

APPENDIX-8: FORMAT FOR POWER OF ATTORNEY

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/- DULY NOTARIZED)

Know all men by these presents, We, *[name of entity / Lead member of consortium and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr. / Ms.*[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/ retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Acquisition and Handover of Land, Design, Engineering, Supply and Procurement, Construction, Erection, Testing, Commissioning, and Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plant of capacity 100 MW(AC) including Evacuation Infrastructure in the State of Gujarat for Coal India Ltd (the "Client"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

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

IN WITNESS WHEREOF WE, *[name of entity / Lead member of consortium]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in "yyyy" format]*.

For *[name and registered address of entity / Lead member of consortium]*
[Signature]
[Name]
[Designation]

Witnesses:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Accepted
[Signature]
[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

APPENDIX-9: PROFORMA FOR EXECUTION OF AGREEMENT

NON-JUDICIAL STAMP PAPER (of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at (here-in-after called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership / proprietorship / Ltd. Co. etc.) firm under the name and style (here-in-after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
2. The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule-A General Terms & Conditions, Special Conditions, General Technical Conditions, Erection Conditions of Contract, Technical Specifications and Safety Code (Page to)
 - iii) Schedule-B The probable Quantities and Amount (Page to)
 - iv) Schedule-C Negotiation letters (Page to)
 - iv) Schedule-D Letter of Acceptance/Work Order (Page to)
 - v) Schedule-E Drawings (Page to)
3. In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the

extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

- 4. The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of B.G.
- 5. The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....
The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address:

Occupation:

Signed by Srion behalf of Signature
(Name of Company) in presence of -

1. Name: Signature

2. Address:.

APPENDIX-10: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)

TENDER FOR WORK

I/We hereby tender for the execution for the COAL INDIA LIMITED (CIL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of ----- Days as per LOA / Work Order and subject to the annexed conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

1	Name of Work	
2	Agreement Value of Work	
3	Performance Security Deposit	
4	Additional Performance Security Deposit	
5	Percentage to be deducted from Bills	
6	Scheduled Date of Commencement of Work	
7	Scheduled Date of Completion of Work	

APPENDIX-11: TECHNICAL SPECIFICATIONS

Enclosed separately

APPENDIX-12: BID SECURING DECLARATION

(On Letter Head of Bidder)

I / We,....., Proprietor/Partner/Legal
Attorney/Director/Accredited Representative of M/S.and
submitting Bid for the
work.....
.....against
NIT No.....Dated.....solemnly declares that:

i) If, I/We withdraw or modify my/our Bids during the period of validity,

OR

ii) If, I/We am/are awarded the contract and fail to sign the contract within the stipulated time as per bid document,

OR

iii) If, I/We, fail to submit Performance Security before deadline,

OR

iv) Any other default which attracts forfeiture of EMD as defined in the Tender documents, then, I/We will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

Signature of the Bidder
or
his Authorized representatively
(In case of partnership / JV, signature of all
partners of partnership firm / JV)

Date.....

APPENDIX-13: PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE

(Applicable for Partnership Firm & Joint Venture)

We, all the Partners of M/s (Partnership Firm / Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work “” tendered by Coal India Limited, vide NIT No..... dated and Tender Id :

A. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or Engineer in Charge. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

B. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Signature of Partners of Partnership Firm/ Joint Venture :

- | | | |
|----|--------------------------|--------------------|
| 1. | Name of Partner : | Signature : |
| 2. | Name of Partner : | Signature : |

APPENDIX-14: PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We,, Proprietor / Partner / Legal Attorney / Director / Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/ Our Partners/Directors don't has/have any relative as employee of Coal India Limited.

OR

The details of relatives of Myself/Our Partners/ Directors working as employee of Coal India Limited

- a. Name of the employee
 - b. Place of posting
 - c. Department
 - d. Designation
 - e. Type of Relation – Wife / Husband / Father / Step-father / Mother / Step Mother / Son / Step-Son / Son's wife / Daughter / Daughter's Husband / Brother / Step Brother / Sister / Step-Sister.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
 4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
 5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
 6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
 7. *I/We hereby confirm that we have registration with CMPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF authorities, if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

- 8. **** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.**

(In case of JV, all partners are covered)

Or

****I / We have been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....**

[In case of JV, name(s) of the JV Partner(s)]

**** Delete whichever is not applicable.**

- 9. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).

- 10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

10(a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.

10(b). If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

Date.....

Signature of the Bidder

**APPENDIX-15: RFS ISSUED BY GUVNL FOR THE PROJECT –
RFS No. GUVNL / 500 MW / SOLAR (PHASE XII) DATED
23.01.2021**

Enclosed separately

**APPENDIX-16: PPA TEMPLATE ISSUED BY GUVNL FOR THE
PROJECT AS PART OF THE RFS No. GUVNL / 500 MW / SOLAR
(PHASE XII) DATED 23.01.2021**

Enclosed separately

APPENDIX-17: FORMAT FOR DETAILED PROJECT SCHEDULE

(to be furnished by the Bidder in the Bid in form of Gantt Chart or PERT Chart)

Sl. No.	Activity	Weeks							
		W1	W2	W3	Wn
1.									
2.									
3.									

The Bidder shall ensure that the Project COD is achieved within 365 days of issuance of LOA.

APPENDIX-18: VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(TO BE SUBMITTED IN THE LETTER HEAD OF BIDDER)

I/We am/are submitting Bid for the work.....against Bid Notice No. dated with Digital Signature Certificate (DSC) of (i.e. Own DSC) who is Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S.

(Signature of the Bidder)

OR

FORMAT FOR AUTHORIZATION OF VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(On NON JUDICIAL STAMP PAPER)

(POWER OF ATTORNEY)

I/We am/are submitting Bid for the work.....against NIT No. dated with Digital Signature Certificate (DSC) of (i.e. Other DSC) whose DSC has been mapped against name of the bidder who has been authorized to bid on behalf of bidder

<p>Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding.</p>	<p>Name & Signature of the DSC Holder having DSC mapped against name of the bidder and authorized for online bidding</p>
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APPENDIX-19: GUIDELINES FOR BANNING OF BUSINESS

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances:-

i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.

ii) If L-1 bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.

iii) If L-1 bidder fails to start the work on scheduled time.

iv) In case of failure to execute the work as per mutually agreed work schedule.

v) Continued and repeated failure to meet contractual Obligations:

a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.

b. On termination of contract.

vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

vii) Formation of price cartels with other contractors with a view to artificially hiking the price.

viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.

x) Contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/

Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.

9. Any change on the above may be done with approval of FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to etender portal of Coal India Limited.