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1 Definitions and Interpretation

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

- 1.1 **“Applicable Law”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 1.2 **“Applicant”** means an entity who is registered as ‘registered valuer’ for assets class ‘Land and Building’ under the provisions of Companies Act, 2013 and Companies (Registered Valuers and Valuation) Rules, 2017 ;
- 1.3 **“Confidential Information”** shall have the meaning set forth in clause 8.5;
- 1.4 **“Conflict of Interest”** shall have the meaning set forth in clause 4.3 read with the provisions of RFP;
- 1.5 **“Effective Date”** means the date on which this Agreement comes into force and effect;
- 1.6 **“Government”** means the Government of India.
- 1.7 **“₹, INR, Re. or Rs”** means Indian Rupees;
- 1.8 **“Nominated Authority”** shall mean the Nominated Authority appointed under section 6 (1) of the Coal Mines (Special Provisions) Act, 2015 Act and the Rules framed thereunder.
- 1.9 **“RFP”** means the instant Request for Proposal document in response to which the Land Valuator’s proposal for providing Services shall be accepted;
- 1.10 **“Services”** means the work to be performed by the Land Valuator selected pursuant to this RFP, as described in the Scope of Work contained in clause 3 hereto;
- 1.11 **“Third Party”** means any person or entity other than the Government, the Nominated Authority, and the Land Valuator.

2 Introduction

2.1 Background

- 2.1.1 The Coal Mines (Special Provisions) Ordinance, 2014 was passed for auction and allotment of 204 coal blocks/ coal mines, allocation of which were cancelled pursuant to Supreme Court Judgment. The said Ordinance was replaced by the Coal Mines (Special Provisions) Second Ordinance, 2014 and thereafter by the Coal Mines (Special Provisions) Act, 2015 (hereinafter referred to as 'CMSP Act'). The Coal Mines (Special Provisions) Rules, 2014 (hereinafter referred to as 'CMSP Rules') have been framed under CMSP Act specifying procedure for auction and allotment of the coal mines.
- 2.1.2 The Nominated Authority, under the CMSP Act, is considering allotment and auction of coal mines which requires calculation of quantum of compensation payable to prior allottee, *inter-alia*, for the land which is vested to successful bidder or allottee. To calculate quantum of compensation of land, Land Valuator(s) would be selected by the Nominated Authority under the instant RFP.
- 2.1.3 Accordingly, this RFP is being issued by the Nominated Authority for selecting Land Valuator(s) for assisting Nominated Authority in conduct of valuation of land of coal mines under the CMSP Act and matters incidental thereto as indicated in Scope of Work at clause 3.

2.2 The Act and the Rules

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

2.3 Request for Proposals

- 2.3.1 The Nominated Authority invites proposals from interested entities (the "**Proposals**") for selection of Applicants for Panel of Land Valuator who shall provide the services to the Nominated Authority and the Central Government as described in the Scope of Work in clause 3. Period of Services rendered by the Land Valuator(s) shall be for two (02) years which may be extended further by one (01) year on the same terms and conditions at the instance of either parties.
- 2.3.2 Due diligence by Applicants
Applicants are encouraged to inform themselves fully about the Scope of Work and before submitting the Proposal by sending queries only to the Nominated Authority.

2.4 RFP Document

2.4.1 The RFP can be downloaded freely from CPP website.

2.5 Brief description of the Selection Process

2.5.1 The Nominated Authority has adopted one stage selection process for evaluating the Proposals comprising Financial Proposal to be submitted online. All the Proposals shall be verified to have fulfilled the Eligibility Conditions, and evaluation of Financial Proposals shall be carried out only in respect of proposals that are eligible and complete in terms of Clause 6. Based on this financial evaluation, a list of short-listed applicants shall be ranked as specified in Clause 7.1.2 .

2.6 Schedule of the Selection Process

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

Sl. No	Event Description	Estimate Date & Time
1.	Issue of RFP at the website of Ministry of Coal / CPP Portal www.coal.nic.in/content/nominated-authority	01.03.2019
2.	Last date for receiving queries/clarifications	08.03.2019
3.	Proposal Due Date (last date of submission of proposal)	22.03.2019
4.	Opening of Proposals in presence of bidders	25.03.2019
5.	Screening of the ineligible applicants, examination of the Financial Proposal (s) of the eligible applicants and offer to other applicants (refer Clause 7.1.2).	29.03.2019
6.	Last date to submit response by applicants	05.04.2019
7.	Declaration of Selected Panel Applicants	12.04.2019

- * *Any change in the timeline will be communicated through an addendum and/or corrigendum to the RFP. All applicants/ interested entities are required to regularly visit www.coal.nic.in/content/nominated-authority for any updates in this regard.*

2.7 Communications

- 2.7.1 All communications shall be made addressed to:
The Nominated Authority
120, F Wing, Shastri Bhawan,
New Delhi – 110001
Email: nomauthority.moc@nic.in
- 2.7.2 The Official Website is: www.coal.nic.in

3 Scope of Work

The broad scope of work of the Land Valuator(s) entails the following areas (the “Transaction”):

- 3.1 **To carry out Valuation of Land of the Coal Mines as per relevant deeds and/or verification/ determination/ fixation of fair market value.** The scope of work includes the valuation of land of coal mines of any nature whether acquired/ purchased or otherwise obtained by Prior Allottee in accordance with deeds submitted for:
- a) Land for the Mining purpose (as per Mining Lease)
 - b) Compensatory Afforestation Land
 - c) Land for Rehabilitation & Resettlement
 - d) Any other Land
 - e) Lease hold land rights
- 3.2 The Scope of Work also includes the review of the deeds related to the land acquired/ purchased or otherwise obtained by Prior Allottee for the Mine Infrastructure.
- 3.3 The process of Valuation will broadly cover:
- a) Review of Data Sheet Provided by Prior Allottee.
 - b) Review and comment on availability of the Back-up documents/ deed for the land mentioned under the Data Sheet.
 - c) Verification of information mentioned in the Data Sheet with the details of the Deed.
 - d) Verification of the important aspects of the transaction including name of parties to the deed, Date of Registration, Consideration mentioned in the Deed, Area of Land under transaction etc.
 - e) Calculation of interest payable to Prior Allottee.
 - f) Estimation of the Valuation of said Land in accordance with the guideline laid-down in the said Act and Rules and guidelines issued by the Nominated Authority from time to time and standard industry practices.

- g) Verification/Estimation of fair market value as needed.

4 Instructions to Applicants

4.1 General

- 4.1.1 Applicants are required to submit INR 75,000 as **Earnest Money Deposit (EMD)** in the form of Demand Draft of any nationalized scheduled bank payable at Delhi and drawn in favour of Pay & Accounts officer, Ministry of Coal. EMD is to be submitted along with the Proposal. Save and except as provided in this RFP, the EMD of unsuccessful Applicants and applicants drawn up in reserve panel will be returned by the Nominated Authority, without any interest, as promptly as possible on declaration of Selected Panel Applicants or when the selection process is cancelled by the Nominated Authority. MSMEs are exempted from payment of EMD.
- 4.1.2 The Selected Panel Applicants' EMD will be returned, without any interest, upon declaration of Selected Panel Applicants and furnishing of the Performance Security in accordance with the provisions contained in Clause 8.6.1.
- 4.1.3 The EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Nominated Authority under the RFP and/ or under the Agreement, or otherwise, under, *inter alia*, the following conditions:
- a) If an Applicant engages in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) In the case of Selected Panel Applicant, if it fails within the specified time limit to furnish the Performance Security.
- 4.1.4 Detailed description of the objectives, scope of services, Deliverables and other requirements are specified in this RFP. In case an applicant possesses the requisite experience and capabilities, it may participate in the Selection Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Proposal and all communications in relation to or concerning the RFP and the Proposal are required to be in the English language.
- 4.1.5 The documents including this RFP and all attached documents, provided by the Nominated Authority are and shall remain or become the properties of the Nominated Authority and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Applicants are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this clause 4.1.5 shall also apply *mutatis mutandis* to Proposal and all other documents submitted by the Applicants in relation to the Proposal,

and the Nominated Authority will not return to the Applicants any Proposal, document or any information provided along therewith.

- 4.1.6 Any award of Agreement pursuant to this RFP shall be subject to the terms hereof and any documents issued pursuant to the Act, the Rules, this RFP or any other document referred herein.
- 4.1.7 Upon selection, the Applicant shall be required to enter into an agreement with the Nominated Authority.

4.2 Eligibility Conditions

- 4.2.1 The Applicants must read carefully the minimum conditions of eligibility (the “Eligibility Conditions”) provided herein. Proposals of only those Applicants who satisfy the Eligibility Conditions will be considered for evaluation.
 - a) To be eligible for evaluation of its Proposal, the Applicant shall have been, over the past 03 (Three) years preceding the PDD, engaged as the land valuator by Central Government, State Government(s) and/or Public Sector Enterprises.
- 4.2.2 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its turnover from Consultancy/professional fee during each of the 02 (Two) financial years out of three years preceding the PDD and the fee received in respect of each of the eligible assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 4.2.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself
- 4.2.4 An Applicant should have, during the last three years, neither been expelled from any Valuation project or agreement nor have had any agreement terminated for breach by such Applicant. The applicant shall mention the Nominated Authority regarding any ongoing disputes pending before any authority relating to non-performance or breach of any agreement or expulsion from any project of the applicant in the letter comprising the proposal.

4.3 Conflict of Interest

- 4.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified.
Explanation: For the purpose of this RFP, the expression ‘conflict of interest’ means that the applicant shall not have worked for, advised or otherwise engaged for, in any capacity, a prior allottee in

relation to claim of such prior allottee for compensation or otherwise with Nominated Authority or Central government for coal mines.

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

4.4 Number of Proposals

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

4.5 Cost of Proposals

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

4.6 Acknowledgement by Applicant

- 4.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- I. made a complete and careful examination of the RFP;
 - II. received all relevant information requested from the Nominated Authority;
 - III. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Nominated Authority.
 - IV. satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - V. acknowledged that it does not have a Conflict of Interest;
 - VI. agreed to be bound by the undertaking provided by it under and in terms hereof.

4.6.2 Right to reject any or all Proposals

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

- 4.6.3 Without prejudice to the generality of Clause 4.6.2, the Nominated Authority reserves the right to reject any Proposal if:
- I. at any time, a material misrepresentation is made or discovered, or
 - II. the Applicant does not provide, within the time specified by the Nominated Authority, the supplementary information sought by the Nominated Authority for evaluation of the Proposal.
- 4.6.4 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Nominated Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Nominated Authority, including annulment of the Selection Process.

4.7 Amendment of RFP

- 4.7.1 At any time prior to the deadline for submission of Proposal, the Nominated Authority may, for any reason, whether at its own initiative otherwise, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Website of Ministry of Coal/ CPP.
- 4.7.2 The amendments will be posted on the Website of Ministry of Coal/ CPP and will be binding on all Applicants.

5 Preparation and Submission of Proposal

- 5.1.1 The selection of the Land Valuator shall be conducted on electronic platform created by CPP and no physical proposals shall be accepted or considered

5.2 Language

- 5.2.1 The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant

passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

5.3 Format and signing of Proposal

- 5.3.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 5.3.2 The Applicant shall upload all the required documents.

5.4 Financial Proposal

- 5.4.1 Applicants shall submit the financial proposal (the “**Financial Proposal**”) clearly indicating the **cost of Services per deed that shall be inclusive of all expense related to scope of work** in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. It may be noted that no additional payment for expenses or for any head/item would be made. No escalation will be provided.
 - a) For the avoidance of doubt, it is clarified that Financial Proposal shall be excluding all statutory Duties, Levies or Taxes. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. The Goods and Services Tax as applicable from time to time shall be payable by the Nominated Authority. Remaining all other taxes shall have to be borne by the Land Valuator(s).
 - b) Per Deed cost of Services shall be expressed in INR.

5.5 Proposal and Due Date Extension

- 5.5.1 Financial proposals should be submitted/ uploaded by due date & time. The Nominated Authority may, in its sole discretion, extend the relevant dates by issuing an Addendum and/or Corrigendum in accordance with clause 4.7 uniformly accessible for all Applicants.

5.6 Modification/ substitution/ withdrawal of Proposals

- 5.6.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, however No Proposal shall be modified, substituted, or withdrawn by the Applicant after the PDD.
- 5.6.2 No request for any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD shall be considered, unless the same has been expressly sought for by the Nominated Authority.

6 Evaluation Process

6.1 Evaluation of Proposals

- 6.1.1 Prior to evaluation of financial Proposals, the Nominated Authority will determine whether each Proposal is fulfilling the Eligibility condition as mentioned in clause 4.2 and is complete as to the requirements of the RFP. A Proposal shall be considered only if:
- I. the Financial Proposal is submitted/ uploaded by due date & time;
 - II. it is accompanied by the Power of Attorney, wherever relevant;
 - III. it contains all requisite information without any qualification.
- 6.1.2 The Nominated Authority reserves the right to reject any Proposal which is incomplete and no request for alteration, modification, substitution or withdrawal shall be entertained by the Nominated Authority in respect of such Proposals.
- 6.1.3 The Nominated Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at clause 2.5 and the criteria set out in clause 7 of this RFP.
- 6.1.4 The Nominated Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of clause 7.1.2.
- 6.1.5 Applicants are advised that Selection shall be entirely at the discretion of the Nominated Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 6.1.6 Any information contained in the Proposal shall not in any way be construed as binding on the Nominated Authority, its agents, successors or assigns, but shall be binding against the Applicant.

7 Criteria for Evaluation

7.1 Evaluation of Financial Proposals

- 7.1.1 The cost of Services per deed indicated in the Proposal shall be deemed as final and reflecting the complete cost of services. Omissions, if any, in costing any item shall not entitle the Land Valuator to be compensated and the liability to fulfil its obligations as per the RFP within the total quoted price shall be that of the Land Valuator.
- 7.1.2 The eligible applicants will be ranked as per their financial quotation. Nominated Authority may give offer to all other bidders, as per the ranking of their financial quotation, to work as per the lowest quotation. The Selected Panel Applicants shall be the Applicants who agree to work as per the lowest quotation. It is

clarified that no other payment except the lowest Cost of services per deed would be payable to selected applicants. A panel of Land Valuers who have accepted to work at the lowest quotation will be prepared. A reserve panel, if needed, may also be drawn up on the same terms and conditions. The list of ineligible as well as Selected Panel Applicants will be published on the website of Ministry of Coal and CPP.

8 Engagement of Land Valuator

8.1 Execution of Agreement

8.1.1 The Selected Applicant(s) shall be required to enter into an Agreement with the Nominated Authority within the period as may be specified for the same subject to submission of Performance Security in accordance with Clause 8.6.

8.2 Commencement of Services

8.2.1 The Land Valuator shall commence the Services within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Land Valuator fails either to sign the Agreement as specified in clause 8.1 or commence the assignment as specified herein, the Agreement may be terminated.

8.3 Proprietary data

8.3.1 Subject to the provisions of clause 8.5, all documents and other information provided by the Nominated Authority or submitted by an Applicant to the Authority shall remain or become the property of the Nominated Authority. Applicants and the Land Valuator, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Land Valuator to the Nominated Authority in relation to the Services shall be the property of the Nominated Authority.

8.4 Confidentiality

8.4.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional Advisor advising the Nominated Authority in relation to matters arising out of, or concerning the Selection Process. The Nominated Authority shall treat all information, submitted as part of the Proposal, in

confidence and shall require all those who have access to such material to treat the same in confidence. The Nominated Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Nominated Authority or as may be required by law or in connection with any legal process.

8.5 Performance Security

- 8.5.1 Each Selected Panel Applicant shall be required to submit Performance security in form of Bank Guarantee of the Amount of Rs. Two lakhs, which shall remain valid for the entire period of their engagement as Land Valuator(s) which may be forfeited and appropriated in accordance with the provisions of the Agreement entered into in Clause 8.1.
- 8.5.2 An Applicant who was initially drawn up in reserve panel and has subsequently been included in Panel of Selected Applicant, shall be required to submit Performance security in form of Bank Guarantee of the Amount of Rs. Two lakhs at the time of its inclusion in panel of Selected Applicant, which shall remain valid for the entire period of their engagement as Land Valuator(s) which may be forfeited and appropriated in accordance with the provisions of the Agreement entered into in Clause 8.1.