

**SELECTION
OF
TRANSACTION ADVISOR**

REQUEST FOR PROPOSALS

Nominated Authority

Ministry of Coal

Government of India

New Delhi

March 2019

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Important Notice:

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Nominated Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP.

This RFP is neither an agreement nor an offer by the Nominated Authority to the prospective Applicants or any other Person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Proposal pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the Nominated Authority. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all Persons, and it is not possible for the Nominated Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) has been collated from several sources some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Nominated Authority accepts no responsibility for the accuracy or otherwise for any statement contained in this RFP.

The Nominated Authority, its employees and advisors make no representation or warranty and shall have no liability to any Person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way from participation in this selection process.

The Nominated Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Nominated Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Nominated Authority is bound to select an Applicant or to appoint the Selected Applicant as the case may be, for the consultancy and the Nominated Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Nominated Authority or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1 Definitions and Interpretation

Unless the context otherwise requires, expressions not defined in this RFP, but defined in the Coal Mines (Special Provisions) Act, 2015 and Mines and Minerals (Development and Regulation) Act, 1957 or the Rules framed thereunder shall have the meaning assigned thereto in the Act or the Rules, as the case may be. The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- 1.1.1 **“Agreement”** shall mean agreement entered between Nominated Authority and the Transaction Advisor selected pursuant to this RFP;
- 1.1.2 **“Applicable Law”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India;
- 1.1.3 **“Applicant”** means a company, a registered partnership or a limited liability partnership submitting proposal pursuant to this RFP but excludes any individual, consortium or any other entity;
- 1.1.4 **“Conflict of Interest”** shall have the meaning set forth in clause 4.4 read with the provisions of RFP;
- 1.1.5 **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- 1.1.6 **“Government”** means the Government of India;
- 1.1.7 **“₹, INR, Re. or Rs.”** means Indian Rupees;
- 1.1.8 **“LOA”** means Letter of Award issued in accordance with clause 7.1;
- 1.1.9 **“Nominated Authority”** shall mean the Nominated Authority appointed under section 6 (1) of the Coal Mines (Special Provisions) Act, 2015 Act and the Rules thereunder;
- 1.1.10 **“Personnel”** means persons hired by the Transaction Advisor as employees or retainers and assigned to the performance of the Services or any part thereof;
- 1.1.11 **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- 1.1.12 **“RFP”** means the Request for Proposal document in response to which the Transaction Advisor’s proposal for providing Services shall be accepted;
- 1.1.13 **“Services”** means the work to be performed by the Transaction Advisor selected pursuant to this RFP, as described in the Scope of Work contained in clause 3 hereto; and

- 1.1.14 **“Third Party”** means any person or entity other than the Government, the Nominated Authority, or the Transaction Advisor.
- 1.1.15 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Coal Mines (Special Provisions) Act, 2015 and Mines and Minerals (Development and Regulation) Act, 1957 or the Rules framed thereunder.

2 Introduction

- 2.1.1 The Nominated Authority under the CMSP Act and the Central Government under the MMDR Act are considering allotment and auction of coal mines and coal blocks for which a Transaction Advisor would be selected by the Nominated Authority under the instant RFP.
- 2.1.2 Accordingly, this RFP is being issued by the Nominated Authority for selecting Transaction Advisor for assisting Nominated Authority in conduct of Tender process of coal mines under the CMSP Act and matters incidental thereto as well as for assisting the Central Government in conduct of Tender process of coal blocks under the MMDR Act and matters incidental thereto as indicated in Scope of Work at clause 3.

2.2 The Act and the Rules

- 2.2.1 Applicants are encouraged to familiarise themselves with the Acts, the Rules, the directions issued by central Government, previous Tender Documents, Coal Mine Production and Development Agreement, and other related documents. As of the date of this RFP, the said documents are available at <http://coal.nic.in> and <http://www.mstcecommerce.com/auctionhome/coalblock/index.jsp>

2.3 Request for Proposals

- 2.3.1 The Nominated Authority invites proposals from interested firms (the **“Proposals”**) for selection of Transaction Advisor who shall provide the services to the Nominated Authority as described in the Scope of Work in clause 3
- 2.3.2 **Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the Scope of Work and before submitting the Proposal by sending written queries only through email to the Nominated Authority, and attending a Pre-Proposal Conference on the date and time specified in clause 2.6

2.4 RFP Document & Validity

- 2.4.1 The RFP can be downloaded freely from Central Public Procurement (CPP) Portal (www.eprocure.gov.in). The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the **“PDD”**) as defined at clause 5.4.

2.5 Brief description of the Selection Process

- 2.5.1 The Nominated Authority has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising of:
- i) technical proposal; and**
- ii) financial Proposal.**
- 2.5.2 Technical Proposal shall carry 60% weightage and Financial Proposal shall carry 40% weightage in Final Evaluation.
- 2.5.3 The Applicants have to submit two separate envelopes- Envelope A containing technical proposal and Envelope- B containing financial proposal respectively.
- 2.5.4 After Proposal Due Date, in the first stage, only Envelopes- A of all the applicants containing their technical proposals will be opened and a technical evaluation will be carried out as specified in Clause 6.3.
- 2.5.5 Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 6.3.
- 2.5.6 In the second stage, Envelopes-B of only Technically Qualified Applicants shall be opened and financial evaluation will be carried out as specified in Clause 6.5.
- 2.5.7 Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 6.6. The first ranked Applicant (the “Selected Applicant”) shall be awarded the LOA.

2.6 Schedule of the Selection Process

- 2.6.1 The schedule of the Selection Process shall be as per the tentative timelines specified below:

S. No.	Event Description	Estimated Date & Time
1.	Registration and Issue of RFP at the website of Ministry of Coal / CPP Portal www.coal.nic.in/content/nominated-authority www.eprocure.gov.in	01.03.2019
2.	Last date for receiving queries/clarifications	08.03.2019
3.	Pre-proposal conference	12.03.2019
4.	Last date for responses to queries	15.03.2019
5.	Proposal Due Date (last date of submission of proposal)	22.03.2019
6.	Opening of Technical Proposal	25.03.2019
7.	Intimation to Technically Eligible Applicants	09.04.2019
8.	Opening of the Financial Proposal of the Technically Qualified Applicants.	10.04.2019
9.	Declaration of Successful Applicant	18.04.2019
10.	Letter of Award	25.04.2019

** Any change in the timeline will be communicated through an addendum and/or corrigendum to the RFP.*

2.7 Communications

- 2.7.1 All communications including the submission of Proposal should be addressed to:
The Nominated Authority
120, F Wing, Shastri Bhawan,
New Delhi – 110001
Email: nomauthority.moc@nic.in
- 2.7.2 The Official Website is: www.coal.nic.in
- 2.7.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters 'RFP FOR SELECTION OF TRANSACTION ADVISOR'

3 Scope of Work

- 3.1.1 The Transaction Advisor will assist the Nominated Authority in allotment and auctioning of coal mines in the timeframe as may be prescribed, as further detailed below:

Part I:-

- i) Undertaking sector-specific industry analysis including demand-supply scenario, pricing scenario etc.
- ii) Formulation of draft auction/ allotment process including timeline, bid parameter, key terms & conditions etc.
- iii) Assisting the Nominated Authority in conducting stakeholders' conference and providing feedback on comments received from the stakeholders.
- iv) Finalization of auction/ allotment process after due consultation with stakeholders
- v) To assist the Nominated Authority in finalising the reserve price/floor price based on the methodology/formulae provided by CMPDIL/MoC for this purpose.
- vi) To assist the Nominated Authority in selection of consultants/experts in technical, financial, legal, valuation and other matters as may be necessary in discharge of functions by the Nominated Authority.
- vii) To co-ordinate with the technical consultants / experts for the purpose of verification of the technical details of the coal blocks on the basis of information available in Geological Report (GR), Mine Plan, Mining Lease Deeds and any other similar document/information available in respect of the block.
- viii) Drafting and publication of NIT/NIA and tender/ allotment document in line with the finalized auction/ allotment process.
- ix) Drafting and publication of CMDPA/ Allotment Agreement in line with the finalised auction/ allotment process.

Part II

- x) Assist the Nominated Authority in conducting pre-bid meeting.
- xi) Assist the Nominated Authority in compilation of responses to the queries raised by the bidders/ applicants.
- xii) Issuance of corrigendum/ addendum to the Tender/ Allotment Document, if any.

- xiii) To assist the Nominated Authority/ Technical Evaluation Committee in evaluation of techno-commercial bids, short list qualified bidders and to also arrange presentation of techno-commercial comparative statements and their appraisal to the Nominated Authority.
- xiv) To assist the Nominated Authority in supervising the Electronic-auction/allotment process and identifying the preferred bidder.

Part III

- xv) Assist the Nominated Authority in execution of the CMDPA/ Allotment Agreement.
- xvi) Assist the Nominated Authority for issuance of Vesting/ Allotment Order.
- xvii) Assist the Nominated Authority in execution of Amendment Agreements, if any and issuance of corrigendum to the Vesting/ Allotment Order, if any

- 3.1.2 The Transaction Advisor shall assist the Nominated Authority in any other activity relating to above Scope of Work including capacity building in the Office of Nominated Authority.

4 Instructions to Applicants

4.1 General

- 4.1.1 Notwithstanding anything to the contrary contained in this RFP, in the event of a conflict, the relevant provisions of the Agreement shall have overriding effect.
- 4.1.2 Applicants are required to submit INR 2,00,000 as Earnest Money Deposit (EMD) in the form of Demand Draft of any nationalized scheduled bank payable at Delhi and drawn in favour of Pay & Accounts officer, Ministry of Coal. EMD is to be submitted along with the Technical Proposal. Save and except as provided in this RFP, the EMD of unsuccessful Applicants will be returned by the Nominated Authority, without any interest, as promptly as possible on issuance of Letter of Award to the Successful Applicant or when the selection process is cancelled by the Nominated Authority.
- 4.1.3 The Successful Applicant's EMD will be returned, without any interest, upon issuance of Letter of Award and furnishing of the Performance Security in accordance with the provisions thereof.
- 4.1.4 The EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Nominated Authority under the RFP and/ or under the Agreement, or otherwise, under, *inter alia*, the following conditions:
 - a) If an Applicant engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in the Agreement;
 - b) If an Applicant withdraws its Proposal during the period of Proposal Validity as specified in this RFP or as extended by mutual consent of the Applicant(s) and the Nominated Authority;

c) In the case of Successful Applicant, if it fails within the specified time limit to furnish the Performance Security within the period prescribed in the letter of Award.

4.1.5 Detailed description of the objectives, scope of services, Deliverables and other requirements are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities, it may participate in the Selection Process in response to this invitation. The term applicant (the “Applicant”) means a company, a partnership or a limited liability partnership submitting proposal pursuant to this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Proposal and all communications in relation to or concerning the RFP and the Proposal are required to be in the English language.

4.1.6 The documents including this RFP and all attached documents, provided by the Nominated Authority are and shall remain or become the properties of the Nominated Authority and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Applicants are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this clause 4.1.6 shall also apply *mutatis mutandis* to Proposal and all other documents submitted by the Applicants in relation to the Proposal, and the Nominated Authority will not return to the Applicants any Proposal, document or any information provided along therewith.

4.1.7 Any award of Agreement pursuant to this RFP shall be subject to the terms hereof and any documents issued pursuant to the Act, the Rules, this RFP or any other document referred herein.

4.1.8 Applicants shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Annexure-I and the Financial Proposal shall be submitted in the form at Annexure-II. Upon selection, the Applicant shall be required to enter into an Agreement with the Nominated Authority.

4.2 Key Personnel

4.2.1 The Transaction Advisor’s team shall have a dedicated team for the works mentioned in the Scope of Work clause 3 which shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Educational Qualification	Minimum Length of Professional Experience	Professional Experience	Responsibilities
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Team leader	MBA or equivalent	15 years	He should have successfully delivered at least two Eligible Assignments with at least one transaction advisory engagement.	Will lead, co-ordinate and supervise the Team for delivering the Services in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of the Nominated Authority.
Mining expert	BE/ME (Mining) or equivalent	10 years	He must have experience in estimation of mineral resources, valuation, mine planning in at least two Eligible Assignment	Will provide the sectoral perspective related to estimation of mineral resources, valuation, mine planning
Associate Consultants (02)	MBA or equivalent	5 years	Experience in auction / allotment / bidding process in Coal or Mineral or oil and natural Gas sector or other natural resources	Will assist the team leader as may be necessary
Associate Consultant (01) (Environment)	Post graduate degree in environment studies or equivalent	5 years	Experience in environmental issues related to coal mining or other mineral mining	Will assist the team leader as may be necessary

4.2.2 No Key Personnel shall be substituted without prior approval of the Nominated Authority.

4.3 Conditions of Eligibility of Applicants

4.3.1 The Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

4.3.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(a) The applicant shall have undertaken minimum 3 (three) Eligible Assignments as specified in clause 6.4.

(b) The applicant should have, average turnover of INR 10 crore/ year in last 3 financial year preceding the PDD.

4.3.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its turnover from Consultancy/professional fee last 3 financial year preceding the PDD. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

4.3.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

4.3.5 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate. The applicant shall mention the Nominated Authority regarding any ongoing disputes pending before any authority relating to non-performance or breach of any agreement or expulsion from any project any project of the applicant or its associates in the letter comprising the Technical Proposal as per Annexure I.

4.3.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

4.4 Conflict of Interest

4.4.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nominated Authority shall forfeit and

appropriate the Performance Security, without prejudice to any other right or remedy that may be available to the Nominated Authority hereunder or otherwise.

4.4.2 The Nominated Authority requires that the Transaction Advisor provides professional, objective, and impartial advice and at all times hold the Nominated Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Transaction Advisor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nominated Authority.

4.4.3 The Transaction Advisor will immediately after Letter of Award send a notice to the Nominated Authority/ Central Government declaring the name of its present client(s) to which it is advising or granting consultancy in respect of allocation of coal blocks/mines. The Transaction Advisor shall terminate the Advisory/ Consultancy contract with such client(s) within seven (07) days from the letter of Award. Further Transaction Advisor shall not enter into any consultancy or advising assignment/ contract with a client in respect of Allocation of coal mines/ blocks.

4.5 Number of Proposals

4.5.1 No Applicant or its Associate shall submit more than one Application. An Applicant applying individually shall not be entitled to submit another application either individually or as an associate, as the case may be.

4.6 Cost of Submitting Proposal

4.6.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Nominated Authority etc. The Nominated Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

4.7 Acknowledgement by Applicant

4.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (i) made a complete and careful examination of the RFP;
- (ii) received all relevant information requested from the Nominated Authority;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Nominated Authority.
- (iv) satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

- (v) acknowledged that it does not have a Conflict of Interest; and
- (vi) agreed to be bound by the undertaking provided by it under and in terms hereof.

4.7.2 **Right to reject any or all Proposals**

4.7.3 Notwithstanding anything contained in this RFP, the Nominated Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

4.7.4 Without prejudice to the generality of Clause 4.7.3, the Nominated Authority reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or discovered, or
- (ii) the Applicant does not provide, within the time specified by the Nominated Authority, the supplemental information sought by the Nominated Authority for evaluation of the Proposal.

4.7.5 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Nominated Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Nominated Authority, including annulment of the Selection Process.

4.8 **Contents of the RFP**

4.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 4.10:

4.9 **Queries and Clarifications**

4.9.1 Any queries or request for additional information concerning this RFP may be sent only by e-mail to the Nominated Authority at nomauthority.moc@nic.in in the format specified in **Annexure V** (*Format for seeking clarifications regarding the RFP*). The email should clearly bear the following subject line: *"Queries/Request for Additional Information: RFP for selection of Transaction Advisor"*.

4.9.2 Each query should contain complete details of facts, information and Applicable Law germane to the query and also the particulars of the person posing the query. The Nominated Authority reserves the right to not answer any query, including any query which is incomplete or anonymous.

4.9.3 The queries should be emailed in .doc, .docx, .xls, .xlsx format, on or before 1600 hours on the date specified in Clause 2.6 for receiving queries.

4.9.4 The Nominated Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 4.9 shall be taken or read as

compelling or requiring the Nominated Authority to respond to any question or to provide any clarification. The Nominated Authority may publish the queries and its responses thereto on the website of Ministry of Coal, without identifying the source of queries.

4.9.5 The Nominated Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Nominated Authority shall be deemed to be part of the RFP. Provided however that, any non-written clarifications and information provided by the Nominated Authority, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on the Nominated Authority.

4.9.6 The Nominated Authority shall not entertain any query or clarification from Applicants who fail to meet the Eligibility Conditions.

4.9.7 Save and except as provided in this RFP, the Nominated Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any proposal.

4.10 Amendment of RFP

4.10.1 At any time prior to the deadline for submission of Proposal, the Nominated Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Website of Ministry of Coal and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

4.10.2 The amendments will also be posted on the Website of Ministry of Coal along with the revised RFP containing the amendments and will be binding on all Applicants.

4.10.3 The Authority may, in its sole discretion, extend the PDD.

5 Preparation and Submission of Proposal

5.1 Format and signing of Proposal

5.1.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

5.1.2 The Applicant shall register and upload all the required documents

5.2 Technical Proposal

5.2.1 Applicants shall submit the technical proposal in the formats at Annexure -I (the “**Technical Proposal**”).

5.2.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- i) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

- ii) Power of attorney, if applicable, is executed as per Applicable Laws;
- iii) CVs of all Key Personnel have been included
- iv) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at clause 4.3 of the RFP;
- v) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- vi) the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- vii) Key Personnel proposed have good working knowledge of English language
- viii) Key Personnel would be available for the period indicated in the TOR;

5.2.3 Failure to comply with the requirements spelt out in this clause 5.2 shall make the Proposal liable to be rejected.

5.2.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, the Applicant shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

5.2.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

5.2.6 The proposed team shall include experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Transaction Advisor should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in clause 4.3 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Annexure -I.

5.2.7 The Nominated Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

5.2.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant

shall be disqualified forthwith if not yet appointed as the Transaction Advisor either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Nominated Authority without the Nominated Authority being liable in any manner whatsoever to the Selected Applicant or Transaction Advisor, as the case may be. In such an event, the Nominated Authority shall forfeit and appropriate the Performance Security, without prejudice to any other right or remedy that may be available to the Nominated Authority.

5.3 Financial Proposal

5.3.1 Applicants shall submit the financial proposal in the formats at Annexure -II (the “**Financial Proposal**”) clearly indicating the total cost of the Services in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. The applicant shall quote for auction activity on per block basis. In the event of any difference between figures and words, the amount indicated in words shall prevail.

5.3.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the Services shall be included in the Financial Proposal. The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-eligible and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses relating to the Scope of Work. For the avoidance of doubt, it is clarified that Financial Proposal shall be excluding GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c) Costs shall be expressed in INR.

5.4 Proposal Due Date and Extension

5.4.1 Technical proposals should be submitted/ uploaded before Proposal Due Date.

5.4.2 The Nominated Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum and/or Corrigendum in accordance with clause 4.10 uniformly accessible for all Applicants.

5.5 Late Proposals

5.5.1 Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

5.6 Modification/ substitution/ withdrawal of Proposals

- 5.6.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Nominated Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 5.6.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Nominated Authority, shall be disregarded.

5.7 Performance Security

- 5.7.1 An amount equal to 10% (ten per cent) of 50 times of the financial proposal of the selected Transaction Adviser shall be the Performance Security, which may be forfeited and appropriated by the Nominated Authority in accordance with the provisions of the Agreement.

6 Evaluation Process

6.1 Evaluation of Proposals

- 6.1.1 The Authority shall open the Proposals at 1600 hours on the PDD, at the place specified and in the presence of the Applicants who choose to attend. The "Technical Proposal" shall be opened first. The "Financial Proposal" shall be opened at a later date.
- 6.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with clause 5.6 shall not be opened.
- 6.1.3 Prior to evaluation of Proposals, the Nominated Authority will determine whether each Proposal is *prima-facie* eligible to the requirements of the RFP. A Proposal shall be considered *prima-facie* eligible only if:
- (i) the Applicant meets the Eligibility Conditions as specified in 4.3.2;
 - (ii) the Technical Proposal is received in the form specified at Annexure -I;
 - (iii) it is received by the PDD including any extension thereof pursuant to clause 5.4;
 - (iv) it is accompanied by the Power of Attorney in the format as specified in Annexure III;
 - (v) it contains complete information as requested in the RFP;
 - (vi) it contains complete information without any condition and/or qualification.

- 6.1.4 The Authority reserves the right to reject any Proposal which is not eligible and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 6.1.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at clause 2.5 and the criteria set out in clause 6 of this RFP.
- 6.1.6 After the technical evaluation, the Authority shall prepare a list of technically qualified Applicants in terms of clause 6.3 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of technically qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of clauses 6.5 and 6.6.
- 6.1.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 6.1.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

6.2 Clarifications

- 6.2.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 6.2.2 If an Applicant does not provide clarifications sought under clause 6.2 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

6.3 Evaluation of Technical Proposals

- 6.3.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel by an Evaluation Committee constituted by the Nominated Authority.

6.3.2 The scoring criteria to be used for evaluation shall be as follows.

Sl. no	Criteria	Maximum Marks	Basis for evaluation
01	Experience of Applicant in carrying out successful auctions	55	<p>(i) Evaluation of the experience of the applicant shall be made on the basis of the total number of blocks successfully auctioned in Coal sector or Mineral or Oil & Natural Gas sector.</p> <p>(ii) <u>Applicant with experience of 7 or more blocks successfully auctioned would be granted 55 marks, Applicant with experience of 5 to 6 blocks successfully auctioned would be granted 50 marks and Applicant with experience of 3 to 4 blocks successfully auctioned would be granted 40 marks</u></p>
02	Presentation before the evaluation committee	15	<p>Presentation shall be made by the applicant to demonstrate (i) its understanding of the Coal Sector – maximum 5 marks,</p> <p>(ii) its understanding of the scope of work - maximum 5 marks, (iii) the tools and methodologies it can offer for carrying out successful auctions and for rendering advisory services - maximum 5 marks</p>
03	Evaluation of the Team before the evaluation committee	30	<p>(i) All Key personnel shall be present for interaction along with their curriculum vitae.</p> <p>(ii) the break up of maximum 30 marks that may be awarded is as follows:</p> <p>(a) Team Leader- 10 Marks,</p> <p>(b)- Mining Expert and Associate consultants - 5 Marks each</p>

6.3.3 The Financial Proposal of only those Applicants shall be opened who have obtained minimum 60 marks out of maximum 100 marks in Technical Evaluation State.

6.4 Eligible Assignments

6.4.1 For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, successfully completed advisory/ consultancy assignments in respect of preparation of transaction / bid documents and conducting auction or allotment granted by any Government Authority in terms of number of blocks of mineral resources shall be considered Eligible Assignments (the “**Eligible Assignments**”):

6.4.2 For the above purpose, the assignments undertaken and completed only in the coal, major mineral and oil and natural gas sectors shall be considered and shall be treated equally.

6.4.3 For the above purpose, ‘Government Authority’ shall mean Central Government or any State Government, regulatory commissions, statutory authorities or public sector entities.

6.5 Evaluation of Financial Proposal

6.5.1 In the second stage, the financial evaluation will be carried out as per this clause. Each Financial Proposal will be assigned a financial score (F_s) as specified in clause 6.5.3.

6.5.2 The Nominated Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Transaction Advisor to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Transaction Advisor.

6.5.3 The applicant shall quote for auction activity on per block basis ---- Q . Note that the fee for Allotment mine will be one-fourth of the fee of the Auction mine. The Lowest Financial Proposal (L_1) will be given a financial score (F_s) of 100 points.

6.5.4 The financial scores of proposals other than Lowest Financial Proposal (L_1) will be computed as follows:

$$FS_A = 100 \times FP_{L_1} / FP_A$$

(FS_A = Financial Score of Applicants ‘A’,

FP_A = Financial Proposal of Applicant ‘A’,

FP_{L_1} = Financial Proposal of Applicant giving Lowest Financial Proposal)

6.6 Final Evaluation

6.6.1 Proposals will finally be ranked according to their combined technical score (T_s) and financial score (F_s) as follows:

$$S = (T_s \times Tw) + (F_s \times Fw)$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.6 and 0.4, respectively.

6.6.2 The Selected Applicant shall be the Applicant having the highest combined score.

7 Appointment of Transaction Advisor

7.1 Letter of Award

7.1.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within seven (07) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA.

7.2 Period of Service

7.2.1 Period of Service rendered by the Transaction Advisor shall be for two (02) years which may be extended further by one (01) year on the same terms and conditions.

7.3 Execution of Agreement

7.3.1 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement providing the terms and conditions of engagement of the Transaction Advisor in the format as may be specified by Nominated Authority within the period prescribed in clause 2.6. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. The terms and conditions of the Agreement shall be binding on the Transaction Advisor.

7.4 Commencement of Services

7.4.1 The Transaction Advisor shall commence the Services within seven days of the date of the Agreement, or such other date as may be specified by the Nominated Authority. If the Transaction Advisor fails to either sign the Agreement as specified in clause 7.3 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

7.5 Fee for providing Services to the Transaction Advisor

7.5.1 The Transaction Advisor shall be entitled to the following fees for providing its services to the Nominated Authority/ Ministry of Coal:

- (i) The fee for auction of coal mine/ block will be equivalent to the quote made by the Transaction Advisor in its proposal for auction activity on per mine/ block basis.
- (ii) The fee for allotment of mine/ block will be 1/4th of the fee for the auction of coal mine on per mine/ block basis.

- 7.5.2 The Goods and Services Tax as applicable from time to time shall be payable by the Nominated Authority/ Central Government on the total fee. Remaining all other taxes shall have to be borne by the Transaction Advisor.
- 7.5.3 TDS as applicable from time to time shall be deducted on gross amount of the fee as per rules.
- 7.5.4 The fee of selected Transaction Advisor shall be released after the expiry of the relevant month. The fee shall be released as following schedule:
- (i) After completion of activities mentioned in Part I of the Scope of Work [clause 3.1.1]: 40% of the total fee
 - (ii) After completion of activities mentioned in Part II of the Scope of Work [clause 3.1.1]: 30% of the total fee
 - (iii) After completion of activities mentioned in Part III of the Scope of Work [clause 3.1.1]: 30% of the total fee

7.6 Proprietary data

- 7.6.1 Subject to the provisions of clause 6.1, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Transaction Advisor, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Transaction Advisor to the Authority in relation to the Consultancy shall be the property of the Authority.

[Remaining part of this page intentionally left blank, Annexures follow.]

8 Annexures

8.1 Annexure I - Technical Proposal

[To be submitted on Company/ Partnership Letterhead of the Applicant]

Date:

To,

The Nominated Authority
120, F Wing, Shastri Bhawan,
New Delhi - 110001

Sub: Technical proposal for Appointment of Transaction Advisor for Nominated Authority and Ministry of Coal

Dear Sir,

With reference to your RFP dated [insert date], I, having examined the RFP and understood their contents, hereby submit my Technical Proposal for the **Appointment of Transaction Advisor for Nominated Authority and Ministry of Coal**. The Proposal is unconditional and unqualified.

1. I have reviewed the terms of the RFP and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof. Capitalised expressions used in this letter have the same meaning as ascribed thereto in the RFP.
2. I acknowledge that the Nominated Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction Advisor, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as Transaction Advisor for the **Nominated Authority and Ministry of Coal**.
4. I shall make available to the Nominated Authority any additional information it may find necessary or require to supplement or to authenticate the Proposal.
5. I acknowledge the right of the Nominated Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
6. I declare that:
 - a) I have examined and understood the Act and the Rules;
 - b) I have examined and have no reservations to the RFP, including any addendum and/or corrigendum issued by the Nominated Authority;
 - c) I have not directly or indirectly or through an agent engaged or indulged in any

Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Nominated Authority or any other public sector enterprise or any government, central or state; and

- d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice;
 - e) I inform that following disputes pending before following authority relating to non-performance or breach of any agreement or expulsion from any project of the applicant or its associates:
 - i. [Insert separate clauses for description of each pending dispute]
 - f) I hereby confirm that we satisfy all the Eligibility Conditions prescribed in the RFP. Specific confirmations with respect to our compliance with the Eligibility Conditions are provided below:
 - i. [Insert separate clauses for compliance with each of the Eligibility Conditions listed in clause 4.3 of the RFP and attach relevant documents to evidence such compliance, including certificates as required from secured creditors and/or statutory auditors].
7. I understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Transaction Advisor, without incurring any liability to the Applicants, in accordance with the RFP.
 8. I unconditionally represent that we meet all the Eligibility Conditions as specified in the RFP.
 9. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nominated Authority in connection with the selection of the Transaction Advisor, or in connection with the selection process itself, in respect of the terms and implementation thereof.
 10. In the event of my being declared as the Transaction Advisor, I agree to enter into an Agreement in accordance with the RFP and pay such amounts and provide such security as required therein.
 11. I have ensured compliance with clause 4.3 of the RFP and to the best of my knowledge this Proposal is eligible in terms thereof.
 12. I agree and understand that the Proposal is subject to the provisions of the RFP. In no case, I shall have any claim or right of whatsoever nature if the Coal Mine is not awarded to me or my Proposal is not opened or rejected.
 13. I am **enclosing herewith Particulars of the Applicant** as per Form 1, CVs of all Key Personnel, abstract of Eligible Assignments and experience.
 14. I would ensure that all documents required to be submitted electronically on the electronic selection of Transaction Advisor platform and the following documents required to be submitted physically with the Nominated Authority are duly submitted: (a) power of attorney in substantially the same format as specified in Annexure III of the RFP; and (b)

affidavit in substantially the same format as specified in Annexure IV of the RFP

15. I shall keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP or such extended duration as may be agreed with the Nominated Authority

16. I hereby acknowledge that if I submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the law for the time being in force.

In witness thereof, I submit this Technical Proposal under and in accordance with the terms of the RFP.

Enclosed: as above.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of Applicant

Date:

Place:

8.1.1 Enclosure of Annexure I Particulars of the Applicant

Sl.No	Contents
1.	Name of the Applicant
2.	Legal status (e.g. sole proprietorship or partnership):
3.	Country of incorporation:
4.	Registered address:
5.	Year of Incorporation:
6.	Year of commencement of business:
7.	Principal place of business:
8.	Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company/Partnership/LLP: Address: Phone No.: E-mail address:
9.	For the Applicant, state the following information: (i) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No (ii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iii) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (iv) Has the Applicant or any of its Associates, suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (i) to (iv) is yes, the Applicant is not eligible for this assignment.
10.	(Signature, name and designation of the authorised signatory) For and on behalf of

8.2 Annexure II Format for Submitting Financial proposal

Date:

To,

The Nominated Authority
120, F Wing, Shastri Bhawan,
New Delhi - 110001

Sub: Appointment of Transaction Advisor for Nominated Authority and Ministry of Coal

Ref: RFP dated [insert Date] ("RFP")

Dear Sir,

I (Applicant's name) provide below the Financial Proposal for selection of my/our firm as Transaction Advisor for above mentioned project:

Quote for auction activity (in INR) on per block basis ---- Q .

I agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Sincerely,

.....

Signature of Authorised Signatory:

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

8.3 Annexure III – Power of Attorney for Signing the Proposal

[To be stamped in accordance with the relevant Stamp Act]

Power of Attorney for signing of Proposal

Know all men by these presents, We, (name and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor in response to the RFP dated [insert date] issued by Nominated Authority, Ministry of Coal (the “**Nominated Authority**”) including but not limited to signing and submission of all applications, affidavits, Proposals and other documents and writings, participate in Applicants’ and other conferences and providing information / responses to the Nominated Authority, representing us in all matters before the Nominated Authority, and generally dealing with the Nominated Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Nominated Authority.

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

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

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted Notarised

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

Notes:

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution authorizing the execution of this power of attorney.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and appropriately notarised in the relevant jurisdiction. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

8.4 Annexure IV – Format of Affidavit

(To be stamped in accordance with the relevant Stamp act and duly sworn before Notary public)

Affidavit

I, _____ aged _____ years, resident of _____ working as _____ an authorised signatory on behalf of _____ (name of Applicant) (the “Applicant”) hereby state as under:

1. I say that I am the [Insert designation of the deponent] of the Applicant. I am conversant with the facts and circumstances surrounding the subject of this Affidavit and have been authorized to depose to the same pursuant to the power of attorney dated _____. I am filing this Affidavit to place on record verification of facts and documents in connection with the selection process concerning appoint of Transaction Advisor.
2. [Insert separate paragraphs for each document brought on record on the website of MoC or physically submitted with the Nominated Authority, in a chronological sequence].
3. That nothing has been concealed in the information submitted as mentioned above.

Solemnly affirmed and verified on this _____ day of (month) 20____ (year) at _____ (place).

(Signature)

Name, Designation & Seal

VERIFICATION

I, [●], the [Insert designation of the deponent] of the Applicant above named, having my office at [●], do hereby solemnly declare that what is stated above in paragraphs [●] to [●] are on the basis of the books and records of the Applicants, and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at _____ day of (month) 20____ (year) at _____ (place).

Deponent

(Signature)

Name, Designation & Seal

8.5 Annexure V – Format for seeking clarifications regarding the RFP

(Applicable only for submission of queries up to the last date of submission of queries as per clause 2.6)

S. No	Document	clause No. and Existing Provision	Clarification Required	Suggested Text for Amendment, if any	Rationale for Clarification or Amendment