

**Reference No.: BCCL/WCD/25/60**

**Date: 27.09.2025**

**REQUEST FOR PROPOSAL  
FOR SELECTION OF WASHERY DEVELOPER & OPERATOR  
FOR THE WORK OF  
DESIGN, BUILD/ RENOVATION, OPERATION & MAINTENANCE  
OF  
THE SUDAMDIH COAL WASHERY WITH CAPACITY OF 1.6 MTPA AT  
DHANBAD, JHARKHAND  
ON  
BUILD/ RENOVATION, OPERATION, MAINTENANCE AND TRANSFER MODEL**



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(A SUBSIDIARY OF COAL INDIA LIMITED – A MAHARATNA COMPANY)  
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### **Important Notice**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), by or on behalf of Bharat Coking Coal Limited (“**BCCL**”) or any of BCCL’s authorized representatives, is provided to Bidder(s) 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 neither an agreement, nor an offer by BCCL to the prospective Bidders or any other Person. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing their bid pursuant to this RFP and all other documents which the Bidder is required to submit under the RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by BCCL in relation to the Project. 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 BCCL, its authorized representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BCCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BCCL, its authorized representatives, 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in relation to the Bidding Process or award process.

This RFP, along with its Annexures, is not transferable. The RFP and the information contained therein, are to be used only by a prospective Bidder to whom, it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). In the event that the recipient does not continue with its involvement in the work in accordance with this RFP, this RFP document shall be kept confidential.

BCCL accepts no liability of any nature whether resulting from negligence and/or omission to review any addendum/ corrigendum, or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP. It is the responsibility of the Bidders to make their own assessments while preparing their proposals/Bids.

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

BCCL reserves the right to accept or reject any or all of the Bids; qualify or disqualify any or all Bidders, without giving any reason and is not obliged to correspond with any Bidder in this regard. Further, BCCL reserves the right to relax, change, review, revise and/or cancel the criteria set out herein and the Bidding Process, at any time, without assigning any reason whatsoever. The RFP and invitation does not give rise to any right in rem and is not an offer or invitation to offer.

The Bidder shall bear all 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 BCCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BCCL 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process. BCCL shall not entertain any claim for expenses in relation to the preparation of any Bid pursuant hereto.

BCCL, at its absolute discretion, reserves the right to modify any proposed terms and conditions set out in the RFP as necessary, including but not limited to cancelling/ withdrawing the RFP, and/ or cancelling/ withdrawing the Project under this RFP to meet its objectives and principles or even otherwise.

This RFP has been designed so that the Bidders follow a step-by-step process from Bid preparation to submission to evaluation and award. Each prospective Bidder shall conduct its own research and analysis, check the accuracy, reliability and completeness of the information provided in this RFP.

## **Abbreviations**

BCCL	Bharat Coking Coal Limited
CIL	Coal India Limited
FSA	Fuel Supply Agreement
FY	Financial Year
GoI	Government of India
IST	Indian Standard Time
LOI	Letter of Intent
NRS	Non-Regulated Sector
MOC	Ministry of Coal
MTPA	Million Tonnes Per Annum
NIT	Notice Inviting Tender
RFP	Request For Proposal
TEC	Technical Evaluation Committee
WDO	Washery Developer and Operator

## Table of Contents

Important Notice .....	2
Abbreviations .....	4
Definitions .....	7
Chapter 2 Introduction .....	12
Chapter 3 Sudamdih Coal Washery .....	15
Chapter 4 Transaction Structure .....	19
Chapter 5 Obligations Of BCCL .....	21
Chapter 6 Obligations of Successful Bidder/ WDO .....	22
Chapter 7 Eligibility Conditions .....	24
Chapter 8 Bidding Process .....	26
Chapter 9 General Instruction to Bidders .....	47
Chapter 10 Bid Security and Process Fee .....	51
Chapter 11 Performance Security under Transaction Agreements .....	53
Chapter 12 Payments by Successful Bidder .....	56
Chapter 13 Change in Control and Transfer .....	58
Chapter 14 Fraud and Corrupt Practices .....	61
Chapter 15 Pre-Bid Conference .....	63
Chapter 16 Miscellaneous .....	64
Annexure I Letter Comprising Technical Bid .....	67
Annexure II Statutory Auditor Certificate – Financial Criteria .....	73
Annexure III Documents to be Submitted against FSA .....	74
Annexure IV Format of Power of Attorney .....	77
Annexure V Format of Bank Guarantee for Bid Security .....	79
Annexure VI Format for Non-Disclosure Undertaking .....	82
Annexure VII Format for Affidavit-Cum-Undertaking .....	86
Annexure VIII Format of Queries .....	88
Annexure IX Letter of Authorization for Undertaking Site Visit and accessing Data Room .....	89
Annexure X Integrity Pact .....	90
Annexure XI Deed of Adherence .....	94
Annexure XII Consumption Norms .....	96
Annexure XIII Format of Letter of Intent .....	97
Annexure XIV Modalities for Banning/ Blacklisting of NRS Consumers for Misutilization/ Misdirection of Coal .....	99
Annexure XV Electronic Platform Guidelines .....	102
Annexure XVI Process Flow Chart .....	103
Annexure XVII Details of Coal Linkage .....	104
Annexure XVIII Washery Development & Operations Agreement .....	98
Annexure XIX Fuel Supply Agreement .....	99
Annexure XX Schedule of Encumbrances .....	100
Annexure XXI Self-Certificate for Captive Coal Mine .....	101
Annexure XXII Lease Rental Schedule (Indicative) .....	103
ANNEXURE- XXIV Joint Bidding Agreement (as applicable) .....	106
(To be executed on Stamp paper of appropriate value) .....	106
ANNEXURE-XXV Declaration of the bidder at the time of execution of FSA .....	110

## Definitions

### 1.1 Definitions

- 1.1.1 **“Acceptable Bank”** shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, as amended, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks.
- 1.1.2 **“Adjustment”** shall have the meaning ascribed to such term in Clause 8.8.2(a).
- 1.1.3 **“Affiliate”** means with respect to a Bidder, a Person who, directly or indirectly: (i) Controls such Bidder; (ii) is Controlled by such Bidder; (iii) is Controlled by the same Person, who directly or indirectly, controls such Bidder; or (iv) is an Associate Company of such Bidder.
- 1.1.4 **“Allocated Quantity”** shall have the meaning ascribed to such term in Clause 8.8.1(m).
- 1.1.5 **“Applicable Law”** means all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and/ or other requirements or official directives of any governmental authority or court or other rules or regulations, approvals from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 1.1.6 **“Approved Mine Plan”** shall mean a mine plan which has been approved in accordance with the Applicable Laws in relation to the captive coal mine.
- 1.1.7 **“Authorised Signatory”** shall mean the individual representing a Bidder who has been duly authorised on behalf of such Bidder to (i) use the Bidder’s digital signature certificate; (ii) execute and submit the Bid on behalf of the Bidder; (iii) sign the Affidavit cum undertaking set out in Annexure VII and the power of attorney set out in Annexure IV and Annexure XXIII (if applicable), on behalf of the Bidder; and (iv) execute and submit such other documents as may be deemed necessary, in accordance with the terms hereof.
- 1.1.8 **“Associate Company”** has the meaning ascribed to the term ‘associate company’ in clause (6) of section 2 of the Companies Act, 2013, as amended.
- 1.1.9 **“BCCL” or “Authority”** shall mean Bharat Coking Coal Limited.
- 1.1.10 **“Bid”** shall mean the Technical Bid and Financial Bid submitted by a Bidder pursuant to this RFP.
- 1.1.11 **“Bid Security”** shall have the meaning ascribed to such term in Clause 10.1.1.
- 1.1.12 **“Bidding Document(s)”** shall mean this document including its Annexures, any addendum or corrigendum to this RFP and all other documents issued in relation to the Bidding Process including the Notice Inviting Tender and the Transaction Agreements.
- 1.1.13 **“Bidding Process”** shall have the meaning as ascribed to it in Chapter 8.
- 1.1.14 **“Bid Due Date”** shall mean the date and time, on or before which the Technical Bid

is required to be submitted in accordance with Chapter 8.

- 1.1.15 **“Bidder”** shall mean a Company registered under the Companies Act 2013, as amended or any previous company law, as applicable in India, which has submitted the Bid and may include consortium of companies.
- 1.1.16 **“Blast Furnace Unit(s)”** shall mean the commissioned/to be commissioned blast furnace unit(s) of the Bidder which has been registered on the Electronic Platform and for which the Bidder intends to participate in this RFP.
- 1.1.17 **“Build/Renovation”** shall mean construction of a new washery or renovation and strengthening of existing Sudamdih Washery (including augmentation, if required) which inter-alia includes planning, design & engineering, selection of necessary equipment and machineries, procurement, delivery, erection/ installation, testing, successful commissioning of coal washery plant and all allied activities.
- 1.1.18 **“Build/Renovation Period”** shall mean the period of 42 (forty-two) months commencing from the date of execution of the WDO Agreement.
- 1.1.19 **“Certificate of Commercial Operation”** shall mean the certificate submitted by the WDO to BCCL issued in accordance with the WDO Agreement stating that the Washery can commence operation and undertake the process of washing of raw coal to generate the End Products.
- 1.1.20 **“CCO”** means Coal Controller Organisation, Ministry of Coal, Government of India.
- 1.1.21 **“CIL”** means Coal India Limited (a Government of India undertaking).
- 1.1.22 **“Coal Linkages”** shall have the meaning ascribed to it in Clause 4.1.1.
- 1.1.23 **“Coal Washery Rejects”** shall have the meaning ascribed to the term in the Washery Rejects Policy.
- 1.1.24 **“Commercial Operation Date”** or **“COD”** shall mean the date on which the Certificate of Commercial Operation is issued in respect of the Washery of 1.6 (one point six) MTPA Rated Capacity.
- 1.1.25 **“Completion Certificate”** shall mean a self-certificate issued in accordance with the WDO Agreement from the Successful Bidder notifying the Authority of the completion of building/renovation of the Washery for the Rated Capacity.
- 1.1.26 **“Company”** shall have the meaning ascribed to such term in Section 2(20) of the Companies Act, 2013, as amended.
- 1.1.27 **“Contract Period”** shall mean a period of 25 (twenty-five) years from the date of execution of the WDO Agreement, which may be mutually extended by further 5 Years in accordance with the WDO Agreement. For avoidance of doubt, it is clarified that the Contract Period shall be inclusive of the Build/Renovation Period.
- 1.1.28 **“Control”** shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- 1.1.29 **“CPP”** shall mean captive power plant having the meaning as per Rule 3 of the Electricity Rules, 2005, as amended.

- 1.1.30 **“Day”** shall mean a period of 24 hours from midnight to midnight according to the Gregorian calendar.
- 1.1.31 **“Demand Supply Ratio”** shall mean sum of Link Quantity submitted by each bidder for a particular round divided by the total quantity of coal being offered.
- 1.1.32 **“Delivery Point”** shall have the meaning ascribed to the term in the Fuel Supply Agreement.
- 1.1.33 **“Electronic Platform”** shall have the meaning ascribed to such term in Clause 8.1.1.
- 1.1.34 **“Eligibility Conditions”** shall mean the eligibility criteria specified in Chapter 7.
- 1.1.35 **“Encumbrance”** means: (i) a security interest of whatsoever kind or nature including any mortgage, charge (whether fixed or floating), pledge, lien (including negative lien), hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws; (ii) any voting agreement, interest, option, right of first offer, or refusal or transfer restriction in favour of any Person; and (iii) any adverse claim as to title, possession, access or use.
- 1.1.36 **“End Products”** shall mean the products generated from the Washery by washing the coal supplied by BCCL under the FSA in the Washery including washed coking coal and washed power coal.
- 1.1.37 **“Financial Bid”** shall mean the premium required to be submitted as per Clause 8.3.1(b).
- 1.1.38 **“Financial Bid Stage”** shall have the meaning ascribed to it in Clause 8.5.
- 1.1.39 **“Fuel Supply Agreement”** or **“FSA”** shall mean the fuel supply agreement as per Annexure XIX Fuel Supply Agreement to be entered between BCCL and the Washery Developer and Operator.
- 1.1.40 **“Indexed Price”** shall mean the price derived on the basis of applicable price index.
- 1.1.41 **“Last Round”** shall have the meaning ascribed to the term in Clause 8.8.1(k).
- 1.1.42 **“Link Quantity”** shall have the meaning ascribed to the term in Clause 8.8.1(c).
- 1.1.43 **“LOI”** shall have the meaning ascribed to such term in Clause 4.1.2.
- 1.1.44 **“Modulated Price”** shall mean higher of the Notified Price or the Indexed Price, as applicable.
- 1.1.45 **“Month”** shall mean a calendar month according to the Gregorian calendar.
- 1.1.46 **“Normative Coal Requirement”** shall mean the normative coal requirement determined in accordance with Clause 8.6.
- 1.1.47 **“Net Worth”** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and



amalgamation.

- 1.1.48 “**Person**” means any natural person, firm, Company, governmental authority, consortium, partnership, limited liability corporation, association, fund, trust or other entity (whether or not having a separate legal personality).
- 1.1.49 “**Performance Security**” shall have the meaning ascribed to it under Clause **Error! Reference source not found.**
- 1.1.50 “**Performance Security – FSA**” shall have the meaning ascribed to it under Clause 11.2.1.
- 1.1.51 “**Performance Security – WDO Agreement**” shall have the meaning ascribed to it under Clause 11.1.1.
- 1.1.52 “**Process Fee**” shall have the meaning ascribed to such term in Clause 10.2.
- 1.1.53 “**Project**” means Design, Build/Renovation, Operation, Maintenance and Transfer of the Sudamdih Washery with capacity of at-least 1.6 (one point six) MTPA at Dhanbad, Jharkhand.
- 1.1.54 “**Rated Capacity**” shall mean with respect to the Washery, a minimum Throughput of 1,600,000 (one million and six hundred thousand) tonnes per annum.
- 1.1.55 “**Reserve Price**” shall have the meaning assigned to such term in Clause 8.8.1(b).
- 1.1.56 “**RFP**” shall have the meaning ascribed to it in Clause 2.1.5 of the RFP.
- 1.1.57 “**Rs**” or “**INR**” means Indian Rupees.
- 1.1.58 “**SCCL**” shall mean the Singareni Collieries Company Limited.
- 1.1.59 “**Scheduled Production**” shall mean the scheduled quantity of coal production for a year, from the captive coal mine as per the Approved Mine Plan.
- 1.1.60 “**Scope of Works**” shall mean the work as listed in Clause 6.3.
- 1.1.61 “**Selected Round**” shall have the meaning assigned to such term in Clause 8.8.1(k).
- 1.1.62 “**Selectee**” shall have the meaning assigned to such term in Clause 13.4.3.
- 1.1.63 “**Service Provider**” shall mean the entity that provides the Electronic Platform.
- 1.1.64 “**Specified End-Use Plant**” means one or more blast furnace units (with or without a coke oven plant) which is commissioned and is used to produce steel (in a single location within the same boundary and/or geographically different location owned by same owner/holding company) located in India and owned by the Bidder and/or any other end use plant for consumption of middlings, generated pursuant to beneficiation, located in India owned by the Bidder which is commissioned or to be commissioned.
- 1.1.65 “**Site**” or “**Project Land**” shall mean 29.68 (twenty nine point six eight) acres of land earmarked under the monetization process of Sudamdih Washery and shall include any building and erections thereon and any other land allotted by BCCL for Bidder’s use in the execution/ performance of the Scope of Work.
- 1.1.66 “**Sudamdih Washery**” or “**Washery**” means the coal washery situated on the Project Land in district Dhanbad of Jharkhand which shall be developed/renovated by the Washery Developer and Operator in accordance with the WDO Agreement.

- 1.1.67 “**Substitution Notice**” shall have the meaning assigned to such term in Clause 13.4.3.
- 1.1.68 “**Successful Bidder**” shall mean the Bidder selected to execute the Project pursuant to this RFP.
- 1.1.69 “**TPA**” shall mean Tonnes per Annum.
- 1.1.70 “**Technical Bid**” shall mean a confirmation of compliance with the Eligibility Conditions along with all other documents required to be submitted by the Bidder in accordance with Clause 8.4.3 of the RFP.
- 1.1.71 “**Technical Bid Stage**” shall have the meaning ascribed to it in Clause 8.4 of the RFP.
- 1.1.72 “**Technically Qualified Bidders**” shall have the meaning ascribed to it in Clause 8.4.4 of the RFP.
- 1.1.73 “**Transaction**” shall have the meaning ascribed to it in Clause 2.1.3 of the RFP.
- 1.1.74 “**Transaction Agreements**” collectively means the Fuel Supply Agreement and the WDO Agreement and such other documents as may be designated as such by BCCL.
- 1.1.75 “**Throughput**” means the quantity of raw coal that can be washed in the Washery on an annual basis.
- 1.1.76 “**Washery**” shall have the meaning ascribed to it in Clause 2.1.1 of the RFP.
- 1.1.77 “**Washery Assets**” means the Washery together with specific assets and any other tangible assets (including but not limited to any other unit of the Bidder at the Site (if any)), civil works and equipment including utility networks, coal depots, foundations, embankments, pavements, electrical systems, communication systems and any such assets on the Site.
- 1.1.78 “**Washery Developer and Operator**” or “**WDO**” means the Successful Bidder which shall enter into the WDO Agreement with BCCL.
- 1.1.79 “**Washery Rejects Policy**” shall mean the Policy for Handling & Disposal of Washery Rejects dated 27 May 2021 notified by the Ministry of Coal and as amended from time to time.
- 1.1.80 “**WDO Agreement**” shall mean the washery development and operations agreement as per Annexure XVIII Washery Development & Operations Agreement to be entered between BCCL and the Washery Developer and Operator.
- 1.1.81 “**Winning Premium**” shall mean:
  - 1.1.80(a) for the purposes of this RFP (other than Clause 12.3.1 and Clause 11.3 hereof and the Annexures/Schedules to this RFP), the relevant premium of the Selected Round expressed in absolute number terms; and
  - 1.1.80(b) for the purposes of Clause 12.3.1 and Clause 11.2 of the RFP, the Fuel Supply Agreement and all of the Annexures/Schedules to this RFP, the relevant premium of the Selected Round expressed as a percentage of the Modulated Price.
- 1.1.82 “**WPI**” shall mean Wholesale Price Index.

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## Chapter 2 Introduction

### 2.1 Transaction

- 2.1.1 Bharat Coking Coal Limited (“**BCCL**” or “**Authority**”), having Registered Office at Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, is a ‘Miniratna’ Public Sector Undertaking and a wholly owned subsidiary of Coal India Limited (“**CIL**”). The Company was incorporated in January 1972, under the Companies Act 1956, to operate coking coal mines in Jharia and Raniganj coalfields and is a major producer of coking coal in India.
- 2.1.2 BCCL owns and operates Sudamdih Coal Washery having existing installed capacity of 1,600,000 (one million and six hundred thousand) Tonnes Per Annum (“**MTPA**”) at Dhanbad district, Jharkhand (“**Washery**”).
- 2.1.3 BCCL is inviting Bids from prospective Bidders to design, Build/ Renovate, operate & maintain and transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model (“**Transaction**”).
- 2.1.4 The Washery and the Site shall be handed over to the Successful Bidder on “as is where is” basis, together with all Encumbrances thereto.
- 2.1.5 This Request for Proposal (“**RFP**”) containing detailed terms and conditions on the Transaction is being issued by BCCL for identification and selection of the Successful Bidder.
- 2.1.6 The Successful Bidder shall, on signing of requisite agreements, be designated as the Washery Developer and Operator (“**WDO**”) and be vested with the rights to undertake the Project for a period of 25 (twenty five) years (further extendable by a period of 5 (five) years).

### 2.2 Bid Timelines

- 2.2.1 Bid timelines shall be shared separately.

Event Description	Start Date	End Date
Publication of Notice Inviting Tender in one English and one Hindi national newspaper	T1	-
Publication of RFP and other documents	T1	-
Bidder Registration	T1	T20
Conduct of Road Shows	T1-T10	
Site Visit and Access to Washery Related Documents	T1+5	T1+25
Conduct of Pre-bid Meeting Physical: Venue: Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005  Virtual: Meeting Link (to be shared separately through notice on Electronic Platform)	T1+20	-

Publication of responses to queries raised by Bidders	T1+30	-
Issuance of Corrigendum/ Addendum to RFP or any other document, if required	T1+35	-
Submission of Online Technical Bid	T1+45 (by 12 pm)	
Submission of Offline Documents as part of Technical Bid	T1+45 (by 5 pm)	-
Opening of Technical Bids Venue: Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005	T1+46	-
Evaluation of Technical Bids	T+53	-
List of Qualified Bidders to be uploaded	T1+57	-
Conduct of e-auction for the Qualified Bidders (Financial Bid)	T1+60	-

### 2.3 RFP Summary

S. No.	Particulars	Details
1.	Name of the Washery	Sudamdih Coal Washery (1.6 (one point six) MTPA) at Dhanbad district, Jharkhand
2.	Scope of Work	To design, Build/Renovate, operate & maintain Sudamdih Coal Washery with a capacity of at least 1.6 (one point six) MTPA at Dhanbad, Jharkhand on Design, Build/Renovation, Operation, Maintenance and Transfer model.
3.	Bid Validity	180 (one hundred and eighty) Days from Bid Due Date
4.	Bid Security	<p>INR 16,00,00,000(Indian Rupees Sixteen Crores) in form of Bank Guarantee from Acceptable Bank or NEFT/ RTGS</p> <p>Bank Account details for Bid Security NEFT/ RTGS</p> <p>Name of Account: Bharat Coking Coal Limited</p> <p>Account No.: 35160317947</p> <p>Type of Account: Current Account</p> <p>Bank Name: State Bank of India</p> <p>Branch name: Main Branch, Dhanbad</p> <p>IFSC Code: SBIN0000066</p> <p>SWIFT Code: SBININBB668</p>

5.	Contact Details	Attention: The General Manager, Washery Construction Division Address: Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005 Phone No.: +91-326-2230201 Fax no.: +91-326-2230201 Email: <a href="mailto:gmwcd.bccl@coalindia.in">gmwcd.bccl@coalindia.in</a>
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## Chapter 3 Sudamdih Coal Washery

### 3.1 Background

Sudamdih Coal Washery, constructed by McNally Bharat Engineering Co. Ltd. was commissioned in 1981, as a beneficiation plant where raw coal received from different underground mines and open cast mines is processed for decreasing ash contents of raw coal. Washed coking coal is dispatched to steel plants and washed power coal/ middling is dispatched to power plants.

Features	Description
Installed Capacity	1.6 (one point six) MTPA
Location	About 2 km from Sudamdih railway station Sudamdih Coal Washery. Po: Sudamdih, Dist :Dhanbad, 828126
Throughput rate	400 (four hundred) tph
Raw material	Raw Coal
Coalfield	Jharia Coal Field (located at south eastern part)
Method of Washing	HM Cyclone (37-0.5mm)
Finished Products	Washed Coal , slurry & Washed Coal(Power)
Raw Coal Bunker Capacity	16,000 (sixteen thousand) tonnes
Clean Coal Bunker Capacity	2000 (two thousand) tonnes X3 = 6000 (six thousand) tonnes.
Middling Bunker Capacity	2500 (two thousand five hundred) tonnes

### 3.2 Location and Accessibility

Sudamdih Washery is situated at Dhanbad district, Jharkhand, India. An overview of geographical location and accessibility is placed overleaf:



Route	Access to Project Land	
<b>Air</b>	Ranchi (Birsa Munda Airport)- 151 (one hundred and fifty one) km Durgapur (Kazi Nazral Islam Airport)- 108 (one hundred and eight) km Deoghar (Baba Badiyanath Airport)- 139 (one hundred and thirty nine) km	
<b>Rail</b>	Nearest Railway Station is Dhanbad (East Central Railway Zone), located at about 18 (eighteen) km from the Washery	
<b>Road</b>	Site is well-connected by roads and can be accessed through following routes:	
	Dhanbad to Sudamdih	20 (twenty) km
	Ranchi to Sudamdih	149 (one hundred and forty nine) km
	Durgapur to Sudamdih	115 (one hundred and fifteen)km

### 3.3 Clearances / Approvals

The WDO shall be responsible for obtaining and maintaining all applicable clearances, permits and approvals as required for the Project under Applicable Laws. BCCL shall extend reasonable assistance/ support to the WDO to the extent possible, in this regard. The status of existing clearances/ approvals is reproduced below: (Note: these clearances have been sanctioned based on specific technical configurations as determined by BCCL. However, the WDO shall have to apply for suitable amendments/ obtain fresh approvals based on the revised design requirements/configuration of the renovated Washery).

Clearances/ Approvals	Agency	Issue Date	Validity
Consent To Operate	Jharkhand State Pollution Control Board	30.12.2022	31.12.2024
Factory Licence- FCA1635500023201	Factory Inspection Department, Government of Jharkhand	16.12.2021	31.12.2031

### 3.4 Project Land

3.4.1 For the Transaction under consideration, around 29.68 (twenty nine point six eight) acres of Project Land has been identified to be provided on long-term lease of 25 (twenty five) years (further extendable by 5 (five) years) to the Successful Bidder. The lease of the Project Land shall at all times be subject to and compliant with the policy guidelines and directives issued from time to time and all other Applicable Law(s). The Successful Bidder shall utilize the land towards development of Washery and related infrastructure only and shall be prohibited from utilizing any part of the Project Land other than as expressly contemplated in the WDO Agreement and shall without prejudice to the generality of the foregoing, not use any part of the Project for commercial real estate development or any other commercial activities not incidental to Washery operations as expressly contemplated in the WDO Agreement.

3.4.2 An overview of the identified Project Land has been placed below:

SL No.	Description	Mouza/Mouza No.	Khata No.	Plot No.	Total Area (Acre)	Area Required (Acre)	Type Of Land
1	Plant Area	Sudamdih/164	1	29	14.1	14.1	Coal Washery
		Sudamdih/164	1	30	2.94	1.47	Colony
		Sutukdih/163	1	116	32.5	4.78	Coal Washery
2	Raw Coal Dump	Sutukdih/163	1	112	7.8	4.86	Tenancy
3	Rly. Sdg	Sutukdih/163	1	110	7.28	4.47	Railway Line
		Sawardih/161	1	67	10.50		Tenancy
<b>GRAND TOTAL</b>						<b>29.68</b>	

### 3.5 Water Supply

- 3.5.1 The washery can receive water from nearby Sudamdih Mine Shaft. In case water cannot be sourced from Sudamdhi mine shaft then water from Damodar River can be used.

The feasibility of sourcing the water from the above source shall be assessed by the successful bidder during the site visit.

- 3.5.2 BCCL would periodically recover the water charges paid by it to the state for the drawl of ground water by the WDO for operation of the Sudamdih washery from WDO. Secondly, BCCL would also periodically recover the charges paid by it to the state for discharge of surplus water, if any, from the WDO

### 3.6 Power Supply

- 3.6.1 The Successful Bidder will receive electrical power supply from existing sub-station of Sudamdih, EJ Area.

*BCCL is operationally sub-divided into 12 units which are called "Areas". These are geographical division of the company. One such "Area" is called "East Jharia Area" or "EJ Area". The coal mine of Sudamdih is a part of EJ Area.*

- 3.6.2 If at any time the Successful Bidder desires higher electrical power supply arrangement, then it would have to make such arrangements with the relevant power distribution utility or government instrumentality directly at its own cost.

The Successful Bidder will have to make its own arrangement for receiving electrical power at the terminal point and its distribution within the Project Land including but not limited to Washery, CPP at Site (if applicable), conveyor system, private railway siding and other facilities at or in connection with the Project established pursuant to the Transaction Agreements. All costs relating to maintenance of power supply system and power consumption for common facilities shall be borne by the Successful Bidder.

- 3.6.3 BCCL will raise monthly invoices based on applicable tariff for the electrical power delivered on actuals to the Successful Bidder based on a metering device located at the BCCL sub-station.



### **3.7 Railway Siding**

3.7.1 The Sudamdih Washery has a Private Siding called Sudamdih Coal Washery (code SWSS) and is served by Sudamdih Railway Station (code SDMD) which is located at a distance of about 2 (two) km. This siding has provision for Silo loading and also loading of up to 8 Wagons through wharf-wall. The siding (SWSS) has been, internally, divided into 2 parts viz-Siding 2 with track 1 to 3 and Siding 5 with track 4 &5. The part Siding 5 is being utilized by EJ Area for dispatch of coal.

3.7.2 Siding 2 shall be utilized by WDO for receiving and dispatch of coal. Siding 2 has arrangements for overhead loading and wharf-wall loading of 8 (eight) wagons. As and when Sudamdih coal mine becomes operational, the WDO will facilitate dispatch of coal produced by Sudamdih coal mine.

3.7.3 The WDO would have the right to utilise Railway siding marked on the plan as Siding No. 2 and the WDO would be allowed to extend or modify or make interconnections with other railway tracks lying at the Siding No. 5 after taking necessary approvals from BCCL and the railways. The cost incurred for such acts will be borne by the WDO, however BCCL would extend its best help to WDO in such matters.

3.7.4 Maintenance of the Siding (SWSS)

It is expressly clarified that the WDO would be responsible for annual maintenance and upkeep of the entire siding (SWSS) to standards required by the Indian Railways, including the Electronic Weighbridge for the Contract Period, without any recourse to the Authority. However, day to day cleaning and maintenance of the two branches being utilized by EJ Area of BCCL will be the responsibility of BCCL.

### **3.8 Existing Process Flow of the Washery**

3.8.1 Sudamdih coal washery is a zero discharge washery. Coal from mines of cluster-X and IX of (+) 300 mm sizes are used in the washery. Coal then passes through Rotary Breaker where raw rejects (nearly 1.0%) are separated and remaining coal having sizes of (-) 125 mm goes to stock piles by series of conveyor belts.

3.8.2 Secondary crushing is done in the size of (-) 37mm by Hammer Crushers. Crushed coal is sent to distributing conveyor which distributes coal on eight declining screens. The overflow of desliming screen having size (-) 37 mm to (+) 0.5 mm (coarse coal) is beneficiated in heavy media cyclones and the underflow coal of screen having size (-) 0.5 mm (fine coal) is beneficiated by froth floatation, disc filters and high frequency screens. Effluent, if any, is settled in settling ponds.

3.8.3 Settled coal is marketed after grading through external reputed agencies and the water is re-circulated back to the plant. The overflow and underflow of cyclones are rinsed with water on rinsing screens and sent to clean coal and middling coal silos. There are three clean coal silos having capacity of 2000T each and one middling silo having capacity of 2700 (two thousand and seven hundred) tonnes.

3.8.4 Loading in railway wagons can be done through silos for dispatch to consumers. Clean coal, middlings and rejects will be dispatched to authorised consumers through this well maintained siding having Silos and electronic weighbridge

3.8.5 The process flow chart is placed at Annexure XVI Process Flow Chart.

## Chapter 4 Transaction Structure

### 4.1 Transaction Structure

- Upfront + Yearly Lease Payment
- Periodic Payments for Coal Supply linkage (linkage auction based on NRS policy)



- 4.1.1 The Washery along with a coal linkage of 1.6 (one point six) MTPA (“**Coal Linkage**”) would be awarded through a non-discriminatory ascending clock-auction process (comprising Technical Bid and Financial Bid) wherein the bidder shall bid for the coal quantity against a price under the multiple rounds and the bidder sustaining till the Last Round of multiple rounds of auction shall emerge as the Successful Bidder. The Winning Premium on coal linkage shall be the cumulation of premiums of all such rounds basis the demand-supply ratio.
- 4.1.2 Upon successful completion of the Bidding Process, BCCL shall issue a letter of intent in the format set out in Annexure XIII Format of Letter of Intent (“**LOI**”) to the Successful Bidder in respect of inter alia the Allocated Quantity and Washery and directing the Successful Bidder for submission of documents specified in Annexure III Documents to be Submitted against FSA. The terms of this RFP shall be deemed to be incorporated in the LOI by reference and shall form a part of the LOI and BCCL shall be entitled to exercise all its rights and remedies as stipulated in this RFP.
- 4.1.3 To effect the Transaction under consideration, following Transaction Agreements would be executed between BCCL and the Successful Bidder. The term of both agreements shall be for a period of 25 (twenty five) years from the date of execution (further extendable by a period of 5 (five) years) (“**Contract Period**”) and shall remain co- terminus:
- 4.1.3(a) Washery Development & Operations Agreement (“**WDO Agreement**”) governing provisions for lease rights and obligations in relation to the Site and covenants governing designing, building/renovation (and augmentation, if required), operation & maintenance and transfer of the Washery; and
- 4.1.3(b) Fuel Supply Agreement (“**FSA**”) governing the terms of coal linkage.
- 4.1.4 On execution of such Transaction Agreements, the Successful Bidder as the Washery

Developer and Operator (“**WDO**”) shall undertake the Project for the Contract Period in accordance with the Transaction Agreements.

- 4.1.5 The WDO would be free to design the Washery as it deems fit. However, the WDO would be obligated to utilize end-products only for captive consumption for its Specified End-Use Plant(s) as extant coal distribution policy does not allow grant of coal linkages for Non-Regulated Sector for merchant sale. Sale of Coal Washery Rejects shall be as per the Washery Rejects Policy.
- 4.1.6 The Washery is to be commissioned by the WDO in accordance with the WDO Agreement within the Build/Renovation Period.
- 4.1.7 BCCL would enter a long-term FSA with the WDO commensurate to the Washery’s present installed capacity.
- 4.1.8 The WDO has the flexibility to design and operate the Washery.
- 4.1.9 The WDO is free to augment the Washery’s Rated capacity at its own costs and risk beyond the existing installed capacity of the Washery. It is clarified that the obligation of BCCL to supply coal shall be governed by Transaction Agreements and shall be limited to capacity of 1.6 (one point six) MTPA.
- 4.1.10 In lieu of such rights to operate the Washery, following considerations would be payable by the WDO:
  - 4.1.10(a) Upfront Payment of INR 16,28,00,000 (Indian Rupees Sixteen Crores and Twenty Eight Lakhs) comprising aggregate of (a) INR 9,86,00,000 ( Indian Rupees Nine Crores and Sixty Eight Lakhs) being fair value of existing assets, plant and machinery, spares; and (b) INR 6,42,00,000 (Indian Rupees Six Crores and Forty Two Lakhs), being present value of lease rental for first 2 (two) years.
  - 4.1.10(b) Annual Lease Rentals (from 3<sup>rd</sup> (third) year onwards) in accordance with the WDO Agreement.
  - 4.1.10(c) Periodic Payment for Coal supplied as per terms of FSA based on Modulated Price prevailing on the date of supply plus Winning Premium over Modulated Price.
- 4.1.11 The WDO shall also have the right to construct any other unit associated with the WDO’s Specified End Use Plant within the Project Land within the Contract Period
- 4.1.12 To secure the obligations of Successful Bidder under the Transaction Agreements, the Successful Bidder shall have to submit performance security as per Chapter 11.
- 4.1.13 The WDO shall handover/ transfer peaceful possession of the Site, Washery Assets and all other facilities & infrastructure on the Site, free of Encumbrances (except Encumbrances that have not been removed and are existing on the execution date of the WDO Agreement, as identified in the WDO Agreement), to BCCL in accordance with the WDO Agreement.

## **Chapter 5 Obligations Of BCCL**

### **5.1 Raw Coal Supply**

- 5.1.1 BCCL shall ensure supply of 1.6 (one point six) MTPA of raw coal under the FSA at the Delivery Point(s) in accordance with the provisions of FSA (coal linkage matrix for the raw coal proposed to be supplied by BCCL from FY24-FY30 is placed at Annexure XVII Details of Coal Linkage). Beyond FY 2030, BCCL shall ensure the supply of raw coal with similar characteristics.
- 5.1.2 BCCL shall supply requisite quantity of raw coal for carrying out performance guarantee tests by the WDO.
- 5.1.3 BCCL would make available such ROW interconnecting various parcels of land that are part of the Project Area for Sudamdih Washery that would be necessary for accessing the washery premises, receipt of raw coal, dispatch of washed coal and operation of the washery to the WDO.

### **5.2 Coal Quality**

- 5.2.1 BCCL shall ensure supply of coal quality in accordance with the provisions of the FSA.

### **5.3 Issuance of Letter of Intent and Execution of Transaction Agreements.**

- 5.3.1 Upon completion of Bidding Process, BCCL shall issue LOI to the Successful Bidder directing for submission of Performance Security including Additional Performance Security, if applicable, Upfront Payment, documents listed at Annexure III Documents to be Submitted against FSA.
- 5.3.2 Within 15 (fifteen) Days of submission of requisite documents, BCCL shall execute the following agreements with the Successful Bidder:
  - 5.3.2(a) WDO Agreement to design, Build/Renovate (and augment, if required), operate and maintain the Washery; and
  - 5.3.2(b) FSA for supply of raw coal commensurate for 1.6 (one point six) MTPA for the Washery

### **5.4 Lease of Project Land**

- 5.4.1 The Project Land will be leased by BCCL to the WDO in consideration of lease rental payments, on and from the date of execution of WDO Agreement for the Contract Period.

## **Chapter 6 Obligations of Successful Bidder/ WDO**

### **6.1 Submission of Documents**

- 6.1.1 The Successful Bidder shall, within 60 (sixty) Days of issuance of LOI by BCCL, submit the following:
  - 6.1.1(a) Performance Security including Additional Performance Security, if applicable,
  - 6.1.1(b) Upfront Payment
  - 6.1.1(c) Documents listed at Annexure III Documents to be Submitted against FSA together with any other documents as may be requested by BCCL.

### **6.2 Execution of Transaction Agreements**

- 6.2.1 Within 15 (fifteen) Days of submission of documents, the WDO shall execute the following agreements with BCCL:
  - 6.2.1(a) WDO Agreement to design, Build/Renovate (and augment, if required), operate and maintain the Washery; and
  - 6.2.1(b) FSA for supply of raw coal commensurate for 1.6 (one point six) MTPA for the Washery

### **6.3 Scope of Work**

- 6.3.1 The WDO would be authorised for and responsible for such demolition and removal of existing structures and facilities on the Project Land as may be required to execute its responsibilities under the WDO Agreement in accordance with Applicable Laws.
- 6.3.2 The WDO shall be responsible for lifting/off-take of coal supplied by BCCL from the Delivery Point(s) as per terms of the FSA and its transportation from Delivery Point(s) to the Site at its own cost.
- 6.3.3 The End-Products are to be transported to the Specified End-Use Plant by the WDO at its own cost.
- 6.3.4 The WDO shall design and operate the Washery in a manner that optimizes generation of washed coking coal.
- 6.3.5 The WDO would provide ROW to BCCL for accessing and operation of the Sub- station and the mine openings (shafts). The WDO would also allow maintenance of cables and overhead transmission lines connecting the sub-station and the mine openings lying within the Project Area of Sudamdih Washery.
- 6.3.6 The WDO shall be responsible for maintaining:
  - 6.3.5(a) The access road(s) connecting the Washery to the nearest highway;
  - 6.3.5(b) The arrangement of underground water from Sudamdih Shaft mine.

### **6.4 End-Use of Coal procured under FSA**

- 6.4.1 The renovated Washery should produce at least 2 (two) End Products from the coal supplied by BCCL under the FSA. It is hereby clarified that the coal procured under the FSA from BCCL shall be washed in the Washery and the End Products shall be utilized towards captive consumption for the Specified End-Use Plant(s) of the

WDO. Further, while beneficiation/ washing of raw coal, washed coking coal shall be generated to the tune of at least 20 (twenty) % of raw coal supplied by weight.

Notwithstanding the above, the consumption of Coal Washery Rejects, if any, shall be in accordance with 'Washery Rejects Policy' or as per extant policy guidelines issued by the MOC in this regard. The Bidder shall be required to furnish an Affidavit-cum-Undertaking in this regard as per prescribed format attached in Annexure VII                      Format for Affidavit-Cum-Undertaking.

**6.5 Commencement of Commercial Operations**

- 6.5.1 The Washery (corresponding to 1.6 (one point six) MTPA existing installed capacity) is to be commissioned by the WDO in accordance with the Scope of Work on or before the expiry of the Build/ Renovation Period.

**6.6 Capacity and Augmentation**

- 6.6.1 The WDO shall be free to augment (if required) the Washery's throughput capacity at its own costs and risk beyond 1.6 (one point six) MTPA. It is clarified that the obligation of BCCL to supply coal shall be 1.6 (one point six) MTPA and shall be governed by the Transaction Agreements.

**6.7 Clearances and Approvals**

- 6.7.1 To obtain applicable approvals and clearances, as may be necessary to design, Build/Renovate (and augment, if required), operate and maintain the Washery. BCCL will extend necessary assistance/ support to the WDO to the extent possible. However, the responsibility for procuring fresh approvals/ permissions for the renovated Washery shall vest with the WDO.

## Chapter 7 Eligibility Conditions

### 7.1 Technical Eligibility Conditions:

- 7.1.1 The Bidder shall be a Company, incorporated in India, that owns one or more Specified End-Use Plant(s). The blast furnace unit(s) with respect to such Specified End Use Plant(s) should have already been commissioned or should be commissioned within 42 months from the date of execution of the Transaction Agreements. The sum of the Normative Coal Requirement of the Bidder's Specified End Use Plant(s) (Blast Furnace Unit(s)) calculated in accordance with Clause 8.6 should not be less than 1,600,000 (one million and six hundred thousand) Tonnes in W-IV grade. It is clarified that in case the Bidder is a Consortium, the sum of the Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)), registered on the Electronic Platform, of the members of the Consortium calculated in accordance with Clause 8.6 should not be less than 1.6 Million Tonnes in W-IV grade

**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/registration should contain the information required for each member of the Consortium member; members of the Consortium shall nominate member with **blast furnace unit(s)**, as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, in the format at ANNEXURE- XXIII, signed by all the other member(s) of the / Consortium;*
- (c) Any change in the Consortium shall not be permitted without prior consent of Seller.

### 7.2 Financial Eligibility Conditions

- 7.2.1 The Bidder shall have average Net Worth of not less than INR 100,00,00,000 (Indian Rupees One Hundred Crores), as per standalone audited annual accounts of last three financial years, being FY 2021-2022, FY 2022-2023 and FY 2023-24, as per prescribed format placed at Annexure II Statutory Auditor Certificate – Financial Criteria.

In case the Bidder is a Consortium, the average Net Worth of the Lead member should not be less than INR 100,00,00,000 (Indian Rupees One Hundred Crores), as per standalone audited annual accounts of last three financial years, being FY 2021- 2022, FY 2022-2023 and FY 2023-2024, as per prescribed format placed at Annexure II

### 7.3 Other Eligibility Conditions

- 7.3.1 The Bidder shall not be precluded by the provisions under "**Modalities for Banning/ Blacklisting of NRS Consumers for Misutilization/ Misdirection of Coal**" as notified by CIL for NRS coal linkage auctions, as amended from time to time (extant modalities placed at Annexure XIV Modalities for Banning/ Blacklisting of NRS Consumers for Misutilization/ Misdirection of Coal);

- 7.3.2 The Bidder should not be banned or blacklisted by CIL or its subsidiaries for any reason whatsoever.
- 7.3.3 A Bidder shall submit only 1 (one) bid for the Washery. No Affiliate(s) of such Bidder shall submit a bid for the Washery. In case an Affiliate(s) of a Bidder also submits a bid for the Washery, the bids submitted by both the Bidder and its Affiliate(s) shall be rejected.
- 7.3.4 The Bidder shall comply with all Applicable Law(s) including but not limited to:
- 7.3.4(a) Consolidated Foreign Direct Investment Policy, 2020 issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India ("**FDI Policy**"), as may be amended from time to time and Press Notes issued in relation thereto including without limitation Press Note 4, 2019 and Press Note 3, 2020;
  - 7.3.4(b) Public Procurement (Preference to Make in India) Order, 2017, amended on 16 September 2020 issued by the Department for Promotion of Industry and Internal Trade ("**Make in India Policy**");
  - 7.3.4(c) All laws, rules, regulations, policies, circulars, office memorandums, orders issued by the Ministry of Coal;
  - 7.3.4(d) All laws, rules, regulations, policies, circulars, office memorandums, orders issued by the Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises including the Office Memorandum (No. DPE/7(4)/2017- Fin. (Part- I)) dated 20 May 2019, read with the Office Memorandum (F.No. 6/18/2019- PPD) dated 23 July 2020 issued by the Public Procurement Divisions, Department of Expenditure, Ministry of Finance; and
  - 7.3.4 (e) Any other Applicable Law.
  - 7.3.4 (f) In case the Bidder is a Consortium, each member should substantially satisfy the qualification requirements to the extent specified herein Clause 7.3. Bidder including all its JV partners/consortium members as applicable, shall provide an undertaking to this effect as per Annexure I and Annexure-VII of this RFP and submit the Joint Bidding Agreement provided in Annexure-XXIV, as applicable.



## Chapter 8 Bidding Process

### 8.1 Registration

- 8.1.1 Pursuant to the NIT, the potential Bidder meeting the Eligibility Conditions as specified under Chapter 7 is required to register itself on the website of the Service Provider ("**Electronic Platform**"), no later than the timeline as has been prescribed against payment of a non-refundable registration fee of Rs. [10,000 (Indian Rupees Ten Thousand)] plus applicable taxes. Bidders already registered for the coal linkage auctions of either CIL and/ or SCCL must necessarily use the same registration for the same Specified End Use Plant and should not register again. In the event that the Specified End Use Plant registered on the Electronic Platform by the Bidder combines one or more blast furnace units, the Bidder will not be able to split such units subsequently and submit different Bids in respect thereof.

The link for registration is provided below:

[To be Provided Separately]

- 8.1.2 The technical details and other information with respect to access to the Electronic Platform and bidding thereon are provided in Annexure XV Electronic Platform Guidelines.
- 8.1.3 In case of any technical clarification regarding access to the Electronic Platform or conduct of the Bidding Process, the Bidder may contact the Service Provider directly at the contact details provided in Annexure XV Electronic Platform Guidelines.

### 8.2 Conditions to Bid

- 8.2.1 Subject to satisfaction of the following conditions, the Bidders shall be entitled to submit their Bid in the manner prescribed in Clause 8.3:
- 8.2.2 the Bidders shall satisfy all the Eligibility Conditions and shall submit all documents and relevant information in support thereof as specified in Clause 8.4.3.
- 8.2.3 the Bidder shall submit the Bid Security in accordance with Clause 10.1.

### 8.3 Stages of Bidding

- 8.3.1 The Bidding Process shall be conducted in the following sequence:
- 8.3.1(a) Technical Bid Stage; and
- 8.3.1(b) Financial Bid Stage, being the auction for coal linkage.
- 8.3.2 Electronic Platform

The details of Electronic Platform are placed at Annexure XV Electronic Platform Guidelines

### 8.4 Technical Bid Stage

- 8.4.1 Technical Bid shall be submitted online through the Electronic Platform only using digital signature of authorised representative of the Bidder on or before Bid Due Date. In addition to online submission on the Electronic Platform, the documents specified in Clause 8.4.3(c) shall also be submitted physically with BCCL in accordance with the Bidding Documents at the address mentioned in Clause 2.3.

8.4.2 The evaluation of eligible Bids shall be done based on details submitted under the Technical Bid, including Technical Eligibility Conditions set-out in Chapter 7 of this RFP.

8.4.3 Documents for Technical Bid

8.4.3(a) Online submission

The documents listed below shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 (five) MB) and uploaded during online submission of Bids.

- (i) Letter Comprising the Technical Bid, Bidder details and details of Specified End-Use Plant in the prescribed format (Annexure I Letter Comprising Technical Bid) along with Annexes and supporting documents;
- (ii) Power of attorney for signing the Bid as per the format at Annexure IV Format of Power of Attorney along Annexure XXIII (if applicable) with a certified true copy of the relevant authorizations in support thereof. Notwithstanding anything to the contrary contained herein, Bidders shall be entitled to submit a power of attorney in a format other than that specified in Annexure IV Format of Power of Attorney and Annexure XXIII (if applicable); provided that such power of attorney validly and unconditionally authorizes the Authorised Signatory to inter alia (i) sign documents, submit information and otherwise act for and on behalf of the Bidder; and (ii) bind the Bidder by all acts, deed and things done by him in exercise of his powers under the power of attorney;
- (iii) copy of Bid Security (format at Annexure V: Format of Bank Guarantee for Bid Security) in case of bank guarantee; in case of cash deposit through RTGS into a designated bank account, a letter to BCCL giving details of the payment made including the Bidder Name, UTR No., amount, date of remittance, remitting bank, etc.
- (iv) copy of Integrity Pact (format at Annexure X: Integrity Pact);
- (v) copy of Non-Disclosure Undertaking (format at Annexure VI: Format for Non-Disclosure Undertaking);
- (vi) copy of Affidavit-cum-Undertaking wherein the Bidder shall undertake that it meets all Eligibility Conditions for participation in the Bidding Process and that the Bidder shall utilize the End Products for the Specified End Use Plant(s) or as per extant policy in case of Coal Washery Rejects (format at Annexure VII Format for Affidavit-Cum-Undertaking);
- (vii) Certified extract of charter documents i.e., Memorandum of Association and Articles of Association;
- (viii) copy of receipt of payment towards Registration Fee for Access to the Electronic Platform by the Bidder through NEFT/ RTGS;
- (ix) self- attested copy of Permanent Account Number (“**PAN**”);
- (x) self-certificate in relation to captive coal mine (format at Annexure XXI Self-Certificate for Captive Coal Mine);

- (xi) self- attested copy of GST Registration; and
  - (xii) Copy of Statutory Auditor's Certificate on Net Worth in the format as per Annexure II Statutory Auditor Certificate – Financial Criteria; and
  - (xiii) Documentary evidence of payment of Process Fee as per Clause 10.2 being a letter to BCCL giving details of the payment made including the Bidder Name, UTR No., amount, date of remittance, remitting bank, etc.
  - (xiv) Copy of Joint Bidding Agreement, as applicable
  - (xv) Tentative timeline and capacity in respect of the capacities under expansion/ upcoming capacity of blast furnace unit(s)
- 8.4.3(b) Technical Bids submitted online shall be encrypted by Bidders using Digital Signature Certificate of the Authorized Signatory.
- 8.4.3(c) Offline/ Physical submission of certain original documents
- The Bidders shall submit following documents in original in sealed cover within the Bid Due Date at the address specified in Clause 2.3. The sealed cover should clearly bear the following identification: **"Original Documents for Monetization of 1.6 MTPA Sudamdih Coal Washery at Dhanbad, Jharkhand"** and shall indicate the name, registration no. provided by the Service Provider and address of the Bidder. In addition, an index of the documents submitted should be annexed and the document shall contain page numbers: Page [•] of Page [•]
- (i) Original Power of attorney for signing the Bid along with a certified true copy of the relevant authorizations in support thereof in accordance with Clause 8.4.3;
  - (ii) Certified true copy of board resolution authorising execution of abovementioned Power of attorney;
  - (iii) Certified extract of charter documents i.e., Memorandum of Association and Articles of Association;
  - (iv) Bid Security as per the format at Annexure V Format of Bank Guarantee for Bid Security in case of bank guarantee; in case of cash deposit through RTGS into a designated bank account, a letter to BCCL giving details of the payment made including the Bidder Name, UTR No., amount, date of remittance, remitting bank, etc.
  - (v) Documentary evidence of payment of Process Fee as per Clause 10.2 being a letter to BCCL giving details of the payment made including the Bidder Name, UTR No., amount, date of remittance, remitting bank, etc.; and
  - (vi) Copy of Affidavit-cum-Undertaking as per the format at Annexure VII Format for Affidavit-Cum-Undertaking.
  - (vii) Copy of Joint Bidding Agreement, as applicable

#### 8.4.4 Technical Bid Evaluation

- 8.4.4(a) All Technical Bids submitted online on the Electronic Platform shall be decrypted by the Technical Evaluation Committee ("**TEC**") and subsequently evaluated against the terms and conditions of the Bidding Documents. The TEC shall have the right to seek clarifications from Bidders in relation to the Technical Bids as they may deem fit.

- 8.4.4(b) All the Bidders whose Technical Bids are in compliance with the provisions of this RFP shall be declared as Technically Qualified Bidders ("**Technically Qualified Bidders**") and a notification to this effect shall be published on the Electronic Platform.
- 8.4.4(c) Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 8.4.4(d) Any information contained in the Technical Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it based on such information.
- 8.4.4(e) Only the Technically Qualified Bidders shall be allowed to participate in the Financial Bid Stage. Provided however that in the event that there are less than 2 (two) Technically Qualified Bidders, then the Bidding Process shall stand annulled.

## 8.5 Financial Bid Stage

- 8.5.1 In the Financial Bid stage, the Technically Qualified Bidders shall participate in the Non-Discriminatory Ascending Clock Auction Process ("**e-Auction**") for coal linkage being offered as part of this Transaction.
- 8.5.2 Technically Qualified Bidder will remain anonymous to other Technically Qualified Bidders participating in the e-auction process as well as to BCCL.
- 8.5.3 Following would be visible to all Technically Qualified Bidders on the auction page:
- 8.5.3(a) Coal Linkage Details
- 8.5.3(b) Round Premium

## 8.6 Normative Coal Requirement

- 8.6.1 The normative coal requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) shall be at least 1.6 (one point six) MTPA as calculated by the Electronic Platform ("**Normative Coal Requirement**") in accordance with the following formula:
- [annual coal requirement as computed by the Electronic Platform based on the Specified End Use Plant (Blast Furnace Unit(s)) details provided by the bidder] minus [(annual coal requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through any captive coal mine(s), which shall be computed on the basis of Washery Grade-V grade of coal, irrespective of the grade of coal actually available from the captive coal mine(s)) plus (annual coal requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through any allocation of coal linkage(s) pursuant to auction process conducted by CIL and/or its subsidiaries and/or by SCCL or any other existing coal linkage(s) under New Coal Distribution Policy, which shall be computed on the basis of Washery Grade-V grade of coal, irrespective of the grade of coal actually allocated pursuant to the auction process)].
- 8.6.2 It is clarified that in case the actual grade of coal available from the captive coal mine (as specified above) or from allocation pursuant to auction process conducted by CIL / SCCL is not of Washery Grade-V, then the Washery Grade-V grade equivalent

quantity shall be computed as follows:

Washery      Grade-V      (Annual coal requirement met from the given source)  
equivalent quantity = multiplied by (Indigenous Coking coal requirement per  
tonne of hot metal of Washery Grade-V grade of  
coal as per Consumption Norms (Annexure  
XII)

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Indigenous Coking coal requirement per tonne of hot metal of the relevant grade of coal as per Consumption Norms (Annexure XII Consumption Norms)

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- 8.6.3 It is clarified that for the purposes of computation of the normative coal requirement basis the above mentioned formula, the annual coal requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through any allocation of coal linkage(s) pursuant to auction process conducted by CIL and/ or by SCCL shall be deducted irrespective of the status of issuance of the letter of intent or signing of the fuel supply agreement.

**8.7 Annual coal requirement of the Specified End Use Plant**

**((Blast Furnace Unit(s)) of the Bidder met through any captive coal mine)**

- 8.7.1 Each Bidder who has been allocated captive coal mine(s) (whether having only coking grade of coal or combination of non-coking and coking grade of coal) for its Specified End Use Plant(s), shall for each such captive coal mine, submit a self- certificate for scheduled production of coking coal from such mine as per the format in Annexure XXI Self-Certificate for Captive Coal Mine.
- 8.7.2 If the mine opening permission has been granted by the Coal Controllers' Organisation (CCO), coal requirement of the Specified End Use Plant (in TPA) met through such captive coal mine(s) shall be considered in the manner prescribed below:
- 8.7.2(a) Bidder shall submit the Scheduled Production of coking coal from its captive coal mine(s) for the 30 financial years commencing from the financial year in which this RFP has been published, in accordance with Clause 8.7.1.
- 8.7.2(b) The Electronic Platform shall adjust the annual coal requirement of the Specified End Use Plant met through the captive coal mine(s) (in TPA). Such adjustment shall be corresponding to the minimum Scheduled Production of coking coal from Bidder's captive coal mine(s) as per the Scheduled Production of coking coal for 30 financial years submitted by the Bidder in accordance with Clause 8.7.2(a) above.
- 8.7.3 In case the mine opening permission has not been granted by CCO, then, the coal requirement met through the captive coal mine shall be considered as zero. Accordingly, the Electronic Platform shall adjust the annual coal requirement of the Specified End Use Plant met through the captive coal mine(s) (in TPA).
- 8.7.3(a) In the event, mine opening permission has been granted post completion of the Bidding Process, the Successful Bidder, shall simultaneous to the grant of mine opening permission by CCO submit the same to BCCL along with self-certificate as per format (A) of Annexure XXI Self-Certificate for Captive Coal Mine. In case the Successful Bidder fails to submit the mine opening permission by CCO and/or self- certificate in accordance with this Clause, BCCL shall have right to terminate LOI and/ or the FSA, as the case may be, and forfeit the Bid Security or Performance Security including Additional Performance Security, if applicable, as the case may be
- 8.7.4 In case of any modification in the production schedule of coking coal of a captive

coal mine by approval of competent authority during the subsistence of the Transaction Agreements, the same shall be notified simultaneously to BCCL by re-submitting the self-certificate at Annexure XXI Self-Certificate for Captive Coal Mine with the revised production schedule for coking coal. Accordingly, an amendment to the FSA shall be executed to this effect. In case the production schedule for coking coal is revised post completion of the Bidding Process but prior to execution of the FSA, then, upon submission of the revised production schedule of coking coal to BCCL immediately post approval from the competent authority, the FSA shall be executed for the Allocated Quantity for the year computed based on the revised production schedule of coking coal.

8.7.5 In the event the Bidder who has been allocated captive coal mine(s) for its Specified End Use Plant(s), does not submit a self-certificate in accordance with Clause 8.4.3(a)(x) above and/or doesn't provide the production schedule for coking coal as stated in Annexure XXI Self-Certificate for Captive Coal Mine of this RFP, then the Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) shall be net of grade adjusted coal requirement on the basis of the peak rated capacity of such captive coal mine(s) and provisions of Clauses 8.7.2, 8.7.3, and 8.7.4 shall not apply.

8.7.6 Where a coal mine has been allocated for multiple plants, then the Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder shall be calculated after proportionately factoring the Scheduled Production of coking coal from the said mine.

8.7.7 Upon submission of the documents and information specified in Clause 8.4.3 the Electronic Platform shall generate the Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder in Washery Grade-V. The data with respect to captive coal mines allocated (together with annual coal requirement of Specified End Use Plants (Blast Furnace Unit(s)) of the Bidder being met from such captive coal mines) shall have to be reported by the Bidders themselves on the Electronic Platform and the Bidders will be responsible for any misrepresentation in this regard.

8.7.8 Illustration:

The Specified End Use Plant (blast furnace Unit A) of the Bidder is a 2,740 (two thousand seven hundred and forty) tonnes per Day of hot metal ("TPD") blast furnace unit. A mine with maximum projected production of coking coal of 1,000,000 (one million) tonnes per annum ("TPA") of Washery Grade-I grade of coal has been allocated for captive consumption to the blast furnace Unit A and blast furnace Unit B whose annual coal requirement is in the ratio of 2:1. The Coal Requirement of the Specified End Use Plant shall be assessed as follows:

Case I: Mine Opening Permission has not been granted by CCO for the Mine

No adjustment shall be made for the annual coal requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through the mine and the Normative Coal Requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder shall be assessed as below:

Particulars	Unit	Note	
Capacity of Specified End Use Plant	TPD	(A)	10,000

*RFP for Sudamdih Washery Monetization*

Annual Capacity of Specified End Use Plant	TPA	(B) = A*365	36,50,000
Capacity Utilisation		(C)	85%

Consumption Norm (based on Washery Grade- V)	Kg of coal/tonnes of hot metal	(D)	820
Annual Coal Requirement of the Specified End Use Plant (based on Washery Grade-V)	TPA	(E) = $B*C*D/1000$	25,44,050
Annual Coal requirement of the Specified End Use Plant met through captive coal mine	TPA	(F)	0
Annual Coal Requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through existing coal linkage	TPA	(G)	5,00,000
Normative Coal Requirement based on Washery Grade-V	TPA	(H) = E-F-G	20,44,050

Case II: Mine Opening Permission has been granted by CCO for the Mine and the Scheduled Production of coking coal is provided as under:

30 Year Scheduled Production of coking coal for the Mine  
(Based on the Self-Certificate submitted by the Bidder)

Financial Year	Scheduled Production (TPA)
2024	45,000
2025	65,000
2026	90,000
2027	1,50,000
2028	3,25,000
2029	5,60,000
2030	8,70,000
2031	10,00,000
2032	10,00,000
2033	10,00,000
2034	10,00,000
2035	10,00,000
2036	10,00,000
2037	10,00,000
2038	10,00,000
2039	10,00,000
2040	10,00,000
2041	10,00,000
2042	10,00,000
2043	10,00,000



2044	10,00,000
2045	10,00,000
2046	10,00,000

2047	10,00,000
2048	10,00,000
2049	10,00,000
2050	8,50,000
2051	7,50,000
2052	6,00,000
2053	5,00,000
<b>Minimum Scheduled Production</b>	<b>45,000</b>

The minimum of the Scheduled Production of coking coal in accordance with Clause 8.7.2 is 45,000 (forty-five thousand) TPA. For the purpose of assessment of Normative Coal Requirement, it would be considered that the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder has been met to the extent of 45,000 (forty-five thousand) TPA. The Normative Coal Requirement of Unit A shall be assessed as follows:

Particulars	Unit	Note	
Capacity of Specified End Use Plant	TPD	(A)	10,000
Annual Capacity of Specified End Use Plant	TPA	(B) = A*365	36,50,000
Capacity Utilisation		(C)	85%
Consumption Norm (based on Washery Grade- V)	Kg of coal/tonnes of hot metal	(D)	820
Annual Coal Requirement of the Specified End Use Plant (based on Washery Grade-V)	TPA	(E) = B*C*D/1000	25,44,050
Annual Coal requirement of the Specified End Use Plant met through captive coal mine	TPA	(F)	45,000
Annual Coal Requirement of the Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder met through existing coal linkage	TPA	(G)	5,00,000
Normative Coal Requirement based on Washery Grade-V	TPA	(H) = E-F-G	19,99,050

## 8.8 Non-Discriminatory Ascending Clock Auction Process

8.8.1 The Coal Linkage shall be auctioned through a non-discriminatory ascending clock auction procedure in the following manner:

8.8.1(a) The auction process for the Coal Linkage will be conducted in multiple rounds. Duration of the first round would be 15 (fifteen) minutes, and the duration of the subsequent rounds shall be 8 (eight) minutes each.

8.8.1(b) The floor price for the auction in the first round of the auction process shall be the Modulated Price ("**Reserve Price**").

8.8.1(c) The Bidders shall Bid for a Link Quantity which shall correspond to the present installed capacity of the Washery ("**Link Quantity**") being 1.6 (one point six) MTPA. Bidder shall not be allowed submit bid for the quantity other than the Link Quantity.

8.8.1(d) In round 1 of the auction, the premium shall be INR zero/tonne against which the Bidders will be required to indicate their Link Quantity (i.e. 1.6 (one point six) MTPA).

8.8.1(e) At the end of each round, Demand Supply Ratio of that round shall be computed by the Electronic Platform as under:

$$\text{Total Bid Quantity of all Bidders in a Lot (TPA)} = \text{Demand Supply Ratio}(\%)$$

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*Link Quantity Offered (TPA)*

8.8.1(f) At the end of each round of the Bidding, the demand/ supply ratio will be assessed by the Electronic Platform and if demand/ supply ratio at the end of a particular round is greater than 100% (one hundred per cent.) then the auction will move on to next round with a premium of INR 75 (Indian Rupees Seventy-Five) per tonne plus the premium of the previous round. In each round of the auction, the Bidders may offer to purchase the Link Quantity against the Reserve Price plus premium for such round.

8.8.1(g) Bid submitted in each round has to be encrypted with registered DSC.

8.8.1(h) To participate in the subsequent round a Bidder has to participate in the present round. In case a Bidder does not bid in the present round, then that Bidder is not allowed to bid in the next round, and the auction would end for such Bidder.

8.8.1(i) A Bidder can Bid only once in each round.

8.8.1(j) Each Bid submitted by a Bidder during any of the auction rounds shall be considered a valid and binding offer to purchase the Link Quantity at the Reserve Price plus premium applicable for the relevant round.

8.8.1(k) The auction process shall stop when the demand/ supply ratio is equal to 100% (one hundred per cent) in a particular round. The round at which the auction stops ("**Last Round**") shall be considered as final round ("**Selected Round**") and the Bidder who has submitted their Bid in this round shall be the Successful Bidder ("**Successful Bidder**").

8.8.1(l) In the event, no bid is received in the Last Round, the Bidding Process shall stand

- 8.8.1(m) The premium (in INR/tonne) discovered in the Last Round shall be converted into percentage terms and rounded up to the nearest second decimal i.e. as a percentage of Reserve Price (being the Modulated Price) of relevant grade of coal and shall be constant over the tenure of linkage, and the quantity allocated to such successful bidder shall be the Allocated Quantity (“**Allocated Quantity**”).

An illustrative example is provided below:

*The link quantity offered is 1600000 TPA as under:*

Grade	Modulated Price (ROM)	Offered Quantity (MTPA)
HVMC W-IV	3187	600000
HVMC W-V	2586	1000000

3 Bidders (viz Bidder A, Bidder B, Bidder C) expressed their interest in the monetization scheme. Round Wise auction process is as under:

**Round 1**

- Premium under Round 1 is zero
- All the 3 bidders submitted the Link Quantity (i.e. 1600000 TPA)
- The Demand Supply Ratio at the end of round 1 shall be 300% i.e. (4800000/1600000)

**Round 2**

- Premium under Round 2 shall be Rs 75/tonne as the demand supply ratio is more than 100%
- Only 2 bidders submitted the Link Quantity (i.e. 1600000 TPA)
- The Demand Supply Ratio at the end of round 1 shall be 200% i.e. (3200000/1600000)

**Round 3**

- Premium under Round 3 shall be Rs 150/tonne i.e. Premium under Round 2 plus premium under round 3 corresponding to demand supply ratio of greater than 100% in previous round.
- Only 1 bidder submitted the Link Quantity (i.e. 1600000 TPA)
- The Demand Supply Ratio at the end of round 1 shall be 100% i.e. (1600000/1600000)

*This shall be the Last Round of auction.*

*Final premium discovered at the end of the auction process is Rs 150/tonne, which shall be the Winning Premium. This Winning Premium shall be converted in percentage terms i.e. as a percentage of Modulated Price of relevant grade of coal and shall be constant over the tenure of linkage as under:*

*\*Winning Premium shall be rounded up to the nearest second decimal*

- 8.8.2 Allocated Quantity for the year on the basis of Scheduled Production of coking coal

8.8.2(a) The Successful Bidder shall be entitled to the Allocated Quantity for the year post adjustment of the Scheduled Production of coking coal (year-on-year) submitted

by such Successful Bidder as part of Annexure XXI Self-Certificate for Captive Coal Mine (“**Adjustment**”). The adjustment with respect to the year-on-year Scheduled Production of coking coal shall be source-specific and on the basis of the annual coal requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) met through the Scheduled Production of coking coal for the year. There are multiple sources from which Coal is proposed to be supplied, which are placed at Annexure XVII Details of Coal Linkage. The Allocated Quantity for each year from a particular source under the RFP shall be computed in accordance with the following formula:

**Allocated Quantity for the year from a particular source”** = Adjustment Factor x Coal Requirement for the year in TPA

Wherein,

**Adjustment Factor** = Coal requirement of Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder met from a particular source in TPA divided by 1,600,000 (one million and six hundred thousand) Tonnes

**Coal Requirement for the year** =

Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder as considered in the RFP in TPA + coal requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder corresponding to the minimum of the Scheduled Production of coking coal as considered in the RFP in TPA – coking coal requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder corresponding to the Scheduled Production of coking coal for the year in TPA.

8.8.2(b) Adjustment in the Allocated Quantity for the year shall be carried out in case the Coal Requirement for the year as computed above is less than 1,600,000 (one million and six hundred thousand) tonnes in Washery Grade V. In the event the Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder for the Year, as computed above, is more than 1,600,000 (one million and six hundred thousand) million tonnes, there shall be no adjustment in the Allocated Quantity.

8.8.2(c) In the event the Coal requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder for the Year, as computed above, is less than or equal to zero, then Annual Contracted Quantity for that year shall be zero. In the event, the Coal Requirement as computed above, for each year during the Term of the Agreement is less than or equal to zero, then the Fuel Supply Agreement shall be terminated.

Illustration:

Assuming the Normative Coal Requirement of the Bidder corresponding to its Specified End Use Plant (Blast Furnace Unit(s)) of the Bidder is 3,000,000 (three million) TPA W-IV grade and the Bidder had a captive coal mine of W-IV grade with minimum production of 400,000 (four hundred thousand) TPA, if the Scheduled Production of coking coal for a particular year is 1,000,000 (one million) tonnes,

the Coal Requirement for the year shall be 2,400,000 (two million and four hundred thousand) TPA (3,000,000 + 400,000 – 1,000,000).

Assuming the total quantity booked by the Bidder in the auction is 1,600,000 (one million and six hundred thousand) tonnes, there shall be no adjustment in the quantity allocated to the Bidder (since the Coal Requirement for the year of 2,400,000 (two million and four hundred thousand) TPA is more than total coal requirement booked for the Specified End Use Plant during the auction).

In case the coal requirement of the Bidder for a particular year after adjustment to the production of coking coal from the captive coal mine for that year is 1,400,000 (one million and four hundred thousand) TPA instead of 2,400,000 (two million and four hundred thousand) TPA, then there will be adjustment in the Allocated Quantity of the Year and the quantity allocated to the Bidder shall be revised from 1,600,000 (one million and six hundred thousand) to 1,400,000 (one million and four hundred thousand) tonnes.

8.8.2(d) In the event the mine opening permission is received subsequent to completion of the Bidding Process, the Allocated Quantity for the remaining period of the Fuel Supply Agreement shall be computed in the manner prescribed above, based on the Scheduled Production of coking coal submitted by the Successful Bidder to BCCL, as per format at Annexure XXI Self-Certificate for Captive Coal Mine immediately on receipt of such information from the Successful Bidder. An amendment to the Fuel Supply Agreement shall be executed between the Successful Bidder and BCCL to this effect.

8.8.2(e) Provided however, in accordance with Clause 8.7.5 in the event the Bidder who has been allocated captive coal mine(s) for its Specified End Use Plant(s), does not submit a self-certificate as specified in Clause 8.7.1 and/or doesn't provide the production schedule for coking coal as stated in Annexure XXI Self-Certificate for Captive Coal Mine of this RFP, then there shall be no adjustment to the Allocated Quantity in accordance with this Clause 8.8.2.

**Illustration:**

Assuming that the Specified End Use Plant of the Bidder is a 2,740 (two thousand seven hundred and forty) tonnes per Day of hot metal ("TPD") blast furnace unit and that the Bidder has an existing fuel supply agreement with an annual contracted quantity of 500,000 (five hundred thousand) TPA in W- IV grade and a mine of W-IV grade of coal has been allocated for captive consumption to the Specified End Use Plant Unit, and mine opening permission has been granted by CCO on 1 February 2024, then:

**30 Year Coking Coal Production from Approved Mine Plan**

Year	Year Start Date (MOP)	Year End Date	Scheduled Production (TPA)
Year 1	01-02-24	31-01-25	15,000
Year 2	01-02-25	31-01-26	50,000
Year 3	01-02-26	31-01-27	4,50,000

*RFP for Sudamdih Washery Monetization*

Year 4	01-02-27	31-01-28	5,50,000
Year 5	01-02-28	31-01-29	10,00,000
Year 6	01-02-29	31-01-30	10,00,000
Year 7	01-02-30	31-01-31	10,00,000

Year 8	01-02-31	31-01-32	10,00,000
Year 9	01-02-32	31-01-33	10,00,000
Year 10	01-02-33	31-01-34	10,00,000
Year 11	01-02-34	31-01-35	10,00,000
Year 12	01-02-35	31-01-36	10,00,000
Year 13	01-02-36	31-01-37	10,00,000
Year 14	01-02-37	31-01-38	10,00,000
Year 15	01-02-38	31-01-39	10,00,000
Year 16	01-02-39	31-01-40	10,00,000
Year 17	01-02-40	31-01-41	10,00,000
Year 18	01-02-41	31-01-42	10,00,000
Year 19	01-02-42	31-01-43	10,00,000
Year 20	01-02-43	31-01-44	10,00,000
Year 21	01-02-44	31-01-45	10,00,000
Year 22	01-02-45	31-01-46	10,00,000
Year 23	01-02-46	31-01-47	10,00,000
Year 24	01-02-47	31-01-48	10,00,000
Year 25	01-02-48	31-01-49	10,00,000
Year 26	01-02-49	31-01-50	8,50,000
Year 27	01-02-50	31-01-51	7,50,000
Year 28	01-02-51	31-01-52	6,00,000
Year 29	01-02-52	31-01-53	5,00,000
Year 30	01-02-53	31-01-54	5,50,000

**The financial-year wise pro-rated production schedule of coking coal is approximately:**

Financial Year	Financial Year Start Date	Financial Year End Date	Scheduled Production (TPA) Pro-rated
2024	01-04-2023	31-03-2024	2,500
2025	01-04-2024	31-03-2025	20,833
2026	01-04-2025	31-03-2026	1,16,667
2027	01-04-2026	31-03-2027	4,66,667
2028	01-04-2027	31-03-2028	6,25,000
2029	01-04-2028	31-03-2029	10,00,000
2030	01-04-2029	31-03-2030	10,00,000
2031	01-04-2030	31-03-2031	10,00,000
2032	01-04-2031	31-03-2032	10,00,000
2033	01-04-2032	31-03-2033	10,00,000
2034	01-04-2033	31-03-2034	10,00,000
2035	01-04-2034	31-03-2035	10,00,000
2036	01-04-2035	31-03-2036	10,00,000
2037	01-04-2036	31-03-2037	10,00,000
2038	01-04-2037	31-03-2038	10,00,000
2039	01-04-2038	31-03-2039	10,00,000

*RFP for Sudamdih Washery Monetization*

2040	01-04-2039	31-03-2040	10,00,000
2041	01-04-2040	31-03-2041	10,00,000
2042	01-04-2041	31-03-2042	10,00,000
2043	01-04-2042	31-03-2043	10,00,000

2044	01-04-2043	31-03-2044	10,00,000
2045	01-04-2044	31-03-2045	10,00,000
2046	01-04-2045	31-03-2046	10,00,000
2047	01-04-2046	31-03-2047	10,00,000
2048	01-04-2047	31-03-2048	10,00,000
2049	01-04-2048	31-03-2049	9,75,000
2050	01-04-2049	31-03-2050	8,33,333
2051	01-04-2050	31-03-2051	7,25,000
2052	01-04-2051	31-03-2052	5,83,333
2053	01-04-2052	31-03-2053	5,08,333
<b>Minimum Scheduled Production</b>			<b>2,500</b>

It is seen from the production schedule above that the minimum production of coking coal over the next 30 (thirty) years is 2,500 (two thousand and five hundred) tonnes, corresponding to coking coal production for the current year.

The Normative Coal Requirement of the Specified End Use Plant in W-IV grade is as per the table below:

Particulars	Unit	Note	
Capacity of Specified End Use Plant	TPD	(A)	10,000
Annual Capacity of Specified End Use Plant	TPA	(B) = A*365	36,50,000
Capacity Utilisation		(C)	85%
Consumption Norm based on Washery Grade- V	Kg of coal/tonnes of hot metal	(D)	820
Annual Coal Requirement of the Specified End Use Plant (based on Washery Grade-V)	TPA	(E) = B*C*D/1000	25,44,050
Annual Coal requirement of the Specified End Use Plant met through captive coal mine (based on Washery Grade V)	TPA	(F)	2,500
Annual Coal requirement of the Specified End Use Plant met through existing linkage (based on Washery Grade V)	TPA	(G)	5,00,000
Normative Coal Requirement based on Washery Grade-V	TPA	(J) = E - F - G	20,41,550

Assuming that the Successful Bidder is supplied raw coal from 3 different sources. The quantity supplied from each source is as per the table below:

S.No.	Source	Annual Quantity (TPA), W-IV	Adjustment Factor = C/1.6 Million Tonnes
(A)	(B)	(C)	(D)
1	Source 1	6,00,000	37.50%

2	Source 2	5,20,000	32.50%
3	Source 3	4,80,000	30.00%
<b>Total</b>		<b>16,00,000</b>	<b>100.00%</b>

The total coal requirement of the Specified End Use Plant to be met from Allocated Quantity under this RFP shall be updated in accordance with the Normative Coal Requirement and the Scheduled Production of coking coal, as below:

Financial Year	Scheduled Production	Normative Coal Requirement of SEUP** for the auction	Coal requirement of SEUP in W-IV corresponding to:		Coal Requirement in the FY	Total coal requirement of SEUP met under the auction	Allocated Quantity		
			Minimum of the Scheduled Production	Scheduled Production of the year			Source 1	Source 2	Source 3
							Adjustment Factor		
							37.50%	32.50%	30.00%
		Initial Source-wise Allocated Qty							
							6,00,000	5,20,000	4,80,000
(A)	(B)	(C)	(D)	(E)	(F) = (C) + (D) - (E)	(G)	IF F>G, then initial source-wise Allocated Quantity otherwise = F*Adjustment Factor		
2024	2500	2041550	2500	2500	2041550	16,00,000	600000	520000	480000
2025	20833	2041550	2500	20833	2023217	16,00,000	600000	520000	480000
2026	116667	2041550	2500	116667	1927383	16,00,000	600000	520000	480000
2027	466667	2041550	2500	466667	1577383	16,00,000	591519	512650	473215
2028	625000	2041550	2500	625000	1419050	16,00,000	532144	461191	425715
2029	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2030	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2031	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2032	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2033	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2034	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2035	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2036	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2037	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2038	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2039	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2040	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2041	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2042	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215



*RFP for Sudamdih Washery Monetization*

2043	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2044	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2045	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2046	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2047	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2048	1000000	2041550	2500	1000000	1044050	16,00,000	391519	339316	313215
2049	975000	2041550	2500	975000	1069050	16,00,000	400894	347441	320715
2050	833333	2041550	2500	833333	1210717	16,00,000	454019	393483	363215
2051	725000	2041550	2500	725000	1319050	16,00,000	494644	428691	395715

Financial Year	Scheduled Production	Normative Coal Requirement of SEUP** for the auction	Coal requirement of SEUP in W-IV corresponding to:		Coal Requirement in the FY	Total coal requirement of SEUP met under the auction	Allocated Quantity		
			Minimum of the Scheduled Production	Scheduled Production of the year			Source 1	Source 2	Source 3
							Adjustment Factor		
							37.50%	32.50%	30.00%
		Initial Source-wise Allocated Qty							
				6,00,000			5,20,000	4,80,000	
(A)	(B)	(C)	(D)	(E)	(F) = (C) + (D) - (E)	(G)	IF F>G, then initial source-wise Allocated Quantity otherwise = F*Adjustment Factor		
2052	583333	2041550	2500	583333	1460717	16,00,000	547769	474733	438215
2053	508333	2041550	2500	508333	1535717	16,00,000	575894	499108	460715

All values in TPA, W-IV grade of coking coal

\*\* (Blast Furnace Unit(s)) of the Bidder which is associated with and included as part of the Specified End Use Plant

## 8.9 Issuance of Letter of Intent

8.9.1 Upon successful completion of e-auction, BCCL shall issue a letter of intent in the format set out in Annexure XIII Format of Letter of Intent (“**LOI**”) to the Successful Bidder in respect of inter alia the Allocated Quantity and Washery. The terms of this RFP shall be deemed to be incorporated in the LOI by reference and shall form a part of the LOI and BCCL shall be entitled to exercise all its rights and remedies under this RFP.

## 8.10 Execution of the Transaction Agreements

8.10.1 The Successful Bidder shall, within 60 (sixty) Days of issuance of the LOI by BCCL, submit the following to BCCL:

8.10.1(a) Performance Security as specified in Chapter

11 including the Additional Performance Security if applicable;

8.10.1(b) Upfront Payment as specified in Clause 12.1.1; and

8.10.1(c) Documents specified in Annexure III Documents to be Submitted against FSA together with any other documents as may be requested by BCCL.

8.10.2 Within 15 (fifteen) Days of submission of above-mentioned documents by the Successful Bidder, the Transaction Agreements shall be executed between the

Successful Bidder and BCCL in respect of the Allocated Quantity and Washery.

- 8.10.3 The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Transaction Agreements. The terms of this RFP shall be deemed to be incorporated in the Transaction Agreements by reference and shall form a part of the Transaction Agreements and BCCL shall be entitled to exercise all its rights and remedies under this RFP and the Transaction Agreements. In the event of any inconsistency or difference in the provisions of the RFP and those of the Transaction Agreements, the provisions of the Transaction Agreements shall prevail.

#### **8.11 Cost of Bidding**

- 8.11.1 The Bidders shall bear all costs associated with the preparation and submission of their Bids. BCCL is not bound to accept any Bid and reserves the right to annul the Bidding Process without assigning any reason thereof at any time during the Bidding Process and without incurring any liability to the Bidders.

#### **8.12 Verification of information by the Bidders**

- 8.12.1 It shall be deemed that by participating in the Bidding Process, the Bidder has:

- 8.12.1(a) made a complete and careful examination of the RFP and unconditionally and irrevocably accepted the terms thereof;
- 8.12.1(b) reviewed all relevant information provided by BCCL, as may be relevant to the Bidding process;
- 8.12.1(c) satisfied itself about all matters regarding the Bidding Process required for submitting an informed Bid in accordance with this RFP and performance of all of its obligations hereunder;
- 8.12.1(d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters related to the Bidding 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 BCCL, or a ground for termination of the Transaction Agreements by the Successful Bidder; and
- 8.12.1(e) agreed to be bound by the undertakings provided by it under and in terms hereof.

- 8.12.2 BCCL shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding process, including any error or mistake therein or in any information or data given by BCCL.

#### **8.13 Verification and Disqualification**

- 8.13.1 BCCL reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by BCCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by BCCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BCCL thereunder.
- 8.13.2 *Without prejudice to any other right or remedy that may be available to BCCL under the RFP and/ or the Transaction Agreements, BCCL reserve the right to disqualify the Bidder, cancel the LOI and/ or terminate the Transaction Agreements, as the case may be, and appropriate the entire Bid Security or Performance Security, as the case may*

*be, if:*

- 8.13.2(a) at any time, a misrepresentation on part of the Bidder is made or uncovered,
- 8.13.2(b) the Bidder does not provide, within the time specified by BCCL, the supplemental information sought by BCCL, or
- 8.13.2(c) any act or omission of the Bidder results in violation of or non-compliance with the LOI, the Transaction Agreements, this RFP and/ or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the Bidding Process.
- 8.13.2(d) In the event of any exercise of its rights by BCCL under Clause 8.13, BCCL may also in its discretion, disqualify the Bidder from participating in the auction.

#### **8.14 Amendment of the RFP**

- 8.14.1 At any time prior to the last date (as specified in Clause 2.2.1 for submission of information, documents and payments ("**Bid Due Date**"), BCCL 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 an addendum and/ or corrigendum and/or updated RFP."
- 8.14.2 Any addendum and/ or corrigendum and/or updated RFP issued hereunder will be in writing and shall be accessible to all the Bidders and shall be deemed to be part of the RFP.
- 8.14.3 In order to afford the Bidders a reasonable time for taking an addendum and/ or corrigendum into account, or for any other reason, BCCL may, in its sole discretion, extend the Bid Due Date in accordance with Clause 8.14.1.

#### **8.15 Due Date and Extension**

- 8.15.1 The information, documents and payments pertaining to Bidding Process should be submitted/ uploaded before the Bid Due Date.
- 8.15.2 BCCL may, in its sole discretion, extend the Bid Due Date by issuing an addendum and/ or corrigendum in accordance with Clause 8.14.1 uniformly accessible for all Bidders.
- 8.15.3 Any submission of information, documents and payments pertaining to the Bidding Process after the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **8.16 Rejection**

- 8.16.1 Notwithstanding anything contained in this RFP, BCCL reserves the right to reject any Bid and/ or to annul the Bidding 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 thereof.
- 8.16.2 BCCL reserves the right not to proceed with the Bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 8.16.3 Without prejudice to the generality of the foregoing, BCCL reserves the right to reject any Bid on any criteria specified in this RFP, including without limitation, the following:
  - 8.16.3(a) Bids have not been submitted with all the information and details listed in this RFP;
  - 8.16.3(b) the information, documents and/ or payments with respect to the Bidding Process

are determined to be non-responsive in terms of Clause 9.6;

8.16.3(c) Bids have been submitted without Bid Security; and

8.16.3(d) Bids have otherwise not been submitted in accordance with the RFP.

8.16.3(e) if the Bidder and/ or its Affiliate and/or its Associate Company also submits a bid, then the Bidder along with its Affiliate and/or its Associate Company shall be disqualified/ rejected.

## **Chapter 9 General Instruction to Bidders**

### **9.1 General Terms**

- 9.1.1 Notwithstanding anything to the contrary, contained in this RFP, in the event of a conflict, the relevant provisions of the Transaction Agreements when executed, shall have overriding effect.
- 9.1.2 The documents including this RFP and all attached documents, provided by BCCL are and shall remain or become the properties of BCCL and are transmitted to the Bidders solely for the purpose of preparation and submission of a bid in accordance herewith. Bidders are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause 9.1.2 shall also apply mutatis mutandis to bids and all other documents submitted by the Bidders in relation to the bid, and BCCL will not return to the Bidders any document, or any information provided along therewith.
- 9.1.3 Any issuance of the LOI and execution of the Transaction Agreements pursuant to this RFP shall be subject to the terms hereof and any documents issued pursuant to this RFP and/ or any other document referred herein.

### **9.2 Instructions for Bid Submission**

- 9.2.1 The bid and all related correspondence and documents in relation to the Bidding 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, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 9.2.2 The Bidders are required to submit soft copies of their bids electronically on the Electronic Platform, using valid Digital Signature Certificates and documents mentioned in Clause 8.4.3(c) physically at the address mentioned in Clause 2.3. Bidders have to follow instructions mentioned in Annexure XV Electronic Platform Guidelines for submission of bid. Bid submitted through any other mode shall not be entertained and shall be rejected.
- 9.2.3 Bid once submitted on the Electronic Platform cannot be withdrawn or modified or substituted.
- 9.2.4 BCCL will evaluate only those Technical Bids that are complete in all respects along with the Bid Security, Process Fee, Registration Fee for Access to Electronic Platform, Power of Attorney and any other documents as specified in this RFP. Any Incomplete and/ or conditional Bids shall be liable to rejection by BCCL. The Bidder shall ensure that all the pages of Technical Bid shall contain Bidder's stamp along with signature in indelible ink of the authorised personnel of the Bidder.
- 9.2.5 Bidder should take into account any addendum/ corrigendum published on the website from time to time, before submitting their bids. Bidder should go through

the NIT and the RFP carefully to understand the documents required to be submitted as part of the Bid.

- 9.2.6 Bidder, in advance, should prepare their Bid to be submitted as indicated in the RFP/ schedules/ annexures and generally, they can be in PDF/ XLS/ RAR/ DWF/ JPG formats. The Bid shall be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 9.2.7 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time, i.e. on or before the bid submission time as specified. Bidder will be responsible for any delay due to other issues.
- 9.2.8 The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- 9.2.9 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) Days from the Bid Due Date.

### **9.3 Bidder's Responsibility**

- 9.3.1 The Bidder is expected to carefully examine the contents of all documents provided. Failure to comply with requirements of RFP will be at Bidder's own risk. Prior to submission of Bid, the Bidder is responsible for:
- 9.3.1(a) making a complete and careful examination of requirements, and other information set forth in this RFP;
- 9.3.1(b) seeking any relevant information as required from BCCL; and
- 9.3.1(c) making a complete and careful examination of various aspects of the Project, including but not limited to:
- 9.3.1(d) the Project Land; and
- 9.3.1(e) all other matters that might affect the Bidder's performance under the terms of this RFP.
- 9.3.2 Prospective/ Successful Bidders is required to inform BCCL about any pending proceedings/ outcome of if any, against the Bidder under the Insolvency and Bankruptcy Code, 2016 ("**IBC**") (as amended from time to time), through relevant Board resolutions/ intimation by Company Secretary/ self-declaration by proprietors/ partners (in case of proprietorship or partnership firm respectively). In case of non-intimation about referral/ commencement of IBC proceedings before the National Company Law Tribunal ("**NCLT**") or Debt Recovery Tribunal ("**DRT**"), as the case may be, by the Bidder prior to participation in the auction process or execution of the Agreement, and such lapse comes to the notice of BCCL, the Bid Security submitted by the Bidder shall be forfeited. The Agreement shall be executed only if the matter is resolved in favour of the Bidder by the NCLT/ DRT, as the case may be, subject to Clause 7.3 of this document.

### **9.4 Site Visit and Verification of Information**

- 9.4.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the site conditions, location, surroundings, availability

of power, water and other utilities for renovation, access to Site, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the Site shall be at the Bidder's own expense.

9.4.2 The Bidder and any of its personnel or agents will be granted permission by the Authority to enter upon its premises for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Authority and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9.4.3 The geotechnical and other related data provided by the Authority is based on the investigation conducted by Authority and is for reference purposes only. The Bidder should satisfy himself with the data furnished and make his own investigations, if required, for submitting his Bid.

9.4.4 The Authority shall not be liable in any manner whatsoever to the Bidder and such termination shall be without prejudice to any right or remedy which the Authority shall have under this RFP, the Transaction Agreements or under applicable law.

#### **9.5 Confidentiality**

9.5.1 Information provided under this RFP shall be kept confidential and shall not be disclosed to any person who is not officially concerned with the Bidding Process.

9.5.2 BCCL and the Bidder shall treat all information, submitted as part of Bid, in confidence and will require all those who have access to such information to treat the same in confidence. BCCL and the Bidder may not divulge any such information unless it is directed to do so by any statutory body that has the power under law to require its disclosure. BCCL shall comply with its internal policies in this regard.

#### **9.6 Tests of responsiveness**

9.6.1 BCCL may at any time prior to or post issuance of the LOI determine whether the documents, information and/ or payments in relation to the conditions to the Bidding Process or the Bids have been submitted or received from the Bidder in accordance with the requirements of this RFP. BCCL reserves the right to disqualify any Bidder, cancel the LOI, terminate the Transaction Agreements and forfeit the Bid Security and/ or Performance Security, as the case may be, if it is of the opinion that the conditions to the Bidding Process or any other requirements for subsequent submissions have not been duly satisfied and no request for alteration, modification, substitution or withdrawal shall be considered or permitted by BCCL in respect of the documents/ information submitted with respect to the conditions to the Bidding Process, subsequent documents or payments with respect to the Bids. While making any determination with respect to responsiveness of any documents, information and/ or payments submitted or received from the Bidder, BCCL, may consider such parameters as it may deem relevant including considerations that the same:

9.6.1(a) are as per the prescribed formats and have been submitted or paid in the manner stipulated in this RFP;



- 9.6.1(b) have been submitted by the Bid Due Date including any extension thereof;
- 9.6.1(c) contain all information (complete in all respects) as requested in this RFP;
- 9.6.1(d) are not incorrect, false or misleading etc.;
- 9.6.1(e) do not contain any conditions or and/ qualifications;
- 9.6.1(f) have been provided in relation to one Specified End Use Plant; and
- 9.6.1(g) are generally not considered to be non-responsive in terms of any other parameters as may be considered relevant by BCCL.

Save and except as provided in this RFP, BCCL shall not entertain any correspondence with any Bidder in relation disqualification of a Bidder in accordance with this Clause 9.6.1.

**9.7 Clarifications of Bids/ Shortfall Documents**

- 9.7.1 To facilitate evaluation of Bids, the Authority shall, 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 responses to such clarification(s) shall be in writing.
- 9.7.2 If the Bidder does not provide responses to the clarifications sought under Clause 9.7.1 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.

## Chapter 10 Bid Security and Process Fee

### 10.1 Bid Security

- 10.1.1 The Bidder shall furnish, as part of its Technical Bid, a security in the form of (i) a bank guarantee by an Acceptable Bank, in favour of Bharat Coking Coal Limited in the form and substance as prescribed at Annexure V Format of Bank Guarantee for Bid Security and having a validity period of not less than 210 (two hundred and ten) Days from the Bid Due Date and a claim period of minimum 60 (sixty) Days from the date of expiry of validity period of bank guarantee for Bid Security; or (ii) cash deposit through RTGS into a designated bank account, the details of which shall be specified separately (the “**Bid Security**”). The Bid Security, if issued in the form of a bank guarantee, shall be issued in paper form as well as under Structured Financial Messaging System (SFMS) platform. For example, if Bid Due Date is December 31, 2024, then Bid Security should be valid till at least July 28, 2025 and claim period should be till at least September 26, 2025.
- 10.1.2 The Bid Security shall be INR 100 (Indian Rupees One Hundred) per tonne multiplied by the Link Quantity (i.e. 1,600,000 (one million and six hundred thousand) Tonnes), which shall be INR 16, 00,00,000 (Indian rupees Sixteen Crore). Any Bid not accompanied by the Bid Security shall be summarily rejected by BCCL as non-responsive.
- 10.1.3 Save and except as provided in this RFP, the Bid Security of unsuccessful Bidders will be returned by BCCL, without any interest, upon issuance of the Letter of Intent to the Successful Bidder or when the Bidding Process is cancelled by BCCL.
- 10.1.4 The Successful Bidder’s Bid Security will be returned, without any interest, upon the signing of Transaction Agreements and furnishing of Performance Security including Additional Performance Security, if applicable, in accordance with the provisions thereof.
- 10.1.5 The Bid Security shall be liable to be forfeited and appropriated inter-alia in any of the events specified in Clause 10.1.6 or elsewhere in this RFP. The Bidder, by participating in the Bidding process pursuant to this RFP, shall be deemed to have acknowledged and confirmed that BCCL will suffer loss and damage on account of any default by the Bidder during the Bidding Process. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 10.1.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to BCCL under the RFP and/ or under the Transaction Agreements, or otherwise, under, inter alia, the following conditions:
- 10.1.6(a) The information, documents and/ or payments with respect to the conditions to the Bidding Process are determined to be non-responsive in terms of Clause 9.6;
- 10.1.6(b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 14.1 of this RFP;
- 10.1.6(c) In the case of a Successful Bidder, if it fails within the time limits specified in Clause 8.10:
- (i) to furnish the Performance Security including Additional Performance Security, if

applicable,;

- (ii) to submit the Upfront Payment
- (iii) to submit the documents specified in Annexure III Documents to be Submitted against FSA together with such other documents as may be requested by BCCL; or
- (iv) to execute the Transaction Agreements,

in which case, the Bidder will also cease to be a Successful Bidder.

## **10.2 Process Fee**

- 10.2.1 The Bidders shall be required to submit a process fee in the form of an earnest money deposit ("**Process Fee**").
- 10.2.2 The Process Fee shall be INR 20 (Indian Rupees Twenty) per tonne (inclusive of GST) multiplied by the Link Quantity which corresponds to INR 3,20,00,000 (Indian Rupees Three Crores and Twenty Lakhs).
- 10.2.3 The Process Fee of the Successful Bidder will be debited towards transaction expenses for running the Bidding Process.
- 10.2.4 The Process Fee of the unsuccessful bidders shall be refunded, without any interest, to such Bidder after completion of the Bidding Process.
- 10.2.5 Process Fee shall be submitted along with the Technical Bid in the bank account of BCCL as per details placed at Annexure XV Electronic Platform Guidelines or Clause 2.3.

## Chapter 11 Performance Security under Transaction Agreements

The Successful Bidder shall submit separate performance security under the WDO Agreement and the FSA ("**Performance Security**").

### 11.1 Performance Security under WDO Agreement

11.1.1 The Successful Bidder shall provide to BCCL, a performance security amounting to INR 2,41,00,000 (Indian Rupees Two Crores and Forty One Lakhs) in the form of an irrevocable and unconditional guarantee from an Acceptable Bank, or in the form of a non-interest bearing security deposit in the account of BCCL the details of which is placed at Clause 2.3, for the performance of its obligations under the WDO Agreement within such time as specified in Clause 8.10 ("**Performance Security – WDO Agreement**"). The Performance Security-WDO Agreement shall be maintained until completion of 3 (three) months after the date of expiry of the defects liability period as specified in the WDO Agreement.

11.1.2 The Performance Security-WDO Agreement, if provided in the form of a bank guarantee shall be substantially in the form as provided in the WDO Agreement. The Performance Security-WDO Agreement, if provided in the form of a security deposit shall be non-interest bearing.

### 11.2 Performance Security under FSA

11.2.1 The Successful Bidder shall provide to BCCL, a performance security in the form of an irrevocable and unconditional guarantee from an Acceptable Bank, or in the form of a non-interest bearing security deposit in the account of BCCL the details of which is placed at Clause 2.3, for the performance of its obligations under the FSA within such time as specified in Clause 8.10 ("**Performance Security – FSA**").

The amount of Performance Security should be as under:

*Amount of Performance Security - FSA: 6% of [(Modulated Price x (1+Winning Premium))] x ACQ (1.6 MTPA)*

In case of the blast furnace unit(s) / proposed capacity expansion of blast furnace unit(s) which is yet to be commissioned, the Successful Bidder shall have to declare the timeline for commissioned of such units at the time of execution of the FSA in the form of declaration as per the format in Annexure XXV. For this purpose, the Successful Bidder shall have to submit an additional performance security ("**Additional Performance Security**" or "**APS**") in the form of an irrevocable and unconditional guarantee from an Acceptable Bank, or in the form of a non-interest bearing security deposit in the account of BCCL the details of which is in the following manner:

Scenario	Declaration	Time required for commissioning of Blast Furnace Units	Additional Performance security
Scenario 1	Initial declaration	More than 0 upto 1 year	0%

Scenario	Declaration	Time required for commissioning of Blast Furnace Units	Additional Performance security
	Extension sought	Each additional year of extension upto 42 months, as the case may be.	1% of ACQ for each year (1-365 days). Maximum 3 % of ACQ if extension requested for maximum tenure of 42 months. 1% APS shall be applicable for part Period i.e. from 36 months to 42 months.
Scenario 2	Initial declaration	More than 1 upto 2 years	0%
	Extension sought	Each additional year of extension upto 42 months	1% of ACQ for each year (1-365 days). Maximum 2 % of ACQ if extension requested for maximum tenure of 42 months. 1% APS shall be applicable for part Period i.e. from 36 months to 42 months.
Scenario 3	Initial declaration	More than 2 upto 3 years	0%
	Extension sought	Each additional year of extension upto 42 months	1% of ACQ for each year (1-365 days). Maximum 1 % of ACQ if extension requested for maximum tenure of 42 months. 1% APS shall be applicable for part Period i.e. from 36 months to 42 months.
Scenario 4	Initial declaration	More than 3 upto 42 months	1%

The amount of Additional Performance Security shall be computed as follows:

*Additional Performance Security (APS) = APS% as per table above of [(Modulated Price x (1+Winning Premium))] x ACQ (1.60 MTPA)*

- 11.2.2 The Performance Security - FSA, if provided in the form of a bank guarantee, shall remain valid till 3 (three) months from the date of expiry of the FSA with claim period of at least 1 (one) Year. The Performance Security - FSA, if provided in the

form of a non-interest-bearing security deposit, shall be refunded to the Successful Bidder within 3 (three) months after the date of expiry of the FSA. The return or refund of the Performance Security FSA is subject to successful completion of the obligations of the Purchaser and complete settlement of all claims of the Seller arising out of the FSA.

The Additional Performance Security, if provided in the form of a bank guarantee, shall remain valid till 3 (three) months from the date of commissioning of the Blast Furnace Unit(s) with claim period of at least 1 (one) Year. The Performance Security - FSA, if provided in the form of a non-interest-bearing security deposit, shall be refunded to the Successful Bidder within 3 (three) months after the date of commissioning of the Blast Furnace Unit(s).

11.2.3 The Performance Security – FSA including the Additional Performance Security,, if provided in the form of a bank guarantee shall be in substantially the form as provided in the FSA. The Performance Security – FSA including the Additional Performance Security, if provided in the form of a security deposit shall be non- interest bearing.

11.2.4 The amount of Performance Security - FSA including the Additional Performance Security shall be suitably revised in case of change in Modulated Price. The Successful Bidder shall have to top up/provide a fresh Bank Guarantee (in the event Performance Security – FSA including the Additional Performance Security is submitted in the form of a Bank Guarantee) or deposit addition funds (in case the Performance Security – FSA including the Additional Performance Security is provided in the form of Security Deposit) in case of revision in Modulated Price on account of increase in escalation. The additional performance security shall have to be deposited within 30 (thirty) Days of such revision. Correspondingly, in case of revision in Modulated Price on account of reduction in escalation, Successful Bidder can submit a new Bank Guarantee for the revised value in case the Performance Security- FSA including the Additional Performance Security is submitted in the form of a Bank Guarantee or BCCL shall refund the excess value to Successful Bidder in case the Performance Security- FSA including the Additional Performance Security is provided in the form of Security Deposit

### **11.3 Appropriation of Performance Security /Additional Performance Security**

The Performance Security including the Additional Performance Security may be appropriated by BCCL in the manner specified in the Transaction Agreements and shall be without prejudice to the other rights and remedies available under this RFP, the Transaction Agreements or Applicable Law, without incurring any liability whatsoever.

## Chapter 12 Payments by Successful Bidder

### 12.1 The Successful Bidder shall be required to make payments under the Transaction Agreements as below:

#### 12.1.1 Upfront Payment

Upon issuance of Letter of Intent, the WDO shall pay Upfront Payment to the tune of around INR 16,28, 00,000 (Indian Rupees Sixteen Crores and Twenty Eight Lakhs) comprising aggregate of:

12.1.1(a) INR 9,86,00,000 (Indian Rupees Nine Crores and Eighty Six Lakhs), being fair value of existing assets, plant and machinery, spares; 12.1.1(b) 6,42, 00,000 (Indian Rupees Six Crores and Forty Two Lakhs), being present value of lease rental for first 2 (two) years.

12.1.2 The Upfront Payment shall be made within the timelines prescribed in Clause 8.10.

12.1.3 Non submission of Upfront Payment shall result in termination of the LOI and forfeiture of the Bid Security.

### 12.2 Lease Rentals

12.2.1 Lease rental shall be payable annually towards utilizing the Project Land and other infrastructure. The WDO would be required to make annual payments towards lease rentals for the Transaction as per the lease rental schedule placed at Annexure XXII Lease Rental Schedule (Indicative)

12.2.2 Such lease payments would be payable from 3rd (third) year onwards in accordance with the WDO Agreement.

### 12.3 Payment for Coal Supplied

12.3.1 The Successful Bidder shall be required to make periodic payments for the coal supplied under the FSA based on the following formula:

*[[aggregate of the Modulated Price and (the Winning Premium multiplied by the Modulated Price) multiplied by (the ACQ under the FSA)], where,*

*ACQ = Allocated Quantity being 1.6 MTPA*

12.3.2 Indexation of price payable for Coal supply

12.3.2(a) Wholesale Price Index (WPI) will be used for indexing of the basic price of coal to be supplied under the FSA by applying on prevailing Modulated Price as on 31st March of the year (for the first year of indexing i.e. on 1st April 2023, WPI will be applicable on Notified Price to arrive Modulated Price). Indexation of basic price may be done to the extent of 25%(1/4th) of the movement of WPI.

12.3.2(b) The change in price with WPI (Indexed Price) over previous year shall have a cap of +5%/-2.5% at the upper end and lower end.

12.3.2(c) The Modulated Price, applicable for supply, shall be the Indexed Price or and the prevailing Notified Price for NRS consumers, whichever is higher. In case of

revision in Notified Price anytime during the year, the new Modulated Price shall be arrived by taking the Notified price or the prevailing Modulated Price, whichever is higher. The new Modulated Price will be effective from the date of such revision. The Modulated Price, so arrived, will be rounded off to the next higher integer.

12.3.2(d) The Modulated Price will be calculated on the basis of movement of final WPI index of December every year vis a vis December last year and will be made effective from 1st of April of the following year, starting from 1st April 2023.

12.3.3 The Winning Premium fetched at the time of auction (over Reserve Price) will remain constant and shall be applicable as a percentage over the Modulated Price.

12.3.3(a) In case there is change in Modulated Price during the course of the auction either due to change in Notified Price or application of new Modulated Price (in April), the ongoing auction will continue with the earlier Modulated Price. However, during actual supply, the new Modulated Price will be applicable.

12.3.3(b) CIL/BCCL reserves the right to change/amend/modify the above-mentioned indexation methodology/parameters and the same shall be binding on Seller and Purchaser for all commercial and operational provisions under the FSA.

12.3.3(c) The As Delivered Price of Coal computed pursuant to the above shall exclude sizing charges, transportation charges up to the Delivery Point, rapid loading charges, statutory charges, levies and other charges as may be applicable from time to time, which shall be additionally payable by the Successful Bidder.

12.3.3(d) All royalties, taxes, duties, cess, and such statutory levies payable to the State Government, Central Government and/ or to any other statutory authority on the supply, dispatch and delivery of Contracted Grade of Coal under the FSA shall be borne by the Successful Bidder.

12.3.3(e) In all cases the entire freight charges, irrespective of the mode of transportation of the Coal supplied, shall be borne by and to the account of the Successful Bidder.

12.3.3(f) Notwithstanding anything to the contrary contained herein, the Successful Bidder shall be liable to make payment to BCCL in terms of the FSA, on the basis of Contracted Grade with respect to all quantity of Coal supplied, irrespective of when and in what condition the loaded wagons/ rakes/ road transport vehicles reach or do not reach the destination.



## **Chapter 13 Change in Control and Transfer**

### **13.1 Change in Control/ transfer subsequent to determination of Successful Bidder**

- 13.1.1 Notwithstanding anything to the contrary contained in the Transaction Agreements, any change in Control, ownership or management of the WDO and/or transfer of its Specified End-Use Plant, along with the rights in relation to coal linkage granted under the FSA or operations of the Washery shall only be undertaken or permitted with the prior written approval of BCCL, provided that:
- 13.1.1(a) such change in Control does not result in the WDO becoming non-compliant with any of the Eligibility Conditions enlisted in the RFP or the transferee of the Specified End-Use Plant continues to satisfy all of the Eligibility Conditions under the RFP;
- 13.1.1(b) such change in Control and/ or transfer occurs in accordance with Applicable Laws and conditions for transfer and/or assignment as per Security clause of the WDO Agreement and the change in name provisions of the FSA; and
- 13.1.1(c) Deed of Adherence in format specified in Annexure XI Deed of Adherence is executed and delivered to BCCL.
- 13.1.2 The decision of BCCL in this behalf shall be final, conclusive, and binding on the WDO, and the WDO hereby undertakes that it shall not give effect to any such acquisition of equity or control of the board of directors of the WDO or transfer of the Specified End-Use Plant without such prior approval of BCCL. Any change in Control or transfer of the Specified End-Use Plant not in conformity with this Clause or Applicable Laws shall be deemed to be void ab-initio and BCCL may in such cases, at its sole discretion, appropriate the Bid Security or Performance Security including Additional Performance Security, if applicable, as the case may be, and terminate the WDO Agreement and the FSA.
- 13.1.3 Notwithstanding anything to the contrary contained herein, it is hereby expressly agreed by the WDO that no change shall be effected in its shareholding pattern or beneficial ownership or otherwise so as to make it ineligible in terms of any Applicable Laws, to undertake and perform its obligations hereunder.

### **13.2 Change in Control prior to determination of Successful Bidder**

- 13.2.1 Upon submission of documents and payments relating to the conditions to the Bidding Process but prior to determination of the Successful Bidder, no change in Control of a Bidder shall be permitted without the prior approval of BCCL.
- 13.2.2 BCCL shall grant such approval only if such change in Control does not result in the Bidder becoming non-compliant with any of the Eligibility Conditions and such change in Control occurs in accordance with Applicable Law.
- 13.2.3 The Bidder acknowledges and agrees that in the event of a change in Control of a Bidder during the Bidding process until the determination of the Successful Bidder, the Bidder would be deemed to have knowledge of the same and shall be required to inform BCCL forthwith along with all relevant particulars about the same.

### **13.3 Consequences of default**

- 13.3.1 Any change in Control of the Successful Bidder and/or any transfer of the Specified

End Use Plant along with the rights in relation to the allocated coal linkage and Washery implementation and operations which is not in conformity with this RFP or Applicable Laws shall be deemed to be void ab-initio. BCCL, may in such situations and without prejudice to its rights under Applicable Law, in its sole discretion, appropriate the Bid Security, Performance Security, including Additional Performance Security, if applicable, disqualify the Bidder, terminate the Transaction Agreements and/ or cancel the LOI and allocations, as the case may be.

#### 13.4 Security Provisions for Financing

Subject to Applicable Laws and other applicable provisions of the WDO Agreement, the Successful Bidder shall be entitled to create Encumbrances over the Washery or Site (including leasehold interest of the WDO in the Site) in favor of Lenders for securing financing provided by the Lenders to the WDO for the Build/ Renovation of the Washery (including augmentation, if any) and the Site subject to compliance with the conditions specified in this Clause, which conditions shall be reflected in the financing documents executed by the WDO with the Lenders:

- 13.4.1 the ownership of the Project Land shall always remain vested with BCCL and any creation of any Encumbrance over the assets of the WDO and on leasehold rights of the WDO shall not affect the ownership of BCCL over such Project Land;
- 13.4.2 such Encumbrance shall not continue beyond the Contract Period;
- 13.4.3 in case of an event of default by the WDO under the financing documents executed with the Lenders, the Lenders shall be entitled to enforce the Encumbrance created in their favour in accordance with this Clause, Applicable Law and any other applicable provisions of the Transaction Agreements:
  - 13.4.3(a) the Lender with the highest exposure (in case of multiple banking), shall be entitled to seek a substitution of the WDO by providing a written notice to the Authority (the “**Substitution Notice**”);
  - 13.4.3(b) the Substitution Notice shall contain complete particulars of the proposed transferee (the “**Selectee**”), particulars of compliance of the Selectee with all the Eligibility Conditions specified in the RFP, particulars of the debt due and such data and information as would be necessary and relevant for the Authority to decide as to acceptability of the Selectee;
  - 13.4.3(c) the Authority may require such other information as it may deem fit regarding suitability of the Selectee and the Lenders/Selectee shall promptly provide such information to the Authority;
  - 13.4.3(d) the Substitution Notice must be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by the Authority observe, comply with, perform and fulfil the residual terms, conditions and covenants of the Transaction Agreement as if the Selectee had been the WDO under the Transaction Agreement and to assume, discharge and pay the debt due on terms and conditions agreed to by the Selectee with the secured creditors. The Selectee shall also undertake to enter into such documents and agreements with the Authority as may be necessary or required to give effect to the substitution of the WDO by the Selectee;

- 13.4.3(e) the Authority shall convey its acceptance or otherwise of the Selectee within 60 (sixty) Days of (a) the date of receipt of the Substitution Notice; or (b) the date of receipt of additional information and clarifications requested in respect of any data, particulars or information comprised in the Substitution Notice, whichever is later;
- 13.4.3(f) In the event that the Authority fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Substitution Notice, within the time specified in sub-clause (v) above, the Authority shall be deemed to have accepted the Substitution Notice and the Selectee.
- 13.4.3(g) upon acceptance of the Selectee by the Authority or the Authority having been deemed to have accepted the Substitution Notice, the WDO Agreement shall be assigned in favour of the Selectee when:
- (i) such Selectee and the WDO shall execute a deed of adherence in the format as specified in the WDO Agreement confirming the Selectee's adherence to the terms and conditions of the Transaction Agreements and;
  - (ii) such Selectee shall execute such other documents and agreements with the Authority as may be necessary or required to give effect to the substitution of the WDO by the Selectee.
- 13.4.4 the WDO shall keep the Authority promptly informed about: (i) any default in its obligation under any arrangement with any of its Lenders; (ii) any Encumbrance created over the Washery or the Site under the WDO Agreement; and (iii) any action initiated by the Lenders regarding enforcement of such Encumbrance.

Save and except the creation of Encumbrance for the benefit of the Lenders, the WDO shall not assign, sub-lease or sub-license the WDO Agreement or in any manner create an Encumbrance on the Site or the Washery, or transfer or dispose part or whole of its leasehold rights or interest under the WDO Agreement without the prior consent in writing of the Authority, which consent the Authority may deny without assigning any reason if such sub-lease, sub-license, assignment or Encumbrance has or may affect the rights and obligations of the Authority under the WDO Agreement or Applicable Laws.

## Chapter 14 Fraud and Corrupt Practices

### 14.1 Fraud and Corrupt Practices

- 14.1.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Transaction Agreements. Notwithstanding anything to the contrary contained herein, or in the LOI or the Transaction Agreements, BCCL may reject the Bid, withdraw the LOI and/or terminate the Transaction Agreements, as the case may be, without being liable in any manner whatsoever to the Bidder or the Developer, as the case may be, if it determines that the Bidder or the Developer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 14.1.2 Without prejudice to the rights of BCCL under Clause 14.1.1 above and the rights and remedies which BCCL may have under the LOI or any of the Transaction Agreements or otherwise, if the Bidder or the Developer, as the case may be, is found by BCCL 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 Bidding Process or after the issuance of the LOI or execution of the Transaction Agreements, such Bidder shall not be eligible to participate in any tender or RFP issued by BCCL for a period of 2 (two) years from the date such Bidder or WDO, as the case may be, is found by BCCL 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.
- 14.1.3 For the purposes of this Clause 14.1, the following terms shall have the meaning hereinafter respectively assigned to them:
- 14.1.3(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 Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BCCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Fuel Supply Agreement and/or WDO 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 BCCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Fuel Supply Agreement and/or WDO Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI, or the Fuel Supply Agreement and/or WDO Agreement, who at any time has been or is a legal, financial or technical adviser of the BCCL in relation to any matter concerning the Project;
- 14.1.3(b) "**fraudulent practice**" means a misrepresentation or omission of facts or

suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

14.1.3(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 Bidding Process;

14.1.3(d) "**undesirable practice**" means establishing contact with any person connected with or employed or engaged by BCCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;

14.1.3(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 Bidding Process.

## **Chapter 15 Pre-Bid Conference**

### **15.1 Pre-Bid Conference**

- 15.1.1 Pre-bid conference of the interested parties shall be convened at a time and place specified by BCCL [Dhanbad] in physical/digital mode as per the Bid Timelines in Clause 2.2. The details for joining the pre-bid conference shall be communicated on the Electronic Platform.
- 15.1.2 A maximum of 2 (two) representatives of each Bidder shall be allowed to participate physically, on production of an authority letter from the Bidder. The purpose of the pre-bid conference will be to clarify any issue regarding the Bidding Documents. The Bidder is requested to submit questions for the pre-bid conference online not later than the clarification submission due date as notified by the Authority.
- 15.1.3 Before the pre-bid conference, the interested bidders can send their queries over e-mail provided in Clause 2.3 as per format placed at Annexure VIII Format of Queries.
- 15.1.4 During pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority no later than the clarification submission due date as notified by the Authority. The 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 Bidding Process. Any clarifications provided in the pre-bid conference are only indicative and Bidders will only be entitled to rely on the clarifications subsequently provided in writing by the Authority. Responses would be suitably uploaded on the Electronic Platform.
- 15.1.5 Non-attendance of Bidders at the pre-bid conference will not be a cause for disqualification of the Bidder and it shall be presumed that the Bidder does not require any clarification.

## **Chapter 16 Miscellaneous**

### **16.1 Jurisdiction and Governing Law**

- 16.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi, Jharkhand, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

### **16.2 Suspension**

- 16.2.1 BCCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 16.2.1(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 16.2.1(b) consult with any Bidder to receive clarification or further information.
- 16.2.1(c) qualify or not to qualify any Bidder;
- 16.2.1(d) retain any information and/ or evidence submitted to BCCL by, on behalf of, and/ or in relation to any Bidder; and/ or
- 16.2.1(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.

### **16.3 Liability**

- 16.3.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases BCCL, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

### **16.4 Integrity Pact**

- 16.4.1 The Bidder shall submit a duly signed Integrity Pact as per Annexure X Integrity Pact of the RFP. Any Bid without signed integrity Pact shall be liable for rejection
- 16.4.2 The Bidders are requested to download the Integrity Pact as provided under the Bidding Documents duly signed by Authority and upload the same after it is duly signed and stamped by the Bidder on the Electronic Platform.

### **16.5 Non-Disclosure Undertaking**

- 16.5.1 The Bidder shall execute a Non-Disclosure Undertaking, as per the format provided under Annexure VI Format for Non-Disclosure Undertaking of the RFP. The Bidder will assume full responsibility for the failure to comply with the terms of the Non-Disclosure Undertaking.

### **16.6 Employment of sub-contractor by the Bidder**

- 16.6.1 The Bidder shall ensure that any sub-contractor engaged in performance of any works in relation to the Project shall be subject to compliance with the FDI Policy. Further, if such sub-contractor is from a country sharing land border with India, per the parameters provided below, it requires registration with the Competent Authority.
- 16.6.2 For the purpose of this Clause, 'sub-contractor from a country which shares a land border with India' shall mean:
- 16.6.2(a) an entity incorporated, established or registered in such a country; or
  - 16.6.2(b) a subsidiary of an entity incorporated, established, or registered in such country; or
  - 16.6.2(c) an entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - 16.6.2(d) an entity whose beneficial owner is situated in such a country; or
  - 16.6.2(e) an Indian (or other) agent of such an entity; or
  - 16.6.2(f) a natural person who is a citizen of such a country; or
  - 16.6.2(g) a consortium where any member of the consortium falls under any of the above.
- 16.6.3 Further, "beneficial owner" for the aforementioned purpose, shall in relation to an entity, mean natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means
- For the purpose of this sub-clause-
- (a) where the entity is a company, "controlling ownership interest" means ownership of or entitlement to more than 10% (ten percent) of shares or capital or profits of the company and "control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - (b) where the entity is a partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of/entitlement to more than 15% (fifteen percent) of capital or profits of the partnership;
  - (c) where the entity is an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% (fifteen percent) of the property or capital or profits of such association or body of individuals;
  - (d) where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (e) where the entity is a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries



with 10% (ten percent) or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**16.7 Proprietary data**

- 16.7.1 All documents and other information supplied by a Bidder to BCCL shall remain or become the property of BCCL. It will not return any Bid or any information provided by the Bidder.

**16.8 Explanatory**

- 16.8.1 The RFP documents are to be taken as mutually explanatory unless otherwise expressly provided elsewhere in this RFP.

## **Annexure I Letter Comprising Technical Bid**

To,

The General Manager  
Washery Construction Division  
Bharat Coking Coal Limited  
Koyla Bhawan Koyla Nagar,  
Dhanbad – 826005

**Dated:**

**Sub: Bid for Design, Build/ Renovation, Operation and Maintenance of the Sudamdih Coal Washery with capacity of 1.6 MTPA at Dhanbad, Jharkhand.**

Dear Sir,

With reference to the RFP dated [●] (“**RFP**”) we hereby certify, undertake and confirm as follows:

1. We including each member of the consortium if applicable, satisfy and shall continue to satisfy all the Eligibility Conditions prescribed in Chapter 7 of the RFP;
2. All information provided by us to BCCL is and shall be true and correct and nothing has been omitted which renders such information misleading. If we submit or produce any document and it is discovered subsequently that such document was false, misleading, or incorrect, then we shall be liable under Applicable Laws for the time being in force and subject to the consequences envisaged in the RFP;
3. The Bid is unconditional and unqualified.

All documents required to be submitted electronically on the Electronic Platform as well as the following documents required to be submitted physically with BCCL are duly submitted: (a) power of attorney in the form and substance as specified in

4. Annexure IV            Format of Power of Attorney and Annexure XXIII (if applicable) of the RFP; (b) certified true copy of board resolution authorizing execution of abovementioned power of attorney; (c) certified extract of charter documents i.e., Memorandum of Association and Articles of Association; (d) Bid Security in the form and substance as specified in Annexure V            Format of Bank Guarantee for Bid Security of the RFP (in case Bid Security is being submitted in the form of Bank Guarantee) or proof of Security Deposit; as applicable (e) Documentary Evidence of payment of Process Fee (f) affidavit in the form and substance as specified in Annexure VII Format for Affidavit-Cum-Undertaking of the RFP.
5. All documents submitted by us (other than originals submitted by us) are true copies of their respective originals
6. We shall make available to BCCL any additional information it may find necessary or require, to supplement or authenticate the Bid or eligibility to submit the Bid.
7. We acknowledge the right of BCCL to reject our Bid 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.
8. We have examined and have no reservations to the RFP, Transaction Agreements, Annexures to the RFP and drawings, technical specifications, including any addendum/ corrigendum issued by BCCL and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof including of any addendum and/ or corrigendum to the RFP issued by BCCL;
9. 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 in Clause 14.1 of the RFP document or in respect of any tender or request for proposal issued by or any agreement entered into with BCCL or any other public sector enterprise or any government, Central or State.
10. We have taken steps to ensure that in conformity with the provisions of Clause 14.1 of the RFP document, 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.
11. We understand that you may cancel the Bidding 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 RFP document.
12. 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 BCCL in connection with the selection of the Successful Bidder or in connection with the Bidding process itself and the terms and implementation thereof;
13. In the event of our being declared as the Successful Bidder, we agree to enter into the Transaction Agreements in accordance with the RFP, comply with the terms of such Transaction Agreements and all Applicable Laws and to pay such amounts and provide such performance security, upfront payment and other security as required therein; We agree not to seek any changes in the aforesaid agreements and agree to abide by the same.

14. We declare that we have submitted only 1 (one) Bid and are not a member of or constituent of any other Bidder.
15. We declare that no Affiliate or Associate Company of our Company, has submitted a Bid for the Washery.
16. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
17. In case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate BCCL of the same immediately.
18. We understand that except to the extent as expressly set-forth in the Transaction Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by BCCL or in respect of any matter arising out of or relating to the Bidding Process including the award of Transaction Agreements.
19. We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the Bid. Further, the Authorised Signatory is vested

with requisite powers to furnish such letter and authenticate the same.

20. We certify that in terms of the RFP, our average Net Worth as per standalone audited annual accounts of last 3 (three) financial years, being FY21-2022, FY22-2023 and FY23-2024 is INR [●] (Indian Rupees [●] only).
21. We hereby submit our Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Transaction Agreements.
22. We undertake that in case we emerge as Successful Bidder, then for the purpose of participating in the auction of coal linkages under Non-Regulated Sector conducted by CIL for Steel (Coking) sub-sector, the coal linkage of 1.6 (one point six) MTPA awarded pursuant to this Bidding Process shall be adjusted against the Normative Coal Requirement of our Specified End Use Plant(s).
23. We shall keep this offer valid for 180 (one hundred and eighty) Days from the Bid Due Date specified in the RFP or such extended duration as may be agreed with BCCL.
24. We undertake to submit any revisions of the production schedule (s) corresponding to our captive coal mine(s) in case of any modification to the production schedule by approval of relevant competent authority.
25. we certify that in accordance with Clause 8.7 of the RFP, the details of existing linkage(s) and captive coal mine(s) allocated for the Specified End Use Plant are as follows:

S. No.	Reference No. and Date of fuel supply agreement/ letter of assurance	Annual contracted quantity (MTPA)

S. No.	Name of Captive Coal Mine*	Scheduled Production (Year-on-Year) (MTPA)	Grade of Coal	Date of Grant of Mine Opening Permission

*\*To be provided separately for each coal mine*

26. we undertake that while beneficiation/ washing of raw coal lifted against the FSA, Washed coking coal shall be generated to the tune of at least 20 (twenty) % of raw coal supplied by weight.

In witness thereof, 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

**Schedule 1**

## 1. Bidder Details:

<b>Particulars of Bidder</b>	<b>Details</b>
Name	
Country of Incorporation	
Address of corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/ or commencement of business	

In case of JV/Consortium, details to be provided for all the members of JV/Consortium.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of Specified End-Use Plant(s) owned by the Bidder as per following format:

<b>Name</b>	<b>Capacity*</b>	<b>Location</b>

*\* Bidder to provide capacity of blast furnace including blast furnace unit(s) which are proposed to be commissioned and for which Bidder has done registration under this scheme and the CPP or any cogeneration unit or any other unit*

4. Details of individual(s) who will serve as the point of contact / communication for the Authority:

<b>Particulars of Point of contact</b>	<b>Details</b>
Name	
Designation	
Company	
Address	
Contact Number	
E-mail Address	
Fax Number	
<b>Particulars of Authorised Signatory</b>	
Name	
Designation	
Address	
Contact Number	
E-mail Address	

## Annexure II Statutory Auditor Certificate – Financial Criteria

*(to be certified by Statutory Auditor of the Bidder)*

To,

The General Manager  
Washery Construction Division  
Bharat Coking Coal Limited  
Koyla Bhawan Koyla Nagar,  
Dhanbad – 826005

**Subject: Technical Bid for RFP No. -----**

The following is confirmed in respect of financial status of the company [exact legal name of Bidder] of which we are the Statutory Auditors.

The average Net Worth of the Bidder as per standalone audited annual accounts of last three financial years is as below:

S.No.	Financial Year	Net Worth (in Rs.)	As on financial statements dated
1	FY21-2022		
2	FY22-2023		
3	FY23-2024		
	Average		

In case of JV/Consortium, the above network is to be provided for Lead Member. The

above-mentioned Net Worth has been estimated as below:

**‘Net Worth’** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

### VERIFICATION

I, [●], the [Insert designation] at [name of Statutory Auditor] 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 Bidder and verify that the contents are true and correct and nothing material has been concealed therefrom.

### SIGN AND SEAL OF STATUTORY AUDITOR

Membership No.:

Place:

Date:

UDIN No.:

### **Annexure III Documents to be Submitted against FSA**

#### **For execution of FSA:**

1. Relevant Corporate Authorizations of the Successful Bidder for execution and performance of his obligations under the agreement such as:
  - (a) Notarised Power of Attorney (“**PoA**”).
  - (b) Certified true copy of Board Resolution or Certified true copy of Shareholders Resolution etc. [Note: In case the Bidder wants a different person (different from the one who participated in the online auction on behalf of the Bidder) to enter into the Agreement, a PoA authorizing such person to enter into the Agreement on behalf of the Bidder has to be submitted in the format as provided in the RFP.]
2. Documents with respect to the Specified End Use Plant(s) \*:
  - (a) Commercial Operation Commencement certificate from a certified Chartered Engineer or IEM Part B acknowledgement.
  - (b) Self-attested copy of valid Factory License with respect to the Specified End Use Plant or copy of application filed for renewal of the same in case the Factory License has recently expired. In case Factories Act not applicable due to number of workers employed then an affidavit cum undertaking to the effect that the said unit does not qualify as a factory under the provisions of Factories Act as per stipulations under section 2(m) of Factories Act regarding number of workers/ is to be submitted.
  - (c) Self-attested copy of Consent to Operate with respect to the Specified End Use Plant issued under the relevant pollution control laws or copy of application filed for renewal of the same in case the Consent to Operate has recently expired. Alternatively, a valid no-objection certificate from the relevant State Pollution Control Board may be submitted. Wherever, the relevant State Pollution Control Board does not specify the validity of the certificate issued by them to the Specified End Use Plant, such a certificate will be considered acceptable and an intimation will be sent by relevant Subsidiary to the authority responsible for the issuance of the certificate.
3. Self-attested copy of GSTIN and PAN number of the Successful Bidder.
4. Self-attested copy of the documents uploaded at the RFP stage
5. Valid SSI/industrial registration certificate
6. Documentation with respect to existing coal linkages, assurance of linkages and/ or allocation of mine, as available
7. Performance Security including Additional Performance Security, if applicable (to have already been submitted before execution of the FSA)
8. Details of the coke oven plant, if any, in the format provided below:

<b>Details of the coke oven plant</b>				
Name	Address	Capacity	Quantity of coking/ non-coking coal converted (in Tonnes)	Output in terms of coke (in Tonnes)

*\*only with respect to the blast furnace units including blast furnace unit(s) which are proposed to be commissioned and for which Bidder has done registration under the RFP*



**For lifting of coal:**

1. Notarised power of attorney.
2. Documents with respect to the Washery:
  - (a) Commercial Operation Commencement certificate from a certified Chartered Engineer or IEM Part B acknowledgement.
  - (b) Self-attested copy of Consent to Operate with respect to the Washery issued under the relevant pollution control laws. Alternatively, a valid no-objection certificate from the relevant State Pollution Control Board may be submitted. Wherever, the relevant State Pollution Control Board does not specify the validity of the certificate issued by them, such a certificate will be considered acceptable and an intimation will be sent by the Seller to the authority responsible for the issuance of the certificate.
3. Payment of coal value as per FSA.
4. Authorization document from Purchaser for lifting/supervise loading
5. Documents with respect to the Blast Furnace Unit(s) which were to be commissioned as the time of submission of Bid.
  - a) Commercial Operation Commencement certificate from a certified Chartered Engineer or IEM Part B acknowledgement.
  - b) Self-attested copy of Consent to Operate

*NOTE: Validity of the documents wherever applicable to be maintained for lifting. FSA can be executed and/or coal supply continued for a maximum of three (3) months after the date of expiry of the CTO/Factory License if the Purchaser has submitted proof of its application for renewal of the same.*

**After lifting:**

Yearly coal consumption certificate (as per prescribed format) to be submitted to the Seller duly certified by chartered accountant of the Purchaser within tree (3) months of completion of FY.

Coal (Qty wise)

Opening stock:

Add:

Purchase From CIL sources under FSA:

From any other source:

Less:

Consumption:

Year-end closing stock:

**NOTE**

In case the Specified End Use Plant is a consortium / JV, then all the above requirements, as relevant, have to be met for all plants. However, for the capacity of blast furnace unit(s) which is to be commissioned, if applicable, the relevant documents for such expanded capacity shall be submitted upon commissioning/ operationalization of the same. \_

#### Annexure IV      Format of Power of Attorney

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 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 submission of our bid for the Project proposed or being developed by BCCL including but not limited to signing and submission of all bids and other documents and writings, participate in Bids and other conferences and providing information/ responses to BCCL, representing us in all matters before the Authority, signing and execution of all contracts including the Fuel Supply Agreement and WDO Agreement and undertakings consequent to acceptance of our bid, and generally dealing with BCCL 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 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 ABOVENAMED AUTHORITY HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....

Witnesses:

1.

2.

(Notarised Signature) Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

For

.....

(Signature, name, designation and address)

Notes:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(2) 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.

(3) for a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate.

## **Annexure V      Format of Bank Guarantee for Bid Security**

*(To be submitted on non-judicial stamp paper of the appropriate value in accordance with the Indian Stamp Act 1899. The stamp paper should be in the name of the Executing Bank).*

From:

[Insert Bank's Name, and Address of Issuing Branch or Office]

To:

The General Manager  
Washery Control Division,  
Bharat Coking Coal Limited,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad – 826005

Beneficiary: Bharat Coking Coal Limited (hereinafter called ("**the Authority**"))

Date: \_\_\_\_\_

Bid Security No.: \_\_\_\_\_

1. In consideration of you, being Bharat Coking Coal Limited (hereinafter referred to as the "**BCCL**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive, pursuant to the provisions of the relevant Request For Proposal, the Bid of..... (a company registered under the Companies Act, [1956/2013]) and having its registered office at..... (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the [insert name] Coal Washery ("**Coal Washery**") pursuant to the RFP dated [insert date] issued in respect of the Monetization of Coal Washery (hereinafter collectively referred to as "**RFP**"), we (Name of the Bank) having our registered office at..... and one of its branches located at ..... ("**Bank**"), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservations guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the Bidder and unconditionally and irrevocably undertake to pay forthwith to BCCL an amount of INR [insert amount] (Indian Rupees [insert amount] only) (hereinafter referred to as the ("**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by BCCL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive, and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BCCL is disputed by the Bidder or not, merely on the first demand from BCCL

stating that the amount claimed is due to BCCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR [insert amount] (Indian Rupees [insert amount] only).

3. This Guarantee shall be irrevocable and remain in full force till [insert bank guarantee expiry date] and claims can be lodged till [insert last date of lodgment of claim] or for such extended period as may be mutually agreed between BCCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that BCCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of BCCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between BCCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution, winding up, liquidation, or dissolution of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, BCCL shall be entitled to treat the Bank as the principal debtor. BCCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent or period for Execution of Transaction Agreements by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to BCCL, and the Bank shall not be released from its liability under these presents by any exercise by BCCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of BCCL or any indulgence by BCCL to the said Bidder or by any change in the constitution of BCCL or its absorption, merger or amalgamation with any other person or governmental department or instrumentality, but for this provision, have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed

to [insert name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for BCCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which BCCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BCCL in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by .....Bank

## Annexure VI Format for Non-Disclosure Undertaking

*[On the Letterhead of the Bidder]*

Ref. Date:

To,

The General Manager  
Washery Control Division,  
Bharat Coking Coal Limited,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad – 826005

Sir/Madam,

We, [insert the name of the Bidder] having our registered office at [●] (hereinafter referred to as the **“Receiving Party”**, which shall be deemed to mean and include our successors and permitted assigns), irrevocably and unconditionally undertake the following:

- A. The Receiving Party has received, and may further receive, Confidential Information (as defined hereinafter) from Bharat Coking Coal Limited (**“Disclosing Party”**) either directly or through any other person acting on behalf of the Disclosing Party, in connection with the Bidding Process being conducted by the Disclosing Party pursuant to its RFP No. [●] for selection of a Washery Developer and Operator for Design, Build/ Renovation, Operation and Maintenance of the Sudamdih Coal Washery with capacity of 1.6 (one point six) MTPA at Bokaro, Jharkhand (**“Project”**).
- B. The Receiving Party and its Representatives (as defined hereinafter) shall maintain the Confidential Information on strictly confidential basis in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the **“Business Purposes”**) on the terms and conditions set out below:
- C. **“Confidential Information”** – For the purposes of this Non-Disclosure Undertaking (**“NDU”**), Confidential Information shall mean all strategic and development plans, financial reports, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by the Disclosing Party or to which the Receiving Party may be provided access by the Disclosing Party or others in accordance with the Non-Disclosure Undertaking, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.
- D. **“Non-disclosure Obligations”** – The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
  - (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;



- (b) to not use any of the Confidential Information except for the Business Purposes;
- (c) to not, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this NDU;
- (d) to not use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes;
- (e) to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- (f) to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons;
- (g) to comply with any other reasonable security measures requested in writing by the Disclosing Party;
- (h) to refrain from directly contacting or communicating by whatsoever means to the source(s) of information without written consent of the Disclosing Party; and
- (i) to undertake not to disclose any names and their particulars to third parties without the prior written consent of the Disclosing Party.

**E. Exceptions** – The confidentiality obligations hereunder shall not apply to Confidential Information which:

- (a) is, or later becomes, public knowledge other than by breach of the terms and conditions set-out in this NDU;
- (b) is in the possession of the Receiving Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records. However, the Disclosing Party shall not be responsible or liable for the authenticity or accuracy of such information;
- (c) is required to be disclosed by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction;
- (d) is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

**F. Return of Confidential Information** – The Receiving Party agrees, upon written request of the Disclosing Party or upon termination of the Business Purposes, whichever is earlier, to promptly deliver to the Disclosing Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

**G. No Right to Confidential Information -**

- (a) The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the Disclosing Party to use any of the Confidential Information.
- (b) The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the Disclosing Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the Disclosing Party, and the Receiving Party has no right or title in relation thereto.

**H. No Representation, Warranty or Guarantee** – The Disclosing Party has not made and will not make any representation, warranty, or guarantee as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

**I. No Commitment -**

- (a) The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- (b) The Receiving Party represents and warrants that its access, use, storage, disposal, and disclosure of Confidential Information does and will comply with all applicable national, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.
- (c) The Receiving Party shall implement administrative, physical and technical safeguards to protect Confidential Information that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this NDU
- (d) **Compelled Disclosure** – If the Receiving Party faces legal action to disclose Confidential Information received under this NDU or is requested to disclose Confidential Information pursuant to any applicable law, governmental regulation or legal process, then the Receiving Party shall promptly notify the Disclosing Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the Disclosing Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither the Receiving Party nor the Disclosing Party shall be liable in damages for any disclosures pursuant to such legal action.

**J. Notices:** The communication between the parties is considered delivered and reached

other party if transmitted by fax or electronic means with proof of sending. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this NDU shall be deemed to have been duly given upon the mailing of the notice, post-paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice.

- K. **No Waiver** - The failure of either Party to require performance by the other Party of any provision of this NDU shall in no way effect the full right to require such performance at any time thereafter.
- L. **Governing Law and Jurisdiction** - This NDU shall be governed by and construed in accordance with the laws of India and the courts of Dhanbad shall have exclusive jurisdiction over all matters arising out of this NDU.
- M. **Severability** - If any provision (or part thereof) of this NDU is held to be violation of any applicable law, the same shall be deemed to be deleted from this NDU. The remainder of this NDU shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this NDU.
- N. **Miscellaneous** - The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid Power of Attorney, issued by the Receiving Party in favour of such authorized signatory.

For and on behalf of [insert the name of the Receiving Party]

Signature of the Authorised Signatory

Name of the Authorised Signatory

## Annexure VII Format for Affidavit-Cum-Undertaking

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

### Affidavit-cum-Undertaking

I, \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_ 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\_.
2. I am filing this Affidavit to place on record verification of facts and documents in connection with the Bidding process.
3. I certify and confirm that all the Eligibility Conditions (specified in Chapter 7 of the RFP) required for participation in the Bidding process are satisfied and met by me including each member of the JV/consortium, if applicable..
4. [Insert separate paragraphs for each document brought on record on the website of the Service Provider or physically submitted with BCCL, in a chronological sequence].
5. 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 Clause 14.1 of the 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 BCCL or any other public sector enterprise or any government, central or state.
6. I unconditionally represent that we have submitted only one (1) Bid and are not a member of or constituent of any other Bidder.
7. I unconditionally represent no Affiliate or Associate Company of our Company, has submitted a Bid for the Washery.
8. I certify and confirm that our average Net Worth/Networth of the lead member, as applicable as per standalone audited annual accounts of last three financial years, being FY21-2022, FY22-2023 and FY23-2024 is INR [•]
9. I unconditionally represent that there is no pending / previous litigation against us, which prevents us from fulfilling the terms and conditions of the Transaction Agreements, in the event BCCL enters into the Transaction Agreements with us.
10. I unconditionally represent that we have never been debarred or blacklisted by anybody, pursuant to any business activity undertaken with them or, in relation to any participation by us, in any tender called by them.
11. I unconditionally represent that there is no final conviction for tax purposes over the last 5 (five) years and no final conviction for acts contrary to labour law over the last 5

(five) years.

12. I unconditionally declare that if we emerge successful and are appointed as the WDO, we shall utilize the End Products from the Washery towards the captive consumption within the Specified End-Use Plants as per Applicable Law.
13. I unconditionally represent that we have not been subject to liquidation or bankruptcy.
14. I unconditionally represent that we are a Company, incorporated in India, that owns a Specified End-Use Plant as defined in the RFP.
15. I unconditionally represent that there is no criminal case against the Bidder / its partners / directors / agents pending before any court of law.
16. I hereby certify and declare that the information given above or in the bid form or proposal, are true and correct, and binding on us.
17. That nothing has been concealed in the information submitted as mentioned above.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the RFP dated [●].

Solemnly affirmed and verified on this \_\_\_\_\_ day of (month) 2024 at \_\_\_\_ (place).

(Signature)

(Signature, name and designation of the Authorised Signatory)

**Annexure VIII Format of Queries**

<b>S. No.</b>	<b>Page No.</b>	<b>Part of RFP / FSA/ WDOA</b>	<b>Clause Number</b>	<b>Text provided in RFP/ FSA/ WDOA</b>	<b>Clarification sought with justification (if any)</b>
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]

**Annexure IX Letter of Authorization for Undertaking Site Visit and accessing Data Room**

*[On the Letterhead of the Bidder]*

To,

Date:

The General Manager  
Washery Control Division,  
Bharat Coking Coal Limited,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad – 826005

Subject: Authorization for visiting the Site, Data Room

Dear Sir/Madam,

We, [insert the name of the Bidder], hereby authorize the persons set out below to undertake a visit to the Site, access to data room set up by the Bharat Coking Coal Limited (“**Authority**”), for and on our behalf, pursuant to the Authority’s Request for Proposal No. [●], for Design, Build/ Renovation, Operation and Maintenance of the Sudamdih Coal Washery with capacity of 1.6 (one point six) MTPA at Dhanbad, Jharkhand (“**RFP**”):

S. No	Name of Nominated Personnel	Designation	Organisation	Email ID	Contact Number

We confirm to the Authority that we have duly paid the registration fee as specified in the RFP and submitted the Non-Disclosure Undertaking.

For and on behalf of [insert the name of the Bidder]

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

## **Annexure X      Integrity Pact**

Bharat Coking Coal Limited (hereinafter referred to as “**Authority**”, which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... (hereinafter referred to as “**Bidder**” which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

### **Preamble**

The Authority intends to award, under laid down organizational procedures, contract(s) for..... (hereinafter referred to as the “**Project**”). The Authority necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

### **Section 1: Commitments of the Authority**

1. The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Authority, personally or through family members or through any other channel, will in connection with the RFP for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - (b) The Authority shall, during the Bidding Process treat all Bidder(s) with equity and reason. The Authority will in particular, before and during the Bidding Process, provide to all Bidder(s) the same information and will not provide to any Bidder(s), confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Bidding Process or the contract execution.
  - (c) The Authority shall exclude from the process all known prejudiced persons. The Authority shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
2. If the Authority obtains information on the conduct of any of its employees, Bidder(s), which is a criminal offence under the Indian Penal Code (Amendment) Act 1921 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.
3. The Authority shall disqualify from the Bidding Process all Bidder(s) that fail to sign this Pact or violate its provisions.

### **Section 2: Commitments of the Bidder(s)**

1. The Bidder(s) commits to take all measures necessary to prevent corruption. The



Bidder(s) commits to observe the following principles during his participation in the Bidding Process and during the contract execution.

- (a) The Bidder(s) shall not, directly or through any other person or firm offer, promise or give to any of the Authority's employees involved in the Bidding Process or the execution of the Transaction Agreements or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the Bidding Process or during the execution of the Transaction Agreements.
  - (b) The Bidder(s) shall not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies, particularly to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding Process.
  - (c) The Bidder/ Contractor will not commit any offence under the relevant anti- corruption laws of India. The Bidder(s) shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Authority as part of the business relationship, regarding plans, technical bids, and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s) of Indian nationality shall furnish the name and address of the foreign authorities, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" ("**Guidelines**") shall be disclosed by the Bidder(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s) shall, at the time of submitting the Bid, disclose any and all payments made, committed to or intended to be made to agents, brokers or any other intermediaries in connection with the award of the Project.
2. The Bidder(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from Bidding Process and/or exclusion from future contracts.**

1. If the Bidder(s), before awarding the Project or during execution, commits transgression by violating Section 2 above or in any other form so as to put its reliability or credibility in question, the Authority, at its sole discretion, is entitled to disqualify the Bidder(s) from the Bidding Process or terminate the Transaction Agreements, if already awarded, without prejudice to any other legal rights or remedies available to the Authority under the relevant clauses of the RFP, the Transaction Agreements and Annexures/Schedules of the RFP/Transaction Agreements.
2. If the Bidder(s) commits a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put its reliability or credibility in question, the Authority shall also be entitled to exclude such Bidder(s) from future Bid award processes. The imposition and duration of the exclusion shall be determined by

the Authority, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

3. If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Bidder has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Integrity Pact, during the execution of contract, the Authority will be entitled to exclude such Bidder from further Bid award processes. The exclusion shall be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
4. The Bidder(s) accepts and undertakes to respect and uphold the Authority's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. If the Bidder(s) may prove that he has restored/recouped the damage to the Authority caused by him and has installed a suitable corruption prevention system, the Authority shall, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

#### **Section 4: Compensation for Damages**

1. If the Authority has disqualified the Bidder from the Bidding Process prior to the award of the Project, the Authority is entitled to demand and recover from the Bidder the amount equivalent to Bid Security.
2. If, at any time after the awarding of the Project, the Authority has terminated the Transaction Agreements according to Section 3, or if the Authority is entitled to terminate the Transaction Agreements according to Section 3, the performance security furnished by the Bidder, if any, as per the terms of the Transaction Agreements shall be forfeited without prejudice to any other legal rights and remedies available to the Authority under the relevant clauses of Transaction Agreements.
3. The Bidder(s) understands and agrees that the above shall be in addition to the disqualification and exclusion of the Bidder(s), as shall be imposed by the Authority in terms of Section 3 above.
4. The Bidder(s) undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Authority.

#### **Section 5: Previous transgression**

1. The Bidder(s) herein declares that it has committed no transgressions in the last three (3) years with any other company in any country conforming to the anti-corruption approach as detailed herein or with government/ any other public sector enterprise in India that could justify its exclusion from the Bidding Process.
2. If at any point during the Bidding Process or after the awarding of the Transaction Agreements, it is found that the Bidder(s) has made an incorrect statement on this subject, he may be disqualified from the Bidding Process, or if as the case may be, that the Transaction Agreements, is already awarded, it will be terminated for such reason

and the Bidder(s) can be blacklisted in terms of Section 3 above.

**Section 6: Criminal charges against violating Bidder(s)**

If the Authority obtains knowledge of conduct of a Bidder or any employee or a representative or an associate or sub-contractor of a Bidder, which constitutes a criminal offence under the Indian Penal Code 1860/ Prevention of Corruption Act 1988, or if the Authority has substantive suspicion in this regard, the Authority shall forthwith take actions in accordance with applicable law.

**Section 7: Duration of the Integrity Pact**

1. This Integrity Pact shall come into force when both parties have legally signed it and for the Successful Bidder, the Integrity Pact will be part of the Transaction Agreements). It expires for the Successful Bidder 12 months after the expiry or termination under the respective contract. The Integrity Pact shall expire in case of the unsuccessful Bidder(s), two (2) months after the agreements for the project has been awarded.
2. If any claims made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BCCL.
3. The Bidder(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Transaction Agreements having been made, if any transgression/violation of the terms of this Integrity Pact comes/is brought to the notice of the Authority, it may, subject to its discretion, blacklist and/or exclude such Bidder(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Authority.

**Section 8 – Other provisions**

1. This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Authority, i.e. Dhanbad.
2. Any changes and supplements under the Integrity Pact shall be made in writing.
3. In case one or several provisions of this Integrity Pact are deemed invalid, the remainder of this Integrity Pact shall continue to remain valid and binding on the Authority as well as the Bidder(s).

(For & On behalf of the Authority)

(For & On behalf of Bidder)

Place:

Date:

Witness 1: (Name & Address)

Witness 2: (Name & Address)

## Annexure XI Deed of Adherence

This Deed of Adherence (“**Deed**”) is executed at [insert place] on the [insert day] day of [insert month] of [insert year] (“**Date of Execution of Deed**”) by and between:

1. [insert name], a company incorporated under the [insert details] and having its registered office at [insert address] (hereinafter referred to as the “**Assignor**”), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. Bharat Coking Coal Limited, a company incorporated under the Companies Act 1956 and having its registered office at Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand, India (hereinafter referred to as “**BCCL**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
3. [insert name], a company incorporated under the [insert details] and having its registered office at [insert address] (hereinafter referred to as the “**Assignee**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The Assignor, BCCL and the Assignee are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

Capitalized terms used herein and not defined shall have the meaning assigned to them in the Agreement.

WHEREAS:

- (a) The Assignor and BCCL are parties to a fuel supply agreement dated [insert date], and a washery development and operation agreement dated [insert date] in relation to the design, Building/ Renovation, operation, and maintenance of the Sudamdih Coal Washery with capacity of 1.6 (one point six) MTPA at Dhanbad, Jharkhand (“**Transaction Agreements**”).
- (b) In this Deed, except as the context may otherwise require, all words and expressions defined in the Transaction Agreements shall have the same meanings when used herein.
- (c) The Assignee hereby undertakes to all persons who are at present or who may hereafter become bound by the Transaction Agreements, to adhere to and be bound by all the duties, burdens and obligations, if any, of the Assignor, as may be specified in any of the Transaction Agreements and all documents expressed in writing to be supplemental or ancillary thereto as if the Assignee had been an original party to the Transaction Agreements since the date thereof.
- (d) The Assignee hereby undertakes to all persons who are at present or who may hereafter become bound by the Transaction Agreements to adhere to and be bound by all the duties, burdens and obligations in relations to the Project, as may be specified in the Transaction Agreements and the rules, regulations, amendment thereto (“**Applicable Laws**”) as if the Assignee had been an original party to the Transaction Agreements since the date thereof.

(e) This Deed of Adherence shall be governed by and construed in accordance with the laws of Republic of India and the courts of [●], India shall be the forum for the administration hereof.

IN WITNESS WHEREOF, this Deed of Adherence has been executed as a deed on the date first above written.

Signed and delivered by the within named Assignee by the hand of [●] (Authorised Signatory / Director)

In the presence of

(name, address of witness)

Signed and delivered by the within named Assignor by the hand of [●] (Authorised Signatory / Director)

In the presence of

(name, address of witness)

Signed and delivered by the within named BCCL of [●] (Authorised Signatory / Director)

In the presence of

(name, address of witness)

**Annexure XII Consumption Norms**

<b>Grade of Coking Coal</b>	<b>Indigenous Coking coal requirement per tonne of hot metal , kg/thm</b>
Steel Grade-I	410
Steel Grade-II	330
Washery Grade-I	365
Washery Grade-II	470
Washery Grade-III	600
Washery Grade-IV	820
Washery Grade-V*	820
Washery Grade-VI*	820
Washed Coking Coal	246

Note: \* Since no norms is available for Washery V and Washery VI coking coal, for this auction, the normative requirement of an end use plant bidding for Washery V and/or Washery VI coking coal shall be determined on the norms for Washery IV grade coking coal. Subsequently, on receipt for Washery V and Washery VI norms from the concerned authority, the above table may undergo modification, if required.

The Normative Coal Requirement shall be calculated based on an assumption of 85% (eighty-five per cent) capacity utilization on an annual basis. Further, in accordance with Clause 8.7, the minimum Scheduled Production of coking coal over 30 years (starting from current financial year) of any coal mine allocated (pro-rated for the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder in the event of a combination of end use plants to which the mine was allocated), adjusted for grade, shall be reduced from the Normative Coal Requirement of the Specified End Use Plant(s) (Blast Furnace Unit(s)) of the Bidder, arrived based on the above.

### Annexure XIII Format of Letter of Intent

*(To be issued on BCCL's letterhead)*

Ref No. \_\_\_\_\_

LETTER OF INTENT (LOI)

To,

[Name and registered office address of the Successful Bidder]

**Kind Attention:** [Mr./Ms (Authorized Signatory of the Successful Bidder)]

**Subject: Letter of Intent – Appointment of Washery Developer and Operator (WDO) for Sudamdih Coal Washery**

Ref:

- (i) RFP No ----- issued by Bharat Coking Coal Limited (“**BCCL**”) for selection of Washery Developer and Operator to Design, Build/ Renovate, Operate, Maintain and Transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model (“**Transaction**”).
- (ii) Your Bid submitted against the above RFP on the Electronic Platform [to include a reference number if any]

Madam/Sir,

In inviting reference to the above, I am directed to declare [name of the Successful Bidder] which has participated in the captioned Bidding Process as the Successful Bidder (% Winning Premium of [ ]%, in accordance with the terms and conditions of the Bidding Documents for carrying out the Scope of Works as mentioned in the RFP to Design, Build/ Renovate, Operate, Maintain and Transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model.

The Successful Bidder shall be required to perform the following activities:

- (a) Submit acceptance of this Letter of Intent within 5 (five) Days from issuance of this Letter of Intent.
- (b) Within 60 (sixty) Days from issuance of this Letter of Intent, submit the following:
  - 1. Performance Security under FSA including Additional Performance Security, if applicable of INR [●]
  - 2. Performance Security under WDO Agreement of INR [●]
  - 3. Upfront Payment of INR [●]

Within 15 (fifteen) Days of submitting the Performance Security including Additional Performance Security, if applicable and Upfront Payment, the Successful Bidder shall be required to depute an Authorized Signatory at the following address to execute the Transaction Agreements, being the Fuel Supply Agreement and the Washery Development and Operations Agreement.

The General Manager  
Washery Construction Division  
Bharat Coking Coal Limited  
Koyla Bhawan Koyla Nagar,  
Dhanbad – 826005

The Authorised Signatory deputed by the Successful Bidder should be present at the aforementioned time and place inter alia along with: (a) original documents confirming identity of such person along with a self-attested photocopy of the same; and (b) true copy of power of attorney/board resolution in favour of the Authorised Signatory to execute the Transaction Agreements including the extract of the charter documents or documents such as a board or shareholders resolution authorizing the execution of such power of attorney and/or the Transaction Agreements.

This Letter of Intent is only indicative, and any entitlements are subject to execution of the Transaction Agreements in accordance with the provisions of the Bidding Documents and satisfaction of the conditions prescribed in the Transaction Agreements.

The terms of the Bidding Documents are incorporated in this Letter of Intent by reference and form part of this Letter of Intent. BCCL shall be entitled to exercise all its rights and remedies as stipulated in the Bidding Documents.

(Signatory)

Acknowledged and Accepted by:

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Successful Bidder

Note:

The format of LOI set out hereinabove is merely indicative in nature. BCCL reserves the right to modify or amend the same at its sole and absolute discretion.



#### **Annexure XIV Modalities for Banning/ Blacklisting of NRS Consumers for Misutilization/ Misdirection of Coal**

##### **A. Major circumstances of Banning/ Blacklisting for misutilization/ misdirection of coal:**

- Communication from Statutory authorities like CBI, Police, Court of law etc. containing allegations/finding/ establishing charge(s) of misutilization of coal against any non-power unit and/ or its director/management.
- Finding of the instance of misutilization of coal internally by the coal company.

##### **B. Guiding principle regarding banning/ blacklisting of consumers for misutilization/ misdirection of coal:**

- Prior to suspension or banning for supply/participation, as it may, a notice calling for explanation will be issued by the supplying coal company, pursuant to approval of competent authority, to the alleged customer.
- The period of suspension/banning shall be for a period of 5 years. In case the reason of such suspension is mitigated earlier then the suspension will stand accordingly withdrawn.
- Wherever the reason of suspension is not completely mitigated (because of reasons like pendency of trial or no clearance given by enforcement authority etc.), the period of suspension to be extended till the time of acquittal or a direction/clearance is given by enforcement authority/ Court or maximum period of banning, as imposed, whichever is earlier. However, participation in linkage auction shall not be restricted as long as charge-sheet is not filed against the consumer.
- Wherever the allegations stand proved, all running coal supply agreements will be terminated forthwith with corresponding forfeiture of EMD/Security Deposit, as a penalty towards the breach. Moreover, further participation in Linkage auction by the plant shall also be banned till completion of tenure of suspension/banning.

##### **C. Detailed Guideline regarding period of suspension/banning covering the aspects of supply of coal under FSA and participation in linkage auction:**

1. Complain regarding misutilization of coal received from statutory authorities/ CBI/ Investigating agencies:

###### **i. Supply of coal under Fuel Supply Agreement:**

- a. Upon receipt of any adverse report/ order, coal supply and further transaction under Fuel Supply Agreement will be stopped for concerned non-power unit immediately.
- b. If charge sheet is not filed before relevant adjudicating forum within 6 months of such suspension, the supply/transaction will be resumed with the condition (rider) that suspension may be re-imposed on filing of chargesheet at any point of time, under intimation to the concerned authority. In case charge sheet is issued subsequently, supply/transaction will again be suspended.
- c. If the charge sheet is filed within six months of such suspension, the suspension of supply and transaction will continue.

- d. In case charge sheet is filed, suspension will be re-imposed and supply of coal will only be restored as per terms of FSA only on acquittal/clearance or an order to that effect by the investigating agency or Court.
- e. In case a unit or its director is found guilty/convicted, suspension will continue for a period of 5 years, effective from the date of commencement of last suspension or the completion of penalty, whichever is earlier.
- f. Since any conviction amounts to material breach of the agreement, the EMD/Security deposit, as it may, in such cases shall stand forfeited.

**ii. Participation under NRS Linkage auction:**

- a. On receipt of communication from statutory authority, the consumer put under suspension will be eligible to participate in the NRS linkage auction till charge sheet is filed. However, in case the charge sheet is filed, the unit will not be eligible to participate in any auction and/ or to sign the FSA till his acquittal/clearance.
  - b. In case charge sheet is not issued within 6 months of completion of auction of the relevant subsector (where the unit has participated) FSA shall be signed and supply shall be commenced. However, such supply shall be guided by the procedure mentioned at 1(i) above.
  - c. In case charge sheet is issued within 6 months of completion of auction of the relevant subsector (where the unit has participated), the bid shall not be converted to FSA and relevant bid security shall be forfeited.
  - d. If found guilty/convicted, banning for participation will continue for a period of 5 years effective from date of commencement of last suspension/ date of conviction, whichever is earlier.
2. Misutilization of coal as per findings of coal company:

**i. Supply of coal under Fuel Supply Agreement:**

- a. On finding the evidence/proof of diversion of coal or discrepancy in the coal stock (5% or more) against coal procured under any of present FSA, will be sufficient reason to put concerned NRS linkage holding unit under suspension.
- b. On scrutiny within 3 months from the date of primary suspension, if misutilization is not proved, the coal supply shall be resumed.
- c. In case misutilization of coal under any present or past FSA is proved at any point of time, supplies to the unit will be suspended for 5 years. In such case, all running FSA/LOI will be terminated as per provision of Scheme/FSA/guideline by treating it as gross material breach of the intent for which agreement(s) was/ were entered into with consequent forfeiture of EMD/ SD, as it be.

**ii. Participation under NRS Linkage auction:**

- a. On finding the evidence/proof of diversion of coal or discrepancy in the coal stock (5% or more) against coal procured under any of present FSA, participation in linkage auction of the unit shall not be restricted. However, signing of FSA shall be put on hold for the time being.
- b. In case misutilization is not proved within 3 months from the date of primary finding

by Coal Company, FSA shall be signed. Supply shall be guided by the above mentioned methodology as at 1(i) above.

- c. In case misutilization of coal under any present or past FSA is proved at any point of time, participation under NRS linkage auction shall be suspended for maximum period of 5 years from the date of communication of such order to this effect.
- D. Show Cause Notice:** All the above cases where coal supplies are to be suspended & signing of FSA withheld or FSA is contemplated to be terminated, a prior Show-Cause notice shall be issued to the concerned party.
- E. Change of Plant ownership:** In the event of transfer of end use plant/takeover of a company/change of management/change of name etc. (including but not limited to NCLT and other Governmental proceedings) during the period of debarment, the new owner shall remain debarred for the remaining period of suspension of 5 years.
- F. Undertaking by Unit:** All the bidders/ FSA holders shall submit an undertaking in the form of an affidavit sworn before appropriate authority about factual status of investigations, if any and its current status against them by investigating agency or Court of law, regularly once a year.
- G. Treatment of cases against which misutilization of coal was reported earlier and action already taken by coal companies-**

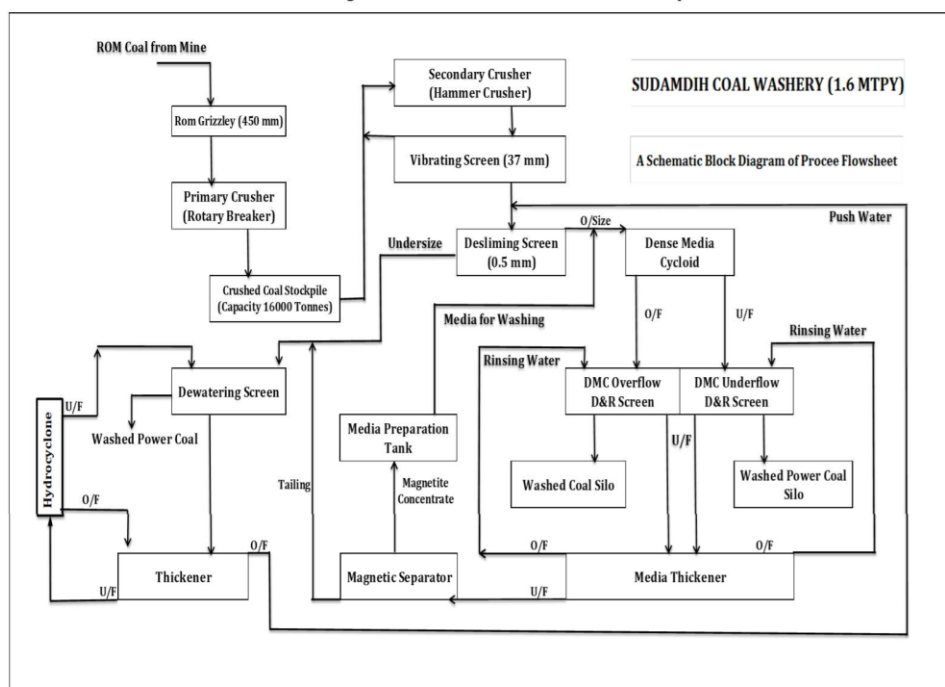
The above provisions will also apply to all the units uniformly, including those suspended earlier, and based on certain reference/ findings of Coal Company / statutory authority. In case the stipulated period of suspension/ banning, as it may, has already exceeded five years, the status of such units shall stand restored automatically, in line with aforesaid recommendations. Coal company shall make necessary intimation/communication to all concerned including Linkage Auction service provider regarding invoking and revoking banning/suspension for supply/participation on any unit/consumer, as deemed required.

**Annexure XV    Electronic Platform Guidelines**

*(Uploaded Separately)*

## Annexure XVI Process Flow Chart

### Existing Flow Sheet of Sudamdih Coal Washery



## Annexure XVII Details of Coal Linkage

				Allocated Quantity**																							
NA ME OF WAS HER Y	AREA	Mine	GR AD E *	20 27 - 28	20 28 - 29	20 29 - 30	20 30 - 31	20 31 - 32	20 32 - 33	20 33 - 34	203 4 - 35	2035 - 36	2036 - 37	2037 - 38	2038 - 39	2039 - 40	204 0- 41	204 1- 42	204 2- 43	204 3- 44	204 4- 45	204 5- 46	204 6- 47	204 7- 48	204 8- 49	204 9- 50	
SUD AMD IH 1.6 MTY WAS HER Y	KUSU NDA	ENA	W-III	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	BAS T ACOL L LA	BAST ACOL LA	W- IV	0.45	0.50	0.50	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		BLOC K F	W-III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	
	W-IV		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
	LODN A	NT-ST MDO	W-III	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.30	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	
			W-IV	0.20	0.20	0.20	0.20	0.20	0.20	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	
		Joyrampur	W-III	0.30	0.30	0.3 0	0.3 0	0.3 0	0.3 0	0.3 0	0.3 0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	EJ	Bhowr ah	W-III	0.30	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
GRADE-WISE TOTAL			W- III	0. 95	0.90	0.9 5	0.9 0	0.9 0	0.9 5	0.9 5	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85		
			W- IV	0. 65	0.70	0.6 5	0.7 0	0.7 0	0.6 5	0.6 5	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	
TOTAL LINKED COAL				1. 60	1.60	1.6 0	1.6 0	1.6 0	1.6 0	1.6 0	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60		

**\* The actual supply pursuant may vary between and/or beyond the quality parameters indicated above. Beyond financial year 2030, the Seller shall ensure supply of raw coal with similar characteristics as mentioned above.**

**\*\* includes buffer quantity, actual quantity supplied shall be limited to one point six (1.6) MTPA**





**Annexure XVIII Washery Development & Operations Agreement**

*(Uploaded Separately)*

**Annexure XIX    Fuel Supply Agreement**

*(Uploaded Separately)*

**Annexure XX    Schedule of Encumbrances**

*The same shall be shared separately, if any*

## **Annexure XXI Self-Certificate for Captive Coal Mine**

(To be submitted separately for each captive coal mine, on the letter head of the Bidder)

Date: [insert Date]

Ref: Request for Proposal dated [insert Day/Month, Year]

Dear Sir,

With reference to the Request for Proposal dated [●] we hereby certify, undertake and confirm as follows:

### **(A) Mine Opening Permission is Available**

1. Coal Controllers' Organisation has granted the mine opening permission for the [insert name] coal mine on [DD-MM-YY].
2. The Scheduled Production for the said coal mine for the 30 years commencing from the current financial year is as below :

30 Year Scheduled Production for [insert name] coal mine

<b>Financial Year</b>	<b>Scheduled Production (TPA)</b>
[Insert Year 1]*	
[Insert Year 2]	
[Insert Year 3]	
[Insert Year 4]	
[Insert Year 5]	
[Insert Year 6]	
[Insert Year 7]	
[Insert Year 8]	
[Insert Year 9]	
[Insert Year 10]	
[Insert Year 11]	
[Insert Year 12]	
[Insert Year 13]	
[Insert Year 14]	
[Insert Year 15]	
[Insert Year 16]	
[Insert Year 17]	
[Insert Year 18]	
[Insert Year 19]	
[Insert Year 20]	
[Insert Year 21]	
[Insert Year 22]	
[Insert Year 23]	
[Insert Year 24]	
[Insert Year 25]	
[Insert Year 26]	
[Insert Year 27]	
[Insert Year 28]	

Financial Year	Scheduled Production (TPA)
[Insert Year 29]	
[Insert Year 30]	
<b>Minimum Scheduled Production</b>	

\*In the event Mine Opening Permission is granted in the current financial year, first financial year should correspond to the period between the date of grant of Mine Opening Permission and the corresponding financial year end. In the event of already producing mine, first financial year shall be the current financial year in which this auction is being held.

Copy of the mine opening permission is enclosed herewith.

OR

**(B) Mine Opening Permission is not Available**

2. Coal Controllers' Organisation has not granted the mine opening permission for the [insert name] coal mine as on date of issuance of this certificate.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Request for Proposal.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and seal of Bidder

Date:

Place:

**Annexure XXII Lease Rental Schedule (Indicative)**

<b>Year</b>	<b>Upfront Payment # (Rs. Crore)</b>	<b>Annual Payout (Rs. Crore)</b>
Year 1	6.42	
Year 2		-
Year 3		3.63
Year 4		3.85
Year 5		4.08
Year 6		4.32
Year 7		4.58
Year 8		4.85
Year 9		5.15
Year 10		5.45
Year 11		5.78
Year 12		6.13
Year 13		6.50
Year 14		6.89
Year 15		7.30
Year 16		7.74
Year 17		8.20
Year 18		8.69
Year 19		9.22
Year 20		9.77
Year 21		10.35
Year 22		10.98
Year 23		11.63
Year 24		12.33
Year 25		13.07
<b>In Case of further extension by a period of 5 years, lease rentals would be payable as follows:</b>		
Year 26		13.86
Year 27		14.69
Year 28		15.57
Year 29		16.50
Year 30		17.49

# payable as part of Upfront Payment prior to signing of Transaction Agreement  
 @ payable from 3rd year onwards

Note: The Lease Rentals have been determined considering fixed annual escalation rate of 6% (adopted from Master Circular on 'Policy for Management of Railway Land' dated 04.10.2022, issued by Railway Board, Ministry of Railways, Government of India).

**Annexure- XXIII Power of Attorney for Lead Member (as applicable)**

**WHEREAS** the [●] (“**the Authority**”) has invited Bid from interested parties to design, Build/ Renovate, operate & maintain and transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model (the “**Transaction**”).

**WHEREAS**, [●], [●], and [●] (collectively the “**Consortium**”) being members of the Consortium are interested in bidding for the Transaction in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Transaction, 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 declared Successful, during the execution of the Transaction 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 Transaction, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Intent, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute the Transaction Agreements 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 Transaction and/ or execution of the Transaction Agreements and/ or till the term/contract period of the Transaction Agreements.

**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- XXIV 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) Bharat Coking Coal Limited (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 Bid by its Request for Proposal dated [●] (the “RFP”) for selection of Bidder to design, Build/ Renovate, operate & maintain and transfer the Washery on Build/Renovation, Operation, Maintenance and Transfer model (the “**Transaction**”).
- (B) The Parties are interested in jointly bidding for the Transaction as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Transaction Agreements in respect of the Transaction, 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. 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;
- (b) Party of the Second Part shall be the other member of the Consortium; and
- (c) Party of the Third Part shall be the other member of the Consortium.

**4. Joint and Several Liability**

- 4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Transaction and in accordance with the terms of the RFP and the Transaction Agreements.
- 4.2 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.

**5. 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.

## **6. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect under the Transaction Agreements, in case the Consortium is declared as the Successful Bidder. However, in case the Consortium is either not technically qualified for the Transaction or not declared as the Successful Bidder, the Agreement will stand terminated.

## **7. Miscellaneous**

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

7.2 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-XXV Declaration of the bidder at the time of execution of FSA**

Pursuant to the RFP dated [insert date] (“**RFP**”), I, ..... On behalf of M/s [Name of Successful Bidder], Successful Bidder for Transaction, declare that blast furnace unit(s) of \_\_\_\_\_(insert capacity) is presently planned/under development/under commissioning. The blast furnace unit(s) shall be commissioned as per the following schedule.

Particulars	Insert Date
Expected commissioning of Blast Furnace Unit(s)	

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and seal of Bidder

Date:

Place: