

COAL INDIA LIMITED
(A Government of India Enterprise)



महारत्न कंपनी
A Maharatna Company

REQUEST FOR EXPRESSION OF INTEREST

FOR

**EMPANELMENT OF EPC-CUM-O&M CONTRACTORS FOR
DEVELOPMENT AND O&M OF GROUND MOUNTED/FLOATING
SOLAR PV POWER PROJECTS OF CIL AND ITS SUBSIDIARIES**

EOI Document No.: CIL/CV/2020/DIVA/D3/EoI/4564 **dated** 26-11-2020

eTender ID: 2020_CILHQ_188968_1



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1.0 Introduction

- 1.1 Coal India Limited (CIL) the state owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 84 mining areas spread over eight (8) states of India. Coal India Limited has 352 mines (as on 1st April, 2020) of which 158 are underground, 174 opencast and 20 mixed mines.
- 1.2 CIL Produces around 83% of India's overall coal production in India where approximately 57% of primary commercial energy is coal dependent, CIL alone meets to the tune of 40% of primary commercial energy requirement. The share of coal is expected to remain high at 48-54% till 2040 and accounts for 76% of total thermal power generating capacity of the Utility sector. CIL further operates 12 coal washeries, (10 coking coal and 2 non-coking coal).
- 1.3 CIL is a Maharatna company – a privileged status conferred by Government of India to select state owned enterprises in order to empower them to expand their operations and emerge as global giants. CIL has seven producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL) and Mahanadi Coalfields Limited (MCL) and one mine planning and consultancy company that is Central Mine Planning & Design Institute (CMPDI). In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by CIL.
- 1.4 To realize its goal to cater the energy demand of country also through Renewable Energy, CIL has a target to become Net Zero Energy Company by 2024 by establishing 3 GW of solar PV power projects. CIL is currently exploring the following options for development of solar PV projects:
 - a) Development of solar PV projects by CIL and its subsidiaries at own land or any other suitable land at any location in India, as available.
 - b) Development of large-scale solar PV projects to be awarded based on competitive bidding / to be developed in solar parks / bilaterally identified projects / any other large scale projects as applicable.

Feasibility of execution of solar PV projects in CIL's available land as well as in any other suitable land at any location in India is being explored.

(The above list is indicative and has been prepared based on current plan. CIL may modify the list in future at its own discretion.)
- 1.5 Accordingly, CIL plans to empanel EPC-cum-O&M Contractors meeting the specified eligibility criteria and willing to be associated with CIL for development and O&M of its upcoming solar PV projects. The EPC-cum-O&M Contractors will be empaneled for two different categories based on the capacity of the Solar PV plants as per the following:



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Category	Solar PV Plant Capacity
Category-I	Up to 100 MWp
Category-II	Above 100 MWp

- 1.6 The Applicant can either apply for both the categories or for any one of the categories, and may be empaneled by CIL subject to fulfillment of the eligibility criteria.
- 1.7 After completion of one (1) year of the empanelment term as specified in this Application document, CIL possesses the right to empanel any new EPC-cum-O&M Contractor, if the said EPC-cum-O&M Contractor meets the eligibility criteria as stipulated in this Application document.
- 1.8 Subsequent to the empanelment of EPC-cum-O&M Contractors, as opportunities for development of solar PV projects will come, CIL will conduct project-wise bidding amongst the empaneled Contractors only, for selection of EPC-cum-O&M Contractor for each of those projects. Details of the concerned project and requirements for minimum technical standards will be specified by CIL during the project-specific bidding. Selection of EPC-cum-O&M Contractor will be done for the concerned solar PV project based on techno-commercial and financial evaluation specific to the concerned project. The selected Contractor will be expected to provide best-in-class technologies. CIL will have the discretion to follow different bidding approaches for different types of projects based on the project-specific requirements as may deemed fit by CIL.



2.0 Scope of Work

2.1 The scope of work shall include but not limited to Design, Engineering, Testing, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation and Commissioning of grid connected floating and/or ground mounted Solar PV projects (to be awarded to multiple/single bidders/applicants) on turnkey basis, as well as Comprehensive Operation & Maintenance of the project for a period of five (5) years from the date of successful commissioning. In particular, the scope of work shall include (but not limited to) the following:

- a) Design, engineering, testing, supply, packing and forwarding, transportation, unloading, storage, installation, and commissioning of Solar Photo Voltaic Plant based on open category PV modules and cells;
- b) Topographical survey & Geo-Technical investigation of the land and bathymetry survey of water body (if applicable);
- c) Site-grading, clearing of vegetation;
- d) Design and construction of foundation & mounting structure for SPV panels (if applicable);
- e) Supply of floaters, Installation, anchoring, fixing of floaters for SPV panels, pathways for the floating system (if applicable);
- f) Arranging for power supply and water supply for construction purposes;
- g) Construction of inverter stations with Power conditioning unit, associated LT and HT switchgear;
- h) Construction of Central Monitoring and Control Station with switchgear room, SCADA room, Store room, Battery room with all electrical fitting and furniture, security cabin etc.;
- i) All associated electrical and civil works required for interfacing with grid (i.e. transformers, breakers, isolators, panels, protection system, cables. metering as per SLD, earthing of transformer etc.) and evacuation of power to HV/EHV Pooling station;
- j) Module cleaning system (wet or dry method) including supply and installation of all accessories;
- k) Construction of approach road, internal road, pathways, peripheral boundary wall etc. as per specification and any other work as applicable for development of the site;
- l) SCADA system for remote monitoring and control of Inverters with all hardware & software;
- m) Supply of Mandatory spares;
- n) Comprehensive operation & maintenance of the plant and transmission system following applicable standards, regulations and statutes for a period of five (5) years from the date of successful commissioning of the project.

2.2 Detailed scope of work along with technical standards shall be specified by CIL during the project-specific bidding.



3.0 Eligibility Criteria for Empanelment

3.1 For the purpose of Empanelment, the Applicants shall be evaluated on the basis of the following Eligibility Criteria. The Applicant would be liable to disqualification if he has made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures required in the Application for Empanelment.

3.2 **General Eligibility Criteria:**

- a) The Applicant shall be an entity or consortium of entities, where entity means a body corporate incorporated in India under the Companies Act, 2013 and its amendments thereof or any relevant law in India prior thereto, as applicable. A maximum of three members shall be allowed in case of a consortium, out of which, one member must be identified as the Lead member.
- b) The Applicant entity or entities (in case of a consortium) must be in existence for a minimum period of last three consecutive financial years just preceding the financial year in which the application has been submitted.
- c) The Applicant entity or entities (in case of a consortium) must have PAN, GSTIN and Provident Fund registration.
- d) The Applicant entity or entities (in case of a consortium) should not be currently debarred or blacklisted by any of the Central or State Governments / Government Department / PSU / autonomous organizations / multilateral donor institutions. It should not have employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences. Director(s)/Owner(s)/Proprietor/Partner(s) of the Applicant entity/entities should not have been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with the Government of India or CIL or CIL's subsidiaries during the last five (5) years.

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

- i) Audited Balance Sheet and Profit & Loss Statement duly certified by Auditor for last three financial years just preceding the financial year in which the application has been submitted.
- ii) GSTIN Registration.
- iii) PAN Card.
- iv) Certificate of Incorporation from Registrar of Companies in case applicant is a company.
- v) Registered Partnership Deed in case applicant is a partnership firm.
- vi) P.F. Registration Certificate.

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



member of the consortium.

- vii) In case of a consortium, the Applicant shall furnish a Memorandum of Understanding as a documentary evidence for formation of the consortium.
- viii) The information about the Applicant should be furnished as per format provided in Annexure-2.
- ix) Declaration on blacklisting / banning should be furnished as per format provided in Annexure-4.
- x) The format for Pre-Contract Integrity Pact (as per Annexure-9) should be initialled by the Applicant.

3.3 **Technical Eligibility Criteria:**

For Category-I:

- a) The Applicant should have successfully designed, supplied, erected / supervised erection, and commissioned / supervised commissioning of Solar Photo Voltaic-based grid connected power plant(s) of cumulative installed capacity of 60 MWp or higher in the last five (5) financial years including the financial year in which the Application has been submitted, out of which at least one plant should have been of 10 MWp or higher capacity installed at a single location. The reference plant of 10 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the last date of submission of application for empanelment.

OR;

- b) The Applicant should be a developer of Solar Photo Voltaic-based grid connected power plant(s) of cumulative installed capacity of 60 MWp or higher that have been successfully commissioned in the last five (5) financial years including the financial year in which the Application has been submitted, out of which at least one plant should have been of 10 MWp or higher capacity installed at a single location. The reference plant of 10 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the last date of submission of application for empanelment.

For Category-II:

- a) The Applicant should have successfully designed, supplied, erected / supervised erection, and commissioned / supervised commissioning of Solar Photo Voltaic-based grid connected power plant(s) of cumulative installed capacity of 150 MWp or higher in the last five (5) financial years including the financial year in which the Application has been submitted, out of which at least one plant should have been of 50 MWp or higher capacity installed at a single location. The reference plant of 50 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the last date of submission of application for empanelment.

OR;

- b) The Applicant should be a developer of Solar Photo Voltaic-based grid



connected power plant(s) of cumulative installed capacity of 150 MWp or higher that have been successfully commissioned in the last five (5) financial years including the financial year in which the Application has been submitted, out of which at least one plant should have been of 50 MWp or higher capacity installed at a single location. The reference plant of 50 MWp or higher capacity must have been in successful operation for at least six (6) months prior to the last date of submission of application for empanelment.

Explanation for 3.3(a) and (b) under Categories I and II: Solar Photo Voltaic-based grid connected power plant installed / commissioned by any Parent / Group / JV company of the Applicant entity or entities (in case of a consortium) shall not be considered. In case of a consortium, the Lead member should meet the criteria specified in **clause 3.3(a) or (b)**.

The Applicant shall furnish details of such Solar Photo Voltaic-based grid connected power plant(s) in the formats given in Annexure-7a and Annexure-7b along with the following documents as documentary evidence:

- i) Acknowledgement / Certificate from customer / client for successful execution of work / contract. The acknowledgement / certificate must contain following information:
 - Capacity of Solar Plant/System in KWp.
 - Date of award of work for installation of Solar Plant/System.
 - Date of commissioning of Solar Plant/System.
- ii) Self-attested copy of Work Order(s) or Contract(s).

3.4 **Financial Eligibility Criteria:**

- a) The average Annual Turnover of the Applicant (standalone / unconsolidated) during the last three financial years just preceding the financial year in which application has been submitted must be equal to or more than INR 450 Crore. "Other Income" as indicated in the annual accounts of the Applicant shall not be considered for arriving at the Annual Turnover.
- b) The Net Worth of the Applicant (standalone / unconsolidated) as on the last date of each of the last three financial years just preceding the financial year in which application has been submitted should be positive. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

Explanation for 3.4(a) and (b): Financial data should be provided in Indian Rupees only. In case of a consortium, the combined Annual Turnover of the members in the consortium should satisfy the criteria mentioned in **clause 3.4 (a)**. The Net Worth of each of the members in the consortium should be positive.

The Annual Turnover and Net Worth during the last three financial years just preceding the financial year in which application has been submitted must be provided in format given in Annexure-8 along with self-attested copies of Audited Balance Sheet and Profit & Loss Statements duly certified by Auditor as documentary evidence.



4.0 Instructions to the Applicants

- 4.1 This section on 'Instructions to the Applicants' should be read in conjunction with the other parts of this Application document. Although details presented in this section have been compiled with all reasonable care, it is Applicant's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between the stipulations contained in this section and other parts of this Application document. No dispute or claims shall be entertained on this account. Preparation of the Application is the responsibility of the Applicant and no relief or consideration can be given for errors and omissions.
- 4.2 **Obtaining the Application Documents:**
- 4.3 A complete set of Application Documents may be downloaded free of cost by any interested applicant from CIL's e-Tender Portal (<https://coalindiatenders.nic.in>).
- 4.4 This Application for Empanelment is not transferable
- 4.5 Applicants should download the complete tender document, and read carefully before filling the details and uploading the requisite documents.
- 4.6 **Requirements for participation in e-tenders**
- 4.7 The Applicant will have to submit the Application online at CIL's e-Tender Portal (<https://coalindiatenders.nic.in>). Offline submission will not be acceptable.
- 4.8 In order to submit the online Application on CIL's e-Tender portal, the Applicant should meet the following requirements:
- Personal Computer connected with internet (for details, please visit the home page of CIL's e-Tender portal <https://coalindiatenders.nic.in>).
 - It will be the Applicant's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Applicant's premises to access the e-Procurement portal. Under no circumstances, CIL shall be liable to the Applicants for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement portal or internet connectivity failures.
- 4.9 **Online enrolment / registration with CIL's e-Procurement portal**
- 4.10 The interested Applicant should enroll / register himself at the CIL's e-Tender Portal (<https://coalindiatenders.nic.in>) in order to participate in the application process.
- 4.11 Online enrolment/registration of the Applicants on the e-Tender portal is free of cost and one-time activity only. The registration should be in the name of the Applicant in its own style and name. In case of consortium, registration should be made in the name of Lead member of the consortium. Digital Signature Certificate (DSC) holder, who is registered on behalf of the Applicant for submitting the Applicant documents, under his digital signatures in the e-Tender portal must be Applicant's duly authorized person, with valid DSC as per clause below. It shall be the responsibility of the Applicants to ensure that they get registered with the CIL's e-Tender portal well in



- advance and download the Applicant document before the last date and time for the same.
- 4.12 Digital Signature Certificate (Class II or Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (CCA) and which can be traced up to the chain of trust to the root certificate of CCA.
- 4.13 **Help for participating in e-tender**
- 4.14 The detailed method for participating in the e-Tender is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Tender portal. The Applicants may also seek help from the help-desk on 24x7 Toll Free No. 0120- 4200462, 0120-4001002 and additional mobile nos. +91- 8826246593 and +919903079800. All queries will be answered in English / Hindi only.
- 4.15 **Contents of the Application**
- 4.16 The language for submission of Application for Empanelment shall be English.
- 4.17 The person signing the application and submitting on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same as per format provided in Annexure-5. The Power of Attorney shall be backed by copy of the Board Resolution of the Applicant Entity or Lead member of the consortium.
- 4.18 In case of a consortium, the members shall nominate one member as the lead member. The nomination shall be supported by a Power of Attorney as per format provided in Annexure-6.
- 4.19 The information furnished with the Application for Empanelment must be sufficient for processing and assessment. CIL holds the right to reject any Application in case the information furnished in the Application is incomplete or inadequate.
- 4.20 The enclosed attachments shall be filled in completely and wherever not applicable it should be written as “Not Applicable”. Applicants should furnish the required information and desist from writing “shall be furnished later” or submitting the blank form.
- 4.21 In case the Applicant intends to give additional information for which specified space in the given attachment is not sufficient, it can be furnished by additional sheets.
- 4.22 All the pages of the Application for Empanelment and attachments should be signed and corrections and over writings should be countersigned by the authorized signatory.
- 4.23 The Applicant should submit an undertaking as per Format provided in Annexure-3.
- 4.24 CIL reserves the right to cross check and confirm the information / details furnished by the Applicant at any time during the period of Empanelment. Any information / data furnished by the applicant found to be incorrect or false or misleading at any point of time would render him liable to be debarred from the Empanelment / tendering / taking up of work in CIL.
- 4.25 All costs incurred by Applicant for preparing and submitting the Application for Empanelment, in providing clarification or any other expenses whatsoever shall be



borne by Applicants themselves, regardless of the conduct or outcome of the Empanelment process.

4.26 **Online Submission of Applications**

4.27 The Applicant will submit his application online at CIL e-Tender Portal (<https://coalindiatenders.nic.in>) after carefully examining the documents.

4.28 The application shall be submitted through e-tender mode. No offline submission shall be acceptable.

4.29 Applicants to ensure that all uploaded documents are duly signed by the Applicant as per the format provided and must be digitally certified. Further, Applicants are required to sign and stamp each page of this Empanelment Application Document and submit the same along with their Application as a confirmation of acceptance of terms and conditions of this Application Document.

4.30 Applicant may note that mere submission of filled in application for empanelment and/or submission of additional information do not automatically entitle him to claim for empanelment. CIL at its sole discretion may invite or modify or annul the process without assigning reason whatsoever.

4.31 Applicants to further ensure that documents uploaded is being downloaded properly. CIL shall not be responsible for corrupted files, if any, uploaded online. Further file related to particular Attachment/Schedule including their annexures, if any, shall be given name of that Attachment/Schedule only.

4.32 Applications shall be hosted/ uploaded on the system as per time lines and the schedule specified on the tender notification.

4.33 **Deadline for Submission of Applications**

4.34 Applications must be submitted online no later than the time and date stated in the Schedule in **Clause 4.52**.

4.35 CIL may, at its discretion, extend this deadline for submission of applications by amending the Empanelment documents in accordance with **Clause 4.39**, in which case all rights and obligations of CIL and Applicants will thereafter be subject to the deadline as extended.

4.36 **Clarifications sought by the Applicant:**

4.37 The Applicant can seek clarifications on any matter pertaining to this Applicant document by submitting its queries online on the e-Tender portal within the timeline specified in **Clause 4.52**.

4.38 CIL will upload its reply to the clarifications on the e-Tender portal.

4.39 **Amendment to Empanelment Documents:**

4.40 At any time prior to the deadline for submission of Applications, CIL may, for any reason, whether at its own initiative, or in response to a clarification requested by any Applicant, amend the Empanelment document.

4.41 The amendments will be uploaded on the e-Tender portal by CIL. The amendments



will be binding on the Applicants and it will be assumed that the information contained therein have been taken into account by the Applicant in its Application.

4.42 In order to afford prospective Applicants reasonable time in which to take the amendment into account in preparing their response, CIL may, at its discretion, extend the deadline for the submission of Applications.

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

4.44 **Opening of Applications:**

4.45 The Applications will be decrypted on-line and will be opened by CIL on the pre-scheduled date and time specified in this Empanelment Document.

4.46 Applicant's attendance during the Application opening in CIL Premises is not envisaged.

4.47 Applications which are complete, complying and responsive to the requirements of the Empanelment Document will be considered for evaluation.

4.48 **Clarifications sought by CIL at the time of Evaluation:**

4.49 During the evaluation of the Applications, CIL may, at its discretion, ask the Applicant for clarification in regards to the information furnished by the Applicant in its Application including documentary evidence. The request for clarification and the response shall be in writing and no change in the substance of the application shall be sought, offered or permitted.

4.50 **Notification of Empanelment:**

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

4.52 **Schedule:**

4.53 A summary of the proposed schedule for Application for Empanelment is shown below. CIL reserves the right to amend the empanelment process and amend the schedule at any stage.

Event	Date / Time
Issuance of Application document by CIL	26-11-2020 (17:30 hrs)
Last Date and Time for downloading the Application document by the Applicants	17-12-2020 (12:00 hrs)
Last Date and Time for submission of queries / request for clarifications by the Applicants	11-12-2020 (09:00 hrs)
Last Date and Time for receipt of Applications by CIL	17-12-2020 (12:00 hrs)
Date and Time for opening of Applications by CIL	18-12-2020 (12:00 hrs)



4.54 **Period of Empanelment:**

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

4.56 **Cancellation of Empaneled Contractors:**

4.57 The Empanelment of Contractors shall be cancelled by CIL in case the contractual, commercial, technical or statutory performance of the Contractor do not meet the project specific stipulation, or in case of abandoning of allotted work, or delay in completion of work and handing over of fronts to other agencies by the Contractor, or Contractor's bankruptcy or Contractor's activities detrimental to the interest of CIL. The decision of CIL in this regard shall be final and binding on the Contractor.

4.58 In case of change of name of the Empaneled Applicant without change of constitution/partners, the same shall be intimated along with proof of such change to CIL immediately but in no case later than thirty (30) days from the date of such change occurs failing which the Empanelment of Agency/Contractor by that name shall be cancelled.

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

4.60 Notwithstanding anything contained in this Application for Empanelment, CIL reserves the right to accept or reject any Application or annul the process or reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reasons.

4.61 **Address for Communication and Submission:**

GM (CP-PMD-SOLAR)
Coal Bhawan
Premise No-04 MAR,
Plot No-AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata-700156 PBX: 033 7110-4701
Email: - gmpm.cil@coalindia.in / bpanda4492@coalindia.in

4.62 **Corrupt or Fraudulent Practices:**

4.63 CIL requires that Applicants observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, CIL:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants (prior to or after submission of Application) and to deprive CIL of the benefits of free and open competition;



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- b) will reject an application for empanelment if it determines that the Applicant recommended for empanelment has engaged in corrupt or fraudulent practices;
 - c) will declare a firm ineligible, either indefinitely or for a stated period of time, for empanelment if it at any time determines that the firm has engaged in corrupt or fraudulent practices.
- 4.64 Applicant or bidder means the entity participating or intending to participate in this process, namely, Request for EOI: Empanelment of Solar PV Power Project EPC-cum-O&M contractors, as the case may be, shall respectively be referred as Applicant or Bidder.
- 4.65 Applicable Law and Jurisdiction: This EOI document shall be construed in accordance with the applicable laws of India. The Courts at Kolkata shall have exclusive jurisdiction in any proceedings arising out of this document.



5.0 List of Annexures

Annexure-1: Covering Letter

Annexure-2: General information of the Applicant

Annexure-3: Format for Undertaking

Annexure-4: Declaration of blacklisting / banning

Annexure-5: Power of Attorney for authorized signatory

Annexure-6: Power of Attorney for Lead member of consortium

Annexure-7a: Details of Applicant's experience for Category-I

Annexure-7b: Details of Applicant's experience for Category-II

Annexure-8: Financial information of the Applicant

Annexure-9: Pre-contract Integrity Pact



Annexure-1: Covering Letter

(On Applicant's letterhead)

Ref.:

Date:

Place:

To,

GM(CP-PMD-SOLAR)

Coal Bhawan

Premise No-04 MAR,

Plot No-AF-III, Action Area-1A,

Newtown, Rajarhat, Kolkata-700156

PBX: 033 7110-4701

Email: - gmpm.cil@coalindia.in / bpanda4492@coalindia.in

Subject: Application for Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries

EOI Reference: CIL/CV/2020/DIVA/D3/EOI/4564 dated 26-11-2020

eTender ID: 2020_CILHQ_188968_1

Dear Sir,

We hereby, submit our application for "**Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries**" in accordance to the Expression of Interest Document No..... of Coal India Ltd. (CIL), hereinafter, referred to as EOI Document, enclosed with this application. Our application is for **Category-I / Category-II / both the Categories-I and II** (strike off whichever is not applicable).

We hereby confirm the following:

The application for "**Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries**" is being submitted by _____ (Name of the Applicant Entity / Lead member of consortium) who is the Applicant in accordance with the conditions stipulated in the EOI Document.

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

We have examined in detail and have understood, and abide by, all the terms and conditions



stipulated in the EOI Document and in any subsequent communication sent by CIL. Our application for **“Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries”** is consistent with all the requirements of submission as stated in the EOI Document or in any of the subsequent communications from CIL.

The information submitted in our application for **“Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries”** is complete, is strictly as per the requirements as stipulated in the EOI Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our said application. If any information, document or declaration submitted in/with our said application is found to be incorrect at a later date, we indemnify CIL against any loss due to this and CIL may take any action as deemed fit.

The Applicant designate Mr./Ms. _____ (mention name and designation), as our Authorized Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Applicant etc. in respect of our application for **“Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries”**.

Signed for and on behalf of

(Sign. & Seal of Authorized Signatory)

Enclosures – As per the list of documents given below:

Sl. No.	Annexure as per EOI Document	Description	Documents Submitted
1.	--	Signed copy of EOI Document no. (as per clause 4.29)	Yes/No
2.	Annexure-1	Covering Letter	Yes/No
3.	Annexure-2	General information of the Applicant	Yes/No
4.	Annexure-3	Format for Undertaking	Yes/No
5.	Annexure-4	Declaration of blacklisting / banning	Yes/No
6.	Annexure-5	Power of Attorney for authorized signatory	Yes/No
7.	--	Board Resolution as per clause 4.17	Yes/No
8.	--	Memorandum of Undertaking for consortium (as per clause 3.2)	Yes/No



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9.	Annexure-6	Power of Attorney for Lead member of consortium	Yes/No
10.	--	Self-attested copy of Audited Balance - Sheet and Profit & Loss Statement duly certified by Auditor for last three financial years just preceding the financial year in which the application has been submitted (as per clause 3.2)	Yes/No
11.	--	Self-attested copy of GSTIN Registration (as per clause 3.2)	Yes/No
12.	--	Self-attested copy of PAN Card (as per clause 3.2)	Yes/No
13.	--	Self-attested copy of Certificate of Incorporation from Registrar of Companies in case applicant is a company (as per clause 3.2)	Yes/No
14.	--	Self-attested copy of Registered Partnership Deed in case applicant is a partnership firm (as per clause 3.2)	Yes/No
15.	--	Self-attested copy of P.F. Registration Certificate (as per clause 3.2)	Yes/No
16.	Annexure-7a	Details of Applicant's experience for Category-I	Yes/No
17.	Annexure-7b	Details of Applicant's experience for Category-II	Yes/No
18.	--	Acknowledgement / Certificate from customer / client for successful execution of work / contract as documentary evidence for Clause 3.3	Yes/No
19.	--	Self-attested copy of Work Order(s) or Contract(s) as documentary evidence for Clause 3.3	Yes/No
20.	Annexure-8	Financial information of the Applicant	Yes/No
21.	Annexure-9	Pre-contract Integrity Pact	Yes/No



Annexure-2: General information of the Applicant

(On Applicant's letterhead)

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



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

(Sign. & Seal of Authorized Signatory)

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

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



Annexure-3: Format for Undertaking

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

AFFIDAVIT

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

1. That our Firm / Company i.e. _____ (mention name of the Applicant Entity / Lead member of consortium) has applied in response to the invitation of Application for Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of CIL and its Subsidiaries.
2. That our Firm / Company i.e. _____ (mention name of the Applicant Entity / Lead member of consortium) is eligible to submit the aforesaid application as it not is under liquidation, court receivership or similar proceedings.
3. That all the information, documents and declarations submitted in/with our application are correct to the best of our knowledge and understanding.
4. That if any information, document or declaration submitted in/with our application, is found to be incorrect at a later date, we indemnify CIL against any loss due to this and CIL may take any action as deemed fit.

DEPONENT

VERIFICATION

*I/we _____ the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 4 are true and correct to the best of *my/ our knowledge and belief and nothing is concealed there from.

Verified at _____ (place) this _____ Day of _____ 20 .

(* Strike off whichever is not applicable)

DEPONENT



Annexure-4: Declaration of Blacklisting / Banning

(On Applicant's letterhead)

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

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

Signed for and on behalf of

(Sign. & Seal of Authorized Signatory)

Date:

Place:



Annexure-5: Power of Attorney for Authorized Signatory

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

Know all men by these presents, We, *[name of entity / Lead member of consortium and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr. / Ms.*[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/ retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of Coal India Ltd (the "Client") and its Subsidiaries, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

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

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

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

[Signature]

[Name]

[Designation]

Witnesses:

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

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

Accepted

[Signature]

[Name]

[Designation]



[Address]

Notes:

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



Annexure-6: Power of Attorney for Lead member of consortium

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

(To be executed by all members of the Consortium)

Whereas Coal India Limited (the "Client") has invited Application for Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted / Floating Solar PV Power Projects of Coal India Ltd and its Subsidiaries.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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



SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

Third by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

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



Annexure-7a: Details of Applicant's experience for Category-I

(On Applicant's letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per clause 3.3 (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Place:

Date:

Note: The details provided here shall be used for assessing eligibility against criterion mentioned in **clause 3.3** provided copy of supporting documents are submitted as mentioned in **clause 3.3**.



Annexure-7b: Details of Applicant's experience for Category-II

(On Applicant's letterhead)

Details of the Solar Photo Voltaic-based grid connected power project(s) executed by the Applicant:

Sl. No.	Project name	Capacity (KWp)	Location of installation	Client / Customer Name, Full Address, Tel No., Fax No., Client contact person (name, designation, mob no, email ID)	Date of award	Date of commissioning	Number of months of successful operation	Current status of project (e.g. under construction, successful operation)	Applicant's Scope of work in the project (e.g. EPC, O&M)	Whether documentary evidence have been furnished in this Application as per clause 3.3 (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
Total Capacity										

(Sign. & Seal of Authorized Signatory)

Place:

Date:

Note: The details provided here shall be used for assessing eligibility against criterion mentioned in **clause 3.3** provided copy of supporting documents are submitted as mentioned in **clause 3.3**.



Annexure-8: Financial information of the Applicant

(On Applicant's letterhead)

Financial information of the Applicant as per clause 3.4 of the EOI Document:

Financial Year	Annual Turnover (INR Crore)	Net Worth (INR Crore)	Whether documentary evidence have been furnished in this Application as per clause 3.4 (Yes / No)

(Sign. & Seal of Authorized Signatory)

Place:

Date:

Note: The details provided here shall be used for assessing eligibility against criterion mentioned in **clause 3.4** provided copy of supporting documents are submitted as mentioned in **clause 3.4**.



Annexure-9: 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-4 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



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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 -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)