

**COAL INDIA LIMITED**  
**(A Government of India Enterprise)**



*महारत्न कंपनी*  
*A Maharatna Company*

Notice for Inviting  
**EXPRESSION OF INTEREST**

**FOR**

**Empanelment of International Technical Consultant for overseas mineral assets.**

**EOI Document No.:** CIL/BD/2024/ CRITICAL MINERALS/Eoi/6332

**Dated:** 18.06.2024







## 2.0 Introduction

Under its diversification initiatives, Coal India Limited has identified Critical minerals as one of the potential area to venture into. The economic importance of critical minerals for value add industries, along with risks to stable supply make them strategically valuable. Coal India Limited is looking for the critical minerals like Ni, Co, Li and others in countries ranging from Australia, Argentina, Chile etc. Subsequently CIL has incorporated object clause pertaining to critical minerals business value chain in its Memorandum of Association to affirm its focus on critical mineral strategy as follows:

“To carry on all kinds of business in India or abroad relating to critical minerals including but not limited to Lithium, Nickel, Cobalt, Vanadium, Copper, Manganese and carry on activities including but not limited to producing, buying, selling, trading, importing, exporting, dealing, processing, mining, exploring, accumulating, acquiring, sourcing, leasing, distributing, transferring, preserving, mixing, financing, supplying, contracting, consuming, manufacturing, conducting research and development relating to any critical mineral and products of all kinds and specification in which critical minerals are used”.

Since CIL has decided to venture into a vertical integration of business initiatives other than its conventional coal business with necessary approval of the Board, it invites expression of interest from experienced consultant(s) for empanelment as technical consultants for due diligence of overseas mineral assets.



### 3.0 About the EOI

- 3.1 The statements and explanations contained in this EOI are intended to provide a better understanding to the Applicants about the subject matter of this EOI and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Applicants as may be specified in the tendering process or any subsequent agreement later on; or CIL's rights to amend, alter, change, supplement or clarify the scope of work and obligations of the Applicants, or the terms herein contained. Consequently, any omissions, conflicts or contradictions in this EOI are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by CIL.
- 3.2 After completion of the empanelment term as specified in this Application document, CIL possesses the right to empanel any new Technical Consultant, if the said Technical Consultant meets the eligibility criteria as stipulated in this Application document.
- 3.3 Subsequent to the empanelment of Technical Consultant, as opportunities for technical due diligence of identified assets will come, CIL will conduct project-wise bidding amongst the empaneled Consultant. Details of the concerned project and requirements for minimum technical standards will be specified by CIL during the project-specific bidding. Selection of Technical Consultant will be done for the concerned critical mineral project based on techno-commercial and financial evaluation specific to the concerned project. The selected Technical Consultant will be expected to provide best consultancy services in the due diligence of the asset. 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. If the situation warrants, the list of empanelment may be updated on an annual basis.
- 3.4 The issuance of this EOI does not imply that CIL is bound to select, discuss, shortlist or evaluate proposal of any or all the prospective Applicants. Even after selection of suitable prospective Applicants CIL is not bound to proceed ahead with the prospective partnership and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
- 3.5 Notwithstanding any terms of this EOI, CIL reserves the right to invite any player outside the participants of this EOI for Empanelment of Technical Consultant for overseas mineral assets as may deemed suitable by CIL.
- 3.6 CIL shall receive submission pursuant to this EOI in accordance with the



terms set forth in this EOI, and all EOI responses shall be prepared and submitted in accordance with such terms on or before the date specified in this document for submission of EOI.

- 3.7 CIL reserves the right to accept, negotiate or reject any Bid and to cancel the empanelment process and reject all bid, at any time prior to the empanelment, without thereby incurring any liability to the affected Bidder or Bidders and CIL is not obliged to inform the affected Bidder or Bidders of the grounds for the Employer's action.



## 4.0 Scope of Work

- 4.1 The broad project specific scope for the Consultants is to assist CIL in evaluation of the 'Overseas Target mineral asset(s)' under consideration.
- 4.2 The empaneled Consultants will be invited, as and when projects arise, to submit their financial proposals based on Request for proposal (RFP) issued selectively at sole discretion of CIL to empaneled consultants on a project-to-project basis.
- 4.3 RFP may contain a specific Qualification Criteria depending upon the size of the Mineral asset/ deal (eg. annual turnover etc). Technical bids may also be called along with the financial bids after the empanelment.
- 4.4 Response time for Request for Proposal (RFP) will be on a case to case basis for specific project depending on the exigencies of work. Minimum response time may be seven days. Empaneled consultant(s), not responding to the RFP may require to submit proper justification. Company may take appropriate action as deemed fit against such non participants.
- 4.5 Broad Scope of Work (SOW) for Technical due diligence by the Technical Consultant has been mentioned below, the consultant will be required to:-
  - i) Review all available information regarding the mineral assets;
  - ii) Undertake a site visit to the project areas;
  - iii) Prepare a due diligence report commenting on the various project aspects, including:-
    - a. Ownership, tenure and permits; Analysis of licenses and approvals, discharge permits, government and statutory approvals, prospecting, exploration and mining rights, etc. critical to the viability of the projects.
    - b. concerns w.r.t. environmental issues, legal issues;
    - c. Geology, resources & reserves and the estimation methodologies employed; Description of the mineral resource i.e. estimated inferred /indicated, etc;
    - d. Mining operations, conceptual mine plan, mining methods, mining dilution factors, mining recovery factors and associated infrastructure;
    - e. Processing operations, technologies employed and suitability, capacity, parameters, factors, and assumptions for its commissioning including product mix, quality and yields;
    - f. Evaluation of project logistics including port/rail capacities;





## 5.0 Eligibility Criteria for Empanelment

**5.1** EOI of the Applicants meeting the following eligibility criteria shall only be shortlisted by CIL for the next stage of selection process. The Applicant would be liable to disqualification if it has made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures required in the Application for Empanelment.

**5.2 General Eligibility Criteria:**

- a. The Applicant should be a legal entity registered under relevant law in India or abroad. The Applicant entity (domestic or foreign) must be in existence for a minimum period of continuous three (3) years as of last day of month previous to the one in which this Expression of Interest is issued/published. However any form of consortium or JV is not allowed under this EOI.
- b. The Applicant entity should not be currently debarred or blacklisted by any of the following: MoC, DoE or CIL. If the entity is debarred post empanelment, then it will be rendered ineligible for participation in the Limited Tenders.
- c. The Applicant entity should not be under corporate insolvency resolution process, liquidation or similar proceedings.

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.

Sl no.	Name of documents required for Indian companies registered in India or foreign companies having an office in India.	Name of documents required for foreign companies not having any office in India.
1	GSTIN Registration	Similar document as applicable in respective country. (Tax Residency Certificate)
2	PAN Card	Similar document as applicable in respective country. (Tax Residency Certificate)
3	Certificate of Incorporation/ Registration certificate from Registrar of Companies, in case applicant is a company	Similar document as applicable in respective country.

**(Note:** For a foreign company, the documents, if issued in a foreign language must be translated in English through an official translator and apostilled by their respective Embassy.)



- ii) Declaration on blacklisting / banning should be furnished as per format provided in Annexure-4.
- iii) The format for Pre-Contract Integrity Pact (as per Annexure-8) should be Initialed by the Applicant.
- iv) The format of Code of Integrity for Public Procurement (as per Annexure- 10) should be initialed by the Applicant.

### 5.3 Technical Eligibility Criteria:

- a. The applicant should have in its name successfully completed at least one technical due diligence of overseas mineral asset, where the fee (excluding applicable taxes) of each assignment is not less than INR 23 lakh (Indian Rupees Twenty Three Lakhs) or equivalent in other currencies, related to any one of the mineral listed as "Critical" by the Ministry of Mines, in its report "Critical Minerals for India", June 2023, during last ten years ending last day of the month previous to the one in which EOI(s) are invited

Or

The applicant should have in its name successfully completed at least three technical due diligence of overseas mineral asset(s), where the fee (excluding applicable taxes) of each assignment is not less than INR 23 lakh (Indian Rupees Twenty Three Lakhs) or equivalent in other currencies related to any one of these mineral i.e. Iron ore/ bauxite/ Zinc during last ten years ending last day of the month previous to the one in which EOI(s) are invited.

- a. In respect of the above eligibility criteria the applicant are required to furnish the following information on-line:
  - i. Start date of the year for which work experience of applicant is to be considered for eligibility.
  - ii. Start date & end date of each qualifying experience (similar nature)
  - iii. Work Order /Agreement reference of each experience
  - iv. Name & address of Employer/Work Order Issuing authority of each experience
  - v. Executed Value of work against each experience.
  - vi. 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 applicant/ 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.
- b. The bidder has to submit documents, which should mention the details of assignment indicating scope (as per the requirement in this tender) carried out along with value of the Purchase Order so as to enable CIL to identify whether the applicant meets the



qualification criteria stipulated above or not. In addition to that, the applicant/ bidder shall also submit Satisfactory Work Completion Certificate on Client's letter head indicating (a) Brief scope of work, (b) Contract period, (c) Date of completion, (d) Work Order reference as relevant, and (e) Value of work executed. Bidders shall also provide Client's references with contact details like Name, Designation, Address, Contact number and Email ID for each work order being submitted as per above criterion.

- c. For evaluation of work experience, the experience of the Affiliate of the applicant may also be considered.

The term Affiliate means in relation to a entity, any other entity directly or indirectly controlling, controlled by or under common control with, such entity, where 'control' when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities or otherwise.

- d. If work order or completion certificate are not very explicit, separate certification from the client may be considered.
- e. For claiming above experience, an applicant/ Bidder can only claim one experience per assignment/work order, irrespective of number of mines or sectors covered under such assignment/work order.
- f. Recently obtained completion certificate from the client of the work done in the past (within the qualifying period) shall also be accepted, irrespective of date of certification.
- g. 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.
- h. Work order/ completion certificate should be signed by the Applicant/ Bidder's client. Work order/ completion certificate received by e-mail should be signed/certified by the client.
- i. 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.
- j. Particulars of each of the assignments including title of the assignment, name of the client, completion date and specific work value should be provided.

#### **5.4 Financial Eligibility Criteria:**

- a. **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 5.4(a):** Financial data should be provided. The 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-7 along with self-



attested copies of Audited Balance Sheet and Profit & Loss Statements duly certified by Auditor as documentary evidence.

- Financial year here means the period of 12 months (January to December or April to March) for which the annual accounts of the entity is being prepared.

Note: However if any financial data is mentioned in any currency other than USD, it will be converted to INR for the purpose of evaluation only. For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees [as on 60 (sixty) days prior to the date of invitation of Bid] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered. (Date \_\_\_\_\_, Conversion Rate: \_\_\_\_\_ and site \_\_\_\_\_)

**Explanation (Net Worth):** Net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited financial statements, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

- b. **Working Capital:** The applicant must submit the Certificate of possessing adequate Working Capital of at least 1 crore (Indian Rupees One Crore) inclusive of access to lines of credit and availability of other financial resources to meet the requirement, issued by a Practicing Chartered Accountant having a Membership Number with Institute of Chartered Accountants of India. Such Certificate should contain the Unique Document Identification Number (UDIN). The applicant should possess the Working Capital issued within three months prior to the date of opening of tender.

In case, access to lines of credit constitutes the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) shall also be submitted regarding availability of access to credit (issued within three months prior to the date of opening of tender) to meet the above eligibility criteria.

For foreign Partner(s), Banker's Certificate regarding availability of access to credit (issued within three months prior to the date of opening of tender) should be duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document. Relevant Embassy/High Commission means the Embassy/High Commission in India of the Country where the bidder has obtained Banker's Certificate or Country of origin of the bidder).

- c. **Financial Turnover:** Average annual financial turnover during the last 3(three) years, ending 31st March of 2024 financial year should be at least 5 crores.

The applicants must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by applicant.



The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant \*Embassy/High Commission concerned, towards authenticity of document.

(\*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)



## 5.5 BID EVALUATION CRITERIA

The Bids of the Bidders meeting Pre-Qualification criteria shall be considered for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder:

S. No.	Marking Heads	Marks	Minimum Qualifying Marks
1	<p><b>Experience of Bidder</b></p> <p>The applicant should have in its name successfully completed at least one technical due diligence of overseas mineral asset, where the fee (excluding applicable taxes) of each assignment is not less than INR 23 lakh (Indian Rupees Twenty Three Lakhs) or equivalent in other currencies, related to any one of the mineral listed as “Critical” by the Ministry of Mines, in its report “Critical Minerals for India”, June 2023, during last ten years ending last day of the month previous to the one in which EOI(s) are invited</p> <p style="text-align: center;">Or</p> <p>The applicant should have in its name successfully completed at least three technical due diligence of overseas mineral asset(s), where the fee (excluding applicable taxes) of each assignment is not less than INR 23 lakh (Indian Rupees Twenty Three Lakhs) or equivalent in other currencies, related to any one of these mineral i.e. Iron ore/ bauxite/ Zinc during last ten years ending last day of the month previous to the one in which EOI(s) are invited.</p>	30	30
2	<p><b><u>Additional Experience</u></b></p> <p>Further, additional units of experience in any of the Minerals listed as “Critical” by the Ministry of Mines as stated at Sl. No. 1 above in addition to those stated under Sl. no. 1 in this Table, in any Company (Public/ Private), 2 marks will be awarded for each unit (excluding the experience which has already been furnished in the Sl. No. 1 in this Table) subject to maximum of 10 units aggregating to 20 marks.</p> <p>Additional units of experience in any one of these Minerals i.e. Iron Ore/bauxite/Zinc as stated at Sl. No. 1 above in addition to those</p>	20	Nil



	<p>stated under Sl. no. 1 in this Table, in any Company (Public/ Private), 1 mark will be awarded for each unit (excluding the experience which has already been furnished in the Sl. No. 1 in this Table) subject to maximum of 20 units aggregating to 20 marks.</p> <p>(For the purpose of this clause, 1 unit= 1 successful technical due diligence.)</p> <p>(Note: Maximum marks to be obtained in this clause is 20 even if summation of paragraph 2.1 and 2.2 exceeds 20.)</p>		
<b>3</b>	<p><b>Financial Eligibility</b></p> <p>3.1 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.</p> <p>3.2 Average Annual Financial Turnover in the past three financial years from Consultancy and / or Advisory Services shall be Minimum of INR 5 Crore (Indian Rupees Five Crore).</p> <p>3.3 The applicant should possess the Working Capital of atleast Rs. 1 crore (Indian Rupees One Crore).</p>	<p><b>10</b></p> <p><b>10</b></p> <p><b>10</b></p>	<p><b>10</b></p> <p><b>10</b></p> <p><b>10</b></p>
<b>4</b>	<p><b><u>Bonus for Additional Financial Particulars</u></b></p> <p>i) For additional units of Financial turnover (here, 1 unit= 5 crore) of particulars as stated at Sl. No.3.2 in this Table, in any Company (Public/ Private), 2 marks will be awarded for each unit (excluding the particulars which have already been furnished in the Sl. No. 3 in this Table) subject to maximum of 5 units aggregating to 10 marks.</p> <p>ii) For additional units of Working Capital (here, 1 unit= 1 crore) of particulars as stated at Sl. No.3.3 above, in any Company (Public/ Private), 2 marks will be awarded for each unit (excluding the particulars which have already been furnished in the Sl. No. 3 in this Table) subject to maximum of 5 units aggregating to 10 marks.</p>	<p><b>10</b></p> <p><b>10</b></p>	<p><b>Nil</b></p> <p><b>Nil</b></p>



Request for EOI: Empanelment of Technical Consultant for overseas mineral assets.

---

	<b>Total</b>	<b>100</b>	
	<b>Qualifying Marks</b>	<b>60</b>	

All the qualified applicants will be marked and sequenced in the descending order based on the scores they obtain. If the number of qualified applicants exceed eight, then top eight will be considered for empanelment. In case of a tie, the applicant with higher net-worth will be considered higher in the ranking.





and which can be traced up to the chain of trust to the root certificate of CCA.

#### 6.5 Help for participating in e-tender

Help for participating in e-tender: The detailed method for participating in the e-procurement is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Procurement portal. The bidders may also seek help from the 24 x 7 help-desk on 0120-4001002, 0120-4001005 and 0120-6277787 or through email: support-eproc@nic.in. All queries will be answered in English / Hindi only. If any help regarding tender related issues is required, the bidders may contact on 9431392193/8789728675 and for assistance in bid submission, bidders may contact 9431392193/8789728675 during office hours. International bidders are requested to prefix 91 as country code.

#### 6.6 Contents of the Application

- a) The language for submission of Application for Empanelment and all related correspondence, information and documents in relation to the application shall be in the English language. Supporting documents and printed literature/material/documentary evidence etc. accompanying the application such as copies of purchase orders, experience certificates, etc. furnished by the bidder with its application may be in any other language provided that they are accompanied by a translation in the English language (duly authenticated by the embassy of the country of the bidder). Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the application, the English language translation shall prevail.
- b) For any document issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the document is being issued. However, any document provided by the bidders from countries that have signed the Hague Convention, 1961 is not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) All the pages of the Application for Empanelment and attachments should be signed.
- h) The Applicant should submit an undertaking as per Format provided in



Annexure-3.

- i) 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.
- j) 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.

**6.7 Online Submission of Applications**

- a) The Applicant will submit his application online at CIL e-Tender Portal (<https://coalindiatenders.nic.in>) after carefully examining the documents.
- b) The application shall be submitted through e-tender mode. No offline submission shall be acceptable.
- c) 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.
- d) 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.
- e) Applicants to further ensure that documents uploaded can be 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.
- f) Applications shall be hosted/ uploaded on the system as per time lines and the schedule specified on the tender notification.

**6.8 Deadline for Submission of Applications**

- a) Applications must be submitted online no later than the time and date stated in the Schedule in **Clause 6.14**.
- b) CIL may, at its discretion, extend this deadline for submission of applications by amending the Empanelment documents in accordance with Clause 6.21, in which case all rights and obligations of CIL and Applicants will thereafter be subject to the deadline as extended.

**6.9 Clarifications sought by the Applicant:**

- a) 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 6.14**.



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

**6.10 Amendment to Empanelment Documents:**

- a) 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.
- b) The amendments will be uploaded on the e-Tender portal by CIL. The amendments
- c) 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.
- d) 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.
- e) Applicants are advised to check regularly CIL e-Tender Portal for updates.

**6.11 Opening of Applications:**

- a) 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.
- b) Applicant's attendance during the Application opening in CIL Premises is not envisaged.
- c) Applications which are complete, complying and responsive to the requirements of the Empanelment Document will be considered for evaluation.

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

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. The Applicant to respond by a specified date which shall not be later than seven (7) days, and if the Applicant does not comply or respond by the date, his application will be liable to be rejected. The clarification process shall be one time and depending on the outcome, such applications are to be ignored or considered further.

**6.13 Notification of Empanelment:**

CIL will evaluate the responsive 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.

**6.14 Schedule:**

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





**6.15 Period of Empanelment:**

This empanelment shall be valid for a period of three (3) years from the date of Empanelment. Empanelment may be extended for another two (2) years with provision of final extension of further one (1) year depending on the requirement.

**6.16 Cancellation of Empaneled Contractors:**

- a. 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.
- b. 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.

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

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.

**6.18 Reciprocity Clause**

- a) When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
- b) Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- c) The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
- d) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT

\*Contractor is same as consultant for this EOI document.



e) as amended from time to time.

**NOTE:**

1. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.
2. CIL/Subsidiary *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/ update their procurement projections every year, for the next 5 years on their respective website (**Note:** To be monitored by Project Monitoring Division)

6.19 **Address for Communication and Submission:**

GM (Business Development)  
Coal India Limited  
Coal Bhawan  
Premise No- 04 MAR,  
Plot No-AF-III, Action Area-1A,  
Newtown, Rajarhat, Kolkata-700156  
Email: - [asheeshkumar.cil@coalindia](mailto:asheeshkumar.cil@coalindia).



**6.20 Corrupt or Fraudulent Practices:**

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 CIL , and includes collusive practice among Applicants (prior to or after submission of Application) and to deprive CILof the benefits of free and open competition;
- 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.

6.21 Applicant or bidder means the entity participating or intending to participate in this process, namely, Request for EOI: Empanelment of Technical Consultant for overseas mineral assets, as the case may be, shall respectively be referred as Applicant or Bidder.

6.22 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



## 7.0 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: Details of Applicant's experience
- Annexure-7: Financial information of the Applicant
- Annexure-8: Pre-contract Integrity Pact
- Annexure-9: Format for Submission of Queries
- Annexure-10: Proforma for Declaration towards Code of Integrity for Public Procurement to be Accepted Unconditionally by Bidder/s.
- Annexure-10: Details of Incorporation
- Annexure-11: Global Presence of the Consultant





stipulated in the EOI Document and in any subsequent communication sent by CIL. Our application for “**Empanelment of engagement of technical consultant for due diligence of overseas mineral assets**” 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 engagement of technical consultant for due diligence of overseas mineral assets**” 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 engagement of technical consultant for due diligence of overseas mineral assets**”.

**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 <b>clause 6.4</b> )	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 <b>clause 6.6</b>	Yes/No



8.	--	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 <b>clause 5.2</b> )	Yes/No
9.	--	Self-attested copy of GSTIN Registration or similar document ... (as per <b>clause 5.2</b> )	Yes/No
10.	--	Self-attested copy of PAN Card or similar document ... (as per <b>clause 5.2</b> )	Yes/No
11.	--	Self-attested copy of Certificate of Incorporation/Registration or similar document from Registrar of Companies in case applicant is a company ...(as per <b>clause 5.2</b> )	Yes/No
12.	Annexure-6	Details of Applicant's experience	Yes/No
13.	--	Acknowledgement / Certificate from customer / client for successful execution of work / contract.... as documentary evidence for <b>Clause 5.3</b>	Yes/No
14.	--	Self-attested copy of Work Order(s) or Contract(s)... as documentary evidence for <b>Clause 5.3</b>	Yes/No
15.	Annexure-7	Financial information of the Applicant	Yes/No
16.	--	Self-attested copies of Audited Balance Sheet and Profit & Loss Statements duly certified by Auditor.... as documentary evidence for <b>clause 5.4</b>	Yes/No
17.	Annexure-8	Pre-contract Integrity Pact	Yes/No
18.	Annexure-9	Format for Submission of Queries	Yes/No
19.	Annexure-10	Proforma for Declaration towards Code Of Integrity for Public Procurement to be Accepted Unconditionally by Bidder/s	Yes/No
20.	Annexure-11	Details of Incorporation	Yes/No
21.	Annexure-12	Global Presence of the Consultants	Yes/No



## Annexure-2: General information of the Applicant

(On Applicant's letterhead)

<b>1</b>	<b>Applicant's Details</b>	
1.1	Nature of the Applicant	Single Entity
1.2	Full Legal Name of Applicant's entity	
1.3	Legal Status of the Applicant's entity	Public Ltd. Co. / Pvt. Ltd. Co. / Partnership / Proprietorship / Any other status as applicable
1.4	CIN or or similar identification number as applicable in the respective country	
1.5	Registration No. or similar identification number as applicable in the respective country	
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 or similar identification number as applicable in the respective country	
1.14	Principal Place of Business	
1.15	GSTIN or similar identification number as applicable in the respective country	
<b>2</b>	<b>Details of Personnel authorized/Company Representative for signing application</b>	
2.1	Name	
2.2	Designation	
2.3	Address	
2.4	Mobile Number	



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'
<b>3</b>	<b>Details of Contact Person for Participation in Tenders post-empanelment</b>	
3.1	Name	
3.2	Designation	
3.3	Address	
3.4	Mobile Number	
3.5	e-mail ID	

**(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-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.
- 3) Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Signed for and on behalf of

(Sign. & Seal of Authorized Signatory)

Date:

Place:



## Annexure-5: Power of Attorney for Authorized Signatory

### (To be provided by the bidder on Non-Judicial Stamp Paper)

Know all men by these presents, We, *[name of entity 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 engagement of technical consultant for due diligence of overseas mineral assets, 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 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]*, 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]*

*[Signature]*

*[Name]*

*[Designation]*

Witnesses:

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

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

Accepted

*[Signature]*

*[Name]*

*[Designation]*

(Notarised)



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



## Annexure-6: Details of Applicant's experience

(On Applicant's letterhead)

Details of the Similar Nature of Work executed by the Applicant:

Sl. No.	Project name	Capacity	Location	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	Whether documentary evidence have been furnished in this Application as per clause 5.3 (Yes / No)
1										
2										
3										
	Add rows for more no. of projects									
<b>Total Capacity</b>										

(Sign. & Seal of Authorized Signatory)

Place:

Date:

**Note:** The details provided here shall be used for assessing eligibility against criterion mentioned in **clause 5.3** provided copy of supporting documents are submitted as mentioned in **clause 5.3**.





## Annexure-8: Pre-contract Integrity Pact

(On Applicant's letterhead)

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited 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.









(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.

(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.

(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 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, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / 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.





Request for EOI: Empanelment of Technical Consultant for overseas mineral assets.

---

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)

PlaceDate-----

-----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



## Annexure-9: Format for Submission of Queries

(On Applicant's letterhead)

Sl. No.	Section No	Clause No.	Page No.	EOI Term	Applicant's Query

*Sign with seal*



**Annexure – 10: Proforma for Declaration towards Code Of Integrity for Public Procurement to be Accepted Unconditionally by Bidder/s.**

**(To be signed on Plain Paper)**

To  
Tender Inviting Authority,  
.....  
Sub: Declaration towards CIPP by Bidder  
Ref: Eoi No.:

Dear Sir,

I, Sri, ....., proprietor, representative, partner of .....I / We,  
\_\_\_\_\_Proprietor/ Partner / Legal Attorney /Director/ Accredited

Representative of M/s ..... Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract as laid down in the General Terms and Conditions.
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. In-case the contract is awarded to me/us, I/we will submit a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:

Witness 2:

(Name and Address)

(Name and Address)



## Code of Integrity for Public Procurement (CIPP)

### 1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL. The bidders/contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

### 2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants 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 procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: 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 a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of Interest”**-A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:
  - a) they have controlling partner(s) in common; or
  - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or



- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding Company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

all such Bidders having a Conflict of Interest, shall be disqualified.

The Bidders shall comply the above provision of "Conflict of Interest" and submit an undertaking with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE.

Earnest Money deposited by such defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a period of 12(twelve) months from the date of issue of such letter. In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm.

Note (Not part of tender document):

In the above case, approval of Tender Accepting Authority shall be taken. In case Board/CMD of CIL/Subsidiary is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained.

- vi) **"Obstructive practice"**: materially impede the procuring entity'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 the procuring entity's rights of audit or access to information;

### 3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract.

Failure to do so would amount to violation of this code of integrity; and

- ii) Any bidder must declare, whether asked or not in a bid document, any previous







## Annexure-12: Global Presence of the Consultants

(On Applicant's letterhead)

1. Details of Global Presence:

Sl. no	Name of country where entity is present	No. of offices in the country

2. Successful technical due diligence for mineral assets) related transactions including those by Indian arm of the Consultants in last 3 Financial Years:

Sl. No.	Name of the Company awarding the assignment	Resource size / Deal Size	Time taken for completing the transaction	Date of completion of successful transaction	Name of the mineral dealt

Authorized Signatory  
 Name of the Consultant  
 Office seal