



कोयला मंत्रालय  
**Ministry of Coal**

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**MINISTRY OF COAL  
GOVERNMENT OF INDIA**

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**REQUEST FOR PROPOSAL (RFP)  
SEEKING  
FINANCIAL SUPPORT FOR SETTING UP  
COAL/LIGNITE GASIFICATION PROJECTS  
FOR GOVERNMENT PSUs**

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**15 May 2024  
Ministry of Coal,  
Government of India  
622-A, Shastri Bhawan, New Delhi 110001**

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## DISCLAIMER

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- i. *The information contained in this Request for Proposal document ("RFP") or subsequently provided to the Bidder(s), whether verbally or in documentary or any other form by or on behalf of Ministry of Coal, Government of India (the "Authority") or any of its employees or advisers, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.*
- ii. *This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.*
- iii. *Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of Applicable Laws. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of Applicable Laws. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the Applicable Laws expressed herein.*
- iv. *The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any Applicable Laws 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, reliability or completeness 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 in this Selection Process.*
- v. *Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of Applicable Laws. The information given is not intended to be an exhaustive account of statutory and regulatory requirements and should not be regarded as a complete, conclusive, or authoritative statement of Applicable Laws or extant regulations.*
- vi. *Neither of the Authority (or any other instrumentalities thereof), or any of their respective affiliates, subsidiaries, advisors, directors, officers, employees, or agents*

*make any representations and/or warranty in respect of the information contained in this RFP. Accordingly, neither the Authority (or any other instrumentalities thereof), or any of their respective directors, officers, agents, employees or advisers take any responsibility for, or will accept any liability whether direct or indirect, express or implied, contractual, tortuous, statutory or otherwise (including without limitation, negligence), in respect of, the accuracy, completeness, authenticity, correctness and fairness of the information or for any opinion contained in this RFP or for any errors or omissions or for any loss/damage be it tangible or intangible, howsoever arising, from the use of this RFP. The opinions, if any, in this RFP have been expressed in good faith and are based on publicly available records/ information.*

- vii. Each Bidder must conduct its own analysis of the information contained in this RFP and is advised to carry out its own investigation in relation to the Project, the legislative and regulatory regime which applies to the development of the Project and any and all matters pertinent to the development of the Project and to seek its own professional advice on the legal, financial, accounting, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project. The information contained herein may be subject to material updation, revision and further amendments; however, the Authority does not undertake to update this RFP to reflect events subsequent to the date of this RFP and, hence, the Bidders are encouraged to carry out their independent assessment. This RFP is not intended to form the basis for any investment decision.*
- viii. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.*
- ix. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder/Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.*
- x. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.*
- xi. Neither the Authority (or any other instrumentalities thereof), or any of their respective affiliates, subsidiaries, advisors, directors, officers, employees, or agents shall be liable for any delays, non-delivery, data corruption, viruses, worms, trojan horses and other malicious codes, hacking, interception, unauthorized amendment or other tampering or other such risks or events arising to any Bidder due to faults in any software/hardware system or otherwise used in connection with this RFP or matters related thereto.*

- xii. *The issuance of this RFP, Selection Process, and subsequent engagement with the Bidders and the Selected Bidder constitute commercial acts done by the Government of India (GoI) and performed for commercial purposes and do not constitute sovereign acts.*
- xiii. *Each Bidder contemplating participating in the bidding process shall make, and shall be deemed to have made, its own independent investigation and assessment of the financial conditions and affairs and its own appraisal of the Project and its own independent assessment of the terms and conditions in relation thereto. The Authority (or any other instrumentalities thereof) reserves the right to change the procedures and terms and conditions relating to the RFP, Selection Process, or the Project.*
- xiv. *This RFP is the property of the Authority (or any other instrumentalities thereof) and issued on a strictly private and confidential basis and must not be circulated or reproduced or redistributed to any other person in whole or in part.*

## DEFINITIONS

1. **“Affiliate”** with respect to a Bidder shall mean a person who, directly or indirectly: (1) Controls such Bidder; (2) is Controlled by such Bidder; (3) is Controlled by the same person, who directly or indirectly, controls such Bidder; or (4) is an Associate Company of such Bidder.
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. It is hereby clarified that Applicable Law includes the consolidated Foreign Direct Investment Policy 2017 issued by the Department of Industrial Policy and Promotion, as amended from time to time including as amended by Press Note 3 of 2020 issued by the Department for Promotion of Industry and Internal Trade.
3. **“Associate Company”** shall have the meaning ascribed thereto in clause (6) of section 2 of the Companies Act, 2013.
4. **“Attorney”** shall have the meaning ascribed thereto in ANNEXURE-II of this RFP.
5. **“Authority”** shall have the meaning as ascribed thereto under the Disclaimer hereinabove.
6. **“Authorised Signatory”** shall mean the individual representing a Bidder who has been duly authorised on behalf of such Bidder to execute and submit the Bid in accordance with the terms hereof.
7. **“Bids”** shall have the meaning as ascribed thereto under Clause 1.2.6 of this RFP.
8. **“Bidders”** shall have the meaning as ascribed thereto under Clause 1.2.5 of this RFP.
9. **“Bidding Documents”** shall have the meaning as ascribed thereto under Clause 1.2.3 of this RFP.
10. **“Bid Validity Period”** shall have the meaning as ascribed thereto under Clause 1.2.6 of this RFP.
11. **“Capex”** shall have the meaning as ascribed thereto under Clause 1.1.1 (d) of this RFP.
12. **“Coercive Practice”** shall have the meaning as ascribed thereto under Clause 5.3 (c) of this RFP.
13. **“Company”** shall have the meaning ascribed thereto in clause (20) of section 2 of the Companies Act, 2013.
14. **“Control”** shall have the meaning as ascribed thereto under the Companies Act, 2013.

15. **“Conflict of Interest”** shall have the meaning as ascribed thereto under Clause 5.3 of this RFP.
16. **“Consortium”** shall have the meaning as ascribed thereto under Clause 2.2.1 (a) of this RFP.
17. **“Corrupt Practice”** shall have the meaning as ascribed thereto under Clause 5.3 (a) of this RFP.
18. **“Developer”** shall have the meaning as ascribed thereto under Clause 1.2.2 of this RFP.
19. **“Dispute”** shall have the meaning as ascribed thereto under Clause 6.3.2.1.
20. **“DPR”** shall have the meaning as ascribed thereto under Clause 1.1.6 of this RFP.
21. **“Eligibility Parameters”** shall have the meaning as ascribed thereto under Clause 2.2.1 of this RFP.
22. **“E-Portal”** shall have the meaning as ascribed thereto under Clause 3.2.1 of this RFP.
23. **“Financial Bid”** shall have the meaning as ascribed thereto under Clause 1.2.5 of this RFP.
24. **“Financial Incentive”** shall have the meaning as ascribed thereto under Clause 1.1.2 of this RFP.
25. **“Fraudulent Practice”** shall have the meaning as ascribed thereto under Clause 5.3 (b) of this RFP.
26. **“Grave Offence”** shall have the meaning as ascribed thereto under ANNEXURE-VI of this RFP.
27. **“Joint Bidding Agreement”** shall have the meaning as ascribed thereto under Clause 2.2.4 (f) of this RFP.
28. **“Lead Member”** shall have the meaning as ascribed thereto under Clause 2.2.4 (c) of this RFP.
29. **“LOA”** shall have the meaning as ascribed thereto under Clause 4.6.6 of this RFP.
30. **“Lock-in Period”** shall have the meaning as ascribed thereto under Clause 2.3.1.1 of this RFP.
31. **“Official Website”** shall have the meaning as ascribed thereto under Clause 1.2.9 of this RFP.
32. **“Performance Security”** shall have the meaning as ascribed thereto under Clause 1.2.10 of this RFP.



33. **“PFR”** shall have the meaning as ascribed thereto under Clause 1.1.6 of this RFP.
34. **“Principals”** shall have the meaning as ascribed thereto under ANNEXURE-III of this RFP.
35. **“Project Agreement”** shall have the meaning as ascribed thereto under Clause 1.1.1 (f) of this RFP.
36. **“Project”** shall have the meaning as ascribed thereto under Clause 1.2.1 of this RFP.
37. **“Restrictive Practice”** shall have the meaning as ascribed thereto under Clause 5.3 (e) of this RFP.
38. **“RFP”** shall mean this request for proposal including its Annexures, any addendum to this RFP document and any other document issued pursuant hereto.
39. **“Scheme”** shall have the meaning as ascribed thereto under Clause 1.1.1 of this RFP.
40. **“Selectee”** shall have the meaning as ascribed thereto under Clause 2.3.1.1 of this RFP.
41. **“Selected Bidder”** shall have the meaning as ascribed thereto under Clause 4.6.3 of this RFP.
42. **“Selection Process”** shall have the meaning as ascribed thereto under Clause 1.2.5 of this RFP.
43. **“SPV”** shall have the meaning as ascribed thereto under Clause 2.2.4 of this RFP.
44. **“Substitution Notice”** shall have the meaning as ascribed thereto under ANNEXURE-IX of this RFP.
45. **“Technical Bid”** shall have the meaning as ascribed thereto under Clause 1.2.5 of this RFP.
46. **“Qualification Criteria”** shall have the meaning as ascribed thereto under Clause 2.2.2 of this RFP.
47. **“Tie Bidders”** shall have the meaning as ascribed thereto under Clause 4.6.4 of this RFP.
48. **“Ultimate Beneficial Ownership”/ “Ultimate Beneficial Owner”/ “UBO”** means the natural person or persons who are the ultimate beneficial owners of the shares and who ultimately own, control or influence and includes a person who exercises ultimate effective control over a legal person or arrangement (as per Securities and Exchange Board of India Circular No. CIR/MIRSD/2/2013 dated January 24, 2013, as amended from time to time).
49. **“Undesirable Practice”** shall have the meaning as ascribed thereto under Clause 5.3 (d) of this RFP.

**Notice inviting Request for Proposal**

**F.No. 34018/2/2023-CCT**  
**Ministry of Coal**  
**Government of India**

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Room No: 622A,  
Shastri Bhawan, New Delhi 110001

RFP No. 1

Date: 15 May 2024

Invitation and Notice for Request for Proposal (RFP)

Notice: Request for Proposal (RFP) Seeking Financial support for setting up Coal/Lignite Gasification Projects for Government PSUs

India has one of the world's largest reserves of coal and in order to utilize coal optimally and reduce carbon gas emissions in the economy, Ministry of coal is implementing a new scheme on financial support for coal/lignite gasification projects. The objective of the scheme is to support demonstration of financial and technical viability of gasification projects more widely, accelerate markets for downstream products and create additional value in the economy for coal. The gasification technology shall not only contribute to the growth of the country in terms of domestic product development and import substitution for products like oil, gas, methanol, ammonia, urea and other products, but also ensure diversified use of coal which will ultimately make the country Atmanirbhar and ensure sustainability in coal sector.

The Ministry of Coal invites applications from government PSUs for "setting up Coal/Lignite Gasification Project". Selection will be based on criteria defined in the RFP. Selected entities will receive financial assistance in accordance with the terms and conditions of the RFP.

The RFP document will be uploaded on the website <https://coal.nic.in/> and on E-Portal. Important information & tentative dates are given in the RFP. Interested Government PSUs are requested to submit their applications to the RFP on or before the Bid Due Date and time.

The application must be submitted on E-Portal.

**Ministry of Coal**

## 1. INTRODUCTION

### 1.1 Scheme

**1.1.1** In pursuance to the National Mission of Coal Gasification and in continuation to the Cabinet approval dated 24 January 2024, the Ministry of Coal is introducing the present Scheme for promotion of Coal/Lignite Gasification Projects of Government PSUs and Private Sector with an outlay of Rs. 8,500 crores (Rupees Eight thousand Five hundred crores) towards incentive for coal/lignite gasification projects under 3 (three) categories (the “**Scheme**”).

- (a) The Scheme is intended to incentivize potential investors, both domestic and overseas, to set up large scale coal/lignite gasification facilities with emphasis on maximum value addition and quality output and achieving pre committed capacity level within a pre-defined time period along with development of indigenous coal gasification technology in order to accelerate markets for downstream products and create additional value in the economy for coal along with establishing indigenous technology for coal/ignite gasification by supporting pilot projects and small-scale product-oriented gasification plants.
- (b) The Scheme envisages setting up of coal/lignite gasification plants in the country by providing financial incentives to all coal/lignite gasification projects to ensure these projects are viable. The Projects are not restricted by location, and Selected Bidders have flexibility to set up the project anywhere in India. Additionally, they hold the sole authority to decide the downstream product(s) (from the list of eligible products prescribed under the Scheme) they want to produce through coal/lignite gasification.
- (c) The funds are inter-transferable among the three categories, if unused in any category except for to Category-I from Category-II or III., i.e., surplus funds are transferable from Category-I to Category-II or III but not vice-versa. The selection of the entities will be done by the bucket filling method, keeping in view the overall scheme limit of Rs. 8500 crore and the eligible requirements quoted by the bidders.
- (d) Subject to Clause 1.1.5, the financial incentive allocated shall be towards the total cost of the Project. For the purpose of computation of total cost of the Project, cost of land shall correspond to the land required for setting up the Project only (the “**Capex**”), and shall not in any manner, debar/restrict any incentive to be claimed under the new commercial mining regime or any other scheme. The beneficiaries will be eligible for any state and central level incentives or any applicable subsidies that may be provided to the Project in addition to the incentives proposed under this Scheme.
- (e) The Ministry of Coal may facilitate the supply of coal from the nearby coal fields to optimize the cost, however the responsibility of arrangement of the same and other raw materials shall lie with the bidder.
- (f) The manufacturing facility as proposed by the entities would have to be commissioned within a period of 5 (five) years in terms of the contract to be entered

into for development of each of the Project(s) amongst the Selected Bidder/Developer and the Authority (the “**Project Agreement**”).

**1.1.2** The Scheme towards financial support/incentive/grant (the “**Financial Incentive**”) for promotion of Coal/Lignite Gasification Projects of Government PSUs and Private Sector is classified under 3 (three) categories i.e.,

**(a) Category I:** Rs. 4050 crores (Rupees Four thousand Fifty crores) provisioned for Government PSUs or JV of PSUs. The Government PSUs or JV of PSUs will submit the proposals/Bids seeking funding assistance to set up coal/lignite gasification projects and 3 (three) projects will be supported by providing lump-sum Financial Incentive of Rs. 1,350 crores (Rupees One thousand three hundred fifty crores) or 15% (fifteen percent) of the Capex, whichever is lower, to each selected PSU’s project. It will encompass projects of any State and Central PSUs within the total incentive amount of Rs. 4050 crores (Rupees Four thousand Fifty crores).

**(b) Category II:** Rs. 3850 crores (Rupees Three thousand Eight hundred and fifty crores) provisioned for the Private Sector as well as Government PSUs- This category will channel Rs. 3850 crores (Rupees Three thousand Eight hundred and fifty crores) towards the projects being undertaken by both the Private Sector as well as Government PSUs. The Projects under this Category II will be supported within the total incentive amount of Rs. 3850 crores (Rupees Three thousand Eight hundred and fifty crores) by providing lump-sum Financial Incentive (in 2 equal instalments) of 15% (fifteen percent) of the Capex or Rs. 1000 crores (Rupees One thousand crores), whichever is lower, for each of the identified Project(s).

*At least one project will be bid out on tariff-based bidding process which is adopted for thermal power plant in power sector. The bidding criteria will be designed in consultation with NITI Aayog. The balance funds will be made available to the eligible Project(s) under Category II.*

**(c) Category III:** Rs. 600 crores (Rupees Six hundred crores) provisioned for Demonstration Projects (indigenous technology) and/or small-scale product-based Gasification Plants – This category will channel Rs. 600 crores (Rupees Six hundred crores) towards the demonstration projects being undertaken by both the Private Sector as well as Government PSUs to develop indigenous coal/lignite gasification technology along with small scale product-based gasification plants with a minimum Capex of Rs 100 crores (Rupees One hundred crores) or 15% (fifteen percent) of Capex on coal/lignite gasification unit, whichever is lower.

**1.1.3** This RFP document is for Category I of the Scheme constituting 3 (three) Projects, providing a Financial Incentive of Rs. 1350 crores (Rupees One thousand three hundred fifty crores) not exceeding 15% (fifteen percent) of Capex to each selected PSU’s project, whichever is lower, for each Project for various derivative products as mentioned under the Scheme.

**1.1.4** In order to qualify for the lump-sum Financial Incentive, the selected PSU or a JV of PSUs will have to undertake to set up a manufacturing plant of minimum output of 0.4 million tonnes per annum of single downstream product, from the list of eligible products

prescribed under the Scheme and provided at ANNEXURE-VIII, through coal/lignite gasification in terms of the Scheme.

- 1.1.5** It is, however, clarified that the Financial Incentive will be offered only to those entities that have allocated new/fresh investment in the coal gasification plant. For avoidance of doubt, it is clarified that Projects achieving Financial Closure (as mentioned under s. no. 2.a)1. of ANNEXURE-IX) prior to the issuance/publication of the RFP will not be eligible for availing Financial Incentive under this Scheme. Additionally, for any Project conceptualized prior to the approval of the Scheme, the capital expenditure incurred before the date of approval of Scheme i.e., 24 January 2024, shall not be considered as a part of the Capex for the purpose of assessment of the required Financial Incentive. Further, the Authority does not commit to any other separate financial support, of any nature whatsoever.
- 1.1.6** The Bidders will be selected based on the Pre-Feasibility Report (the “**PFR**”) and /or Detailed Project Report (the “**DPR**”) prepared and approved by respective company Board and Financial Incentive sought by the Bidders in the prescribed format.
- 1.1.7** The lump sum Financial Incentive for the respective Projects will be paid to the selected PSUs in 2 (two) equal instalments as listed below:

- (i) 1<sup>st</sup> instalment:** After the first disbursement of ‘loan’ by the Bank/ Financial Institution towards the project and 30% (thirty percent) ‘equity contribution’ of the Project. The Financial Incentive will be in the form of reimbursement of the actual capital expenditure incurred towards plant & machinery.

For avoidance of doubt and for the aforementioned criteria, it is clarified that:

- (a) ‘loan’ shall only include disbursement under fund-based facility sanctioned for the said Project; and
- (b) ‘equity contribution’ shall mean contribution in the form of pure equity i.e., paid-up capital. Any other form of contribution in the form of quasi-equity or quasi-debt instruments/shareholders’ loan shall not be considered.

- (ii) 2<sup>nd</sup> instalment:** After achieving minimum 50% (fifty percent) of the production capacity and 1 (one) year of continued production of the product.

PMA appointed for the purpose will verify the claims of expenditure and accordingly funds will be released.

- 1.1.8** It is hereby clarified that the Selected Bidder/Developer, prior to seeking disbursement of 1<sup>st</sup> (first) installment of the Financial Incentive from the Authority, shall ensure due and requisite compliance to the Applicable Laws including, inter alia, requisite clearances for itself and its subcontractors, technology partners etc. (as applicable), and submit such clearances to the Authority.
- 1.1.9** It is further clarified that the Financial Incentive provided by the Authority, in respect of the Project(s) undertaken within Category-I of the Scheme, shall be available for the amount allocated for Category-I under the Scheme.

**1.1.10** If the Authority, at any stage in the Project, finds or comes to know and become satisfied that eligibility under the Scheme and /or disbursement of Financial Incentive have been obtained by manipulation or misrepresentation or by furnishing of false information or the milestones for disbursement of the Financial Incentive have not been achieved or the Financial Incentive has been diverted/mis-utilized for any reason whatsoever, the Authority reserves the right to seek refund/recover the entire Financial Incentive, along with interest calculated at twice the rate of 3 (three) years SBI MCLR prevailing on the date of disbursement, from the Developer/Selected Bidder and/or cancel the Financial Incentive.

## **1.2 Brief Description of the Selection Process**

**1.2.1** In order to implement Category I projects under the Scheme, the Authority has now decided to carry out a selection process through open and transparent mechanism, and accordingly, invites Bids for selection of Government PSUs or their JVs/consortiums for development of a coal/lignite gasification facility/project which would, inter alia, include designing, engineering, financing, construction, operation and maintenance of a manufacturing plant with a minimum output of 0.4 million tonnes per annum of single downstream product, from the list of eligible products prescribed under the Scheme and as specified under ANNEXURE-VIII, through coal/lignite gasification in terms of the Scheme, and shall include surface and/or underground coal gasification plants (the “**Project**”) and the Project Agreement.

**1.2.2** The Selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to execution of the Project Agreement (the “**Developer**”) shall be responsible for development, management, and operation and maintenance of the Project under and in accordance with the provisions of the Project Agreement

**1.2.3** The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the “**Bid Due Date**”).

**1.2.4** The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Project Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Financial Incentive to be allocated pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

**1.2.5** The Authority has adopted a two-stage bidding process for selection of the Bidders in terms of this RFP for allocation of Financial Incentive (the “**Selection Process**”) as under:

- ❖ **Stage I (Technical Bid Stage):** This stage will involve qualification of the Government PSUs or their JVs/consortiums who submit Bids in accordance with the provisions of this RFP (the “**Bidders**”) based on the evaluation of their Bids to determine compliance with the Eligibility Parameters and the Qualification Criteria in accordance with Clause 2.2 and other terms of this RFP (the “**Technical Bid**”). Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Criteria will be qualified for the Financial Bid Stage.
- ❖ **Stage II (Financial Bid Stage):** The Bidders whose Technical Bids are evaluated and adjudged as qualified in terms of the Eligibility Parameters and the Qualification Criteria in accordance with Clause 2.2 and other terms of this RFP, shall be eligible for evaluation of their financial proposals submitted in terms of this RFP (the “**Financial Bid**”).

- 1.2.6** The Technical Bid and Financial Bid submitted by the Bidders shall be collectively referred to as the “**Bid/Bids**”. All the Bids shall be valid for 180 (one hundred and eighty) days from the date of opening of the Bid and can be further extended by another 180 (one hundred and eighty) days on intimation to the Bidders at the discretion of the Authority (the “**Bid Validity Period**”).
- 1.2.7** The Bidders are invited to examine the Project in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for allocation of Financial Incentive for the Project including implementation thereof.
- 1.2.8** The Bids are invited for the Financial Incentive required by the Bidder for implementing the Project and the evaluation of Bids will be done as per the Selection Process described under clause 1.2.5 and other terms of the RFP. Subject to the provisions of this RFP, the Financial Incentive will be allocated to the Selected Bidder.
- 1.2.9** The RFP is available for downloading from the website of Ministry of Coal <https://coal.nic.in/> (“**Official Website**”) and E-Portal on or prior to the Bid Due Date. There is no fee for this RFP document.
- 1.2.10** The Selected Bidder is required to furnish a performance security of 3% (three per cent) of the sanctioned Financial Incentive (the “**Performance Security**”) within the time period stipulated in the Project Agreement, in the form of either cash transfer through RTGS/NEFT into a designated bank account or an irrevocable and unconditional bank guarantee from a Scheduled Bank in India in favour of the Authority and as per the format provided in the Project Agreement. The Performance Security shall be refunded/ returned once the equity contribution required under 1<sup>st</sup> instalment (as per clause 1.1.7 (i)) is complied with.
- 1.2.11** No Bidder, whether a sole entity or a Consortium, shall submit more than one Bid. An entity submitting a Bid individually or as a member of Consortium shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case may be. No Affiliate (s) of the Bidder shall submit Bid for the same product.
- 1.2.12** The Bid and all related correspondence and documents in relation to the Bid shall be in English language.

- 1.2.13** The documents including this RFP and all attached documents are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids.
- 1.2.14** The Bids shall be opened only after the specified date of submission of the Bids. The Bids shall be submitted during the working hours (Monday to Friday 10:00 am IST to 5.00 pm IST) on or before scheduled date & time.
- 1.2.15** The Bidders shall bear all costs associated with the preparation and submission of the Bids and all costs associated with conducting the due diligence. The Authority shall not under any circumstances be responsible or liable for any such costs, whether direct, incidental, or consequential and no cost incurred by the Bidder in this shall be borne by the Authority.
- 1.2.16 Governing Law/Jurisdiction:** The RFP/Project/Scheme and all matters related thereto shall be governed by the Applicable Laws of India. All disputes arising out of the RFP/Project/Scheme shall be subject to the exclusive jurisdiction of the courts at New Delhi, India.
- 1.2.17 Amendment to RFP:** At any time prior to the opening of the Financial Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP by the issuance of addendum / corrigendum. Any addendum / corrigendum / clarification issued shall be uploaded on the Official Website and E-Portal. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in their sole discretion, extend the Bid Due Date or other dates in relation to the Selection Process.
- 1.2.18** Any additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 1.2.19** Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any or all the Bids on the grounds of national interest, national security, public interest, or any other grounds without communicating any reasons thereof and without any liability or any obligation for such rejection. It is clarified that the Authority shall not, in any manner whatsoever, be held accountable or liable for reason of rejection of any Bids.
- 1.2.20** The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given under this RFP or in course of the Selection Process.
- 1.2.21** The Authority reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFP, or the Selection Process and the Bidders shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidders of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.



**1.2.22** The Bidders shall independently evaluate and ensure that they are permitted to participate in the Selection Process and the Project pursuant to the Applicable Laws and to the extent they propose to participate.

### **1.3 Contact Details for Clarifications/Correspondences**

All enquiries relating to the Selection Process and/or the RFP (submitted on the letterhead of the Bidder duly signed by the Authorised Signatory and a scanned copy of such letter should be emailed) should be addressed to the following representative of the Authority at the email ID: [socnt-moc@gov.in](mailto:socnt-moc@gov.in)

All communications shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: Request for Proposal (RFP) Seeking Financial support for setting up Coal/Lignite Gasification Project for Government PSUs (Category I).**"

The Bidder should note that all correspondences, enquiries, requests for additional information and clarifications in relation to the Selection Process should be routed and addressed, only to the Authority at the above email address. All responses to queries, if deemed appropriate and necessary, will be provided to the Bidders without revealing the source of the query.

The Authority (or any other instrumentalities thereof) reserves the right, in its sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so or even otherwise.

No extension of any time and date referred to in this RFP shall be granted on the basis or grounds that the Authority (or any other instrumentalities thereof) has not responded to any question or provided any clarification.

The RFP, or any other clarifications and common communications would be available on the Official Website and E-Portal. The Bidders are requested to check the above-mentioned websites for any clarifications.

### **1.4 Schedule of Selection Process**

The Authority shall endeavor to adhere to the following schedule:

<b>Events/Activity</b>	<b>Date &amp; Time (indicative)</b>
RFP Issuance Date	To
Pre-Bid Conference	To+10
Last date for receiving queries	To + 15
Authority response to queries latest by	To+21
Bid Due Date	To+120
Opening of Technical Bids	T1= To+121
Announcement of Technically Qualified Bidders	T1+45
Opening of Financial Bids	T1+46
Declaration of the Selected Bidder	T1 + 75
Issuance of Letter of Award (LOA)	T2= T1+90
Signing of Project Agreement	T2+90

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of the Bid

- 2.1.1** The RFP of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations, and other detailed examination of the Project before submitting their Bids.
- 2.1.2** Nothing contained in the RFP shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- 2.1.3** The Technical Bid and Financial Bid should be furnished in the format at ANNEXURE–I and ANNEXURE-V respectively along with all enclosures, duly signed by the Authorised Signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of a Financial Incentive to be quoted by the Bidder. The Financial Incentive shall be payable by the Authority to the Developer, as per the terms and conditions of this RFP and the provisions of the Project Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

#### 2.2 Eligibility Parameters and Qualification Criteria

- 2.2.1** For determining the eligibility of Bidders for submission of Bids hereunder, the following parameters shall apply (the “**Eligibility Parameters**”):
- (a)** The Bidder may be a single Government PSU (including State Government Companies) or a joint venture (JV) of Government PSUs not exceeding 3 (three) members (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
  - (b)** In case the Bidder is a Consortium, it has to comply with the conditions set out in Clause 2.2.4 below.
  - (c)** In addition to the above:
    - (i)** the Bidder should be an existing company incorporated in India under the Companies Act, 1956/ 2013 or a company incorporated outside India as per the applicable laws of the country where it was incorporated;
    - (ii)** any insolvency proceedings should not have been admitted against the Bidder in NCLT, or any court of competent jurisdiction;
    - (iii)** the Bidder including any Consortium member or any of its Affiliates should not have been banned or blacklisted by Ministry of Coal/GoI (or any instrumentalities thereof) for any reason;

- (iv) the Bidder or any of its Affiliates should not be convicted of an offence relating to coal block allocation or in respect of any other tenders of the Authority and should not have been sentenced with imprisonment for more than 3 (three) years; and
- (v) the Bidder should be in compliance of all Applicable Laws in respect of this RFP and should submit an undertaking to this effect in the form at ANNEXURE-I.

**2.2.2** The eligible Bidders will, additionally, be required to comply and satisfy the following criteria and submit evidence thereof in accordance with the terms of this RFP for being considered under the Selection Process, and will comprise of the following (the “**Qualification Criteria**”):

- (a) Technical Criteria:** – The Bidder should be setting up a coal/ lignite gasification plant of minimum output of 0.4 MTPA of single downstream product (which shall be converted into equivalent amount of Syngas in Nm<sup>3</sup>/hr for the purpose of evaluation).

The abovementioned criteria shall be demonstrated by the Board approved PFR/DPR, prepared by reputed agencies.

- (b) Financial Criteria:** - The Bidder should have a minimum Net worth of 30% (thirty per cent) of the total equity commitment for the Project submitted by such Bidder in the Board approved PFR/DPR, as per the latest audited financial statement.

The abovementioned criteria shall be evaluated considering Debt:Equity ratio of 70:30 to finance the project, irrespective of the actual means of finance.

The Net worth shall be assessed on the basis of the following, which shall be:

- (a) in case of a company, the Net worth certificate shall be issued by statutory auditors/independent chartered accountant of the Bidder or the entity whose Net worth is being relied upon by the Bidder; and
- (b) in case of an individual/firm/other association of individuals, the Net worth certificate shall be issued by an independent chartered accountant or a merchant banker registered with the Securities and Exchange Board of India.

The Net worth of a Bidder shall be computed as per Appendix-B.

**2.2.3** The Bidder should submit a Power of Attorney as per the format at ANNEXURE-II, along with a certified true copy of the relevant authorizations in support thereof e.g. letter of authority, resolution of the board of directors, resolution of the shareholders etc. In case of a Consortium, the Lead Member of the Consortium should submit a Power of Attorney to the Authority and other members and the members of the Consortium should submit a Power of Attorney in favour of the Lead Member as per format at ANNEXURE-III.

**2.2.4 SPV & Consortium Requirements:** Where the Bidder is a single entity, it may form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act,

2013 (the “**SPV**”), to execute the Project Agreement and implement the Project. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- (a) number of members in a Consortium shall not exceed 3 (three);
- (b) subject to sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, in the format at ANNEXURE-III, signed by all the other members of the Consortium;
- (d) an individual Bidder cannot at the same time be a member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
- (e) the members of a Consortium shall form an appropriate special purpose vehicle in form of a Company (SPV) to execute the Project prior to the execution of the Project Agreement, if allocated to the Consortium;
- (f) members of the Consortium shall have entered into a Joint Bidding Agreement, substantially in the form specified at ANNEXURE-IV (the “**Joint Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia;
  - (i) convey the intent to form an SPV with shareholding/ equity commitment(s) in accordance with this RFP, which would enter into the Project Agreement and subsequently perform all the obligations of the Developer in terms of the Project Agreement, in case the Financial Incentive to implement the Project is allocated to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) commit the minimum equity stake to be held by each member;
  - (iv) commit that the Lead Member of the Consortium shall subscribe to 51% (fifty one per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, till the disbursement of 2<sup>nd</sup> (second) instalment for the Project under the Scheme and in terms of the Project Agreement, hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV;
  - (v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the commercial operation date/commissioning date of the Project is achieved in accordance with the Project Agreement; and
  - (vi) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

Any change in the Consortium shall not be permitted during the Selection Process, save and except as expressly permitted by the Authority. In case the Bidder is a

Consortium, each member should substantially satisfy the qualification requirements to the extent specified herein.

## **2.3 Change in Control**

### **2.3.1 Change in Control and transfer subsequent to determination of the Selected Bidder**

- 2.3.1.1 Any change in Control of the Selected Bidder or any transfer of the project by the Selected Bidder shall be subject to Applicable Laws and may be undertaken after the disbursement of 2nd (second) instalment of the Financial Incentive for the Project under the Scheme (the “**Lock-in Period**”), with an intimation to the Authority, no later than 15 (fifteen) days prior to **(a)** the proposed change in Control of the Selected Bidder; or **(b)** transfer of the Project by the Selected Bidder, as the case may be and provided that pursuant to such change in Control, the Selected Bidder continues to meet the Eligibility Parameters and Qualification Criteria or in case of transfer of the project by the Selected Bidder, the transferee of the Project (the “**Selectee**”) meets the Eligibility Parameters and Qualification Criteria.

**Provided that** any transfer of either the Project or the equity share capital of the Developer to a Group Company, Subsidiary or the Parent company of the Developer, during the Lock-in Period, may be permitted subject to the Ultimate Beneficial Ownership (UBO) remaining unchanged. The expression “Group Company” shall refer to mean two or more enterprises/entities which, directly or indirectly, are able to exercise 26% or more of voting rights in other enterprise/entity; or appoint more than 50% of members of the Board of Directors in the other enterprise/entity, as defined in FDI policy circular of 2017.

**Provided that** a change in Control or transfer of the Project by the Developer during the Lock-in Period may be permitted with the written approval of the Authority if the Selected Bidder continues to meet the Eligibility Parameters and Qualification Criteria or in case of transfer of the project by the Selected Bidder, the Selectee meets the Eligibility Parameters and Qualification Criteria.

**Provided further that** a change in Control or transfer of Project by the Developer during the Lock-in Period may be permitted if such change in Control is pursuant to an insolvency proceeding against the Developer under the Insolvency and Bankruptcy Code, 2016 or Applicable Laws or the transfer is pursuant to enforcement of security by any bank or financial institution in accordance with the terms of the Project Agreement and Applicable Laws, as the case may be.

- 2.3.1.2 In the event that any change in Control of the Developer or any proposed transfer of the project granted to the Selected Bidder which requires prior consent, approval, no objection certificate or the like of the relevant authority or authorities under any Applicable Laws, then such approval shall be granted only if the Selectee of such right, title or interest or the Selected Bidder subsequent to the change of Control, as the case may be, also meets all the Eligibility Parameters and Qualification Criteria.

### **2.3.2 Change in Control prior to determination of Selected Bidder**

- 2.3.2.1 Upon submission of the Technical Bid but prior to determination of the Selected Bidder, no change in Control of the Bidder shall be permitted without the prior approval of the Authority.
- 2.3.2.2 The Authority shall grant such approval only if such a change in Control does not result in the Bidder becoming non-compliant with any of the Eligibility Parameters and Qualification Criteria.
- 2.3.2.3 By submitting the Bid, the Bidder acknowledges and agrees that in the event of change in Control of the Bidder during the Selection Process, or change in Control of the Bidder, at any time until the determination of the Selected Bidder would be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same.

### **2.3.3 Consequences of default**

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Project Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Project Agreement, be deemed to be a breach of the Project Agreement and dealt with as such thereunder.

### **2.4 Number of Bids and Costs thereof**

- 2.4.1 No Bidder shall submit more than one Bid for the Project within the same category, however there is no restriction for such Bidder to participate across the categories under the Scheme provided that the project under each category is distinct. For example, any Government PSU may participate in Category I, II & III, while any Private Sector company may participate in Category-II & III, given that the project is different under each category.
- 2.4.2 A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.4.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process
- 2.4.4 The Bidder can bid for different end-products as prescribed under the Scheme. However, it is clarified that as far as possible 1 (one) Bid will be selected for 1 (one) end-product as mentioned under ANNEXURE-VIII of this RFP.

### **2.5 Verification & Acknowledgement**

- 2.5.1 The Bidders are encouraged and requested to review the status of their proposed gasification project including all related infrastructure and requirements while submitting the Bid. The Bid should include a likely site/mine area with approximate requirement of land.

It is hereby clarified that the Authority shall, in no manner whatsoever, be responsible for procuring or making available the land (including the ROWs. Easement rights pertinent thereto) or coal linkages required for implementation of the Project and the same shall be sole and exclusive responsibility of the Selected Bidder/Developer.

**2.5.2** It shall be deemed that by submitting a Bid, the Bidder has:

- (a)** made a complete and careful examination of this RFP and unconditionally and irrevocably accepted the terms thereof;
- (b)** reviewed all relevant information provided by the Authority, as may be relevant to the Bid;
- (c)** accepted the risk of inadequacy, error or mistake in the information provided in this RFP or furnished by or on behalf of the Authority relating to any of the matters pertaining to this RFP;
- (d)** satisfied itself about all matters regarding the Selection Process required for submitting an informed Bid, in accordance with this RFP and performance of all of its obligations;
- (e)** acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP or ignorance of any of the matters related to the Selection Process hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Project Agreement by the Developer; and
- (f)** agreed to be bound by the undertakings provided by it under and in terms hereof.

**2.5.3** The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.6 Right to Accept or reject any or all Bids**

**2.6.1** Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

**2.6.2** The Authority reserves the right to reject any Bid if:

- (a)** at any time, a material misrepresentation is made or uncovered; or
- (b)** the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid; or
- (c)** the Bid is not in accordance with the provisions of this RFP.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.

**2.6.3** In case it is found during the evaluation or at any time before signing of the Project Agreement or after its execution and during the period of subsistence thereof that one or

more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Project Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Project 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 Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder.

- 2.6.4** The Authority shall at any time prior to or post declaration of the Selected Bidder reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. BID DOCUMENTS**

### **2.7 Contents of the RFP**

The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

#### **Invitation for Bid**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Bid Submission & Process
- Section 4. Evaluation Criteria & Process
- Section 5. Fraud & Corrupt Practices
- Section 6. Pre-Bid Conference
- Section 7. Miscellaneous

#### **Annexures**

- I. Letter comprising the Technical Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Letter comprising the Financial Bid
- VI. Declaration by the Bidder
- VII. Technical Details with respect to E-Portal.
- VIII. List of eligible products that qualify under this Scheme
- IX. Key aspects/terms relating to the Project (*indicative*)
- X. Integrity Pact
- XI. Affidavit

### **2.8 Clarifications**



- 2.8.1** Bidders requiring any clarification on the RFP may notify the Authority only by e-mail in accordance with Clause 1.3. They should send in their queries on or before the date specified in the schedule of Selection Process contained in Clause 1.4. The Authority shall endeavour to respond to the queries within the period specified therein, prior to the Bid Due Date. The Authority will post all the queries and its responses on E-Portal without identifying the source of queries.
- 2.8.2** The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3** The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority, or its employees or representatives, shall not in any way or manner be binding on the Authority.

## **2.9 Amendment of RFP**

- 2.9.1** At any time prior to the opening of the Financial Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2** Any Addendum thus issued hereunder shall be uploaded on the Official Website and the E-Portal.
- 2.9.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date or modify the Schedule of the Selection Process, as the case may be.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Language**

The Bid and all related correspondence and documents in relation to the Selection Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.11 Format and Signing of Bids**

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection. The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the Authorised Signatory of the Bidder. All the alterations, omissions, additions or any other amendments

made to the Bid shall be initialed by the Authorised Signatory signing the Bid. The Bid shall contain page numbers.

**2.12 Submission of Bids**

**2.12.1** The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the E-Portal, duly signed in digital form by the Authorised Signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents).

**2.12.2** The documents comprising the Bid referred to in Clause 2.12.1 shall include:

- (a) Technical Bid in the prescribed format (ANNEXURE-I) along with Annexes and supporting documents;
- (b) Power of Attorney for signing the Bid as per the format at ANNEXURE-II;
- (c) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at ANNEXURE-III;
- (d) Board Resolution of the Bidder;
- (e) Memorandum and Articles of Association of the Bidder;
- (f) Joint Bidding Agreement (if applicable) as required under Clause 2.2.4 (f);
- (g) Latest available audited balance sheet and profit and loss account of the Bidder; In case Bidder is JV/Consortium, the latest available audited balance sheet and profit and loss account of all the JV/Consortium members shall be provided;
- (h) Declaration as per the format at ANNEXURE – VI;
- (i) Copy of the Board approved PFR/DPR;
- (j) Integrity Pact as per the format given in ANNEXURE X shall be submitted by the Bidder with the RFP duly signed by the Authorised Signatory and shall be part of the Project Agreement;
- (k) an Affidavit as per the format specified in ANNEXURE- XI; and
- (l) Net worth Certificate as specified under Clause 2.2.2, certifying the Net worth calculated as per Appendix-B.

**2.12.3** The following documents shall be separately submitted in original to the person specified in the Clause 2.12.4 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

- (a) Letter comprising Technical Bid;
- (b) Power of attorney as required under Clause 2.12.2 (b) and Clause 2.12.2 (c);
- (c) Board Resolution of the Bidder;
- (d) Joint Bidding Agreement (if applicable) as required under Clause 2.2.4 (f);
- (e) A copy of the Board approved PFR/DPR; and
- (f) Net worth Certificate as specified under Clause 2.2.2, certifying the Net worth calculated as per Appendix-B.

The envelope specified in this Clause 2.12.3 shall clearly bear the following identification:

**“Enclosures for the Bid for Financial Support for Setting up Coal/Lignite Gasification Projects under the Scheme of Ministry of Coal (Category I)”**

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

**2.12.4** The envelope specified in Clause 2.12.3 shall be addressed to:

ATTN OF:	Sh. Hitlar Singh
DESIGNATION:	Under Secretary, Ministry of Coal
ADDRESS:	Room No: 622A, Shastri Bhawan, New Delhi 110001
TELEPHONE NO:	011-23382269
EMAIL ADDRESS:	<a href="mailto:soccnt-moc@gov.in">soccnt-moc@gov.in</a>

**2.12.5** The Bids submitted by special messenger, facsimile, telex, telegram, e-mail, or in any way other than on the E-Portal, shall not be entertained and shall be rejected.

### **2.13 Bid Due Date**

**2.13.1** The Bid specified in Clause 2.12.1 should be submitted on or before 1200 hours (IST) of the Bid Due Date, on the E-Portal as per the format and in the manner and form as detailed in this RFP. The Bid, in the form specified in Clause 2.12.3, should be submitted in original on or before 1600 hours (IST) of the Bid Due Date, as per the format and in the manner and form as detailed in this RFP.

**2.13.2** For the purpose of submission of the Bid on the E-Portal, registration of the Bidder on the E-Portal is mandatory. For any assistance regarding the bidding process, the Bidder may contact the E-Portal provider. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).

**2.13.3** The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9.3 uniformly for all Bidders.

**2.13.4** The Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.14 Contents of the Bid**

**2.14.1** The Technical Bid shall be furnished in the format at ANNEXURE–I along with all the information and documents (complete in all respects) as requested in this RFP.

**2.14.2** The Financial Bid shall be furnished in the format at ANNEXURE–VI and shall consist of a Financial Incentive to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Financial Incentive, required by it to undertake the Project in accordance with this RFP and the provisions of the Project Agreement.

### **2.15 Modifications/Substitution/Withdrawals of Bids**

**2.15.1** The Bidder may modify, substitute, or withdraw its Bid after submission, provided that the written notice of the modification, substitution, or withdrawal is received by the Authority prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

- 2.15.2** Any alteration or modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 2.15.3** This RFP contains certain the key aspects/terms, which are indicative in nature and application, relating to the development of the Project under ANNEXURE-IX hereto (Key Aspects Terms of the Project) that shall govern the Selected Bidder/Developer's relationship with the Authority in respect of the Project.

### 3. BID SUBMISSION AND PROCESS

#### 3.1 RFP Document

- 3.1.1 The RFP document is available for downloading from the E-Portal. The Bids, in response to the RFP, should be submitted during the working hours (Monday to Friday 10:00 am IST to 5.00 pm IST) on or before scheduled date & time.
- 3.1.2 The Bidder who has downloaded the RFP document from the E-Portal shall not tamper/modify the Bid form including downloaded financial Bid template in any manner. In case the same is found to be tampered/modified in any manner, the Bid will be entirely rejected and Bidder shall be liable to be banned from any further engagements with the Authority.
- 3.1.3 The RFP will appear on the E-Portal in the “Request for Proposal” section and will be available only until the specified time on the Bid Due Date. The Authority is not responsible for the completeness of the RFP if it is not downloaded directly from the E-Portal.

#### 3.2 Submission through E-Portal

- 3.2.1 The Selection Process will be conducted on the electronic platform created and hosted by MSTC (the “E-Portal”) and no physical bids shall be accepted or considered, save as otherwise specifically required in terms of this RFP. All interested parties are required to register online on the designated E-Portal to submit a Bid for the Project. In case of any technical clarification regarding access to the E-Portal or conduct of the Selection Process, the Bidders may contact MSTC directly at the address provided therein.
- 3.2.2 In order to participate in the Bid Process, a Bidder must procure a digital signature certificate and register on the E-Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by the Controller of Certifying Authorities, GoI.
- 3.2.3 In case of a Consortium, the Lead Member must register with the E-Portal, using the digital signature certificate issued in the name of the Authorised Signatory of the Lead Member.
- 3.2.4 The Bidders are required to submit the Technical Bid and Financial Bid on the E-Portal in the formats provided in ANNEXURE-I and ANNEXURE-V.
- 3.2.5 Each Bidder (and in case of a Consortium, the Lead Member) must use the digital signature of its Authorised Signatory while uploading the soft copy of the Technical and Financial Bids to the E-Portal.
- 3.2.6 The Bidders are encouraged to visit the E-Portal to acquaint themselves with the process of submitting their Bids online.
- 3.2.7 Each Bidder is required to upload a soft copy/scanned copy of its Bid (including all the documents listed in Clause 2.12 above) on the E-Portal. The maximum file size of each file uploaded on the E-Portal by the Bidder as part of its Bid should not exceed 5 (five) MB.

- 3.2.8** While uploading the Technical Bid on the E-Portal, Bidder must ensure that files containing the Bid are uploaded under the relevant heads in a PDF format. The Bidder shall be required to fill all mandatory forms and fields indicated in the E-Portal at the time of uploading the Technical Bid.
- 3.2.9** The Bidders should ensure the legibility of the documents uploaded on the E-Portal.
- 3.2.10** The Authority will not be responsible for any failure, malfunction or breakdown of the electronic system during the Bid submission process.
- 3.2.11** The Bidder will receive a system generated acknowledgement of its Bid submission to confirm successful uploading of its Bid.
- 3.2.12** All Bids uploaded to the E-Portal will be encrypted and the encrypted Bids can only be opened by the authorised representatives of the Authority at or after the specified time on the Bid Due Date.
- 3.2.13** The Bid will contain no alterations, omissions, or additions, unless such alterations, omissions or additions are signed by the Authorised Signatory of the Bidder/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the Authorised Signatory of the Bidder/Lead Member.
- 3.2.14** The Authority will open the soft copy of the Technical Bids at the time, date and place specified in the Bidding Schedule. The Technical Bids will be opened in the presence of the Bidders whose designated representatives choose to be present. The Technical Bid shall be opened first and Financial Bids shall be opened of the Bidders who are declared technically qualified based on the Eligibility Parameters.
- 3.2.15** Any queries or requests for additional information relating to this RFP should be submitted on the E-Portal or sent to the Authority by e-mail to [soccnt-moc@gov.in](mailto:soccnt-moc@gov.in) on or before the time and date specified in the Bid Schedule. The communications must clearly bear the following subject line – **“Bid for Financial Support for Setting up Coal/Lignite Gasification Projects by Government PSUs under the Scheme of Ministry of Coal (Category I)”**
- 3.2.16** If a Bidder faces any technical issue or technical error in accessing the E-Portal, the Bidder may seek assistance from the E-Portal provider, at any time prior to the Bid Due Date.

### **3.3 Clarifications/Queries**

- 3.3.1** If a Bidder requires any clarification on or has any query in relation to the RFP, it should submit such query or request for clarification to the Authority by e-mail to [soccnt-moc@gov.in](mailto:soccnt-moc@gov.in) . In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: **"Financial Support for Setting up Coal/Lignite Gasification Projects under the Scheme of Ministry of Coal (Category I): Clarifications and Request for Additional Information"**. All queries or clarification requests should be received on or before the date and time mentioned the Bidding Schedule

- 3.3.2** The Authority's responses (without identification of its source) will be made available to all the Bidders and shall be uploaded on the E-Portal.
- 3.3.3** It shall be the responsibility of the Bidders to check the E-Portal for the response to the queries or requests for clarifications. The Authority may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- 3.3.4** The information relating to or in connection with the Project, the Bid Process and this RFP, including all notices issued by the Authority to all Bidders in accordance with this RFP; queries and responses or clarifications and any Addenda will be uploaded on the E-Portal. All Addenda/amendments will be issued on the E-Portal.

## 4. EVALUATION CRITERIA AND PROCESS

### 4.1 Test of Responsiveness

**4.1.1** Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:

- (a) it is received as per the specified format;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.3;
- (c) it is signed and marked as stipulated in Clauses 2.11 and 2.12;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.3, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.4 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditors in the formats specified at ANNEXURE-I of the RFP;
- (h) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.4 (f) and in the format as prescribed under this RFP;
- (i) Integrity Pact as per the format given in ANNEXURE-X has been submitted by the Bidder with the RFP duly signed by the Authorised Signatory;
- (j) it does not contain any condition or qualification;
- (k) the original documents as stipulated under Clause 2.12.3 have been submitted by the Bidder; and
- (l) it is not non-responsive in terms hereof.

**4.1.2** A Financial Bid not conforming with the format specified at ANNEXURE-V shall not be considered as responsive to the requirements of the RFP.

**4.1.3** The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### 4.2 Clarifications

**4.2.1** To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. 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.

**4.2.2** If a Bidder does not provide clarifications sought under Clause 4.2.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.



#### 4.3 Technical Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of Technically Qualified Bidders who will be eligible for opening of their Financial Bids. All communications relating to technical qualification shall be uploaded on the E-Portal. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

#### 4.4 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

#### 4.5 Correspondence with the Bidder

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

#### 4.6 Evaluation of Bids

4.6.1 The Authority shall evaluate the Technical Bids and the Bidders who qualify the Technical Bid stage shall become eligible for opening of the Financial Bid. Once the Financial Bid is opened, the Bid Score which shall be the sum of (a), (b) and (c), will be calculated as under:

**(a) Plant capacity score:** (Proposed plant capacity by the Bidder ÷ Highest plant capacity received among all Bidders) × 50% (fifty percent).

*For this purpose, the plant capacity shall mean the output of Syngas in Nm<sup>3</sup>/hr, which the Bidder shall submit as part of the PFR/DPR and Technical Bid, irrespective of the downstream product.*

**(b) Viability amount score:** (Lowest (%) of proposed viability amount sought as a percentage of its total Capex among all Bidders ÷ Proposed viability amount sought by the Bidder as a percentage of its total Capex) × 40% (forty percent).

**(c) Sustainability score:** Implementation of CCUS technology or zero CO<sub>2</sub> emission in the project - 10% (ten percent).

4.6.2 The Bidder will be selected based on the responses received taking into consideration the Eligibility Parameters and Qualification Criteria are met. The list of eligible products is mentioned under ANNEXURE-VIII of this RFP.

4.6.3 The Bidders shall be ranked in descending order based on their Bid Score under respective downstream products. However, as far as possible, 1 (one) project for single downstream product for economies of scale will be taken up, as illustrated below:

*Illustration, 6 Bidders submit bids for 2 differentiated downstream products as under:*

<b>Bidder</b>	<b>Downstream Product</b>	<b>Bid Score*</b>
<i>Bidder 1</i>	<i>Methanol</i>	99
<i>Bidder 2</i>	<i>Methanol</i>	85
<i>Bidder 3</i>	<i>SNG</i>	90
<i>Bidder 4</i>	<i>SNG</i>	89
<i>Bidder 5</i>	<i>Methanol</i>	96
<i>Bidder 6</i>	<i>Methanol</i>	97

\*An illustrative instance for Bid Score calculation, for reference, is provided under Appendix-A hereto.

The Bidders are ranked in descending order as per their Bid Score as under:

<b>Bidder</b>	<b>Downstream Product</b>	<b>Rank</b>
<i>Bidder 1</i>	<i>Methanol</i>	1
<i>Bidder 6</i>	<i>Methanol</i>	2
<i>Bidder 5</i>	<i>Methanol</i>	3
<i>Bidder 3</i>	<i>SNG</i>	4
<i>Bidder 4</i>	<i>SNG</i>	5
<i>Bidder 2</i>	<i>Methanol</i>	6

However, since as far as possible, 1 (one) project for single downstream product for economies of scale will be taken up, the ranking for the purpose of allocation of Financial Incentive shall be as under:

<b>Bidder</b>	<b>Downstream Product</b>	<b>Rank</b>
<i>Bidder 1</i>	<i>Methanol</i>	1
<i>Bidder 3</i>	<i>SNG</i>	2
<i>Bidder 6</i>	<i>Methanol</i>	3
<i>Bidder 5</i>	<i>Methanol</i>	4
<i>Bidder 4</i>	<i>SNG</i>	5
<i>Bidder 2</i>	<i>Methanol</i>	6

Thus, to maximize the diversification of products, the Financial Incentive shall be allocated to Bidder 1, Bidder 3 and Bidder 6 on the basis of their rankings on Bid Score as well as inclusion of diversified products under the scheme as far as possible. The Bidders who have been allocated the Financial Incentive as per the above methodology shall be declared as the selected bidder (the “**Selected Bidder**”).

**4.6.4** In the event that two or more Bidders obtain the same Bid Score (the “**Tie Bidders**”), the Selected Bidder shall be identified in the following order of preference:

- (a) Bidder quoting highest plant capacity;
- (b) Bidder quoting the lowest viability amount as a percentage of its total Capex;
- (c) Draw of lots, conducted by the Authority, with prior notice, in the presence of the Tied Bidders who choose to attend.

- 4.6.5** The Selected Bidder having UBO outside India will be required to apply for applicable clearances from the Government of India.
- 4.6.6** After selection and applicable clearances (if required), a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) 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 Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof disqualify such Bidder and cancel the LOA.
- 4.6.7** In the event that the Selected Bidder is a foreign entity, the said entity shall have to incorporate a company within the territory of India, prior to the execution of the Project Agreement for implementing the Project.
- 4.6.8** After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Project Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification, or amendment in the Project Agreement.

**4.7     **Contacts during Bid Evaluation****

The Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 5. FRAUD AND CORRUPT PRACTICES

- 5.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and subsequent to the issue of the LOA and during the subsistence of the Project Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Project Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Project Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, Selected Bidder, or the Developer as the case may be, if the Authority determines that the Bidder, Selected Bidder or the Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 5.2** Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or Project Agreement, or otherwise, if a Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Project Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3** For the purposes of this Section 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a)** “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LOA or has dealt with matters concerning the Project Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process;
  - (b)** “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c)** “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
  - (d)** “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of

canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

For the purposes of this Clause 5.3, the term “**Conflict of Interest**” means, if:

- i. the Bidder, its member of the Consortium or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- v. such Bidder, or any Affiliate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

*Provided, however, that the parameters mentioned under points (i), (iii) and (iv) above of this sub-clause 5.3 (e) shall not apply to the Government PSUs under this RFP and shall not be considered for evaluation under the Selection Process.*

- 5.4 The Bidder shall comply with the provisions of Model Agreement for Integrity Pact (IP), (*format given in ANNEXURE-X*) shall be submitted by the Bidder along with the Bid duly signed by the Authorised Signatory of the Bidder and shall be deemed to be a part of the Project Agreement.

## 6. MISCELLANEOUS

### 6.1 Pre-Bid Conference

- 6.1.1** A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate in the submission of authority letter from the Bidder.
- 6.1.2** During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

### 6.2 Confidentiality

Any information relating to examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence to the same extent as the Bidder itself is bound. The Authority shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under Applicable Laws to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/ or the authority or as may be required by the Applicable Laws or in connection with any legal process.

Neither the Bidder nor any member of Consortium shall make any public announcement about their participation in the Selection Process without prior written permission from the Authority. However, in the event any Bidder and/or member of Consortium is required to make any disclosure to comply with the requirements of Applicable Laws or the regulations of any stock exchange, they shall limit such announcement only to the extent strictly required and shall give prior written intimation to the Authority.

### 6.3 Governing Law and Dispute Resolution

- 6.3.1 Governing Law:** The RFP shall be governed by, and construed in accordance with, the Applicable Laws of India and subject to Clause 6.3.2.1 below, the courts in New Delhi shall have exclusive jurisdiction over the Disputes (*as defined hereunder*) arising under, pursuant to and/ or in connection with the RFP.

#### 6.3.2 Dispute Resolution

- 6.3.2.1** In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this RFP (including its interpretation) between the Bidder and the Authority (the “**Dispute**”), the Bidder and the Authority, shall attempt to resolve such Dispute through discussions amongst each other, and if the Dispute cannot be settled through discussions and negotiations, the Bidder and the Authority shall have the right to refer the Dispute to conciliation. Conciliation proceedings shall be initiated within 15

(fifteen) days of one party inviting the other in writing to conciliation. Conciliation shall commence when the other party accepts in writing the invitation. If the party initiating conciliation does not receive a reply within 7 (seven) days from the date on which it sends the invitation, it may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly. Conciliation shall be undertaken by a sole conciliator to be identified, nominated and selected mutually by the parties in accordance with the terms and conditions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The conciliator so appointed shall assist the Bidder and the Authority to reach an amicable settlement in an independent and impartial manner. The costs for undertaking conciliation proceedings shall be borne equally between the Bidder and the Authority unless agreed otherwise.

6.3.2.2 Any Dispute which is not resolved pursuant to clause 6.3.2.1, shall be finally decided by reference to arbitration finally resolved by arbitration administered by the India International Arbitration Centre (“**IIAC**”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations for the time being in force, which regulations are deemed to be incorporated by reference in this clause. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

#### **6.4 Others**

**6.4.1** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a)** suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b)** consult with any Bidder in order to receive clarification or further information;
- (c)** qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d)** retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e)** independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**6.4.2** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Selection Process, and waives to the fullest extent permitted by Applicable Laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**ANNEXURE-I**

**Letter Comprising the Technical Bid**

*(On the Official letterhead of the Bidder/Lead Member of the Consortium)*

**Dated:**

**To,**

.....  
.....  
.....

**Sub: Bid for the Seeking Financial support for setting up Coal/Lignite Gasification Project under Category I of the Scheme**

Dear Sir,

1. With reference to your RFP document dated [●], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Project, 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 Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, augmentation, operation and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Laws, our right to challenge the same on any account whatsoever.
6. I/ We certify that, we/ any of the Consortium Members or our/ their Affiliates have neither been convicted for imprisonment by any governmental authority or statutory or judicial body nor been banned or blacklisted by Ministry of Coal/GoI (or any instrumentalities thereof) for any reason.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with the terms of the RFP document or Applicable Laws;
  - (c) I/We 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, as defined under the RFP document, in respect of any tender



- or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 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.
- 8.** I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the terms of the RFP document.
- 9.** I/ We believe that we/ our Consortium satisfy(s) the Eligibility Parameters and Qualification Criteria under the RFP and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
- 10.** I/ We declare that we/ any member of the Consortium, or our/ its Affiliates are not a member of a/ any other Consortium submitting a Bid for the Project or are not submitting any Bid separately.
- 11.** I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the Consortium or any of our/ their Affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12.** I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any member of the Consortium or any of our/ their Affiliates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 13.** I/We further certify that we/ any member of the Consortium or any of our/ their Affiliates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.
- 14.** I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
- 15.** I/ We acknowledge and agree that I/We are compliant and shall continue to comply with all provisions of the RFP and the Authority has the right to terminate the Developer Agreement and forfeit the Performance Security in case of any non-compliance.
- 16.** I/ We hereby irrevocably undertake that they I/We shall undertake the Project of the proposed capacity at least and will not change the products without prior written approval of the Authority, I/we will demonstrate Financial Closure within the prescribed timeline or extended timeline failing which the Authority shall be entitled to invoke and encash the Performance Security and take other steps as it deems fit in its sole discretion.
- 17.** I/ We 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

Authority in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

- 18.** In the event of my/ our being declared as the Selected Bidder, I/ We agree to enter into a Project Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19.** I/ We have studied all the Bidding Documents carefully and made a thorough and complete financial, technical and legal diligence of the requirements and other aspects relating to the implementation of the Project. We understand that except to the extent as expressly set forth in the Project Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Selection Process including the allocation of Financial Incentive.
- 20.** The Statement of Legal Capacity as per format provided in the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided under the RFP, are also enclosed.
- 21.** On being appointed as the Selected Bidder for the Project, I/We shall ensure that, prior to seeking disbursement of 1st (first) installment of the Financial Incentive from the Authority, We/Developer shall ensure due and requisite compliance to the Applicable Laws including, inter alia, requisite clearances for itself and its subcontractors, technology partners etc. (as applicable), and submit such clearances to the Authority.
- 22.** I/ We undertake to ensure that all documents required to be submitted electronically on the E-Portal and the following documents required to be submitted physically with the Authority are duly submitted: (a) power of attorney in the form and substance as specified in this RFP; (b) affidavit in the form and substance as specified in in this RFP; and (c) such other documents as required to be physically submitted in terms of the RFP.
- 23.** I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Project Agreement.
- 24.** We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for implementing the Project, and we certify that all information provided in the Bid and the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals. We shall make available to the Authority any additional information it may require to supplement or authenticate the Bid.
- 25.** The documents accompanying the Bid, required to be submitted in original as specified under the RFP or uploaded on the E-Portal, have been submitted as such in terms of the requirements as prescribed under the RFP.

26. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Financial Incentive is not allocated to me/us or our Bid is not opened or rejected.
27. The Financial Incentive has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Project Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
28. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
29. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Project Agreement.
30. I/ We hereby submit the Integrity Pact as per the format given in ANNEXURE-X of the RFP duly signed by the Authorised Signatory and it shall be part of the Project Agreement.
31. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
32. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents.
33. I/We undertake that the Financial Incentive will be utilized towards reimbursement of capital expenditure incurred towards the Project.
34. I/ We undertake that in the event the Authority, at any stage in the Project, finds or comes to know and become satisfied that eligibility under the Scheme and /or disbursement of incentives have been obtained by manipulation or misrepresentation or by furnishing of false information or the milestones for disbursement of the Financial Incentive have not been achieved, the Financial Incentive will be refunded to/recovered by the Authority along with interest calculated at twice the rate of 3 (three) years SBI MCLR.
35. I/We unconditionally represent that we are eligible to participate in this RFP in accordance with the Foreign Direct Investment Policy 2020 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, as may be amended from time to time and including Press Note 4 of 2019 and Press Note 3 of 2020.

**In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.**

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

**ANNEX-I to ANNEXURE-I**

**Particulars of the Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
1. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:  
(a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number:  
(f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:  
(a) Name:  
(b) Designation:  
(c) Address:  
(d) Phone Number:
5. In case of a Consortium:  
(a) The information above (1-4) should be provided for all the members of the Consortium.  
(b) A copy of the Joint Bidding Agreement, as envisaged under the RFP should be attached with the Bid.  
(c) Information regarding the role of each member of the Consortium should be provided as per table below:

S. No	Name of Member	Role	Percentage of equity in the Consortium
1			
2			
3			

**Note:** The role of each member of the Consortium, as may be determined by the Bidder, should be indicated in accordance with the RFP. The percentage of equity should be in accordance with RFP.

6. The following information shall also be provided for the Bidder, including each member of the Consortium:

<b>S. No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

**ANNEX-II to ANNEXURE-I**

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

**Ref.**  
**Date:**

**To,**  
.....  
.....  
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document. We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the Authorised Signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)  
For and on behalf of.....

\_\_\_\_\_  
Company Stamp

**ANNEXURE-II**

**Power of Attorney for signing of Bid**

**KNOW ALL MEN BY THESE PRESENTS**, We [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our Consortium 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 Bid for Seeking Financial support for setting up Coal/Lignite Gasification Project under Category I of the Scheme proposed or being developed by the [●] (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Project Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Project Agreement with the 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 [●] 2[●]**

For [●]  
(Signature, name, designation and address)

Witnesses:

1.

**(Notarised)**

2.

Accepted

.....

(Signature)

(Name, Title 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 Laws 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, if applicable.*

- ❖ *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ❖ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders 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.*



**ANNEXURE-III**

**Power of Attorney for Lead Member of Consortium (as applicable)**

**WHEREAS** the [●] (“**the Authority**”) has invited Bids from interested parties for the Seeking Financial support for setting up Coal/Lignite Gasification Project under Category I of the Scheme (the “**Project**”).

**WHEREAS**, [●], [●], and [●] (collectively the “**Consortium**”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

**WHEREAS**, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, [●] having our registered office at [●], M/s. [●] having our registered office at [●], and M/s. [●] having our registered office at [●] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s [●] having its registered office at [●] being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is allocated the Financial Incentive, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Project Agreement is entered into with the Authority.

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

**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●]**

For [●]  
(Signature)  
.....  
(Name & Title)

For [●]  
(Signature)

.....  
(Name & Title)

For [●]  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

.....  
(Executants)  
(To be executed by all the members of the Consortium)

**(Notarised)**

Notes:

- ❖ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws 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, if applicable.*
- ❖ *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ❖ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders 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.*

**ANNEXURE-IV**

**Joint Bidding Agreement (as applicable)**

*(To be executed on Stamp paper of appropriate value)*

**THIS JOINT BIDDING AGREEMENT** is entered into on this the [●] day of [●], 20[●]

**AMONGST**

1. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns); **AND**
2. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. [●] Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND, and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

**WHEREAS,**

- (A) The President of India represented by Ministry of Coal, Government of India (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Bids**”) by its Request for Proposal No. [●] dated [●] (the “**RFP**”) for selection of Bidder for development, augmentation, operation and management of the Coal/Lignite Gasification Project under Category I of the Scheme (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Selection Process for the Project.

- 2.2 The Parties hereby undertake to participate in the Selection Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Project Agreement with the Authority and for performing all its obligations as the Developer in terms of the Project Agreement for the Project.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Selection Process when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Financial member of the Consortium}; and
- (c) Party of the Third Part shall be the Financial member of the Consortium.

### **5. Joint and Several Liability**

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Project Agreement.

- 5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member.

### **6. Shareholding in the SPV**

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:  
Second Party:  
Third Party:

- 6.2 The Parties undertake that a minimum of 51% (Fifty-one per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the disbursement of 2<sup>nd</sup> (second) instalment for the Project under the Scheme, be held by the Parties of the First, {Second and Third} Part whose Net Worth have been reckoned for the purposes of qualification in terms of the RFP and any change in Control or transfer of the Project shall be as per the terms of the RFP and the Project Agreement.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Project Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the Applicable Laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect under the Project Agreement, in case the Financial Incentive is allocated to the Consortium. However, in case the Consortium is either not technically qualified for the Project or does not get selected for allocation of Financial Incentive, the Agreement will stand terminated.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by the Applicable Laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

**IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED**

For and on behalf of LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED**

For and on behalf of SECOND PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED**

For and on behalf of THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

**In the presence of:**

1. 2.

**Notes:**

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Laws 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.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**ANNEXURE-V**

**Letter comprising the Financial Bid**

*(On the Official letter head of the Bidder duly signed and stamped)*

(Date and Reference)

To,

.....  
.....  
.....

Dear Sir,

Subject: Financial Bid for development, augmentation, operation and management of the Coal/Lignite Gasification Project under Category I of the Scheme

I/We, [●] (Bidder's name) hereby commit to set up Coal/Lignite Gasification Project with a plant capacity of [●] MTPA of [●] (name of downstream product) which corresponds to [●] Nm<sup>3</sup>/hr output of syngas.

I/We, hereby commit to set up Coal/Lignite Gasification Project with a Capex of Rs [●] (Rupees [●]).

I/We, herewith submit the following Financial Bid for undertaking the Project in accordance with the Bidding Documents and the Project Agreement:

I/ We require a Financial Incentive of Rs [●] (Rupees [●]).

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

**Note:** *The Financial Bid is to be submitted strictly as per this format on the E-Portal only and in terms of the RFP.*

\_\_\_\_\_

(Signature) Name, Designation, Company Stamp

**ANNEXURE-VI**

**Declaration**

*(On the letterhead of the sole Bidder/each member of the Consortium submitting the Bid)*

1. We solemnly declare that neither we nor any of our director(s), CEO, principal officers, and other key managerial personnel are convicted by any court of law or are indicted or have received any adverse order from regulatory authority relating to a grave offence. **'Grave offence'** for this purpose shall include:
  - a) SEBI / RBI orders which directly relate to "Fraud" as defined under the provisions of the SEBI Act, 1992 / RBI Act, 1934 and any of the regulations made thereunder, each as amended from time to time;
  - b) SEBI orders which cast a doubt on the ability of the Bidder to implement the Project;
  - c) Any conviction by a court of law;
  - d) Where SEBI/RBI/other Statutory or Regulatory body has issued an order of prosecution against the Bidder, disqualification will arise only on conviction by court of law.
2. We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/or our Affiliates in respect of the Authority and/or its joint ventures or its subsidiaries or its Affiliates.
3. We further declare that neither we nor any of our Associate Companies have been issued a charge-sheet by any Governmental Authority or convicted by a court of law for any offence with regard to matters relating to the security and integrity of the country.
4. We further declare that neither we nor any of our Associate Companies, our director(s), CEO, or other key managerial personnel are under any investigation pending before any regulatory authority or other authority.
5. We declare that true, correct, and complete information as required is provided in the RFP, all related documents, including all annexures thereto.

Yours sincerely,

For and on behalf of: (name of the Interested Party/member of Consortium)

Signature: (Authorised Signatory)

Name of the Person: [●]

Designation: [●]

Place:

Date:

Company Stamp:

**Note:** *In case any Bidder is unable to give above undertaking in view of any conviction, indictment, order, or investigation as above, full details of the same shall be provided including names of persons involved, designation, charge/offence, ordering/ investigating agency, status/outcome etc. with supporting/ relevant documents. Any entity, which is disqualified from participating in the Transaction, shall not be allowed to remain associated with it or get*



*associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.*

**ANNEXURE-VII**

**Technical Details with respect to E-Portal**

**ANNEXURE-VIII**

**List of eligible products that qualify under this Scheme**

The eligible products that qualify under this scheme are listed below:

**Category I, Category II & Category III**

1st Derivative products from Syngas

- Synthetic Natural Gas
- Methanol
- Ethanol
- Ammonia
- DRI (Direct Reduced Iron)
- Di methyl Ether – DME
- Hydrogen
- Diesel

2<sup>nd</sup> Derivative products from 1st derivate

- Olefins
- Urea
- Formaldehyde
- Acetic Acid
- Ammonium Nitrate
- Ammonium Sulphates
- Methyl Methacrylate – MMA
- Chloromethane
- MTBE
- Monoethylene Glycol -MEG

**ANNEXURE-IX**

**Key Project Aspects/Terms of the Project (Indicative)**

*Please refer below to the indicative key terms in relation to the development of the Project. The Bidders should note that the key terms below are only indicative and are subject to detailing under the Project Agreement as may be required by the Authority, in view of which, the Authority reserves the right to amend, modify, detail any of the key terms specified below through the draft Project Agreement and the Selected Bidder agrees and acknowledges that any such modification, amendment and/or detailing has been/will be proposed by the Authority in order to protect its interests and to continue to be in compliance with the Applicable Laws.*

S. No.	Heads	Description
1.	<b>Security Provisions</b>	a) Subject to Applicable Laws, the Selected Bidder shall be entitled to create security by way of assignment of its rights under the Project Agreement for the purposes of financing the Project from a bank or financial institution and such security creation shall not require prior approval by the Authority or the Central Government; b) The Selected Bidder shall keep the Authority promptly informed about: (i) any default in its obligation under any arrangement with any bank or financial institution; and (ii) any action initiated by the bank or financial institution regarding enforcement of security; c) In case the Selected Bidder become insolvent/any insolvency proceedings admitted against the Bidder under the Applicable Laws after taking 1st installment, and the Project is not implemented, the Authority will have the right to recover the first installment money from the dead asset/capital of that coal gasification plant; d) The lead secured creditor (in case of consortium lending) or the secured creditor with the highest exposure (in case of multiple banking), shall be entitled to seek a substitution of the Selected Bidder by providing a written notice (the “ <b>Substitution Notice</b> ”) to the Authority; e) The Substitution Notice shall contain complete particulars of the proposed transferee (the “Selectee”), particulars of compliance of the Selectee with all the Eligibility Conditions, particulars of the debt due and such data and information as would be necessary and relevant for the Authority to decide as to the acceptability of the Selectee.
2.	<b>Compliance Conditions for the Selected Bidder/Developer</b>	a) Upon a Bidder being declared as the Selected Bidder, such Selected Bidder has to comply with the following conditions: <ol style="list-style-type: none"> <li>1. Financial closure shall mean (“<b>Financial Closure</b>”)                             <ul style="list-style-type: none"> <li>▪ In case the Selected Bidder is availing debt for the project, Selected Bidder should submit firm</li> </ul> </li> </ol>

S. No.	Heads	Description
		<p>sanction and loan documents executed with the Bank/FIs; or</p> <ul style="list-style-type: none"> <li>▪ In case the Selected Bidder is funding the project through equity, Selected Bidder should submit (i) firm commitment letter from the promoter, equity investor, duly approved by the Board of such entity supported by documents evidencing sufficiency of funds along with projected cash flows (ii) Board approved Equity commitment agreement from the Promoter or Equity investor (iii) Certificate from Statutory Auditor confirming availability of funds for infusion of equity including sources of such equity infusion.</li> </ul> <p>2. The Financial Closure shall be achieved within 2 (two) years from the date of execution of the Project Agreement or within such extended period, on a case-to-case basis, as approved by the committee. The Authority reserves the right to terminate the Project Agreement and cancel the Financial Incentive in case the above timelines are not met;</p> <p>b) The Selected Bidder should have demonstrated, to the satisfaction of the Authority, the compliance to each of the following to be entitled for the 1st (first) instalment of the Financial Incentive:</p> <ol style="list-style-type: none"> <li>1. Achievement of Financial Closure;</li> <li>2. Board-approved Detailed Project Report (DPR) and/or Techno Economic Viability (TEV) report, as the case may be.</li> <li>3. Copy of bank certified Escrow/Trust &amp; Retention Account (TRA) statement(s) showcasing equity contribution, disbursement of loan;</li> <li>4. Statutory auditor's certificate towards capital expenditure and means of finance, end use;</li> </ol> <p>c) The Selected Bidder should have demonstrated or submitted (as the case may be), to the satisfaction of the Authority, the compliance to each of the following to be entitled for the 2nd (second) instalment of the Financial Incentive:</p> <ol style="list-style-type: none"> <li>1. Technical report showing the total production achieved certified by the Independent Engineer, appointed by the Bidder at its own cost;</li> <li>2. Copy of bills and invoices of actual production and sale of products;</li> <li>3. Financial Statements certified by Statutory Auditor;</li> </ol>

S. No.	Heads	Description
		4. Statutory auditor's certificate towards capital expenditure and means of finance, end use.
<b>3.</b>	<b>End Product(s)</b>	<ul style="list-style-type: none"> <li>a) Project proponents have sole authority to decide on the downstream product(s).</li> <li>b) Any downstream product categorized as a 1st Derivative product may also be deemed as a 2<sup>nd</sup> Derivative downstream product, and vice versa.</li> <li>c) Flexibility to utilize the end-product(s) from the Project for any purpose including but not limited to captive consumption, including sale to affiliates and related parties, commercial sale and/or export.</li> <li>d) In case the Selected Bidder desires to change the downstream product(s) and opt for another product from the list of eligible products under the Scheme, the same shall be permissible with the prior written approval of the Authority. However, any such change should not result in lowering of the Capex, plant capacity and change in project timelines as committed at the time of submission of the Bid.</li> </ul>
<b>4.</b>	<b>Disbursement of Financial Incentive under the Scheme</b>	<ul style="list-style-type: none"> <li>a) For claiming Financial Incentive under the Scheme, Developer will be required to submit claims for disbursement of Financial Incentive on the E-Portal;</li> <li>b) The Developer must ensure that the claims are complete in all respects and are accompanied by all the required documents.</li> <li>c) The claims for disbursement of Financial Incentive shall be filed within 30 (thirty) days from the date when it falls due;</li> <li>d) Claims shall also be supported by a copy of bank certified Escrow/Trust &amp; Retention Account (TRA) statement(s) through which the payment to vendors has been done;</li> <li>e) For the verification purposes, PMA/Authority may also conduct site visit(s) to assess the Capex and plant operation progress;</li> <li>f) The Authority shall process claims for disbursement of Financial Incentive within 60 (sixty) days from the date of receipt of claims (including receipt of all clarifications, if any).</li> <li>g) After approval, the Financial Incentive will be disbursed by the Authority in the form of Direct Bank Transfer in Escrow/TRA Account held in the name of Developer only (details of which would be submitted by Developer).</li> <li>h) If the Authority, at any stage in the Project, finds or comes to know and become satisfied that eligibility under the Scheme and /or disbursement of Financial Incentive have been obtained by manipulation or misrepresentation or by furnishing of false information or the milestones for</li> </ul>

<b>S. No.</b>	<b>Heads</b>	<b>Description</b>
		disbursal of the Financial Incentive have not been achieved or the Financial Incentive has been diverted/mis-utilized, the Authority shall terminate the Project Agreement, cancel the Financial Incentive and reserves the right to seek refund/recover the entire Financial Incentive, along with interest calculated at twice the rate of 3 (three) years SBI MCLR prevailing on the date of disbursement, from the Developer, compounded annually, after giving an opportunity to the Developer of being heard by the Authority. Further such Developer shall not be eligible for any Financial Incentive under the Scheme in future.
<b>5.</b>	<b>Other Conditions</b>	<ul style="list-style-type: none"> <li>a) Entities may setup coal gasification plants at the pithead on the CBA land that will be provided on long-term lease basis;</li> <li>b) The Authority shall be empowered to conduct a financial, functional, and technical audit of the Selected Bidder/ Developer who has signed the Project Agreement for claiming Financial Incentive under the Scheme.</li> <li>c) The Project should be commissioned within the timeline, as approved in the DPR and in terms of the Project Agreement, not exceeding 5 years from date of signing Project Agreement, which may be extended up to a further period of 2 years in the event of any exigencies, only with the prior written approval of the Authority, failing which, the Authority shall cancel the Financial Incentive, terminate the Project Agreement and reserves the right to seek refund/recover the entire Financial Incentive along with interest calculated at twice the rate of 3 (three) years SBI MCLR prevailing on the date.</li> </ul>

## ANNEXURE-X

### Format of the Integrity Pact

This Integrity Pact made this [●] day of [●] between

Ministry of Coal, Government of India having its office at [●] (the “**Authority**” which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the ONE PART; and

[●] represented by [●], having its office/registered office at [●] (the “**Bidder**” which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder)

**WHEREAS** the Authority intends to invite Bids, through request for proposal document no. [●] dated [●] (the “**RFP**”) for Seeking Financial support for setting up Coal/Lignite Gasification Project (the “**Project**”). The Authority, while discharging its functions on business principles, values proper compliance with all relevant Applicable Laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders.

**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 Project Agreement to be entered into with a view to enabling the Authority to obtain the desired said stores/equipment/execution of works 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 Authority 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 Authority 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:

#### 1. **Commitments of the Authority**

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Developer, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all the Bidder/Developers alike, and will provide to all the Bidder/Developers the same information and will not provide any such information to any particular Bidder/Developer which could afford an advantage to that particular Bidder/Developer in comparison to other Bidder/Developers.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.



2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder/Developer to the Authority with full and verifiable facts and the same is *prima facie* found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

**3. Commitments of Bidder/Developers/Contractor.**

The Bidder/Developer commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The Bidder/Developer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Developer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Project or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.3 The Bidder/Developer has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.4 The Bidder/Developer shall, when presenting his bid, disclose the name and address of agents and representatives and Indian Bidder/Developer shall disclose their foreign principals or Affiliates.
- 3.5 The Bidder/Developer shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The Bidder/Developer further confirms and declares to the Authority that the Bidder/Developer is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of

- the contract to the Bidder/Developer, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.7 The Bidder/Developer, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.8 The Bidder/Developer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.9 The Bidder/Developer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.10 The Bidder/Developer shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/Developer also undertake to exercise due and adequate care lest any such information is divulged.
  - 3.11 The Bidder/Developer will inform the Authority: i) If he receives demand for an illegal/undue payment/benefit; ii) If he comes to know of any unethical or illegal payment/benefit; iii) If he makes any payment to any Authority's associate(s).
  - 3.12 The Bidder/Developer commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.13 The Bidder/Developer shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.14 If the Bidder/Developer or any employee of the Bidder/Developer or any person acting on behalf of the Bidder/Developer, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder/Developer's firm, the same shall be disclosed by the Bidder/Developer at the time of submission of Bid. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.
  - 3.15 The Bidder/Developer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
  - 3.16 That if the Bidder/Developer, during the bidding process or before signing of Project Agreement or during execution of the Project has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Developer into question, the Authority is entitled to disqualify him from the RFP or to terminate the Project Agreement for such reason and to debar the Bidder/Developer from participating in future bidding processes.

**4. Previous Transgression**

- 4.1 The Bidder/Developer declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder/Developers' exclusion from the RFP.
- 4.2 The Bidder/Developer agrees that if it makes incorrect statement on this subject, he can be disqualified from the RFP or the Project Agreement, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Developer undertakes to get this Integrity Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crores (Rupees Zero decimal five crores) and to submit the same to the Authority along with the RFP/Project Agreement before signing the Project Agreement.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Bidder/Developer, with the approval of the Authority after signing of the Project Agreement, and whose value of the work contribution exceeds Rs 0.5 crores (Rupees Zero decimal five crores) will be required to sign this Integrity Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the RFP all Bidder/Developer(s) who do not sign this Integrity Pact or violate its provisions or fails to get this Integrity Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Integrity Pact or violate its provisions or fails to get this Integrity Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

**5. Bank guarantee or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**

The Selected Bidder/Developer shall provide Performance Security in the form of cash transfer through RTGS/NEFT or bank guarantee, as per terms and conditions and details given in RFP.

**6. Sanctions for Violations/Disqualification from RFP and exclusion from future Contacts.**

- 6.1 Any breach of the aforesaid provisions by the Bidder/Developer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Developer) shall entitle the Authority to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder/Developer. However, the proceedings with the other Bidder/Developer(s) would continue.

- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder/Developer.
  - (iii) To recover all sums already paid by the Authority, and in case of an Indian Bidder/Developer with interest thereon at 2% higher than the prevailing MCLR of State Bank of India. If any outstanding payment is due to the Bidder/Developer from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder/Developer, in order to recover the payments, already made by the Authority, along with interest.
  - (v) To cancel all or any other Contracts with the Bidder/Developer. The Bidder/Developer shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Developer.
  - (vi) To debar the Bidder/Developer from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
  - (vii) To recover all sums paid in violation of this Integrity Pact by Bidder/Developer(s) to any middleman or agent or broker with a view to securing the contract.
  - (viii) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the Bidder/Developer, the same shall not be opened.
  - (ix) Forfeiture of Performance Security in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
  - (x) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 2 (two) times the Financial Incentive provision for the Project or the amount equivalent to Performance Security, whichever is higher.
  - (xi) That the Bidder/Developer agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Developer can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the RFP or termination of the Project Agreement after issuance of the Letter of Award has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Integrity Pact also on the Commission by the Bidder/Developer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Developer), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Developer applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely

considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Developer for first time default.

- 6.4 The decision of the Authority to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/Developer shall be final and conclusive on the Bidder/Developer.

**7. Allegations against Bidder /Developers/ Sub-Contractors/ Affiliates**

That if the Authority receives any information of conduct of a Bidder/ Developer or Sub-Contractor or of an employee or a representative or an Affiliate of a Bidder, Developer or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

**8. Facilitation of Investigation**

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

**9. Law and Place of Jurisdiction**

That this Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi, as applicable.

**10. Other Legal Actions**

- 10.1 That the changes and supplements as well as termination notices need to be made in writing.
- 10.2 That if the Selected Bidder / Developer is a Consortium, this Integrity Pact must be signed by all the members of the Consortium or their authorized representatives.

**11. Pact duration (Validity)**

- 11.1 That this Integrity Pact comes into force when both the parties have signed it. It expires for the Developer/sub-contractor 12 months after the final payment under the respective contract, and for all other Bidder/Developers 3 months after the Project Agreement is executed.
- 11.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified herein before, unless it is discharged/determined by the Designated Officer of the Authority.
- 11.3 That should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12. Company Code of Conduct**

The Bidder/Developers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

13. The parties hereby sign this Integrity Pact at [•] on [•].

---

(Signature) Name, Designation & Company Stamp

## ANNEXURE-XI

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

### Affidavit

I, [insert name], aged [insert age] years, resident of [insert address] working as an authorised signatory on behalf of [name of bidder] (the “**Bidder**”) hereby state as under:

1. I say that I am the [Insert designation of the deponent] of the Bidder. 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 [insert date of execution of Power of Attorney]. I am filing this Affidavit to place on record verification of facts and documents in connection with the selection process concerning [name of the Project].
2. The following documents are brought on record on the E-Portal or physically submitted with the Authority:
  - A. Documents submitted on the E-Portal**
    1. Letter comprising the Technical Bid as per ANNEXURE I of the RFP
    2. Power of Attorney as per ANNEXURE-II/III of the RFP
    3. Certified true copy of board resolution authorising execution of abovementioned Power of Attorney
    4. Certified extract of charter documents i.e. Memorandum of Association and Articles of Association
    5. Joint Bidding Agreement as per ANNEXURE-IV of the RFP (if applicable)
    6. Latest available audited balance sheet and profit and loss account
    7. Declaration as per ANNEXURE-VI of the RFP
    8. Copy of the Board Approved PFR/DPR
    9. Integrity pact as per ANNEXURE-X of the RFP
    10. This Affidavit as per ANNEXURE -XI of the RFP
    11. Net worth Certificate as per clause 2.2.2 and Appendix-B of the RFP
    12. [insert any other document submitted by the Bidder]
  - B. Documents submitted physically with the Authority**
    1. Letter comprising the Technical Bid as per ANNEXURE-I of the RFP
    2. Original Power of Attorney as per ANNEXURE-II/III of the RFP
    3. Certified true copy of board resolution authorising execution of abovementioned Power of Attorney
    4. Certified extract of charter documents i.e. Memorandum of Association and Articles of Association
    5. Joint Bidding Agreement as per ANNEXURE-IV of the RFP (if applicable)
    6. Copy of the Board Approved PFR/DPR
    7. Net worth Certificate as per clause 2.2.2 and Appendix-B of the RFP
    8. [insert any other document submitted by the Bidder]
3. For the purposes of clarification under Clause 4.2 of the RFP, the particulars of our Affiliates (as defined in the RFP), which are also participating in the Selection Process for

the Financial support for setting up Coal/Lignite Gasification Projects by Government PSUs under the Scheme of Ministry of Coal (Category I) are set-out below:

S. No.	Name of the Company	Corporate Identity Number (CIN)	Registered Office Address

4. I unconditionally represent that we have not and will not, directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as defined in RFP or enter to arrangement with a intent to form a cartel, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, central or state.
5. I/We unconditionally represent that we are eligible to participate in this RFP in accordance with the Foreign Direct Investment Policy 2020 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, as may be amended from time to time and including Press Note 4 of 2019 and Press Note 3 of 2020.
6. That nothing has been concealed in the information submitted as mentioned above and all documents and information (including any representation/statements) submitted as a part of our Bid are true and accurate and are in terms of the RFP.

**Solemnly affirmed and verified on this day of (month) 20 (Year) at (place).**

\_\_\_\_\_  
**(Signature)**  
**Name, Designation & Company Stamp**

**VERIFICATION**

I, [●], the [*Insert designation of the deponent*] of the Bidder above named, having my office at [●], do hereby solemnly declare that what is stated above are on the basis of the books and records of the Bidders, 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 on the day of (month) 20 (Year) at (place).

\_\_\_\_\_  
**Deponent**  
**(Signature) Name, Designation & Company Stamp**



**Appendix – A**

**Illustration of Selection Process**

<b>Parameters</b>		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	<b>Bidder 4</b>
Proposed plant capacity by the bidder (Nm <sup>3</sup> /hr)	A	100000	126000	110000	118000
Highest plant capacity received among all bidders (Nm <sup>3</sup> /hr)	B=Max{A}	126000	126000	126000	126000
<b>Plant capacity score</b>	<b>C= (A/B)*50%</b>	<b>0.40</b>	<b>0.50</b>	<b>0.44</b>	<b>0.47</b>
Capex of Project (Rs. Cr)	D	8500	12500	9800	11000
Eligible viability amount sought by the bidder (Rs. Cr.) (Lower of Rs. 1350 Crore or 15% of Capex)	E=Min (1350, D*15%)	1275	1350	1350	1350
Proposed viability amount sought by the bidder/Total Capex (%)	F=E/D	15%	11%	14%	12%
Lowest (%) of proposed viability amount sought as a percentage of its total Capex	G= Min{F}	11%	11%	11%	11%
<b>Viability amount score</b>	<b>H= (G/F)*40%</b>	<b>0.29</b>	<b>0.40</b>	<b>0.31</b>	<b>0.35</b>
Whether implementation of CCUS technology or zero CO <sub>2</sub> emission in the project	I= 10% if Yes, 0% if No	Yes	Yes	Yes	Yes
<b>Sustainability score</b>	<b>I</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>
<b>Bid Score</b>	<b>C+H+I</b>	<b>0.78</b>	<b>1.00</b>	<b>0.85</b>	<b>0.92</b>

- *The Bid Score calculation methodology as illustrated above.*

**Appendix – B**

**Methodology for Computation of Net Worth**

<b>Serial Number</b>	<b>Type of Entity</b>	<b>Net Worth Calculation</b>
1	In case of a Company	As per Method 1
2	In case of a Joint Venture Company	Consolidated net worth (as per Method 1) of those promoter companies shall be considered which provide support through their Corporate Guarantee
3	In case of a subsidiary company	Consolidated net worth of holding company shall be considered (to be computed as per Method 1), if supported by Corporate Guarantee from that holding company.
4	Other entities	As per Method 2
5	Unincorporated consortium or unincorporated joint venture of	
	a) Companies	As per Method 1
	b) Others	As per Method 2 for non-company consortium member(s) and as per Method 1 for company consortium member(s).
6	In case company is promoted by individual promoter(s)	Net worth of the company shall be computed as per Method 1. If supported by the guarantee from the individual promoter, net worth of individual promoter shall be included and computed as per Method 2.

**Methodology for Net worth computation under Method 1:**

Net worth shall be computed as defined in clause (57) of section 2 of the Companies Act,2013.

**Methodology for Net worth Computation under Method 2:**

By valuation of assets, on the following basis, namely:-

1. Investments in the name of the applicant (*Detailed list to be enclosed*)

- (a) Securities listed and quoted in Stock Exchange
- (i) Market value as on as on the date which is 15 (fifteen) days prior to the date of issuance/publication of the RFP;
  - (ii) Margin of 30% on market value as on date specified in sub-clause (i);
  - (iii) Net value of listed securities specified in sub-clauses (i) and (ii).
- (b) Unlisted Securities
- (i) Value as on the date which is 15 (fifteen) days prior to the date of issuance/publication of the RFP (Value to be computed as per Note 1. below)
  - (ii) Margin of 50% on value as per sub clause (i);
  - (iii) Net value of unlisted securities specified in sub-clauses (i) and (ii).
- (c) Other investments like PPF, NSC, bank deposits, company deposits and like other deposits, at current value as on the date which is 15 (fifteen) days prior to the date of issuance/publication of the RFP;
- (d) Total Net Investments= (a) (iii) + (b) (iii) + (c)
2. Land and building component of the fixed assets (*full details of such assets like survey number, location, address, extent of land and building to be furnished*) and-
- (i) Market value (to be computed as per Note 2. below);
  - (ii) Margin of 50% on market value specified in sub-clause (i);
  - (iii) Net value of such fixed assets specified in sub-clauses (i) and (ii).
3. Debtors outstanding for not more than 3 months + cash and bank balances.
4. Current Liabilities on the date which is 15 (fifteen) days prior to the date of issuance/publication of the RFP.
5. Long term liabilities on the date which is 15 (fifteen) days prior to the date of issuance/publication of the RFP.

$$\text{Net worth} = 1.(d) + 2.(iii) + 3. - (4. + 5.)$$

Notes:

1. Valuation of unlisted securities would be at “fair value” of the said securities, that is to say the average of the “break-up value” and the “earning value” and for this purpose, -
  - (a) the “break-up value” means the paid-up equity share capital and all reserves created out of the profits and securities premium account as reduced by the accumulated losses, deferred expenditure and miscellaneous expenditure not written off as per the latest audited balance sheet, but not including reserves created out of revaluation of assets, write-back of depreciation and amalgamation, divided by the number of equity shares of the investee company.
  - (b) the “earning value” means the value of an equity share computed by taking the average of profits after tax as reduced by the preference dividend and adjusted for extraordinary and non-recurring items, for the immediately preceding three years and further divided by the number of equity shares of the investee company and capitalised at the following rate, namely: -
    - (i) In case of predominantly manufacturing company, eight percent;
    - (ii) In case of predominantly trading company, ten percent;
    - (iii) In case of any other company, including an NBFC, twelve percent; and
    - (iv) If, an investee company is a loss-making company, the earning value will be taken at zero.
2. Valuation of fixed assets for the purpose of net worth shall be certified by Government approved valuers as per Companies (Registered Valuers and Valuation) Rules, 2017. The valuation shall not be more than 6 months old on the date of submission of the bid. Further, the valuation shall be capped at Circle Rate. Only those items of land and building that are in the name of the entity or proprietor shall be included under the head at sl. No. 2 above that is to say, Land and building component of the fixed assets. Those properties that are taken on lease shall not be included for computation of net worth. Fixed assets other than Land and Building shall not be included for the purpose of computation of net worth.
3. Details of items comprising investments, current assets, current liabilities and long-term liabilities shall be given separately.
4. Current assets should exclude loans to related entities, bad and doubtful debts and debts outstanding for more than 3 months, advance against capital assets, pledged securities or assets, prepaid expenses and also intangible assets.
5. Valuation of properties will be net of encumbrances with details of loan and other encumbrances, if any. Details of encumbrances, including ‘nil’ encumbrance, shall be supported by a certificate by the entity.
6. Company includes limited, private limited and limited liability partnerships (LLP).
7. In case the bidder is supported by an equity fund, net-worth shall be lower of assets under management of the equity fund and the amount of support by a legally binding document for supporting the entity to achieve the work program.

- 8.** In case of a bid submitted by a consortium, net worth of only those consortium members would be considered which have at least 11% stake in the consortium:

Provided that, when the Consortium is converted into a company registered under the Companies Act, 2013 as required by clause(f) of sub-regulation (6) of regulation 5 relating to CGD Authorisation, each of such member should hold not less than 11% shareholding in the company and shall continue to hold not less than 11% shareholding in the company till exclusivity from the purview of common carrier or contract carrier.

- 9.** In case an entity bids for more than one GA and if the net worth of the bidder as calculated by the Board is lower than the cumulative net worth required as per Regulation clause(e) of sub-regulation (6) of regulation 5 relating to CGD Authorization, then the bidder shall be considered to be qualified for certain GAs in the following order, unless specified otherwise by the bidder

First the GA having the highest population amongst the GAs bided by the entity. Thereafter, GA bided by the entity would be considered in the same sequence as these are appearing in List of GAs open for bidding published by the Board, provided the remaining net worth of the bidder is more than the minimum net worth requirement of the GA at next serial number else GA at subsequent serial number and so on shall be considered. This process shall continue till net worth of the bidder as calculated by the Board is available.

- 10.** Any certificate submitted along with the bid certified by a Chartered Accountants shall be considered only if accompanied by the Unique Document Identification Number (UDIN) generated on the UDIN portal of The Institute of Chartered Accountants of India.

- 11.** In case of bidding by unincorporated consortium, cross investment or holdings amongst the consortium partners will not be counted for the purpose of net worth evaluation.

- 12.** If the net worth criteria is fulfilled considering assets of any person other than a company, an affidavit should also be enclosed along with the net worth certificate, that all the assets considered in the net worth certificate are free from any encumbrance, charge, lien and liability and are owned and are in absolute control or possession of that person. Wherever there is any encumbrance or charge or lien or liability, the outstanding amount of loan or liability shall be reduced from the value of the asset against which such loan or liability exists. Further, any Income Tax demand or liability against the entity or any consortium partner should also be reduced from the assets, while calculating the net worth.