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Date : 02-09-2023

Draft NIT document

For

Engagement of Book Running Lead Managers (BRLMs) for Listing and Partial Disinvestment of CIL's equity shareholding in Bharat Coking Coal Limited (BCCL) through an Initial Public Offer (IPO) in the Domestic Market

(Only through GeM Portal)



*महारत्न कंपनी
A Maharatna Company*

**COAL VIDESH & INTERNATIONAL COOPERATION DIVISION
7th FLOOR, COAL INDIA LIMITED
"COAL BHAWAN", PREMISES NO.04, M.A.R.,
PLOT AF-III, ACTION AREA 1A,
NEW TOWN, RAJARHAT,
KOLKATA-700 156.**

www.coalindia.in

IMPORTANT

CIL has floated this draft tender document at <**CIL website**> to seek inputs/ suggestions from the prospective bidders through a pre-NIT meeting. Subsequently after suitable incorporation of comments/observations, if any, of the prospective bidders, the final and duly approved tender document shall be floated through **GeM portal only**. At that time, all the bidders shall be required to submit their offers through **GeM portal only**.

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RESPONSIBILITIES OF BOOK RUNNING LEAD MANAGER (BRLM) / SCOPE OF WORK

Introduction

Coal India Limited

Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. With a modest production of 79 Million Tonnes (MTs) at the year of its inception CIL, today is the single largest coal producer in the world and one of the largest corporate employer with manpower of 239,210(as on 1st April, 2023). It ended FY 2022-23 with the best-ever production figure of 703.21 MT registering a growth of 12.94 %, the highest ever offtake of 694.69 MT a massive 32.80 MT increase over 2021-22 recording a growth of 5%.

CIL contributes to 85% of total domestic coal production and 75% of total coal-based power generation. CIL contributes to 55% of total power generation and meets 40 % of the primary commercial energy requirements of the country, thereby playing a key role in “Make in India” and in turn making Indian corporates globally competitive.

CIL functions through its various subsidiaries in 83 mining areas spread over eight (8) states of India. Under the aegis of Ministry of Coal, GoI, CIL has been recognized as a *Maharatna* company - a privileged status conferred by the Government of India to select state-owned enterprises in order to empower them to expand their operations and emerge as global giants.

Bharat Coking Coal Limited

Bharat Coking Coal Limited (BCCL) is a wholly owned subsidiary of CIL. BCCL was incorporated in January, 1972 to operate coking coal mines in the Jharia & Raniganj Coalfields, taken over by the Govt. of India to ensure planned development of the scarce coking coal resources in the country.

Since foundation of CIL in 1975, BCCL is under the administrative control of CIL and primarily engaged in supply of metallurgical grade coking coal to steel sector, and thermal coal to power section in India. During its existence of over 50 years, BCCL has emerged as the leading player that meets around half of the national demand of prime coking coal for the integrated steel sector. Currently, the Company operates 32 coal mines which include 04 underground, 26 opencast & 02 mixed mines as on 01.04.2023. The mines are grouped into 13 area (including Washery Division) for administrative convenience. The Company also runs 5 coal washeries & 3 are under construction.

The Authorized Share Capital of the Company is ₹ 5100 Crores (Rupees Five Thousand One Hundred Crores Only) consisting of 5,10,00,000 (Five Crore Ten Lakh) Equity Shares of ₹ 1000/- (Rupees One Thousand) each. The paid-up capital of BCCL (as on 31.03.2023) is ₹ 4,657 cr

comprising of 465.70 Lakhs equity shares of face value of ₹ 1000 each. At present, CIL holds the entire shares in BCCL. Net-worth of BCCL, as on 31.03.2023, was ₹ 3771.24 cr and Profit after Tax (PAT) was ₹ 645.01 cr. Further details of the operations, management, financials etc. of the company are available in the public domain which can be viewed on their website (viz. <https://www.bcclweb.in/>).

Proposal

CIL has decided listing of shares of BCCL on the stock exchanges entailing part-sale of its stake in BCCL through prospectus based “Initial Public Offer” (IPO) in the domestic market as per SEBI rules and regulations. The proceeds of the issue will be available to CIL, which may be used to meet its funding requirements for various diversification projects or for general corporate purposes.

25% of total paid up shares i.e. 1,16,42,500 (One Crore Sixteen Lakhs Forty Two Thousand Five Hundred Only) shares of ₹ 1000 each, is proposed to be offered after conversion to equity shares of lower face value to be decided in due course. Divestment of the CIL stake in BCCL up to 25% is envisaged with a minimum of 10% in first tranche. The final percentage of paid-up equity to be divested/issued as part of the IPO will be determined based on the post issue capital of BCCL calculated in accordance with clause 19 (2) of the Securities Contracts (Regulation) Rules, 1957 (SCRR). A part of the public offering may be reserved for employees of CIL/BCCL as per Securities and Exchange Board of India (SEBI) Rules/Regulations.

CIL will select and appoint up to **<TWO or THREE – to be decided based on size of BCCL IPO>** (*in words and numbers*) Investment Bankers / Merchant Bankers with requisite experience in Public Offerings, who together will form a team and would be called Book Running Lead Managers (BRLMs). The BRLMs, in consultation with CIL, will form a SYNDICATE as required under the SEBI Guidelines/Regulations.

CIL will have the option of appointing lesser number of BRLMs as Syndicate member(s), if deemed necessary.

The Book Running Lead Managers will be required, inter alia, to undertake tasks related to all aspects of the “Initial Public Offering” including but not restricted to, as mentioned below:

- a) Assist in carrying out tendering process for selection/engagement of the key intermediaries, viz. Technical Consultants, Legal Advisors (Domestic/International), Auditors, etc. to be appointed by CIL, and coordinate the work of all intermediaries.
- b) Advise CIL in deciding regarding number of tranches for issuance of public offer, reservation and discount to retail investors and employees, etc.
- c) Undertake due diligence activities and prepare the DRHP/RHP/Prospectus and complete all stipulated requirements & formalities of regulatory/statutory authorities.

- d) Undertake filing of the DRHP/RHP/Prospectus with SEBI/ Stock Exchanges/ ROC.
- e) Advise on the regulatory norms and assist in securing approval and exemptions, wherever necessary, from various regulatory agencies such as SEBI, Stock Exchanges, RBI, FIPB etc.
- f) Conduct pre-market surveys, road shows to generate interest amongst prospective investors. Arrange meetings with the key investors, facilitate communication about the growth potential of the Company and articulate the key marketing themes & positioning of the Company.
- g) Undertake market research, assist in the pricing of the Issue, allocation of shares and provide after sale support, etc.
- h) Perform all other responsibilities connected with the “Initial Public Offer”.
- i) Underwrite the “Initial Public Offer” as per SEBI rules & regulations.
- j) Structure the “Initial Public Offer” in conformity with the prevailing framework and Guidelines / Regulations of SEBI, SEBI (ICDR) Regulations, 2018, the Stock Exchanges and Securities Contract (Regulation) Act, 1956, Securities Contract (Regulation) Rules 1957, SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2009, as amended and Companies Act, 2013 and the rules made under above statutes.
- k) Prepare and approve the statutory advertisements for publication. The cost of the preparation will be borne by the BRLMs and the cost of publication will be borne by CIL.
- l) Organize road shows both domestic and international. All expenses in this regard will be borne by the BRLMs except the tour expenses of CIL and BCCL officials.
- m) Advise CIL on the timing and the modalities of the “Initial Public Offer”.
- n) Ensure optimum return to CIL.
- o) Undertake the task of printing and distribution of stationery required for the “Initial Public Offer” as illustrated in **Annexure-I**. The BRLMs will ensure that the stationery is printed in adequate quantity and delivered to the Centres /Parties well in advance. The appointed BRLMs will have to print a minimum of **<to be decided during pre-NIT>** Application Forms for all the categories taken together. Any deficiency noticed in this regard shall be viewed seriously by CIL. All expenses in this respect will be borne by the BRLMs.
- p) The following statutory fees will be paid by BRLMS, after obtaining negotiated quotes wherever applicable, and would be reimbursed by CIL as per actuals against an invoice:
 - (i) Fee payable to SEBI as filing fee;
 - (ii) Payment to NSE and BSE for use of software for the book building
 - (iii) Payments required to be made to Depositories or the Depository Participants for transfer of share to the beneficiaries’ account.
 - (iv) Payment required to be made to Stock Exchange for initial processing, filling and listing of shares.

Note: The above expenses need not be included in the financial bid.

- q) Shall enter into the requisite agreements i.e Offer Agreement, Underwriting Agreement, Syndicate Agreement, Agreement with Registrar, Advertising Agency agreement and Escrow Agreement based on the model agreements as available on the website www.dipam.gov.in of Department of Investment and Public Asset Management (the same model agreement may be used by CIL also, with minor customizations if any).
- r) Ensure completion of all post issue related activities as laid down in the SEBI Regulations.
- s) Render such other assistance as may be required in connection with the IPO.

NOTE:

A. CIL shall appoint the following intermediaries, and will bear the expenditure involved on account of these intermediaries:

- Legal Advisers–Domestic and/or International,
- Auditors,
- Industry Consultant,
- Bankers to the Issue,
- Registrar to the Issue.

B. The expenses related to the tour programme of only CIL and BCCL officials will be borne by CIL.

C. In case CIL decides to defer the Public Offering after the Application Forms have been printed, CIL would reimburse the actual cost of printing of Application Forms only and not the distribution cost. Further, in the event the filing fee is required to be paid again due to deferment of the offering, then CIL will reimburse the filing fee paid by the BRLMs.

BASIC ELIGIBILITY CRITERIA

1. The Bidder shall be a Consultancy Firm/ Company / LLP registered in India having a **Category-I Merchant Banker License** issued by SEBI. The Certificate of registration with SEBI should be valid as on Date of Opening of Bid, should remain valid till the completion of all activities relating to the IPO.
2. Experience in handling following Equity Public Offerings transactions shall be considered for evaluation of the bid:
 - i. Initial Public Offer (IPO)
 - ii. Follow-on Public Offer (FPO)
 - iii. Offer For Sale (OFS)
 - iv. Qualified Institutional Placement (QIP)
3. However, the experience in handling a certain value of non-IPO transaction shall be **divided by three** to make it equivalent to an experience in IPO transaction. For illustration, an experience in handling in OFS / FPO / QIP transaction of INR 1,500 crores shall be considered equivalent to an experience of IPO transaction of INR 500 crores.
4. Bidders should have handled and completed at least **one QUALIFYING JOB**. The Definition of **QUALIFYING JOB** shall mean experience in one IPO transaction of minimum INR 625 Crore managed as Book Running Lead Managers during last five financial years i.e. 01-04-2018 to 31-03-2023.
5. Experience of Affiliates / Subsidiary / Parent Co. etc. **shall not** be considered.

Confirmatory Documents:

- *Copy of a Certificate of Category-I Merchant Banking License issued by SEBI, valid as on the date of Opening of Bid;*
- *Copy of Work Order and Completion Certificate for having handled **at least one** Qualifying Job.*

Submission of Proposal:

CIL has floated this draft tender document at **<CIL website>** to seek inputs/ suggestions from the prospective bidders through a pre-NIT meeting. Subsequently after suitable incorporation of comments/observations, if any, of the prospective bidders the final and duly approved tender document shall be floated through **GeM portal only**. At that time, all the bidders shall be required to submit their offers through **GeM portal only**.

The Bids shall be invited in 2-Part system, Part-I (Technical Offer) and Part-II (Financial Offer). Further, the Part-I shall be submitted as follows:

- a. Part I (a) – Earnest Money Deposit, Confirmatory Documents to meet Basic Eligibility Criteria (BEC) & General Eligibility Criteria (GEC), Letter of Bid, Mandatory Declarations/Disclosures, General Information about the Bidder, etc.
- b. Part I (b) – Document Based Technical Offer (DBTO)

- c. Part I (c) – Presentation Based Technical Offer (PBT0) - *<The Bidder shall not be required to submit presentation along with Part I(a) and Part I(b). After the evaluation of Part I(a) and Part I (b), the shortlisted bidder shall be notified and invited for presentation.>*

General Eligibility Conditions:

1. Any form of Joint Venture or Consortium or Subcontracting shall not be allowed.
2. The Bidder shall be a legal entity registered in India under relevant Act. The Bidder may also be a branch office of any foreign entity registered in the country of incorporation with permission from RBI to operate in India.
3. The Bidder should not be blacklisted by any Government or Quasi-Government agencies or Public Sector Undertaking (PSU) including CIL and its subsidiaries.
4. The Bidder in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
5. The Bidder in its name shall have Goods & Services Tax Registration Number (PAN based) in India.
6. The Government of India has prescribed guidelines for qualifications for Advisors for disinvestment process vide O.M. No. 5/3/2011-Policy dated 08.06.2011, **enclosed at Annexure-GN1**. The interested Bidders fulfilling eligibility criteria mentioned in **Paragraphs hereinafter** are advised to go through the guidelines and if eligible, furnish requisite certificate on the letter head of the bidding firm in format **at Annexure-GN2**, duly signed and stamped by the authorized person, as a part of the Proposal.

The bidder shall also submit:

1. Profile of the organization with full particulars of the constitution, ownership and business activities of the prospective Book Running Lead Manager (Bidder).
2. Unabridged Annual Reports or audited financial accounts for the last three years of the firm submitting the Proposal.
3. Details of all pending litigation and contingent liabilities, if any should be indicated. Details of past conviction and pending litigation against sponsors/partners, Directors etc., if any, and areas of possible conflicts of interest may also be indicated.

Documentary Evidence

In respect of the general eligibility criteria as above, the Bidders are required to furnish the following information:

1. *Name, address & contact details of the Bidder as registered and its status.*
2. *Registration No. and Year of registration.*
3. *Copy of valid certificate of Category-I Merchant Banker issued by SEBI*
4. *Confirmation about blacklisting & conflict of interest of the Bidder as per **Annexure-GN3***
5. *Confirmation about RBI permission (in case of foreign entity)*
6. *PAN and GST Registration Number (PAN based) of bidder, duly attested by the authorized representative of the bidder.*

7. *General information of the Bidder as per **Annexure-GN4** and scanned copy of relevant documents.*

SUBMISSION OF PROPOSAL:

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Proposals have to be submitted by the Bidders as per the following directions:

Part 1 (a) – The following documents shall be uploaded in this section:

- (a) **Letter of Bid (LOB):** as per the details provided in other Terms & Conditions. The Letter of Bid (LOB) as per the format given at (**Annexure-1A**) will be printed on Bidder's letter head duly filled in, signed and stamped with the seal of the company by a person competent and having the "Authority" / "Power of Attorney" to bid on behalf of the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Authority" / "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for the submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded department with NIT document, then the bid may be liable for rejection.

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (**as per [Annexure-1B]**) by the person signing the LOB in favour of person bidding online is require to be uploaded.

- (b) **Earnest Money Deposit:** Earnest Money Deposit (EMD) for the bid shall be up to 1.25% of the estimated value of Work, limited to INR 50.00 lakhs. <**CIL to seek budgetary quotes from the prospective bidders during Pre-NIT conference**>. EMD shall be deposited by the bidders electronically only at the designated bank account of CIL. The bids shall be evaluated only after EMD confirmation from the banks received by CIL;
- (c) Documentary Evidence against Basic Eligibility Criteria,

- (d) Documentary Evidence against General Eligibility Conditions,
- (e) Duly signed and witnessed Pre-Contract Integrity Pact, as per the proforma in **Annexure-III**.
- (f) Undertaking on not being banned/delisted by CIL/subsidiaries as per **Annexure-IV**.
- (g) Authority letter authorizing the person of the bidder to sign the proposal and other documents as per **Annexure - V**;
- (h) Confirmation letter that the bidder is agreeable to sign the agreements on the basis of model agreements in the format as placed on the website www.dipam.gov.in of Department of Investment and Public Asset Management, **Annexure - VI** (the same model agreement may be used by CIL also, with minor customizations if any).

NOTE: It should be noted that the Part-I should not contain the price. Revealing price in any manner in the Technical Offer shall result in rejection of the Bid.

Documentary Evidence

1. All the above Documents to be uploaded in folder **LOB DOCs along with Part - 1 (a)**.

Part 1 (b) Document Based Technical Offer (DBTO)

1. The Bidder shall be a Consultancy Firm/Company/LLP registered in India having a **Category-I Merchant Banker License** issued by SEBI. The Certificate of registration with SEBI should be valid as on Date of Opening of Bid, should remain valid till the completion of all activities relating to the IPO.
2. Details of Domestic and International Equity Public Offerings managed as Book Running Lead Managers, in respect of issue size of ₹ 625 crore or more, to be furnished in the format given at **Annexure-T01**.
3. Experience in handling following Equity Public Offerings transactions shall be considered for evaluation of the bid:
 - i. Initial Public Offer (IPO)
 - ii. Follow-on Public Offer (FPO)
 - iii. Offer For Sale (OFS)
 - iv. Qualified Institutional Placement (QIP)
4. However, the experience in handling a certain value of non-IPO transaction shall be **divided by three** to make it equivalent to an experience in IPO transaction. For illustration, an experience in handling in OFS/FPO/QIP transaction of INR 1,500 crores shall be considered equivalent to an experience of IPO transaction of INR 500 crores.
5. Bidders should have handled and completed at least **one QUALIFYING JOB**. The Definition of **QUALIFYING JOB** shall mean experience in one IPO transaction of minimum INR 625

Crede managed as Book Running Lead Managers during last five financial years i.e. 01-04-2018 to 31-03-2023.

6. Experience of Affiliates / Subsidiary / Parent Co. etc. **shall not** be considered.
7. The Definition of '**Related Sectors**' shall cover **Coal/Metal Mining & Beneficiation, Thermal Power Plants, Iron & Steel Sectors**.

The components of Document Based Technical Offer (DBTO) shall be as follows:

- a. Experience in handling similar transactions **(Weightage 20/100)**
- b. Experience & Expertise in Related Sectors, and Understanding of BCCL **(Weightage 20/100)**
- c. Deal Team Qualification & Manpower Commitment to CIL **(Weightage 10/100)**
- d. Marketing strategy & Post Issue Market Support **(Weightage 20/100)**
- e. Local presence and strength in drawing Retail Investor participation **(Weightage 15/100)**
- f. Global Presence and Distribution Capabilities **(Weightage 5/100)**
- g. Past Experience in IPO transactions managed as BRLM for any CPSE or State PSU or Public Sector Banks or their Subsidiaries **(Weightage 10/100)**

The detailed marking scheme for Technical Bid shall be as follows:

- A. Experience in handling similar transactions **(Weightage 20/100)**
 - i. Bidders have to compulsorily qualify and provide details for at least ONE Qualifying Job for which **15 marks** will be awarded. Failure to qualify the said condition would entail the entire bid as 'Non-responsive'.
 - ii. For every additional Qualifying Job provided, additional 2.5 marks shall be given, with an overall cap of **20 marks** (i.e. 15 + 2.5 + 2.5) for THREE or more completed Qualifying Jobs.

Documentary Evidence – *Work Order and Completion Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards Experience in handling & completing similar transactions as BRLM.*

- B. Experience & Expertise in Related Sectors, and Understanding of BCCL **(Weightage 20/100)**
 - i. Projects-specific studies carried out for any Client or Independent Research Reports completed during the period from 01-04-2018 to 31-03-2023 in the Related Sectors. **[Max 3 points - 1 point for each completed study]**

- ii. Company or Industry focussed studies carried out for any Client or Independent Research Reports completed during the period from 01-04-2018 to 31-03-2023 in the Related Sectors. **[Max 4 points - 1 point for each completed study]**
- iii. **Additional 5 marks** for ONE or more assignments of **half the size of Qualifying Job** in the **Related Sectors**.
- iv. Understanding of CIL & BCCL, and S.W.O.T. Analysis of BCCL, Positioning of BCCL wrt. the transaction. **[5 marks]**
- v. Valuation of BCCL & estimation approach **[3 marks]**

Documentary Evidence

- **For i & ii.** - Work Order & Completion Certificate from Client and Auditor certified Final payment, For independent research reports - Copy of Report
- **For iii** - Work Order and Completion Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards Experience in handling & completing similar transactions as BRLM.
- **For iv, v** – Independent analysis/assessment to be submitted by the bidder.

C. Deal Team Qualification & Manpower Commitment to CIL (Weightage 10/100)

- i. The bidder is required to submit the details of the proposed Team to handle the BCCL Issue as per format given below:

Name of the team member & Category	Years of Full-time Experience with recent Organization	Base Location	Total Years of Full-time Experience	No. of IPO issues handled and Name	Funds raised through IPO (in INR Crore)
A	B	C	D	E	F
Investment Banking Division (IBD)					
Equity Capital Markets (ECM)					
Sales					
Research					

- ii. A team member shall be considered 'Desirable' if the following parameters are met:
 - a. For Column D : 7 (seven) or more years

- b. For Column E : 10 (ten) or more numbers of IPO issues
 - c. For Column F : INR 5,000 Crore or more as aggregate fund raised through IPO.
- iii. The evaluation of Team member shall be carried out as follows:
 - a. **1 marks** for each member who satisfies all the three parameters,
 - b. **0.75 marks** for each member who satisfies any two of the three parameters,
 - c. **0.50 marks** for each member who satisfies only one out of the three parameters,
 - d. **Zero points** for each member who does not satisfy any of the desirable criteria
 - iv. A particular individual can be placed in only one of the categories (IBD / ECM / Sales / Research).
 - v. The overall capping aggregate score in this section shall be limited to **10 marks**.
 - vi. A bidder must score a minimum of 1.50 marks in at least three of the four categories (IBD / ECM / Sales / Research) to qualify for further consideration of their bid. Failure to qualify the said condition would entail the entire bid as 'Non-responsive'.

Documentary Evidence -

1. *The bidder shall submit the details of the core team that will be handling the proposed issue, their status in the organization, their background, qualification, experience and present addresses, along with the telephone numbers - office, residence, mobile, e-mail etc - hands-on experience.*
2. *Specific experience in handling equity capital market transactions of Coal/Metal Mining & Beneficiation, Thermal Power Plants, and Iron & Steel projects should also be furnished clearly. Similarly, specific experience in handling equity capital market transactions of any CPSE or State PSU or Public Sector Banks or their Subsidiaries should also be furnished clearly.*
3. *Further, similar details in respect of the supervisory team may be indicated. Details of other professionals who would provide back-up support may also be indicated separately.*
4. *An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation etc. another person of the same qualification and experience would be made available with concurrence of the CIL.*

D. Marketing strategy & Post Issue Market Support (Weightage 20/100)

- i. Optimal Syndicate structure to maximize quality and quantity of demand; Proposal on Syndicate incentivisation; Details of the valuation methodology to be followed in determining the price of the "Initial Public Offer". **[4 marks]**

- ii. Identification of key selling points for marketing the Offering; Demand analysis and aspects influencing demand; Strategy for pre-marketing; Identification of target investor groups; Proposed Road Show venues and reasons for suggesting the same; Level of BRLM representatives who will travel with CIL on the Road Shows; and Strategy of marketing to Anchor investors, Foreign Institutional Investors, Domestic Institutional Investors and Retail Investors, etc. *(Separate strategies to be provided for domestic and global investor groups)*. **[4 marks]**
- iii. Underwriting capabilities including details of the capital base of the Investment Bank available to support such underwriting, record of past underwriting commitments and experience. Details of the underwriting commitments (including hard underwriting) which could not be met. **[5 marks]**
- iv. Strength in lending after market support, with specific reference to Indian issues managed in the past. **[3 marks]**
- v. Indicate realistic time schedule for launching the proposed “Initial Public Offer” with breakup of all activities to be undertaken by CIL/BCCL and BRLMs through various agencies involved in the process. **[4 marks]**

Documentary Evidence

- ***For i-v – Independent strategy/analysis to be submitted by the bidder.***

E. Local presence and strength in drawing Retail Investor participation (Weightage 15/100) –

- i. A list of Indian cities where the offices of investment banking (equity segment) of the bidder are currently operative. **[Maximum 5 marks – 1 mark for each city]**
- ii. Details for aggregate fund raised as Book Running Lead Managers through Retail Investor participation in IPO transactions during last five financial years i.e. 01-04-2018 to 31-03-2023. **[Maximum 10 marks – 1 mark for every multiple of INR 1,000 crores]**

Documentary Evidence

- ***For i – Self-declaration to be submitted by the bidder.***
- ***For ii – Work Order and Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards raising funds through Retail Investor participation in IPO transactions as BRLM. In case the completion certificate from the Client is not available, Bidders shall provide the relevant details in the form of a self-certified document duly countersigned by Auditor.***

F. Global Presence and Distribution Capabilities (**Weightage 5/100**)

- i. Indicate global network and distribution strength. **[1 marks]**
- ii. The understanding and relationship with foreign institutional investors. **[1 marks]**
- iii. The aggregate funds mobilized from foreign investors to India for IPO transaction managed as Book Running Lead Managers during the period from 01-04-2018 to 31-03-2023. The marking shall be as follows:
 - a. **3 marks** in case of funds mobilised is greater than **<10% of overall FII Fund inflow to India through Equity Public Offerings (IPO/FPO/OFS/QIP)>**
 - b. **2 marks** in case of funds mobilised is in the range of **<5% to 10% of overall FII Fund inflow to India through Equity Public Offerings (IPO/FPO/OFS/QIP)>** (both figures inclusive)
 - c. **1 marks** in case of funds mobilised is less than **<5% of overall FII Fund inflow to India through Equity Public Offerings (IPO/FPO/OFS/QIP)>**

Documentary Evidence

- **For i, ii** – Self-declaration to be submitted by the bidder.
- **For iii** – Work Order and Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards raising funds through Retail Investor participation in IPO transactions as BRLM. In case the completion certificate from the Client is not available, Bidders shall provide the relevant details in the form of a self-certified document duly countersigned by Auditor.

G. Past Experience in experience in IPO transactions managed as BRLM for any CPSE or State PSU or Public Sector Banks or their Subsidiaries (**Weightage 10/100**)

- i. **2.5 marks** for each assignment of **half the size of Qualifying Job** undertaken for any **CPSE/State PSU/Public Sector Banks and/or its Subsidiaries.**

[Maximum 10 marks]

Documentary Evidence

- **For i** – Work Order and Completion Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards Experience in handling & completing similar transactions as BRLM.

Additional Notes:

1. *Copies of work orders and completion certificate along with other supporting document(s), if required, issued by the client containing at least following specific details of each of the assignments:*
 - (i) *Nature & scope of work/services;*
 - (ii) *Specific work value;*
 - (iii) *Completion date of the work.*
 - (iv) *Satisfactorily fulfilment of the contractual obligation*
 - (v) *Reference number & date of the work order and completion certificates of the assignment*
 - (vi) *The customer's name & address, contact number*
2. *In case experience of any previous entity (which has been acquired by or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.*
3. *In case the bidder is not in a position to submit Completion Certificate from the Customer, he may submit a self-certified certificate duly signed by their auditor clearly indicating the customer's name & address, contact number, date of completion (DD / MM / YYYY), value of the contract, and that the bidder has satisfactorily fulfilled the contractual obligation.*
4. *CIL reserves the right to verify completion certificate / self-certification.*

The documents submitted shall be evaluated for marks totaling to 100 marks. The Document Based Technical Score (DBTS) obtained by bidder shall be converted pro-rata into 70 marks.

Part 1 (c) Presentation Based Technical Offer (PBTO)

<The Bidder shall not be required to submit presentation along with Part I(a) and Part I(b). After the evaluation of Part I(a) and Part I (b), the shortlisted bidder shall be notified and invited for presentation.>

The bidders who have obtained a minimum First Cut-off of 70% marks (i.e. 49 / 70) in DBTS, i.e. Part-I(b) shall be called for presentation, physically, at a later date. The presentation shall be evaluated for a Presentation Based Technical score (PBTS) totaling to a maximum of 30 marks. The Technical Score (TS) shall be 100 marks [70 for Part-I(b) + 30 for Part-I(c)].

Part 2 – Financial Offer

1. The bidder shall submit the Financial Offer as per the format at **Annexure – F01**. The components of Financial Offer shall be as follows:

- a. The bidders shall be required to submit a consolidated Financial Offer consisting of overall Consulting Fees and other incidentals expenses till the completion of the whole transaction. The other incidental expenses shall include, but not limited to, the following:
 - Advertisement agency/public relation agency for preparation of statutory advertisements;
 - Stationary, including printing of stationery;
 - Road shows;
 - Any additional selling commission/ brokerage that the Merchant Bankers may pay in addition to selling commission/brokerage that CIL will pay;
 - b. In addition, the bidders shall also separately submit an indicative list of the statutory or regulatory fees / charges to be borne by CIL. However, this shall not form part of the consolidated Financial Offer to be submitted by the bidder.
 - c. For the purpose of computation of financial score, only the consolidated Financial Offer quoted by the bidder shall be considered.
 - d. The entire fee shall be quoted on Fixed-fee basis. There shall not be any Variable Fee.
2. The fee quoted should be a minimum of ₹ 1 (Rupees one only), with higher bids being in multiples of ₹ 1 thereafter, failing which the financial bid would be rejected. The amount should be mentioned both in the figures and words. In case of mismatch between the two, the amount mentioned in words would be considered final. Fee quoted by the bidder should be inclusive of all applicable taxes, cess, duties etc. but exclusive of applicable Goods and Service Tax.
 3. The fee quoted by selected BRLMs would be paid by CIL along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable. The different taxes should be indicated separately while raising the bills for payment of fee. All bills are to be raised in ₹ and will be payable in ₹ only after successful and satisfactory closure of the transaction.
 4. The fee quoted should be unconditional and inclusive of the expenditure to be incurred on the intermediaries and the work items mentioned in the Scope of Work above. To this effect, the bidder shall submit a certificate in the format as per **Annexure – FO2** along with his bid. Bids with conditionality will be summarily rejected.
 5. The Bidders will be liable to pay taxes applicable as per law.

Drop Dead Fees

The Bidders may separately quote a Drop-Dead fee, if any, in the format as per **Annexure – FO3**. Drop Dead Fee quoted by the Bidder shall not be more than **10% of the consolidated Financial Offer** quoted by the bidder, and shall be payable by CIL only in the event when the transaction is called-off after filing of the DRHP. The lowest Drop-Dead fee quoted by any of the finally

selected Bidders (limited to 10% of their quoted consolidated Financial Offer) would be treated as Drop Dead Fee for the transaction and be shared equally by all selected BRLMs. Drop Dead Fee will not be a criterion in determining the H-1 bidder.

Bid Validity: The proposal submitted by the bidder shall be valid for at least **six (6) months** from the date/extended date of opening of Financial Offer. In exceptional circumstances, CIL 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 by e-mail / speed post /fax. A bidder may refuse the request and it will not imply forfeiture of its bid security/EMD. A bidder who accepts the extension of bid validity, will not be required nor permitted to modify its bid.

CIL reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons thereof.

Details of Tender <the bidding timeline hereunder shall be followed at GeM Portal>

1.	Tender No.	CIL/CV/2023/BRLM/BCCL/xxxx dated DD-MM-YYYY
2.	Type of Tender	Domestic (Two Part System)
3.	Earnest Money Deposit (INR)	< up to 1.25% of the estimated value of Work, limited to INR 50.00 lakhs >
4.	Cost of Tender / Tender Fee	NIL
5.	Subject of Tender	Engagement of Book Running Lead Managers (BRLMs) for Listing and Partial Disinvestment of the Coal India Limited's Equity Shareholding in Bharat Coking Coal Limited (BCCL) through an Initial Public Offer and to Raise Funds through Issue of Fresh Equity Shares in the Domestic Market.
6.	e-Publishing Date of Tender	DD-MM-2023 (denoted as 'T')
7.	Downloading of Tender Document	
	(i) Starts on	T
	(ii) Closes on	T+22
8.	Seeking Clarification	
	(i) Starts on	T
	(ii) Closes on	T+7
9.	Pre-Bid Meeting	T+11
10.	Online Submission of Offers:	
	(i) Start Date and Time	T
	(ii) Last Date and Time	T+22
11.	Due date of Opening of Tenders (Cover-I)	T+25

PROCEDURE FOR SELECTION OF THE BOOK RUNNING- LEAD MANAGERS (BRLMS)

Interested Bidders meeting the Basic Eligibility Criteria, are required to submit their credentials with the Technical Offer, **in the format prescribed** above, for the proposed transaction.

The evaluation of the offers shall be carried out based on QCBS (Quality cum Cost Based Scoring) methodology. CIL shall select **<TWO or THREE – to be decided based on size of BCCL IPO>** number of bidders who shall form the team/Syndicate and be collectively called as Book Running Lead Managers (BRLMs). CIL may consider selecting a lesser number of bidders for appointment as BRLMs.

Technical Offer, (Total 100 Marks and to be Converted to 70) – The Technical Offer will be evaluated only for the bidders meeting Basic Eligibility Criteria, Part-I(a). The Technical Score (TS) shall comprise of Document Based Technical Score (DBTS) & Presentation Based Technical Score (PBTS).

- a. **Part-I(b)-DBTS:** The documents submitted shall be evaluated for marks totaling to 100 marks. The Document Based Technical Score (DBTS) obtained by bidder shall be converted pro-rata into 70 marks.
- b. **Part-I(c)-PBTS:** The bidders who have obtained a minimum **First Cut-off of 70% marks (i.e. 49 / 70) in DBTS**, i.e. Part-I(b) shall be called for presentation, physically, at a later date. The presentation shall be evaluated for a Presentation Based Technical score (PBTS) totaling to a maximum of 30 marks.
- c. The Technical Score (TS) shall be 100 marks [70 for Part-I(b) + 30 for Part-I(c)].

Financial Offer, i.e. Part-II shall be evaluated only after the short-listing of bidders based on their Technical Offer. CIL would open the Financial Bids of the short-listed bidders who have scored a minimum **Second Cut-Off of 70 marks in the Technical Offer**, i.e. Part-I(b) & Part-I(c) combined. The marks scored by the short-listed bidders will be announced before opening of the financial bids. The date and time of opening of the financial bids would be shared with the shortlisted bidders.

For selection of BRLMs, the marks scored by short-listed bidders in their Technical Offer will then be given a weightage of 70. Similarly, the Financial Offer of short-listed bidders will be given a weightage of 30. The combined score of Technical and Financial offers will determine the overall score based on Quality-cum-Cost Based System (QCBS). The qualified bidders scoring the highest combined score shall be ranked H-1, H-2, H-3 and so on in that order.

The H-1 bidder shall be designated as the First BRLM for the proposed transaction. The other bidders ranked as H-2, H-3 and so on in that order would be asked to accept the fee quoted by

H-1, and the parties who so accept the fees quoted by H-1 will also be appointed till the required number of BRLMs are filled up. The fee quoted by H-1 for the transaction would be shared equally by all the appointed BRLMs. However, if any BRLM selected on this basis has quoted a lower fee than that quoted by H-1 then that BRLM will get a fee equal to the fee quoted by him divided by the number of BRLMs appointed for the transaction. The expenses to be incurred by the appointed BRLMs on items under other incidentals expenses as a part of Consolidated Offer above would be shared equally by all the BRLMs.

CIL may consider selecting a lesser number of Bidders for appointment as BRLMs. The selected Bidders will work as a team and be called Book Running Lead Managers.

ACCOUNTABILITY & APPROACH PLAN

Within 14 (Fourteen days) from the date of issue of the appointment letter, all the selected BRLMs will submit the following to CIL-

- **Inter-se:** Details of inter-se allocation of responsibilities (“Inter-se”) in relation to the Initial Public Offering amongst the Bankers and/or their affiliates.
- **Performance Security / Guarantee:** The selected BRLMs shall submit a Performance Security equivalent to 10% of the Contract Value in form of Bank Guarantee, as per the format at **Annexure-PBG**.
- **Contract Agreement:** The selected BRLMs shall enter into Contract Agreement with CIL in the format specified in the Schedule II of ICDR (Issue of Capital & Disclosure Requirements), 2018 regulations issued by SEBI. Further details are provided under Service Level Agreements.
- **Non-Disclosure Agreement:** The selected BRLMs would be required to sign a Non-Disclosure Agreement (NDA) with BCCL and CIL as per the format at **Annexure-NDA**. Failure to sign the same would make their appointment null and void.
- A “Plan of Action” on each responsibility and task to be undertaken by the selected bankers as a BRLM in connection with the captioned IPO, including but not limited to, all the tasks as specified hereunder. The Plan of Action submitted by the selected bankers shall be evaluated by CIL and they may be required to make certain alterations and resubmit the Plan. The Revised Plan of Action should be submitted to CIL within 2 days of finalization of the revisions in the Plan of Action with CIL. The revised Plan of Action, upon formal acceptance by CIL, shall become the final and binding Plan of Action which the BRLM would be required to implement.
- Separate list of investors (both domestic and/or international) indicating name and contact details (address, contact no. & email) of the investor to be approached by each of the selected BRLM for the Initial Public Offer (IPO).

The “Inter-se” submitted by the selected bankers shall be evaluated by CIL/BCCL and the bankers may be required to make certain alterations and re-submit the “Inter-se”. The revised inter-se should be submitted to CIL within 2 days of finalization of the revisions in the inter-se with CIL. The revised inter-se, upon formal acceptance by CIL, shall become final and binding inter-se of action which the BRLM would be required to implement;

After entering into Contract with CIL, the BRLMs shall submit inputs to CIL for carrying out the tendering process for selection / engagement of the other immediate intermediaries, i.e.

Industry Consultants, Legal Advisors (Domestic/International), Tax & Accounting Consultants.
The inputs shall cover the following items:

- List of probable bidders for each category of Intermediary,
- Responsibility & Scope of the Intermediary,
- Estimated value of work.
- Any other necessary inputs required for framing the respective NIT at CIL.

Selected BRLMs will be required to provide regular updates as decided by CIL, regarding the progress made on the final Plan of Action (as referred above) and the tasks undertaken (including follow-ups done) etc. during the preceding period and the course of action for the period after the day this update is being given.

Selected BRLM will be required to submit to the CIL a detailed strategy for reaching out to the retail investors so as to create awareness about retail participation in Initial Public Offer (IPO) at least 14 (fourteen) days prior to filing of RHP.

Selected BRLM will be required to submit post the domestic and international investor meetings, the book building of the investors with likely volume and likely price based on the latest interaction and response of the fund managers.

Selected BRLM will be required to advise CIL on the proper and optimum timing and best floor price for the IPO (apart from other tasks in relation to IPO).

Further, after closure of IPO, within 10 days the selected bankers will be required to submit a self-appraisal on the Final Plan of Action that CIL had accepted. CIL shall also evaluate the bankers' performance based on the Final Plan of Action and self-appraisal sent by the selected bankers, which shall be taken into consideration by CIL for future assignments.

PAYMENT TERMS

The Owner shall make all the payments under the Contract/Services to the Consultancy Firm through e-payment system. The Contractor/Consultancy Firm shall open an account with banks having Core Banking Facility (CBS Branch) and fill in enclosed ELECTRONIC FUND TRANSFER (EFT) FORM at Annexure – P1 of NIT.

No escalation for any reason whatsoever shall be allowed over and above the bid price during the initial / extended Contract Period. However, GST or any other applicable Govt. taxes at applicable rates, on the date(s) of payment(s) shall be paid over and above the payment due.

The payment will be made to the BRLM upon successful achievement of final deliverables within the prescribed timelines by the BRLM.

Income tax at source will be deducted by CIL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by CIL

Payment of Selling Commission

CIL will bear the expenses relating to the payment of brokerage to the brokers etc. to elicit wider participation of retail investors. The brokerage will be 0.35% on allotment to Retail investors; 0.15% on allotment to non-institutional investors and 0.25% on allotment to eligible employees out of quota reserved for them. In the first instance the brokerage will be paid by the appointed BRLMs and on successful completion of the transaction the brokerage would be reimbursed on production of documentary proof of actual disbursement within the stipulated period of one month from the date of finalization of the basis of allotment.

SERVICE LEVEL AGREEMENT (SLA)

Contract Agreement: The selected BRLMs shall enter into Contract Agreement with CIL in the format specified in the Schedule II of ICDR (Issue of Capital & Disclosure Requirements), 2018 regulations issued by SEBI.

Notification of Award / Letter of Award

Prior to the expiration of the period of bid validity/ extended bid validity, CIL will notify the successful bidder electronically on **<Gem Portal>**, which the bidder can download at its personalized dashboard on the portal. Additionally, Notification of Award / Letter of Award shall be communicated in writing by registered/speed post or by fax or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'.

The Notification of Award / Letter of Award will constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by both the Parties.

Signing of the Contract Agreement

The Contract Agreement will be signed in two (2) originals on non-judicial stamp paper of appropriate value within fourteen (14) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CIL.

OTHER TERMS & CONDITIONS FOR SUBMISSION OF OFFER, AND ANNEXURES/FORMATS

Important Note: In addition to the terms & conditions mentioned hereinafter, the tendering process, and the Contract shall be governed by the General Terms & Conditions of **GeM Portal**. Further, in case of any deviation/contradiction in the General Terms & Conditions of **GeM Portal**, and this document, the conditions herein shall supersede and prevail over those stipulated at GeM Portal.

1. Earnest Money Deposit

The value of the Earnest Money to be submitted by the tenderer shall be INR XX.XX Lakhs (Rupees 1.25% of Estimate limited to 50 lakhs only). The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.

Earnest Money can be deposited by following modes only:

- a. Online fund transfers through Net banking using Payment Gateway available on **GeM portal, if applicable**.
- b. NEFT/ RTGS from any Scheduled Bank to the Virtual Pool Account of the Purchaser strictly as per the challan generated by the bidder on **GeM portal, if applicable**.

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

<Bank account details shall be provided in the final NIT>

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

If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Purchaser within the specified period due to any reason, the bid will not be accepted by the System/Purchaser. However, the EMD will be refunded to the bidder's account automatically. The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

Exemption from submission of EMD

There shall be no provision in the NIT for exemption from submission of EMD.

Refund of EMD

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received. In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the tenderer (CIL). If the bidder withdraws its bid online before the deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender. The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit from the bidder. If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment. For all such e-Payments, bidder will have to submit Mandate Form.

Forfeiture of EMD

The EMD shall be forfeited in the following cases:

- a. If the bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity offered by the bidder; or
- b. In the case of a successful bidder, if the successful bidder fails
 - To accept the Letter of Intent; or
 - To furnish the requisite Contract Performance Guarantee (CPG)/ Security Deposit; or
 - To sign the Contract Agreement.

2. Clarification on Bid Documents to be submitted

- i. Both work orders and satisfactory completion certificates issued by the client are to be submitted. The completion certificate should contain completion date and reference to the work order. For completion certificate, separate certification from statutory auditor of the Bidder for work value and completion date may also be considered, provided the statutory auditor explicitly states the date of completion and the total amount received including the final bill settlement for the specific work.
- ii. If work order or completion certificate are not very explicit, separate certification from the client may be considered.
- iii. For claiming above experience, a Bidder can only claim one experience per assignment/work order, irrespective of number of projects, mines or sectors covered under such assignment/work order.
- iv. Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted.

- v. In a multi-year support assignment that is under progress for more than a year, certificate of successful completion of at least one year and satisfactory progress should be obtained.
- vi. Work order/ completion certificate should be signed by the Bidder's client. Work order/ completion certificate received by e-mail should be signed/certified by the client.
- vii. The references to the documents submitted as evidence for qualification criteria should be mentioned by specifying the relevant page number(s); wrong references of evidences may not be evaluated.
- viii. Particulars of each of the assignments including title of the assignment, name of the client, completion date and specific work value.
- ix.

3. Pre-bid Meeting

A pre-bid meeting shall be held at CIL HQ in Kolkata, as per the details provided in the Tender document. Those attending the pre-bid meeting on behalf of the bidders should submit authorization letter from the respective bidders at the time of the pre-bid meeting.

The bidders are required to submit their queries, if any, online on the **GeM portal** before the pre-bid meeting as per the timeline given in the Tender document . It is hereby clarified that clarifications issued by CIL shall become part of NIT.

4. Preparation and Submission of Bid

a) Language of Bid

All documents, including but not limited to the Bid, correspondences and documents enclosed as part of the Bids relating to the bid shall be in the English language. If any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate /work order/ agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

b) User Portal Agreement

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

c) Methodology for Online Submission of Bids Submission/Uploading of Bid

All the bids are to be submitted ONLINE and on the **GeM portal**. No bid or document shall be accepted offline. TPS and BOQ templates, if applicable, will be available in the portal against every tender. The same shall be downloaded filled with bidders input in the assigned cells and uploaded in to the portal without any modification. The supporting documents have to be uploaded in the respective folders provided. No folder shall be left blank. At least one document should be uploaded in each folder.

5. Bid Opening

The Part I (Basic Eligibility & Technical Offer) will be decrypted on-line and will be opened on the pre-scheduled date and time of tender opening.

Part-II (Financial Offer) will be opened after evaluation of Part I (Basic Eligibility & Technical Offer). The Part-II of only the techno-commercially acceptable bidders (qualified bidders against Part-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the techno-commercially acceptable bidders through the GeM portal.

6. Evaluation of the Bid

a) Techno-Commercial Evaluation of Tender

- i. Any bid which has not been submitted with the requisite amount of EMD/Exemption document will not be considered for further evaluation.
- ii. Based on the response to TPS templates, the documents will be downloaded and will be evaluated. The bidder securing the **cut-off marks** will qualify for opening of price bid. Subsequently, the bidder's response in TPS will be scrutinized/verified by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.
- iii. During evaluation, shortfall/confirmatory documents, if required, will be sought from the bidders. For this purpose, one chance of 7x24 hours duration shall be given through Shortfall Document. If further clarifications/shortfall documents are required, another chance may be given to the Bidders through confirmatory link, keeping a time frame of 5x24 hours.
- iv. CIL will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- v. After techno-commercial evaluation of bids as per manner stated at Clause 6(a)(i) to 6(a)(iv) above, price bids of the techno-commercially acceptable bidders will be opened. The Techno-commercial bid that is not meeting the NIT / RFP conditions will be rejected by CIL.

7. Shortfall/Confirmatory Documents

During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These shall be called with the approval of concerned HOD of Technical/MM departments. (Example: if the Permanent Account Number, registration with Sales Tax/ VAT/ GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall/Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalised dashboard at least once daily after opening of bid. If further clarifications/shortfall documents are required, another chance will be given through confirmatory link, keeping a time frame of 5x24 hours, for on-line submission of documents. The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. Owner will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

8. Influencing CIL

- a) Bidder shall contact CIL on any matter relating to its bid only in writing, from the time of the opening of bids to the time the Contract is awarded.
- b) Any effort by a bidder to influence CIL in CIL's bid evaluation, bid comparison or decisions to award the Contract shall result in rejection of the bidder's bid.

9. Signing of the Contract Agreement

The Contract Agreement will be signed in two (2) originals on non-judicial stamp paper of appropriate value within thirty (30) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CIL.

10. Owner's Right to Accept / Reject the Bid

CIL reserves the right to accept or reject the bid, and to annul the bid process and reject the bid at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CIL's action.

11. Notification of Award

Prior to the expiration of the period of bid validity/ extended bid validity, CIL will notify the successful bidder electronically on GeM portal of CIL which the bidder can download at its personalized dashboard on the portal. Additionally, it shall be communicated in writing by registered/speed post or by fax or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'. The Notification of Award/ Letter of Award will constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by both the Parties.

12. Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed online only till the last date and time of submission of the bid and the bidder may modify and resubmit their bid online as many times as it may wish within this period.

Bidders may withdraw their bids online, within the last date of bid submission and their bid security/ EMD will be refunded after opening of the bid. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, bidder is advised not to use this option, unless the bidder is certain not to participate in this tendering process again.**

No withdrawal/modification is allowed after the end date and time of bid submission.

13. Other Conditions

- a) This NIT / RFP shall be deemed to be part of the Contract Agreement to be entered into between CIL and the successful bidder.
- b) CIL reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and CIL shall bear no liability, whatsoever, consequent upon such a decision. CIL reserves the right to reject any or all the bids without assigning any reasons whatsoever at its sole discretion. Any such action shall not be called into question and the bidders shall have no claim or cause of action in that regard against CIL or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither CIL nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages in relation to the preparation or submission of bids.
- c) Notwithstanding anything stated above, CIL reserves the right to assess the bidder's capability and capacity to perform the scope of work envisaged hereunder satisfactorily, should the circumstances warrant such assessment in the overall interest of CIL.
- d) No conditional bid shall be accepted.
- e) Any addendum/corrigendum/date extension etc. with respect to this tender shall be issued **<GeM Portal>** only. No separate notification shall be issued. Bidders are therefore requested to visit the indicated website regularly to keep themselves updated.
- f) CIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bid Documents. Each bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bid Documents are complete in all respects.
- g) While the Bid Documents have been prepared in good faith, neither CIL nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in the Bid Documents shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by CIL, its consultants, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of CIL, its consultants, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise.
- h) Any tampering with the excel files such as TPS, BOQ etc. which are downloaded by the bidder from the GeM portal, will be treated as a Fraudulent Practice as defined in the tender document.
- i) DSC holder shall be the authorized signatory of the bidder. Bid has to be submitted in the name of the bidder in its own style and name.
- j) The bidder has to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of RFP/NIT, and other

conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder online in order to become an eligible bidder.

- k) CIL reserves its right to allow Public Enterprises Purchase Preference Policy as admissible under prevailing policy of GOI.
- l) No sub-contracting of the work by the successful bidder is permissible.
- m) Bidders who are banned/ delisted by CIL or any of its subsidiaries for supply of any product or service, are not eligible to bid.
- n) The bidders from certain countries are restricted to participate in this RFP / NIT as per the Ministry of Finance OM 6/18/2019-PPD/dated 23.07.2020 (attached as Appendix III) and subsequent orders / clarifications issued by Competent Authority / Govt of India from time to time. Bidders are requested to familiarise with the Order Contents prior to participating in this RFP / Tender.

14. Pre-contract Integrity Pact and Independent External Monitors

The bidder is required to go through the 'Pre-contract Integrity Pact' provided in **Annexure-III**. The bidder shall accept the Pre-contract Integrity Pact' and upload duly signed 'Pre-contract Integrity Pact' in the Part-I folder. Failure to sign and upload the 'Pre-contract Integrity Pact' by the bidder shall lead to outright rejection of the bid.

Further, the Independent External Monitors (IEMs) will be monitoring the bidding process and execution of Contract and shall be responsible to oversee the implementation of the 'Pre-contract Integrity Pact' program to prevent corruption, bribery or any other unethical practices in CIL.

In order to deal with any grievance(s)/dispute(s) and to oversee implementation and effectiveness of the 'Pre-contract Integrity Pact' program pertaining to this tender, bidders may refer the same to IEMs. Name and Address of the IEMs are as under (in case of any changes the same will be communicated):

Sl.	Name	Address
1.	<to be provided in final NIT document>	<to be provided in final NIT document>
2.	<to be provided in final NIT document>	<to be provided in final NIT document>

15. Prevention of Fraud and Corruption

- a) It is CIL's policy to ensure that CIL as well as bidder should observe the highest standard of ethics and should not indulge in the following Prohibited Practices, either directly or indirectly, at any stage during the tendering process or during execution of the Contract.
 - i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the tendering process or to otherwise influence the tendering process or contract execution.
 - ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an

obligation avoided. This includes making false declaration or providing false information for participation in the tender process or to secure a contract or in execution of the contract.

- iii. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.
- iv. "Conflict of interest" means if the bidder or their personnel have relationships or financial or business transactions with any official of CIL who are directly or indirectly related to the tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from CIL with an intent to gain unfair advantage in the tendering process or for personal gain.
- v. "Obstructive practice" means to materially impede CIL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CIL's rights of audit or access to information.

Anything not specifically mentioned here or anywhere in the Bidding Documents, shall be dealt as per relevant law of the land.

b) Measures to be taken by CIL

- i. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tendering process. Notwithstanding anything to the contrary contained in the Bidding Documents, CIL may annul the tendering process without being liable in any manner whatsoever to the bidders, if it determines at any time that the bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Collusive Practice, Coercive Practice, Conflict of Interest or Obstructive Practice (collectively the "Prohibited Practices") in the tendering process.
- ii. CIL will reject a bid/proposal for award if it determines at any time that the bidder recommended for award was engaged in any Prohibited Practice as detailed above, during the selection process and/or execution of the Contract.
- iii. Without prejudice to the rights of CIL under the Clause No. 15.b (i) and (ii) and the rights and remedies which CIL may have under the Letter of Award or the Contract, if the bidder is found by CIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the tendering process, or after the issue of the Letter of Award or the execution of the Contract Agreement, the bidder shall not be eligible to participate in any tender issued by CIL or its subsidiaries for specified period as per the relevant policies of CIL.

16. Conflict of Interest

The provisions with respect to “Conflict of Interest” as contained in the Manual for Procurement of Consultancy and Other Services 2022 & its subsequent amendments (available at the website of the Department of Expenditure, Ministry of Finance, Government of India) shall apply to this tender as applicable.

17. Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CIL that CIL is entering into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CIL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that CIL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the Contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under the Contract.

18. Governing Law and Jurisdiction:

All questions, disputes, claims, rights or differences arising under, including but not limited to the Terms of the Contract and the relationship of the Parties hereunder shall be governed by and construed in accordance with the laws of India (both procedural and substantive) and subject to Clause No. 19 (Settlement of Disputes), herein below. The bidder shall have to agree to the exclusive jurisdiction of the Courts at Kolkata, India for disputes arising out of this Agreement.

19. Settlement of Disputes

- 19.1.** It is incumbent upon the Contractor/Consultancy Firm to avoid litigation and disputes during the course of execution of the Contract. However, if any dispute(s), difference(s), claim(s) or question(s) arise out of or in connection with or relating to the Contract (“**Dispute**”) between the Contractor/Consultancy Firm and the Owner, to the extent possible, effort shall be made in the first instance to resolve such Dispute amicably between the Parties.
- 19.2.** In case of CPSE / Govt. Department / Organisations, such Dispute remains unresolved pursuant to the actions undertaken under Clause No. 19.1 herein above, the said Dispute shall be resolved through the mechanism as detailed under Order no. 4(1)/2013-

DPE(GM)/FTS-1835 dated 22.05.2018 <including its latest amendment/update> of Department of Public Enterprises, Govt. of India, on the subject AMRCD dispute resolution mechanism of CPSE(s), brief of which stated below:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 <including its latest amendment/update>.”

- 19.3.** In case of Parties other than Government Agencies as under Clause No. 19.2, such Dispute remains unresolved pursuant to the actions undertaken under Clause No. 19.1 herein above, the said Dispute shall be referred to and settled by such Committee appointed by the Competent Authority of the Owner.
- 19.4.** Save as hereinafter provided, such decision in respect of every Dispute so referred shall be binding upon, and shall forthwith be given effect to by, the successful bidder, who shall comply with all such decisions, with all due diligence.
- 19.5.** Any Dispute which remains unresolved pursuant to the actions taken under the aforesaid clauses shall be submitted to final and binding arbitration at the request of any Party upon written notice to the other Party, and the following shall apply to such arbitration:
- 19.5.1. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended by the Amendment Act of 2015. All proceedings of such arbitration shall be in the English language and the seat, place and venue of arbitration shall be Kolkata, India;
- 19.5.2. The arbitral panel shall consist of a sole arbitrator to be appointed by the competent authority of the Owner;
- 19.5.3. The decision of the sole arbitrator shall be final and binding on the Parties; and
- 19.5.4. The Owner shall have the right to replace and appoint a new arbitrator in the event the arbitrator, appointed by it pursuant to Clause No. 19.5.2, expires, neglects or refuses to act, resigns or is unable to act as a sole arbitrator for any reason whatsoever, or if his/her award is set aside by the court for any reason.
- 19.6.** Notwithstanding any disagreement, Dispute, protest, or proceedings arising directly or indirectly out of the Contract, the Contractor/Consultancy Firm shall at all times perform the Services in accordance with the Contract and shall not suspend performance of the Services on account of such disagreement, Dispute, protest or proceedings.

20. Definition of Terms

In the Contract, the following terms shall be interpreted as indicated below:

20.1. Contract Elements

- i. **“Notice Inviting Tender (NIT)” / “Request for Proposal (RFP)”/ “Bid Document”** means the request from the bidders to submit their Bid.
- ii. **“Proposal”/ “Tender” / “Bid”** shall be construed as proposal as per Indian Contract Act 1872.
- iii. **“Contract”** means the Contract Agreement and the Contract Documents, together with any amendments and clarifications issued from time to time, provided that until the Contract Agreement is signed between the Owner and the Contractor/Consultancy Firm, the LOA together with the Contract Documents, shall constitute the Contract.
- iv. **“CC”** means the Conditions of Contract.
- v. **“Contract Documents”** means the documents specified in Clause No. 22 below.
- vi. **“Contract Agreement”** means the agreement to be entered into between CIL/Owner and the Contractor/Consultancy Firm using the format specified in the Schedule II of ICDR (Issue of Capital & Disclosure Requirements), 2018 regulations issued by SEBI, and its amendments if applicable. The date of the Contract Agreement shall be recorded in the signed form.
- vii. **“Contract Price” or “Total Contract Value”** means the quoted price plus GST, payable to the Contractor/Consultancy Firm, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the individual rates quoted by the Contractor/Consultancy Firm for the various items shown in the bill of quantities of the Bid Documents as accepted by the Owner, with or without any alteration, as the case may be.
- viii. **“Bidding Documents / Bid Documents”** shall have the meaning assigned to it in the Section “Basic Eligibility Criteria”.
- ix. **“Notification of Award”/“ Letter of Intent (LOI)”** means the official notice issued by the Owner notifying the Contractor/Consultancy Firm that its bid has been accepted.
- x. **“Pre-contract Integrity Pact”** means the agreement, in the format provided in Annexure III, to be submitted by a bidder at the time of submitting its bid in the manner set out in the Bid Documents. Non-submission or submission of an invalid Pre-Contract Integrity Pact will lead to rejection of the bid.

20.2. Entities

- i. **“Owner” / “Employer” / “Purchaser”/ “Company” / “Hirer”/ “Buyer” / “Tenderer”** means Coal India Limited (CIL) and shall include its legal representatives, successors and assigns.
- ii. **“Project Coordinator”** means a designated officer of the Owner appointed in writing by the Owner to perform the duties delegated by the Owner for the purposes of the Contract.
- iii. **“Subsidiary Project Coordinator”** means a designated officer of each subsidiary to be notified in writing by **the** Owner/his representative in Subsidiary to perform the duties delegated by the Owner for the purposes of the Contract.
- iv. **“Contractor” / “Consultancy Firm”** means the bidder(s) whose bid has been accepted by the Owner for the Award of Contract and shall include such successful bidder's successors and permitted assigns. In case of selection of more than one member in BRLM Syndicate, the term “Contractor” / “Consultancy Firm” shall refer to individually and collectively refer to all the members of the Syndicate, as the case may be.
- v. **Representative of “Contractor” / “Consultancy Firm”** means the person nominated by the Contractor / Consultancy Firm and approved by the Owner to perform the duties delegated by the Contractor / Consultancy Firm.
- vi. **“Parties”** means the Owner and the Contractor/ Consultancy Firm collectively and **“Party”** shall mean any of them individually.
- vii. **“Project Manager”** means the person/s appointed by the Contractor/ Consultancy Firm to manage activities relating to Contract.

20.3. Subject

- i. **“Service(s)” / “Work(s)”/ “Assignment” / “Job”** means all technical, logistics, management and any other services to be provided by the Consultancy Firm under the Contract for Hiring of Complete IT infrastructure including necessary hardware, OS, OS related software, DC & DRC including necessary managed services.
- ii. **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text in hard / soft copies) and on any medium, and hardware provided to the Owner under the Contract.
- iii. **“Intellectual Property Rights”** means any and all copyright, trademark, patent, designs, works of authorship and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future and whether or not registered, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish,

distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

20.4. Activities

- i. **“Delivery”** means the Delivery/Provision of Services from the Consultancy Firm/Contractor to the Owner.

20.5. Place and Time

- i. **“Day”** means calendar day of the Gregorian calendar.
- ii. **“Week”** means continuous period of seven (7) days.
- iii. **“Month”** means calendar month of the Gregorian calendar.
- iv. **“Year”** means a period of twelve (12) consecutive months.
- v. **“Contract Period”** is the time period, in days, during which the Contract governs the relations and obligations of the Owner and the Consultancy Firm in relation to the Contract.
- vi. **“Site”** means the office, land and other places upon which the Facilities are to be supplied and installed, and such other office, land or places as may be specified by the Owner in the Contract as forming part of the Site.

21. General

21.1. The Other Terms & Conditions shall be read in conjunction with the NIT, Appendices / Annexures and any other document forming part of the Contract, wherever the context so requires and shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

21.2. The language of the bid/ offer, drawings & all correspondences between the Owner and the Contractor/Consultancy Firm shall be in ‘English’ only. However, any printed literature furnished by the Contractor/Consultancy Firm may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern. The Contractor/Consultancy Firm shall bear the costs and risks of such translation.

21.3. Words importing singular shall include plural and vice versa. The headings in this Section of NIT are for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

21.4. Words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.

- 21.5.** Unless the context otherwise requires, all references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, governmental authority, association of persons or partnership (whether or not having separate legal personality) of two or more of the above and shall include the successors and assigns.
- 21.6.** Time shall be the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be the essence.
- 21.7.** The rule of interpretation which requires that an agreement be interpreted against the person drafting it shall have no application in the case of the Contract.
- 21.8.** Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them elsewhere.

22. Contract Documents

- 22.1.** The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:
- i. Notification of Award / Letter of Intent / Work Order issued by Employer/Owner and duly accepted by the Consultancy Firm;
 - ii. Tender published at GeM portal including subsequent corrigendum/amendments/clarifications, if any;
 - iii. Letter of Bid along with Appendices / Annexure(s)/ Attachments, etc.;
 - iv. The Contract Agreement as per the Definitions given under this NIT;
 - v. User Portal Agreement and
 - vi. Integrity Pact
- 22.2.** In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.
- 22.3.** Format of Contract Agreement shall be as specified in the Schedule II of ICDR (Issue of Capital & Disclosure Requirements), 2018 regulations issued by SEBI, and its amendments if applicable.

23. Use of Contract Documents and Information

- 23.1.** The Consultancy Firm shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Consultancy Firm in the performance of the Contract.

Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance.

- 23.2.** The Consultancy Firm shall not, without the Owner's prior written consent, make use of any document or information enumerated in the Bid Documents except for purposes of performing the Contract.

24. Notices

- 24.1.** Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail and confirmed in writing to the other Party's address specified in the Contract Documents.
- 24.2.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. Performance Guarantee (PG) / Security Deposit (SD)

25.1. "Performance Guarantee" / "Security Deposit"

25.1.1. Performance Guarantee shall be 10% of the Contract Value, which has to be submitted by the Contractor/Consultancy Firm within fourteen (14) days of issue of Letter of Acceptance (LOA) to CIL.

- An irrevocable, unconditional, payable on first demand performance bank guarantee in the form, given in the Bid Documents, from (i) any schedule bank acceptable to the Owner. Bank guarantee issued by out station bank shall be operative at their local branch in Kolkata. The bank guarantee shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the bank guarantee as well as its local operating branch OR (ii) a foreign bank located in India and acceptable to the Owner. A format of the performance bank guarantee is enclosed as **Annexure - PBG**.
- Performance security amount deposited will not bear any interest.

25.1.2. Failure of the Contractor/Consultancy Firm to comply with the requirements as above shall constitute sufficient ground for cancellation of the Letter of Intimation / Work Order.

- 25.2.** While offering bank guarantee as the performance security, the Contractor/Consultancy Firm shall have to ensure that the said bank guarantee remains valid for at least **Fifteen (15) months** from the date of Letter of Acceptance and shall be released / renewed (for such further period), as may be required by the Owner.

25.3. The Owner shall without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to deduct/appropriate/encash from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the Contractor/Consultancy Firm to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor/Consultancy Firm within thirty (30) days of such deduction/ appropriation by the Owner, failing which the Owner shall be entitled to terminate the Contract.

25.4. The bank guarantee issued by the bank on behalf of the Contractor/Consultancy Firm in favour of “Coal India Limited” shall be in paper form as well as issued under “Structured Financial Messaging System”. Issuing Bank should send the underlying confirmation message in <IFN760COV or IFN767COV> message (may be updated in the final NIT) type for getting the BG advised through our bank. Also issuing bank should mention <“CIL0066312” in field no. “7037” of IFN760COV or IFN767COV> (may be updated in the final NIT). The message will be sent to the beneficiary bank through SFMS.

The details of beneficiary for issue of BG under SFMS Platform is furnished below (may be updated in the final NIT):

Name of Bank: ICICI Bank

Branch Name: Rasoi Court

IFSC Code: ICIC0000006

Account No.: 000651000038

Customer ID: 066312

The bank guarantee submitted by the Contractor/Consultancy Firm as performance security shall be encashable by the Owner within the currency of the said bank guarantee, in the event of the Contractor’s failure to complete the obligations under the Contract.

25.5. Work shall commence only after submission of Contract Performance Guarantee / Security Deposit.

26. Subcontracting

There is no provision of subcontracting.

27. Commencement of Service

The date of commencement of services will be from the date of issuance of Work Order.

28. Other Responsibilities of Successful Bidder / Consultancy Firm

28.1. Without prejudice to any express provision in the Contract, the Consultancy Firm shall perform the Services and carry out all due obligations hereunder with all due diligence,

efficiency and economy in accordance with generally accepted professional standards and practices, and employ appropriate technology, qualified professionals, safe and effective equipment, machinery, materials and methods.

- 28.2.** The Consultancy Firm shall ensure quality of Service as agreed upon in Contract / Service Level Agreement (SLA).
- 28.3.** In case of any complaint related to quality of service, complaint resolution mechanism is to be followed by the escalation matrix of mutually agreed Contract/SLA.
- 28.4.** Consultancy Firm will deploy the personnel as mentioned in the submitted bid documents. CIL have the right to accept or reject the deployed personnel of the successful bidder / Consultancy Firm. On request Consultancy firm will replace with suitable personnel.
- 28.5.** The Consultancy Firm shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees and agents from and against any losses or damages, whatsoever, arising or resulting from the Consultancy Firm's gross negligence in the performance of the Contract.
- 28.6.** The Consultancy Firm shall acquire in its name and shall maintain in full force and effect all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- 28.7.** The Consultancy Firm shall comply with all applicable laws in force in India, including but not limited to all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Contractor/Consultancy Firm. The Contractor/Consultancy Firm shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees, agents for and/or against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Consultancy Firm or its personnel.
- 28.8.** The Consultancy Firm shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are adequately competent. The key personnel, deployed by the Consultancy Firm shall in no case claim any regular employment with the Owner and/ or its subsidiaries, and all their employee benefits (including but not limited to provident fund, gratuity and statutory liabilities) will be borne by the Consultancy Firm.

29. Responsibilities of Owner:

The Owner will designate appropriate executives for coordination.

30. Terms & Conditions of Payment:

- 30.1.** The payment will be made to the Consultant on the basis of deliverables within the prescribed timelines as per the achieved deliverables detailed under the Scope of Work and considering the Rate “X” as mentioned in Financial Offer.
- 30.2.** The duration of services of the Consultant shall be for a period of **one year** for completing activities under Scope of Work. However, the duration may be extended as may be required for its successful completion.
- 30.3.** Income tax at source will be deducted by CIL as per the applicable law and regulation and TDS certificate shall be issued to the selected bidder by CIL
- 30.4.** The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to CIL.
- 30.5.** All payments shall be made by the Owner to the Consultancy Firm as per payment terms and only after signing of Contract Agreement and submission of following documents:
- i. Work Order (WO) duly accepted by Consultancy Firm,
 - ii. Performance Guarantee (PG) / Security Deposit (SG) as per Clause No 25 above,
 - iii. Any other document as specified in the LOA/Contract, and
 - iv. Any documents, as prescribed under the relevant law, required by the Owner and/or subsidiary (ies) for availing input tax credit.
- 30.6.** In general, payment will be made within twenty-one (21) days of the submission of specified documents as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/invoice submitted by the Contractor.
- 30.7.** The bills shall be paid within 21 (twenty-one) days after receipt and acceptance of the same at CIL. During the period of contract, no interest is payable on any amount whatsoever to Contractor/Consultancy Firm.
- 30.8. Bills:** The bills shall be raised in triplicate along with acceptance certificate and undertaking as per Clause 23 of CC (**correct reference to be checked in DIVA**) as follows:
- i. The payment against this contract shall be settled after deducting penalty or any other dues, if any, within 21 (twenty-one) days after receipt and acceptance of the Bill.
 - ii. No interest is payable on any amount whatsoever to Consultancy Firm.
 - iii. The invoice will be raised in the name of Coal India Limited.

- iv. The bill raised by the Consultancy Firm will be certified/accepted by the designated Project Coordinator / GM(CV&IC), CIL (may be updated in the final NIT).

30.9. The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor/Consultancy Firm exceeds the amount of such overpayment and irrespective of the facts whether such disputed claim of the Contractor/Consultancy Firm are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor/Consultancy Firm's claim under any other contract with the company or from the Contractor/Consultancy Firm's security deposit or the Contractor/Consultancy Firm shall pay the amount of overpayment on demand.

30.10. Amount payable/ recoverable for any subsequent change in the tax component on service contract will be made to/from the Consultancy Firm after departmental verification of such changes of tax laws issued by statutory authority.

31. E-Payment

The Owner shall make all the payments under the Contract/Services to the Consultancy Firm through e-payment system. The Contractor/Consultancy Firm shall open an account with banks having Core Banking Facility (CBS Branch) and fill in enclosed ELECTRONIC FUND TRANSFER (EFT) FORM at Annexure - P1.

32. Taxes and Duties

- (i) The Consultancy Firm shall be entirely responsible for payment of all applicable taxes, duties, fees and other levies that are payable in respect of the Contract/Services and the performance of the Services, except GST as applicable, which will be payable by the Owner to the Contractor.
- (ii) No additional claim on account of any taxes, duties, fees and other levies or interest thereon shall be entertained by the Owner except as provided in paragraph (iii) below.
- (iii) If during the Contract Period (or any extension thereof, not being an extension for reasons attributable to the Contractor/Consultancy Firm) any new taxes are notified by the applicable statutory authority in India and such new taxes are applicable on the goods/ services, then such new taxes shall be on the Owner's account. No extra payment will, however, be made without presentation of supporting documents.
- (iv) If it is statutory requirement to make deductions towards any taxes and duties, the same shall be made by the Owner and a certificate for the same shall be issued to the Consultancy Firm. Consultancy Firm Consultancy Firm will indemnify CIL and its

subsidiaries for any tax loss suffered by CIL and/ or its subsidiaries due to any non-compliance of tax laws by Consultancy Firm.

- (v) All applicable taxes, duties including but not limited to custom duties, surcharges / cess etc. and other levies for all transactions under the Contract are included in the Contract Price, other than GST.
- (vi) The Contractor/Consultancy Firm shall be solely responsible for the taxes that may be levied on the Consultancy Firm's persons or on earnings of any of its employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner in this regard. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the Consultancy Firm or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, 1961 deduction of income tax at source shall be made by the Owner.
- (vii) All tax invoices to be raised by the Contractor/Consultancy Firm must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made thereunder (the "GST Laws") and should bear the GSTIN number of the Owner on whom such invoices have been raised. The rate and amount of CGST& SGST, IGST, and GST (Compensation to state) cess, related to supply of goods and/or services, shall be shown separately in the tax invoices.
- (viii) The CGST and SGST, IGST and GST (Compensation to state) cess, as applicable at the time of supply of goods and/or services, shall be paid extra against submission of proper tax invoice, as referred above, by the Contractor/Consultancy Firm so that the Owner is able to avail Input Tax Credit (ITC) of such CGST and SGST, IGST, GST (compensation to state) cess reflected in the tax invoice.
- (ix) If the Owner fails to claim Input Tax Credit (ITC) on eligible Inputs/Capital Goods/Input services or the ITC claimed is disallowed due to failure on the part of the Consultancy Firm in including the tax invoices issued to the Owner in its relevant returns under GST, issue of proper tax invoices or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall be recovered from the current bills or any other dues of the Contractor/Consultancy Firm.
- (x) The amount of CGST & SGST or IGST, GST (Compensation to State) cess, as indicated in the tax invoice shall be normally paid only when they appear in GSTR 2A of the Owner and Consultancy Firm has filed the valid return in accordance with the applicable provisions of the GST Laws. However, if Owner decides to pay the taxes before reflection of invoice in GSTR 2A, Owner reserves the right to recover the said taxes from the current bills or any other dues of the Contractor, if such invoices are not reflected in GSTR 2A as per the provisions of the GST Laws.
- (xi) In the event of any additional tax liability accruing on the Contractor/Consultancy Firm due to classification issue or for any other reason, the liability of the Owner shall be

restricted to the amount of GST charged on the original tax invoice issued by the Consultancy Firm.

- (xii) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the Contractor/Consultancy Firm, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the Consultancy Firm against its bill/invoice or any other dues to be recovered from the Consultancy Firm.

33. Paying Authority

General Manager/HoD (Finance) of CIL(may be updated in the final NIT).

34. Intellectual Property Rights (IPR)

- 34.1.** In order to perform the Services, Consultancy Firm must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/proprietary rights.
- 34.2.** All documents, reports information, data etc. collected and prepared by Contractor/Consultancy Firm in connection with the scope of work will be the property of the Owner and shall be submitted to the Owner.
- 34.3.** Consultancy Firm shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out of any services with any third parties.
- 34.4.** Consultancy Firm shall not without the prior written consent of the Owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of Services.

35. Third Party Software:

Any third party used by the Consultancy Firm as part of the offered services, must not be under litigation for any Intellectual Property Rights infringement or title ownership or any other violation, at the time of the signing of the Contract Agreement.

36. Confidential Information

- 36.1.** The Consultancy Firm, including the Contractor/Consultancy Firm's directors, officers, employees, affiliates, or its expressly authorized representatives or agents will not at any time during pendency of the Contract or afterwards, disclose to any person any

information, including but not limited to any documents, components, parts, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system or any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of the Owner, in any jurisdiction, and any amendments or supplements thereto. The Consultancy Firm should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

The Consultancy Firm shall not disclose to others or use for its own benefit or for the benefit of others, any proprietary information which is disclosed to the Contractor/Consultancy Firm by the Owner at any time during the term of the Contract / while issuing the LOI / during execution of work or thereafter. The Contractor/Consultancy Firm shall disclose proprietary information received under the Contract to persons within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such proprietary information. This clause shall survive and continue after the expiration or termination of the Contract. The Consultancy Firm shall ensure that its employees, agents, representatives, successors and agents adhere with the confidentiality obligations as mentioned herein and are bound by the confidentiality obligations similar to the one mentioned under the Contract.

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public through mutual consent other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

- 36.2.** The obligation of the Consultancy Firm under Clause No 36.1 above, however, shall not apply to any information which:
- i. is now or hereafter becomes publicly known or available without the breach of the Contract;
 - ii. was previously in the possession of the Consultancy Firm without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Owner pursuant to the Contract;

- iii. otherwise lawfully becomes available to the Consultancy Firm from a third party that has no obligation of confidentiality;
- iv. is independently developed by the Consultancy Firm; or
- v. is required to be provided under any law or process of law duly executed.

37. Objections and Removals

- 37.1.** The Owner may, by notice to the Consultancy Firm, object to any representative or person employed by the Consultancy Firm in the execution of the Contract/Services who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehaviour. The Owner shall provide evidence of the same, whereupon the Contractor/Consultancy Firm shall forthwith remove such person from work on the implementation contract.
- 37.2.** If any representative or person employed by the Consultancy Firm is removed in accordance with Clause No. 37.1 above, the Consultancy Firm shall appoint a replacement within fifteen (15) days.

38. Liquidated Damages (LD) for delay in Commencement of Service

- 38.1.** If the Consultancy Firm fails to commence the Service as provided in Clause No. 27 of this Section, Liquidated Damages shall be recovered from the bills of the Contractor/Consultancy Firm at the rate of 0.5% of the Contract Value per week delay subject to maximum 10% of Total Contract Value.
- 38.2.** The Owner, if satisfied, that the Work is not commenced by the Consultancy Firm within a reasonable time after the specified time of commencement, may allow further extension of time at its discretion with or without the levy of LD.
- 38.3.** The Owner, if not satisfied that the Work is not commenced by the Contractor, or in the event of failure on the part of the Consultancy Firm to commence Work within further extension of time allowed by the Owner, the Owner shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.
- 38.4.** The Owner, if not satisfied with the progress of the Contract and in the event of failure of the Consultancy Firm to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.
- 38.5.** In the event of such termination of the Contract as described in Clauses No. 38.4 or 38.5 or both, the Owner, shall be entitled to recover LD up to ten percent (10%) of the Contract Price and forfeit the Security Deposit submitted by the Consultancy Firm besides getting the work completed by other means at the risk and cost of the Contractor.

39. Delays not attributed to Consultancy Firm

- 39.1.** In case the completion of work by Consultancy Firm is delayed due to any act or omission on the part of the Owner or due to any Force Majeure event, the Contractor/Consultancy Firm shall be given due extension of time for completion of the work, to the extent such omission on the part of the Owner/ Force Majeure has caused delay in the Consultancy Firm's performance of the Contract. The Project Coordinator/Subsidiary Project Coordinator shall decide about the reasonableness or otherwise of the extension of time after discussion with all Parties. Detailed procedure for such time extensions is given below.
- 39.2.** On happening of any events causing delay as stated, hereinafter, the Consultancy Firm shall intimate immediately in writing to the Project Coordinator/Subsidiary Project Coordinator:
- a. Due to any reasons defined as Force Majeure.
 - b. Non-availability or non-readiness of the Site to be made available or made available by the Owner, if applicable.
 - c. Delay on the part of the contractors or tradesmen or any third party engaged by the Owner not forming part of the Contract, holding up further progress of the work, if applicable.
 - d. Non-availability of approvals in time, which are to be made available by the Owner, if any, during progress of the work.
 - e. Any other causes which, at the sole discretion of the Owner, is beyond the control of the Contractor.
- 39.3.** A "Hindrances Register" shall be maintained by both the Owner and the Consultancy Firm at the Site to record the various hindrances, as mentioned above, encountered during the course of execution of the Contract.
- 39.4.** The Consultancy Firm may request the Owner in writing for extension of time within fourteen (14) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Owner may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Consultancy Firm in writing by the Owner through the Project Coordinator/Subsidiary Project Coordinator within one (1) month of the date of receipt of such request. The Consultancy Firm shall however make its best efforts to prevent or make good the delay by putting its endeavours constantly as may be reasonably required of it to the satisfaction of the Project Coordinator/Subsidiary Project Coordinator.
- 39.5.** Provisional extension of time may also be granted by the Project Coordinator/Subsidiary Project Coordinator during the course of execution, on written request for extension of time within fifteen (15) days of happening of such events as stated above, reserving the Owner's right to impose/ waive LD at the time of granting final extension of time as per the Contract.

39.6. When the period fixed for the completion of the Contract is about to expire, the question of extension of the Contract may be considered at the instance of the Consultancy Firm or the Owner or both. The extension will have to be by the Consultancy Firm's agreement, expressed or implied.

39.7. In case the Consultancy Firm does not apply for grant of extension of time within fifteen (15) days of hindrance occurring in execution of the work and the Owner wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the CIL at its sole discretion can grant provisional extension of time even in the absence of application from the Consultancy Firm. Such extension of time granted by the CIL is valid provided the Consultancy Firm accepts the same either expressly or implied by its actions before or subsequent to the date of completion. Such extension of time shall be without prejudice to the Owner's right to levy compensation under the relevant clause of the Contract.

40. Intellectual Property Rights Indemnity

40.1. The Consultancy Firm shall indemnify and hold harmless the Owner, its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Owner, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials used by the Consultancy Firm in accordance with the Contract.

40.2. If any proceedings are brought or any claim is made against the Owner/ the subsidiaries arising out of the matters referred to in Clause No. 40.1, the Owner shall promptly give the Consultancy Firm notice of such proceedings or claims, the Consultancy Firm shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Owner shall provide the Consultancy Firm with the assistance, information, and authority reasonably necessary to perform the above.

41. Providing of Service

Material/Equipment and other resources used by the Consultancy Firm for providing the desired services under the contract shall be governed by Clause No. 40 on "Intellectual Property Rights (IPR)".

42. Force Majeure

42.1. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Consultancy Firm, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:

- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - c. sabotage, embargo, import restriction, epidemics, pandemics, lockdown, quarantine, and plague; or
 - d. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation.
- 42.2.** To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 42.3.** Where the Consultancy Firm's Personnel are required to be present at Client's premises, the Consultancy Firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultancy Firm's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.
- 42.4.** If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:
- a. the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
 - b. the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
 - c. the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/events; and
 - d. any other information relevant to the affected Party's claim.

- 42.5.** The Party who has given such notice may be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time for commencement of services may be extended in accordance with **Clause No 38.2 above.**
- 42.6.** The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.
- 42.7.** Any delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall not:
- a. constitute a default or breach of the Contract; and
 - b. subject to Clauses No 42.2, 42.3 & 42.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 42.8.** If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.
- 42.9.** In the event of termination pursuant to Clause No. 43 on "Foreclosure and Termination", the rights and obligations of the Consultancy Firm and the Owner shall be as specified in Clause No. 43.
- 42.10.** Notwithstanding anything mentioned in this current Clause, Force Majeure shall not apply to any obligation of the Owner to make payments to the Consultancy Firm under the Contract for the work done by the Consultancy Firm till the time of occurrence of such Force Majeure event.

43. Foreclosure, Termination, Exit Management Plan and Continuation of Part Services

43.1. Foreclosure of Contract in full or part

- 43.1.1. If at any time after issuance of the Work Order, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through Project Coordinator, shall give a thirty (30) days' notice in writing to that effect to the Consultancy Firm, referring to this clause.
- 43.1.2. Upon receipt of the notice of foreclosure under Clause No 43.1.1, Consultancy Firm shall, either as soon as reasonably practical or upon the

date specified in the notice of termination foreclosure, cease all further work, except for such work as the Owner may specify in the notice of foreclosure. For the sole purpose of protecting that part of the implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition,

- A. The Consultancy Firm will not share any information/data with any third party and will handover all such information/data in original form to the Owner at the date of termination/foreclosure.;
- b. To the extent legally possible, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Consultancy Firm as of the date of termination of the Contract.
- c. The Contractor will provide all necessary support and services for satisfactory exit of CIL from the contract as per Clause No. 43.3.

43.2. Termination for Consultancy Firm's Fault

43.2.1. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Consultancy Firm, referring to this Clause No. 43.2.1:

- a. if the Consultancy Firm becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Consultancy Firm or any of its assets, or if the Consultancy Firm makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Consultancy Firm before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Consultancy Firm, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Consultancy Firm, or if the Consultancy Firm takes or suffers any other analogous action in consequence of debt;
- b. if the Consultancy Firm assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause No 45 below on "Assignment"; or

- c. if the Consultancy Firm, in the judgment of the Owner, has engaged in Prohibited Practices in competing for or in executing the Contract, including but not limited to wilful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and / or licenses from the owner of such, hardware, software, or materials provided under the Contract.

43.2.2. If the Consultancy Firm:

- a. has abandoned or repudiated the Contract;
- b. has without valid reason failed to commence Service promptly;
- c. has failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
- d. refuses or is unable to provide sufficient Materials, Services, or labour to execute to provide the Service;

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Consultancy Firm stating the nature of the fault and requiring the Consultancy Firm to remedy the same. If the Consultancy Firm fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Consultancy Firm that refers to this Clause No. 43.2.2.

43.2.3. Upon receipt of the notice of termination under Clauses No. 43.2.1 or 43.2.2, Consultancy Firm shall, upon such date as is specified in the notice of termination:

- a. Cease all further work, except for such work as the Owner may specify in the notice of termination;
- b. Deliver to the Owner all drawings, specifications, and other documents prepared by the Consultancy Firm as at the date of termination in connection with the Service.
- c. The Consultancy Firm will provide all necessary support and services for satisfactory exit of CIL from the contract as per Clause No. 43.3.

43.3. Exit Management Plan

- 43.3.1. CIL reserves the right not to proceed with the transaction / Issuance of Public Offer of BCCL shares, in case the anticipated outcomes of the transaction are not in the favourable or affirmative. However, after filing of Draft Red Herring Prospectus (DRHP), if CIL decides not to proceed with the transaction then the

contract may be terminated within the initial period of one year after date issuance of Work Order.

- 43.3.2. The Consultancy Firm shall provide the Owner with an Exit Management Plan which shall deal with the processes to be followed on completion of the project. Such Exit Management Plan shall be presented by the Contractor / Consultancy Firm, while issuing the LETTER OF ACCEPTENCE, as a part of the Project Plan, and the same will be approved by the Owner or its nominated agencies. On completion of the project, the Consultancy Firm shall comply with the Exit Management Plan.

44. Deductions from Contract Price

All costs, damages or expenses paid/ to be paid by the Owner for which under the Contract the Consultancy Firm is liable, will be claimed by the Owner. Such claims shall be paid by the Consultancy Firm within thirty (30) days from the claim by the Owner, failing which money due or becoming due to the Consultancy Firm shall be recovered from the Contractor's bill/invoice.

45. Merger, Acquisition or Divestitures of the Consultancy Firm

In case of merger, acquisition or divestiture of the Consultancy Firm, the acquiring/ Transferee Company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Owner.

46. Insurance to be taken out by the Consultancy Firm

The Consultancy Firm shall take out and maintain in full force and effect, at its own cost, adequate insurance against the risks, and for the coverage specified below:

- a. All consequences of occupational accidents or illness, employer's liability and workman's compensation insurance in respect of the personnel of the Consultancy Firm, in accordance with the relevant provisions of the applicable laws of India, as well as, with respect to such personnel, any such life, travel or other insurance as may be appropriate.
- b. Insurance against loss of or damage to (i) the Consultancy Firm's property used in the performance of the Services and (ii) any documents prepared by the Consultancy Firm in the performance of the Services, by theft, fire or any natural calamity.
- c. Consultancy Firm shall carry or cause to be carried insurance covering all Consultancy Firm's equipment against loss or damage at all times.
- d. In addition to the above, the Consultancy Firm shall be responsible to obtain all such appropriate insurances that it is required to obtain under applicable law as well as to adequately cover its obligations under the Contract.

47. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

The Consultancy Firm shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution of Facilities and by reason of the negligence of the Consultancy Firm or its sub-contractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

48. Limitation of Liability of Consultancy Firm

48.1. Consultancy Firm shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and

48.2. The aggregate liability of Consultancy Firm to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100 % (hundred) of the Total Contract Value, provided that this limitation shall not apply to any obligation of the Contractor/ Consultancy Firm to indemnify the Owner/ its subsidiaries under the Contract.

49. Severability

If any portion of the Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of the Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

50. Binding Effect

The Contract shall be binding upon and shall inure to the benefit of the Owner and the Consultancy Firm, and the respective successors, permitted assigns and personal representatives, if any, of each Party.

51. Survival

Notwithstanding anything to the contrary written in the Contract, the rights, liabilities and obligations of the Owner and the Consultancy Firm which by their very nature survive termination shall survive termination or completion of the Contract; and any termination or expiry of the Contract shall be without prejudice to the rights and obligations of the Parties which have accrued prior to such termination or expiry.

52. Conflict of Interest

The Consultancy Firm represents and warrants that it is not aware of any conflict of interest with respect to the Contract. Without limiting the foregoing, the Consultancy Firm represents specifically that neither the Consultancy Firm nor the Consultancy Firm's personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of the Owner or such employees' dependents or Consultancy Firm's personnel in obtaining the Contract or performing its terms and conditions. The Consultancy Firm shall use all reasonable efforts to prevent the Consultancy Firm's personnel from engaging in activities known to be contrary or detrimental to the best interests of the Owner.

53. Entire Agreement/ Waiver

- 53.1.** The Contract sets forth the entire agreement between the Owner and the Consultancy Firm, and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of execution of the Contract Agreement and such communications, negotiations and agreements shall not affect or modify any of the terms or obligations set forth in the Contract, except as the same may be made part of the Contract in accordance with its terms, including the terms of any of the Contract Documents.
- 53.2.** None of the provisions of the Contract shall be considered waived by either the Owner or the Consultancy Firm unless any of them gives such waiver in writing to the other. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. Without prejudice to the foregoing, none of the following shall release the Consultancy Firm from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:
- a. Failure by the Owner to insist upon strict performance of any terms or conditions of the Contract; or
 - b. Failure or delay by the Owner to exercise any rights or remedies provided herein or under applicable law; or
 - c. Failure by the Owner to properly notify the Consultancy Firm in the event of breach, except for any breach which according to provisions of the Contract has to be notified.

54. Amendment

No amendment or other variations of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party to the Contract.

Annexures / Formats

**INDICATIVE LIST OF STATIONERY FOR THE “INITIAL PUBLIC OFFER” IN RESPECT OF
BHARAT COKING COAL LIMITED**

Sl. No.	Description
1	DRAFT RED HERRING PROSPECTUS
2	RED HERRING PROSPECTUS (ORDINARY & SPECIAL)
3	PROSPECTUS
4	BID CUM APPLICATION FORM WITH MEMORANDUM IN BOOK FORM (RESIDENT/NRI/EMPLOYEES)
5	POSTERS/BANNERS
6	CAN, REFUND STATIONERY ETC.

No. 5/3/2011-Policy
Government of India
Ministry of Finance
Department of Disinvestment

Block 14, CGO Complex,
Lodhi Road, New Delhi- 110003

Dated the 8th June, 2011

OFFICE MEMORANDUM

Subject: Guidelines for qualification of Advisers for disinvestment process.

In order to inspire public confidence in the selection of Advisers through competitive bidding, the Government had framed comprehensive and transparent guidelines defining the criteria for their selection. In addition to using a set of criteria like sector experience, knowledge, commitment etc., additional criteria for qualification/disqualification of the parties to act as Advisers to the Government for disinvestment transactions were prescribed by the Department of Disinvestment vide its O.M. No. 5/3/2011 – Policy dated 2.5.2011.

2. In supersession of the above-mentioned O.M. of this Department, the revised criteria for qualification/disqualification of the parties to act as Advisers for disinvestment transactions would be as under:

- (a) Any conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against the Advising concern or its sister concern would constitute a disqualification. Grave offence would be defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of offence would be taken on a case-to-case basis after considering the facts of the case and relevant legal principles by the Government. Similarly, the decision in regard to the relationship between the sister concerns would be taken based on relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
- (b) In case such a disqualification takes place, after the entity has already been appointed as Adviser, the party would be under an obligation to withdraw voluntarily from the

disinvestment process, failing which the Government would have the liberty to terminate the appointment/contract.

- (c) Disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all the Advisers already appointed by the Government for various disinvestment transactions, which have not yet been completed.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expressions of Interest (EOI) from the interested parties to act as Adviser. Further, the interested parties shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against the CEO or any of its Directors/Managers/Employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, similar undertaking will be obtained along with EOI. They would also have to give an undertaking that if they are disqualified as per the prescribed criteria, at any time before the transaction is completed, they would be required to inform the Government of the same and voluntarily withdraw from the assignment.
- (h) The interested parties would also be required to submit a list of or disclose any mandated transactions which are in the same line of business as that of the company (being disinvested) in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser and confirm in writing that there exists no conflict of interest as on the date of submitting their proposal for appointment/ their appointment as Advisers in handling of the transaction and that, in future, if such a

conflict of interest arises, the Adviser would immediately intimate the Government/Company (being disinvested) of the same.

The Government/Company (being disinvested) shall at its sole discretion after providing due and reasonable opportunity decide whether such future conflict of interest shall materially adversely affect the interest of the Government and the Company (being disinvested) in relation to the transaction and shall be entitled to grant the consent to the Adviser to continue as Adviser or terminate the appointment of the Adviser. For disinvestment purposes, conflict of interest is defined to include engaging in any activity or business by the Adviser in association with any third Party, during the engagement, which would or may be reasonably expected to, directly or indirectly, materially adversely affect the interest of Government of India and/ or the Company (being disinvested) in relation to the transaction, and in respect of which the Adviser has or may obtain any proprietary or confidential information during the engagement, that, if known to any other client of the Adviser, could be used in any manner by such client to the material disadvantage of Government of India and/ or the Company (being disinvested) in the transaction.

- (i) The conflict of interest would be deemed to have arisen if any Adviser in respect of the transaction is appointed by a third party for advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser. Further, the decision of the Government/Company (being divested) as to whether such other person or entity is engaged in the same line of business as that of the Company being disinvested, shall be final and binding on the Adviser.
- (j) The conflict of interest would also be deemed to have arisen if any Adviser firm/ concern has any professional or commercial relationship with any bidding firm/ concern for the same disinvestment transaction during the pendency of such transaction. In this context, both Adviser firm and bidding firm would mean the distinct and separate legal entities and would not include their sister concern, group concern or affiliates etc. The professional or commercial relationship is defined to include acting on behalf of the bidder or undertaking any assignment for the bidder of any nature, whether or not directly related to disinvestment transaction. (This clause is applicable in strategic sale only).

- (k) The interested parties would also be required to give information and disclose that as on the date of submitting their proposal for appointment/ their appointment as Advisers in respect of the transaction, they are advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser.

In the event the Adviser fails to disclose that it is advising or acting on behalf of or associated with any other person or entity which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/ or the Company (being disinvested) is proposing to select or have appointed the Adviser, at the time of giving the aforementioned undertaking, the Government/Company (being disinvested) shall be entitled to terminate their appointment. Before terminating the appointment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

- (l) For a period commencing from the date of appointment of the Adviser till the completion of the transaction, the Adviser shall keep the Company/ Government informed of any mandate/contract entered into to advise or act on behalf of or associate itself with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company being disinvested, in respect of any transaction of same nature as the transaction in respect of which the Adviser has been appointed as the Adviser. Provided that, if six months or more have elapsed from the date of appointment as Adviser to the government disinvestment transaction, the Adviser would normally be permitted by the Government/Company (being disinvested), save for exigent circumstances. The decision of the Government/Company (being disinvested) in this regard shall be final and binding on the Adviser. Further, the decision of the Government/Company (being divested) as to whether such other person or entity is engaged in the same line of business as that of the Company being disinvested, shall be final and binding on the Adviser.
- (m) For the purpose of clauses (k) and (l) above, the 'nature' of transaction may include, but not be limited to, a capital market transaction which in turn could include, but not be limited to, a domestic offering of shares or any other security, whether by way of Initial Public Offer or Further public offer or qualified institutions placement or issue

of IDRs or by any other manner, as well as the international offering of securities, whether by way of issue of ADRs, GDRs or FCCBs or by any other manner.

- (n) In the event the Adviser fails to obtain the prior written consent of the Government/Company (being disinvested) as aforesaid, the Government/ Company (being disinvested) shall be entitled to terminate the appointment of the Adviser. Before terminating the appointment, a show cause notice stating why its appointment should not be terminated would be issued to the Adviser giving it an opportunity to explain its position.

(V.P. Gupta)

Deputy Secretary to the Government of India

Tel: 2436 8036

[Certificate to be given on the letter head of the bidding Firm]

Certificate/Undertaking

“We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or [any person, entity, partnership concern, body corporate or trust which is controlled by our concern or which controls our concern (“Affiliates”)]¹ OR [or any of our parent, subsidiaries or associate companies as defined under Companies Act, 2013(“Affiliates”)]². It is further certified that there is no investigation pending against us or our Affiliates or the CEO, Directors/Managers/key employees or Partners of our concern or of our Affiliates, except as explicitly disclosed, in a case, which, if decided against, shall render us ineligible. It is certified that no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8th June, 2011 exists as on date except as explicitly disclosed and if in future such a conflict of interest arises, we will intimate the same to Coal India Limited.

Further, we certify that as on the date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of Coal India Limited or any of its Subsidiaries and Bharat Coking Coal Limited (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or Coal India Limited or any of its Subsidiaries and Bharat Coking Coal Limited (being disinvested) is proposing to select the Adviser, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of transaction as enclosed.

Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the Adviser till the completion of the transaction, we shall keep Coal India Limited informed of any mandate/contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of Bharat Coking Coal Limited being disinvested, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the Adviser.”

(The certificate should be signed by the authorized signatory of the Bidder)

- 1 Note: Applicable in case the bidder is not a company.
- 2 Note: Applicable in case the bidder is a company.

Note:

1. The content of the certificate must not be changed. Clarification, if any, may be provided separately. In case any disclosures are made regarding investigations or conflict, the decision of Coal India Limited on impact of such disclosure on the eligibility of Bidder shall be final and binding.
2. In O.M. No. 5/3/2011-Policy dated 8th June, 2011 "Sister concern" should be read as:
 - i. For a Company - "Parent, Subsidiary and Associate"
 - ii. For others - any person, entity, partnership concern, body corporate or trust which is controlled by the concern or which controls the concern
3. For the purposes of this RFP, the term 'Adviser' shall be read to mean BRLM appointed for the IPO of Bharat Coking Coal Limited.

GENERAL INFORMATION ABOUT THE BIDDER

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of the Bidder's entity	
ii)	Legal Status	
iii)	Year of incorporation of the Bidder entity (under relevant Act)	
iv)	Registration Number of the Company (under relevant Act)	
v)	a. Postal Address of the Registered Office b. Telephone no.(s) c. Fax no(s) d. Web site, e-mail, if any e. Address of Regional / Local Office, if any	
vi)	a. Name of the authorized Representative b. Designation c. Postal address d. Telephone no. e. Fax no(s) f. Web site, e-mail address	
vii)	Banker's name & address	
viii)	Permanent Account No.(PAN)	
ix)	Service Tax Registration number in India	
x)	Any other information	

(Certified copies, as applicable, to be attached)

Date :

Place :

Authorized Signature
Name & Designation

Letter of Bid (LOB)

To

<Designated Official of CIL>

Coal India Limited, "COAL BHAWAN",

Action Area-1A, New Town

Kolkata-700 156 (W.B.)

India

Dear Sirs,

Sub: Tender No. xxxxxxxxxxxxxxxxxxxxxxxx dated xx-xx-2023.

eTender ID: 2020_CIL_xxxxxx_1

1. Having examined the Bid Documents including addenda/corrigenda, if any (insert numbers), we, the undersigned,, being the authorised representative of M/s offer to "....." as detailed in Scope of Work (SoW) & Bid Documents. We confirm to accept all terms and conditions contained in the Bid Documents, unconditionally, including amendment/ corrigendum/ addendum/ clarifications etc., (if any).

We confirm having prepared our bid after considering all amendments/ corrigendum / addendum/ clarifications published by CIL on its tendering website.

2. We are offering the following against this subject cited tender:

Sl. No	Description	Offered Product/ Service
1.	Engagement of Book Running Lead Managers (BRLMs) for Listing and Partial Disinvestment of the Coal India Limited's Equity Shareholding in Bharat Coking Coal Limited (BCCL) through an Initial Public Offer and to Raise Funds through Issue of Fresh Equity Shares in the Domestic Market	

3. We agree to abide by this bid for a period of **<Bid Validity Period>** days from the date

of <reference milestone> of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We confirm that until the formal Contract Agreement is prepared and executed, this bid together with your LOI/WO and the other Contract Documents, shall constitute the binding contract between us.
5. We confirm that we accept all terms and conditions mentioned in the Bid Documents, without any deviation. We understand that any deviation will lead to rejection of our bid.
6. We understand that you are not bound to accept the bid you may receive. We acknowledge the right of CIL to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We confirm that the contents of the bid are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
8. We acknowledge that CIL will be relying on the information provided in the bid and the documents accompanying such bid for qualification of the bidders for the services, and we certify that all information/documents/credentials provided in/ submitted along with the bid are genuine, authentic true and valid; nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals.
9. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null and void and action as deemed fit may be taken against us including termination of the Contract Agreement, forfeiture of all dues including the Security Deposit/EMD and banning of our company, including its subsidiaries as per provisions of law.
10. We, hereby, declare that only the company, persons or firms interested in this Bid as principal are named, herein, and that no other company, persons or firms other than those mentioned herein, have any interest in this Bid or in the contract to be entered into, if we are awarded the Contract, and that this Bid is made without any connection with any other person, firm or party likewise submitting a Bid and that this Bid is, in all respects, for and in good faith, without collusion or fraud.

Dated this ____ day of ____ 20--

Signature _____

Name _____

Designation _____

Duly authorized to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. The copy of the said power of attorney shall be submitted along with the bid.
2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non- judicial stamp paper duly notarized (**as per Annexure IB** by the person signing the LOB in favour of the Person bidding online, is required to be uploaded.

**Format for Authorization to DSC holder Bidding Online by the person who has signed
Letter of Bid**

(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... Address for
online bidding on behalf of M/s_____ for the e-tenders invited by CIL on
<[www.gempartals](http://www.gempartals.com)> for “.....” pursuant to NIT No._____

Name and Signature of the DSC holder authorised for online bidding

Name and Signature of the person who has signed the Letter of Bid
and is authorizing the DSC holder for online bidding.

Pre-contract Integrity Pact

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.

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

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

Section 4 - Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Bids for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the

Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place -----

Date -----

ANNEXURE IV:

**UNDERTAKING FOR NOT BANNED/DELISTED BY CIL/SUBSIDIARIES
(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

Date: DD/ MM/ YYYY

To

<Designated officer of CIL>

Coal India Limited

Coal Bhawan, Premises no 04 MAR

Plot no AF-III, Action Area -1A, New Town

Rajarhat, Kolkata - 700 156

Dear Sir/Madam,

We hereby certify that we are not banned/ delisted by CIL or any of its subsidiaries.

We will immediately inform to CIL in case of any change in the situation any time hereinafter.

Dated this ____ day of ____ 20--

Signature_____

Name _____

Designation_____

DETAILS OF DOMESTIC/INTERNATIONAL EQUITY PUBLIC OFFERINGS
(IPO/ FPO/OFS/QIP) IN RESPECT OF ISSUE SIZE OF INR 625 CRORES OR MORE
MANAGED AS BOOK RUNNING LEAD MANAGER

Parameters	01.04.2018- 31.03.2019		01.04.2019- 31.03.2020		01.04.2020- 31.03.2021		01.04.2021- 31.03.2022		01.04.2022- 31.03.2023	
	Man date	Value (INR Cr)	Man date	Value (INR Cr)	Man date	Value (INR Cr)	Mand ate	Value (INR Cr)	Man date	Value (INR Cr)
DOMESTIC EQUITY PUBLIC OFFERINGS			1		1		1		1	
			2		2		2		2	
			3		3		3		3	
TOTAL										
INTERNATIO NAL EQUITY PUBLIC OFFERINGS			1		1		1		1	
			2		2		2		2	
			3		3		3		3	
TOTAL										
PUBLIC OFFERINGS PULLED OUT/ WITHDRAWN PRE- OR POST- ROADSHOW			1		1		1		1	
			2		2		2		2	
			3		3		3		3	
TOTAL										

Note:

- Please indicate whether you were engaged by the Government of India for any Equity Public Offering, other than those mentioned above and if so, furnish details.

Format of Financial Offer

Tender Inviting Authority: <<To be inserted>>, <<Designation>>, Coal India Limited

Name of the Work: Engagement of Book Running Lead Managers (BRLMs) for Listing and Partial Disinvestment of the Coal India Limited’s Equity Shareholding in Bharat Coking Coal Limited (BCCL) through an Initial Public Offer and to Raise Funds through Issue of Fresh Equity Shares in the Domestic Market

Contract No.: <<To be inserted>>

S. No.	Item Description	Fee in figures to be entered by the bidder exclusive of GST	Fee Quoted (In Words)
1.	Fixed Lump-sum Fee in Indian Rupees excluding GST.		

Notes:

- 1) In case of any, mismatch in fee quoted in the figures and the fee quoted in words, then fee quoted in words will be taken as correct for all purposes.
- 2) Fee quoted should be a minimum of ₹ 1 (Rupees one only) with higher bids in multiples of ₹ 1 thereafter, failing which the financial bid would be rejected.
- 3) Since the bid is exclusive of GST, any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the bidder.

Above format is to be filled and uploaded in BoQ format provided along with the tender document on GeM portal (<https://<gemportal>>).

Seal with signatures of authorized signatory of the Merchant Banker.

FORMAT OF UNCONDITIONAL BID ON LETTERHEAD OF BIDDER

This is to certify that the fee quoted by us for “Engagement as Book Running Lead Managers (BRLMs) for disinvestment / fresh issue in Bharat Coking Coal Limited through “Initial Public Offer” is in accordance with the terms and conditions laid down in the Tender Document published by Coal India Limited as displayed on the website of GeM Portal, and is unconditional.

Seal with signatures of authorized signatory of the Merchant Banker

FORMAT - DROP DEAD FEE

Tender Inviting Authority: <<To be inserted>>, <<Designation>>, Coal India Limited

Name of the Work: Engagement of Book Running Lead Managers (BRLMs) for Listing and Partial Disinvestment of the Coal India Limited's Equity Shareholding in Bharat Coking Coal Limited (BCCL) through an Initial Public Offer and to Raise Funds through Issue of Fresh Equity Shares in the Domestic Market

Contract No.: <<To be inserted>>

Name of Bidder Firm/Company :

QUOTE FOR DROP-DEAD FEE:

1. Whether bidders intend to quote Drop Dead Fee for the transaction:
 2. If Yes, Amount of Drop Dead Fee for the transaction
- (a) In figures : (₹ _____)
- (b) In Words : (Rupees _____)

_____)

Note:

- (1) In case of any variation in Drop Dead Fee in figures and words; Drop Dead Fee quoted in Words shall be treated as final)
- (2) Drop Dead Fee shall be payable only in the event when the transaction is called-off after filing of the DRHP.

Seal with signatures of authorized signatory of the Bidder

Proforma of Bank Guarantee for Performance Security

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the Bank Guarantee is located)

..... (Name of the Bank)

..... (Address of the Bank)

..... (Phone No. of the Bank)

..... (Fax No. of the Bank)

Bank Guarantee No.....

Date of Issue of Bank Guarantee

Date of Expiry of Bank Guarantee

Limit to liability (currency & amount in words and figures)

A/C Messrs..... (Name of Contractor)

Invitation for NIT No..... dated for “Engagement of Book Running Lead Managers (BRLMs) for Listing and Partial Disinvestment of the Coal India Limited’s Equity Shareholding in Bharat Coking Coal Limited (BCCL) through an Initial Public Offer and to Raise Funds through Issue of Fresh Equity Shares in the Domestic Market”.

Subject: Performance Security Bank Guarantee

Date_____, 20__

To

COAL INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156.

WHEREAS

..... (Name and address of the Contractor) (Hereinafter called “the Contractor”), has entered into a Contract made as per letter of acceptance.....dated..... (Hereinafter called the said Contract) with (Name of the Company) (Hereinafter called “the Company to execute (Name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a performance security in the shape of Bank Guarantee from a schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (Name of the Bank) having its branch/office at..... have, at the request of the Contractor, agreed to furnish this bank guarantee by way of performance security.

NOW, THEREFORE, we the....., herein after called the "Bank" do hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on a mere first written demand by the Company, and without any objection, demur or protest and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest.
2. that the Company shall be the sole judge of whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us.
3. that any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.
4. that the guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the bank guarantee failing which it shall pay to the Company the said sum of or such lesser amount of the said sum of as may be due to the Company and as the Company may demand.
5. this Guarantee shall remain in force until the dues of the Company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.
6. that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

7. that the Bank shall not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agrees that this guarantee will not be discharged due to the change in the constitution of the Company, Bank and/or the Contractor.

8. the right under this guarantee shall be assignable by the Company to third parties.

The Bank further declares that this bank guarantee has been executed on non-judicial stamp paper of equal or more value as per the prevailing rate of stamp duty in the State of [●]. (name of state where the bank issuing the BG is located).

Notwithstanding anything contained herein the liability of the Bank under this guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

* The date of guarantee shall cover a period of sixty (60) months from the date of issuance of LOA.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The Bank has under its constitution power to give this guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature).....

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

(NIT shall specify town/city of the operative branch. Bank guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is executed as of _____ ("effective date") by and between: _____, a _____, having its office at _____ (hereinafter referred to as the "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and Coal India Limited, a company registered under the Companies Act, 1956 and having its Corporate Office at "COAL BHAWAN", Premises No. 04-1111, Plot No. AF-III, Action Area I-A, New Town, Rajarhat, Kolkata - 700156, West Bengal (hereinafter referred to as the "Disclosing Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

Each of the Receiving Party and Disclosing Party are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. Pursuant to the Request for Proposal uploaded online on [_____] the Receiving Party has by letter of engagement issued _____ and accepted on _____ been appointed by the Coal India Limited (CIL) as [Book Running Lead Manager], to [_____] ("Proposed Transaction"). In this regard, CIL has instructed the Receiving Party to enter into this Agreement with the Disclosing Party wherein the Disclosing Party will be sharing with the Receiving Party certain Confidential Information (defined below) ("Purpose").
- B. In light of the above, the Parties are entering into this Agreement to record their understanding concerning the disclosure by the Disclosing Party to the Receiving Party of information that is deemed proprietary or confidential by the Disclosing Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

- 1.1. In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“Applicable Law (s)” means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines and circulars of any Indian governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;

“Authorized Persons” shall mean concerning each Party, the directors, officers, employees, agents or advisors (including, without limitation, Subject Matter Experts, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party; and

“Confidential Information” means the confidential, commercial, financial, legal, marketing, business and all other information of whatever nature and in any form relating to the Disclosing Party or its respective businesses or any documents of government authorities in connection with this Agreement including the fact of receiving or requesting such documents or information (whether written or oral, in any form or medium), given/disseminated by the Disclosing Party to the Receiving Party, and any communication between the Parties and/or their Authorized Persons.

- 1.2. In this Agreement (unless the context requires otherwise):
 - 1.2.1. The terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivative or similar words refer to this entire Agreement;
 - 1.2.2. Heading, sub-headings and bold typeface are only for convenience and shall be ignored for interpretation;
 - 1.2.3. Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law;
 - 1.2.4. Words importing the singular include the plural and vice-versa; and

1.2.5. Any reference to this Agreement or other document shall include all amendments, changes and/or modifications made to this Agreement or such other document in accordance with the provisions hereof or thereof.

2. Obligations of the Receiving Party

2.1. The Receiving Party hereby agrees and undertakes that it:

2.1.1. shall keep the Confidential Information confidential subject to the terms and conditions of this Agreement;

2.1.2. shall take all necessary and reasonable actions to maintain the confidentiality of the Confidential Information disclosed to it by the Disclosing Party;

2.1.3. shall not disclose to any third party the facts and any such information which has been made available to it without the prior written consent of the Disclosing Party;

2.1.4. shall not use the Confidential Information or any part of it for any purpose other than restricted to the intended purposes by the Disclosing Party;

2.1.5. shall not make any copies or make any summaries or transcripts of the whole or any part of the Confidential Information unless required for this Agreement or unless permitted in writing by the Disclosing Party;

2.1.6. shall notify the Disclosing Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person;

2.1.7. shall handover to an Authorized Person of the Disclosing Party and/or destroy and delete, as the case may be, any records of whatsoever nature in the possession, custody or control of the Receiving Party which contain any Confidential Information or which are produced or received by the Receiving Party in connection with the Confidential Information from the Disclosing Party upon fulfilment of the Purpose of this Agreement and not later than 7(seven) days from the date of written demand from the Disclosing Party. Provided, however, that Receiving Party may retain the Confidential Information as is necessary to enable it to comply with any Applicable Law;

2.1.8. shall not use the Confidential Information to the competitive disadvantage of the Disclosing Party; and

2.1.9. holds the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's

fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party to both CIL and the Disclosing Party for the Proposed Transaction and/or this Agreement shall under no circumstances exceed the fees received by the Receiving Party in connection with the Proposed Transaction, except in the event of wilful misconduct or gross negligence by the Receiving Party.

2.2. The Receiving Party shall not be liable for release or disclosure of, and the confidentiality obligations under this Agreement shall not apply to, any Confidential Information that:

2.2.1. is required to be disclosed by any Applicable Law or any governmental or other regulatory, administrative or judicial authority of any country, provided that, to the extent legally permitted, the Receiving Party provides the Disclosing Party a prior written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedies;

2.2.2. at the time of its disclosure is within the public domain.

2.2.3. is or becomes part of the public knowledge by publication or otherwise than by breach or default of the Receiving Party; or

2.2.4. is approved in writing for public release by the Disclosing Party.

2.3. If any portion of any Confidential Information falls under one or more of the exceptions as set out in Clause 2.2 above, the remaining part/portion of the Confidential Information shall continue to be subject to the prohibitions and restrictions as set out in this Agreement.

3. Ownership, Sharing, and Return of Confidential Information

3.1. All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.

3.2. Notwithstanding anything contained in Clause 2 of this Agreement, the Receiving Party shall be able to share Confidential Information with CIL, its professional and/or legal advisors, Authorized Persons or any other entity authorized by CIL solely for the

purpose of this Agreement. Confidential Information that constitutes unpublished price sensitive information will be identified by the Disclosing Party as “unpublished price sensitive information” as defined in the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended). Provided further that Confidential Information identified as “unpublished price sensitive information” by the Disclosing Party may be shared with the aforementioned persons if the Disclosing Party consents to such sharing and informs the Receiving Party (ies) that such information can be shared with the aforementioned persons as per Applicable Law. Upon fulfilment of the Purpose and not later than 7 (seven) days from the date of written demand from the Disclosing Party, the Receiving Party shall return to the Disclosing Party or erase, delete and destroy all the Confidential Information and records or materials related thereto, which are in possession of the Receiving Party, as the case may be, provided however that Receiving Party may retain the Confidential Information as is necessary to enable it to be in compliance with any Applicable Law.

4. Governing Laws and Settlement of Dispute

This Agreement, including but not limited to any dispute or claim relating to this Agreement or the rights of the Parties, shall be governed by and construed in accordance with the laws of India. Both the Parties agree to submit to the exclusive jurisdiction of the courts at New Delhi, India for disputes arising out of this Agreement.

5. Counterparts

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

6. Term

This Agreement including the confidentiality obligations contained herein shall survive for 3 (three) years of: (a) closing of the Proposed Transaction; or (b) the date

on which it is determined that the Proposed Transaction will not be consummated, whichever is later.

The Parties hereto have entered into this Agreement the day and year first above written:

For and on behalf of:

BRLMs

Name:

Designation:

For and on behalf of:

CIL

Name:

Designation:

For and on behalf of:

<<>>

Name:

Designation:

For and on behalf of:

BCCL

Name:

Designation:

Mandate Form for Electronic Fund Transfer / Internet Banking Payment1. **Name of the Bidder:**2. **Address of the Bidder:**

.....

..... City Pin
Code.....

E-mail Id

Permanent Account Number

3. **Particulars of Bank:**

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

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

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

Place:

Date:

Signature of the Bidder/Authorised Signatory

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

Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of RFP.

RFP Reference No: _____

Name of RFP / Work: _____

Dear Sir,

1. I/We have downloaded/obtained the RFP for the above mentioned 'RFP/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the RFP from Page No. ____ to ____ [including all documents like annexure(s), schedule(s), etc.], which form part of the contract agreement and I/we shall abide by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration while submitting this acceptance letter.

4. I/We hereby unconditionally accept the RFP conditions of above mentioned RFP/corrigendum(s) in its totality/entirety.

5. I/We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

6. I/We certify that all information furnished by our Firm is true & correct and if the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit.

Yours faithfully,

(Signature of the Bidder, with Official Seal)