

**Ministry of Coal
Government of India
Nominated Authority**

REQUEST FOR PROPOSALS (RFP)

**SELECTION
OF
TRANSACTION ADVISOR**

Nominated Authority, Ministry of Coal, Government of India
Room No 120, F Wing, Shastri Bhawan, New Delhi 110001

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of the Nominated Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Nominated 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 proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nominated 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 Nominated 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.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. 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 law. The Nominated Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Nominated Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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.

The Nominated Authority also accepts no liability of any nature whether resulting from negligence or otherwise, that may arise from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Nominated Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Nominated Authority reserves the right to reject all or any of the proposal without assigning any reasons whatsoever.

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

F.No.NA-101/1/2014-NA
Ministry of Coal
Government of India

Room No.120, F Wing,
Shastri Bhawan, New Delhi 110001

RFP No.NA/2025/TA

Invitation and Notice for Request for Proposal (RFP)

Date: 06.04.2025

Notice: Request for Proposal (RFP) for Engagement of Transaction Advisor for auction/allotment of coal mines:-reg;

Nominated Authority, Ministry of Coal, Government of India is responsible for auction and allotment of Coal Mines. In this context, Nominated Authority plans to take services of a Transaction Advisor for auction/allotment of coal mines.

Proposals are invited from eligible consulting firms (herein referred as bidders) to support Nominated Authority, Ministry of Coal (MoC) in the process of auction/allotment of coal mines. Selected bidders will provide services in accordance with the Terms of Reference of this RFP (Request for Proposal).

RFP document will be uploaded on the website www.coal.nic.in and gem.gov.in. Important Information & tentative dates are given in the RFP. Interested Bidders are requested to submit their interest to the RFP on or before Proposal Due Date and time.

The Proposal must be submitted on electronic platform created by GEM, in accordance with the requirements specified in clause 5.2.

Introduction

1.1 Nominated Authority established under the Coal Mines (Special Provisions) Act, 2015 [hereinafter referred to as the “Authority”] intends to invite bid from the eligible bidders for working as Transaction Advisor in the process of auction/allotment of coal mines as per the terms and conditions of this RFP. The Bidder should be a Partnership Firm/ LLP / Company registered or incorporated under the relevant law and having operations in India.

Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

#	Activity	Details -Date/Time
1.	Name of the assignment	Engagement of Transaction Advisor for the process of auction/allotment of coal mines
2.	RFP Issue Date	T ₀
3.	Last Date of submission of Queries	T ₁₅ Queries on RFP to be submitted on E-mail [nomauthority.moc@nic.in]
4.	Pre-Proposal Conference	T ₂₀
5.	Release of response to queries	T ₂₅
6.	Last date & time for submission of Proposal (Proposal Due Date) (PDD)	T ₄₅
7.	Date & time for opening of Pre-qualification and Technical Proposal	T ₄₆
8.	Date & time for Presentation of Technical Proposal	T ₅₅
9.	Date & Time of opening of Financial proposal	T ₆₀
10.	Proposal Processing Fee (Non-Refundable)	NIL
11.	Proposal Security (Refundable)	INR 15,40,000/- (INR Fifteen lakhs Forty Thousand only) in form of Demand Draft/Bank Guarantee in favour of “PAO, Ministry of Coal” payable at New Delhi except Micro, Small and Medium Enterprises (MSMEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP). In the event of successful bidder, the Proposal Security shall be returned only after receipt of the Performance Bank Guarantee.
12.	Performance Bank Guarantee	5% of the total contract value after the award of contract. Performance Bank Guarantee

		should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.
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1.1 Background

- 1.1.1 The Supreme Court of India through its judgment dated August 25, 2014 read with its order dated September 24, 2014 (collectively the “**Supreme Court Judgment**”) had cancelled allotment of 204 coal blocks.
- 1.1.2 Subsequent to the Supreme Court Judgment, the Coal Mines (Special Provisions) Ordinance, 2014 was passed for auction and allotment of 204 coal blocks/ coal mines, allocation of which were cancelled pursuant to Supreme Court Judgment. The said Ordinance was replaced by the Coal Mines (Special Provisions) Second Ordinance, 2014 and thereafter by the Coal Mines (Special Provisions) Act, 2015 (hereinafter referred to as ‘CMSP Act’). The Coal Mines (Special Provisions) Rules, 2014 (hereinafter referred to as ‘CMSP Rules’) have been framed under CMSP Act specifying procedure for auction and allotment of the coal mines.
- 1.1.3 Pursuant to Section 6 of the Act, the Central Government appointed the Nominated Authority. In terms of Section 6(3) of the Act the Central Government is required to act through the Nominated Authority for conduct of the tender process.
- 1.1.4 Similarly, the Mines and Minerals (Development and Regulation) Act 1957, (hereinafter referred to as ‘MMDR Act’) as amended in 2015 provides for auction and allotment of coal blocks (except for the coal blocks covered under the CMSP Act). The Coal Block Allocation Rules, 2017 have been framed under MMDR Act specifying procedure for auction and allotment of the coal blocks.
- 1.1.5 The Nominated Authority under the CMSP Act and the Central Government under the MMDR Act are considering allotment and auction of coal mines and coal blocks for which a Transaction Advisor would be selected by the Nominated Authority under the instant RFP.
- 1.1.6 Accordingly, this RFP is being issued by the Central Government, through the Nominated Authority for selecting Transaction Advisor for assisting Nominated Authority in conduct of Tender process of coal mines under the CMSP Act and matters incidental thereto as well as for assisting the Central Government in conduct of Tender process of coal blocks under the MMDR Act and matters incidental thereto as indicated in Scope of Work at clause 2.

1.2 The Act and the Rules

- 1.2.1 Bidders are encouraged to familiarize themselves with the Acts, the Rules, the directions issued by central Government, previous Tender Documents, Coal Mine Production and Development Agreement, and other related documents.

1.3 Request for Proposals

The Nominated Authority invites proposals from interested firms (the “**Proposals**”) for selection of Transaction Advisor who shall provide the services to the Nominated Authority and the Central Government as described in the Scope of Work in clause 2 of RFP.

1.4 Due diligence by Bidders

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

1.5 Clarification & Pre-Proposal Conference

Pre-Proposal Conference of the Bidders shall be convened at the designated date, time, and place. Bidders requiring any clarification on the RFP may send their queries in writing (email) before the respective date, as mentioned in the beginning of the RFP. Following format is to be used:

Selection of RFP	Page No.	Clause as per RFP	Clarification sought

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Nominated Authority. The Nominated Authority shall endeavour 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.

Written copies of the Authority’s response (including a response of the query but without identifying the source of inquiry), if any, may be published on website [www.coal.nic.in]. No clarification from any other prospective bidder shall be entertained after the close of date and time for seeking clarification mentioned. It is further clarified that the Authority shall not entertain any correspondence regarding delay or non-receipt of clarification. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.6 Communications :- All communications including the submission of Proposal should be addressed to: The Nominated Authority,
120, F Wing, Shastri Bhawan, New Delhi – 110001,
Email:nomauthority.moc@nic.in

The Official Website is: www.coal.nic.in

- 1.7 Amendments to RFP:** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and on GeM portal. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.
- 1.8 Availability of RFP Document:** The RFP document fee is Nil. The soft copy may be downloaded from the department website [www.coal.nic.in] and website of GEM.
- 1.9 Validity of the Proposal:** The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").
- 1.10 Right to seek clarifications:** To facilitate evaluation of the Proposal, the Authority may, at its sole discretion, seek clarification from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 1.11 Payment:** All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.
- 1.12 Eligibility:** Bidders must carefully read the minimum conditions of eligibility provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 1.13 Evaluation of proposal:** Bidders are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 1.14 Submission of proposal:** The Bidder shall submit its Proposal in the form and manner specified in the RFP. The Technical Proposal and the Financial Proposal shall be submitted in the manner specified in the RFP. Upon selection, the bidder shall be required to enter into an agreement with the Authority as specified in this RFP.

1.15 Single proposal only: No Bidder shall submit more than one Proposal for the Consultancy. A Bidder shall not be entitled to submit another Proposal through any affiliated sister concerns or associated entities.

1.16 Cost of making proposal: The Bidders shall be responsible for all the costs associated with the preparation of their Proposal and their participation in the Selection Process including visits to the Authority, project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.17 Acknowledgement of an informed proposal: Bidders are encouraged to submit their respective Proposals after ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. It shall be deemed that by submitting the Proposal, the bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters.
- (d) satisfied itself about all matters, things, and information, including matters, necessary and required for submitting an informed proposal and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

1.18 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

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

1.20 Further, the Authority also reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, 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 Proposal.

1.21 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposal have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next two best Bidders, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2. Scope of Work

2.1 Advisory role:

- i) **Advice on Market:** The Transaction Advisor will advise Nominated Authority on the current market situation in various sectors including Power, Iron & Steel and other non-regulated sectors etc. so as to assess the suitability of various terms and conditions in the tender document of agreement document.
- ii) **Advice on interpretation of various financial terms and conditions in the Tender and Agreement:** The Transaction Advisor will advise the Nominated Authority on requests by various parties about interpretation or alteration of terms and conditions of agreement post the agreement.
- iii) **Advice on new concepts of auctions and allotment:** The Transaction Advisor will advise Nominated Authority on the emerging and new concepts of Auction/Allotment of blocks for e.g. On Prospecting-cum-Mining Lease basis, auction for prospecting only etc. based on current practices in the Industry. It will also include assisting Nominated Authority in bring out concept papers relating to the above.
- iv) To advise and assist the Nominated Authority in Selection of Transaction Advisor s/experts in technical, financial, legal, valuation and other matters as may be necessary in discharge of functions by the Nominated Authority .
- v) The Transaction Advisor will advise Nominated Authority on other issues related to the Auction/Allotment having a bearing on the framing of policy related to Auction/Allotment of Coal Blocks.
- vi) The Transaction Advisor will also advice and do the preparatory work like collections of data, preparations of presentation on policy issues for the committees formed by Nominated Authority/Central Government on policy issues related to Auction/ Allotment of coal block.
- vii) Assist the Nominated Authority and/or Scrutiny Committee for monitoring compliance with the efficiency parameters stipulated in the CMDPA/ Allotment Agreement and other matters related to operationalization of coal blocks.
- viii) Assist the Nominated Authority in relation to the coal mines/blocks allocated earlier by the Nominated Authority/Central Government till date.

2.2 Pre and post Tender Activities:

A. Pre-tender activities:

- i) Undertaking sector-specific industry analysis including demand-supply scenario, pricing scenario etc.
- ii) Formulation of Mine specific tender documents & CMDPA/Vesting Order and other process including timeline, bid parameter, key terms & conditions etc.
- iii) Assisting the Nominated Authority in conducting stakeholders' conference and providing feedback on comments received from the

stakeholders.

- iv) Finalization of auction/ allotment process after due consultation with stakeholders

B. Post-tender activities:

- i) Assist the Nominated Authority in matters pertaining to compliance with tender/ allotment conditions such as surrender of coal linkage by Successful Bidders, escalation of Final Price Offers/ Reserve Price etc.
- ii) Assist the Nominated Authority in claim settlement process including scrutinizing the claims received, conducting meetings with the claimants, determining the admissibility of claims received etc.
- iii) Assist the Nominated Authority in execution of Amendment Agreements, if any and issuance of corrigendum to the Vesting/Allotment Order, if any
- iv) Assist the Nominated Authority in any other matter required for the accomplishment of his duties.

C. Tender Activities:

- i) To assist the Nominated Authority in allotment and auctioning of coal mines in the timeframe as may be prescribed.
- ii) To assist the Nominated Authority in finalising the reserve price/floor price based on the methodology/formulae provided by CMPDIL/MoC for this purpose.
- iii) To co-ordinate with the technical consultants / experts for the purpose of verification of the technical details of the coal blocks on the basis of information available in Geological Report (GR), Mine Plan, Mining Lease Deeds and any other similar document/information available in respect of the block.
- iv) To assist the Nominated Authority/ Technical Evaluation Committee in evaluation of techno-commercial bids, short list qualified bidders and to also arrange presentation of techno-commercial comparative statements and their appraisal to the Nominated Authority. To assist the Nominated Authority in supervising the e-auction/allotment process.
- v) Drafting of Mine specific tender documents & CMDPA/Vesting Order/Allotment Order and amendments based on standard operating procedures in line with the finalized auction/ allotment process.
- vi) Drafting of CMDPA/ Allotment Agreement in line with the finalised auction/ allotment process.
- vii) Assist the Nominated Authority in conducting pre-bid meeting.
- viii) Assist the Nominated Authority in compilation of responses to the queries raised by the bidders/ Bidders.
- ix) Issuance of corrigendum/ addendum to the Tender/ Allotment Document, if any.
- x) To advise and assist the Nominated Authority in selection of consultants/experts in technical, financial, legal, valuation and other matters

- as may be necessary in discharge of functions by the Nominated Authority.
- xi) Assist the Nominated Authority in execution of the CMDPA/ Allotment Agreement.
 - xii) Assist the Nominated Authority for issuance of Vesting/ Allotment Order.

3. Consultancy Team- Transaction Advisor

3.1 The TA shall form a team for undertaking the assignment. The TA Team shall consist of experts who have the requisite qualifications and experience. The Personnel whose experience and responsibilities are mentioned herein would be considered for evaluation of the Technical Proposal.

3.2 The Consultant shall maintain the time sheet/ attendance sheet of the working of all Personnel in the office.

3.3 Transaction Advisor Team will consist of following Personnel:

#	Position	No. Of Personnel	Qualifications & Experience	Commitment
1.	Head-Advisor	One	MBA(Finance) having 10+ years of work-experience in coal/mining/oil and gas/Energy sector for similar assignment	100% (full time)
2.	Sector Expert/Associate	One	MBA(Finance) having 7+ years of work-experience in coal/mining/oil and gas/Energy sector for similar assignment	100% (full time)
3.	Associate legal Consultant	One	LLB or Bachelor of Law with 3+ years of experience in handling similar issues.	50% (part-time)

3.4 The agency shall be required to deploy two key member's on a daily basis in the O/o Nominated Authority, however their legal associate shall be allowed to work from his office or may be called on requirement basis, as per directions of the Office of Nominated Authority.

3.5 The Key personnel shall not be of the age more than 50 years.

3.6 In case the Consultant leaves the assignment at any stage without fulfilling the given targets, the Performance Bank Guarantee submitted by the Consultant shall be forfeited.

4. Time and Payment Schedule

4.1 Total duration for the Consultancy shall initially be for a period of two year, which can be extended for another period of one year. The duration of the Consultancy may be extended at the mutual consent of both parties.

4.2 The Bidder shall **quote the price per coal mine basis** for each allotment/allocation of a coal mine. Payment for the allocation of a coal mine shall be made 100% only upon the

issuance of an allocation/vesting order by the Office of the Nominated Authority.

- 4.3 In case of direct allocation of coal mine through allotment route, the payment to agency shall be restricted to ¼ of the fee quoted in clause 4.2.

5. Brief description of the Selection Process

- 5.1 The Authority has adopted a two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising of:
- i) Technical Proposal; and
 - ii) Financial Proposal.
- 5.2 The Bidders have to submit two separate Proposals – containing technical proposal and financial proposal on GeM portal respectively.
- 5.3 After Proposal Due Date, in the first stage, only Technical Proposal of all the Bidders will be opened, and a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed Bidders shall be prepared.
- 5.4 In the second stage, Financial Proposal of only Technically Qualified Bidders shall be opened and financial evaluation will be carried out.

6. Conditions of Eligibility: Qualification criteria

- 6.1. To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following :-

#	Requirement	Supporting documents to be provided
a)	The Bidder should be a Partnership Firm/ LLP / Company registered or incorporated under the relevant law and having operations in India.	Certificate of incorporation/ Registration
b)	A note on legal Status of the bidder, introduction of the bidder, background, registrations, and details of operations. Contained in maximum of two A4 pages.	Information to be given in bidder's letter head.
c)	The Bidder should not be currently blacklisted by the Central Government, any State Government/ UT, a Statutory Authority, or a Public- Sector Undertaking, from participating in any consulting assignment in last three years.	Undertaking in form of affidavit (notarized)
d)	The Bidder should have turnover of INR 5 crore/ year in last 3 financial years preceding the Proposal Due Date.	CA's Certificate
e)	The Bidder signing the proposal on behalf of the bidder should submit a Power of Attorney obtained from the bidder.	Power of Attorney along with Board resolution (notarized)

f)	Curriculum vitae of all the team members recently signed and dated, by the respective Personnel/ bidder. Photocopy or unsigned/ countersigned CVs shall be rejected	CVs
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6.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

(a) **Technical Capacity:** The Bidder shall have, over the past 3 (three) years preceding the proposal due date (PDD), undertaken minimum of **one** eligible assignment as specified in 8.4(i) & 8.4(2).

(b) **Financial Capacity:**

The Bidder should have a minimum turnover of INR 5 crore/ year in the last 3 years immediately preceding the PDD.

6.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposal must be properly signed by the authorized representative as detailed below:

- (a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (c) A copy of the Power of Attorney along with a board resolution copy, if any certified by a notary public in the form specified shall accompany the Proposal.

6.4 Bidders shall submit the technical proposal. Incomplete proposals will be rejected. While submitting the Proposal, the Bidder shall, in particular, ensure that: -

- (a) The Proposal Security is provided;
- (b) All forms are submitted and **signed** by the prescribed signatories;
- (c) Power of attorney along with Board resolution, if applicable, is executed as per Applicable Laws(notarized copy);
- (d) CVs of all the proposed Personnel have been included;
- (e) Personnel have been proposed only if they meet the Conditions of Eligibility;
- (f) No alternative proposal for any Personnel is being made and only one CV for each position has been furnished.
- (g) CVs have been recently signed and dated, by the respective Personnel/ bidder. Photocopy or unsigned/ countersigned CVs shall be rejected;

(h) Assignments similar to Scope of work undertaken by the bidder,

- 6.5 If an individual Personnel makes a false statement regarding his qualification, experience, or other particulars, S/He shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to be cancelled at such an event.
- 6.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 6.7 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response of the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 6.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate Proposal Security or Performance Security, as the case may be and if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

Financial Proposal

6.9 Bidders shall submit the financial proposal in the formats provided (**the "Financial Proposal") and** clearly indicating the total COST per successful allotment of coal mine in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

6.10 The total quoted price shall be:-

- (i) The Bidder shall quote for services on per successful allotment through auction process of coal mine basis.

**Financial Proposal (FP) cost per successful allotment of coal mine for 24 months=
SF**

6.11 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, printing of documents, etc.
- (ii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (iii) The Goods and Services Tax as applicable from time to time shall be payable by the Authority/ Central Government on the total fee. Costs shall be expressed in Indian Rupees (INR).
- (iv) TDS as applicable shall be deducted as per Rules.

7. Submission of Proposal

- 7.1 The Bidders shall submit the Proposals online on GeM portal. Proposal should be submitted by PDD specified.
- 7.2 Each page of the submission shall have initials by the Authorized Representative of the Bidder as per the terms of this RFP.
- 7.3 Firms will have to deposit a Proposal Security in the offline mode only. The bidder should enclose Proposal Security, valid for 3 months from the due date of RFP.
- 7.4 The Proposal Security in closed envelope with Bidder name on it must be submitted as prescribed in the tender document.
- 7.5 The Selected Bidder's Proposal Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 7.6 Any Proposal not accompanied by the Proposal Security shall be rejected by the Authority as non-responsive. The Authority shall not be liable to pay any interest on the Proposal Security and the same shall be interest free.
- 7.7 The Bidders should submit the Proposals as per the format specified in this RFP document.
 - a) Pre-Qualification and Technical Proposal
 - b) Financial Proposal
 - c) The failure to comply shall lead to rejection of Proposals. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
 - d) The proposal shall be typed with no corrections. The Proposal needs to be signed/digitally signed.

- 7.8 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 7.9 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 7.10 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum, uniformly for all Bidders.
- 7.11 Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.
- 7.12 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by the Authority under the following conditions:-
- (a) If a Bidder submits a non-responsive Proposal;
 - (b) If a Bidder engages in any of the Prohibited Practices specified in this RFP;
 - (c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the, Bidder from time to time;
 - (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified, or
 - (e) If the Bidder is found to have a Conflict of Interest as specified.

8. Criteria for Evaluation of Technical Proposals

8.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience and the experience of its Personnel. Thereafter, the Technical Proposals shall be ranked as per score achieved by them, from highest to the lowest technical score (ST). The scoring criteria to be used for evaluation shall be as follows:-

#	Parameter	Max. Marks	Criteria/ Details
1.	Experience of Bidder in carrying out successful auctions	30	(i) Evaluation of the experience of the applicant shall be made on the basis of the total number of blocks successfully auctioned in Coal sector or Mineral sector or Oil & Natural Gas sector. (ii) Applicant with experience of successful auction of 10 or more number of blocks will be awarded the maximum marks i.e. 30 marks. Other applicants will be awarded marks proportional to number of

			successfully auctioned blocks, between 10 marks and 30 marks. (i.e. For every successful auction applicant will get 02 marks over 10 marks and up to 30 marks). (Documentary evidence shall be submitted)
2.	Experience of the Bidder in rendering advisory services	40	(i) Evaluation of the experience of the Bidder shall be made on the basis of the total annual turnover in 3 years preceding the Proposal Due Date (ii) Bidder with the highest turnover will get maximum marks and the remaining Bidders with lower turnover will get proportional marks. (Documentary evidence shall be submitted)
3.	Presentation before the evaluation committee	20	Presentation shall be made by the Bidder to demonstrate its understanding of the Coal Sector, the tools and methodologies it can offer for carrying out successful auctions and for rendering advisory services.
4	Evaluation of the Team members	10	Presentation of CVs of key personnel who will be carrying out successful auction and rendering advisory services.

8.2 Eligible Assignments

- i. **Auction Services:** For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, auction assignments granted by the governments, regulatory commissions, tribunals, multilateral agencies, statutory authorities or public sector entities, as the case may be, for the assignment(s) undertaken in the coal sector or major mineral sector or Oil and Natural gas sector in terms of number of blocks successfully auctioned shall be deemed as eligible assignments (the “**Eligible Assignments**”)
- ii. **Advisory Services:** For the purposes of satisfying the Conditions of Eligibility under this RFP, advisory/ consultancy assignments granted by the governments, regulatory commissions, tribunals, multilateral agencies, statutory authorities or public sector entities in respect of estimation of mineral resources or valuation or mine planning, auctions and allotment of mineral resources, preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, in the coal sector or major mineral sector or Oil and Natural gas sector as the case may be, shall be deemed as eligible assignments.
- iii. For the purpose of computing, the successful assignments undertaken in the Coal, Mineral & Oil and Natural Gas sectors will be treated equally.

9. Evaluation of Financial Proposal

9.1 In the second stage, the Financial Proposal of only those Bidders, whose Technical Proposal score 70 points or more out of 100 will be opened and financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF).

9.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

9.3 The Authority will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (LFP) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times LFP/F \quad (\text{where, } F = \text{amount of Financial Proposal})$$

10. Final Evaluation

10.1 Bids will finally be ranked according to their combined technical scores (ST) and financial scores (SF) as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Bid and Financial Bid that shall be 0.5 and 0.5 respectively.

10.2 The Selected Bidder shall be the Bidder having the highest combined score. The second highest Bidder shall be kept in reserve and may be invited by the Nominated Authority in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements

11. Confidentiality

11.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law 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 law or in connection with any legal process.

11.2 The Consultant or its Personnel shall not, either during the term or within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project("Confidential Information"), without the prior written consent of the Authority.

12. Appointment of Consultant

12.1 The Authority will not normally consider any request of the Selected Bidder for substitution of any Personnel as the ranking of the Bidder is based on the evaluation of the Personnel, and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided/ substituted to the satisfaction of the Authority.

12.2 If need arises, for replacing the selected manpower, the same initial process of selection as laid down in the RFP will be followed.

12.3 The Authority expects the Personnel to be available during implementation of the Agreement. The Authority will not consider the substitution of Personnel except for reasons of any incapacity or due to health or upon promotion of the personnel in its organization or resignation of the personnel from its organization. Such substitutions shall be limited to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

12.4 The Authority, at any point in time during the period of Consultancy, and at its sole discretion may direct the Consultant to substitute any Personnel without any monetary ramification or any other form of obligation on the Authority.

12.5 The Personnel may not be allowed to take leave for a period exceeding 3 days without the prior approval of the Authority, and the Personnel shall ensure that any absence on leave will not delay the progress and quality of the services.

13. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.

14. Award of Consultancy

- 14.1 After selection, a Letter of Award (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 for confirmation of their selection by O/O NA. 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, appropriate the Proposal Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be given offer to match L-1 Price.
- 14.2 After acknowledgment of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 14.3 The Consultant shall commence work at the offices provided for them by the Authority "the Project Office" within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified or commence the assignment as specified herein, the Authority may invite the next two highest ranked Bidders for negotiations. In such an event, the Proposal Security of the first ranked Bidder shall be forfeited and appropriated.
- 14.4 All documents and other information provided by the Authority before or during the project or submitted by a Bidder to the authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential.
- 14.5 The Authority will not return any proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority and shall be treated as strictly confidential.

15. Conflict of Interest

15.1 Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties.

15.2 Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- b. after the termination of this Contact, within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and its Personnel; any

information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project ("Confidential Information"), without the prior written consent of the Authority.

- 15.3 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times holds the Authority interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 15.4 If another team of the consultant firm is supporting a coal block/ mine allocatee, in some other assignment, facilitation/ monitoring support provided to the allocatee as part of this project will not be considered as conflict of interest as this project is also facilitative in nature with the objective of expediting coal block operationalization.
- 15.5 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Proposal Security or Performance Security, as the case may be and if available, as mutually agreed genuine compensation and damages payable to the Authority for, *inter-alia*, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

16. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

Without prejudice to the rights of Authority and the rights and remedies which Authority may have under the LOA, if a Bidder, as the case may be, is found by 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, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 (three) years from the date such Bidder, as the case may be, is found by Authority to have directly 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. For the purposes of this Clause, 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 action 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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the project or the LOA, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the project;
- b) "fraudulent practice" means a misrepresentation or omission 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 persons 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 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.

17. Miscellaneous

17.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

17.2 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) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- (d) 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.

17.3 It shall be deemed that by submitting the Proposal, 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 herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

17.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

17.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Annexures

Format for Technical Proposal

[To be submitted on Company's/ Partnership Letterhead of the Bidder]

Date:.....

To,

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

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

Dear Sir,

With reference to your GeM Bid No-..... dated [insert date], I, having examined the RFP and understood their contents, hereby submit my Technical Proposal for the **Appointment of Transaction Advisor for Nominated Authority and Ministry of Coal**. The Proposal is unconditional and unqualified.

1. I have reviewed the terms of the RFP and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof. Capitalised expressions used in this letter have the same meaning as ascribed thereto in the RFP.
2. I acknowledge that the Nominated Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction Advisor, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as Transaction Advisor for the **Nominated Authority and Ministry of Coal**.
4. I shall make available to the Nominated Authority any additional information it may find necessary or require to supplement or to authenticate the Proposal.
5. I acknowledge the right of the Nominated Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
6. I declare that:
 - a) I have examined and understood the Act and the Rules;
 - b) I have examined and have no reservations to the RFP, including any addendum and/or corrigendum issued by the Nominated Authority;

- c) I have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as defined in clause 8 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Nominated Authority or any other public sector enterprise or any government, central or state;and
- d) I hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice;
- e) I inform that following disputes pending before following authority relating to non- performance or breach of any agreement or expulsion from any project of the Bidder or its associates:
 - i. [Insert separate clauses for description of each pending dispute]
- f) I hereby confirm that we satisfy all the Eligibility Conditions prescribed in the RFP. Specific confirmations with respect to our compliance with the Eligibility Conditions are provided below:
 - i. [Insert separate clauses for compliance with each of the Eligibility Conditions listed in clause 6.1 of the RFP and attach relevant documents to evidence such compliance, including certificates as required from secured creditors and/or statutory auditors].
- 7. I understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Transaction Advisor, without incurring any liability to the Bidders, in accordance with the RFP.
- 8. I unconditionally represent that we meet all the Eligibility Conditions as specified in the RFP.
- 9. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nominated Authority in connection with the selection of the Transaction Advisor, or in connection with the selection process itself, in respect of the terms and implementation thereof.
- 10. In the event of my being declared as the Transaction Advisor, I agree to enter into an Agreement in accordance with the RFP and pay such amounts and provide such security as required therein.
- 11. I agree and understand that the Proposal is subject to the provisions of the RFP. In no case, I shall have any claim or right of whatsoever nature if the Coal Mine is not awarded to me or my Proposal is not opened or rejected.
- 12. I am enclosing herewith Particulars of the Bidder, CVs of all Key Personnel, abstract of Eligible Assignments and experience.

13. I would ensure that all documents required to be submitted electronically on the GeM Bid Portal for selection of Transaction Advisor and the following documents required to be submitted physically with the Office of Nominated Authority:
 - (a) power of attorney along with Board resolution (notarized copy), if any as specified in RFP; and
 - (b) EMD/Proposal Security as specified in RFP.
14. I shall keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP or such extended duration as may be agreed with the Nominated Authority
15. I hereby acknowledge that if I submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the law for the time being in force.

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

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Date: Place:

Format for Financial Proposal

[To be submitted on Company's/ Partnership Letterhead of the Bidder]

Date:

To,

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

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

Ref: GeM Bid No-..... dated

Dear Sir,

I.....(Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Transaction Advisor for above mentioned project.

Quote for total cost of the TA for 24 months (in INR) ---- (in both figures and words).

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

Sincerely,

.....

Signature of Authorised Signatory

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