

# **COAL INDIA LIMITED**

**(A Government of India Enterprise)**



*महारत्न कंपनी*  
*A Maharatna Company*

Notice for Inviting

## **Draft EXPRESSION OF INTEREST**

**FOR**

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

**EOI Document No.: XX dated XX**



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## 1.0 About the Company

- 1.0 Coal India Limited (CIL) the state owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 83 mining areas spread over eight (8) states of India. Coal India Limited has 322 mines (as on 1st April, 2023) of which 138 are underground, 171 opencast and 13 mixed mines.
- 1.1 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).
- 1.2 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).
- 1.3 For detailed profile of company and past financial results, Applicants may visit the CIL website: <https://www.coalindia.in/>



## 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 and or through open/ open-limited tender, for selection of Technical Consultant 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 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.
- 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.

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## 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 despite repeated requests may invite de-empanelment with immediate effect.
  - i) Broad Scope of Work (SOW) for Technical due diligence by the Technical Consultant has been mentioned below, the consultant will be required to :-
  - ii) Review all available information regarding the mineral assets;
  - iii) Undertake a site visit to the project areas;
  - iv) Prepare a due diligence report commenting on the various project aspects, including:-
    - a. Ownership, tenure and permits; Analysis of licenses and approvals critical to the viability of both the projects, discharge permits, government and statutory approvals, prospecting, exploration mining rights,
    - b. Duration of the lease or concession, environmental issues, if any, legal instruments / approvals necessary for undertaking upstream extractive activities;
    - c. Geology, resources & reserves and the estimation methodologies employed; Description of the mineral resource i.e. estimated inferred /indicated, mining dilution factors, mining recovery factors etc;
    - d. Mining operations, conceptual mine plan, mining methods 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; infrastructure, ownership, loading and stockpile capacities at the port, network, ownership, existing agreements for rail/ road transportation /port , port allocation details;
  - g. Environmental and social impacts;
  - h. Financial assessment of the operations including capital and operating costs for all aspects of the operations;
  - i. Risk assessment/fatal flaw analysis identifying future expansion potential; and
  - j. Analysis of other substantive exploration data, groundwater data, geotechnical and rock characteristics and potential deleterious or contaminating substances;
- v) To interact with CIL's team / seller's team / as may be required from time to time for completion of the due diligence process to render overall strategy to CIL;
- vi) To prepare a report and provide inputs to the Financial Consultant/ other Consultants for preparation of the presentation to be made to CIL's Board on the final valuation of the project;
- vii) Any other task/ job required by CIL/ its Technical Consultant that may assist in arriving at the valuation of the deposit. Further, the above scope of work is indicative and not exhaustive.





## 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 an entity registered under any 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 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.
- 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.

ii)

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.
2	PAN Card	Similar document as applicable in respective country.
3	Certificate of Incorporation/ Registration certificate from Registrar of Companies, in case applicant is a company	Similar document as applicable in respective country.



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

### 5.3 Technical Eligibility Criteria:

- a. The applicant should have minimum 1 years' experience of conducting technical due diligence of the mineral assets or/and rendering technical services in the areas like prospecting, geological resource modeling, mine plan, preparation of project report etc. for minimum of one of the strategic mineral i.e. Lithium (Li)/ Cobalt (Co)/ Nickel (Ni)/ Germanium (Ge)/ Indium (In)/ Beryllium (Be)/ Niobium (Nb)/ Selenium (Se)/ Gallium (Ga)/ Tantalum (Ta)/ Tungsten (W)/ Bismuth(BI) or Tin (Sn).

Or

The applicant should have minimum 5 years' experience of conducting technical due diligence of the mineral assets or/and rendering technical services in the areas like prospecting, geological resource modeling, mine plan, preparation of project report etc. for minimum of one of these mineral i.e. Iron ore/ bauxite/ Zinc or Copper.

And;

- b. The applicant should have successfully completed at least one technical due diligence of overseas mineral asset related to any one of the mineral i.e. Lithium (Li)/ Cobalt (Co)/ Nickel (Ni)/ Germanium (Ge)/ Indium (In)/ Beryllium (Be)/ Niobium (Nb)/ Selenium (Se)/ Gallium (Ga)/ Tantalum (Ta)/ Tungsten (W)/ Bismuth(BI) or Tin (Sn) during last five years ending last day of the month previous to the one in which EOI(s) are invited

Or

The applicant should have successfully completed at least three technical due diligence of overseas mineral asset(s) related to any one of these mineral i.e. Iron ore/ bauxite/ Zinc or Copper during last five years ending last day of the month previous to the one in which EOI(s) are invited.

- c. 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.

- d. 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.
- e. Work experience of the Parent entity of the applicant/ bidder may be considered provided, parent entity has at least fifty-one (51) percent stake in the Bidder's entity.
- f. Work experience of the Subsidiary entity of the applicant/ bidder may also be considered provided applicant / Bidder's entity has at least fifty-one (51) percent stake in the Subsidiary entity.
- g. If the applicant/bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be considered. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be considered.
- h. If work order or completion certificate are not very explicit, separate certification from the client may be considered.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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

**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



## 6.0 Instructions to the Applicants

6.1 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.

### 6.2 Obtaining the Application Documents:

- a) 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>).
- b) This Application for Empanelment is not transferable.
- c) Applicants should download the complete Application/ tender document, and read carefully before filling the details and submitting the requisite documents.

### 6.3 Requirements for participation in e-tender

- a) 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.
- b) In order to submit the online Application on CIL's e-Tender portal, the Applicant should meet the following requirements:
  - i. Personal Computer connected with internet (for details, please visit the home page of CIL's e-Tender portal <https://coalindiatenders.nic.in>).
  - ii. 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.

### 6.4 Online enrolment / registration with CIL's e-Procurement portal

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.

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. 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.



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.

#### 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 schedule at any stage.

Event	Date / Time
Issuance of Application document by CIL	
Last Date and Time for downloading the Application document by the Applicants	
Last Date and Time for submission of queries / request for clarifications by the Applicants	
Last Date and Time for receipt of Applications by CIL	
Date and Time for opening of Applications by CIL	



**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 CIL of 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: Presence in India
- Annexure-11: Global Presence of the Consultant



## Annexure-1: Covering Letter

(On Applicant's letterhead)

Ref.:

Date:

Place:

To,

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.in](mailto:asheeshkumar.cil@coalindia.in)

Subject: Empanelment of engagement of technical consultant for due diligence of overseas mineral assets.

**Eoi Reference:**

**eTender ID:**

Dear Sir,

We hereby, submit our application for **"Empanelment of engagement of technical consultant for due diligence of overseas mineral assets"** in accordance to the Expression of Interest Document No. of Coal India Ltd. (CIL), hereinafter, referred to as EOI Document, enclosed with this application.

We hereby confirm the following:

The application for **"Empanelment of engagement of technical consultant for due diligence of overseas mineral assets"** is being submitted by\_\_\_\_(Name of the Applicant Entity) who is the Applicant in accordance with the conditions stipulated in the EOI Document.

We\_\_\_\_\_(Name of the Applicant Entity), 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 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	Presence in India	Yes/No
20.	Annexure-11	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 / Consortium Member	
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 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-3: Format for Undertaking

(To be submitted on Stamp paper of appropriate value)

### 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 engagement of technical consultant for due diligence of overseas mineral assets
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 \_\_\_\_\_.

(\* 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.
- 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)

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 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 / 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]*

(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.



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

## 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									
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 5.3** provided copy of supporting documents are submitted as mentioned in **clause 5.3**.



## Annexure-7: Financial information of the Applicant

(On Applicant's letterhead)

Financial information of the Applicant as per clause 5.4 of the EOI Document:

Financial Year	Net Worth	Whether documentary evidence have been furnished in this Application as per clause 5.4 (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 5.4** provided copy of supporting documents are submitted as mentioned in **clause 5.4**.

*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 Project, write-back of depreciation and amalgamation.*

*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*





## 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.



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 cartelization in the bidding process.

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

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure- 1 of this document.

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

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

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

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

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

(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 areasonable 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.

(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



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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.



## **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



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

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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)





## 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: Presence in India

(On Applicant's letterhead)

1. Present in India since: \_\_\_\_\_

Details of Offices in India: -

a. Complete Address of the Company \_\_\_\_\_

b. CIN \_\_\_\_\_

c. PAN \_\_\_\_\_

d. GST No \_\_\_\_\_

e. Fax No. \_\_\_\_\_

f. Contact Person \_\_\_\_\_

g. Phone No. \_\_\_\_\_

h. Email \_\_\_\_\_

2. Successful technical due diligence for mineral assets related transactions (in India) 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



## Annexure-11: 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 (outside India) 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