escrow Account after deduction of **Statutory Payments** payable to the **Government**, **Reserve Price** payable to the **Government** and reimbursement of **Surface Transportation Charge (if any)** from the **Gross Sale Proceeds**.
- 59) **“Opening percentage ”** shall mean as defined in the clause 6.3.4
- 60) **“Operated/Operation”** shall mean that the **Bidder** should have carried out Open cast mining activities of excavation, drilling, blasting, hauling and loading either on its own or through sub-contracting from the same mine from which the recourse is taken for the Technical Criteria, leading to production of Coal, as prescribed in Clause 4.1.1. The awarded contract period (irrespective of de-allocation) of such work for the same mine should be more than 20 years.
- 61) **“Over Burden”** shall mean the rock, soil, stone bands etc. that lies above and between the coal seams and is to be removed during mining and may be used

to restore the mining site post mining. The term "Over burden" includes inter-burden and stone bands as well.

- 62) "**Project Company**" or "**MDO**" shall mean and refer to the Company incorporated by the Successful Bidder under the provisions of The Companies Act, 2013, which shall sign and execute the Coal Mining Agreement
- 63) "**Peak Production Capacity**" means the peak annual coal production capacity of the mine, which at present is 2.9 MTPA as per the approved **Mining Plan**
- 64) "**Performance Security**" shall have the meaning ascribed to in Clause 7.6.
- 65) "**Person**" includes firms, companies, corporations and association or bodies of individuals, whether incorporated or not.
- 66) "**Pre-Bid/Pre-Bid Conference**" means Pre-Bid meeting to be notified by GOA-IDC.
- 67) "**Pre-development Expenses**" Shall mean the Documented Cost, Upfront Amount payable to the State and Central Government and Contingent Payment (if any) including but not limited to any Fixed Amount payable to the Prior Allottee pertaining to the Project. However, the Pre-development Expenses reimbursable by Goa-IDC to the MDO shall be limited to a total of INR 710 Crores
- 68) "**Project**" refers to the planning, engineering, financing, construction, operation, maintenance of the GOA-IDC's Dongri Tal- II (Phase I) Coal mine and shall include all such associated works and services as detailed in the Bid Document and the Coal Mining Agreement.
- 69) "**Qualification Proposal**" shall refer to the proposal submitted by the Bidder to meet the Qualification Requirements specified in Chapter 4 in accordance with provisions of this Bid Document.
- 70) "**Qualified Bidder**" shall mean the Bidder whose Qualification Proposal is scrutinized by GOA-IDC and found to be a **Responsive Proposal**.
- 71) "**Responsive Proposal**" shall mean the proposal which meets the Technical and Financial Criteria to the best satisfaction of GOA-IDC as per terms and conditions set forth in Chapter 4 of this Bid Document.
- 72) "**Reserve Price**" shall mean an amount equivalent to the royalty (currently at 14% on ad-valorem basis) on coal payable on per tonne basis to State Government of Madhya Pradesh as per actual production of coal by the GOA-IDC set forth in clause 1.1.40 of Allotment Agreement.
- 73) "**Reverse Auction**" shall have the meaning prescribed to in Chapter 8.

- 74) **“Run of Mine”** or **“ROM”** shall mean the coal comprising of all sizes, which comes out of the Mine without any crushing & screening.
- 75) **“Statutory Payments”** include payment of royalty, Contribution to NMET and DMF, applicable GST, Cesses, taxes, levies.
- 76) **“Substantially Responsive Proposal”** shall mean a proposal that conforms to all the terms, conditions and specifications of the Bid Document without material deviations, objections, conditionalities or reservations. A material deviations, objections, conditionalities or reservations is one (i) that affects in any substantial way the scope, quality or performance of the contract, (ii) that limits in any substantial way, inconsistent with the Bid document, the Owner’s right or the successful Bidder’s obligations under the contract, or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Proposals ”
- 77) **“Successful Bidder”** means the Bidder with the lowest FPO selected by GOA-IDC pursuant to terms and conditions of this Bid Document and Coal Mining Agreement through the Reverse Auction process.
- 78) **“Surface Transportation Charge”** shall have the meaning ascribed in Clause 2.25 of this document
- 79) **“Stripping Ratio”** or **“Strip Ratio”** means the ratio of bank overburden (described in cubic meters) to coal (described in tonnes) excavated / to be excavated from the site by the MDO in accordance with Coal Mining Agreement.
- 80) **“Site”** means the whole of the lands described in Schedule A of the Coal Mining Agreement and includes any additional parcels or areas of land used from time to time in conjunction with that land.
- 81) **“Tonne”** or **“Ton”** means 1000 (thousand) kilogram as defined in Standards of Weights and Measures Act, 1976 (including rules and regulations framed under the said act, policies and amendments from time to time as notified by Government of India).
- 82) **“Turnover”, “Net worth”** and **“Paid up Share Capital”** shall have the meaning as ascribed to it in the I Companies Act, 2013 (including any amendments made to it thereof)
- 83) **“Upfront Amount”** shall mean the amount mentioned in Clause no. 5.2 of **Allotment Agreement** equal to INR 18,14,84,996/- (Indian Rupees Eighteen Crore Fourteen Lakh Eighty Four Thousand Nine Hundred Ninety Six Only). This amount shall be payable by MDO to GOA-IDC as part of **Pre-development Expenses** as per clause no. 2.22 of the **Bid Document**.

- 84) “Upper Ceiling Percentage” shall mean 85 % of the Net Sale Proceeds of per tonne of coal. The **Composite Mining Fee** quoted by the bidder shall be equal to or less than the **Upper Ceiling Percentage**. The Composite Mining Fee percentage quoted by the bidder exceeding 85 % shall be rejected.

## 1.2 Rules of Construction

- 1) A reference to singular includes the plural and vice-versa where the context so requires;
- 2) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- 3) The metric system of measurement shall be used for the purpose of the Agreement;
- 4) Headings do not affect the interpretation of this Bid Document;
- 5) A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns;
- 6) A reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar; unless otherwise specified in this Bid Document;
- 7) A reference to Rs., INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 8) A reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time;
- 9) The expressions "**including**", "**includes**" and "**include**" have the meaning as if followed by "without limitation";
- 10) The expression "**writing**" or "**written**" shall include communications by telex, telegram, facsimile, electronic mail and letter;
- 11) Terms and expressions not defined anywhere in the Bid Document shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and failing that in General Clauses Act, 1897;
- 12) The various Acts and Regulations are normally available for sale from Deputy Controller, Publications Department, Government of India, Civil lines, Delhi – 110054 or with leading authorised Government of India booksellers.
- 13) A reference to any schedule/chapter/Clause means reference to the respective schedule/chapter/Clause of this Bid Document unless otherwise a specific reference to any other document or Coal Mining Agreement is mentioned.

- 14) If there is any difference between a number expressed both in figures and words, the latter shall prevail. This shall also apply to all documents and communication received by GOA-IDC from the bidders

### **1.3 Governing Law & Jurisdiction of Courts**

The Bid Document shall be governed by and interpreted in accordance with laws in force in India, and Courts at Goa, shall have exclusive jurisdiction over matters relating thereto.

The RFP and Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Goa shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## 2. Introduction

### 2.1 About Goa Industrial Development Corporation

#### Background:

The Goa Industrial Development Corporation is a statutory body constituted under the Goa Industrial Development Act, 1965, by the Government of Goa to achieve the balanced industrial development in the State of Goa with the emphasis on developing Industrial Areas/Estates throughout the State and providing facilities for setting up of Industries at various locations. Under the said enactment Goa-IDC is entrusted and empowered to undertake mining and infrastructure for mining development and such other related activities within India subject to provisions of law.

The Ministry of Coal, Government of India, is in process of allocating the Dongri Tal-II (Phase-I) Coal Block, Singrauli Coal field, District Singrauli, Madhya Pradesh, India to the Goa Industrial Development Corporation and has entered into an Allotment Agreement dated 30/10/2019 with the Goa Industrial Development Corporation.

**Allottee Company:** GOA-IDC has been allotted Dongri Tal – II (Phase –I) Coal Mine situated in the District Singrauli , State of Madhya Pradesh, India. The Coal mined from this Block, is for commercial use through GOA-IDC.

**Mining Company:** GOA-IDC envisages mining of coal from Dongri Tal – II (Phase –I) Coal Mine through an MDO and supplying of such mined coal to GOA-IDC on *exclusive basis*. MDO will also assist GOA-IDC for sale of coal pursuant to Clause 8 of “The **Allotment Agreement** by and between the Government of India and Goa Industrial Development Corporation in respect of Dongri Tal - II (Phase I) Coal Mine.”

Non adherence to afore mentioned para by the MDO shall be termed as a breach of contract and shall lead to its termination.

### 2.2 Legal Status of the MDO

2.2.1 GOA-IDC, as a lessee of Dongri Tal – II (Phase I) Coal Mine, under the Mining Lease, wishes to enter into Coal Mining Agreement with the Project Company formed by the Successful **Bidder** who has adequate financial strength and requisite technical experience in undertaking mining operations for the development and operation of the Site, as particularly described under Coal Mining Agreement.

2.2.2 GOA-IDC shall appoint agent and all other statutory manpower like Mine Manager, Safety Officer, Surveyor (head) and Blasting Overman / Foreman etc. as required by Law or as directed by Director General of Mines Safety (DGMS) and shall be responsible for communication with statutory authorities.

Notwithstanding anything stated above, the Mine Developer and Operator shall



also appoint all required manpower necessary to discharge its obligations under the Agreement for discharging all statutory duties. Any appointment made by the Mine Developer and Operator has to conform to the Applicable Laws including the qualification requirements set out under the Mines Act, 1952 and Coal Mine Regulation, 2017. The Mine Developer and Operator and its representative shall for the avoidance of doubt, assume all such obligations and responsibilities, including maintenance of all records, preparation and submission of periodic reports etc., under the Mines Act 1952 and statutes made there under as applicable and take all such other steps as may be necessary to comply with the Applicable Laws.

2.2.3 The MDO shall depute a competent person acceptable to GOA-IDC, that shall provide all assistance to the Agent of the Mine as appointed under the Mines Act 1952 and statutes made there under, as applicable. The deputed person shall assist the agent to discharge the duties in adherence to Mine regulation 2017 , Mines Act,1952 and statutes made there under as applicable and take all such other steps as may be necessary to comply with the Applicable Laws.

2.2.4 Mine Developer and Operator shall inform GOA-IDC by a written statement of all the manpower employed by it to perform the obligations under the Coal Mining Agreement including in respect of the management, control, supervision of the Site. Such statement shall also specify the responsibilities of such persons and the details of the matters in which they are authorised to act on behalf of the Mine Developer and Operator.

**2.3 Dongri Tal II (Phase I) Coal Block Mining Project Information**

SN	Particulars	Details
1.	<b>Coal Mine Allottee and its Registered Office</b>	Goa Industrial Development Corporation Managing Director, GOA-IDC Corporate Office: Plot No. 13A-2,EDC Complex, Patto Plaza , Panaji, Goa 403 401 Goa-IDC Phone : Phone : 91-832-2437470 to 73 Fax: (0832)2437478-79 E-mail : -goaidc1965@gmail.com
2.	<b>Location of the Coal mine</b>	The Dongri Tal- II (Phase- I) Coal block is located in the southern part of Main Basin of Singrauli Coal Fields .  Tehsil: Waidhan,

SN	Particulars	Details
		<p>District: Singrauli ;</p> <p>State: Madhya Pradesh</p> <p>The Block area is covered in Survey of India Toposheet No. 64 I/4 and 64 I/5</p> <p>It is bounded by following Co-ordinates</p> <p>Latitude 23°54'40" to 23°59'48"</p> <p>Longitude 82°15'24" to 82°18'47"</p>
3.	<b>Accessibility</b>	The Area is approachable by all-weather road from Sarai (30 Km), Sidhi (80Km) and Singrauli (65 Km). Block HQ Waidhan town (45 Km) is connected by a fair-weather road to Sidhi-Waidhan road via Parasia village. It is the nearest State Highway to the block.
4.	<b>Nearest Rail Head</b>	Nearest rail head is Gajra Bahara, a small railway station, 16 Km. away from the block, located on Katani –Chopan railway section.
5.	<b>Nearest Airport</b>	Varanasi, Uttar Pradesh
6.	<b>Topography</b>	The Dongri Tal (Phase-I) Coal Block exhibits gently undulating topography. The elevation of ground varies from 418 m. to 455 m above MSL. The area is mostly covered by soil.
7.	<b>Drainage of the area</b>	The Singrauli coalfield is located in the drainage area of Son & Riband rivers and their tributaries. Gopad river, which is a tributary of Son river, is located at about 2.5 kms west of the block. The westerly flowing Hurdul nala passes through northern part of phase-I block and ultimately drains into Gopad river. The H.F.L. of Hurdul nala has been recorded as 424.15m. at E4407.949m./ N11397.000m. where, the ground floor level is 420.32m. While Amra nala traverses from south-western part of the block.
8.	<b>Use of coal</b>	Commercial (Sale of Coal)

## 2.4 Technical Details of the Coal Mine (Refer Mine Plan and Mine Closure Plan)

SN	Particulars		Details
1.	Area of the Coal Mine		Dongri Tal- II (Phase I) 13.92 Sq. km (Forest area Nil)
2.	Exploration Status	No. of Boreholes	88
		Meterage Drilled	6508.20 m.
		Borehole Density	6.32 BH/sq. km
3.	Geology		Dongri Tal-II (Phase-I) Coal Block is located in the southern part of main basin of Singrauli Coalfields. The entire block is covered by sandy soil on plains of Barakar formation. The geological set up is thus evolved solely on the basis of subsurface data generated during exploration activities. The geological succession evolved on the basis of exploration data generated in the block is given in the Table Below
	Formation	Thickness (m)	Lithology
	Recent to sub-recent	1.00-9.00	Soil, alluvium
	Intrusives	15.00-31.86	Dolerite dyke
	Barakars	9.00-221.00	Fine, medium and coarse grained feldspathic, grey sandstone, micaceous and laminated at places. Grey shale, clay, intercalation of shale and sandstone and carbonaceous shales with coal seams
	Talchir	>8	Tillite, fine grained sandstone, siltstone, shale

	Pre- Cambrian	Not intersected	shale,Phyllites,quartzites,schists& gneisses	
4.	<b>Coal Seams</b>	<p>The exploration in Dongri Tal II (Phase -I) Coal Block has established existence of total eight(8) co-relatable Coal horizons viz. VIII, VII Top, VIII Middle, VII Bottom, VI, Local-II, V &amp; III. Out of these 5 Seams viz. Local-1, VI, Local-II, V &amp; III are thin and inconsistent and mostly not workable.</p> <p>Only Seam VIII and Seam VII Bottom are having workable thickness in almost entire area in Phase- I block hence, considered for mining.</p>		
5.	Sequence of Coal Seams in Dongri Tal II (Phase- I) Coal block			
	Seam	Depth of Occurrence (m)	Effective Thickness (m)	Parting with lower seam (m)
	VIII	24.13 -107.05	0.89 – 2.52	12.62 -31.17
	VII TOP	28.19-120.72	0.08 – 0.63	1.78 - 5.28
	VII MID	17.00-124.35	0.05 – 2.15	1.06 – 13.52
	VII BOT	11.15 – 126.87	0.56– 3.99	16.16 – 25.36
	VI	Impersistant, inconsistent and encountered only in a few boreholes drilled.	0.10 – 1.26	6.05 – 9.17
	Local II		0.20 – 0.23	27.59-37.68
	V		0.97-1.25	29.56 -47.42
	III		0.30	
6.	<b>Structure</b>	<p>The block is mostly covered with soil. Hence the structural interpretation is mainly based on the sub-surface data obtained during the course of exploration.</p> <p><b>Strike &amp; Dip</b></p> <p>The general strike of the coal seams is NE-SW in the major part of the block with northerly dip and is characterized by rolling dip. The general gradient of coal seam is in the range of 1 in 20 to (3°) to 1 in 55 (1°) in the major part of the block. However, local steepening to 1 in 10 (6°) gradient due to variation in parting between Seams VIII &amp; VIIB has been observed in the NW part (Seam-VIII) and NE part (Seam-VIIB) of the property.</p>		

		<p><b>Faults</b></p> <p>Total 9 nos. of Strike /oblique, normal faults with throw ranging from 2m. – 60 m have been interpreted in the entire Dongri Tal-II (Phase-I) Coal Block.</p>															
7.	<b>Coal Reserves</b>	<p>Out of 8 (eight) coal seams present in the block area, only 2 (two) seams, viz. Seam VIII and VII-Bottom have attained workable thickness in entire area of the block and hence their potentiality has been assessed. Both seams have quarriable potential.</p> <p>Seam-wise reserves have been given below;</p> <table border="1"> <thead> <tr> <th colspan="3">Dongri Tal- II (Phase I) Coal Block</th> </tr> <tr> <th>Seam</th> <th>Gross geological Reserves (MT)</th> <th>Net Extractable Reserves (MT)</th> </tr> </thead> <tbody> <tr> <td>Seam VIII</td> <td>11.445</td> <td>10.204</td> </tr> <tr> <td>Seam VII Bottom</td> <td>31.829</td> <td>27.782</td> </tr> <tr> <td>Total</td> <td>43.274</td> <td>37.986</td> </tr> </tbody> </table>	Dongri Tal- II (Phase I) Coal Block			Seam	Gross geological Reserves (MT)	Net Extractable Reserves (MT)	Seam VIII	11.445	10.204	Seam VII Bottom	31.829	27.782	Total	43.274	37.986
Dongri Tal- II (Phase I) Coal Block																	
Seam	Gross geological Reserves (MT)	Net Extractable Reserves (MT)															
Seam VIII	11.445	10.204															
Seam VII Bottom	31.829	27.782															
Total	43.274	37.986															
8.	Present Proposal	<p>GOA-IDC intends to commence Mining operation as per approved Mining Plan &amp; Mine closure plan (2.9 MTPA) for Dongri-Tal II (Phase I) Coal Mine, through MDO after obtaining all requisite statutory clearances, approvals, permissions, consents, NoCs etc. pertaining to Development &amp; Operation of Dongri-Tal II (Phase I) Coal Mine. The coal produced shall be used for commercial purposes and sold in market as per the guidelines given in Allotment agreement.</p>															
<p><b>Details of Dongri Tal II (Phase I) Coal Block as per Approved Mining Plan (2.9 MTPA)</b></p>																	
9.	<b>Block</b>	<b>Dongri-Tal II (Phase I) Coal Block</b>															
	<b>Gross Geologic al Reserve</b>	43.274 MT															

10.	Net Extractable Reserve	37.986 MT	
11.	Required OBR	597.41 MCum	
12.	Av. Stripping Ratio	15.73 Cum/ Tonne	
13.	Depth of Pit	125m ( maximum depth as per Approved Mine Plan) ,	
14.	Area of Excavation	1132.27 Ha	
15.	Peak Rated Capacity	2.9 MTPA would be achieved in 3 <sup>rd</sup> year of operation , excluding construction period	
16.	Coal Grade	B – D Grade, G-3 to G-8 , GCV 6454 – 5089 K Cal/Kg	
17.	Expected Life of Mine	21 years including the development Period of 4 years as per Approved Mining Plan	
18.	Land Required for mining project	1392 Ha	
19.	Land use pattern of the Lease area	Particular	Total (Ha)
		Mine Excavation	1132.27

		External Overburden	123.51
		Barrier along mine boundary	4.02
		Surface Infrastructure	20.23
		Colony and its related infrastructure	59.47
		Rationalization	52.50
		<b>Total</b>	<b>1392.00</b>
20.	<b>Villages falling in the allotted area</b>	4 villages viz. Bhaisanbuda, Dongri, Digwaha, Bazori are falling in the Dongri Tal-II ( Phase I) Coal block.	
21.	<b>Surface features over the Project Area</b>	<ul style="list-style-type: none"> <li>• Power / HT transmission line about 2.5 km in length needs diversion.</li> <li>• Amra Nala and Hardul Nala flow within block area, hence need diversion.</li> </ul>	

## 2.5 Status of approvals and clearances

The status of approvals/clearances obtained by Previous Allottee is as follows:

SR	Activity	Status
1.	Geological Report	Dongri Tal - II Phase – I Coal Block has been prepared.
2.	Mining Plan and Mine Closure Plan	Mining Plan and Mine Closure Plan for Dongri Tal – II (Phase –I ) coal block has been approved by Ministry of Coal, GoI vide letter no. J-13016/86/2006-CA-I dated 14 <sup>th</sup> July 2011 for 2.9 MTPA of peak production capacity
3.	Environmental	Environmental Clearance for the capacity of

SR	Activity	Status
	Clearance by MOEF &CC	2.9 MTPA of Dongri Tal - II (Phase I) Coal Block has been granted by MoEF & CC vide letter no. J-11015/61/2010-IA(M) II dated 22.02.2012 for 1392 Ha Geological Block area in favor of prior allottee M/s MPSMC Ltd.
4.	Forest Clearance	No forest area present within block area of Dongri Tal – II (Phase- I) Coal block.
5.	Mining Lease	Mining Lease has been obtained/ granted for Dongri Tal II (Phase I) Block 1136.29 Ha. Land by prior allottee M/s MPSMC Ltd.
6.	Consent to Establish (NOC) and Consent to Operate from SPCB and CGWA	Permission to establish for Dongri Tal II, Phase I (Open Cast Coal Mine Project ) has been granted by Madhya Pradesh Pollution Control Board vide its letter No. 7183/TS/Mine/MPPCB /2013 dated 01.10.2013.
7.	Opening Permission from DGMS	To be obtained
8.	Mine Opening Permission from Coal Controller	To be obtained
9.	NOC from Ground Water Authority	To be obtained
10.	Explosive License for storage and use of explosive and diesel	To be obtained
11.	Other Clearances, Permissions etc.	To be obtained
12.	Detailed Project Report on Proposed Railway	To be prepared



SR	Activity	Status
	Siding	

Transfer of the approvals/clearances in the name of the new owner i.e. GOA-IDC shall be the responsibility of the MDO. Further, the MDO will be responsible to get all remaining clearances/licenses/approvals/permissions/Consents required for the Project along with the follow up activities against the same and their renewal at its own cost.

## 2.6 Status of Land Acquisition

Sr. No.	Particular area	Land Requirement (Ha)	Acquired (Ha)	Balance to be Acquired (Ha)
<b>A)</b>	<b>Within Block Area</b>			
i)	Govt Land	941.81	Nil	941.81
ii)	Pvt. Land	450.19	12.26	437.93
iii)	Forest Land	Nil	Nil	Nil
	<b>Sub Total</b>	<b>1392</b>	<b>12.26</b>	<b>1379.74</b>
<b>B</b>	<b>Outside Block Area</b>			
i)	Govt Land	39.93	Nil	39.93
ii)	Pvt. Land	37.29	Nil	37.29
iii)	Forest Land	29.18	Nil	29.18
	<b>Sub Total</b>	<b>106.40</b>	<b>Nil</b>	<b>106.40</b>
<b>C</b>	<b>Total Land Area</b>			
i)	Govt Land	981.74	Nil	981.74
ii)	Pvt. Land	487.48	12.26	475.22
iii)	Forest Land	29.18	Nil	29.18
	<b>Total Land</b>	<b>1498.40</b>	<b>12.26</b>	<b>1486.14</b>

Out of the total 1392.00 Ha Block area, 1136.29 Ha area is Coal bearing. The Proposed forest land is outside of the Phase I block area.

## 2.7 Details of Villages falling within Dongri Tal (Phase I) Coal Block

	Village	No. of Houses	Project Affected Families (PAFs)	Project Affected Persons(PAPs)
1	Bazori	15	13	99
2	Dighwaha	63	98	389
3	Dongri	365	344	1959
4	Bhaisanbuda	57	137	337
<b>Total</b>		<b>500</b>	<b>592</b>	<b>2784</b>

*(Note: Geological report, Mining plan, Mine Closure Plan, Allotment Agreement along with other documents (Mine dossier) are provided along with RFP/ Bid document)*

## 2.8 Obtaining & Maintaining Approvals

The MDO shall, at its own cost, obtain and maintain throughout the term of the contract, all approvals, clearances, permissions, licenses etc. necessary to perform the work as per the CMA. MDO shall be responsible for adhering to all statutes and regulatory compliances pertaining to mine development including, but not limited to, the Mines Act 1952, Coal Mines Regulation 2017, Colliery Control Order, Mines & Minerals (Development & Regulation) Amendment Act 2015 and their amendments etc. GOA-IDC will only facilitate by submitting required applications.

## 2.9 Mining Technology

The mining technology proposed is as provided in the approved Mining Plan. The overburden is proposed to be removed by deploying Shovel-Dumper Mining Technology whereas Coal will be mined by deploying Surface Miner Technology. MDO shall endeavor to deploy State of Art Technology in compliance to the Mining Plan, to meet the requisite production targets. The MDO is advised to conduct its own due diligence to account for any deviations, and such deviations, if any, should get approved by GOA-IDC & statutory authorities such as MOC, DGMS, MOEF&CC, etc. as the case may be. The deviation(s) will be effective only after obtaining such approvals in writing.

## **2.10 Removal of overburden / inter-burden & extraction of Coal from Coal seams**

The MDO shall be responsible for extraction of coal and removal of overburden including inter-burden in the specified quantities as per the Annual Production Plan as indicated in Approved Mining Plan or as mutually agreed by the parties. It shall be the sole responsibility of the MDO to carry out the mining operations in a scientific manner, maintaining the prescribed mine geometry and bench profile at all times during the life of the mine/contract period.

## **2.11 Drilling ,Blasting & Explosives related practices**

MDO shall be responsible for drilling & blasting under statutory supervision of GOA-IDC. Explosives and blasting accessories will be purchased,stored and used by MDO at its own cost.

Drilling & blasting is envisaged for both OB and coal production. It is envisaged that the MDO shall use site mixed slurry or Site mix emulsion for blasting. This will not only improve the blasting efficiency but also will reduce the size of magazine, manpower requirement and significantly control pilferage. The MDO shall take all necessary precautions to reduce and arrest noise, dust and fly rocks produced by the drilling and blasting operations.

Further, The MDO shall be completely responsible for the construction of magazines, procurement, transportation, storage and use of explosives and associated drilling & blasting accessories as per norms and design of Indian Explosive Rules, Explosives & Blasting Norms of DGMS, Explosives Act 1884, Explosives Rules, 2008, Ammonium Nitrate Rules, 2012 and Guidelines from Petroleum and Explosives Safety Organisation (PESO).

The MDO must ensure that the blasting norms of the DGMS are strictly followed and it will be held responsible for any such failure to do so during the mining operations. Blasting of main hard OB shall be done to achieve optimum fragmentation. Temporary storage of explosive, transport of explosive to the blasting site and blasting of blast holes should be done as per statutes and DGMS's directives. Further, MDO shall undertake all efforts required to procure the necessary approvals for, transportation and storage of explosives.

MDO shall be responsible for obtaining explosive license required for drilling and blasting operations at its own cost.

The MDO shall at all times deploy adequate trained supervision personnel for carrying out the drilling & blasting operations

## 2.12 Coal Handling, Transportation and Coal Evacuation Arrangement

As per the Mining Plan, 12.0 cum Hyd. Shovel in combination with 120T Dumper will be deployed for Overburden removal operation. Surface miners in combination with 4.5 cum. Front end loader and 35T dump truck will be deployed for the purpose of excavation of Coal. Coal excavated through surface miners shall not require any further crushing and MDO shall Deliver Coal of size (-)100 mm. But coal extracted at the edge and end of the coal benches may not be of 100 mm size .So, it is proposed to have one feeder breaker. Rear dumper will discharge ROM coal to discharge hopper of feeder breaker. Final product of feeder breaker will be of -100 mm size. Crushed coal of -100 mm coal will be transported to CHP through belt conveyor. The handling capacity of the CHP should match with the production capacity of the mine. The design capacity of CHP has been kept at 800 TPH (as per approved Mining Plan).

During the initial period of 2-3 years of mining operation, entire Coal produced will be transported by road from the Coal Stockyard to the proposed Gajara Bahara Railway Siding (Approx. 18 km). Subsequently, on construction of the Railway line and Railway Siding at Dongri Tal II (Phase – I) block, coal will be loaded by rapid loading Silo of 3000 Tonnes capacity (as per Environment Clearance obtained by Previous Allottee M/s MPSCMC) into the railway wagons at Dongri Tal II (Phase – I) Railway siding for further transportation of Coal up to the Destination Point.

For this purpose, MDO shall finance, design, construct, operate and maintain all the facilities of CHP. This shall include the preparatory works for CHP construction like site levelling, terracing etc., deployment of equipment for CHP incl. conveyors, stacker, reclaimers, trucks etc., carrying out detail engineering, erection and commissioning of CHP including stacker reclaimers, truck unloading hoppers, stockpile, conveyors & rapid loading silos, transfer houses, structures, fire fighting system, pump house and other ancillary facilities etc.

MDO shall be responsible to transport Coal from Coal Stockyard / CHP to Gajra Bahara Railway Station Siding / Ex-Mine Railway Siding. In the event Railway line from Gajara Bahara to Dongri Tal Railway Siding does not get commissioned, the Coal from Coal Stockyard / CHP shall continue to be transported to Gajra Bahara Railway Station Siding. The Surface Transportation Charge for delivery of coal upto Gajara Bahara Railway Siding shall be borne by MDO initially. GOA-IDC will charge the same to the coal consumer as per prevalent rates of NCL / CIL, which shall be reimbursed to MDO from the Escrow Account after realization of payments from coal consumers.

Mine Developer and Operator shall construct/provide 1 (one) rapid loading Silo of capacity 3000 tonnes (as per Environment Clearance obtained by previous allottee M/s MPSCMC) and in-motion weighbridge at railway corridor for the purpose of rapid loading of the railway wagons and the weighment of Coal despatched.

Further, in the event the railway infrastructures (Gajara Bahara Railway Station Siding, Rail Line and Ex. Mine Railway Siding) does not get commissioned for the reasons not attributable to MDO, Coal from the Coal Stockyard shall be transported by the respective Coal Customers through road upto their **Destination Points** at their own risk and costs.

The indenting of railway wagons will be done by the respective Coal Customers . Further, the placement of rakes and liasoning with railways shall be the responsibility of the respective Coal customers. Payment of railway freight shall be directly made by the respective Coal Consumers/ Buyers to the railways. However, penalty against under loading, overloading and demurrages at loading end shall be paid by Mine Developer and Operator and the same shall be deducted from the invoices raised by MDO on GOA-IDC immediately after such penalty is paid by GOA-IDC.

### 2.13 Railway Siding

The MDO shall prepare a detailed plan, design and project report for construction and operation of Railway line from Gajra Bahara Railway Station to the mine and procure necessary approvals as may be necessary under Applicable Laws for the setting up and operating such railway siding. GOA-IDC shall enter into the Railway Siding Agreement with the Indian Railways as per the standard format of such agreement issued by Indian Railways.

The MDO shall be responsible to construct, operate and maintain the Gajra Bahara Railway Station Siding and Ex-Mine Railway Siding in accordance with the Railway Siding Agreement entered for this Coal Mining Project. Gajra Bahara is the nearest existing railway station to the Mine. Cost of land for the Railway line & Sidings and related statutory costs shall be borne by the MDO. Operation and Maintenance of railway sidings & all associated costs, shall also be borne by the MDO and shall be deemed to have been included in the **Composite Mining Fee**.

While Goa IDC will enter into the agreement it shall be the responsibility of the MDO to facilitate signing and operationalization of such agreement by, at its own cost, conducting the necessary studies, seeking necessary clearances/permissions, liaising with State and Central authorities and completing all works relating to the Railway Siding as envisaged in the Railway siding Agreement

Further, the MDO shall also assist the Goa IDC in identifying other potential users for the siding facility and assisting Goa IDC in co-ordinating with them for sharing of costs of the siding facility

**2.14** The cost of construction of Railway Line and Railway Sidings are included in the Pre - Development Expenses that shall be reimbursed by GOA-IDC to the MDO, along with every payment of Composite Mining Fee. The maximum permissible reimbursement of Pre-Development Expenses shall be a cumulative sum of INR 710 Crores for this Agreement and shall be reimbursed from the Net Sales Proceeds at Rs.257 per tonne of coal for a period of 11 years from COD, until full recovery of the actual Pre -Development Expenses, subject to the maximum cumulative sum of INR 710 Crores. GOA-IDC at its discretion, reserves the right for pre-payment (partial or full) of Pre-Development Expenses at a rate decided by it that is higher Rs. 257 per tonne of coal for a particular period that it may choose. For the purpose of avoidance of doubt, it is clarified that in case of a limitation on the Net Sales Proceeds from the sale proceeds of any auctioned lot(s) available with GOA-IDC for the reimbursement of Pre-Development Expenses, the reimbursement of Pre-Development Expenses for such auctioned lot(s), shall be limited to the net sum available with GOA-IDC after deduction of other statutory payments, lease rentals, if any, and salary commitments of GOA-IDC.

**2.15 Land Acquisition and Rehabilitation and Resettlement (R&R)**

The Mine Developer and Operator shall be responsible for all the activities towards land acquisition for mining and its ancillary activities, and also for R&R site, R&R of the PDFs/ PAPs as per the approved R&R plan of the State/Central Government or as settled with the land owners. All notifications with respect to applicable Land Acquisition Act(s) shall be in the name of GOA-IDC and GOA-IDC shall be the owner/lessee in respect of the entire land acquired for the Project. GOA-IDC shall only assist the Mine Developer and Operator in applying for such notifications. The Mine Developer and Operator, on behalf of GOA-IDC , shall acquire all the Private, Government and Forest land free from any encumbrances for Mining and other purposes including land required for Coal evacuation, external dumps, R&R Colony, identified area for the purposes like compensatory afforestation etc., internal approach road from state highway to Mine entry, land for Coal evacuation, including the land/right of way for setting up the conveying system and other purposes as and when required, and other infrastructural facilities including land required for the proposed Railway Siding at Gajara Behara Railway Station and Ex- Mine Railway Siding.

Mine Developer and Operator shall be responsible for liasoning, coordination and follow up with concerned authorities for obtaining all pending clearances, NoCs, approvals etc. including those which shall be required in the future. Mine Developer and Operator shall be responsible for obtaining physical possession of land free from any encumbrance and encroachment for mining activities and other purposes.

Mine Developer and Operator shall ensure physical possession of land in

compliance to the Efficiency Parameters as per the Allotment Agreement. The above shall include activities such as assistance in valuation of assets on land, negotiations/interactions with PAFs/PAPs, squatters/forest dwellers etc.

The Documented cost of (Land Acquisition, R &R) are included in the Pre - Development Expenses. The Pre - Development Expenses that shall be reimbursed by GOA-IDC to the MDO, along with every payment of Composite Mining Fee. The maximum permissible reimbursement of Pre-Development Expenses shall be a cumulative sum of INR 710 Crores for this Agreement and shall be reimbursed from the Net Sales Proceeds at Rs.257 per tonne of coal for a period of 11 years from COD, until full recovery of the actual Pre -Development Expenses, subject to the maximum cumulative sum of INR 710 Crores. GOA-IDC at its discretion, reserves the right for pre-payment (partial or full) of Pre-Development Expenses at a rate decided by GOA-IDC that is higher than Rs. 257 per tonne of coal for a particular period that it may choose. For the purpose of avoidance of doubt, it is clarified that in case balance left in escrow A/c from Net Sale Proceeds is less than the amount to be reimbursed, then the reimbursement of Pre-Development Expenses from Net Sale Proceeds shall be limited to the balance left in Escrow A/c after deduction of other statutory payments, lease rentals (if any) and salary commitments of GOA-IDC for this project.

However, all other expenses towards the land acquisition and R & R activities not included in Documented Cost shall be borne by the MDO. The MDO shall undertake all R&R activities including construction of R&R Township, Infrastructure Facilities at R&R site, employment of PAFs/ PDPs as per their eligibility and qualification, skill development and training at its own cost

Further, the R&R policy shall be followed by the MDO in such a manner that it does not contradict Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RFCTLARR, 2013) and policy of Government of Madhya Pradesh (including the amendments made to it from time to time). MDO shall be responsible for making payments of Documented Costs of compensations as per approved R&R Policy/Scheme. The Documented Cost of land for R&R as decided by the Govt. Revenue Authority will be deposited by MDO on behalf of GOA-IDC, directly with the appropriate Govt. Authorities.

GOA-IDC shall provide only the necessary and reasonable assistance to the MDO in the process of Land Acquisition and Rehabilitation and Resettlement (R&R) and MDO shall update, appraise and obtain approval of GOA-IDC (as and when required) in respect of its obligation towards Land Acquisition and Rehabilitation and Resettlement activities under its monthly reporting obligations. GOA-IDC shall deploy its officials to oversee and review the said activities who may issue directions to the MDO for compliance and such directions/directives shall be binding on the MDO.

## **2.16 MDO Responsible for Mine Closure:**

MDO shall at its own cost, be responsible to carry out progressive & final mine closure activities of the project as per the approved Mine Closure Plan for which the MDO has to initiate action as per the MoC guidelines/ instructions issued by the concerned authority(ies) appointed for the purpose. MDO shall also ensure strict compliance with the provisions of any new law, regulation, rule, notification, policy or any order by any Authority or any amendment in any existing law, regulation, rule, policy etc. in regard to the closure of the Mine. All expenditure for Mine Closure activities (Progressive and Final) shall be borne by MDO. Maintenance of Mine Closure Escrow Account including the periodic deposit of the funds in the Mine Closure Escrow Account shall be done by the MDO. On periodic completion of mine closure activities, MDO shall assist GOA-IDC in submission of claims to Ministry of Coal (MoC) / Coal Controller Organization. GOA-IDC shall submit the claims in the prescribed format to the Ministry of Coal (MoC) / Coal Controller Organization. and upon receipt of the claimed amount, GOA\_IDC will reimburse the same to MDO.

In case MDO fails to make the timely payments towards the Mine Closure Escrow Account, the same shall be recovered by GOA-IDC against the invoices payable by it to the MDO or by appropriating the Performance Security of the MDO in terms of Article 9 of the Coal Mining Agreement and the amount will be deposited in Mine Closure Escrow Account

On successful closure of mine, balance left in Mine Closure Escrow Account shall be returned to MDO subject to approval from CCO/MOC.

## **2.17 MDO responsible for Corporate Social Responsibility (CSR)**

The MDO shall be responsible at its own cost, for fulfilment of obligations or otherwise in respect of CSR activities as per relevant CSR policies / Guidelines / Prevalent Practices in the neighbourhood.

## **2.18 MDO responsible for Production Support Studies**

Mine Developer and Operator shall be responsible for the production support, blasting and other relevant studies such as Hydro-geological studies, Slope Stability Studies etc. required for safe mining operations, as per the statutes or otherwise, at its own cost.

Detailed obligations of Mine Developer and Operator is given in Schedule P of Coal Mining Agreement.

## **2.19 MDO responsible for Mine Infrastructure and Workshop Facilities**

The MDO shall design and construct the following facilities for the maintenance of



HEMMs and other Plant & Machinery and to accommodate the employees of the mine:

- i) Workshop with different sections for maintenance of different types of equipment, tyres, electrical items, batteries and spare parts
- ii) Coal handling plant with crushers and feeder breakers of suitable capacity
- iii) Store depot
- iv) Explosive magazine
- v) Administrative office
- vi) Bachelor's accommodation
- vii) Survey office equipped with suitable survey equipment
- viii) Rest shelter
- ix) Vocational training center
- x) Analysis lab and Quality Control (QC) office
- xi) Environmental lab
- xii) Boundary wall or fencing, as required
- xiii) Restroom / washroom
- xiv) Canteen
- xv) Creche
- xvi) Electronic weighbridges (at the mine and at the railway siding, as required)
- xvii) Time office for recording entry and exit of tipper trucks
- xviii) Township consisting of basic residential and civic amenities and infrastructure; the MDO shall also bear the cost of land required for construction of township  
Guest house Adequate drinking water facilities and infrastructure, including pipelines and Associated works
- xix) Effluent treatment plant
- xx) Settling pond
- xxi) Primary health center with adequate facilities and staff for carrying out periodic medical examinations
- xxii) First aid and medical center
- xxiii) Power sub station
- xxiv) Pump house
- xxv) HSD oil dispensing units
- xxvi) Any other statutory infrastructure

All above works shall be carried out by MDO on its own cost

## **2.20 MDO responsible for other infrastructures including Civil Works**

The MDO shall construct various civil works required for the mine such as the following:

- i. Roads and culverts as required
- ii. Diversion of existing roads within the project area and construction of connecting roads and haul roads in Dongri Tal-II (Phase-I) Coal Block as per approved mine plan
- iii. Water treatment and sewerage treatment plant of adequate capacity
- iv. Township and Guest house
- v. Approach roads to the mine and access roads within the mine area
- vi. Appropriately sized and furnished office space and guest house for GOA IDC for better coordination between the MDO and Goa IDC
- vii. Settling tanks for effluent treatment and
- viii. Strengthening, widening of connecting roads from the mine to the railway siding.
- ix. Any other miscellaneous civil works required for the operation of the mine and as recommended in the approved mining plan.

All above works shall be carried out by MDO on its own cost

## **2.21 MDO responsible for Power Supply, Illumination & Communication**

The MDO shall make necessary arrangements for power supply to the mine, under supervision of the Local office of State Electricity Distribution Company, including civil works related to construction of the sub-station, procurement, operation and maintenance of breaker panels, switchgear and associated electrical equipment for meeting the electrical power requirement of the mine.

The MDO shall obtain necessary permissions / license from the Local office of State Electricity Distribution Company

132/33 KV Substation has been constructed by MPPTCL near the south eastern boundary of the Dongri Tal -II (Phase-I) coal block. The Substation receives the power supply from Amar Kantak-Morwa line. The power Supply for the project can be drawn from this Substation.

The cost of extending the power connection to the project shall be borne by the MDO. GOA-IDC shall facilitate in case any introductory letter or application is to be made to MPPTCL for the same.

MDO shall submit necessary application for connectivity through dedicated line, to the Local office of State Electricity Distribution Company for obtaining permission for connectivity to the project site including approvals from Electrical Inspector. All expenditures including the fees payable to the authorities shall be borne by MDO.

The costs related to distribution of proposed power supply of 5 MVA or higher within the project including the township, workshop, mine etc. shall be borne by the MDO. The MDO shall accordingly make necessary arrangements to distribute the power supply from main receiving sub-station to various parts of the township, workshop and mine.

The MDO shall also make adequate arrangement for the backup power through diesel generator sets. The MDO shall be responsible for operation and maintenance of diesel generator set including arrangement of diesel and any capital replacement of DG set, if required.

No claim on GOA-IDC is admissible in case of non-availability of power supply.

The power supply arrangement and power distribution arrangement shall be substantially in accordance with the approved Mining Plan.

The MDO shall arrange for adequate quarry illumination, illumination of the haul roads, illumination of the dump areas and the coal stockyards etc. and other illumination for their own use.

For construction power supply, MDO has to seek permission from distribution licensee on behalf of GOA-IDC and any extension from the grid is to be constructed by the MDO including installation of transformer, if any, and the required substation in the mine area is to be finalized with discussions with GOA-IDC. Distribution of other lines inside the mine is to be executed by the MDO. All cost for construction power supply is to be borne by the MDO.

## **2.22 MDO responsible for Diversion of Nallas and High tension lines**

MDO shall carry out the diversion/rerouting of Nalla, High Tension Lines and any other obstructing infrastructures/ utilities/ roads present on the block area including construction of embankment at its own expenses as per convenience of the utilities concerned.

The cost for Diversion of Nallas and High tension lines are included in Pre - Development Expenses. the Pre - Development Expenses that shall be reimbursed by GOA-IDC to the MDO, along with every payment of Composite Mining Fee.

The maximum permissible reimbursement of Pre-Development Expenses shall be a cumulative sum of INR 710 Crores for this Agreement and shall be reimbursed from the Net Sales Proceeds at Rs.257 per tonne of coal for a period of 11 years from COD, until full recovery of the actual Pre –Development Expenses, subject to the maximum cumulative sum of INR 710 Crores. GOA-IDC at its discretion, reserves the right for pre-payment (partial or full) of Pre-Development Expenses at a rate decided by GOA-IDC that is higher than Rs. 257 per tonne of coal for a particular period that it may choose. For the purpose of avoidance of doubt, it is clarified that in case balance left in escrow A/c from Net Sale Proceeds is less than the amount to be reimbursed, then the reimbursement of Pre-Development Expenses from Net Sale Proceeds shall be limited to the balance left in Escrow A/c after deduction of other statutory payments, lease rentals ( if any) and salary commitments of GOA-IDC for this project.

## 2.23 MDO obligation towards payment of Upfront Amount and Fixed Amount

### 1. First Instalment of 50% Upfront Amount plus Fixed Payment:

The first instalment of fifty percent (50%) of the **Upfront Amount** equal to INR 9,07,42,498/- (Indian Rupees Nine Crore Seven Lakh Forty two Thousand Four Hundred Ninety only) AND **Fixed Amount** equal to INR 14,41,24,104/- (Indian Rupees Fourteen Crore Fourty one Lakh Twenty-four Thousand One Hundred Four only) shall be deposited by MDO in the **Designated Bank Account** of GOA-IDC through DD/RTGS/NEFT/wire transfer within 15 Business Days from signing of CMA.

### 2. Second Instalment of 25% Upfront Amount :

The second instalment of twenty five percent (25%)of the **Upfront Amount** being an amount equal to INR 4,53,71,249/- (Indian Rupees Four Crore Fifty-three Lakh Twenty Thousand Two Hundred Forty-nine only-) shall be deposited by MDO in the **Designated Bank Account** of GOA-IDC through DD/RTGS/NEFT/wire transfer within 7 **Business Days** from the date of notification under section of 11(1) of CBA Act, 1957 or prior to expiry of 7 **Business Days** from the date of execution of the Mining Lease by the State Government of Madhya Pradesh.

### 3. Third Instalment of 25% Upfront Amount :

The third instalment of twenty five percent (25%) of the **Upfront Amount** being an amount equal to INR 4,53,71,249/- (Indian Rupees Four Crore Fifty-three Lakh Twenty Thousand Two Hundred Forty-nine only-), shall be deposited by MDO in the **Designated Bank Account** of GOA-IDC through DD/RTGS/NEFT/wire transfer within 7 **Business Days** from the date of grant of mine opening permission from the Coal Controller Organization.

The Upfront Amount and Fixed Amount are included in the **Pre - Development Expenses** incurred by the MDO. the Pre - Development Expenses that shall be reimbursed by GOA-IDC to the MDO, along with every payment of Composite Mining Fee. The maximum permissible reimbursement of Pre-Development Expenses shall be a cumulative sum of INR 710 Crores for this Agreement and shall be reimbursed from the Net Sales Proceeds at Rs.257 per tonne of coal for a period of 11 years from COD, until full recovery of the actual Pre -Development Expenses, subject to the maximum cumulative sum of INR 710 Crores. GOA-IDC at its discretion, reserves the right for pre-payment (partial or full) of Pre-Development Expenses at a rate decided by GOA-IDC that is higher than Rs. 257 per tonne of coal for a particular period that it may choose. For the purpose of avoidance of doubt, it is clarified that in case balance left in escrow A/c from Net Sale Proceeds is less than the amount to be reimbursed, then the reimbursement of Pre-Development Expenses from Net Sale Proceeds shall be limited to the balance left in Escrow A/c after deduction of other statutory payments, lease rentals (if any) and salary commitments of GOA-IDC for this project. .

## 2.24 Marketing of Coal

The Dongri Tal -II (Phase-I) Coal block has been allotted by the Ministry of Coal, Government of India for commercial mining to GOA-IDC. As per the terms of the Allotment Agreement, at least 25 % (i.e, 25 % of the coal production from the coal mine on ROM basis) of the coal produced from the mine in a financial year is to be sold to the MSME sectors and balance coal to other buyers (i.e. Regulated sectors and Non-regulated Sectors) on Pan-India basis. In case, GOA-IDC is unable to sell 25% of the coal produced to the MSME sector in M.P State in any financial year, the unsold quantity may be offered to MSME buyers of other states in the first quarter of the next financial year. In case there is still any unsold coal to MSME sector in the first quarter of the next financial year, it may be offered to buyers in any sector/ segment from the subsequent quarter. The sale of coal through Coal Supply Agreements (CSA) or through Spot Sale shall be through a transparent e-auction process.

2.24.1 The MDO shall assist GOA-IDC in the marketing of the coal so as to achieve the maximum sale price against each auction. The final sale price achieved against the e-auctions will essentially depend on the value created by the MDO for ensuring the following:

- (a) Consistent quality of coal without any grade slippage and representing GOA- IDC in dealing with customers' complaints;
- (b) Ensuring availability of coal in an uninterrupted manner as per the Coal Supply Agreements with the customers; and

- (c) Ease of doing business with GOA-IDC and assist GOA-IDC in the various activities related to the marketing of coal such as ;
- (d) Identification of customers and regular preparation of customer lists,
- (e) Assisting customers in registering with Goa-IDC on the auction platform,
- (f) Organizing and conducting promotional activities to create awareness and demand for the coal,
- (g) Ensuring customer services and regular interaction,
- (h) Following up on payments (in case of credit sales) and tracking of accounts receivables,
- (i) Logistics management and reconciliation of quality and quantity of coal and resolution of disputes with customers regarding the same, as and when required.

However, no separate payment shall be made by GOA-IDC to the MDO for the assistance related to the marketing of coal.

2.24.2 GOA-IDC shall be responsible for the following activities related to the marketing of coal.

- (a) Determination of the base price. For the purpose of determination of auction price, may be a function of production cost, demand, supply scenario and other commercial considerations;
- (b) Conducting the coal auction process
- (c) Approval of registration of customers
- (d) Contracting, accounting, invoicing and order generation

## **2.25 Payment Mechanism**

2.25.1 Gross Sale Proceeds shall be deposited in the **Escrow Account** to be opened with a nationalized / scheduled commercial bank in India jointly by GOA-IDC and the MDO.

2.25.2 The MDO shall submit its invoice to GOA-IDC on a monthly basis for payment of the **Composite Mining Fee**.

2.25.3 **Composite Mining Fee** shall be paid from the Escrow Account within a period of 30 (thirty) working days of the receipt of the invoice.

2.25.4 The priority of payments from the **Escrow Account** shall be as follows:

- i. **“Statutory Payments”** including the **“Reserve Price”** which are due to the relevant Government authorities – to be paid within the prescribed time limits from the **“Gross Sale Proceeds”**.
- ii. **“Surface Transportation Charge”**(if any) of coal payable to MDO as ascribed in clause 2.25 of Bid Document and relevant clause of CMA- to be transferred on monthly basis from the **“Gross Sale Proceeds”**.
- iii. Fees of Independent Engineer as per clause no. 7.19 from the **“Net Sale Proceeds”**
- iv. **“Composite Mining Fee”** after deduction of Penalties, damages payable (if any) and MDO’s share for fees of Independent Engineer as per clause no. 7.19 shall be payable to MDO – to be transferred on monthly basis from the **“Net Sale Proceeds”**
- v. **“Pre - Development Expenses** will be reimbursed from the Escrow Account The maximum permissible reimbursement of Pre-Development Expenses shall be a cumulative sum of INR 710 Crores for this Agreement and shall be reimbursed from the Net Sales Proceeds at Rs.257 per tonne of coal for a period of 11 years from COD, until full recovery of the actual Pre – Development Expenses, subject to the maximum cumulative sum of INR 710 Crores. GOA-IDC at its discretion, reserves the right for pre-payment (partial or full) of Pre-Development Expenses at a rate decided by GOA-IDC that is higher than Rs. 257 per tonne of coal for a particular period that it may choose. For the purpose of avoidance of doubt, it is clarified that in case balance left in escrow A/c from Net Sale Proceeds is less than the amount to be reimbursed, then the reimbursement of Pre-Development Expenses from Net Sale Proceeds shall be limited to the balance left in Escrow A/c after deduction of other statutory payments, lease rentals ( if any) and salary commitments of GOA-IDC for this project. .
- vi. Balance to be transferred to GOA-IDC ( Gross Sale Proceeds less amount paid as per above items from (i) to (iv) )

2.25.5 The Escrow Account shall be set-up in such a way that all payments except **“Statutory Payment”** and Balance to be transferred to GOA-IDC shall require joint signature of GOA-IDC & MDO. (for the avoidance of doubt, Balance to be transferred to GOA-IDC shall be the residual amount left after Statutory Dues, Surface Transportation Charge, Fees of Independent Engineer, Composite Mining

Fee, and installment of Pre Development Expenses and lease rentals if any that are due have been paid)

- 2.25.6 Any interest income earned on the deposit in the escrow account shall remain with GOA-IDC and any service charges (and associated taxes) for maintenance of the Escrow Account shall be borne by MDO.

## **2.26 MDO responsible for loading and transportation of coal**

The Mine Developer and Operator shall supply Coal on exclusive basis to GOA-IDC or its authorized representative, of the desired Quality. Cost of the loading of coal in to wagons and/or Trucks shall be borne by the MDO. However, the Railway freight charges and the Unloading charges at the **Destination Point(s)** will be borne by the Coal Consumers and Railway freight charges shall be directly paid to the concerned railways.

In case of delay in commissioning of Ex. Mine Railway Siding, MDO shall be responsible for surface transportation of coal from the Coal Stock yard to Gajara Behra Railway Station Siding. However, the **Surface Transportation Charge** shall be charged to Coal Consumer as per the prevailing prices as notified by NCL / CIL, which shall be reimbursed to MDO from the **Escrow Account** after realization of payments from the Coal Consumer.

## **2.27 GOA-IDC's Obligations**

### **a) Obligations Related to Support & Assistance to MDO:**

The GOA-IDC shall assist the MDO on best effort basis in:

- 1) Obtaining all required clearances, approvals and permissions only by facilitating submission of required applications to the concerned authorities on submission of the same by the MDO to Goa-IDC.
- 2) Procuring access to the Site;
- 3) Getting approvals for connectivity to the rail network, road network and bringing power upto Main Receiving Station within block and approvals from electricity grid in accordance with the provisions of CMA on a best effort basis;
- 4) Deputing its representatives for participation in public hearings for the purposes of procuring environmental and forest clearance in accordance with Applicable Laws;
- 5) Procuring issuance of notification for land acquisition for the Project under Section 11 of Coal Bearing Areas (Acquisition & Development) Act, 1957 or Section 11 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any other statute,



as applicable, in accordance with the provisions of the Coal Mining Agreement;

- 6) Obtaining access to necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Mine Developer and Operator than those generally available to commercial customers receiving substantially equivalent services;
- 7) Support, co-operate with and facilitate the Mine Developer and Operator in the implementation and operation of the Project in accordance with and subject to the provisions of CMA.

However, no financial assistance, whatsoever, shall be provided by GOA-IDC.

**b) Obligations Related to Land Acquisition, Rehabilitation and Resettlement (R&R)**

GOA-IDC shall provide only the necessary assistance to Mine Developer and Operator in acquisition of the land and take physical possession of the total land to be acquired for the project and in the process of Rehabilitation and Resettlement (R&R) of the PAFs/ PAPs. However, the land shall be acquired by the Mine Developer and Operator in the name of the GOA-IDC and the GOA-IDC shall be the owner/lessee in respect of the land acquired for the Project.

**c) Obligations Related to Maintaining of Approvals**

The GOA-IDC shall provide necessary assistance to Mine Developer and Operator in obtaining/transfer of approvals including, but not limited to the Environmental and Forestry Clearances, approval for opening of the Mine and all other licenses, permits, consents and permissions for the lawful operation of the Mine maintained throughout the contract period. However, the responsibility of obtaining and maintenance of approvals shall lie with the Mine Developer and Operator in accordance with CMA at its own expenses.

**d) Obligations Related to Appointment of GOA-IDC's Representative**

GOA-IDC shall appoint a Representative for the purposes of facilitation of communications and responsiveness on behalf of the GOA-IDC for any queries, discussions and any other relevant inquiries.

**e) Obligations Related to Supervision**

GOA-IDC shall provide necessary Statutory Personnel in the Coal Mine as required as per Mines Act, 1952 and other Statutes, various Rules, Regulations, guidelines issued thereunder from time to time. However, the Mine Developer and Operator shall maintain its own organizational setup to ensure adequate

supervision and control of all activities entrusted to it under the prescribed scope of work.

Notwithstanding the appointment of Statutory Personnel by the GOA-IDC, the Mine Developer and Operator and its personnel shall continue to be responsible and liable for compliance with Applicable Laws and the Coal Mining Agreement.

**f) Obligation related to provide financial assistance**

GOA-IDC shall not be obligated to provide any financial assistance, funding, share in funding capital, equipment, facilities or support services & guaranties except as expressly provided for in CMA and this Bid Document.

**g) Obligations Related to unloading of coal at the Destination Point**

Coal Consumers / Buyers shall be responsible for unloading of coal from wagons / trucks / tippers at their destination point. Coal evacuation charges and demurrages if any at the destination point, in case of coal transported through railways, will be borne by the Coal consumers/ buyers.

Detailed obligations of GOA-IDC is given in schedule P of draft Coal Mining Agreement.

**h) Obligation related to providing explosives to MDO**

GOA-IDC shall facilitate only on a best effort basis in procurement of Explosives and blasting accessories. MDO will be responsible for procurement and use of explosives. Cost of procurement will be borne by the MDO.

**2.28 Objective of the exercise/assignment**

GOA-IDC proposes to develop the Dongri Tal – II Phase – I Coal Mine by a reputed company with experience in the coal mining which will be appointed as Mine Developer and Operator. The MDO shall plan, design, engineer, finance, construct, develop, operate and maintain the Dongri Tal – II (Phase -I) Coal Mine, and shall carry out all works incidental to mining, development of services and infrastructure facilities required for mine operation, construction of Railway line and Railway Sidings, Diversion of Nallas and HT lines falling within the project , carry out land acquisition and R&R ,all works incidental to mining, CHP, operate & maintain coal conveying system including the conveyor system and loading of coal into the railway wagons and delivering the same up to the Delivery Point. Thus, GOA-IDC has proposed to appoint the MDO through Auction Process.

### 3. Description of the Selection Process/Bid Instruction to the Bidder

#### 3.1 Bidding Process

Bids are invited on 'Single Stage Three Parts' Bidding basis adopting

E-tendering followed by Reverse Auction in the following manner:

- 1) **Part I:** Responsive Check Documents (*Both in Online Mode and Physical Copies*)
- 2) **Part II:** Qualification Proposals (*Online Mode Only*)
- 3) **Part III:** Financial proposal (IPO) (*Online Mode Only*)

The Bidding process shall be conducted in the following steps:

#### 3.2 Issue of Bid Document

- a) Bidder shall download the Bid Document and promptly upon receipt of Bid Document, the Bidder shall fully satisfy itself that Bid Document is complete in all respects. Notice of any discrepancy shall be given to GOA-IDC immediately. The Bidder shall confirm that the Bid Documents are complete in all respects. In the event that the Bid Documents or any part thereof is mutilated or missing, the Bidder must notify GOA-IDC immediately.
- b) If no intimation is received by GOA-IDC within seven (7) days from the date of downloading of the Bid Document by a bidder, it shall be considered that the Bid Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied.
- c) No extension of time shall be granted to any Bidder for submission of its Proposals on the grounds that the Bidder did not obtain a complete set of the Bid Document.
- d) Failure to furnish all information required as per the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of its Bid.
- e) Prior to the detailed evaluation, GOA-IDC will initially determine whether each Techno-Commercial Proposal is of acceptable quality, is generally complete and is **Substantially Responsive Proposal** to the Bid documents.

#### 3.3 Bidder's site visit

Notwithstanding the information provided in the Bid Document, the Bidders on Prior intimation to GOA-IDC, are advised to visit the mine site & its surroundings on its own responsibility & at its own cost, to gather necessary information about the site conditions that may be necessary for preparing the Proposals and entering

into Coal Mining Agreement. The Bidder shall, on its own, carry out support studies with respect to setting up of the proposed conveying system and also for construction of the Railway line from Gajara Bahara Railway Station to Dongri Tal II Coal Block, proposed Railway Siding near Gajra Bahara Railway Station , and near Dongri Tal II Coal block (Ex.Mine Railway Siding). Additionally, the Bidder shall also assess and satisfy itself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/bridges/roads for bringing its equipment and machinery to Site, water and power supply conditions, accommodation facilities as may be required, river regime, river water levels, other details of river, major drains, nallas and their water levels in normal rainy season, climatic conditions, local terrain, availability of manpower, construction materials, details of taxes, royalties, duties and levies, statutory compliances etc. as applicable and any other information required.

Further, the submission of Bid by the Bidder shall be deemed to be an acceptance by the Bidder that it has already carried out detailed site visit at the Mines, and also that the Bidder has ascertained itself about, and also acknowledges, the current status and condition of the Mines on above parameters, for its adequacy for submission of the Bid. Also, the Bidder shall submit an undertaking as a declaration that it has carried out site visit before submitting its Bids.

The cost and the arrangements required for visiting the site shall be arranged by the Bidder at its own expense.

### **3.4 Pre-Bid Meeting**

To clarify and discuss issues with respect to the Bid Document, Coal Mining Agreement and Bidding Process, GOA-IDC shall hold a Pre-Bid meeting at its office and/or through video conferencing as per the Bidding Schedule set out in the Data Sheet of this document. Bidders may submit their queries/seek changes as may be permitted by GOA-IDC in the Bid Document and the Coal Mining Agreement on or before the date of Pre-Bid conference as set out in the Data Sheet strictly in the editable (word) and non editable (pdf) form in the prescribed format as mentioned in the Appendices. However, GOA-IDC shall be under no obligation to amend the Bid Documents and/or the Coal Mining Agreement or respond to such queries submitted by any Bidder. Further, attendance of the Bidders at the Pre-Bid meeting is not mandatory. Attendance of any Bidders is at its sole responsibility and without any obligation to GOA-IDC.

Purchasing the bid documents will be a pre-requisite for attending the pre-bid and clarifications will be provided as an addendum only on the **CPP (“Central Public Procurement”)** portal at <https://eprocure.gov.in/eprocure/app>.

### 3.5 Clarification of Bid Document

- a) Any Bidder requiring any clarification on the Bid Document may notify GOA-IDC in writing by email followed by post confirmation at the address mentioned in the Data Sheet.
- b) GOA-IDC will only entertain the requests for any clarification which are received up to the Pre-Bid conference date as set out in the Data Sheet in the prescribed editable (word) and non editable (PDF) format as mentioned in the Annexures. GOA-IDC will post the Clarifications on the **CPP** portal and Bidders can view these clarifications once they are posted.

### 3.6 Issue of Corrigendum(s)/Amendment(s) to the Bid Document ("Corrigendum(s)/Amendment(s)"), if deemed necessary at GOA-IDC's sole discretion

- a) At any time prior to Project Proposal submission deadline as mentioned in the Data Sheet, GOA-IDC may, whether at its own initiative or in response to a clarification requested by the Bidder, amend the provisions of Bid Document by issuing Corrigendum(a)/Amendment(s) to Bid Document which shall be binding upon all the Bidders.
- b) The Corrigendum (a)/Amendment(s) will be posted on the GOA-IDC's website/E-Tendering Portal for viewing by the Bidder. The Corrigendum (a)/Amendment(s) will be binding on Bidders and it will be assumed that the information contained therein have been taken into account by the Bidder in its Bid. Bidders are also advised to regularly check the website regarding posting of Amendment, if any.
- c) Any Corrigendum (a)/Amendment(s) to Bid Document issued by GOA-IDC subsequent to the issue of Bid Document will also be considered an integral part of Bid Document and any reference to Bid Document in the Coal Mining Agreement shall also include such Corrigendum (a)/Amendment(s).
- d) Any verbal clarifications and information provided by GOA-IDC or its employee(s) or its representative(s) or its consultant(s) shall not in any way be binding on GOA-IDC unless subsequently confirmed through the issuance of Corrigendum (a)/Amendment(s).
- e) In order to afford the prospective Bidders reasonable time in order to take the Corrigendum (a)/Amendment(s) into account in preparing their Project Proposal, GOA-IDC may, at its discretion, extend the deadline for the submission of Bids.

### 3.7 Submission of Project Proposal

#### a) Language

The Project Proposal prepared by the Bidder and all correspondence and documents relating thereto, must be in the English Language. English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Bid Documents and Project Proposal.

If any printed literature furnished by the Bidder is written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for the purposes of interpretation of the Bid, the English translation shall govern.

In the event of submission of any document/certificate by the Bidder in a language other than English, translation of the same duly authenticated by the government approved/official translator of the country where the Bidder is executing/has executed the contract shall be submitted by the Bidder.

#### b) Documents comprising the Project Proposal

The Project Proposal shall comprise of Responsive Check Documents, Qualification Proposal and Financial Proposal (IPO). Contents of Qualification Proposal and Financial Proposal are detailed in Chapter 4 of this Bid Document.

#### c) Documents for Responsive Check

Bidder shall submit three hard copies (one original and two copies) of the following Documents for Responsive Check ("*Responsive Check Documents*"):

- 1) **EMD / Earnest Money Deposit** as described in Clause 7.5 and Appendix-5.
- 2) **Power of Attorney** duly authorizing an Authorized Signatory to perform all tasks including but not limited to sign and submit the Bid, to participate in all stages of the Bidding Process including Reverse Auction , to conduct correspondence for and on behalf of the Bidder, and to execute the Coal Mining Agreement and any other documents required to give effect to the outcome of the Bidding process.
- 3) **Board Resolution** authorizing the issuer who issues the Power of Attorney in favour of a person (Authorized Signatory for the Bidding Process) shall be submitted as per Annexure-A along with the above mentioned Power of Attorney.

**Note:**

In case of Consortium, Authorized Signatory shall be from the Lead Member of Consortium. Bidder shall furnish the original Power of Attorney in favour of the Authorized Signatory, signed by legally Authorized Signatory (ies) of all the Consortium Members backed by copies of their respective Board Resolutions to demonstrate the authorization of the persons issuing the Power of Attorney.

- 4) **Joint Operating Agreement** (if applicable) shall be as described in Clause 7.3 and Appendix-6
- 5) **Consortium Operating Agreement** (if applicable) shall be as described in Clause 7.4 and Appendix-7

The above Documents shall be submitted by the Bidders in a sealed envelope bearing the caption **“Part I: Responsive Check Documents for Selection of Mine Developer and Operator for Dongri Tal - II Phase I Coal Mine”**. The documents shall be submitted at the address provided in the time line within the submission deadline.

Scanned copies of the Responsive Check Documents shall also be submitted online, duly digitally certified using Class-III signature by Authorized Signatory of the Bidder.

The name of the Bidder as well as the communication address, contact number and email of its Authorized Signatory shall be mentioned on the envelope.

**d) Submission of Qualification Proposals**

Bidders shall submit their Qualification Proposals duly signed by their Authorized representative in accordance with Clause 5.1 through Online Mode.

Further as an acceptance to the terms and conditions of the provisions of the Bid Document and the Coal Mining Agreement, Bidder shall also upload scanned copy of Signed and stamped Copy of the Bid Document and the Coal Mining Agreement.

**e) Submission of Financial Proposals/Initial Price Offer (IPO)**

Financial Proposals shall be submitted by the Bidders through E-tendering mode i.e. **through online mode only**. No manual/ hard copy of the Financial Proposals (IPO) shall be submitted.

**f) Format and signing of the Project Proposals**

- The Project Proposals including all documents uploaded on the website shall be digitally certified using Class-III signature by a duly "Authorised Representative and Signatory" of the Bidder to bind him to the contract. A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000 (Approved by the Controller of Certifying Authorities, Government of India - <http://cca.gov.in/>)

Submission of the Bid by the Bidders, imply that they have read the instructions and conditions of the Bid Documents and CMA and has made themselves aware of the scope, terms and conditions of the work to be carried out and other factors affecting execution of the work.

**3.8 Proposal preparation cost**

The Bidder shall be solely responsible and shall pay for all of the costs associated with the preparation of its proposal and its participation in the Bidding Process. GOA-IDC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Auction Process.

**3.9 Deadline for Submission of Bids**

Bids must be submitted online no later than the time and date stated in the Bid Data Sheet. The copies of Responsive Check Documents shall be submitted in physical form before stipulated submission time at the address specified in Data Sheet. GOA-IDC shall not be liable for loss/non- receipt/late receipt of above documents in postal transit.

GOA-IDC may, at its discretion, extend this deadline for submission of Project Proposals by amending the Bid Document in accordance with provisions of this document, in which case all rights and obligations of GOA-IDC and Bidders will thereafter be subject to the deadline as extended.

*In case Bidder fails to submit hard/physical copies of its Responsive Check Documents, within the due date for submission of the physical copies, the online Bids submitted by such Bidder shall be rejected summarily.*

**3.10 Modification and Withdrawal of Project Proposal**

The Bidder may modify or withdraw its Bid after submission, by modifying or withdrawing its Bid on the CPP portal as well as in hard copies prior to the deadline prescribed for submissions.



### 3.11 Opening of Project Proposals

#### a) Clarification on Bids

During Bid evaluation, GOA-IDC may, at its discretion, ask the Bidder for a clarification of its Proposal including the documentary evidence pertaining to the reference Mines declared in the Project Proposal for the purpose of meeting Qualification Requirement specified in Data Sheet. The request for clarification and the response shall be in writing, and no change in the price or substance of the Project Proposal including substitution of reference Mines in the Qualification Proposal by new/additional Mine(s) for conforming to the Qualification Requirement shall be sought, offered or permitted.

The reply to the clarifications sought by GOA-IDC shall be submitted by the Bidder within ten (10) days from the date of request of such clarifications. In the event of non receipt of the said clarifications/replies by GOA-IDC, then in such case, documents already submitted by the Bidder shall be treated as conclusive and final for the purpose of evaluation.

#### b) Preliminary Examination of Responsive Check Documents and Qualification Proposals

Prior to the detailed evaluation, to establish the Responsiveness of the Responsive Check Documents and Project Proposals, GOA-IDC will initially determine whether the:

- 1) The required Responsive Check Documents and the Qualification Proposal have been furnished and are complete,
- 2) The documents have been properly signed in accordance with this Document.
- 3) The Bids are generally in order and valid as mentioned in this Chapter.
- 4) It conforms to the terms, conditions and specifications of the Bid documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is the one:
  - a) That affects in substantial way the scope, quality or performance of the contract; and/or
  - b) That in substantial way, is inconsistent with the Bid Document, GOA-IDC rights or the Successful Bidder's obligations as under the Coal Mining Agreement.

**Note:**

GOA-IDC's determination of a Project Proposal's responsiveness shall be based on the contents of the Project Proposal itself without recourse to extrinsic evidence. If a Project Proposal is not substantially responsive, it may be rejected by GOA-IDC/. Subsequently it will not be allowed to be made responsive by the Bidder by correction of its non-conformity, without assigning any reason(s) thereof.

**c) Evaluation of Qualification Proposals**

The Qualification Proposals shall be evaluated in detail as specified in Chapter 6 to determine fulfilment of Qualification Requirements specified in Chapter 4 of this Bid Document.

**d) Opening and Evaluation of Financial Proposals**

The Responsive Financial Proposals will be opened online and evaluated in detail by GOA-IDC as specified in Chapter 6 of this Bid Document.

**e) Reverse Auction**

After opening of the Financial Proposal (IPO), the Bidders who become eligible to participate in the Reverse Auction as per conditions stated in this Document shall be intimated about their qualification.

**3.12 Right to Accept or Reject any / all Bids**

3.12.1 Notwithstanding anything contained in this Bid/Tender Document , GOA-IDC reserves the right to accept or reject any bid and to annul the Bidding Process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.12.2 GOA-IDC reserves the right to reject any bid if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The bidder does not provide, within the time specified by GOA-IDC, the supplementary information sought by GOA-IDC for evaluation of the bid, or
- c) The bid is conditional or qualified
- d) When single bid is received

**3.13 Letter of Award (LoA)**

GOA-IDC shall determine the L1 Bidder through the Reverse Auction in accordance with the process outlined in Chapter 8. After completion of the online Reverse Auction , L1 Bidder quoting the Closing Percentage shall be the Successful Bidder and will be considered for further processing for issuance of LoA. **GOA-IDC's decision on award of contract shall be final and binding on all the Bidders,**

**consultant and any other third party.**

GOA-IDC shall, after determination of the Successful Bidder in accordance with Chapter 6, notify the Successful Bidder in writing by registered letter or by an email, to be confirmed in writing by registered letter, that its Project Proposal has been accepted.

For the avoidance of doubt, it is clarified that upon the acceptance of the Letter of Award (issued by GOA-IDC) by the Successful Bidder, the Coal Mining Agreement shall come into effect and force on the date of such acceptance of the Letter of Award, and shall constitute valid and binding obligations enforceable against either Party in accordance with and subject to its terms and conditions.

### **3.14 Execution of Coal Mining Agreement**

At the same time as GOA-IDC notifies the Successful Bidder that its Bid has been accepted, GOA-IDC will send the Bidder the Coal Mining Agreement, incorporating all the Corrigendum (a) issued from time to time by GOA-IDC, along with all the documents specified therein.

Within 28 (Twenty Eight) days of receipt of the Coal Mining Agreement, the Project Company incorporated by the Successful Bidder shall sign the Coal Mining Agreement along with all the documents specified therein and return it to GOA-IDC.

In case the Successful Bidder is a Consortium, within 28 (Twenty Eight) days of issuance of Letter of Award, the Coal Mining Agreement along with all the documents specified in the Coal Mining Agreement shall be signed by "Authorized Representative and Signatories" of the Project Company incorporated by the Consortium Members. However, each Consortium member shall also sign the Coal Mining Agreement and shall remain jointly & severally responsible and liable to GOA-IDC for the performance of all contractual obligations throughout the term of the contract.

### **3.15 Contacting GOA-IDC**

Subject to Clause 3.11(a), no Bidder shall contact the GOA-IDC on any matter relating to Bid, from the time of the opening of Bids to the time the contract is awarded. Any effort by a Bidder to influence the GOA-IDC in the GOA-IDC Bid evaluation, Bid comparison, Reverse Auction or contract award decision, may result in rejection of the Bidder's Bid.

## 4. Qualification Requirements

Bidders are required to ensure that they meet (a) the Technical Qualification Criteria as provided in Clause 4.1; and (b) Financial Qualification Criteria as provided in Clause 4.2, (b) General Conditions as provided in Clause 4.5, as part of the Qualification requirements for the purpose of being eligible to submit their Bid. It is clarified that a Bidder shall submit only one Bid as a sole bidder or in the Bidding Group or as a member of Consortium.

### 4.1 Technical Qualification Criteria

4.1.1. The Bidder should have in the preceding 10 financial years reckoned from the original last date of submission of the bids, **Developed** and **Operated** single coal/lignite mine in India having Geological Reserves of at least 43 Million Tonnes and produced at least 2.9 Million Tonne of coal/lignite in any one financial year during the aforesaid 10 financial years from the same mine.

Note:

- 1) For the purpose of Clause 4.1.1, in case the bidder is taking the recourse from Joint Venture Company /Consortium formed for the purpose of mining, the experience shall be considered based on the percentage stake of bidder in that Joint Venture Company /Consortium
- 2) In case the Bidder has carried out development and operation through a sub-contractor agency, and in the event that Bids are received by both the Main contractor / Owner and Sub-contractor, the experience of the Main contractor / Owner will be considered and that of the Sub-contractor would not be considered for the same mine for the purpose of evaluation of Technical Eligibility Criteria.

### 4.2 Financial Qualification Criteria

- 1) The **Turnover** of the Bidder, in any of the preceding three (3) Financial years as on original last date of submission of the bid, shall be not less than INR 463.20 Crores (Indian Rupees Four Hundred Sixty Three Crores and Twenty Lakhs only) or equivalent foreign currency. Other Income shall not be considered for the purpose of Turnover.
- 2) **Net Worth** of the Bidder as on the last date of the preceding Financial Year from the original last date of submission of the Bid should be positive.
- 3) The **Line of credit** for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not

earlier than 15 days prior to the original last date of submission of Bid, duly certified by the Bankers should not be less than INR 231.60 Crores (Indian Rupees Two Hundred Thirty One Crores and Sixty Lakhs Only) or equivalent foreign currency. In case certificates from more than one bank are submitted, the certified limits shall be of the same date from all such banks.

Or

A line of confirmation from the bank that in case the work order is awarded in favour of the Bidder, the credit limit of not less than INR 231.60 Crores (Indian Rupees Two Hundred Thirty One and Sixty Lakhs Crores Only) or equivalent foreign currency will be allowed/extended by the bank for this specific purpose.

**Note:**

For conversion of foreign currency to Indian Rupees,

- 1) with respect to **Turnover** and **Net worth**, BC selling rate of State Bank of India, prevailing as on the date of respective Balance sheet shall be adopted and
- 2) with respect to **Line of credit** for fund based and non-fund based limits, the BC selling rate of State Bank of India, prevailing on the date of opening of Technical Bid shall be adopted.

**4.3 ROUTES**

The Bidder shall be either a Company or Bidding Group or a Bidding Consortium of up to two Company (ies) and may follow any one of the following routes;

**4.3.1 ROUTE-1 (Sole Bidder/Bidding Company)**

Bidder fulfils all the requirements at Clause 4.1 & 4.2 on its own.

**4.3.2 ROUTE -2 (Bidding Group)**

- 1) In case a Bidder does not meet the requirement of Clause 4.2 above on standalone basis, it can quote on the basis of experience of its direct Subsidiary and/or direct Holding Company. In such a case the consolidated experience of Bidder and its direct Subsidiary and/or direct Holding Company shall be considered, as applicable.
- 2) The Bidder should standalone meet the entire Technical Criteria as mentioned at Clause 4.1

- 3) The Bidder who meets the requirements of Clause 4.1 on standalone basis and meets the requirement of Clause 4.2 based on the strength/experience of its direct Subsidiary and/or direct Holding Company will be required to furnish along with its Proposal, a Letter of Undertaking from the direct Subsidiary and/or direct Holding Company, supported by Board Resolution of such company, as per the Format enclosed in the Bid documents, pledging unconditional and irrevocable financial support for the execution of the contract by the Bidder in case of award. The number of such direct Subsidiary and/or direct Holding Company lending strength/experience to the Bidder shall not exceed 3 (three) including the Bidder.

#### 4.3.3 ROUTE -3 (Bidding Consortium)

- 1) Bidder may be a Bidding Consortium of up to two Company(ies).
- 2) **Lead Member** should meet the entire Technical Criteria as mentioned at Clause 4.1 and should also have positive Net worth.
- 3) All the Consortium Members will be required to furnish a legally enforceable Consortium Operating Agreement (COA) along with Proposal holding them jointly & severally responsible and liable to GOA-IDC to perform all contractual obligations, valid for the entire period of contract, as per the Format enclosed in the Bid Document. The number of executants of the COA shall not exceed two.
- 4) In case of Bidding Consortium being the Successful Bidder, the Consortium Members shall incorporate the Project Company holding same equity stakes in the Project Company as they held in the Bidding Consortium (as per the Consortium Agreement) at the time of Bid submission.
- 5) The Project Company formed for this Project shall not undertake any other business during the contract period except for the execution of this Project.

#### 4.4 Support Documents *(applicable to sole Bidders, members of the Bidding Consortium and Bidding Group)*

4.4.1 For the purpose of Clause 4.1, the Bidder should submit copies of:

- a) Agreements/Work Orders including MDO Contract agreements and the joint venture/Consortium/SPV agreement,
- b) Copy of Approved Mining Plans/Scheme,
- c) Certificate(s) of production of Coal/Lignite and OB issued by Mine Owner/ Joint Venture Company formed for the purpose of mining.
- d) In Case of Mine Owner, the Bidder shall submit a copy of annual return in

respect of production of Coal/Lignite and OB submitted to Office of Coal Controller.

- e) For the purpose of experience of Development as required under Clause 4.1, the work completion certificate issued by Mine owner/Joint Venture Company formed for the purpose of mining, demonstrating performance of the said activities, in case of MDO. In case of mine owner supporting documents related to mine development activities including vesting order, copy of statutory clearances, evidence of Land Acquisition including its Physical possession, R & R and commissioning of railway line/siding, construction of infrastructure facilities as defined under clause 2(31).
- f) For the purpose of experience of Operation as required under Clause 4.1, the work completion certificated issued by Mine owner/ Joint Venture Company formed for the purpose of mining, demonstrating performance of the said activities in case of MDO and the Bidder shall submit the copy of work order and work execution certificate, Certificate(s) of production of Coal/Lignite and OB issued by Mine owner/Joint Venture Company in case of MDO & in case of mine owner supporting documents as indicated in clause 4.4.1(d) above.
- g) In case the bidder is taking the recourse from Joint Venture Company /Consortium formed for the purpose of mining, the copy of Joint Venture agreement/Consortium agreement clearly showing the scope of work and percentage stake of each of Joint Venture/Consortium members.
- h) Certificate from the current Statutory Auditor of the Bidder certifying all the above documents.
- i) Any other additional document as desired by GOA-IDC/ to substantiate above credentials eg. TDS certificate/proof of payments etc.
- j) Notarized and Apostilled Documents: With respect to foreign documents submitted by the Bidder, GOA-IDC shall require such documents to be super legalized or, as appropriate, apostilled pursuant to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 1961. The procedure for attestation/apostille of various documents have been clearly defined step by step, at this link:<http://mea.gov.in/apostille.htm>

4.4.2 For the purpose of Clause 4.2, the Bidder should submit copies of:

- a) The Bidder (s) has to submit the copies of audited financial statements/profit & loss accounts of the relevant years in support of the financial qualification criteria of clause 4.2. While submitting bids, the bidders at time is not able to submit audited results of the previous financial year, as the same is not ready.

In such cases, Bid received prior to 30<sup>th</sup> June of any year, the financial figure for the previous to the previous year may also be considered for evaluation. Whereas for bids submitted after 30<sup>th</sup> June the Bidder may submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their Bid.

- b) Certificate from the current Statutory Auditor of the Bidder along with breakup of the calculations of Turnover and Net worth and that the Networth quoted is positive for that Financial Year.
- c) Certificate in support of Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of opening of Bids, duly certified by its bankers.

In case certificates from more than one bank are submitted, the certified limits should be of the same date from all such banks.

Or

A certificate from the bank indicating a line of confirmation that in case the work order is awarded in favour of the Bidder, the credit limit of 231.60 Crores (Indian Rupees Two Hundred Thirty One and Sixty Lakhs Crores Only) or equivalent foreign currency will be allowed/extended by the bank for this specific purpose.

- d) Notarized and Apostilled Documents: With respect to foreign documents submitted by the Bidder, GOA-IDC shall require such documents to be superlegalized or, as appropriate, apostilled pursuant to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 1961. The procedure for attestation/apostille of various documents have been clearly defined step by step, at this link:<http://mea.gov.in/apostille.htm>

- 4.4.3 Notwithstanding anything stated above, the GOA-IDC/ reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / its Collaborator(s) / Associate(s) / Subsidiary / Group Company(ies) to perform the contract, should the circumstances warrant such assessment in the overall interest of the GOA-IDC/ . The physical assessment shall include but not be limited to the assessment of the office/ facilities/ banker's / reference works by the GOA-IDC/. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.



The above right to undertake the physical assessment shall be applicable for the Qualification Requirements stipulated in this chapter.

#### 4.5 General Conditions

This Bid Document, the Tender Process, the selection of the Successful Bidder and the Coal Mining Agreement is subject to the provisions of the Public Procurement (Preference to Make in India), Order, 2017, amended on September 16, 2020, issued by the Department for Promotion of Industry and Internal Trade (“Make in India Policy”), and bidders shall comply with the Make in India Policy, the orders issued, circulars and notifications issued by any Governmental Instrumentality pursuant to the Make in India Policy, as may be applicable

Bidders, in submission of their Bid in response to this Tender Document and in execution and performance of the Coal Mining Agreement (if selected as the Successful Bidder), are required to: (a) ensure compliance with Applicable Laws (including but not limited to as stated below); and (b) procure all authorizations, consents, approvals, permits, registrations, etc., as may be necessary under Applicable Laws:

- (i) the FDI Policy;
- (ii) the Make in India Policy;
- (iii) all laws, rules, regulations, policies, circulars, office memorandums, orders issued by the Ministry of Coal;
- (iv) all laws, rules, regulations, policies, circulars, office memorandums, orders issued by the Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises including the Office Memorandum (No. DPE/7(4)/2017-Fin. (Part-I)) dated July 30, 2020 read with the Office Memorandum (F.No. 6/18/2019-PPD) dated July 23, 2020 issued by the Public Procurement Divisions, Department of Expenditure, Ministry of Finance.

The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, has recently notified the consolidated Foreign Direct Investment Policy, 2020 (“FDI Policy”) which inter alia prescribes approval requirements and other extant conditions for induction of foreign direct investment in various sectors in India. The FDI Policy also requires a prior permission to be sought from the Government of India if any investment being made by an entity of a country sharing land border with India or where the beneficial owner of an investment in India is situated in or is a citizen of any such country. Further, pursuant to Office Memorandum (F.No. 6/18/2019-PPD) dated July 23, 2020 issued by the Public Procurement Divisions, Department of Expenditure, Ministry of Finance read with Office Memorandum (No.

DPE/7(4)/2017-Fin.(Part-I)) dated July 30, 2020 issued by the Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, any Bidder inter alia states that any bidder from a country sharing land border with India will be eligible to bid only if the Bidder is registered with the Registration Committee constituted by the Department for promotion of industry and Internal trade.

For the purpose of this ,Bidder from a country which shares a land border with India' shall mean:

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

Further, beneficial owner for the aforementioned purpose will be as under:

- (i) in case of company, the beneficial owner is the natural person(s), who, whether, acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

*Explanation-*

*“controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;*

*“control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting agreements;*

- (ii) where no natural person is identified above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

The Bidder shall also ensure that any sub-contractor engaged by the Bidder in performance of any works in relation to the Coal Mining Agreement shall be subject to compliance with the FDI Policy and that if such sub-contractors is from a country sharing land border with India, as per the parameters provided above, it procures registration with **the Registration Committee constituted by the Department for promotion of industry and Internal trade.**

## 5 Content of Qualification Proposals and Financial Proposals

### 5.1 Contents of the Qualification Proposals

The following Appendices in support of Qualification Requirements along with the Supporting Documents in accordance with Clause 4.4, shall be submitted as part of Qualification Proposals:

Appendix	Description
Appendix 1	Format of the covering letter for Bid
Appendix 2	Format of the covering letter for techno-commercial proposal for Bid as a Bidding Company
Appendix 3	Format of the covering letter for techno-commercial proposal for Bid as a Bidding Group
Appendix 4	Format of the covering letter for techno-commercial proposal for Bid as a Bidding Consortium
Appendix 5	Format of the bank guarantee for EMD
Appendix 6	Format of Joint Operating Agreement
Appendix 7	Format of Consortium Operating Agreement
Appendix 8	Format of notarized affidavit by the Bidder
Appendix 9	Format of business transparency undertaking
Appendix 10	Format for the letter of undertaking from Treasury Centre
Appendix 11	Format for Details of the Subcontractors
Appendix 12	Scanned Copies of Signed and stamped Copies of the Bid Document and the Coal Mining Agreement
Appendix 13	GOA- IDC Approved Banks For The Purpose of Bank Guarantees
Appendix 14	Self Undertaking regarding the Site Visit.
Appendix 15	Format for submitting the Pre-Bid Queries
Appendix 16	Bank mandate form for e-payment
Appendix 17	Undertaking on downloaded tender documents
Appendix 18	Social Accountability (SA-8000) Compliance format
Appendix 19	GST data of vendor
Appendix 20	Details of Projects in hand / Contracts in operation.
Appendix 21	Integrity Pact

The scanned copies of the **Qualification Proposal** documents duly comprising of the applicable Annexures as above along with the Support Documents as per Clause 4.4 shall be submitted online, duly digitally certified using Class-III signature by Authorized Signatory of the Bidder.

The name of the Bidder as well as the communication address, contact number and email of its Authorized Signatory shall be mentioned on the envelope.

## 5.2 Contents of the Financial Proposal (Initial Price Offer)

	Description	Submission of Financial Proposal
	MDO shall quote Composite Mining Fee for performance and services set forth in Coal Mining Agreement and in accordance with Scope of work mentioned in this bid document but shall not include <b>Pre - Development Expenses</b> .	In Percentage (%) of the <b>Net Sale Proceeds</b> , equal to or less than the Upper ceiling percentage.

### Illustration :-

For the purpose of reference of the bidders, the methodology for determination of Gross Sales Proceeds & Net Sales Proceeds is illustrated as follows :

S.no	Particulars	INR per Tonne
1	Coal sale price received as per provisions of Chapter 8 of the Allotment Agreement	3,000.00
2	Statutory Payments Collected from coal consumer (Royalty , Contribution to DMF & NMET, applicable GST, Cesses, levies, duties, etc. )	1,500.00
3	Surface Transportation Charges (if any) Collected from coal consumer	110.00
4	<b>Gross Sale Proceeds</b>	<b>4,610.00</b>
	<b>Less (Deductions):</b>	
5	Statutory Payments (Royalty, Contribution to DMF & NMET, applicable GST, Cesses, levies, duties, etc. )	1,500.00
6	Reserve Price Monthly Payments (equivalent to Royalty) to state Govt as per Allotment Agreement conditions	420.00
7	Surface Transportation Charges (if any)	110.00
8	<b>Net Sale Proceeds</b>	<b>2,580.00</b>

*(Note : The above mentioned illustration is only for understanding of the bidders &*

*figures derived are based on pure assumptions. In case of any inconsistency, the clauses of this Bid Document shall prevail)*

### **5.3 Important Notes and Terms & Conditions for submission of Financial Proposal (Initial Price Offer)**

1. Financial Proposals are to be submitted through online mode only.
2. Consequent upon production of additional Coal as per the Revised Mining Plan, if any, the Composite mining fee for the additional coal so produced under Additional Capacity beyond 2.90 MTPA, shall have the same percentage otherwise payable for the Contracted Capacity.
3. The Financial Proposals shall not be linked to CIL notified price
4. MDO will be responsible for Procurement, Transporting, Storing and use of explosives. Cost of procurement, Transporting, Storing explosives will be borne by MDO.
5. GOA-IDC shall reimburse the GST, taxes, duties, for extraction and delivery of coal and lease rent as applicable as per Rules and Regulations of Madhya Pradesh State Govt. for land acquired for the purpose of Dongri Tal – II (Phase –I) Coal Mine and which may be levied in future on the basis of documented proof of actual payments, to the MDO and the same shall not be deemed to be included in the Financial Proposal.
6. The Coal Customers shall directly make payment of railway freights to Indian Railways from the Delivery point / Railway siding upto the Destination point for transportation of coal through railways.
7. The Pre-development activities as provided in this Bid document will be carried by MDO. Pre - Development Expenses that shall be reimbursed by GOA-IDC to the MDO, along with every payment of Composite Mining Fee. The maximum permissible reimbursement of Pre-Development Expenses shall be a cumulative sum of INR 710 Crores for this Agreement and shall be reimbursed from the Net Sales Proceeds at Rs.257 per tonne of coal for a period of 11 years from COD, until full recovery of the actual Pre – Development Expenses, subject to the maximum cumulative sum of INR 710 Crores. GOA-IDC at its discretion, reserves the right for pre-payment (partial or full) of Pre-Development Expenses at a rate decided by GOA-IDC that is higher than Rs. 257 per tonne of coal for a particular period that it may choose. For the purpose of avoidance of doubt, it is clarified that in case balance left in escrow A/c from Net Sale Proceeds is less than the amount to be reimbursed, then the reimbursement of Pre-Development Expenses from Net Sale Proceeds shall be limited to the balance left in Escrow A/c after

deduction of other statutory payments, lease rentals (if any) and salary commitments of GOA-IDC for this project.

8. Administrative building, Site office, Canteen, Pithead bath, Rest shelter, First Aid Centre/Dispensary, Environment laboratory, Coal quality control laboratory, Vocational Training Centre (VTC), Work shop, Guest house and Security barrack etc. shall be constructed by the MDO at its own cost.
9. Construction of CHP including truck unloading hoppers, stacker reclaimer, transfer houses, conveyors, rapid loading silo and all other ancillary equipment and work for CHP shall be executed by the MDO at its own cost.
10. The Surface Transportation Charge for delivery of coal from mine pit upto Gajara Bahara Railway Siding shall be borne by MDO initially. GOA-IDC will charge the same to the coal consumer as per prevalent rates of NCL / CIL, which shall be reimbursed to MDO from the Escrow Account after realization of payments from coal consumers.
11. Surface transportation charges beyond the Delivery point by rail or road shall be borne by respective Coal Customers.
12. In their own interest, the Bidders are requested to familiarize themselves with the Mines Act, the Income Tax Act 1961, Central Goods & Services Act '2017 the Companies Act, 1956/2013, the Customs Act, the Foreign Exchange Management Act, 1999 and all other Applicable Laws. Mine Allottee shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of the Applicable Laws or such information shall not be a reason for the Bidder to request for extension in date of submission of Financial Proposal.
13. MDO shall carry out, included but not limited to, all Statutory clearances, Transfers of approvals or clearances or any other consents/approvals/clearances as and when required in future, Pre-development expenses, Mining Operative expenses, Civil works and Other mine infrastructure works and other associated works for development and operation of the mine at their own cost and expenses, and GOA-IDC will assist in carrying out such activities.

Payments of Lease rental/ surface rights shall be borne by the MDO initially on behalf of Goa-IDC in accordance with the applicable laws of State Government of Madhya Pradesh, Mineral Concession Rules' 1960 and as per conditions stipulated in the Mining Lease agreement (ML) & the same shall be reimbursed by GOA-IDC to MDO after COD.

## 6 Evaluation Methodology for Qualification Proposal and Financial Proposal

### 6.1 Methodology for Evaluation of Qualification Proposal

- 6.1.1 The Responsive Check Documents along with the Qualification Proposals shall be scrutinized to establish “**Responsiveness**” as per Clause 3.11(b).
- 6.1.2 The Responsive Qualification Proposals shall be evaluated in detail to determine their fulfilment of Qualification Requirements specified in Chapter 4 of this Bid document.
- 6.1.3 During the Bid evaluation, GOA-IDC may, at its discretion, ask the Bidder for a clarification in respect of its Qualification Proposal including the documentary evidence pertaining to the mines declared in the Qualification Proposal for the purpose of meeting the Qualification Requirement as specified in Chapter 4 of this Bid Document. The request for clarification and the response shall be in writing and no change in the substance of the Qualification Proposal including substitution of reference mines in the Qualification Proposal by new/additional mines for conforming to Qualification Requirements shall be sought, offered or permitted. The Bidders who meet the Qualification Proposal Requirements shall be termed as **Qualified Bidders**.
- 6.1.4 Notwithstanding anything contained in this document or elsewhere, evaluation shall be done by GOA-IDC. The evaluation so carried out by GOA-IDC shall be final and binding on all the Bidders, Consultant or any other party. GOA-IDC views and interpretations may or may not concur with the views and interpretations of the consultant or the Bidder or any other party.
- 6.1.5 Notwithstanding anything contained in this document or elsewhere, GOA-IDC shall communicate and intimate technically and financially Qualified Bidders. GOA-IDC ‘s decisions shall be final and binding on all the bidders regarding qualification and disqualification. It shall be the sole discretion of GOA-IDC to accept or reject any or all Bids.

### 6.2 Opening and evaluation of Financial Proposal

- 6.2.1 The Financial Proposals containing the Initial Price Offers of the Qualified Bidders shall be opened by GOA-IDC through E-Tendering portal, i.e. through online mode.
- 6.2.2 The Initial Price Offer quoted by Qualified bidder shall be equal to or less than the Upper Ceiling Percentage as has been fixed by GOA-IDC.
- 6.2.3 The process to be followed for the ranking of Financial Proposals as per clause 6.3 and modalities for participation in the Reverse Auction are given in Chapter 8



- 6.2.4 Only the Financial Proposals of the Qualified Bidders, as mentioned above, shall be opened and evaluated to determine their compliance with this document. Further, the Financial Proposals without sufficient information as per the terms of this document shall be deemed “**Non Responsive Financial Proposal**”.
- 6.2.5 Only the Responsive Financial Proposals meeting the requirements to the satisfaction of GOA-IDC shall be evaluated.
- 6.2.6 Arithmetic errors, if any, will be rectified on following basis:
- a) If there is a discrepancy between words and figures, the amount in words will prevail.
  - b) If the Bidder does not accept the correction of errors, its Bid will be rejected and the EMD may be forfeited.

### **6.3 Ranking of Financial Proposals**

- 6.3.1 The Financial Proposals of only the Qualified Bidders shall be opened and the **Bidder quoting the Highest Composite Mining Fee (IPO) amongst all Bidders** in compliance with respective provisions of this bid document shall be eliminated from the bidding process and the EMD of such bidder shall be returned upon completion of this Bid Process. The elimination shall however not be carried out in case the total number of Qualified Bidders is less than five (05).
- 6.3.2 The balance Qualified Bidders shall be ranked based on the ascending order of their Initial Price Offers and shall be eligible for participating in the Reverse Auction. It is mandatory for the eligible bidder(s) to participate in the Reverse Auction, failing which the EMD submitted by such bidder(s) shall be forfeited by GOA-IDC.
- 6.3.3 However, In the event the number of bidders eligible to participate in the Reverse Auction is less than five, then all the bidders whose financial proposals have been opened shall be allowed to participate in the Reverse Auction.
- In the event of identical Initial Price Offers have been submitted by more than one Qualified Bidder, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders.
- 6.3.4 The lowest Composite Mining Fee (IPO) amongst all Bidders in compliance with respective provisions of this bid document shall be the “**Opening Percentage**” for the Reverse Auction for submission of Final Price Offer (FPO) through online mode. The Bidders eligible to participate in the Reverse Auction shall quote their percentage below the Opening Percentage in accordance with the provisions of Chapter 8.

#### **6.4 Award Criteria**

After completion of the Reverse Auction process, the Bidder with the lowest Composite Mining Fee shall be considered as “**L1 Bidder**” and will be considered for further processing in order to be declared as a “**Successful Bidder**” and for issuance of the Letter of Award. However, GOA-IDC reserves the right to cancel/reschedule/extend the Reverse Auction process or tender at any time, without assigning any reason whatsoever.

## 7 Instructions to the Bidder

### 7.1 Joint Operating Agreement (JOA)

Bidder, who meets Qualification Requirement stipulated at Clause 4.1 on the strength /experience of its direct Subsidiary and/or direct Holding Company, shall be required to furnish a legally enforceable Joint Operating Agreement in original as per Appendix 6.

### 7.2 Consortium Operating Agreement (COA)

- 1) In case the Bidder is a Consortium and has sought qualification on the consolidated strength /experience of all the Consortium members, Bidder shall be required to furnish a legally enforceable Consortium Operating Agreement in original as per Appendix 7.
- 2) Consortium Operating Agreement shall not be amended, modified and /or superseded by any agreement, deed or document by the Consortium Members.
- 3) The Successful Bidder, in case of a Bidding Consortium, shall form a Project Company constituted under the applicable Indian Laws and shall sign Coal Mining Agreement within 28 (Twenty Eight ) days of the Date of the issue of LOA. Any further agreement that may be entered into amongst the Consortium Members with respect to the Project Company shall not be contrary to or in conflict with the Consortium Operating Agreement. Further, the composition and percentage shareholding of equity of the Consortium Members in Project Company shall be as declared in the Consortium Operating Agreement and no change in this regard shall be allowed till incorporation of the Project Company.
- 4) Upon being determined as Successful Bidder by way of issuance of Letter of Award, all the Consortium Members shall decide mutually the modality for developing and operating Dongri Tal – II (Phase – I) Coal Mine through formation of a Project Company constituted under the applicable Indian Law. The Lead Member shall have at least 51% of the total Paid up share capital of the Project Company and Other Member shall have at least 26 % of the total Paid up share capital of the Project Company. All members of the Consortium shall continue to retain above minimum holding till complete term of the contract.
- 5) No change in the equity share holding in the Project Company shall be allowed till the achievement of COD. After the achievement of COD, the Consortium members shall continue to maintain their share holding in Project Company in such a manner that, the Lead Member shall have at least 51% of the total paid up Share Capital of the Project Company and the Other Member shall have at least 26% of the total Paid up Share Capital of the Project Company, till completion of the term of the contract. Provided further that no change in the share holding of Project Company shall be permissible without prior consent of the GOA-IDC as

per terms and conditions of the Coal Mining Agreement. The GOA-IDC may grant such consent subject to the terms & conditions as it may deem fit.

- 6) The Consortium shall necessarily identify one of the members as Lead Member, the authorisation for which shall be evidenced by submitting with the Bid a Power of Attorney in favour of the Lead Member signed by legally Authorised Signatories of all the Consortium Members
- 7) The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium and entire correspondence till the formation of Project Company shall be done exclusively with the Lead Member. Subsequent to its formation, Project Company shall be responsible for complete execution of the Contract. All payments under the contract shall be made to the Project Company only.
- 8) In case of Bidding Consortium, the EMD shall be in the name of the lead member, and in the event of award to Bidding Consortium, the Performance Security shall be in the name of the Project Company. However, obligations under above Performance Security shall not be affected by any change in the constitution or control of the Bidding Consortium and continue to be applicable to the Project Company formed by the Bidding Consortium in line with the provisions of Bid Document.

### **7.3 Earnest Money Deposit**

- 1) The Bidder shall furnish, along with its Project Proposal as a part of the Responsive Check Document, an EMD for an amount of INR 7.72 Crores ( Indian Rupees Seven Crores and Seventy Two Lakhs only) initially valid for a period of 45 Days beyond the Bid Validity Period, in a separate sealed envelope in the form of bank guarantee(s).
- 2) The EMD, if furnished as a bank guarantee shall be from any of the Nationalized/ Scheduled Banks in India.
- 3) The EMD shall be furnished in a separate sealed envelope. Any Project Proposals not accompanied by the EMD or Project Proposals submitted with inadequate EMD shall be rejected by GOA-IDC/ as being Non-Responsive and returned to the Bidder.
- 4) The Bidder shall ensure that the EMD remains valid for a period of 45 Days immediately following any extension of the Bid Validity Period requested under Clause 7.8 of this Bid Document.
- 5) EMD of the Bidder(s) whose Project Proposal has not been found acceptable, shall be returned along with letter communicating rejection of Project Proposal. The EMD of the Bidders who are unsuccessful after opening of Financial

Proposal and that of the eliminated Highest IPO Bidder, if any, shall be returned immediately after placement of award on the Successful Bidder.

- 6) The Earnest Money Deposit of the Successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Coal Mining Agreement pursuant to Clause 3.13 and has furnished Performance Guarantee pursuant to Clause 7.6 and Additional Performance Security pursuant to Clause 7.7 of this Bid Document.
- 7) No interests, charges or any amounts on/with respect to the EMD shall be payable by GOA-IDC to any Bidder.
- 8) Without prejudice to any other rights available to it under applicable laws, GOA-IDC reserves the right to forfeit EMD of the Bidder without any notice of proof of damages to the Bidder on the occurrence of any one or more of the following events/circumstances :
  - a) If the Bidder withdraws or alters or modifies or revokes its proposal, partially or fully, during the Bid Validity Period or any extension granted thereof as per the terms of this Bid Document
  - b) If any of the claims/confirmations/statements/declarations of the Bidder is found to be incorrect or inconsistent or in case of any material misrepresentation of facts as per terms of the Bid Document.
  - c) If the Bidder does not withdraw any deviation, variation and additional condition to the Bid Document read in conjunction with its corrigenda/amendment/errata/ clarification/addenda mentioned anywhere in its Project Proposal without any price implication whatsoever to the GOA-IDC.
  - d) If the Successful Bidder fails to sign the Coal Mining Agreement, in accordance with Clause 3.13 of this Bid Document.
  - e) If the Successful Bidder fails to submit the Performance Security and/or Additional Performance Security within 28 (Twenty Eight ) days from the date of signing of the Coal Mining Agreement, as per the terms of this Bid Document.
  - f) If the Successful Bidder fails to arrange and submit the Performance Guarantee and/or Additional Performance Security from any executants of JOA other than itself towards the due performance of terms and conditions contained in JOA within 28 (Twenty Eight ) Days of signing of the Coal Mining Agreement,.

- g) If the Bidder/his representatives commits any fraud while competing for this contract.

#### 7.4 Performance Security

- 1) The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to GOA-IDC, not later than **28 (Twenty Eight)** days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee amounting to Rs. 77,20,00,000 ( Indian Rupees Seventy Seven Crores, Twenty Lakhs only ) from any nationalised / scheduled commercial bank in India . failing which , without prejudice to any other rights of GOA-IDC, the EMD of the Successful Bidder (MDO) shall be forfeited.
- 2) The Performance Security shall be renewed / extended so as to remain valid till end of **Contract Period**.
- 3) Failure to renew/extend the validity of the Performance Security within the aforesaid stipulated period shall entitle GOA-IDC to encash the Performance Security without any notice to the MDO. The Performance Security shall be unconditional, irrevocable and payable on demand to GOA-IDC without delay or demur or prior notice to the Successful Bidder.
- 4) The Performance Security shall not in any manner be construed as limiting the damages payable by the MDO to the GOA-IDC in accordance with the terms of the Coal Mining Agreement.
- 5) In case the Bidding Consortium being the Successful Bidder, Performance Bank Guarantee shall be submitted by the Project Company in its own name.

#### 7.5 Additional Performance Security against GOA-IDC obligation to MoC

- 1) In addition to the Performance Security submitted by the MDO, MDO shall submit an Additional Performance Security within 28 (Twenty Eight ) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee from any nationalised / scheduled commercial bank in India against GOA-IDC obligation to MoC.
- 2) The amount of Additional Performance Security to be submitted by the MDO shall be equivalent to the corresponding amount of Performance Security to be submitted by GOA-IDC to MoC in accordance with the applicable provisions of the Allotment Agreement for a particular Financial Year.
- 3) As per clause 6 of Allotment Agreement, GOA-IDC is required to submit a Performance security for an amount of INR 163,95,90,400 ( Indian Rupees One Hundred Sixty Three Crores Ninety Five Lakh Ninety Thousand Four Hundred

only ) to MoC

- 4) Further, on year to year basis, MDO shall submit revised Additional Performance Security duly in compliance to the Clause 9.1.3 and 9.1.4 of the Coal Mining Agreement, substantially in the form set forth in Schedule-F1 (the "**Additional Performance Security**"), failing this, without prejudice to any other rights of GOA-IDC, the EMD of the Successful bidder ( MDO ) shall be forfeited. It is clarified that any such forfeiture and encashment of the EMD shall not in any manner entitle the Successful Bidder ( MDO ) to provide GOA-IDC with the Performance Security unless otherwise mutually agreed to by the Parties.
- 5) The Additional Performance Security shall be renewed / extended so as to remain valid till end of **Contract Period**.

#### **7.6 JOA Performance Security against drawing Financial Strength from Subsidiary and/or Holding Company**

- 1) In case the Bidder has applied under 4.3.2 ROUTE -2 (Bidding Group) as per clause 4.3.2, each of those direct Subsidiary and/or direct Holding Company, on whose financial strength a Bidder has sought qualification in its Qualification Proposal and has furnished JOA along with its Qualification Proposal, shall be required to submit an **JOA Performance Security** towards the faithful performance of terms & conditions contained in JOA.
- 2) After conclusion of the Reverse Auction process, Successful Bidder shall furnish an unconditional JOA Performance Security in addition to the Performance Security meant to be submitted by the Bidder in accordance with Clause 7.6 and Additional Performance Security meant to be submitted by the Bidder in accordance with the Clause 7.7.
- 3) The value of (**JOA Performance Security**) referred to in sub-clauses (1) and (2) of the clause 7.8 shall be equivalent to 1% of the estimated annual contract value, to be submitted within 28 (Twenty Eight) days from the date of signing of Coal Mining Agreement in the form of a bank guarantee from any of the Nationalized/ Scheduled Commercial Bank in India as per the format enclosed with the Coal Mining Agreement. The estimated annual contract value, for the purpose of this clause, shall be the CIL Notified price of coal at the time of the award of the work multiplied by the Peak Production Capacity of the mine as per approved Mining Plan. Further this JOA Performance Security shall be in addition to the Performance Securities meant to be submitted by the Bidder in accordance with Clause 7.6 and Clause 7.7.
- 4) The JOA Performance Security shall be renewed / extended so as to remain valid till end of **Contract Period**.

- 5) The Successful Bidder shall be required to arrange and submit the JOA Performance Security within 28(Twenty Eight) days from the date of signing of the Coal Mining Agreement to GOA-IDC, failing this without prejudice to any other rights of GOA-IDC the EMD of the Successful bidder ( MDO ) shall be forfeited. It is clarified that any such forfeiture and encashment of the EMD shall not in any manner entitle the Successful Bidder ( MDO ) to provide GOA-IDC with the JOA Performance Security unless otherwise mutually agreed to by the Parties.

### 7.7 Bid Validity Period

The Project Proposal shall initially remain valid and binding on the Bidder for at least 90 days from the scheduled date of opening of Qualification Proposal ("**Bid Validity Period**"). Any Project Proposal with a shorter validity period may be rejected by GOA-IDC as non-responsive.

In exceptional circumstances, GOA-IDC may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing or telefax or email followed by post confirmation. If a Bidder accepts to prolong the Bid Validity Period, the EMD shall also be suitably extended failing which, the Project Proposal extension shall be invalid. A Bidder may refuse the request for extension in Bid Validity Period without forfeiting its EMD. A Bidder accepting the request for extension of validity will be neither required nor permitted to modify its Proposal.

### 7.8 Corrupt or Fraudulent Practices

GOA-IDC requires that Bidders observe the highest standard of ethics during the procurement and execution of the Coal Mining Agreement. In pursuance of this policy, GOA-IDC:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, in any manner whatsoever, directly or indirectly, of anything of value to influence the decision or action of a public official or GOA-IDC official or GOA-IDC's appointed consultant(s) or advisor(s) during any stage of the procurement process or execution of the Coal Mining Agreement; and
  - ii) "**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of GOA-IDC, and includes collusive practice among Bidders (prior or after Proposal submission) designed to establish Proposal prices at artificial non-competitive levels and to deprive GOA-IDC of the benefits of free and open competition;



- b) Will reject the Bid if it determines that the Successful Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Project in question;
- c) Will blacklist the Bidder if GOA-IDC at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the GOA-IDC; and
- d) Take any and all such actions as may be considered necessary or desirable by GOA-IDC in the circumstances.

### **7.9 Misrepresentation by Bidder**

If any claims/confirmations/statements/declarations made by the Bidder in its Proposal or in response to any subsequent query by GOA-IDC, is found to be incorrect or inconsistent or in case of any material misrepresentation of facts, such Proposal shall be liable for rejection and the EMD liable to be forfeited or encashed by GOA-IDC .

However, any minor infirmity/nonconformity/irregularity that does not constitute a material misrepresentation of facts and does not prejudice or affect the relative ranking of any Bidder as a result of evaluation by GOA-IDC, may be allowed at the sole discretion of GOA-IDC.

### **7.10 Bidder in a position of Conflict of Interest**

#### **(A) Bidder in position of Conflict**

A Bidder shall not have conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest is liable for disqualification. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process for the following reasons, if:

- a) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- b) Such Bidder has the same legal representative for purposes of Application in the Bidding Process as any other participating Bidder; or
- c) Such Bidder or any Associate thereof has participated as a consultant to GOA-IDC in the preparation of any documents, design or technical specifications of the Project.
- d) Such Bidder shall be liable for disqualification if, during the period starting from

the publishing of the NIT till the time the Successful Bidder gets selected, any legal, financial or technical consultant of GOA-IDC specific to the Project is engaged by the Bidder, or any Associate thereof, as the case may be, for purposes of Application in the Bidding Process of Project.

- e) 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, Transaction Advisor, Consultant 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 RFP for the Project. In addition, this disqualification shall not apply where such adviser is engaged after a period of 1 (one) year from the Commercial Operation Date of the Project.

Further, the provisions under this clause shall also be applicable to the members of the Bidding Consortium *mutatis mutandis*.

(B) Successful Bidder in Position of Conflict of Interest  
The Successful Bidder shall be in conflict of interest if the successful bidder or its direct holding/subsidiary company or associate company participates in future coal auctioning from this mine.

Further, the provisions under this clause shall also be applicable to the members of the Bidding Consortium *mutatis mutandis*.

#### **7.11 Consultant in a position of Conflict of Interest with the Bidder**

The Bidder/ Consultant shall be in conflict of interest if the Consultant(s) /Transaction Advisor, 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 RFP for the Project. In addition, this disqualification shall not apply where such adviser is engaged after a period of 1 (one) year from the Commercial Operation Date of the Project.

#### **7.12 Disqualifications**

- 1) Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of GOA-IDC, a Bidder which is either a single Bidder or a Bidding Group or a Bidding Consortium shall be disqualified and its Project Proposal shall be dropped from further consideration for any of the reasons listed at Sr. no. 2 below;
- 2) Further, it is expressly clarified that the Bidder or Bidding Group or Bidding Consortium shall be disqualified and its project proposal shall be dropped from further consideration if any of the reasons listed below are applicable to any Bidder or any member of the Bidding Consortium including the Lead Member or Other Member or members of the Bidding Group:
  - a) Misrepresentation by any Bidder.
  - b) Failure by the Bidder to provide necessary and sufficient information as required and asked for in the Bid Document.
  - c) A winding up/insolvency or other proceedings of a similar nature is pending against the Bidder.
  - d) The company ceases to fulfil Qualification Requirement mentioned in Bid Document during Bidding Process and as per the terms of Bid Document.
  - e) If the Project Proposal submitted by the Bidder is found to have been tampered with or they differ from the Bid Document available with GOA-IDC, the

Proposal of such Bidder shall be rejected.

- f) If any member of a Bidding Group/Consortium is shown as a member in another Bidding Group/Consortium for the subject tender or If any Bidder is included as member in any another Bidding Group/Consortium for the subject tender.
- g) Any mining lease or any mining contract/ work order/ letter of award / letter of acceptance in any mineral, entered was Blacklisted or Suspended/ Terminated/ Foreclosed or Earnest money or Bid security or Performance security is forfeited in the last 7 years reckoned from the original scheduled date of Techno-Commercial Bid opening due to its failure to perform contractual obligations or the tender milestones or for any other reason for projects awarded by a Government Department /Undertaking and order to that effect has been issued against the Bidder / Bidding Group/ Consortium Member.

The Bidder shall furnish a self undertaking affidavit to support that no such order has been issued and if such order has been issued then it has been annulled by the Court.

- h) Or any other reasons as deemed fit to GOA-IDC.
- 3) If information becomes known after the Bidder has been qualified/shortlisted, at any stage, to proceed with the Bid Process, which would have entitled GOA-IDC to reject or disqualify the Bidder, GOA-IDC reserves the right to reject or disqualify that Bidder at the time, or at any time, such information becomes known to it. GOA-IDC's determination that one or more of the events specified under this chapter has occurred shall be final and conclusive.
- 4) Notwithstanding anything contained in this Bid Document, GOA-IDC reserves the right to reject any Proposal or to annul the Bidding Process or reject all Proposals, at any time, without any liability or any obligation for such rejection or annulment, without assigning any reasons whatsoever.

### **7.13 Further Information**

- 1) If at any time during the evaluation process GOA-IDC requires any clarifications, GOA-IDC reserves the right to request such information from any Bidder. Bidders shall be obliged to provide the same within a reasonable time frame.
- 2) Strict adherence to the Formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be grounds for declaring the Bid non-responsive. Each format has to be duly signed and sealed by the Bidder.

- 3) The decision of GOA-IDC at Pre-Bid or on any issue shall be final and binding upon all the Bidders.
- 4) Each Bidder must keep GOA-IDC informed at all times during the Bidding process about any litigation involving the Bidder and/or its direct Subsidiary and/or direct Holding Company or members of Bidding Consortium. GOA-IDC has the right to disqualify any Bidder if such litigation in GOA-IDC's opinion may adversely affect the ability of the Bidder to meet its obligations towards GOA-IDC under the Bidding process
- 5) Number of proposals and respondents: Each Bidder shall submit only one Proposal.
- 6) Bidder shall submit only one Proposal, either individually as Bidding Company or as a member in a Bidding Consortium. It is further clarified that any of the Bidder's direct Subsidiary and/or direct Holding Company or members of Consortium shall not separately participate directly or indirectly in the same Bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same Bidding process, the Bids of all such Bidders shall be rejected.
- 7) Confidentiality of information provided by the Bidder
  - a) The Bidder may request GOA-IDC to treat specific data or information contained in its Proposal and/or any other information, reports, data, software or other material provided by Bidder as confidential. GOA-IDC, its consultants and their representatives will take reasonable precautions to protect the confidentiality of such data or information, provided it is clearly identified as confidential on the page(s) on which it appears and shall not disclose any such confidential information to any third Party without the prior written consent of the Bidder.
  - b) However, any or all data/information provided as a part of the Proposal and/or any other information, reports, data, software or other material may be made available to any Government Authority, as required under Applicable Law without any prior intimation to the Bidder. In any event, neither GOA-IDC, nor its consultants nor any of their representatives will be responsible or liable for any disclosure of data/information in accordance with this Chapter. Further any information as may be required to be provided to a third Party pursuant to the Right to Information Act, 2005 shall be excluded from such confidentiality obligations and GOA-IDC reserves its right, exercisable at its discretion, to disclose any such information relating to the Bidder/contained in its Proposal, as may be necessary to comply with the requirements of the Right to Information Act, 2005.

- c) The request for grant of access to any privileged, proprietary, or otherwise confidential data/information supplied by, or pertaining to other Bidders responding to this Bid Document shall not be considered and accepted by GOA-IDC under any circumstances.

**7.14 Dispute Resolution:**

Dispute resolution shall be as per the provisions of the Coal Mining Agreement.

**7.15 Intentionally Left Blank**

**7.16 Intentionally Left Blank**

**7.17 Independent Engineer**

For supervision of works carried out by the MDO, verification of reports submitted by the MDO from time to time, overseeing the performance of any other activity / operation by the MDO during the construction, development, operation and maintenance phases of the mine, Goa-IDC shall appoint an Independent Engineer in accordance with the provisions of the Coal Mining Agreement.

During the Construction, Development & Operation period, the fees shall be, not more than 0.25% p.a. of the estimated project cost & is to be paid on monthly basis. However, before sale of coal, remuneration, cost and expenses of Independent Engineer would be paid by MDO & no reimbursement of fees of Independent Engineer shall be provided to MDO. Thereafter, commencement of sale of coal remuneration, cost and expenses of Independent Engineer would be paid on monthly basis from “**Net Sale Proceeds**” of the **Escrow Account** and shall be shared equally by Goa-IDC and the MDO.

## 8 Instructions to Bidders for online Bid submission / e-Reverse Auction

8.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

### 8.2 Online Tender Submission Schedule

The date and time for pre-bid conference, submission and opening date of bids will be as communicated by THE AUTHORITY in the RFP or as amended through a Corrigendum.

8.3 **The online application by the Bidders, as per the formats mentioned in the RFP along with the supporting documents, should also accompany the following documents (Scan and Upload on the e-Tender website):**

1. Attested copy of valid Incorporation Certificate of the Applicant entity.
2. Attested copy of GST certificate.
3. Attested copy of PAN Card. In case of A Bidder registered outside India, the copy of PAN Card will not be required. Instead other documents as specified in the RFP will be required to be submitted.
4. Mode of Payment towards Cost of the Tender Document Fee: To be paid via Demand Draft drawn in the favour of the **“Goa Industrial Development Corporation”** and payable at Panaji Goa. The scanned copy of the demand draft will need to be uploaded along with the online submissions, while the Demand Draft will be required to be submitted along with the Physical Submission of tender documents.

### 8.4 General Instructions:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique login id and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
7. Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
8. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### **8.5 Steps for participation in Tenders:**

- **Step-1:**

- This step is applicable in case the Bidder does not have a valid Class-III Digital Certificate (signing and encryption component). If Bidder possesses such Certificate, then they may refer Step 2 directly.
- Obtain a valid Class-III Digital certificate from one of the following vendors (Approved by the Controller of Certifying Authorities, Government of India - <http://cca.gov.in/>)

a) Safescrypt : [www.safescrypt.com](http://www.safescrypt.com)

b) NIC : [www.nic.in](http://www.nic.in)



c) IDRBT	: <a href="http://www.idrbtca.org.in">www.idrbtca.org.in</a>	d) TCS	: <a href="http://www.tcs-ca.tcs.co.in">www.tcs-ca.tcs.co.in</a>
e) GNFC	: <a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>	f) e-Mudhra:	<a href="http://www.e-Mudhra.com">www.e-Mudhra.com</a>

- It is the bidder's responsibility to obtain the DSC and submit the tender online within the timelines specified in the RFP document. THE AUTHORITY accepts no responsibility towards any delay in the process of obtaining the DSC.
- **Step-2:**
  - Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
  - Any queries relating to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- **Step-3:**
  - Login to the site and request for the Bid Documents for the relevant project on the portal from the listed tenders
- **Step-4:**
  - Upload the details pertaining to the cost of Bid Documents.
  - The payment for Cost of Bid Documents of INR 10,000/-(INR Ten Thousand only) is to be made via Demand Draft drawn in favour of the "**GOA Industrial Development Corporation**", payable at Panaji - Goa. The scanned copy of the Demand Draft is to be uploaded as part of the online submission of the bid documents. The Demand Draft is to be submitted as part of the Physical Submission of the Bid
- **Step-5:**
  - Upload the Documents required
  - Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be solely responsible for any delay due to other issues and GOA-IDC shall not be held responsible for the same.
  - The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
  - Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
  - Bidder should prepare the EMD as per the instructions specified in the tender document.
  - The original should be submitted to GOA-IDC latest by the last date of physical submission of the bid or as specified in the tender documents, as part of the physical submission of the bid only. The details of the DD/any other accepted instrument, physically submitted, should match with the details available in the

- scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be treated as non-responsive and summarily rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial bids and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
  - The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  - All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - The uploaded tender documents become readable only after the tender opening by the authorised bid openers.
  - **Step-6:**
    - Submit the Tender Online (technical and financial bid documents) and submit hard copies of only the technical bid documents to the Authority.
    - Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
    - The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **8.6 Brief description of Bidding Process**

8.6.1 GOA-IDC has adopted a Single-stage three part competitive bid process (collectively called as the "Bidding Process") for selection of the Bidder for award of the Project. It involves:

- a) Qualification of interested Bidders who submit the qualification proposal in accordance with the Chapter 5 of Bid Document. At the end of this stage, GOA-IDC expects to announce a short-list of suitable Qualified Bidders, meeting the Eligibility Criteria as set out in chapter 4 of the Bid document & shall be eligible for participation in the Auction Process.
- b) The Financial Proposals containing the Initial Price Offers of the Qualified Bidders shall be opened by GOA-IDC through **CPP portal**, i.e. through online mode. The date, venue and other details related to the opening of Financial Proposals shall be communicated through **CPP portal** to the Qualified Bidders.
- c) The lowest Composite Mining Fee (IPO) amongst all Bidders in compliance with respective provisions of this Bid Document shall be the “**Opening Percentage**” for the Reverse Auction for submission of Final Price Offer (FPO) through online mode. The Bidders eligible to participate in the Reverse Auction shall quote their percentage below the Opening Percentage in accordance with the provisions of Chapter 8.
- d) In the second part, after opening of the Initial Price Offer, the bidders who shall become eligible to participate in the Reverse Auction as per conditions of Bid document , shall be intimated about their eligibility to participate in the electronic Reverse Auction through notification on online portal within their secured login as well as a system generated email. It shall be the sole responsibility of the bidder to regularly check the **CPP** portal and log in to see whether it is eligible or not. GOA-IDC will not be responsible for non-receipt of email by the bidder and its consequences. The Reverse Auction is the process of inviting binding Final Price Offer from the Qualified Bidders who are eligible to participate in the Reverse Auction through internet for the purpose of determination of the L1 Bidder (i.e. the bidder who submits the lowest Final Price Offer at the conclusion of the Reverse Auction ). It is mandatory for the Qualified bidder(s) to participate in the Reverse Auction, failing which the EMD submitted by such bidder(s) shall be forfeited by GOA-IDC. If there are more than 5 Qualified Bidders then the Qualified Bidder who has submitted the Highest Initial Price Offer shall be eliminated from participating in the Reverse Auction. During this process, a bidder shall be able to submit its Final Price Offer as many times as it wishes against this Bid Document.

**Bidders are required to take note that while the Bidding Parameter is the Composite Mining Fee Initial Price Offer (IPO) / Final Price (FPO) in the Reverse Auction i.e. the % (Percentage) of Net Sale Proceeds of per tonne of coal, due to the pre-designed system for Reverse Auction process of the CPP**

Portal, the word “amount in Rupees” shall be displayed on screen for the Composite Mining Fee (IPO/FPO) / Reverse Auction Bid to be quoted by the Bidders and shall be required to read as “% ( Percentage)” for the purpose of this Bid and while quoting of the Composite Mining Fee (IPO/FPO) / Reverse Auction Bid.

**illustration:** In case a Bidder enters the value of “80”, while quoting its Bid for the Composite Mining Fee (IPO/FPO) / Reverse Auction, while the same may be displayed as “Rs.80 or Rupees 80” on the Bidding Screen, the same will be considered and accepted by the Authority as “80%” for all purposes of this Bid and as per the terms and conditions of this RFP.

The identity of the bidders shall remain anonymous to other bidders participating in the Reverse Auction process as well as to GOA-IDC. The bidders participating in the Reverse Auction shall be able to see the prevailing lowest Final Price Offer, but the name of the bidder who has submitted the lowest Final Price Offer at any point of time will not be displayed. A bidder shall have to put its Final Price Offer below the displayed lowest bid by a decrement of a minimum of 0.5% or multiple thereof of **Net Sale Proceeds** of per tonne of coal or multiples thereof to become the lowest bidder. Further bidders will be unable to make exorbitantly low bids and the next lowest bid will be limited to 50% of the previous Final Price Offer. The Reverse Auction process will have a scheduled start and close time which will be displayed on screen. The initial duration for the Reverse Auction process shall be 1 hour. A bidder will be able to put its Final Price Offer after the start of bid time and till the close time of the Reverse Auction. The current server time (IST) will also be displayed on the screen. In the event a bid is received during the last 10 (Ten) minutes before the scheduled close time of Reverse Auction, the close time of the Reverse Auction will be automatically extended by 10 (Ten) minutes from the last received bid time to give equal opportunity to all other bidder participating in the Reverse Auction. This process of auto extension will continue till there is a period of 10 (Ten) minutes during which no Final Price Offer is received. During the tender process for electronic bidding, the bidder shall be required to sign their bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for bid submission by the system. Bidders in their own interest are advised to get themselves acquainted with the entire Tender cum Reverse Auction process of CPP Portal. No complaints shall be entertained in this regard at any stage.

- 8.6.2 The RFP of the Project and all the further updates, notices, amendments, clarifications etc. shall be available on the website <https://eprocure.gov.in/eprocure/app>. under 'GOA INDUSTRIAL DEVELOPMENT CORPORATION LTD'.
- 8.6.3 The "Bidding Documents" or "RFP Documents" include Volume-I: Request for Proposal, Volume-II: Appendix to RFP, Volume-III: Mine Dossier of Dongri Tal- II (Phase – I) as received from Ministry of Coal. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.
- 8.6.4 Bidder will be required to upload EMD whose format has been provided in Appendix No 5 of Volume – II.
- 8.6.5 Bidder will also be required to submit the Bidding Documents along with the Application, each page of which shall be duly signed by its authorized signatory.
- 8.6.6 Bidders are advised and invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications together with all required documents towards submission of documents as required in clause 4 of this document. A pre-bid conference / meeting will be held, and the date, time and venue for the same would be communicated later to the Bidders.
- 8.6.7 The Bidders whose Qualification Application is evaluated as per the method of evaluation and found to be sufficient and whose bid is found to be satisfactory by GOA-IDC would be eligible for Reverse Auction. Please refer to clause 6 of Volume-I for details related to Financial Proposal.

## 9 Scope of Work

The following activities have been envisaged for being taken up by the MDO for the development & operation of Dongri Tal – II (Phase –I) Open Cast Coal Mining Project at their own cost:

- 1) Civil Survey for demarcating block boundary and erecting boundary pillars including contouring.
- 2) Slope Stability Study, Hydro geological study including conducting pumping test for obtaining aquifer parameters & make of water of the mine.
- 3) The MDO shall undertake the development and operation of the mine for a period as envisaged under the terms of the Bid Document and the Coal Mining Agreement.
- 4) The MDO shall design, develop, operate and maintain the mine at the Peak Production Capacity as per the approved mining plan and to ensure a regular supply of contracted quantity and specified quality and size of coal at the Delivery Point.
- 5) Any ramp up in production shall be maintained by the MDO accordingly. However, if the ramp-up of production exceeds the contracted capacity, the same Composite Mining Fee shall be payable for the additional capacity which is payable for the Contracted Capacity.
- 6) The MDO shall carry out operation and maintenance of the proposed Railway Sidings for Dispatch of coal to GOA-IDC's Customers from the Delivery Point(s).
- 7) The MDO shall be responsible for making arrangements for evacuation of coal i.e. construction of necessary roads, culverts, bridges as per the Mining Plan along with the conveying system and its associated infrastructure, for transportation of Coal from mine pit to the proposed Railway Siding at Gajra Behera Railway Station / Ex-Mine Railway siding , loading into railway wagons including weighment of coal carrying tippers and railway wagons. The Surface Transportation Charge for delivery of coal upto Gajara Bahara Railway Siding shall be borne by MDO initially. GOA-IDC will charge the same to the coal consumer as per prevalent rates of NCL / CIL, which shall be reimbursed to MDO from the Escrow Account after realization of payments from coal consumers. The MDO shall also provide adequate security arrangements from mine pit upto the delivery point(s) to prevent theft and pilferage of coal enroute.

The MDO shall be responsible for supply of Coal at Delivery Point as per the requirement of GOA-IDC. GOA-IDC shall be responsible for placing timely indents to concerned railway authorities and MDO shall be responsible for smooth supply of rakes. All demurrages at the loading end, under loading & overloading charges levied by railways shall be borne by the MDO. In case of delay in commissioning of

Gajra Behera Railway Siding, coal from the Coal Stockyard shall be transported by the respective Coal Customers through road upto their Destination Points at their own risk and costs.

- 8) Necessary permissions, clearances, NoC etc. required will be obtained by MDO for the same.
- 9) The scope shall include but not be limited to excavation of various rocks/earth, cutting, loading, transportation, dumping, dozing, back filing and leveling of OB at pre-designated dump sites, to ensure progressive and final mine closure, handling including reclamation, commensurate to the agreed Monthly / Quarterly / Half yearly / Annual Plans maintaining a proper mine geometry and bench profile.
- 10) The MDO shall maintain a state-of-the-art fleet of HEMMs (Excavators, Dumpers, Loaders, Surface Miners & all other ancillary equipment) of adequate size and numbers (not less and/or inferior than as prescribed in the Mining Plan) in good working condition through owning / hiring / leasing for achieving the objective throughout the life of the project/ contract period in line with Article 47 of Coal Mine Agreement. The equipment should not be older than 02 (Two) years.
- 11) MDO shall always maintain sufficient coal exposure to facilitate deployment of Surface Miners to produce quantity & quality of coal as per CMA. The MDO shall transport the coal mined by Surface Miners from the face up to the Coal stacking area and then to the designated Railway Siding & load them into wagons, as per pre-agreed dispatch programme for supplying at the Delivery Point.
- 12) MDO shall carry out the diversion of Nalla, High Tension Lines and any other obstructing infrastructures/utilities/roads present on the block area including construction of embankment at its own expenses as per convenience of the utilities concerned.
- 13) MDO shall design, procure, commission, operate & maintain all related infrastructure facilities as per the Mining Plan, like coal transportation roads, culverts bridges, conveyor system, conveyor system, CHP, Plant & Equipment, Workshop, Electrical Substations along with power distribution system and feeder power, industrial and drinking water supply facilities including water treatment plant, Effluent treatment plant, Reverse Osmosis (RO) plant, Explosive storage Magazine, Diesel dispensing units and lubricants pumping arrangements, haul road maintenance etc.
- 14) The MDO shall abide by all statutory and safety rules, regulations/circulars/Code of Practices and laws as applicable from time to time including but not limited to those related to the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1970, Employment of Children Act 1938,

Mineral (Other than Atomic & Hydro Carbon Energy Minerals) Concession Rule 2016, Mineral Conservation and Development Rules 2017 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. MDO shall necessarily follow all safety regulations as prescribed in law and as per prudent commercial and industrial practice.

- 15) MDO shall submit the detail engineering drawings, general arrangement drawings for mechanical, equipment, structural, civil, dust suppression, power supply, water supply etc. along with design calculations, technical specifications of CHP including silo at loading point and all civil constructions & amenities in the R&R colony, all buildings of GOA-IDC including statutory buildings, township required for employees of MDO and other service & welfare buildings as mentioned in the Mining Plan/R & R plan to GOA-IDC for their approval before taking up any such construction (if required).
- 16) MDO shall prepare a time-bound Action Plan for commencement of coal production and attainment of the peak rated capacity in the shortest possible time. It shall promptly obtain all required approvals from various Central and State Government authorities, including but not limited to Ministry of Coal, Ministry of Environment, Forest & Climate Change, Directorate General of Mines Safety, Coal Controller's Organization, Regional Controller of Explosives, State Pollution Control Board, District Administration, Railway Authorities, Electrical authorities and such other agencies whose approvals are mandatory for mine development and operation; GOA-IDC will only facilitate by submitting the required applications and responsibility to get all clearances will lie with the MDO.
- 17) MDO shall initiate the process to acquire balance land and take physical possession of total land and R&R of PAFs/PDPs of total land required for the project expeditiously. MDO shall also take immediate steps for development of site for Rehabilitation and arrange for speedy shifting of project affected people/families.
- 18) Obtaining and maintaining of all the required approvals, clearances and permissions from various Central/ State government departments/ authorities and such other agencies whose approvals are mandated for mine development and operation, shall be the responsibility of the MDO.
- 19) MDO shall also arrange for proper telecommunication facilities including portable wireless sets, GPS system for transportation of coal, pollution monitoring & control equipment, survey equipment and software (Minex or its equivalent, AutoCAD, MS Project etc), PC, software & peripherals, CCTV for security and surveillance multishots exploder with continuity tester, Dispensary equipment, Ambulance etc. which may be required for smooth running of the project.
- 20) MDO shall also at all times maintain adequate ground stock as per the Mining Plan/Coal Mining Agreement to ensure continuous dispatch of coal from mine to the delivery point(s).



- 21) The sampling of coal on rake to rake basis will be done at the Delivery Point and analysis of coal samples collected & prepared as per relevant IS specifications will be done at the GOA-IDC's laboratory(ies). MDO shall depute its representative to witness the same.
- 22) The MDO shall establish a Coal testing laboratory at the mine end for checking and ensuring proper quality of coal being extracted and dispatched. Documented cost of construction of Coal testing laboratory shall be reimbursed by GOA-IDC to MDO upon certification by Independent Engineer
- 23) The MDO shall construct mine haul roads of adequate width which shall be properly graded and repaired as a continuous ongoing process to ensure safe movement of trucks & other vehicles.
- 24) The MDO shall set up and maintain diesel oil, lubricant storage facility in which fuel stock shall be maintained to sufficient level so that the mine operation should be carried out uninterruptedly.
- 25) MDO shall be responsible for safe transportation, handling and use of Explosives and accessories at its own expenses. The explosive license and other permits and licenses shall be obtained by the MDO in the name of GOA-IDC. Further, MDO shall construct and maintain the explosive magazine as per norms and design of Indian Explosive Rules and other guidelines issued by various authorities at its own cost.
- 26) MDO shall be responsible for procurement, Transportation, storage of Explosives and blasting accessories. MDO will bear the cost on account of it. MDO shall maintain the record of issue of explosives as per statute and MDO shall maintain the required record of use of explosives for checking the same by GOA-IDC or any other statutory agency whenever required.
- 27) The entire project area shall be adequately illuminated for safety and security by the MDO as per standard of DGMS guidelines.
- 28) The MDO shall ensure that no medically unfit or untrained persons are deployed by him or any of his sub-contractors. For this purpose, a Vocational Training Center (VTC) shall be set up by MDO as required under VTC Rules.
- 29) The MDO shall appoint a qualified Medical Practitioner for initial and periodic medical checkup as per relevant statute and also to take proper healthcare measures for the personnel employed by him. First Aid Centre (Dispensary) shall be constructed by MDO.
- 30) The MDO shall be responsible for the security of the premises (Mine site, Railway siding etc) and take all measures for prevention of theft of any material including coal, explosives, diesel etc. from the mine and in transit up to the Railway siding / Delivery Point.
- 31) The MDO shall provide for adequate firefighting system to deal with all types of fires particularly at vulnerable places
- 32) The MDO shall be responsible for coal conservation to the maximum extent by adhering to the approved Mining Plan.
- 33) The MDO shall be responsible for storm water drainage, detailed preparation for

monsoon season well in advance of commencement of monsoon season each year during the validity of the contract, not only to maintain desired level of production but also to prevent drowning of equipment & faces. MDO shall carry out regular mine dewatering and pumping of mine water at its own cost. MDO shall treat the mine water into an effluent treatment plant before discharging it to any nalla/water body at their own cost.

- 34) It will be the sole responsibility of the MDO to take care of development and maintenance of residential facilities for his Personnel, with adequate electrification, potable drinking water, sewerage & other welfare amenities at its own expenses.
- 35) MDO shall undertake all activities as may be prescribed under the Mine Closure Plan.
- 36) The MDO shall develop, construct and constantly maintain the utilities/facilities at the mine and augment/modify the same as per the requirement of the project, including electricity, communications, water (Industrial water & Drinking water), accommodation, mess/ canteen facilities, any temporary infrastructure (in case erection of any permanent infrastructure gets delayed) at its own cost and also pay for all charges for metering, connection and consumption of those utilities. The MDO shall also arrange for the supply of all utilities like water, power etc. as required by manpower of GOA-IDC at the mine.
- 37) The MDO shall be responsible for acquisition of the required land for the project and taking physical possession of the land.
- 38) The MDO shall be responsible for Rehabilitation and Resettlement (R&R) of the PAFs/ PDPs as per the approved R & R Policy of the State/ Central Government or as agreed for the purpose.
- 39) The MDO shall be required to comply with the Corporate Social Responsibility (CSR) norms and activities there under, as may be prescribed by the Government of India/Madhya Pradesh State Government/ Local Body.
- 40) Any other activity incidental to, or in relation with the works/activities required to be carried out /made to be carried out, related to Dongri Tal – II (Phase – I) Coal Mining Project, not explicitly mentioned in the Bid Document and/or Coal Mining Agreement, shall have to be carried out/made to be carried out by the MDO at its own cost and expenses.
- 41) MDO shall provide, within the mine premises, an appropriately sized and furnished office space and guest house for GOA IDC for better coordination between the MDO and Goa IDC
- 42) Any other activities, works, obligations, roles and responsibility pertaining to successful execution of project and as mentioned in this Bid Document and the CMA.

Detailed obligations of Mine Developer and Operator is given in Schedule P of Coal Mining Agreement.

**APPENDIX 1**  
**FORMAT OF THE COVERING LETTER FOR BID**

*(Applicable for Bidder which is a bidding Company or Bidding Group or Bidding Consortium - to be submitted by the Bidder on its letterhead (in case of Consortium- on the letterhead of the Lead Member Company)*

Bidder's proposal ref. no. [\_\_\_\_\_]

Date: [\_\_\_\_\_]

From : \_\_\_\_\_

Bidder's Name and Address : \_\_\_\_\_

Details of Authorized Signatory : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Telephone Nos. : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Email address : \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

**Sub: Selection of Mine Developer and Operator for Development, and Operation of Dongri Tal - II (Phase - I) Coal Mine**

1. I, [\_\_\_\_\_] on behalf of the [\_\_\_\_\_] Bidder hereby confirm that pursuant to the notice inviting tender dated, [\_\_\_\_\_] bearing number ("Notice Inviting Tender") [\_\_\_\_\_] issued by GOA - IDC, the Bidder [\_\_\_\_\_] has purchased the Bid Document and is interested in submitting the Bid and performing the scope of work as detailed in the Bid Document and Coal Mining Agreement, in the event the Bidder [\_\_\_\_\_] is declared to be the Successful Bidder.

2. The Bidder [\_\_\_\_\_] hereby submits the Bidder's Project Proposal in respect of development, and operation of Dongri Tal - II (Phase - I) coal mine in response to the Notice Inviting Tender and the Bid Document, the receipt of which is hereby acknowledged.

3. [\_\_\_\_\_] being a [\_\_\_\_\_] duly incorporated under the laws of [\_\_\_\_\_] and having its registered office/ principal place of business at [\_\_\_\_\_] (hereinafter referred to as the "**Bidder**") is hereby applying **as a Bidding Company**.

I confirm on behalf of the Bidder that the Bidder has examined and understood the terms and conditions stipulated in the Bid Document, CMA and subsequent Corrigenda, if any, issued by GOA - IDC and confirm that the enclosed Project Proposal is in conformity with the requirements stipulated in the Bid Document, CMA and subsequent Corrigenda.

OR

[\_\_\_\_\_] being a [\_\_\_\_\_] duly incorporated under the laws of [\_\_\_\_\_] and having its registered office/ principal place of business at [\_\_\_\_\_] (hereinafter referred to as the "**Bidder**") is hereby applying **by taking strength of its direct [Subsidiary and / or Holding Company]**. The Bidder is applying on the [financial strength / technical expertise] of its direct [Subsidiary and / or Holding Company].

In addition to the Bidder, the entity forming a part of the Bidding Group is:

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<sup>1</sup> Insert name of the Bidder.

<sup>2</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>3</sup> Insert the name of the jurisdiction in which the company/society is incorporated, if applicable.

<sup>4</sup> Insert name of the Bidder.

<sup>5</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>6</sup> Insert the name of the jurisdiction in which the company is incorporated, if applicable.

<sup>7</sup> Retain as applicable.

<sup>8</sup> Retain as applicable.

<sup>9</sup> Retain as applicable

(i) [\_\_\_\_\_]<sup>10</sup>, being a [\_\_\_\_\_],<sup>11</sup> duly incorporated under the laws of [\_\_\_\_\_]<sup>12</sup> and having its registered office/ principal place of business at [\_\_\_\_\_]<sup>13</sup>.

(ii) [\_\_\_\_\_]<sup>14</sup>, being a [\_\_\_\_\_],<sup>15</sup> duly incorporated under the laws of [\_\_\_\_\_]<sup>16</sup> and having its registered office/ principal place of business at [\_\_\_\_\_]<sup>17</sup>.

I confirm on behalf of the Bidder and its, direct [Subsidiary and / or Holding Company]<sup>18</sup> that, the Bidder and it's, direct [Subsidiary and / or Holding Company]<sup>19</sup> have examined and understood the terms and Conditions stipulated in the Bid Document, CMA and subsequent corrigendum, if any, issued by GOA - IDC and confirm that the enclosed Project Proposal is in conformity with the requirements stipulated in the Bid Document, CMA and subsequent Corrigenda.

**OR**

The Bidder, being a Bidding Consortium namely [\_\_\_\_\_]<sup>20</sup> is hereby applying under Consortium route and confirms that the Bidding Consortium consists of the following 2 (two) Member Companies:

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<sup>10</sup>Insert name of the Member Company.

<sup>11</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>12</sup> Insert the name of the jurisdiction in which the company/society is incorporated.

<sup>13</sup>Insert address.

<sup>14</sup>Insert name of the Member Company.

<sup>15</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>16</sup> Insert the name of the jurisdiction in which the company/society is incorporated.

<sup>17</sup>Insert address.

<sup>18</sup>Retain as applicable

<sup>19</sup>Retain as applicable

<sup>20</sup> Insert name of the Consortium

- (i) [\_\_\_\_\_]<sup>21</sup>, being a [\_\_\_\_\_]<sup>22</sup> duly incorporated under the laws of [\_\_\_\_\_]<sup>23</sup> and having its registered office/ principal place of business at [\_\_\_\_\_]<sup>24</sup>, being the Lead Member Company;
- (ii) [\_\_\_\_\_]<sup>25</sup>, being a [\_\_\_\_\_]<sup>26</sup> duly incorporated under the laws of [\_\_\_\_\_]<sup>27</sup> and having its registered office/ principal place of business at [\_\_\_\_\_]<sup>28</sup>, being the Other Member company.

*I confirm on behalf of the Bidder, that the Bidder has examined and understood the terms and conditions stipulated in the Bid Document, CMA and subsequent Corrigendum, if any, issued by GOA - IDC and confirm that the enclosed Project Proposal is in conformity with the requirements stipulated in the Bid Document, CMA and subsequent Corrigenda.*

4. *I confirm on behalf of the Bidder, that the Bidder has submitted all original and attested documents i.e. EMD, Power of Attorney, Board Resolutions, [Joint Operating Agreement / Consortium Operating Agreement]<sup>29</sup> along with other documents, required to be submitted as part of Project Proposal in physical copy to GOA - IDC in a separate sealed envelope(s) and confirm that the same was delivered to GOA - IDC, in addition to uploading a soft (Scanned) copy of the (Original and Attested) same on the E-Portal.*
5. *I confirm on behalf of the Bidder, that the Bidder is in compliance with all the provisions set out in the Bid Document, CMA and subsequent Corrigenda.*

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<sup>21</sup>Insert name of the Member Company

<sup>22</sup>Insert the nature of the entity (i.e. company, society etc.)

<sup>23</sup> Insert the name of the jurisdiction in which the company/society is incorporated.

<sup>24</sup> Insert address.

<sup>25</sup> Insert name of the member company.

<sup>26</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>27</sup> Insert the name of the jurisdiction in which the company/society is incorporated.

<sup>28</sup> Insert address.

<sup>29</sup> Strike off which is not applicable

6. *I confirm on behalf of the Bidder, that the information submitted by the Bidder is complete and accurate and GOA - IDC may rely on the same.*
7. *I confirm on behalf of the Bidder, that the Bidder understands that it is solely responsible for any errors or omissions in the Bid and acknowledge that GOA - IDC has the right to verify the information furnished in this Bid.*
8. *I confirm on behalf of the Bidder, that the Bidder acknowledges that the Bid could be rejected by GOA - IDC if any claim made or information provided is found to be incorrect or misleading.*
9. *I confirm on behalf of the Bidder, that in the event the Letter of Award (LoA) is issued to the Bidder, upon its acceptance by the Bidder, the Bidder shall incorporate a Project Company (Mine Developer and Operator) and execute the Coal Mining Agreement as specified in the Bid Document, commence the work immediately upon receipt of Letter of Award and complete all its obligations as per the terms of the Bid Document, Coal Mining Agreement and the Corrigendum (if any).*
10. *I confirm on behalf of the Bidder, that in the event the Letter of Award is issued to the Bidder, the Bidder shall ensure that the Mine Developer and Operator shall provide the "Performance Bank Guarantee" "Additional Performance Bank Guarantees" , "JOA Bank Guarantees" (as applicable) in accordance with the provisions of the Bid Document and the Coal Mining Agreement.*
11. *I confirm on behalf of the Bidder, that the Bid submitted by the Bidder shall be valid for a minimum period of 90 (Ninety ) days from the last date of Bid Submission or any extension thereof as requested by GOA - IDC.*
12. *I confirm on behalf of the Bidder, that the Bidder acknowledges that if the Letter of Award is issued to the Bidder and if at any point after the issuance of the Letter of Award, if any of the information, undertakings, declarations given herein are found to be incorrect, misleading, false, then GOA - IDC shall have the full right to terminate the Coal Mining Agreement and take any action as per Applicable Laws for breach of contract including*

*appropriation of the Bid Security and/or the Performance Security and/or Additional Performance Security . and/or JOA Performance Security(as applicable).*

13. *I confirm on behalf of the Bidder, that only the persons or firms interested in this Bid as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this Bid or in the Coal Mining Agreement to be entered into if the Letter of Award is issued to the Bidder.*
14. *I confirm on behalf of the Bidder, that this Bid is being submitted in good faith, without any connection with any other person or firm and without any collusion or fraud.*
15. *Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Bid Document.*

*Thanking you.*

*Yours faithfully,*

*Authorized Signature:*

*Name and Title of Authorized Signatory:*

*Round Seal:<sup>30</sup>*

*Designation:*

*Date:*

*Place:*

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<sup>30</sup> Retain as applicable.



**APPENDIX 2:**  
**FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL**  
**FOR BIDDING AS BIDDING COMPANY**

*(The covering letter is required to be submitted by the Bidder on its letterhead)*

Bidder's proposal ref. no. [\_\_\_\_\_]

Date: [\_\_\_\_\_]

From : \_\_\_\_\_

Bidder's Name and Address : \_\_\_\_\_

Details of Authorized Signatory : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Telephone Nos. : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Email address : \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

**Sub: Project Proposal for selection of a Mine Developer and Operator for development, marketing and operation of Dongri Tal - II (Phase - I) Coal Mine.**

1. [\_\_\_\_\_] <sup>31</sup> being a [\_\_\_\_\_] <sup>32</sup> duly incorporated under the laws of [\_\_\_\_\_] <sup>33</sup> and having its registered office/ principal place of business at [\_\_\_\_\_] (hereinafter referred to as the "**Bidder**") is hereby applying as a **Bidding Company**.

---

<sup>31</sup> Insert name of the Bidder

<sup>32</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>33</sup> Insert the name of the jurisdiction in which the company/society is incorporated

2. *I confirm on behalf of the Bidder, that the Bidder has examined and understood the Technical Criteria and Financial Criteria stipulated in Clause 4.1 and Clause 4.2 respectively of the Bid Document and confirm that the Bidder's Project Proposal is in conformity with other provisions of the Bid Document.*

**PART A – TECHNICAL CRITERIA**

<sup>34</sup>*[I confirm on behalf of the Bidder, that the Bidder under an MDO Contract ,or as Mine owners in the preceding 10 Financial years reckoned from the original date of opening of the Qualification bids, has fulfilled the criteria of the **Development** and **Operation** of single coal/ lignite mine having Geological Reserves of at least 47 Million Tonnes and produced at least 2.9 Million Tonne of coal/lignite in any one financial year from the same mine.*

*In support of meeting the above mentioned Technical Criteria, the Bidder submits, the following qualification data and details along with documentary evidence:]*

<b>SN</b>	<b>Particulars<sup>35</sup></b>	<b>Mine details</b>
1	Name of the mine	
2	Location of the mine in detail	
3	Details of mine owner with contact details	
4	Mining Contract reference number and date.	
5	Mineral produced	Coal/ lignite*
6	Peak Annual Production capacity of the mine (MTPA)	
7	Whether the Bidder has achieved the total production of at least 2.9 MTPA coal/lignite from one mine	
8	The scope of work includes the following activities of development of Coal/lignite mine: [ _____ ]	

<sup>34</sup> Retain as applicable

<sup>35</sup> Retain as applicable wherever (\*) has been provided

a	<i>[Land acquisition / assisted in Land Acquisition]</i> <sup>36</sup>	Yes / No*  Commenced on : <hr/> Completed on <hr/> —
b	<i>[Land acquisition / assisted in Land Acquisition]</i> <sup>37</sup> carried out on our own or through Subcontracting	Our own / Subcontracting
c	<i>[Rehabilitation &amp; Resettlement / assisted in Rehabilitation &amp; Resettlement]</i> <sup>38</sup>	Yes / No*  Commenced on : <hr/> Completed on <hr/> —
d	<i>[Rehabilitation &amp; Resettlement / assisted in Rehabilitation &amp; Resettlement]</i> <sup>39</sup> carried out on our own or through Subcontracting	Our own / Subcontracting
e	<i>[Statutory clearances / assisted in statutory clearances ]</i> <sup>40</sup>	Yes / No*
f	<i>[Statutory clearances / assisted in statutory clearances]</i> <sup>41</sup> on our own or through Subcontracting	Our own / Subcontracting

<sup>36</sup> Retain as applicable

<sup>37</sup> Retain as applicable

<sup>38</sup> Retain as applicable

<sup>39</sup> Retain as applicable

<sup>40</sup> Retain as applicable

<sup>41</sup> Retain as applicable

g	<i>Infrastructure development</i>	Yes / No*  <u>Commenced on :</u>  Completed on _____
h	<i>Infrastructure developed on our own or through Subcontracting (Construction &amp; Commissioning of Railway line and siding, workshop, residential building, etc.)</i>	Our own / Subcontracting
9	<i>The scope of work includes the following activities of operation of the Mine :</i>	
a	<i>Drilling and blasting</i>	Yes / No*
b	<i>Carried out drilling and blasting on our own or through Subcontracting</i>	Our own / Subcontracting
c	<i>Hauling</i>	Yes / No*
d	<i>Carried out hauling on our own or through Sub- contracting</i>	Our own / Subcontracting
e	<i>Excavated the stipulated overburden and coal/lignite.</i>	Yes / No*
f	<i>Excavated the stipulated overburden and coal/lignite on our own or through Sub- contracting</i>	
10	<i>Period of production of Coal/lignite</i>	From [ ] To [ ]
11	<i>Coal/lignite produced in MT</i>	

*<sup>42</sup>In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.1, the Bidder hereby submits the following documentary evidence as set out in Clause 4.4 of the Bid Document:*

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<sup>42</sup> For Bidding Group and Consortium, Bidder to submit documents in relation to the Group Company and Member Companies respectively on the basis of whose technical expertise, the Bid is being submitted.

- a) *Agreements/Work Orders including MDO Contract agreements and the joint venture/consortium/SPV agreement,*
- b) *Copy of Approved Mining Plans/Scheme,*
- c) *Certificate(s) of production of Coal/Lignite and OB issued by Mine Owner.*
- d) *In Case of Mine Owner, the bidder shall submit a copy of annual return in respect of production of Coal/Lignite and OB submitted to Office of Coal Controller.*
- e) *For the purpose of experience of Development as required under Clause 4.1.2, the work completion certificate issued by Mine owner in case of MDO & in case of mine owner supporting documents related to mine development activities including vesting order, copy of statutory clearances, evidence of Land Acquisition, R & R and construction of infrastructure facilities as defined under Clause 4.1.*
- f) *For the purpose of experience of Operation as required under Clause 4.1.3, the Bidder shall submit the copy of work order and work execution certificate, Certificate(s) of production of Coal/Lignite and OB issued by Mine owner/Joint Venture Company in case of MDO & in case of mine owner supporting documents as indicated in clause 4.4.1(d) above*
- g) *Certificate from the current Statutory Auditor of the Bidder certifying the above.*
- h) *Notarized and Apostilled Documents: With respect to foreign documents submitted by the Bidder, GOA-IDC shall require such documents to be super legalized or, as appropriate, apostilled pursuant to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 1961. The procedure for attestation/apostille of various documents have been clearly defined step by step, at this link:<http://mea.gov.in/apostille.htm>*
- i) *Any other additional document as desired by GOA – IDC to substantiate above credentials eg. TDS certificate/proof of payments etc.*

#### **PART B – FINANCIAL CRITERIA**

1. *I confirm on behalf of the Bidder, that the Bidder meets the Financial Criteria set out in Clause 4.2 of the Bid Document, details of which are provided below:*

##### ***(a) Turnover***

*I confirm on behalf of the Bidder that:*

- 4) *The Bidder's Annual Turnover in any of the preceding three (3) **Financial Years** as on the original scheduled date of Bid opening, i.e.2019-20, 2018-19, 2017-18 was [\_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_]<sup>43</sup> respectively in the Bidder's currency thereby meeting the Financial Criteria of average annual Turnover i.e. at least **INR463.20 Crores (Indian Rupees Four Hundred Sixty Three Crores and Twenty Lakhs only)***

**(b) Net worth**

- 1) *I confirm on behalf of the Bidder that: the Bidder's Net worth, as on the last date of the last Financial Year from the original schedule date of date opening i.e., 2019-20 was [\_\_\_\_\_]44 in the Bidder's currency is thereby meeting the Financial Criteria of Net worth i.e. at least positive net worth*

**(c) Line of credit**

- 1) *I confirm on behalf of the Bidder that <sup>45</sup>the Bidder's Line of Credit is [\_\_\_\_\_]46 in the Bidder's currency[\_\_\_\_\_]47 on a date not earlier than 15 days prior to the original schedule date of Techno-Commercial bid opening, thereby meeting the Financial Criteria of Line of Credit of at least **INR INR 231.60 Crores (Indian Rupees Two Hundred Thirty One Crores and Sixty Lakhs Only)** or equivalent foreign currency.*

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<sup>43</sup>Bidder to specify Turnover details in Bidder's currency.

<sup>44</sup>Bidder to specify Turnover details in Bidder's currency.

<sup>45</sup>Retain as applicable

<sup>46</sup>Insert details in Bidder's currency.

<sup>47</sup>Insert details in INR Crore.

The details are as under<sup>48</sup>

<b>Amount / Balance as on _____ (in Crore)</b>					
<b>Name of the Bank</b>	<b>Unutilised line of credit for fund based and non fund based limits in Bidder's Currency (1)</b>	<b>Cash and bank balances in Bidder's Currency (2)</b>	<b>Fixed Deposits in Bidder's Currency (3)</b>	<b>Total Unutilised line of credit</b>	
				<b>In Bidder's Currency (1+2+3)</b>	
<i>Banker 1</i>					
<i>Banker 2</i>					
<i>Banker 3</i>					
<i>Total</i>					
<i>Date of certificate from the Banks in respect of unutilised line of credit, a copy of which is enclosed</i>					

*In case certificates from more than one bank are submitted, the certified limits are of the same date from all such banks.*

2. *In support of the Bidder's compliance with the Financial Criteria above, the Bidder hereby submits the following documentary evidence as set out in Clause 4.4 in the Bid Document:*
  - e) *Annual Reports for the relevant Financial Years,*
  - f) *Certificate from the current Statutory Auditor of the Bidder along with breakup of the calculations of Turnover and Networth.*
  - g) *Certificate in support of Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of opening of Bids, duly certified by its bankers.*

<sup>48</sup>Bidder to state the name and address of its bankers. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

3. *I confirm on behalf of the Bidder, that the Bidder's direct or indirect Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of Holding Company do not have any Conflict of Interest with any other company participating in this Bidding process.*
4. *I confirm on behalf of the Bidder, that the Bidder acknowledges that notwithstanding anything stated above, GOA - IDC reserves the right to assess the Bidder's capabilities and capacity to perform the Scope of the Project, should the circumstances warrant such assessment in the overall interest of GOA - IDC.*
5. *Capitalized terms not defined but used in this covering letter shall have the meaning ascribed to them in the Bid Document issued by GOA - IDC.*

*Thanking you.*

*Yours faithfully,*

*Authorized Signature:*

*Name and Title of the Authorized Signatory:*

*Round Seal<sup>49</sup>:*

*Designation:*

*Date:*

*Place:*

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<sup>49</sup> Retain as applicable.



**APPENDIX 3:  
FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL  
FOR BIDDING AS BIDDING GROUP**

*(The covering letter is required to be submitted by the Bidder on its letterhead)*

Bidder's proposal ref. no. [\_\_\_\_\_]

Date: [\_\_\_\_\_]

From : \_\_\_\_\_

Bidder's Name and Address : \_\_\_\_\_

Details of Authorized Signatory : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Telephone Nos. : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Email address : \_\_\_\_\_

To,

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

Dear Sir,

**Sub: Project Proposal for selection of a Mine Developer and Operator for development, and operation of Dongri Tal - II (Phase - I) Coal Mine.**

1. [\_\_\_\_\_] <sup>50</sup> being a [\_\_\_\_\_] <sup>51</sup> duly incorporated under the laws of [\_\_\_\_\_] <sup>52</sup> and having its registered office/ principal place of business at [\_\_\_\_\_]

*(Herein after referred to as the "Bidder") is hereby applying as a Bidding Group.*

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<sup>50</sup> Insert name of the Bidder

<sup>51</sup> Insert the nature of the entity (i.e. company, society etc.)

<sup>52</sup> Insert the name of the jurisdiction in which the company is incorporated

The Bidder is applying on the [technical expertise / financial strength]<sup>53</sup> of its direct [Subsidiary and / or Holding Company]<sup>54</sup>.

2. For meeting the requirement of Clause 4.1(2) and 4.2<sup>55</sup> of the following Company.

<b>SN</b>	<b>Name of the Entity forming a part of the Bidding Group</b>	<b>Address of Principal place of operation</b>	<b>Status of the Entity with respect to Bidder</b>
1			Bidder
2			Direct Subsidiary/Holding Company <sup>56</sup> (herein referred as <b>Group Company</b> )
3			Direct Subsidiary/Holding Company <sup>57</sup> (herein referred as <b>Group Company</b> )

Bidder along with its Group Company(ies) is referred to as the Bidding Group.

3. I confirm on behalf of the Bidder, that the Bidder has examined and understood the Technical Criteria and Financial Criteria stipulated in Clause 4.1 and Clause 4.2 of the Bid Document and confirm that the Bidder's Proposal is in conformity with the Bid Document.

**PART A- TECHNICAL CRITERIA**

1. Details in support of meeting the Technical Criteria mentioned at Clause 4.1 of the Bid Document.

<sup>53</sup> Retain as applicable.

<sup>54</sup> Retain as applicable.

<sup>55</sup> Retain as applicable.

<sup>56</sup> Retain as applicable.

<sup>57</sup> Retain as applicable.

<sup>58</sup>[I confirm on behalf of the Bidder, that the Bidder under an MDO Contract, or as Mine in proceeding 10 Financial years reckoned from the original date of opening of the Qualification bids, has fulfilled the criteria of the **Development and Operation** of single coal/ lignite mine having Geological Reserves of at least 47 Million Tonnes and produced at least 2.9 Million Tonne of coal/lignite in any one financial year from the same mine.

In support of meeting the above mentioned Technical Criteria, the Bidder submits, the following qualification data and details along with documentary evidence:]

<b>SN</b>	<b>Particulars<sup>59</sup></b>	<b>Mine details</b>
1	Name of the mine	
2	Location of the mine in detail	
3	Details of mine owner with contact details	
4	Mining Contract reference number and date.	
5	Mineral produced	Coal/ lignite*
6	Peak Annual Production capacity of the mine (MTPA)	
7	Whether the Bidder has achieved the total production of atleast 2.9 MTPA coal/lignite from one mine	
8	The scope of work includes the following activities of development of Coal/lignite mine: [ _____ ]	
A	[Land acquisition / assisted in Land Acquisition] <sup>60</sup>	Yes / No*  Commenced on :  Completed on :

<sup>58</sup> Retain as applicable

<sup>59</sup> Retain as applicable wherever (\*) has been provided

<sup>60</sup> Retain as applicable

B	<i>[Land acquisition / assisted in Land Acquisition]<sup>61</sup>carried out on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
C	<i>[Rehabilitation &amp;Resettlement / assisted in Rehabilitation &amp; Resettlement]<sup>62</sup></i>	<i>Yes / No*</i> <i>Commenced on :</i> <i>Completed on :</i>
D	<i>[Rehabilitation &amp;Resettlement / assisted in Rehabilitation &amp; Resettlement]<sup>63</sup>carried out on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
E	<i>[Statutory clearances / assisted in statutory clearances ]<sup>64</sup></i>	<i>Yes / No*</i>
F	<i>[Statutory clearances / assisted in statutory clearances]<sup>65</sup> on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
G	<i>Infrastructure development</i>	<i>Yes / No*</i> <i>Commenced on :</i> <i>Completed on :</i>
H	<i>Infrastructure developed on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>

<sup>61</sup> Retain as applicable

<sup>62</sup> Retain as applicable

<sup>63</sup> Retain as applicable

<sup>64</sup> Retain as applicable

<sup>65</sup> Retain as applicable

	<i>(Construction &amp; Commissioning of Railway line and siding, workshop, residential building, etc.)</i>	<i>cting</i>
9	<i>The scope of work includes the following activities of operation of the Mine :</i>	
A	<i>Drilling and blasting</i>	<i>Yes / No*</i>
B	<i>Carried out drilling and blasting on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
C	<i>Hauling</i>	<i>Yes / No*</i>
D	<i>Carried out hauling on our own or through Sub- contracting</i>	<i>Our own / Subcontracting</i>
E	<i>Excavated the stipulated overburden and coal/lignite.</i>	<i>Yes / No*</i>
F	<i>Excavated the stipulated overburden and coal/lignite on our own or through Sub- contracting</i>	
10	<i>Period of production of Coal/lignite</i>	<i>From [ ] To [ ]</i>
11	<i>Coal/lignite produced in MT</i>	

<sup>66</sup>*In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.1, the Bidder hereby submits the following documentary evidence as set out in Clause 4.4 of the Bid Document:*

- j) Agreements/Work Orders including MDO Contract agreements and the joint venture/consortium/SPV agreement,*
- k) Copy of Approved Mining Plans/Scheme,*
- l) Certificate(s) of production of Coal/Lignite and OB issued by Mine Owner.*
- m) In Case of Mine Owner, the bidder shall submit a copy of annual return in respect of production of Coal/Lignite and OB submitted to Office of Coal Controller.*
- n) For the purpose of experience of Development as required under Clause 4.1.2, the work completion certificate issued by Mine owner in case of MDO, in case of mine owner supporting documents related to mine development activities including vesting order, copy of statutory clearances, evidence of Land Acquisition, R & R and construction of infrastructure facilities as defined under Clause 4.1.*
- o) For the purpose of experience of Operation as required under Clause 4.1.3, the Bidder shall submit the copy of work order and work execution certificate, Certificate(s) of production of Coal/Lignite and OB issued by Mine owner in case of MDO & in case of mine owner supporting documents indicated in clause 4.4.1(d) above.*
- p) Certificate from the current Statutory Auditor of the Bidder certifying the above.*
- q) Notarized and Apostilled Documents: With respect to foreign documents submitted by the Bidder, GOA-IDC shall require such documents to be super legalized or, as appropriate, apostilled pursuant to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 1961. The procedure for attestation/apostille of various documents have been clearly defined step by step, at this link:<http://mea.gov.in/apostille.htm>*

*And Any other additional document as desired by GOA - IDC to substantiate above credentials eg. TDS certificate/proof of payments etc.*

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<sup>66</sup> For Bidding Group and Consortium, Bidder to submit documents in relation to the Group Company and Member Companies respectively on the basis of whose technical expertise, the Bid is being submitted.

**PART B – FINANCIAL CRITERIA**

1. I confirm on behalf of the Bidder, that the Bidder meets the requirements of Financial Criteria set out in Clause 4.2 of the Bid Document, [based on the strength of its direct Subsidiary and / or direct Holding Company]<sup>67</sup> as per the details furnished below.

**(a) Turnover**

I confirm on behalf of the Bidder that:

The Bidder's Annual Turnover in the any preceding three (3) **Financial Years** as on the original scheduled date of Bid opening, i.e. 2019-20, 2018-19, 2017-18 was [\_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_]<sup>68</sup> respectively in the Bidder's currency thereby meeting the Financial Criteria of average annual Turnover i.e. at least **INR 463.20 Crores (Indian Rupees Four Hundred Sixty Three Crores and Twenty Lakhs only)**

**(b) Net worth**

I confirm on behalf of the Bidder that: the Bidder's Net worth, as on the last date of the last Financial Year from the original schedule date of date opening i.e., 2019-20 was [\_\_\_\_\_] <sup>69</sup> in the Bidder's currency is thereby meeting the Financial Criteria of Net worth i.e. Positive Net Worth

**(c) line of credit**

I confirm on behalf of the Bidder that 70the Bidder's Line of Credit is [\_\_\_\_\_] <sup>71</sup> in the Bidder's currency [\_\_\_\_\_] <sup>72</sup> on a date not earlier than 15 days prior to the original schedule date of Techno-Commercial bid opening, thereby meeting the Financial Criteria of Line of Credit of at least **INR 231.60 Crores (Indian Rupees Two Hundred Thirty One Crores and Sixty Lakhs Only)** or equivalent foreign currency.

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<sup>67</sup> Retain as applicable

<sup>68</sup> Bidder to specify Turnover details in Bidder's currency.

<sup>69</sup> Bidder to specify Turnover details in Bidder's currency.

<sup>70</sup> Retain as applicable

<sup>71</sup> Insert details in Bidder's currency.

<sup>72</sup> Insert details in INR Crore.

The details are as under<sup>7374</sup>.

<i>Amount / Balance as on _____ (in Crore)</i>					
<i>Name of the Bank</i>	<i>Unutilised line of credit for fund based and non fund based limits in Bidder's Currency (1)</i>	<i>Cash and bank balances in Bidder's Currency (2)</i>	<i>Fixed Deposits in Bidder's Currency (3)</i>	<i>Total Unutilised line of credit</i>	
				<i>In Bidder's Currency (1+2+3)</i>	
<i>Banker 1</i>					
<i>Banker 2</i>					
<i>Banker 3</i>					
<i>Total</i>					
<i>Date of certificate from the Banks in respect of unutilised line of credit, a copy of which is enclosed</i>					

OR

*[Letter of Undertaking from Treasury Centre is submitted as Appendix 10 with regards to details provided above for the line of credit.]<sup>75</sup>*

2 *In support of the Bidder's compliance with the Financial Criteria above, the Bidder hereby submits the following documentary evidence as set out in Clause 4.4 in the Bid Document:*

- a) Annual Reports for the relevant Financial Years,*
- b) Certificate from the current Statutory Auditor of the Bidder along with breakup of the*

<sup>73</sup>Bidder to state the name and address of its bankers. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

<sup>74</sup>Date must not be earlier than 15 (fifteen) Days prior to last date of submission of Project Proposal.

<sup>75</sup>Retain if applicable



*calculations of Turnover and Networth.*

- c) *Certificate in support of Unutilised Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of opening of Bids, duly certified by its bankers.*
- 3 *The Bidder has submitted a certified true copy of the Joint Operating Agreement dated [\_\_\_\_\_], as per format provided in (Appendix 6).*
- 4 *I confirm on behalf of the Bidder that, the Bidder, its direct or Indirect [Subsidiary /ies and/or Holding Company/ies or subsidiary/ies of Holding Company]<sup>76</sup>do not have any Conflict of Interest with any other company participating in this Bidding process.*
- 5 *I confirm on behalf of the Bidder, that the Bidder acknowledges that notwithstanding anything stated above, GOA - IDC reserves the right to assess the Bidder's capabilities and capacity, to perform the Scope of the Project, should the circumstances warrant such assessment in the overall interest of GOA - IDC.*
- 6 *Capitalized terms not defined but used in this covering letter shall have the meaning ascribed to them in the Bid Document issued by GOA - IDC.*

*Thanking you.*

*Yours faithfully,*

*Authorized Signature:*

*Name and Title of Authorized Signatory:*

*Round Seal<sup>77</sup>:*

*Designation:*

*Date:*

*Place:*

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<sup>76</sup>Retain as applicable

<sup>77</sup> Retain as applicable

**APPENDIX 4:**  
**FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL**  
**FOR BIDDING AS BIDDING CONSORTIUM**

*(The covering letter is required to be submitted by the Bidder on its letterhead/ letterhead of its Lead member)*

Bidder's proposal ref. no. [\_\_\_\_\_]

Date: [\_\_\_\_\_]

From : \_\_\_\_\_

Bidder's Name and Address : \_\_\_\_\_

Details of Authorized Signatory : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Telephone Nos. : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Email address : \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

**Sub: Project Proposal for selection of a Mine Developer and Operator for development, and operation of Dongri Tal - II (Phase - I) Coal Mine.**

1. The Bidder, being a Bidding Consortium namely \_\_\_\_\_<sup>78</sup>, having its principle place of business at \_\_\_\_\_<sup>79</sup> hereby applies under Consortium route and confirms that one of the members of the consortium has been selected as the Lead Member Company namely \_\_\_\_\_

<sup>78</sup> Insert the name of the consortium.

<sup>79</sup> Insert the principal place of business.

\_\_\_\_\_ <sup>80</sup>, while the Other Member of the Consortium is \_\_\_\_\_ who shall, collectively, be responsible for coordination and successful execution of the Coal Mining Agreement.

2. For meeting the requirement of Clause 4.1 and Clause 4.2 of the Bid Document, the Bidder to seek qualification on the basis of strength and experience of the following entity(ies).

SN	Name of the entity forming a part of the Bidding Consortium	Address of principal place of operation	Status of the Member Company	Percentage Equity Stake in the Consortium
1			Member Company 1 (Lead Member)	
2			Member Company 2 (Other Member Company )	

The Consortium shall consist of maximum 2 (Two ) members including the Lead Member Company and the Other Member Company, the Bidder has submitted a certified true copy of the Consortium Operating Agreement which is in accordance with the format provided in (Appendix 7).

3. I confirm on behalf of the Bidder, that the Bidder has examined and understood the Technical Criteria and Financial Criteria stipulated in Clause 4.1 and Clause 4.2 of the Bid Document and further confirm that its Project Proposal is in conformity with the Bid Document.

<sup>80</sup> Insert the name of the Lead Member Company.

**PART A- TECHNICAL CRITERIA**

**1. Details in support of meeting the Technical Criteria mentioned at Clause 4.1 of the Bid Document:**

*<sup>81</sup>[I confirm on behalf of the Bidder, that the Bidder under an MDO Contract ,or as Mine owners in the preceding 10 Financial years reckoned from the original date of opening of the Qualification bids, has fulfilled the criteria of the **Development and Operation** of single coal/ lignite mine having Geological Reserves of at least 47 Million Tonnes and produced at least 2.9 Million Tonne of coal/lignite in any one financial year from the same mine*

*In support of meeting the above mentioned Technical Criteria, the Bidder submits, the following qualification data and details along with documentary evidence:]*

<b>SN</b>	<b>Particulars<sup>82</sup></b>	<b>Mine details</b>
1	Name of the mine	
2	Location of the mine in detail	
3	Details of mine owner with contact details	
4	Mining Contract reference number and date.	
5	Mineral produced	Coal/ lignite*
6	Peak Annual Production capacity of the mine (MTPA)	
7	Whether the Bidder has achieved the total production of atleast 2.9 MTPA coal/lignite from one mine	
8	The scope of work includes the following activities of development of Coal/lignite mine: [ _____ ]	

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<sup>81</sup> Retain as applicable

<sup>82</sup> Retain as applicable wherever (\*) has been provided

<i>a</i>	<i>[Land acquisition / assisted in Land Acquisition]<sup>83</sup></i>	<i>Yes / No*</i>  <i>Commenced on :</i>  <i>Completed on:</i>
<i>b</i>	<i>[Land acquisition / assisted in Land Acquisition]<sup>84</sup>carried out on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
<i>c</i>	<i>[Rehabilitation &amp; Resettlement / assisted in Rehabilitation&amp; Resettlement]<sup>85</sup></i>	<i>Yes / No*</i>  <i>Commenced on :</i>  <i>Completed on:</i>
<i>d</i>	<i>[Rehabilitation &amp; Resettlement / assisted in Rehabilitation&amp; Resettlement]<sup>86</sup>carried out on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
<i>e</i>	<i>[Statutory clearances / assisted in statutory clearances ]<sup>87</sup></i>	<i>Yes / No*</i>
<i>f</i>	<i>[Statutory clearances / assisted in statutory clearances]<sup>88</sup> on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
<i>g</i>	<i>Infrastructure development</i>	<i>Yes / No*</i>

<sup>83</sup> Retain as applicable

<sup>84</sup> Retain as applicable

<sup>85</sup> Retain as applicable

<sup>86</sup> Retain as applicable

<sup>87</sup> Retain as applicable

<sup>88</sup> Retain as applicable

<i>h</i>	<i>Infrastructure developed on our own or through Subcontracting (Construction &amp; Commissioning of Railway line and siding, workshop, residential building, etc.)</i>	<i>Our own / Subcontracting</i>
9	<i>The scope of work includes the following activities of operation of the Mine :</i>	
<i>a</i>	<i>Drilling and blasting</i>	<i>Yes / No*</i>
<i>b</i>	<i>Carried out drilling and blasting on our own or through Subcontracting</i>	<i>Our own / Subcontracting</i>
<i>c</i>	<i>Hauling</i>	<i>Yes / No*</i>
<i>d</i>	<i>Carried out hauling on our own or through Sub- contracting</i>	<i>Our own / Subcontracting</i>
<i>e</i>	<i>Excavated the stipulated overburden and coal/lignite.</i>	<i>Yes / No*</i>
<i>f</i>	<i>excavated the stipulated overburden and coal/lignite on our own or through Sub- contracting</i>	
10	<i>Period of production of Coal/lignite</i>	<i>From [ ] To [ ]</i>
11	<i>Coal/lignite produced in MT</i>	

<sup>89</sup>In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.1, the Bidder hereby submits the following documentary evidence as set out in Clause 4.4 of the Bid Document:

**A) LEAD MEMBER**

- a) Agreements/Work Orders including MDO Contract agreements and the joint venture/consortium/SPV agreement,
- b) Copy of Approved Mining Plans/Scheme,
- c) Certificate(s) of production of Coal/Lignite and OB issued by Mine Owner.
- d) In Case of Mine Owner, the bidder shall submit a copy of annual return in respect of production of Coal/Lignite and OB submitted to Office of Coal Controller.
- e) For the purpose of experience of Development as required under Clause 4.1.2, the work completion certificate issued by Mine owner in case of MDO, & in case of mine owner supporting documents related to mine development activities including vesting order, copy of statutory clearances, evidence of Land Acquisition, R & R and construction of infrastructure facilities as defined under Clause 4.1.
- f) For the purpose of experience of Operation as required under Clause 4.1.3, the Bidder shall submit the copy of work order and work execution certificate, Certificate(s) of production of Coal/Lignite and OB issued by Mine owner in case of MDO & in case of mine owner supporting documents as indicated in clause 4.4.1(d) above.
- g) Certificate from the current Statutory Auditor of the Bidder certifying the above.
- h) Notarized and Apostilled Documents: With respect to foreign documents submitted by the Bidder, GOA-INDC shall require such documents to be super legalized or, as appropriate, apostilled pursuant to the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents of 1961. The procedure for attestation/apostille of various documents have been clearly defined step by step, at this link:<http://mea.gov.in/apostille.htm>

Any other additional document as desired by GOA - IDC to substantiate above credentials eg. TDS certificate/proof of payments etc.

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<sup>89</sup> For Bidding Group and Consortium, Bidder to submit documents in relation to the Group Company and Member Companies respectively on the basis of whose technical expertise, the Bid is being submitted.

**PART B – FINANCIAL CRITERIA**

**LEAD MEMBER / OTHER MEMBER**

1. I confirm on behalf of the Bidder, that the Lead Member/ Other Member meets the requirements of Financial Criteria set out in Clause 4.2 of the Bid Document, [on the basis of standalone strength of the Lead Member]<sup>90</sup>as per the details furnished below.

**(a) Turnover**

I confirm on behalf of the Bidder that:

The Bidder's Annual Turnover in the any preceding three (3) **Financial Years** as on the original scheduled date of Bid opening, i.e.2019-20, 2018-19, 2017-18 was [\_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_]<sup>91</sup> in the Bidder's currency thereby meeting the Financial Criteria of average annual Turnover i.e. at least **INR463.20 Crores (Indian Rupees Four Hundred Sixty Three Crores and Twenty Lakhs only)**

**(b) Net worth**

I confirm on behalf of the Bidder that: the Bidder's Net worth, as on the last date of the last Financial Year from the original schedule date of date opening i.e., 2019-20 was [\_\_\_\_\_]92 in the Bidder's currency is thereby meeting the Financial Criteria of Net worth i.e. Positive Net worth

**(c) Line of credit**

I confirm on behalf of the Bidder that <sup>93</sup>the Bidder's Line of Credit is [\_\_\_\_\_]94 in the Bidder's currency[\_\_\_\_\_]95 on a date not earlier than 15 days prior to the original schedule date of Techno-Commercial bid opening, thereby meeting the Financial Criteria of Line of Credit of at least **INR INR 231.60 Crores (Indian Rupees Two Hundred Thirty One Crores and Sixty Lakhs Only) or equivalent foreign currency.**

---

<sup>90</sup> Retain as applicable

<sup>91</sup>Bidder to specify Turnover details in Bidder's currency.

<sup>92</sup>Bidder to specify Turnover details in Bidder's currency.

<sup>93</sup>Retain as applicable

<sup>94</sup>Insert details in Bidder's currency.

<sup>95</sup>Insert details in INR Crore.



<i>Amount / Balance as on _____ (in Crore) with respect to the Lead Member / Other Member</i>					
<i>Name of the Bank</i>	<i>Unutilised line of credit for fund based and non fund based limits in Bidder's Currency (1)</i>	<i>Cash and bank balances in Bidder's Currency (2)</i>	<i>Fixed Deposits in Bidder's Currency (3)</i>	<i>Total Unutilised line of credit</i>	
				<i>In Bidder's Currency (1+2+3)</i>	
<i>Banker 1</i>					
<i>Banker 2</i>					
<i>Banker 3</i>					
<i>Total</i>					
<i>Date of certificate from the Banks in respect of unutilised line of credit, a copy of which is enclosed</i>					

*In support of the Bidder's compliance with the Financial Criteria above, the Bidder hereby submits the following documentary evidence as set out in Clause 4.4 in the Bid Document:*

***For Lead Member***

- a) Annual Reports for the relevant Financial Years,*
- b) Certificate from the current Statutory Auditor of the Bidder along with breakup of the calculations of Turnover and Net worth.*
- c) Certificate in support of Unutilised Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of opening of Bids, duly certified by its bankers.*

**For Other Member**

- a) *Annual Reports for the relevant Financial Years,*
  - b) *Certificate from the current Statutory Auditor of the Bidder along with breakup of the calculations of Turnover and Networth.*
  - c) *Certificate in support of Unutilised Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of opening of Bids, duly certified by its bankers.*
- 4) *The Bidder has submitted a certified true copy of the Consortium Operating Agreement dated [ \_\_\_\_\_ ], as per format provided in (Appendix 7).*
- 5) *I confirm on behalf of the Bidder that, the Bidder, its direct or Indirect [Subsidiary /ies and/or Holding Company/ies or subsidiary/ies of Holding Company]<sup>96</sup>do not have any Conflict of Interest with any other company participating in this Bidding process.*
- 6) *I confirm on behalf of the Bidder, that the Bidder acknowledges that notwithstanding anything stated above, GOA - IDC reserves the right to assess the Bidder's capabilities and capacity, to perform the Scope of the Project, should the circumstances warrant such assessment in the overall interest of GOA - IDC.*
- 7) *Capitalized terms not defined but used in this covering letter shall have the meaning ascribed to them in the Bid Document issued by GOA - IDC.*

*Thanking you.*

*Yours faithfully,*

*Authorized Signature:*

*Name and Title of Authorized Signatory:*

*Round Seal<sup>97</sup>:*

*Designation:*

*Date:*

*Place:*

---

<sup>96</sup>Retain as applicable

<sup>97</sup> Retain as applicable

**APPENDIX 5:  
FORMAT OF THE BANK GUARANTEE FOR EMD**

*(To be executed on non-judicial stamped paper of appropriate value)*

B. G. No. \_\_\_\_\_

Date: \_\_\_\_\_

- 1) WHEREAS M/s Goa Industrial Development Corporation (A Government of Goa Enterprise), having its Unit/Office at .....(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for .....(hereinafter called "the said tender") to M/s. ....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for ` .....(Rupees .....only) towards earnest money in lieu of cash.
- 2) We .....Bank having its branch office at .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

*However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees.....only).*

- 3) *We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.*
- 4) *The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.*
- 5) *We .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly Authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.*
- 6) *That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.*
- 7) *Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.*

- 8) We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
- 9) We \_\_\_\_\_Bank further agree that this Guarantee shall be irrevocable at our place of business at \_\_\_\_\_(Bank Name), \_\_\_\_\_(Branch Name and address of the branch), \_\_\_\_\_.

Date.....

.....Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorized person on behalf of the Bank

With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence:

Telephone & Fax No.

E-mail :

Note: BGs to be furnished only from any Nationalised / Schedules Banks in India.

**APPENDIX 6:  
FORMAT OF JOINT OPERATING AGREEMENT**

This Joint Operating Agreement (“**JOINT OPERATING AGREEMENT**”) is made at

[ \_\_\_\_\_ ] executed on this [ \_\_\_\_\_ ] day of [ \_\_\_\_\_ ], 2020

among:

1. [ \_\_\_\_\_ ], a company incorporated under the laws of [ \_\_\_\_\_ ] and having its registered office/ principal place of business at [ \_\_\_\_\_ ] (hereinafter referred to as the “**Bidder**” which expression shall include its successors, executors and permitted assigns); AND,

2. [ \_\_\_\_\_ ], a company incorporated under the laws of [ \_\_\_\_\_ ] and having its registered office/ principal place of business at [ \_\_\_\_\_ ] (hereinafter referred to as

“**Group Company**” which expression shall include its successors, executors and permitted assigns); AND

3. [ \_\_\_\_\_ ], a company incorporated under the laws of [ \_\_\_\_\_ ] and having its registered office/ principal place of business at [ \_\_\_\_\_ ] (hereinafter referred to as

“**Group Company**” which expression shall include its successors, executors and permitted assigns); (The Bidder and the Group Company are hereinafter referred to individually as “**Party**” and collectively as “**Parties**”.)

**WHEREAS**

(A) \_\_\_\_\_, a company incorporated [under the Companies Act, 1956 (or 2013) / as per the Applicable Laws of the country of origin]<sup>98</sup>, and having its registered office at \_\_\_\_\_ intends to develop and operate the \_\_\_\_\_ by appointing a Mine

<sup>98</sup>Retain as applicable

*Developer and Operator and has issued a Notice Inviting Tender dated \_\_\_\_\_, bearing number \_\_\_\_\_ in this regard (“Notice Inviting Tender”).*

- (B)** *Group Company (ies) is a direct [Subsidiary/ Holding Company]<sup>99</sup> of the Bidder. [The Bidder holds [\_\_\_] % of the issued Paid-up share capital of the Group Company.]<sup>100</sup> [The Group Company holds [\_\_\_]% of the issued Paid-up share capital of the Bidder.]<sup>101</sup> [The Holding Company of the Bidder which holds [\_\_\_]% of the issued Paid-up share capital of the Bidder, also holds [\_\_\_]% of the issued Paid-up share capital of the Group Company]<sup>102</sup>.*
- (C)** *Group Company is a direct [Subsidiary/ Holding Company]<sup>103</sup> of the Bidder.*
- (D)** *The Bidder proposes to submit its Bid pursuant to the Notice Inviting Tender and has, in this regard, prepared its Bid for participation as Bidding Group.*
- (E)** *In order to meet the [Technical Criteria/ Financial Criteria]<sup>104</sup>, the Bidder has relied on the [technical expertise/ financial strength]<sup>105</sup> of the Group Company.*
- (F)** *One of the conditions of the Bid Document is that the Bidder, submitting its Bid as Bidding Group is required to enter into a Joint Operating Agreement with the Group Company.*
- (G)** *The Parties therefore propose to enter into this Joint Operating Agreement in relation to the Bid proposed to be submitted by the Bidder.*

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

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<sup>99</sup> Retain the relationship between the Bidder and the Group Company as applicable.

<sup>100</sup> Retain if Group Company is a subsidiary of the Bidder.

<sup>101</sup> Retain if the Group Company is a holding company of the Bidder.

<sup>102</sup> Retain if the Group Company is a subsidiary of the holding company of the Bidder.

<sup>103</sup> Retain the relationship between the Bidder and the Group Company as applicable.

<sup>104</sup> Retain as applicable.

<sup>105</sup> Retain as applicable

## 1. DEFINITIONS

*Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Bid Document.*

*“Bid Document” shall have a meaning as ascribed to it in the Bid Document.*

*“Holding Company” shall have the meaning as defined in the Company’s Act or otherwise as defined in the Bid Document.*

*“Subsidiary” shall have the meaning as defined in the Company’s Act or otherwise as defined in the Bid Document.*

## 2. UNDERTAKINGS

*The Group Company and the Bidder hereby irrevocably and unconditionally acknowledge, confirm and undertake that:*

- (a) the Group Company and the Bidder shall be jointly and severally liable for all actions taken by the Bidder or any other person on its behalf, in relation to the Bid, the bidding process and the Bid Document;*
- (b) in the event the Bidder is declared to be the Successful Bidder, then the Parties shall ensure that the PROJECT COMPANY (Mine Developer and Operator) is incorporated under Indian Laws and that the PROJECT COMPANY (Mine Developer and Operator) enters into the Coal Mining Agreement within 28 (Twenty Eight) Business Days from the date of issuance of the Letter of Award;*
- (c) each Party shall enter into the Coal Mining Agreement and be bound by the terms contained therein, as if it were individually the Mine Developer and Operator;*
- (d) in the event the Bidder is declared to be the Successful Bidder as per the Bid Document, the Parties shall ensure that the Mine Developer and Operator duly performs all of its obligations as set out in the Coal Mining Agreement;*



- (e) *in the event the Bidder is declared to be the Successful Bidder as per the Bid Document, each of the Parties shall provide unconditional and irrevocable [technical/ financial]<sup>106</sup> support and assistance to the Mine Developer and Operator in relation to the performance of all obligations by it under the Coal Mining Agreement;*
- (f) *the Bidder shall ensure that there is no change to the management and control of the Bidder, without the prior written consent of GOA - IDC;*
- (g) *the Bidder shall ensure that there is no change to the shareholding of the Bidder, without the prior written consent of GOA - IDC;*
- (h) *the Group Company shall provide the Bidder and the Mine Developer and Operator with the necessary managerial, financial and technical expertise to ensure due performance of the obligations of the Mine Developer and Operator under the Coal Mining Agreement;*
- (i) *in the event of any default by the Bidder in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Bid Document, GOA - IDC may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Bidder, require the Group Company to hold GOA - IDC 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 \_\_\_\_\_, as a result of, in connection with or arising out of such default;*
- (j) *in the event of any default by the Mine Developer and Operator in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Coal Mining Agreement, GOA - IDC may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Mine Developer and Operator, require the Group Company to hold GOA - IDC 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*

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<sup>106</sup> Retain as applicable

expenses) suffered, incurred or paid by \_\_\_\_\_, as a result of, in connection with or arising out of such default;

- (k) *neither the obligations of the Parties, nor the rights of GOA - IDC hereunder or under the Bid Document or the Coal Mining Agreement shall stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time any dispute before any court ( in India , arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Coal Mining Agreement between the Bidder and GOA - IDC including in case of any dispute between the Parties;*
- (l) *the obligations of the Parties under this Joint Operating Agreement shall be irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the services of the Coal Mining Agreement, or the insolvency, bankruptcy, reorganization, dissolution, winding-up or liquidation of the Bidder/ Mine Developer and Operator or any change in the ownership of the Bidder/ Mine Developer and Operator, or any purported assignment by the Bidder/ Mine Developer and Operator or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;*
- (m) *the obligations of the Parties shall not be affected by any failure, omission or delay on GOA - IDC's part to enforce, assert or exercise any of its rights or remedies under the Bid Document or the Coal Mining Agreement; and*
- (n) *each Party shall refrain from taking any actions that contravene with its obligations under the Joint Operating Agreement, Bid Document or the Coal Mining Agreement or with the obligations of the Bidder under the Bid Document or with the obligations of the Mine Developer and Operator under the Coal Mining Agreement.*

### **3. REPRESENTATIONS**

*Each representation and warranty made by the Bidder in the Bid and to be made by the Mine Developer and Operator in the Coal Mining Agreement is deemed to be incorporated herein as if such representation and warranty has been made by the Parties under this*

*Joint Operating Agreement and each of the Parties individually further represents and warrants in respect of itself that:*

- (a) *It is an entity duly organized and existing in accordance with the laws of [ \_\_\_\_\_ ]<sup>107</sup> and it has the power and authority to own its assets and to enter into and perform its obligations under this Joint Operating Agreement to transact the business in which it is engaged and to consummate the transactions contemplated by the Bid, Coal Mining Agreement and this Joint Operating Agreement.*
- (b) *It has the corporate power to execute, deliver and perform the terms and provisions of this Joint Operating Agreement and has taken all necessary corporate actions to authorise execution, delivery and performance by it of this Joint Operating Agreement, the Bid and the Coal Mining Agreement.*
- (c) *The Joint Operating Agreement has been duly executed and delivered by it and is legal, valid, binding and enforceable against it in accordance with its terms without any further action being required on the part of \_\_\_\_\_.*
- (d) *The execution, delivery and performance by it of this Joint Operating Agreement will not violate or conflict with:*
  - (i) *its constitutional documents or, any applicable law to which it is subject;*
  - (ii) *any order, writ, injunction or decree of any court or government authority binding on it or its assets; or*
  - (iii) *any existing contract which is binding on it.*
- (e) *neither it nor its assets are entitled to immunity from execution, attachment or other legal process. The execution of this Joint Operating Agreement and the performance of its obligations hereunder will constitute private and commercial acts done and performed for private and commercial purposes; and*

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<sup>107</sup> Insert details of relevant jurisdiction of incorporation

- (f) *all information provided by the Parties in connection with the transaction contemplated under the Bid Document, is true, correct and complete in all respects as of the date provided (or such other date as is specifically referred).*

**4. WAIVER OF DEFENCES**

*The obligations of the Parties under this Joint Operating Agreement will not be affected by any act, omission, matter or thing (including whether or not known to the Parties) which would reduce, release or prejudice any of its obligations under this Joint Operating Agreement or prejudice or diminish those obligations in whole or in part including:*

- (a) *any time or waiver granted to, or composition with, another person;*
- (b) *the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, another person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;*
- (c) *any incapacity or lack of powers, authority or legal personality of or dissolution or change in the constitution or status of another person;*
- (d) *any variation of the Bid Document, Bid, Coal Mining Agreement or any other related document;*
- (e) *the winding-up, dissolution, official management or re-organization of any other person or any change in its status, function, control or ownership;*
- (f) *any unenforceability, illegality or invalidity of any obligation of any person due to any other document, to the extent that the Parties' under this Joint Operating Agreement shall remain in full force and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; or*
- (g) *any other act or thing whatsoever.*

**5. MISCELLANEOUS**

- (a) *Severability*

*Any provision of this Joint Operating Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Joint Operating Agreement or affect such provision in any other jurisdiction.*

**(b) Event of Default**

*The Parties acknowledge that upon any failure to comply with the covenants set forth herein, GOA - IDC may inter alia disqualify the Bid or treat such failure to be a breach under the Coal Mining Agreement.*

**(c) Notices**

*All notices and other communication issued to the Bidder or the Mine Developer and Operator shall be deemed to be issued to the Group Company simultaneously.*

**(d) Governing Law and Jurisdiction**

*This Joint Operating Agreement is governed by and shall be construed and interpreted in accordance with the laws of India. The High Courts of Bombay at Goa, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Joint Operating Agreement.*

**(e) Benefit of this Joint Operating Agreement**

*The Parties hereby acknowledge and agree that the Bidding Group has been established for the sole purpose of submitting the Bid as per the Bid Document and that this Joint Operating Agreement has been executed for the sole benefit of GOA - IDC and for the specific purpose of ensuring that GOA - IDC receives the benefits of the Bidder's and Mine Developer and Operator's services under and in accordance with the Coal Mining Agreement. Accordingly, GOA - IDC shall, notwithstanding anything contained herein, at all times have the right to specifically enforce the performance by the Group Company of their obligations pursuant to this Joint Operating Agreement and the Group Company*

*hereby irrevocably and unconditionally waive any defence, rights or protection that it may have in law, contract or otherwise in this regard.*

(f) *Assignment*

*No Party shall assign or delegate its rights, duties or obligations under this Joint Operating Agreement or under the Coal Mining Agreement in any manner whatsoever, except with prior written consent of GOA - IDC.*

(g) *Amendments*

*The terms and conditions of this Joint Operating Agreement shall not be amended or modified, except with prior written consent of GOA - IDC.*

(h) *Authorized Signatory*

*The Parties jointly authorise [ \_\_\_\_\_ ] to be their Authorized signatory (“**Authorized Signatory**”) to undertake all acts, deeds and things as is necessary in relation to the Bid, Bid Process and performance of the Coal Mining Agreement. The Authorized Signatory and the Bidder shall be Authorized to incur liabilities and receive instructions for and on behalf of any and all Parties, till the Mine Developer and Operator is incorporated as per the Coal Mining Agreement.*

**6. TERMINATION**

*The obligations of the Parties under this Joint Operating Agreement shall continue till the bidding process completion date and in case the Bidder is declared to be a Successful Bidder, till the termination of the Coal Mining Agreement.*

*IN WITNESS WHEREOF, the Parties have, through their Authorized representatives, executed these presents and affixed the Round seals of their respective companies on the day, month and year first mentioned above.*

**On behalf of the Bidder**

Name:

*Designation:*

*On behalf of the Group Company*

*Name:*

*Designation:*

*Round Seal of the Bidder*

*Round Seal of the Group Company*

*Witness-1*

*Witness-1*

*Witness-2*

*Witness-2*

APPENDIX 7:

FORMAT OF CONSORTIUM OPERATING AGREEMENT

This Consortium Operating Agreement (“CONSORTIUM OPERATING AGREEMENT”) is executed on this [\_\_\_\_\_] day of [\_\_\_\_], 2021 among:

1. [ ], a company incorporated under the laws of [ ] and having its registered office/ principal place of business at [ ] (hereinafter referred to as the “Lead Member Company” which expression shall include its successors, executors and permitted assigns);
2. [ ], a company incorporated under the laws of [ ] and having its registered office/ principal place of business at [ ] (hereinafter referred to as “Other Member Company” which expression shall include its successors, executors and permitted assigns).

(The Lead Member Company and Member Company are hereinafter referred to individually as “Party” and collectively as “Parties” or “Bidder”).

WHEREAS

- (A) Goa Industrial Development Corporation (GOA - IDC) a company incorporated [under the Companies Act, 1956 / as per the Applicable Laws of the country of origin]<sup>108</sup>, and having its registered office at \_\_\_\_\_ intends to develop and operate the Dongri Tal - II (Phase - I) Coal Mine by appointing a Mine Developer and Operator and has issued a notice inviting tender dated \_\_\_\_\_, bearing number \_\_\_\_\_ in this regard (“Notice Inviting Tender”).
- (B) The Bidder proposes to submit its Bid pursuant to the Notice Inviting Tender and has, in this regard, prepared its Bid under Consortium Route.
- (C) One of the conditions of the Bid Document is that the Bidder, submitting its Bid under Consortium Route is required to enter into a Consortium Operating Agreement.
- (D) The Parties therefore propose to enter into this Consortium Operating Agreement in

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<sup>108</sup>Retain as applicable



*relation to the Bid proposed to be submitted.*

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

**1. DEFINITIONS**

*Capitalized terms used herein but not otherwise defined shall have the meaning given to it in the Bid Document.*

*“Bid Document” shall have a meaning as ascribed to it in the Bid Document.*

*“COD” or “Commercial Operation Date” shall mean the first day of the month in which the quantity of Coal produced from the Mine equals ----- Million Tons, as certified by the Independent Engineer, as per the provision of Coal Mine Agreement.*

*“Bidding Consortium” or “Consortium” means the group of not more than 2 (Two) Member Companies that has submitted its Bids in response to this Bid Document*

*“Member Company” or “Consortium Member” shall refer to each corporate entity in the Bidding Consortium as the case maybe.*

**2. CONSORTIUM**

(a) *The Parties hereby form a consortium for the purposes of the Bid and the consortium shall be named as [\_\_\_\_\_]<sup>109</sup> (Hereinafter referred to as the “Bidder” or “Bidding Consortium”).*

(b) *The Bidder’s principal place of business shall be [\_\_\_\_\_].*

(c) *The Member Companies hereby nominate [\_\_\_\_\_] as the ‘Lead Member’.*

(d) *The following shall be the stake of the different Member Companies in the Bidding Consortium:-*

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<sup>109</sup> Insert name of Consortium

<i>Particulars</i>	<i>Name of entity</i>	<i>% shareholding</i>
<i>Lead Member Company</i>		
<i>Other Member Company</i>		

### 3. UNDERTAKINGS

*The Parties hereby irrevocably and unconditionally acknowledge, confirm and undertake that:*

- (a) The Parties shall be jointly and severally liable for all actions taken by the Bidder or any other person on its behalf, in relation to the Bid, the bidding process and the Bid Document;*
- (b) In the event the Bidder is declared to be the Successful Bidder, then the Project Company (Mine Developer and Operator) shall be incorporated under Indian Laws and that the PROJECT COMPANY (Mine Developer and Operator) enters into the Coal Mining Agreement as per the provisions of the Bid document.*
- (c) Each of the Parties shall enter into the Coal Mining Agreement and be bound by the terms contained therein, as if it were individually the Mine Developer and Operator;*
- (d) In the event the Bidder is declared to be the Successful Bidder as per the Bid Document, the Parties shall ensure that the Mine Developer and Operator duly performs all of its obligations as set out in the Coal Mining Agreement;*
- (e) In the event the Bidder is declared to be the Successful Bidder as per the Bid Document, each of the Parties shall provide unconditional and irrevocable technical and financial support and assistance to the Mine Developer and Operator in relation to the performance of all obligations by it under the Coal Mining Agreement;*
- (f) There shall be no change to the management and control of the Parties, without the prior written consent of GOA - IDC;*
- (g) The composition and stake of the Parties in the Bidding Consortium shall be as declared in the Consortium Operating Agreement and there will be no change in this regard; and in the event the Bidder is declared to be the Successful Bidder as per the Bid Document, each Member Company of the Consortium shall, throughout the period till the achievement of Commercial Operation Date as mentioned in the Coal Mining Agreement, hold the voting equity share capital in the Mine Developer and Operator company in the same proportion as it held in the Consortium at the time of submission of Project Proposal. , The Lead Member shall directly hold at least 51% of the voting equity share capital in the Bidding consortium and in the Mine*

- Developer and Operator Company/ project SPV throughout the contract period*
- (h) *The Member Company shall hold at least 26% stake in the Bidding Consortium and in the Mine Developer and Operator Company / the project SPV throughout the contract period.*
- (i) *Each of the Parties confirms that in the event the Bidder is successful in its Bid, the Parties shall furnish the Performance Bank Guarantee from a Bank in favour of GOA - IDC for a value as stipulated in the Coal Mining Agreement;*
- (j) *The Parties shall provide the Mine Developer and Operator with the necessary managerial, financial and technical expertise to ensure due performance of the obligations of the Mine Developer and Operator under the Coal Mining Agreement;*
- (k) *In the event of any default by the Bidder in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Bid Document, GOA - IDC may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Bidder, require the Parties to hold GOA - IDC 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 the parties or MDO as a result of, in connection with or arising out of such default;*
- (l) *In the event of any default by the Mine Developer and Operator in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Coal Mining Agreement, GOA - IDC may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Mine Developer and Operator, require the Parties to hold GOA - IDC 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 the parties or MDO as a result of, in connection with or arising out of such default;*
- (m) *Neither the obligations of the Parties, nor the rights of GOA - IDC hereunder or under the Bid Document or the Coal Mining Agreement shall stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time any dispute before any court ( in India ), arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Coal Mining Agreement between the Bidder and GOA - IDC including in case of any dispute between the Parties;*

- (n) *The obligations of the Parties under this Consortium Operating Agreement shall be irrevocable, absolute and unconditional, irrespective of the value, genuineness validity, regularity or enforceability of the services of the Coal Mining Agreement, or the insolvency, bankruptcy, reorganization, dissolution, winding-up or liquidation of the Bidder/ Mine Developer and Operator or any change in the ownership of the Bidder/ Mine Developer and Operator, or any purported assignment by the Bidder/ Mine Developer and Operator or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;*
- (o) *The obligations of the Parties shall not be affected by any failure by GOA - IDC to pay or perform any of its obligations under the Bid Document or Coal Mining Agreement;*
- (p) *The Parties shall refrain from taking any actions that contravene with their obligations of the Bidder under the Consortium Operating Agreement, Bid Document or the Coal Mining Agreement or with the obligations of the Mine Developer and Operator under the Coal Mining Agreement; and*
- (q) *It is agreed by the Parties that the sharing of responsibility and obligations shall not in any way be a limitation of joint and several responsibilities of the members under the contract.*

#### **4. REPRESENTATIONS**

*Each representation and warranty made by the Bidder in the Bid and by the Mine Developer and Operator in the Coal Mining Agreement is deemed to be incorporated herein as if such representation and warranty has been made by the Parties under this Consortium Operating Agreement and each of the Parties individually further represents and warrants in respect of itself that:*

- (a) *It is an entity duly organized and existing in accordance with the laws of [Republic of India \_\_\_\_\_]<sup>110</sup> and it has the power and authority to own its assets and to enter into and perform its obligations under this Consortium Operating Agreement and to transact the business in which it is engaged and to consummate the transactions contemplated by the Bid, Coal Mining Agreement and this Consortium Operating Agreement;*
- (b) *It has the corporate power to execute, deliver and perform the terms and provisions of this Consortium Operating Agreement and has taken all the necessary corporate*

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<sup>110</sup>Insert details of relevant jurisdiction of incorporation

- action to authorize execution, delivery and performance by it of this Consortium Operating Agreement, the Bid and the Coal Mining Agreement;*
- (c) *This Consortium Operating Agreement has been duly executed and delivered by it and is legal, valid, binding and enforceable against it in accordance with its terms without any further action being required on the part of each party or GOA - IDC*
  - (d) *The execution, delivery and performance by it of this Consortium Operating Agreement will not violate or conflict with:*
    - 1) *Its constitutional documents, any applicable law to which it is subject;*
    - 2) *Any order, writ, injunction or decree of any court or government authority binding on it or its assets; or*
    - 3) *Any existing contract which is binding on it;*
  - (e) *Neither it nor its assets are entitled to immunity from execution, attachment or other legal process. The execution of this Consortium Operating Agreement and the performance of its respective obligations hereunder will constitute private and commercial acts done and performed for private and commercial purposes; and*
  - (f) *All information provided by it in connection with the transaction contemplated under the Bid, is true, correct and complete in all respects as of the date provided (or such other date as is specifically referred).*

#### **5. WAIVER OF DEFENCES**

*The obligations of the Parties under this Consortium Operating Agreement will not be affected by any act, omission, matter or thing (including whether or not known to the Parties) which would reduce, release or prejudice any of its obligations under this Consortium Operating Agreement or prejudice or diminish those obligations in whole or in part including:*

- (a) *Any time or waiver granted to, or composition with, another person;*
- (b) *The taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, another person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security;*
- (c) *Any incapacity or lack of powers, authority or legal personality of or dissolution or change in the constitution or status of another person;*
- (d) *Any variation of the Bid Document, Bid, Coal Mining Agreement or any other related document;*
- (e) *The winding-up, dissolution, official management or re-organization of any other person or any change in its status, function, control or ownership;*

- (f) *Any unenforceability, illegality or invalidity of any obligation of any person due to any other document, to the extent that the Parties' under this Consortium Operating Agreement shall remain in full force and its obligations be construed accordingly, as if there were no unenforceability, illegality or in validity; or*
- (g) *Any other act or thing whatsoever.*

## **6. MISCELLANEOUS**

### **(a) Severability:**

*Any provision of this Consortium Operating Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Consortium Operating Agreement or affect such provision in any other jurisdiction.*

### **(b) Event of Default:**

*The Parties acknowledge that upon any failure to comply with the covenants set forth herein GOA - IDC may inter alia disqualify the Bid or treat such failure to be a breach under the Coal Mining Agreement.*

### **(c) Notices:**

*All notices and other communication issued to the Lead Member Company or the Mine Developer and Operator shall be deemed to be issued to the Parties simultaneously.*

### **(d) Governing Law and Jurisdiction:**

*This Consortium Operating Agreement is governed by and shall be construed and interpreted in accordance with the laws of India. The Courts at Goa / shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Consortium Operating Agreement.*

### **(e) Benefit of this Consortium Operating Agreement:**

*The Parties hereby acknowledge and agree that the Bidding Consortium has been established for the sole purpose of submitting a Bid as per the Bid Document and that this Consortium Operating Agreement has been executed for the sole benefit of GOA - IDC and for the specific purpose of ensuring that GOA - IDC receives the benefits of the Bidder's and Mine Developer and Operator's services under and in accordance with the Coal Mining Agreement. Accordingly, GOA - IDC shall, notwithstanding anything contained herein, at all times have the right to specifically enforce the performance by the Parties of their obligations pursuant to this Consortium Operating Agreement and the Parties hereby irrevocably and unconditionally waive any defence, rights or protection that they may have in law, contract or otherwise in this regard.*

### **(f) Assignment:**

*The Parties shall not assign or delegate their rights, duties or obligations under this Consortium Operating Agreement or under the Coal Mining Agreement in any manner whatsoever, except with prior written consent of GOA - IDC.*

(g) *Amendments:*

*The terms and conditions of this Consortium Operating Agreement shall not be amended or modified, except with prior written consent of GOA - IDC.*

(h) *Authorized Signatory:*

*The Parties jointly authorize [ \_\_\_\_\_ ] to be our authorized signatory (“ Authorized Signatory”) to undertake all acts, deeds and things as is necessary in relation to the Bid, Bid Process and performance of the Coal Mining Agreement. The Authorized Signatory and the Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Parties, till the Mine Developer and Operator is incorporated as per the Coal Mining Agreement.*

## **7. TERMINATION**

*The obligations of the Parties under this Consortium Operating Agreement shall continue till the bidding process completion date and in case the Bidder is declared to be a Successful Bidder, till the termination of the Coal Mining Agreement.*

*IN WITNESS WHEREOF, the Parties have, through their Authorized representatives, executed these presents and affixed the Round seals of their respective companies on the day, month and year first mentioned above.*

*On behalf of the Lead Member Company*

*Name:*

*Designation:*

*Round Seal of Consortium  
Member*

*Witness-1*

*Witness-2*

*On behalf of Member Company*

*Name:*

*Designation:*

*Round Seal of Consortium Member  
Witness-1*

*Witness-*





APPENDIX 8:

FORMAT OF NOTARIZED AFFIDAVIT BY THE BIDDER

(to be Notarized as per applicable laws)

To,

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

**Sub: Submission of Notarized Affidavit as required under Bid for selection of a Mine Developer and Operator for development, and operation of Dongri Tal - II (Phase - I) Coal Mine.**

Affidavit of Mr/Mrs \_\_\_\_\_ (Authorized Representative of :

- a. \_\_\_\_\_ (Name of Sole Bidder/Bidding Company) , or
- b. \_\_\_\_\_ (Name of Bidding Group consisting of Bidding Company along with its Parent/Subsidiary Company through Joint Operating Agreement) , or
- c. \_\_\_\_\_ (Name of Bidding Consortium consisting of its Member companies (through Consortium Operating Agreement) ,

having Registered office at \_\_\_\_\_, (Indian/Foreign Company registered under the Companies Act 1956 (or 2013) or any other Act) , do hereby solemnly affirm , state and undertake on behalf of the Bidder that ;

1. the Bidder, Bidding Group (also applicable to its parent/subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the Consortium) have not been Disqualified under any of the conditions as laid down in Clause 7.14 of the Bid Document issued by GOA - IDC for Selection of MDO for Dongri Tal - II (Phase - I) Coal Mine;
2. the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the Consortium) has no Conflict of Interest that affects the bidding process as elaborated in Clause 7.13 of the Bid Document issued by GOA - IDC for Selection of MDO for Dongri Tal - II (Phase - I) Coal Mine;

3. *the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) had demonstrated successful mining operation and had not been banned / blacklisted by any PSU / Government entity in the last 7 years, reckoned from the original scheduled date of Techno-Commercial bid opening.*
4. *the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and unconditionally accepted the terms and conditions set forth in this Bid Document ; If the Project Proposal submitted by the Bidder is found to have been tampered with or they differ from the Bid Document available with GOA - IDC, the Proposal of such Bidder shall be rejected.*
5. *no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the GOA - IDC in connection therewith;*
6. *all information provided by the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) in response to the Bid Document, is to the best of my knowledge and belief, are true and accurate in all material respects;*
7. *all undertakings and obligations of the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) arising from the Bid Document, shall be binding on the Mine Developer and Operator as if they form part of the contract; the Bidder has/has not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.*
8. *Additionally, Bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of eligibility criteria on group entity terms) covering information regarding current litigation, debarring / expelling of bided or abandonment of work by the Bidder:*

1.	(a)	<i>Is the bidder currently involved in any litigation relating to the works.</i>	<i>Yes/No</i>
	(b)	<i>If yes,; give details:</i>	
2.	(a)	<i>Has the bidder or any of its constituent partners been debarred/ expelled by any agency in India during the last 7 (Seven) years.</i>	<i>Yes/No</i>
	(b)	<i>If yes, give details:</i>	

3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 7 (Seven) years.	Yes/No
	(b)	If yes, give details:	

- a) Arbitration cases pending.
- b) Disputed incomplete works.
- c) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- d) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- e) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings
9. The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past 7 (seven) years for acceptance of the offer
10. The Bidder also hereby certifies that neither our company M/s..... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works have been rescinded during the last \_\_\_\_\_years prior to the date of this bid.
11. The Bidder hereby Authorize and request (s) any bank, person, firm or Corporation, Govt. officers to furnish pertinent information as deemed necessary and as requested by GOA - IDC to verify this statement or regarding my (our) competency and general reputation.
12. The undersigned understands and agrees that further qualifying information may be requested, and agree to furnish any such information at the request of GOA - IDC.
13. That, we have never been prosecuted by any statutory authority
14. That, any change in the constitution of the firm shall be made with prior clearance from GOA - IDC
15. That, we have studied all the clauses / sub-clauses, terms and conditions of the tender documents and our offer fully comply with the requirements spelt out in the tender documents
16. We undertake to abide by and comply with all the safety and environmental regulations in force during the execution of work

17. *We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged for this work.*
18. *We undertake to receive payment through E-payment mode.*
19. *The declaration regarding relatives working in GOA - IDC are filled up and enclosed.*
20. *That we have quoted the rates in figures as well as words.*
21. *We undertake that we do not have any unauthorized structure / construction inside Goa - IDC Township or Plant. We also undertake to remove any / all such structures, if detected by GOA - IDC later on.*
22. *We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.*
23. *I/we declare that the document downloaded by me/my company is/are not tampered in any form.*
24. *We undertake that my (our) workers shall use electronic Punch cards at the Plant gates at the time of entry and exit if introduced by GOA - IDC failing which he / she shall not be allowed into the Plant.*

*I/We SOLEMNLY AFFIRMED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, that to the best of my /our knowledge, undertaking given as above is True & fair, and no misrepresentation has been made whether intentionally or unintentionally.*

*Yours Faithfully*

*(Name & Signature of Authorized Signatory)*

*Date:*

*BEFORE ME (Notary)*

*Date:*

*WITNESS*

*1) .*

*2) .*

*(Signature and name in block letters)*

---

**APPENDIX 9:**

**FORMAT OF BUSINESS TRANSPARENCY UNDERTAKING**

**BUSINESS TRANSPARENCY UNDERTAKING**

From<sup>111</sup>:

Bidder's Name and Address:

Details of Authorized Signatory

Name :

Designation :

Tel Nos. :

Mobile No. :

Fax No. :

Email address :

**WHEREAS**

- (A) \_\_\_\_\_ (" \_\_\_\_\_"), a company incorporated [under the Companies Act, 1956 (or 2013) / as per the Applicable Laws of the country of origin]<sup>112</sup>and having its registered office at \_\_\_\_\_, intends to develop, market and operate the Dongri Tal - II (Phase - I) Coal Mine by appointing a Mine Developer and Operator and has issued a notice inviting tender dated \_\_\_\_\_, bearing number \_\_\_\_\_ ("**Notice Inviting Tender**").
- (B) The Bidder proposes to submit its Bid pursuant to the Notice Inviting Tender and has in this regard, prepared its Bid as Bidding company/Bidding Group/Bidding Consortium.
- (C) It is one of the conditions of the bidding process that all Bidders provide an undertaking in relation to its business practices and for prevention of corruption and in this regard, the Bidder therefore agrees to provide the following undertakings and declarations.

**NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:**

**1. UNDERTAKINGS**

The Bidder hereby irrevocably and unconditionally acknowledges, confirms and undertakes that:

- (a) it will not, directly or indirectly, offer, promise or give to any of GOA - IDC's employees or consultants involved in the bidding process, any material or other benefit which he/she

<sup>111</sup> in case the Bidder is bidding under Consortium, details of the Lead Member Company to be incorporated here

<sup>112</sup> Retain as applicable

*is not otherwise entitled to, in order to obtain in exchange any advantage of any nature whatsoever in relation to the bidding process;*

- (b) *it will not enter into any arrangements with other Bidders in relation to the bidding process, especially in relation the prices, specifications and certifications;*
- (c) *it will not engage in any activity that could be considered to restrict competitiveness or introduce cartelization in the bidding process;*
- (d) *it will not commit any offence under the Indian Penal Code, 1860 and the Prevention of Corruption Act, 1988;*
- (e) *it will not use any information or document provided by GOA - IDC, except for the purposes of the Bid itself;*
- (f) *it will ensure, in connection with the bidding process, that no employee of the Bidder shall, personally or through his relatives and related parties, accept or agree to accept, for himself or any third person, any benefit (however inconsequential) which the person is not legally entitled to, 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; and*
- (g) *it will not instigate third persons to commit offences outlined above or be an accessory to such offences.*

## **2. DECLARATIONS**

*The Bidder declares it has not, in the last seven years, caused any breach of any anti corruption practices and that all statements made by it in the Bid are true and correct in all respects.*

## **3. MISCELLANEOUS**

### **(a) Event of Default**

*The Bidder acknowledges that GOA - IDC may inter alia disqualify the Bid if the Bidder breaches any terms of this undertaking.*

### **(b) Governing Law and Jurisdiction**

*This undertaking is governed by and shall be construed and interpreted in accordance with the laws of India. The High Court of Bombay at Goa , India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this undertaking.*

### **(c) Benefit of this undertaking**

*This undertaking is for the benefit of GOA - IDC and GOA - IDC shall have the right to rely on the same*

### **(d) Validity**

*This undertaking shall be valid till the bidding process completion date.*

*On behalf of the Bidder:*

*Authorized Signature:*

*Name and Title of Authorized Signatory:*

*Round Seal:<sup>113</sup>*

*Designation:*

*Date:*

*Place:*

---

<sup>113</sup> If applicable

**APPENDIX 10:  
FORMAT FOR THE LETTER OF UNDERTAKING FROM TREASURY CENTRE**

Bidder's narrative Ref. No.: [●]

Date: [●]

From:

Bidder's Name and Address:

Details of Authorized Signatory

Name :

Designation :

Tel Nos :

Mobile No. :

Fax No. :

Email address :

To,

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

Dear Sir,

**Sub: Bid for selection of a Mine Developer and Operator for development, and operation of Dongri Tal - II (Phase - I) Coal Mine.**

We, M/s ....., (Name of Treasury Centre), declare that we are the Treasury Centre of M/s..... (Name of Bidder/Bidder's direct Subsidiary or Holding Company).

M/s.....(Name of Bidder) proposes to submit the Bid for the package "Development, & Operation of Dongri Tal - II (Phase - I) Coal Mine" under Bid reference No..... dated..... and have sought financial strength and support from us for meeting the stipulated Financial Criteria as per Qualifying Requirements.

We hereby confirm and undertake that we hereby pledge our unconditional and irrevocable financial support for the execution of the said package to M/s..... (Name of Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of



*the Contract including the Performance Bank Guaranties as well as other obligations of the Contractor.*

*This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/ or till it is discharged by GOA - IDC.*

*We are herewith enclosing a copy of the Board Resolution in support of this undertaking.*

*Thanking you.*

*Yours faithfully,*

*Authorized Signature:*

*Name and Title of Authorized Signatory:*

*Round Seal:*

*Designation:*

*Date:*

*Place:*

***APPENDIX 11:  
FORMAT FOR DETAILS OF THE SUBCONTRACTORS***

***NOT APPLICABLE***

**APPENDIX 12:  
SCANNED COPIES OF SIGNED AND STAMPED COPIES OF THE BID DOCUMENT  
AND THE COAL MINING AGREEMENT**

*(Bidder to submit the scanned Copies of the Signed and stamped Copies of the Bid Document and the Coal Mining Agreement under this Appendix).*

**APPENDIX 13:**  
**LIST OF GOA - IDC APPROVED BANKS FOR THE PURPOSE OF BID SECURITY**

*Any Nationalised / Scheduled Commercial Bank in India*

**APPENDIX 14:  
SELF UNDERTAKING REGARDING THE SITE VISIT**

*(Under this Appendix, Bidder to submit a Self undertaking that it has carried out the site visit as per the provisions of the Bid Document.)*

**Certificate for Site Visit**

*(To be submitted on the letter head of the Bidder or on the letter head of the Lead Member of the Consortium by attaching in its e-bid)*

To,

\_\_\_\_\_

\_\_\_\_\_

*Subject: -- Submission of Certificate for site visit – Reg.*

We ..... (firm's Name) hereby certify that as per Clause No. 3.3 of Description of the Selection Process / Bid Instruction to the Bidder, the site allocated for the above work have been visited by us on .....2021.

*Thanking you.*

*Yours faithfully,*

*Authorized Signature:*

*Name and Title of Authorized Signatory:*

*Round Seal:*

*Designation:*

*Date:*

*Place:*

**APPENDIX 15:  
FORMAT FOR SUBMISSION OF PRE-BID QUERIES**

*(Bidder shall submit their Pre-Bid Queries strictly in the 'word / editable Format' on the email as mentioned in the Bid Datasheet only)*

<i>SN</i>	<i>Document Reference</i>	<i>Clause and Page Reference</i>	<i>Existing Provision</i>	<i>Proposed Modification / Clarification Required</i>	<i>Justification</i>

**APPENDIX 16:**

**BANK MANDATE FORM FOR E-PAYMENT**

*(To be submitted in Duplicate)*

**NOT APPLICABLE**

**APPENDIX 17:  
UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS**

1. *We hereby confirm that, we have downloaded the complete set of tender documents along with the set of enclosures posted in (<https://eprocure.gov.in/eprocure/app>.)\_We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original NIT.*
  
2. *We here by confirm that, we have uploaded the copies of original genuine documents, required as supporting documents to qualify as per RFP/NIT. The uploaded documents are attested by a Notary Public and are signed on each page by the authorized representative.*
  
3. *Suppression of any information in any form if detected at any stage will be our disqualification and will lead to rejection of our offer or termination of the contract as the case may be.*

*Date*

*Signature Authorized Person With seal*

*Name of the signatory*

*Company Name*

*Postal Address*

*Email ID*

*Phone*

*FAX*



**APPENDIX 18:  
SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT**

**A) Basic information**

<i>Name of the organization</i>	
<i>Registered Office Address</i>	
<i>Telephone No</i>	
<i>Name of the Project Company</i>	
<i>Number of employees</i>	

**B) B. Information regarding Social Accountability**

- What is the minimum age required to join your organization ? ( \_\_\_ Years)
- Do you engage child labour in any light work? (Yes/No)
- What types of certificates (Like mark sheet, birth certificate) you keep with you? (Original Copy / Xerox)
- Do you require to keep any kind of cash deposit at the time of employment? (Yes/No)
- Do the workers know the risk / hazard associated with their work? (Yes/No)
- Do you provide personal protective equipment(s) to your employees free of cost? (Yes/No)
- Do you ensure canteen facility for your employees? (Yes/No)
- What types of medical benefits you provide to your employees?
- Do you allow trade union and collective bargaining? (Yes/No)
- If no, how do you ensure freedom of expression?
- In case of non-performance of any employee, how do you deal with such situations?
- What are the procedures of hiring/promotion/remuneration in your organization?
- Do you provide appointment letter to your employees? (Yes/No)
- Do you maintain a documented terms and conditions of employment, or personnel file? (Yes/No)
- If no, how do you terminate your employees?
- How do you ensure that your employees are not discriminated on the basis of cast, creed, gender, religion, age etc?
- How many shifts you have?
- Which day is off-day in your organization?
- In case, a person works on off-day or holiday, how is he/she compensated?
- Do you engage workers on overtime?
- Do you pay overtime to your employees as per law?

- *Lowest amount (salary/wage) you pay to your employees?*
- *Highest amount paid by you?*
- *Is there any case of deduction in wages?*
- *In case, it is yes, what are the general reasons for such deductions?*
- *Have you taken care to look into issues related to Child labour, Forced labour, Health & Safety, Working hours and Remuneration of your suppliers.*

*We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial / corrective actions identified against the requirement and promptly inform Goa-IDC. We also declare that the sub-contractors / sub supplier's performances are monitored by us. Moreover, we declare that if invited, we shall participate in awareness programmes as well as monitoring programmes, organized by Goa-IDC.*

*We declare that the above-mentioned information are correct.*

*Signature:*

*Designation:*

**APPENDIX 19:**

**DELETED**

**APPENDIX 20:**

**DETAILS OF PROJECTS IN HAND / CONTRACTS IN OPERATION**

(Under this Appendix, Bidder to submit Details of their Projects in hand / Contracts in Operation)

Bidder's narrative Ref. No.: [●]

Date: [●]

From:

\_\_\_\_\_

\_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

**Sub: Details of our Projects in hand / Contracts in operation.**

Sl.No.	Project / Contract Particulars	Date of Commencement	Likely date of completion

Thanking you.

Yours faithfully,

Authorized Signature:

Name and Title of Authorized Signatory:

Round Seal<sup>114</sup>:

\_\_\_\_\_

*Designation:*

*Date:*

**APPENDIX 21:  
INTEGRITY PACT**

*(Duly signed and stamped by the Authorized Representative of the Bidder)*

**INTEGRITY PACT**

Between

<.....Limited> hereinafter referred to as "The Principal"

and

<.....> hereinafter referred to as "The Bidder / Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for..... . The Principal values full compliance with all relevant laws and regulation, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

**Section 1 – Commitments of the Principal**

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 or any other person acting on his/her behalf, with in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution. The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder/Contractor**

The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He/she commits himself/herself to observe the following principles during his/her participation in the tender process and during the contract execution.

- a) The Bidder/Contractor will not, directly or through any other persons 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 immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder/Contractor will not enter with other Bidders into any agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission in the bidding process.
- c) The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- d) The Bidder/Contractor will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his/her 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 has committed a transgression through a violation of Section 2 such as to put his/her reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression. The severity will be determined by the facts and 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.

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. If the Bidder/Contractor can prove that he/she has restored/recouped the damage caused by him/her and has installed a suitable corruption prevention system, the Principal may revoke the

exclusion prematurely. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

If the Principal has disqualified the Bidder from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country or with any other Public Sector Enterprise in India that could justify his/her exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing. The Principal will enter into agreements with identical conditions as this one

with all Bidders, Contractors and Subcontractors. 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 Bidders/ Contractors/Subcontractors**

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 its Chief Vigilance Office.

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

The Principal may appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.

The Monitor is not subject to instruction by the representatives of the parties and performs his/her function neutrally and independently. He/she reports to the chairperson of the Board of the Principal.

The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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.

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 heal the violation, or to take other suitable 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.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him/her by the 'Principal' and, should the occasion arise, submit proposals or correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent directors/ Chairman as prevailing with Principal.

If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has

not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India. 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 respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section 10 – Other provisions**

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Panaji Goa. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. 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.

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For the Principal

For the Bidder / Contractor

Place

Witness 1

Date.....

Witness 2

**APPENDIX 22:  
FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE BID**

*(To be stamped in accordance with the relevant Stamp Act)*

**Power of attorney for signing of Bid**

Know all men by these presents, We, [Insert name and address of the registered office of the Bidder]<sup>17</sup> do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms [Insert Name of the Authorised Signatory], son/daughter/wife of Mr. / Ms [Insert Name], and presently residing at [Insert Address], who is presently employed with us and holding the position of [Insert Designation], 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 for the selection of Mine Developer and Operator for Coal Mining Project ("Coal Mining Project") in response to the Tender Document No. [Insert Number] dated [insert date] issued by GOA-IDC including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders' and other conferences and providing information/responses to GOA-IDC, representing us in all matters before GOA-IDC, and generally dealing with GOA-IDC in all matters in connection with or relating to or arising out of our bid for the said Coal Mining Project and/or upon award thereof to us and/or till the entering into the Coal Mining Agreement with GOA-IDC.

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.

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

For.....  
.....

(Signature, name, designation and  
address) Witnesses:

- 1.

2.

Accepted  
Notarised

(Signature, name, designation and address of the  
Attorney)  
\_\_\_\_\_

<sup>17</sup> In case of Route 3 – each Member Consortium will have to issue this Power of 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 Laws 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 authorizing the execution of this power of attorney.
- ⊙ For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and appropriately notarised in the relevant jurisdiction. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.