कोयला मंत्रालय
Ministry of Coal
सत्यमेव जयते

Request for Proposal (RFP)

Round 3

for Selection of Applicants under the

"Scheme for Promotion of Surface Coal/Lignite Gasification Projects"

Issued by:
Ministry of Coal
Government of India
Room No. 4605, Zone 5, 4th Floor, GPOA-3, New Delhi 110023

RFP No.: CCT-17012/4/2026-Part(1)
Date of Issue: 10th November 2026
Last Date for Submission: 11th January 2027

Table of Contents

DISCLAIMER 4

DEFINITIONS 5

Notice Inviting Request for Proposal 10

1. INTRODUCTION 11

1.1 Background of the Scheme 11

1.2 Key Features of the Scheme 11

1.3 Eligibility Parameters 12

1.4 Selection Methodology 14

1.5 Evaluation of Applications 14

1.6 Selection Criteria 15

1.7 Declaration of Selected Applicant 15

1.8 Issuance of Letter of Award 16

1.9 Project Agreement and Post-Selection Obligations 17

1.10 Disbursement of Financial Incentive 18

2. APPLICATION SUBMISSION PROCESS 20

2.1 Schedule of Selection Process 20

2.2 Clarifications/Queries 21

2.3 Preparation and Submission of Application 21

2.4 Tests of Responsiveness 23

2.5 Application Security 23

3. MISCELLANEOUS 24

3.1 Dispute Resolution 24

3.2 Change of Control 24

3.3 Consequences of Non-Compliance 25

3.4 Confidentiality 26

3.5 Proprietary Data 26

3.6 Amendment of RFP 26

3.7 Refunds and Release of Securities 26

3.8 Language 27

3.9 Others 27
Annexure I 28
List of Products that Qualify under the Scheme 28
Annexure II 29
Letter Comprising the Application 29
Annexure III 38
Power of Attorney 38
Annexure IV 40
Power of Attorney for Lead Member of Consortium *(as applicable)* 40
Annexure V 43
Joint Application Agreement *(as applicable)* 43
Annexure VI 49
Declaration 49
Annexure VII 51
Affidavit 51
Annexure VIII 54
Format of the Integrity Pact 54
Annexure IX 59
Format for Seeking Clarifications 59
Annexure X 60
Format of Bank Guarantee for Application Security 60
Annexure XI 63
Key Project Aspects/ Terms of the Project 63
Annexure XII 66
Format of Corporate Guarantee *(as applicable)* 66
Appendix A – Evaluation Framework 70
Appendix B – Contents for PFR/DPR 72
Appendix C – Methodology for Computation of Net Worth 73

DISCLAIMER

*This Request for Proposal ("**RFP**") is issued by the Ministry of Coal, Government of India ("**MoC**") for inviting applications from eligible Applicants for setting up surface coal/lignite gasification projects in India under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects ("**Scheme**").*

This RFP is not an offer or agreement, but an invitation to eligible interested entities to submit applications. The MoC, its employees, affiliates and advisors make no representations or warranties and accept no liability, direct or indirect, — under any law, statute, regulation, tort, principles of restitution or unjust enrichment, or otherwise, including for negligence — for any loss, damage, cost or expense arising from reliance on this RFP, including any errors, omissions, or inaccuracies therein.

The MoC reserves the right, at its sole discretion, to modify, amend, supplement, suspend, cancel, or withdraw this RFP or the selection process at any stage without assigning any reason and without incurring any liability.

Applicants shall be responsible for conducting their own due diligence and obtaining independent advice on matters pertaining to, inter-alia, legal, technical, financial, tax, environmental, regulatory and commercial, before submitting their applications. All costs related to application preparation and submission shall be borne solely by the Applicant.

The MoC reserves the right to reject any or all applications without assigning reasons. Issuance of this RFP does not bind MoC to select any Applicant or appoint a Selected Applicant or Project Developer.

The MoC accepts no responsibility for any legal interpretation expressed herein.

DEFINITIONS

1. **"Affiliate"** with respect to an Applicant shall mean a person who, directly or indirectly: (i) controls such Applicant; or (ii) is controlled by such Applicant; or (iii) is controlled by the same person, who directly or indirectly, controls such Applicant; or (iv) is an associate company of such Applicant; or (v) is a subsidiary company of such Applicant.

   The expressions "associate company", "control" and "subsidiary company" shall have the same meaning as assigned to them in the Companies Act, 2013.

2. **"Applicable Laws"** 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 government authority or court or other law, rule or regulation approval from the relevant government 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.

3. **"Applicant"** shall mean (i) a public sector undertaking (PSU); or (ii) a private company; or (iii) a joint venture (JV); or (iv) a consortium not exceeding three companies, submitting an application under this RFP for undertaking surface coal/lignite gasification projects.

4. **"Application"** shall mean the submission made by an Applicant to the MoC pursuant to this RFP, including all forms, documents, annexures, undertakings, declarations, authorisations, clarifications, and any modifications or supplements thereto submitted in accordance with the provisions of this RFP.

5. **"Authorised Signatory"** shall mean the individual representing an Applicant who has been duly authorised on behalf of such Applicant to execute and submit the Application in accordance with the terms hereof.

6. **"Clean Syngas"** means the combination of gases produced for the purpose of meeting the specifications required for downstream applications which is obtained after Raw Syngas has passed through a sequence of gas conditioning and treatment processes for removal of impurities like tar, sulphur, particulates and other gases. Clean Syngas is predominantly composed of hydrogen (H_2) and carbon monoxide (CO), with a combined ($CO + H_2$) concentration of not less than 55% by volume and nitrogen (N_2) content not exceeding 40% by volume, both measured on a dry basis.

   Explanation:
   Volume fraction of Nitrogen = (Moles of N_2) ÷ Total Moles in Gas Mixture
   Volume fraction of ($CO+H_2$) = (Moles of CO + Moles of H_2) ÷ Total Moles in Gas Mixture

To convert specific mass to volume (under ideal-gas assumptions), use the formula:

$$V = \frac{m}{M} \times \frac{RT}{P}$$

m = Mass of gas (kg)
M = Molar mass of the mixture (kg/kmol)
R = Universal Gas Constant (8.314 J/mol.K)
T = Temperature (K)
P = Pressure (Pa)

MoC may take a decision on case-to-case basis if nitrogen content exceeds 40% and the Project Developer can demonstrate that the same is Clean Syngas.

7. **"Company"** shall have the meaning ascribed thereto in clause (20) of section 2 of the Companies Act, 2013.

8. **"Control"** shall have the meaning as ascribed thereto in clause (27) of section 2 of the Companies Act, 2013.

9. **"Cost of Plant and Machinery" or "Cost of P&M"** shall comprise cost incurred towards only new and unused plant and machinery, procured and installed exclusively for the Project and shall broadly include the cost of:

   (a) core plant and machinery;
   (b) technology license; and
   (c) erection and installation for production of syngas and/or downstream product(s).

   It is clarified that the **Cost of Plant and Machinery** shall not include any expenditure incurred on:

   (a) land; or
   (b) site development; or
   (c) buildings and civil works (not associated with erection and installation*); or
   (d) pre-operative expenses; or
   (e) financing costs (including interest during construction); or
   (f) any other soft costs; or
   (g) previously used, refurbished or transferred plant and machinery from another facility; or
   (h) prior to approval of Scheme dated 13th May 2026.

**It is clarified that buildings and structures such as control rooms, cooling towers, product warehouses, workshops, and civil structures required for supporting equipment, machinery and piping shall be considered part of erection and installation.*

For verification of eligible plant and machinery as detailed above, the Ministry of Coal may empanel agencies under the Scheme.

10. **"Date of Commissioning of Project"** means the date on which the Project has been completed and demonstrated to operate for a continuous period of 7 (seven) days at a minimum of 50% (fifty percent) of the peak annual production capacity. The same has to be certified by the Board of the Project Developer and if applicable, confirmed by lenders/lenders' independent engineer.

11. **"E-Portal"** shall mean the electronic platform created and hosted for the purpose of the Scheme.

12. **"Financial Closure"** shall mean:

    (a) in the case of debt financing, fulfilment of all conditions precedent to the first disbursal under the Financing Agreement; and
    (b) in the case of balance-sheet financing, commitment and availability of funds for implementation of the Project, as certified by the statutory auditor of the Project Developer.

13. "**Force Majeure**" shall mean act of god, war, insurrection, riot, civil commotion, earthquake, storm, epidemic, pandemic, flood, drought, lightning or any other event or circumstance which the Project Developer could not reasonably foresee, prevent or control and is not the result, directly or indirectly, of the Project Developer's own act, omission, negligence, or breach, and the occurrence of which has a material and adverse effect upon the performance by the Project Developer of its obligations or enjoyment of its rights under the Project Agreement.
    Upon occurrence of an Event of Force Majeure, the Project Developer shall:

    i. as soon as reasonably practicable after the start of the Event of Force Majeure but no later than thirty (30) days from its start, notify the Ministry of Coal in writing of its occurrence, the date on which it started, its likely duration, and its effect on the ability to perform any of the obligations under this RFP; and
    ii. take all reasonable steps to mitigate the effect of the Event of Force Majeure on the performance of its obligations including following of Good Industry Practice.

14. **"Group Company"** shall mean the Applicant and/or its Affiliates or Holding Company.

15. **"Holding Company"** shall have the meaning ascribed thereto in clause (46) of section 2 of the Companies Act, 2013.

16. **"Product"** shall mean Syngas produced from coal/lignite gasification or any downstream product derived therefrom, whether through a single chemical transformation or through intermediate transformation steps inherent and inseparable to the production of that product. An indicative list is placed at **Annexure I**.

    For the avoidance of doubt, a Product shall not include any blend, formulation, fabricated article, manufactured good or end-use product obtained through further processing, conversion, manufacture or application of a Product. For example:

    a. Steel or rolled products from DRI;
    b. fertiliser blends or explosives from Ammonia, Ammonium Nitrate, or Urea;
    c. paints, adhesives, or polymers.

    These examples are illustrative and the MoC reserves the right to determine whether a product qualifies having regard to this definition. Such determination shall be made prior to declaration of Selected Applicant for that round and for that Product.

17. **"Project"** shall mean a distinct and independently identifiable investment undertaking with separate coal/lignite gasification capacity, capital expenditure and product streams, capable of independent technical and financial appraisal and having statutory approvals, clearances and agreements, independent of any other Project.

    A Project may include associated infrastructure, utilities and ancillary facilities, including but not limited to coal handling systems, washeries, power supply, water supply, storage and evacuation infrastructure.

    Where any such infrastructure, utility or ancillary facility is shared with one or more other Projects, the cost thereof may form part of the Project Cost, provided that:

    (a) the gasification capacity and capital investment attributable to each Project are separately identifiable and auditable;
    (b) incentives are claimed only on expenditure attributable to the Project, including a fair and verifiable allocation of shared assets, where applicable;
    (c) no incentive shall be admissible in respect of expenditure towards any common infrastructure, utility or ancillary facility, or any part thereof, for which incentive has already been claimed or availed under this Scheme by another Project; and
    (d) the Project does not represent an artificial division, expansion or restructuring of an existing or proposed gasification plant for the purpose of claiming additional incentives under the Scheme.

    The MoC shall have the sole authority to determine whether an Application qualifies as a Project and its eligibility under the Scheme.

18. **"Project Agreement"** shall mean the Coal Gasification Plant Development and Production Agreement (**"CGPDPA"**) executed between the Selected Applicant or SPV, as the case may be, and the MoC.

19. **"Project Cost"** shall mean total capital expenditure required to set up the Project, excluding any operational expenditures.
Where the Project Cost at the time of Financial Closure differs from the Project Cost submitted at the time of Application, the lower of the two shall be considered as the Project Cost for all purposes under this RFP and the Project Agreement.

20. **"Raw Syngas"** means unprocessed or untreated fuel mixture of primarily hydrogen and carbon monoxide (containing impurities like tar, sulphur, particulates and other gases) generated directly from the gasifier through the gasification of coal or lignite. However, in case of air-blown gasifiers, there may also be substantial volume of nitrogen in Raw Syngas.

21. **"RFP"** shall mean this Request for Proposal including its annexures and appendices, any corrigenda or addenda or any other document issued pursuant hereto.

22. **"Scheduled Commercial Banks (SCBs)"** are commercial banks listed in the Second Schedule of the Reserve Bank of India (RBI) Act, 1934.

23. **"Syngas"** means synthesis gas produced through partial oxidation of coal/lignite in gasifiers at high temperature and pressure and utilised either directly or as a feedstock for manufacture of eligible Products.
For the avoidance of doubt, Producer Gas (normally produced at or near atmospheric pressure and relatively at lower temperatures compared to Syngas), primarily intended for direct combustion in furnaces, kilns, boilers, or other heating applications, shall not qualify as Syngas.

24. **"Ultimate Beneficial Ownership"/ "Ultimate Beneficial Owner"/ "UBO"** shall mean the natural person or persons who are the ultimate beneficial owners of the shares and who ultimately own, control or influence and includes a person who exercises ultimate effective control over a legal person or arrangement (as per Securities and Exchange Board of India Circular No. CIR/MIRSD/2/2013 dated January 24, 2013, as amended from time to time).

Notice Inviting Request for Proposal

F. No. CCT-17012/4/2026-Part(1)
Ministry of Coal
Government of India
******

Room No. 4605, Zone 5, 4th Floor,
GPOA-3, New Delhi 110023

RFP No. CCT-17012/4/2026-Part(1)

Date: 10th November 2026

Request for Proposal (RFP) for Selection of the Applicant under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects

The Ministry of Coal (MoC) invites Applications from Eligible Applicants for setting up of new Projects in India, under the **Scheme for Promotion of Surface Coal/Lignite Gasification Projects**. The Scheme aims to promote adoption of coal/lignite gasification technologies for production of syngas and downstream value-added products such as synthetic natural gas (SNG), urea, ammonium nitrate, methanol, DME and other chemicals, thereby enhancing energy security, reducing import dependence, and facilitating cleaner utilization of domestic coal/lignite resources.

Selection shall be based on the criteria set forth in this RFP. Selected Applicants are eligible to receive Financial Incentive in accordance with the terms and conditions of the Scheme, this RFP, and the Project Agreement, and compliance with all applicable obligations thereunder. The RFP document, along with key dates and related details, are available on the Ministry of Coal website at https://coal.nic.in/.

Interested Applicants may submit their Applications before the Application Due Date.

Ministry of Coal

1. INTRODUCTION

1.1 Background of the Scheme

1.1.1 The Government of India has approved the "Scheme for Promotion of Surface Coal/Lignite Gasification Projects" with an outlay of ₹37,500 crore (the **"Scheme"**).

1.1.2 The objective of this Scheme is to accelerate the implementation of surface coal/lignite gasification projects through targeted financial incentive, promote Atmanirbharta by reducing import dependence on chemicals and petrochemicals, enable value-added utilization of domestic coal resources, and contribute to achieving the national target of 100 Million Tonnes of coal gasification by 2030.

1.2 Key Features of the Scheme

1.2.1 The Scheme incentivizes entities to set up new surface coal/lignite gasification projects, with a financial outlay of ₹37,500 crore (the **"Financial Outlay"**).

1.2.2 The Scheme provides for financial incentive at maximum 20% of the Cost of Plant and Machinery (the **"Financial Incentive"**).

1.2.3 The following conditions shall apply to Projects seeking Financial Incentives under the Scheme (the **"Capping"**):

(a) The Financial Incentive for any single Project shall be capped at ₹5,000 crore.

(b) The Financial Incentive for any particular Product (except urea and Synthetic Natural Gas) across all approved Projects, shall be capped at ₹9,000 crore.

(c) Any Applicant, including its Group Companies, shall collectively not be eligible to receive Financial Incentive exceeding ₹12,000 crore under the Scheme, across all Projects. In case of JVs or consortiums, the Financial Incentive shall be calculated among the participating entities in proportion to their respective shareholding pattern or ownership in the project(s).

1.2.4 Any expenditure incurred prior to approval of the Scheme shall not be considered for determination of Cost of Plant and Machinery for computation of the Financial Incentive.

1.2.5 The Financial Incentive shall be disbursed in 4 equal instalments based on pre-defined milestones.

1.2.6 The Financial Incentive shall not be treated as equity contribution of the Project Developer for the purposes of financial structuring, debt financing or financial closure.

1.2.7 Under the provisions of commercial coal block auction, utilisation of coal is already permitted for coal gasification. The Financial Incentive shall not in any manner, debar or restrict Applicants/Project Developer from availing benefits/incentives otherwise permissible under the commercial coal mining regime of the MoC.

1.2.8 The Financial Incentive shall not in any manner, debar or restrict Applicants/Project Developer from availing benefits under schemes of other Ministries of the Central Government or State Governments.

1.2.9 No separate financial incentive of any nature will be considered by MoC for any Project in addition to the Financial Incentive provided under this Scheme, except the incentives available for utilisation of coal for coal gasification from the coal mines auctioned under commercial coal auctions.

1.2.10 Applicants shall preferably set up Projects at the pithead (criteria for pithead will be same as considered by the Ministry of Power for setting up coal-based thermal power plants).

1.2.11 The Project Developer may utilise the coal/lignite from their own mines/arrangements. However, MoC will also facilitate the grant of 30 to Projects through NRS linkage sub-sector under 'Production of Syn-Gas leading to coal gasification'. The responsibility of arrangement of coal/lignite and any other raw material shall lie with the Project Developer.

1.2.12 The responsibility for offtake shall rest entirely with the Project Developer.

1.2.13 Adoption of indigenous surface coal/lignite gasification technologies for setting up the Project is encouraged.

1.3 Eligibility Parameters

1.3.1 The Financial Incentive shall be available to the Applicants compliant with the following parameters (the **"Eligibility Parameters"**):

(a) An Applicant shall be either (i) a public sector undertaking (PSU); or (ii) a private company; or (iii) a joint venture (JV) or consortium not exceeding three companies.

(b) Applicants shall set up a new surface coal/lignite gasification project in India.

(c) The minimum plant capacity of a Project, in terms of Clean Syngas, shall be 0.5 Million Tonnes Per Annum (MTPA), calculated based on annual plant availability of 330 days at an average clean syngas density of 1.1 kg/Nm3.

(d) Net worth of the Applicant shall be more than 20% of the Project Cost.

(e) In case of a JV or consortium, the net worth of each member shall be considered in proportion to their proposed shareholding in the Project.

(f) Where an Applicant submits multiple Applications, the net worth committed or considered against any earlier selected Project shall be reduced from the Applicant's available net worth for the purpose of assessing eligibility under each subsequent Application. In the case of a consortium, such reduction shall be applied to each member in proportion to its proposed shareholding in the relevant Project.

Illustration 1:

Application	***Eligibility Condition***
1st Project (Cost = X_1)	*NW > (20% of X_1)*
2nd Project (Cost = X_2)	*{NW "minus" (20% of X_1)} > (20% of X_2)*
3rd Project (Cost = X_3)	*{NW "minus" (20% of (X_1 + X_2)} > (20% of X_3)*
…..	
N^{th} Project (Cost = X_n)	*{NW "minus" (20% of (X_1 + X_2 +…..+ X_{n-1})} > (20% of X_n)*
In the illustration above, NW shall mean the net worth of the Applicant	

(g) In addition to the above, the Applicant shall satisfy the following conditions and should submit an undertaking to this effect as per **Annexure II**:

(i) the Applicant should be a company incorporated in India under the Companies Act, 2013 or a company incorporated outside India in accordance with the laws of its jurisdiction of incorporation; and

(ii) no insolvency proceedings should have been admitted against the Applicant by the National Company Law Tribunal (NCLT) or any court of competent jurisdiction; and

(iii) the Applicant should not have been blacklisted by Central or State Government (or its instrumentalities thereof); and

(iv) the promoters or directors of the Applicant have not been convicted of an offence relating to coal block allocation or sentenced with imprisonment for more than 3 (three) years; and

(v) the Applicant should be in compliance of Applicable Laws.

(h) In case the Applicant is a consortium, it shall comply with the following additional requirements:

(i) the consortium should comprise of not more than three companies;

(ii) members of the consortium shall nominate one company as the lead member (the **"Lead Member")**, which shall hold not less than 51% (fifty-one per cent) of the paid-up and subscribed equity share capital of the consortium. Such nomination shall be supported by a Power of Attorney in the format prescribed at **Annexure IV**, signed by all the other members of the consortium;

(iii) Companies constituting the consortium shall have entered into a Joint Application Agreement, in the format specified at **Annexure V** (the **"Joint Application Agreement"** or **"JAA"),** for the purpose of submitting the

Application. No amendment to the JAA shall be made without prior written consent of the MoC.

(iv) Any change in the consortium shall not be permitted during the selection process, except with prior written approval of the MoC.

(v) each member of the consortium shall have to satisfy the requirements specified at Clause 1.3.1(g).

1.4 Selection Methodology

1.4.1 Selection/shortlisting of Applicants shall be undertaken through a transparent and competitive bidding process in accordance with the provisions of the Scheme and this RFP.

1.4.2 Only the Applicants satisfying the Eligibility Parameters as specified in Clause 1.3 (the **"Eligible Applicants"**) shall be considered for evaluation.

1.4.3 Each Project shall be evaluated under a pre-defined scoring framework (the **"Evaluation Parameters"**) specified at **Appendix-A**, with scores assigned based on the details furnished by the Eligible Applicant, for parameters listed below:

(a) **Viability Amount Score (30 score):** Calculated as lowest of Financial Incentive as percentage of Cost of P&M amongst all Applicants ÷ proposed Financial Incentive as percentage of cost of P&M by the Applicant × 30

(b) **Plant Capacity (20 score):** Size of the Project in terms of Syngas output (Raw Syngas and Clean Syngas).

(c) **Project Cost per MT of Coal (20 score):** Total Project Cost expressed as ₹ per million tonne (MT) of annual coal/lignite utilisation (₹/MTPA), including both feedstock and fuel requirements.

(d) **Technology Tie-up (10 score):** Tie-up with gasification technology providers.

(e) **Financial Strength/Capability (20 score):** Financial capability of the Applicant assessed with reference to the net worth in relation to the Project Cost, with scores assigned on a pro-rata basis.

1.4.4 The scores obtained under the afore mentioned parameters shall be aggregated to arrive at a total score (out of 100) (the **"Applicant Score"**).

1.5 Evaluation of Applications

1.5.1 For evaluation of the Applications against the Eligibility Parameters (in accordance with Clause 1.3) and for deciding on Applicant Score in accordance with the selection methodology as specified in Clause 1.4 of this RFP, the MoC shall constitute the **"Evaluation Committee"**.

1.5.2 For evaluation of Applications, the Evaluation Committee shall check for the test of responsiveness (in accordance with Clause 2.4) and may seek written clarifications/additional documents from Applicants.

1.5.3 Non-submission or delayed submission of clarifications may lead to rejection of such Application. The submission of Applications shall be in accordance with the timelines specified at Clause 2.1.2.

1.6 Selection Criteria

1.6.1 Selection of Projects shall be based on ranking in descending order of Applicant Score, subject to:

(a) Achievement of a minimum qualifying Applicant Score of 40 (the **"Qualifying Score"**); and

(b) Availability of funds under the Financial Outlay.

1.6.2 The Eligible Applicants having Applicant Score more than the Qualifying Score shall be ranked in descending order of their Applicant Score.

1.6.3 In the event that two or more Eligible Applicants obtain the same Applicant Score, the selection shall be determined in the following order of preference:

Priority	Tie-breaking criterion
1st	Project having firm tie-up with indigenous technology or acquisition of international technology
2nd	Project having Urea or Synthetic Natural Gas as the Product
3rd	Project with higher score under "Project Cost per MT of Coal" as specified under **Appendix-A**
4th	Draw of lots, conducted by the MoC, with prior notice, in the presence of such Applicants who choose to attend

1.7 Declaration of Selected Applicant

1.7.1 The Eligible Applicants with Applicant Score equal to or greater than the Qualifying Score, determined in accordance with Clause 1.6, shall be declared as **"Selected Applicant"**.

1.7.2 Financial Incentive shall be earmarked for the Selected Applicant strictly in the order of their ranking, commencing from the highest ranked Selected Applicant and proceeding sequentially thereafter, subject to the availability of Financial Outlay and Capping specified in Clause 1.2.3.

1.7.3 Where an Applicant proposes to produce more than one Product, the Applicant shall furnish the details specified in Annexure IIA. The Financial Incentive shall be calculated and

earmarked separately for each Product in proportion of their Cost of Plant and Machinery. No such cost shall be counted more than once.

1.7.4 Calculation and earmarking as per Clause 1.7.3 shall be subject to the Capping specified in Clause 1.2.3 and availability of Financial Outlay under the Scheme. Where the Financial Outlay available for any Product is insufficient to accommodate the Financial Incentive eligible for such Product, the earmarking for such Product shall be restricted to the available Financial Outlay. Any shortfall in one Product category shall not be adjusted against another Product.

Illustration 2: For a Project producing more than one Product

Product	***Product-wise Allocation of Clean Syngas***	***Project Cost***	***Cost of P&M***	***Financial Incentive @20% of Cost of P&M***	***Financial Incentive Earmarked***
	%	*₹ Cr*	*₹ Cr*	*₹ Cr*	*₹ Cr*
SNG	*30%*	*8,000*	*6,000*	*1,200*	*1,200 (No Capping)*
Methanol	*70%*	*12,000*	*9,000*	*1,800*	*1,000 (only ₹1,000 Cr available out of ₹9,000 Cr cap)*
Total	***100%***	***20,000***	***15,000***	***3,000***	***2,200***

1.7.5 In the event the residual Financial Outlay available at the time of earmarking is insufficient to fully accommodate the Financial Incentive of a Selected Applicant, the MoC shall, at its discretion, offer a partial allocation to such Selected Applicant. The Applicant may accept the partial allocation or withdraw without prejudice. No claim shall lie against the MoC on account of insufficiency or unavailability of Financial Outlay.

1.7.6 Any addition, deletion, or substitution of a Product after execution of Project Agreement shall mean Project Modification and shall be governed under provisions of Annexure XI.

1.8 Issuance of Letter of Award

1.8.1 The Selected Applicant having UBO outside India will be required to obtain requisite clearances/approvals and submit the same to the MoC.

1.8.2 The Letter of Award (the **"LOA"**) shall be issued by the MoC to the Selected Applicant upon receipt of requisite applicable clearances/approvals, if any.

1.8.3 The Selected Applicant shall sign and return the acknowledged copy of the LOA within 7 (seven) working days of the receipt of the LOA. The MoC may, unless it consents to extension of time for submission of the acknowledged copy, disqualify such Selected Applicant and cancel the LOA.

1.9 Project Agreement and Post-Selection Obligations

1.9.1 Execution of Project Agreement

(a) The Selected Applicant may implement the Project either directly or through a Special Purpose Vehicle incorporated under the Companies Act, 2013 (the **"SPV"**). Where the Selected Applicant is a JV or a consortium, incorporation of an SPV shall be mandatory and such SPV shall maintain the same shareholding pattern as specified in the Application.

(b) Upon execution of the Project Agreement, the Selected Applicant or the SPV, as the case may be, shall be referred to as the **"Project Developer"** for the purposes of this RFP and the Project Agreement.

(c) Any deviation, modification or amendment in the Project Agreement shall be carried out as decided mutually.

1.9.2 Performance Security

(a) For execution of Project Agreement, a performance security of 3% (three percent) of the Cost of Plant and Machinery as mentioned in the Letter of Award (the **"Performance Security"**) shall be furnished, in the form of remittance made into the designated bank account by using Real Time Gross Settlement (RTGS)/ National Electronic Funds Transfer (NEFT), or an irrevocable and unconditional bank guarantee from a Scheduled Commercial Bank; as per the format prescribed in Project Agreement.

(b) Where the Performance Security is furnished in the form of a bank guarantee, the Project Developer shall ensure that such bank guarantee remains valid and enforceable at all times during the period for which the Performance Security is required under the Project Agreement. The Project Developer shall submit the renewed or extended bank guarantee to the MoC not later than 30 (thirty) days prior to its expiry, failing which the MoC shall be entitled to invoke such bank guarantee and/or take action in accordance with Clause 3.3.

(c) The Performance Security shall be refunded/returned, without any interest, upon the achievement of Financial Closure.

(d) Where the Project Developer, prior to disbursement of 1st instalment, decides not to proceed with the Project, it may surrender the Project by submitting a detailed written justification. In such case, the earmarked Financial Incentive shall stand withdrawn and 5% of the Performance Security shall be forfeited.

1.9.3 Dedicated Project Bank Account

(a) Upon execution of Project Agreement, the Project Developer shall open and maintain a new and dedicated bank account exclusively for the Project. No other receipts and expenditure apart from that related to the Project shall be made from this account.

(b) The Project Developer may substitute such account with an escrow account or special purpose account or such other project account as may be stipulated by the lender(s), provided complete auditability and traceability of project expenditure is maintained.

1.10 Disbursement of Financial Incentive

1.10.1 The Financial Incentive shall be disbursed to the Project Developer in 4 (four) equal instalments upon achievement of milestones and its verification by MoC, as set out below:

(a) **1st instalment (25%):** To be disbursed upon completion of following pre-implementation activities, to the satisfaction of the MoC:

(i) Land acquisition; and
(ii) Grant of Environment Clearance (EC); and
(iii) Coal/lignite tie-up for the Project; and
(iv) Finalization of the technology licensor; and
(v) Finalization of the EPC contractor (where applicable); and
(vi) Achievement of Financial Closure from banks/financial institutions.

Prior to disbursement, the Project Developer shall submit an Insurance Surety Bond of an amount equivalent to 25% (twenty five percent) of the amount of 1st instalment payable or, alternatively, a Bank Guarantee, both initially be valid for 1 (one) year. Such Insurance Surety Bond / Bank Guarantee shall be renewed or extended from time to time so as to remain continuously valid until the same is released by MoC.

The renewed or extended Insurance Surety Bond / Bank Guarantee shall be submitted to the MoC not later than 30 (thirty) days prior to the expiry of the then existing Insurance Surety Bond / Bank Guarantee, failing which the MoC may take action in accordance with Clause 3.3.

The Insurance Surety Bond / Bank Guarantee shall be released/returned upon the disbursement of 2nd instalment.

(b) **2nd instalment (25%):** In the form of reimbursement towards actual expenditure, upon completion of the following activities, to the satisfaction of the MoC:

(i) After disbursal of loan by Bank/Financial Institution towards the Project; and
(ii) Infusion of 30% of the equity contribution by the Project Developers; and
(iii) Actual expenditure of 50% or more of Financial Incentive towards Cost of P&M.

Here, the 'equity contribution' shall mean contribution towards the Project in the form of paid-up equity capital or internal accruals of the Project Developer.

(c) **3rd instalment (25%):** To be disbursed upon commissioning of the Project.

(d) **4th instalment (25%):** To be disbursed upon on Project achieving minimum 50% of the peak annual production capacity during the previous 365 days.

1.10.2 In the event Date of Commissioning of the Project is beyond five (5) years, excluding any period attributable to Force Majeure, from the date of execution of the Project Agreement, the disbursement of the remaining Financial Incentive (as at the end of 5 years) shall be:

(a) 50%, where commissioning of the Project occurs between 5 and 6 years.

(b) 25%, where commissioning of the Project occurs between 6 and 7 years.

(c) NIL, where commissioning of the Project occurs beyond 7 years.

2. APPLICATION SUBMISSION PROCESS

2.1 Schedule of Selection Process

2.1.1 The MoC shall endeavour to adhere to the **"Application Schedule"** specified in Clause 2.1.2, for conduct of the selection process. The MoC reserves the right to modify, amend, or extend any of the timelines, without incurring any liability to the Applicants.

2.1.2 All Applications shall be received and evaluated in discrete rounds with the Application Schedule specified as under:

Sl. No.	Events/Activity	Indicative Date
1.	RFP Issuance Date	T0
2.	Pre-Application Conference	T0 + 10
3.	Last Date for Receipt of Queries	T0 + 15
4.	MoC Response to Queries	T0 + 25
5.	Application Due Date *(Round Closes)*	T0 + 60
6.	Opening of Applications[1]	T0 + 61
7.	Declaration of the Selected Applicant	T0 + 105
8.	Issuance of Letter of Award (LoA)	T1=T0 + 120
9.	Signing of Project Agreement	T1 + 60

(a) Round-1 and all subsequent rounds shall be opened for a period of two (2) months.

(b) Each round shall commence on the day immediately following the Application Due Date of the preceding round, unless otherwise extended, modified, or cancelled by the MoC through a formal notification.

(c) All Applications received within a given round shall be evaluated collectively, commencing on the date immediately following the Application Due Date of that round.

(d) Upon conclusion of evaluation of each round, Financial Incentive shall be committed against the total Financial Outlay, in respect of all Selected Applicants of that round. Each subsequent round shall be open only to the extent of the residual Financial Outlay remaining after the conclusion of the preceding round.

(e) In case of no residual Financial Outlay, the MoC shall issue a formal notification and close any further rounds.

[1] *In the presence of the Applicant or its authorised representative*

2.2 Clarifications/Queries

2.2.1 Applicants should submit their clarifications/queries, in accordance with the Application Schedule specified at Clause 2.1.2, in the format provided at **Annexure IX**, by e-mail at soccnt-moc@gov.in with the following subject line:

"Clarifications and Request for Additional Information: Setting up Surface Coal/Lignite Gasification Projects under the ₹37,500 crore Scheme of MoC"

2.2.2 Responses, along with all notices, clarifications, corrigenda and addenda, shall be deemed to be a part of this RFP and shall be uploaded on the E-Portal.

2.3 Preparation and Submission of Application

2.3.1 The Application, duly signed by the Authorised Signatory and complete in all respects, along with all the information and documents, shall be submitted both on the E-Portal and in physical form, as set out below, in accordance with the Application Due Date specified in Application Schedule.

2.3.2 There should be no discrepancy between the documents submitted on the E-Portal and documents submitted physically, by the Applicant under the Application.

2.3.3 The Application once submitted cannot be modified, substituted, or withdrawn.

2.3.4 All pages of the Application shall be serially numbered.

2.3.5 The documents under the Application required to be submitted on the E-Portal are listed below. Additionally, the Column C of the table below indicates the documents required to be submitted in physical form (in original).

Sl. No.	Documents	Reference	To be submitted in Physical Form[2]
	(A)	**(B)**	**(C)**
(a)	Letter comprising Application along with supporting documents	Annexure II, Annexure IIA, Annexure IIB, Annexure IIC	Yes
(b)	Power of Attorney	Annexure III	Yes
(c)	Power of Attorney for Lead Member *(if consortium)*	Annexure IV	Yes
(d)	Board Resolution of the Applicant	-	Yes
(e)	Memorandum and Articles of Association of the Applicant	-	-

[2] *Required to be submitted in original*

Sl. No.	Documents	Reference	To be submitted in Physical Form[2]
	(A)	**(B)**	**(C)**
(f)	Joint Application Agreement *(if consortium)*	Annexure V	Yes
(g)	Latest Audited Balance Sheet and Profit & Loss Account of the Applicant; in case of a JV/consortium, of all members thereof	-	-
(h)	Declaration	Annexure VI	Yes
(i)	Affidavit	Annexure VII	Yes
(j)	Board-approved Pre-Feasibility Report (PFR) / Detailed Project Report (DPR)	In the manner prescribed at Appendix B	Yes
(k)	Integrity Pact, duly signed by the Authorised Signatory *(shall form part of the Project Agreement)*	Annexure VIII	Yes
(l)	Application Security	Annexure X	Yes
(m)	Net Worth Certificate certifying Net Worth of the Applicant (*calculated as per Appendix C*)	Annexure XII (as applicable)	Yes
(n)	RFP duly signed by the Authorised Signatory	-	-
(o)	Justification for addition of a new Product (not included in Annexure I)	-	If applicable, Yes

2.3.6 **Physical Submission of Original Documents**

(a) Documents marked "Yes" in the column C of Clause 2.3.5 shall be submitted in original, in a sealed envelope, addressed to the person specified below, on or before the Application Due Date, failing which the Application shall be rejected.

(b) If the envelope is not sealed and marked as instructed herein, the MoC shall assume no responsibility for misplacement, premature opening of the contents of the Application or any consequent losses, suffered by the Applicant.

(c) The sealed envelope shall be clearly superscribed as follows:

"Enclosures for the Application for Setting up Surface Coal/Lignite Gasification Projects under the ₹37,500 crore Scheme of Ministry of Coal"

and shall be addressed to:

Particulars	Details
Attention:	Under Secretary (CCT), Ministry of Coal
Address:	Room No. 4605, Zone 5, 4th Floor, GPOA-3, New Delhi 110023
Telephone:	011- 26773428
Email Address:	soccnt-moc@gov.in; nayan.pradeep@gov.in

2.4 Tests of Responsiveness

2.4.1 An Application shall be considered responsive only if it is duly signed by the Authorised Signatory and is complete in all respects, and satisfies the conditions set out below:

(a) contains all information and documents and is received as per the prescribed manner and formats as specified under Clause 2.3; and

(b) is received on or before the Application Due Date pursuant to Clause 2.1.2; and

(c) is accompanied by the Applications Security as specified in Clause 2.3.5(l); and

(d) is signed and marked as stipulated in Clause 2.3; and

(e) does not contain any conditions or qualifications; and

(f) submits original documents as specified under Clause 2.3; and

(g) is not otherwise non-responsive in terms hereof.

2.4.2 The MoC reserves the right to reject any non-responsive Application.

2.5 Application Security

2.5.1 The Applicant shall furnish, as part of its Application, an application security of ₹ 50,00,000 (Indian Rupees Fifty Lakhs only), in the form of a bank guarantee from a Scheduled Commercial Bank, in the manner prescribed at Annexure X (the **"Application Security"**).

2.5.2 The Application Security shall have a validity period of not less than 9 (nine) months from the Application Due Date and a claim period of minimum 30 (thirty) days from the date of expiry of validity period of Application Security.

2.5.3 The Application Security of the Selected Applicant will be returned, without any interest, upon signing of the Project Agreement. The Application Security of all other Applicants will be returned within 30 (thirty) days of the declaration of Selected Applicants for that round.

2.5.4 The Application Security shall be liable to forfeiture in case the Selected Applicant fails to execute the Project Agreement within 60 days of issuance of LOA.

3. MISCELLANEOUS

3.1 Dispute Resolution

3.1.1 The RFP shall be governed in accordance with the Applicable Laws of India. Subject to Clause 3.1.2, the courts at Delhi shall have exclusive jurisdiction over all disputes pursuant to or in connection with this RFP.

3.1.2 In the event of any dispute between the MoC and the Applicant, the parties shall first attempt to resolve such dispute through mediation or conciliation in accordance with the provisions of the Arbitration and Conciliation Act, 1996, before initiating any court proceedings.

3.1.3 In case of any contradiction of any clause of this RFP or Project Agreement with the outline of the approved Scheme guidelines issued by Ministry of Coal on 25th June 2026, the provisions of the guidelines shall prevail.

3.2 Change of Control

3.2.1 Change in Control Prior to Selection

(a) Upon submission of the Application and until declaration of the Selected Applicant, no change in Control of the Applicant shall be effected without prior written approval of the MoC.

(b) Such approval may be granted by MoC only where the proposed change in Control does not render the Applicant non-compliant with the Eligibility Parameters or any other requirement of this RFP.

(c) The Applicant shall promptly inform the MoC of any actual, proposed, or impending change in Control during the selection process, together with all relevant details and documents.

3.2.2 Change in Control and Transfer of Project subsequent to Selection

(a) The Project implemented under the Scheme shall not be transferred, sold, or otherwise disposed of without prior approval of the MoC, during the period of implementation of the Project (the **"Lock-in Period"**). Any such change by the Project Developer, shall require the prior written approval of the MoC.

(b) However, the Project Developer shall at all times during the Lock-in Period, hold a minimum of 51% (fifty-one percent) of the subscribed and paid-up equity share capital.

(c) No approval of transfer, sale or otherwise disposal of Project shall be granted by MoC unless the proposed transferee or acquirer (the **"Selectee"**) satisfies the Eligibility Parameters to the satisfaction of the MoC.

(d) Transfer of the Project or equity share capital of the Project Developer to a Group Company may be permitted by the MoC during the Lock-in Period, subject to:

(i) prior written approval of the MoC;
(ii) the Ultimate Beneficial Ownership remaining unchanged; and
(iii) management control remaining with the same Group Companies.

(e) Upon expiry of the Lock-in Period, any transfer or sale of the Project or change in Control shall require written intimation to the MoC.

(f) These provisions shall not apply to any change in Control arising pursuant to Applicable laws.

3.2.3 **Consequences of default**

(a) In the event of any transfer, sale, disposal of the Project, cessation of operations or change in Control effected in breach of Clause 3.2.1 and/ or 3.2.2, the MoC may take action(s) in accordance with Clause 3.3.

(b) The remedies set out in Clause 3.2.3(a) shall be without prejudice to any other rights or remedies available to MoC under this RFP, Project Agreement, or Applicable Laws.

3.3 Consequences of Non-Compliance

3.3.1 Without prejudice to any other rights, remedies or powers available to the MoC under the Scheme, this RFP, the Project Agreement or Applicable Laws, and without limitation thereto, where an Applicant, Selected Applicant or Project Developer:

(a) furnishes or has furnished any false, misleading, inaccurate, incomplete or fraudulent information, declaration, certificate or claim;

(b) commits a material breach of this RFP or the Project Agreement;

(c) fails to comply with any Eligibility Parameter, Evaluation Parameter or condition subject to which approval or Financial Incentive has been earmarked;

(d) fails to renew, extend or replace any Performance Security, Bank Guarantee, Insurance Surety Bond or other security required under the Scheme, this RFP or the Project Agreement within the prescribed time;

(e) undertakes any modification requiring approval without obtaining such approval; or

(f) fails to achieve any milestone or obligation prescribed under the Scheme, this RFP or the Project Agreement,

the MoC may, having regard to the nature, gravity and stage of the default, take the following action(s), whether individually or cumulatively, as it may deem appropriate:

(a) reject the Application or cancel the selection and/or forfeit the Application Security;

(b) terminate the Project Agreement;

(c) withdraw the earmarked Financial Incentive;

(d) invoke or forfeit the Performance Security, Insurance Surety Bond or Bank Guarantee, in whole or in part;

(e) direct the bank maintaining the escrow account or the dedicated Project Bank Account, as applicable, to freeze the operation of such account, until the Project Developer renews, extends or replaces the Performance Security, Bank Guarantee, Insurance Surety Bond or other security required under the Scheme, this RFP or the Project Agreement.

(f) recover any Financial Incentive already disbursed in accordance with Clause 3.3.2;

(g) debar the Applicant, Selected Applicant, Project Developer from participation in future schemes, tenders or programmes of the Ministry of Coal in accordance with applicable Government guidelines; and/or

(h) take any other action permissible under Applicable Laws.

3.3.2 Any Financial Incentive required to be refunded or recovered under the Scheme, this RFP or the Project Agreement shall be recoverable together with interest calculated at twice the rate of the 3 (three) year SBI MCLR (Marginal Cost of Funds-based Lending Rate) prevailing on the date of disbursement, compounded annually, from the date of disbursement.

3.4 Confidentiality

3.4.1 All information relating to the examination, clarification, and evaluation of Applications shall be treated as strictly confidential and shall not be disclosed to any person not officially connected with the selection process.

3.5 Proprietary Data

3.5.1 All documents and other information provided by the MoC or submitted by an Applicant to the MoC shall remain or become the property of the MoC. The MoC shall not return any Application or any information submitted therewith.

3.6 Amendment of RFP

3.6.1 The MoC may, at any time prior to the opening of Application, modify this RFP by issuing corrigenda or addenda, whether on its own initiative or in response to Applicant queries. All clarifications, interpretations, notices, corrigenda or addenda issued by MoC shall be uploaded on the official website and the E-Portal.

3.7 Refunds and Release of Securities

3.7.1 Any Application Security, Performance Security, Insurance Surety Bond, bank guarantee or other amount refundable under the Scheme, this RFP or the Project Agreement shall be refunded or returned without any interest, return, compensation or other accretion thereon, and no claim in respect thereof shall lie against the MoC.

3.7.2 Any forfeiture, encashment or appropriation of any Application Security, Performance Security, Insurance Surety Bond, bank guarantee, deposit or other amount under the Scheme, this RFP or the Project Agreement shall be without prejudice to any other rights or remedies available to the MoC under the Scheme, this RFP, the Project Agreement or Applicable Laws.

3.8 Language

3.8.1 The Application and all related correspondence and documents shall be in English language. Supporting documents and printed literature shall be accompanied by English translations, duly authenticated and certified by the Applicant. For the purpose of interpretation and evaluation of the Application, the English translation shall prevail.

3.9 Others

3.9.1 By submitting the Application, the Applicant shall be deemed to have irrevocably, unconditionally, agreed that:

(a) the MoC, including its employees, agents and advisers, shall not be liable for any claims, losses, damages, costs or expenses arising out of or in connection with the selection process or disbursement of Financial Incentive; and

(b) the Applicant waives, to the fullest extent permitted under Applicable Laws, any right to bring claims or initiate proceedings against the MoC in relation to the Selection Process or disbursement of Financial Incentive, whether such claims or rights are present or future, actual, contingent, known or unforeseen.

Annexure I

List of Products that Qualify under the Scheme

The eligible Products include Syngas or its downstream products including but not limited to:

1. Acetic Acid
2. Ammonia
3. Ammonium Nitrate (including technical ammonium nitrate)
4. Ammonium Sulphate
5. Chloromethane
6. Diesel
7. Di methyl Ether – DME
8. Direct Reduced Iron – DRI
9. Gasoline
10. Ethanol
11. Formaldehyde
12. Hydrogen
13. Power (from Syngas)
14. Methanol
15. Methyl Methacrylate – MMA
16. Methyl Tertiary Butyl Ether – MTBE
17. Mono Ethylene Glycol – MEG
18. Naphtha
19. Olefins
20. Aviation Fuel (including sustainable aviation fuel)
21. Synthetic Natural Gas
22. Urea

Note:

a) The above list is indicative and MoC may include or recognise additional products from time to time, based on request of Applicant.
b) In case the Applicant proposes a Product not forming part of this list, it shall submit a written justification requesting classification of that Product under this Annexure.

Annexure II

Letter Comprising the Application

(*On the Official letterhead of the Applicant /Lead Member of the consortium*)

Dated:

To,

[……]
Ministry of Coal,
Government of India.

Subject: Application Seeking Financial Incentive for setting up a new Project under "Scheme for Promotion of Surface Coal/Lignite Gasification Projects"

Dear Sir/Ma'am,

1. With reference to your RFP dated [●], I/we, having examined the Application documents and understood their contents, hereby submit my/our Application. The Application is unconditional and unqualified.
2. I/ We acknowledge that the MoC will be relying on the information provided in the Application and the documents accompanying the Application for selection of the Applicant, and I/ we certify that all the information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Selected Applicant for the development, augmentation, operation and management of the Project.
4. I/ We shall make available to the MoC any additional information it may find necessary or require to supplement or authenticate the Application.
5. I/ We acknowledge the right of the MoC to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Laws, our right to challenge the same on any account whatsoever.
6. I/ We certify that neither I/we nor any of the consortium members, nor any of our/their Group Companies:
   (a) have any insolvency proceedings admitted against them by the National Company Law Tribunal (NCLT) or any court of competent jurisdiction;

(b) have been blacklisted by Central or State Government (or any instrumentalities thereof) for any reason.

(c) are in non-compliance of any Applicable Laws.

7. I/ We declare that none of our promoters or directors have been convicted of an offence relating to coal block allocation or sentenced with imprisonment for more than 3 (three) years.

8. I/ We declare that:

(a) I/ We have examined and have no reservations to the Application documents, including any corrigendum or addendum issued by the MoC;

(b) I/ We do not have any conflict of interest in accordance with the terms of the RFP or Applicable Laws;

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or RFP issued by or any agreement entered into with the MoC or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that I/we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, under the RFP.

(e) Where any of our Ultimate Beneficial Owners (as defined in the RFP) are situated outside India, we undertake to obtain all requisite clearances and approvals as may be required under Applicable Laws and submit the same to the MoC as a condition precedent to issuance of the Letter of Award.

9. I/ We understand that MoC may cancel the Selection Process at any time and that MoC is neither bound to accept any Application that it may receive nor to invite the Applicants to apply for the Project, without incurring any liability to the Applicants, in accordance with the terms of the RFP.

10. I/ We believe that we/ our consortium satisfies the Eligibility Parameters under the RFP and meet(s) all the requirements as specified in the RFP and am/ are eligible to submit an Application in accordance with the Applicable Laws.

11. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of the RFP, we shall intimate the MoC of the same immediately.

12. I/ We acknowledge and agree that I/we are compliant and shall continue to comply with all provisions of the RFP and the MoC shall be entitled to take action in accordance with Clause 3.3 of the RFP in the event of any non-compliance.

13. I/ We hereby irrevocably undertake that they I/we shall undertake the Project of the proposed capacity and shall not add, delete or substitute any Product, or otherwise modify the Project in any manner requiring prior approval, except in accordance with the provisions of this RFP, the Project Agreement and Annexure XI. I/we further undertake to commission the Project within the prescribed timeline and to take all such other steps as may be required by the MoC.

14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MoC in connection with the selection of the Applicant, or in connection with the selection process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15. I/ We have studied all the Application documents carefully and made a thorough and complete financial, technical and legal diligence of the requirements and other aspects relating to the implementation of the Project. We understand that except to the extent as expressly set forth in the Project Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MoC or in respect of any matter arising out of or relating to the selection process including the earmarking of Financial Incentive.

16. I/ We shall undertake that prior to seeking disbursement of 1st (first) instalment of the Financial Incentive from the MoC, the Project Developer shall ensure compliance with all Applicable Laws and obtain requisite approvals/clearances for itself and its subcontractors, technology partners and others (as applicable) and submit such clearances to the MoC.

17. I/ We agree and understand that the Application is subject to the provisions of the Application documents. In no case, I/ We shall have any claim or right of whatsoever nature if we/us are not declared as Selected Applicant or our Application is not opened or rejected.

18. The Cost of Plant & Machinery has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and our cost estimates and after a careful assessment of the site and all the conditions that may affect the Project Cost and implementation of the Project.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFP. *(For Consortium only - strike off if not applicable)* We, the consortium members jointly and severally agree to be liable for all the obligations of the Project Developer under the Project Agreement.

20. I/ We hereby submit the Integrity Pact as per the format given in Annexure-VIII of the RFP duly signed by the Authorised Signatory and it shall be a part of the Project Agreement.

21. I/ We acknowledge and agree that, as a condition precedent to execution of the Project Agreement, I/we shall furnish a Performance Security of an amount equivalent to 3% (three percent) of the Cost of Plant and Machinery, as stated in the Letter of Award, in the form and manner specified in the Project Agreement, and that failure to do so within the stipulated time shall entitle the MoC to cancel the Letter of Award and forfeit the Application Security.

22. I/ We acknowledge and undertake that, upon execution of the Project Agreement, I/we shall open and maintain a new and dedicated bank account exclusively for the Project in accordance with the provisions of the Project Agreement, and no receipts or expenditure unrelated to the Project shall be made through such account.

23. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Application Due Date specified in the RFP.

24. I/ We undertake that in the event the MoC, at any stage in the Project, finds or comes to know and become satisfied that eligibility, selection, approval or disbursement of Financial Incentive(s) has been obtained through manipulation, misrepresentation, suppression of material information or furnishing of false information or where the milestones for disbursal of the Financial Incentive have not been achieved, the MoC shall be entitled to take action in accordance with Clause 3.3 of the RFP.

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

Yours faithfully,

Signature:
Name:
Designation:
Place:
Date:

Name and seal of the Applicant/ Lead Member:

Annexure IIA

Particulars of the Project

Sl. No.	Particulars	Unit	Project Details
1.	Name of the Project		
2.	Location		
	- Village/Town/ District		
	- State		
	- Whether at pithead	Yes/No	
	- If yes, name of the coal/lignite mine and distance from pithead	km	
3.	Product(s)		
4.	Annual plant capacity of Product(s)	MTPA	
	- Annual Capacity of Product 1:	MTPA	
	- Annual Capacity of Product 2:	MTPA	
	- Annual Capacity of Product 3:	MTPA	
5.	Raw Syngas (produced annually)	Nm^3/hr	
6.	Clean Syngas (produced annually)	Nm^3/hr	
	- Percentage allocation of Clean Syngas to each Product	%	
7.	Density of Syngas	Kg/ Nm^3	
8.	Total Annual Coal/Lignite Requirement	Million Tonne	
	- Annual Requirement for Feed	Million Tonne	
	- Annual Requirement for Fuel	Million Tonne	
9.	Project Cost	₹ Crore	
10.	Total Proposed cost of Plant & Machinery (P&M)	₹ Crore	
	- Percentage allocation of Cost of P&M to each Product	%	
11.	Expenditure incurred on Plant & Machinery (P&M) prior to approval of Scheme	₹ Crore	
12.	Financial Incentive sought	₹ Crore	
13.	Manpower requirement	Nos.	
14.	Technology tie-up:	Yes/No	If Yes, provide: (a) Name and details of the technology provider;

Sl. No.	Particulars	Unit	Project Details
			(b) Nature of tie-up along with supporting documents; (c) Type of technology: Indigenous technology OR Acquisition of international technology OR Other (specify)

Note: Further details if required, may be sought by the MoC.

Annexure IIB

Particulars of the Applicant

1. Details of the Company:
   (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:
   (e) Group Company Participation in this Scheme:

Sl. No.	Name of Group Company	Relationship (Affiliate/Associate Holding/ Subsidiary)	Round in which applied/ selected	Product	Financial Incentive Earmarked (₹ Crore)
1					
2					

Note: If no Group Company has applied or been selected under the Scheme, please state: "NIL"

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Applicant:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the members of the consortium.
   (b) A copy of the Joint Application Agreement, as envisaged under the RFP should be attached with the Application.
   (c) Information regarding the role (lead member or member) of the consortium should be provided as per table below:

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

6. Details of Ultimate Beneficial Owner (UBO):

Sl. No.	Name of UBO	Nationality	Country of Residence	% Beneficial Ownership (Direct/Indirect)	Whether UBO is situated outside India (Yes/No)
1					
2					

If UBO is situated outside India, specify the applicable regulatory/security clearance required and current status thereof.

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

Sl. No.	Criteria	Yes	No
1	Has the Applicant/ constituent of the consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application?		

Annexure IIC

Statement of Legal Capacity

(*To be forwarded on the letterhead of the Applicant/ Lead Member of consortium*)

Ref.

To,
[……..]
Ministry of Coal,
Government of India

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFP.

We have agreed that **[insert name of Lead Member]** shall act as the Lead Member of our consortium.

We further confirm that **[insert name of Authorised Signatory]** has been duly authorised to act as our representative / the representative of the consortium and to submit this Application on our / its behalf. The Authorised Signatory is vested with requisite powers to execute and authenticate this letter and all documents submitted in connection with this Application.

Yours faithfully,

For and on behalf of:

Signature:
Name:
Designation:
Address:
Date:

Company Stamp:

Annexure III

Power of Attorney

(for Signing of Application)

(To be executed on Stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS that we [●] (name of the firm), a company incorporated under the laws of **[●]**, having its registered office at **[●]** (hereinafter referred to as the **"Principal"**), do hereby irrevocably constitute, nominate, and appoint **Mr./Ms. [●]**, son/daughter/wife of **[●]**, residing at **[●]**, presently employed with us/Lead Member of the consortium in the capacity of **[●]**, as its true and lawful Attorney (hereinafter referred to as the **"Attorney"**), to do in the name and our behalf, all such acts, deeds, and things as are necessary or required in connection with the submission of the Application seeking Financial Incentive for setting up a new Project under the "Scheme for Promotion of Surface Coal/Lignite Gasification Projects" of the Ministry of Coal, Government of India, including but not limited to:

(a) signing, executing, and submitting the Application and all documents and writings in connection therewith;
(b) participating in Pre-Application conferences and other meetings, and providing information/ responses to the MoC;
(c) representing us in all matters before the MoC in connection with the Application and the Project; and
(d) signing and executing all contracts, including the Project Agreement, and all undertakings consequent to acceptance of the Application and generally dealing with the MoC in all matters in connection with or relating to or arising out of our Application and/ or upon award thereof to us and/or till the entering into of the Project Agreement with the MoC

AND the Principal hereby agree to ratify and confirm all acts, deeds and things done by our Attorney in exercise of the powers conferred by this Power of Attorney, shall always be deemed to have been done by us.

IN WITNESS WHEREOF THE PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 202[●]

For **[●]**

Signature:
Name:
Designation:
Address:

Witnesses:

1. [Name, Designation and Address of Witness 1]
2. [Name, Designation and Address of Witness 2]

Accepted

Signature:
Name:
Designation:
Address of the Attorney:

(Notarised)

Note:

1. *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.*
2. *Wherever required, the Applicant 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 Applicant.*
3. *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 Applicant from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure IV

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

(To be executed on Stamp paper of appropriate value)

WHEREAS the Ministry of Coal (MoC), Government of India (hereinafter referred to as the **"MoC")** has invited Applications for the seeking Financial Incentive for setting up Surface coal/lignite gasification project under the "Scheme for Promotion of Surface Coal/Lignite Gasification Projects" (the "**Project**").

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

WHEREAS the members of the Consortium are required to designate one of them as the Lead Member with all necessary power and authority to act for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Application for the Project and its execution.

NOW THEREFORE, We:

- **M/s. [●],** having its registered office at [●];
- **M/s. [●]**, having its registered office at [●]; and
- **M/s. [●]**, having its registered office at [●],

(hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise **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**").

The Principals hereby irrevocably authorise the Attorney (with power to sub-delegate) to act for and on behalf of any one of us and the Consortium during the selection process and, in the event the Consortium is declared as Selected Applicant, and during execution and implementation of the Project. In this regard, the Attorney shall be authorised to undertake, execute and perform, on behalf of the Consortium and the Principals, all such acts, deeds, matters and things as may be necessary or required or incidental in connection with the qualification of the Consortium and submission of the Application for the Project, including but not limited to

(a) Signing, executing and submitting the Application and all other documents and writings in connection thereof;
(b) participating in Pre-Application conferences and other meetings, and providing information and responses to the MoC;

(c) accepting the Letter of Award;
(d) submitting information/documents, signing and executing all contracts, including the Project Agreement, and all undertakings consequent to acceptance of the Application; and
(e) representing the Consortium in all matters before the MoC or any other Government agency or any person, in all matters in connection with the Application and the Project and/ or upon award thereof till the Project Agreement is entered into with the MoC.

AND the Principals hereby agree to ratify and confirm all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by the Principals / Consortium.

IN WITNESS WHEREOF, THE PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●].

For **[●]**

Signature:
Name:
Designation:
Address:

For **[●]**

Signature:
Name:
Designation:
Address:

For **[●]**

Signature:
Name:
Designation:
Address:

Witnesses:

1. [Name, Designation and Address of Witness 1]
2. [Name, Designation and Address of Witness 2]

(Executants)

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

(Notarised)

Note:

1. *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.*
2. *Also, wherever required, the Applicant 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 Applicant.*
3. *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 Applicant 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 V

Joint Application Agreement *(as applicable)*

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. **[●]** Limited, a company incorporated under the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as the **"First Party"**);

2. **[●]** Limited, a company incorporated under the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as the **"Second Party"**);

3. **[●]** Limited, a company incorporated under the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as the **"Third Party"**).

The First, Second, and Third Party are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party".** Each reference to a Party shall, unless repugnant to the context, include its successors and permitted assigns.

WHEREAS,

A. The President of India represented by Ministry of Coal, Government of India (hereinafter referred to as the **"MoC"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications vide Request for Proposal No. [●] dated [●] (the **"RFP"**) for selection of Applicant for setting up new Surface Coal/Lignite Gasification Project in India under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects.

B. The Parties are interested in jointly participating in the selection process for the Project, as members of a consortium and in accordance with the terms and conditions of the RFP and other Application documents in respect of the Project, and

C. The RFP requires members of a Consortium to enter into a Joint Application Agreement and furnish a copy thereof with the Application.

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 purpose 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 or through any other consortium constituted for this Project, whether directly or indirectly or through any of their Affiliates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Applicant, it shall incorporate a special purpose vehicle (the **"SPV"**) under the Companies Act, 2013 for executing the Project Agreement and performing all obligations of the Project Developer thereunder.

3.2 The Parties acknowledge that eligibility of the Consortium is subject to the condition that the net worth of the Applicant shall be more than **20% (twenty percent)** of the Project Cost.

3.3 The Parties acknowledge and agree that the net worth of each Consortium member considered for meeting the eligibility criteria of this Project shall be deemed to have been first allocated and utilized for this Project. Accordingly, the portion of net worth so reckoned shall not be available for assessment, qualification or eligibility determination in respect of any other Project(s) for which such Consortium member may separately apply. Only the residual net worth, if any, remaining after such allocation and utilization for the present Project shall be available for consideration in any other project(s).

3.4 Each Party hereby represents, warrants and undertakes that, having regard to the Financial Incentive earmarked or applied for by it and its respective Group Companies under the Scheme, the aggregate Financial Incentive receivable by it (including its Group Companies) across all Projects under the Scheme shall not exceed ₹12,000 crore (Rupees Twelve Thousand Crore only).

4. Role of the Parties

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

(a) The First Party shall be the **Lead Member** of the Consortium and shall have the power of attorney from all Parties to conduct all business for and on behalf of the Consortium during the selection process and until all obligations of the SPV become effective.

(b) The Second Party shall be a **Member** of the Consortium.

(c) The Third Party shall be a **Member** of the Consortium.

5. Joint and Several Liability

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

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

6. Shareholding in the SPV

6.1 The Parties hereby irrevocably undertake and agree that, in the event the Consortium is declared as the Selected Applicant and the Financial Incentive is earmarked for the Consortium, they shall incorporate a Special Purpose Vehicle (**"SPV"**) in accordance with the requirements of the RFP and the Application, for the purpose of undertaking, implementing and performing all obligations of the Project Developer in relation to the Project. The SPV shall have the following equity commitments and shareholding structure:

Member	Shareholding in SPV	Equity contribution
Lead member:	[●]%	[●]%
Member 1:	[●]%	[●]%
Member 2:	[●]%	[●]%
Total:	**[●]%**	**[●]%**

The minimum equity stake to be held by each Consortium member in the SPV shall be as follows:

Member	Minimum Stake
Lead Member:	not less than [●]%
Member 2:	not less than [●]%
Member 3:	not less than [●]%

6.2 The Parties undertake that a minimum of **51% (fifty-one percent)** of the subscribed and paid up equity share capital of the SPV shall, at all times during the Lock-in Period (as defined in Clause 3.2.2 of the RFP), be held by the Parties whose net worth has been reckoned for the purposes of qualification under the RFP. Any change in Control or transfer of the Project shall in accordance with the RFP and the Project Agreement.

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

7. Representation of the Parties

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

(a) it is duly organised, validly existing and in good standing under the Applicable Laws of its jurisdiction of 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 duly authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date of execution and shall continue in full force and effect for the duration of the Project Agreement, in the event the Financial Incentive is earmarked

for the Consortium. However, in case the Consortium does not get declared as Selected Applicant, this Agreement shall stand automatically terminated.

9. Miscellaneous

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

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

IN WITNESS WHEREOF, THE PARTIES 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 PARTY by:

Signature:
Name:
Designation:
Address:

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PARTY by:

Signature:
Name:
Designation:
Address:

In the presence of:

1. [Name, Designation and Address of Witness 1]
2. [Name, Designation and Address of Witness 2]

Note:

1. *The mode of the execution of the Joint Application 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 Application 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 Application 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 VI

Declaration

(To be submitted on the letterhead of the sole Applicant / each member of the Consortium)

We hereby solemnly affirm and undertake as follows:

1. We hereby declare that neither we nor any of our director(s), Chief Executive Officer (CEO), principal officers, and other key managerial personnel are convicted by any court of law or are indicted or have received any adverse order from any regulatory authority relating to a grave offence, including:

   (a) any order issued by the Securities and Exchange Board of India ("SEBI") or the Reserve Bank of India ("RBI") directly relating to "Fraud" as defined under the provisions of the SEBI Act, 1992, the RBI Act, 1934, or the rules and regulations framed thereunder, as amended from time to time;

   (b) any order issued by SEBI casting doubt on the ability of the Applicant to implement the Project;

   (c) any conviction by a court of law; and

   (d) any order of prosecution issued by SEBI/RBI or any other statutory or regulatory authority against the Applicant, provided that disqualification in such case shall arise only upon conviction by a court of law.

2. We further certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/or our Group Companies in respect of the Ministry of Coal (**"MoC"**) and/or its joint ventures or its subsidiaries or its Affiliates.

3. We further declare that neither we nor any of our Associate Companies have been issued a charge-sheet by any Government Authority or convicted by a court of law for any offence with regard to matters relating to the security and integrity of the country.

4. We further declare that neither we nor any of our Associate Companies, our director(s), CEO, or other key managerial personnel, are under any investigation pending before any regulatory authority or other authority.

5. We hereby declare and confirm all information and documents submitted pursuant to the RFP, including all annexures, undertakings and supporting documents, are true, correct, complete and not misleading in any material respect.

6. We hereby declare and confirm that the net worth particulars furnished in our Application accurately reflect the net worth available to us after deducting all commitments made towards other Projects under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects (including Projects of our Group Companies), as computed in accordance with Clause 1.3.1(f)

of the RFP. We further confirm that the net worth reckoned for this Application has not been double-counted towards any other Project under this Scheme.

Yours sincerely,

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

Signature: (Authorised Signatory)
Name:
Designation:
Address:
Date:

Company Stamp:

Note:

In the event any Applicant is unable to furnish the above undertaking on account of any conviction, indictment, order, or investigation as above, full details of the same shall be provided including names of persons involved, designation, charge/offence, ordering/ investigating agency, status/outcome etc. with supporting/ relevant documents. Any entity which is disqualified from participating in the Transaction, shall not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

Annexure VII

Affidavit

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

I, **[*insert name*]**, aged **[*insert age*]** years, resident of **[*insert address*]**, acting as the Authorised Signatory on behalf of **[*name of Applicant*]** (the **"Applicant"**), in my capacity as **[*designation*]**, do hereby state as follows:

1. I am conversant with the facts and circumstances surrounding the subject of this Affidavit and have been duly authorised to depose to the same pursuant to the power of attorney dated [*insert date of execution of Power of Attorney*]. I am filing this Affidavit to place on record verification of facts and documents in connection with the selection process concerning [*name of the Project*].

2. The following documents have been submitted in connection with the Application:

A. Documents submitted on the E-Portal

1. Letter comprising the Application along with supporting documents in accordance with Annexures II, IIA, IIB and IIC of the RFP;
2. Power of Attorney as per Annexure III and Annexure IV (if applicable) of the RFP;
3. Certified true copy of board resolution authorising execution of above-mentioned Power of Attorney;
4. Certified extract of charter documents i.e. Memorandum of Association and Articles of Association;
5. Joint Application Agreement as per Annexure V of the RFP (if applicable);
6. Latest available audited balance sheet and profit and loss account of the Applicant; in case of a JV/consortium, of all members thereof;
7. Declaration as per Annexure VI of the RFP;
8. This Affidavit as per Annexure VII of the RFP;
9. Copy of the Board Approved PFR/DPR;
10. Integrity pact as per Annexure VIII of the RFP;
11. Application Security as per Annexure X of the RFP;
12. Net worth Certificate as per Appendix C of the RFP;
13. Request for proposal duly signed by the Authorised Signatory;
14. Justification for addition of a new Product (if applicable); and
15. [*any other document submitted by the Applicant*].

B. Documents submitted physically with the Ministry of Coal (MoC)

1. Letter comprising the Application along with supporting documents in accordance with Annexures II, IIA, IIB and IIC of the RFP;

2. Power of Attorney as per Annexure III and Annexure IV (if applicable) of the RFP;
3. Certified true copy of board resolution authorising execution of abovementioned Power of Attorney;
4. Joint Application Agreement as per Annexure V of the RFP (if applicable);
5. Declaration as per Annexure VI of the RFP;
6. This Affidavit as per Annexure VII of the RFP;
7. Copy of the Board Approved PFR/DPR;
8. Integrity pact as per Annexure VIII of the RFP;
9. Application Security as per Annexure X of the RFP;
10. Net worth Certificate as per Appendix C of the RFP;
11. Justification for addition of a new Product (if applicable); and
12. [*any other document submitted by the Applicant*]

3. For the purposes of clarification particulars of our Group Companies (*as defined in the RFP*), which are also participating in the selection process under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects are set out below:

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

4. For the purposes of clarification, particulars of our Group Companies *(as defined in the RFP)*, together with details of their Project(s) in respect of which Financial Incentive has previously been earmarked under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects, are set out below:

Sl. No.	**Application Due Date**	**Name of the Company**	**CIN**	**Product of the Project**	**Net worth at the time of selection**	**Current Net worth**	**Financial Incentive Earmarked**

5. I unconditionally represent that we have not and shall not, directly or indirectly or through any agent, engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or any arrangement with intent to form a cartel, in respect of any tender, request for proposal, or agreement with the MoC or any other public sector enterprise or Government authority, central or state.

6. That nothing has been concealed in the information submitted as mentioned above and all documents and information (including any representation/statements) submitted as a part of our Application are true and accurate and are in terms of the RFP.

7. I further affirm that any change in the particulars furnished in the Application, including any change in Control or any other material information having a bearing on the Applicant's eligibility or evaluation under the RFP, shall be promptly intimated to the Ministry of Coal in accordance with the provisions of the RFP.

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

Signature of the Deponent:
Name:
Designation:

Company Stamp:

VERIFICATION

I, [●], the [*Insert designation of the deponent*] of the Applicant 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 Applicants, and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified on the day of (*month*) 20 (*Year*) at (*place*).

(DEPONENT)

Signature:
Name:
Designation:

Company Stamp:

Annexure VIII

Format of the Integrity Pact

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

Ministry of Coal, Government of India having its office at Room No. 4605, Zone 5, 4th Floor, GPOA-3, New Delhi, 110023 **(**the "**MoC**" which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part; and

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

WHEREAS the MoC intends to invite Applications, through request for proposal document dated **_____, 20[●]** (the "**RFP**") for seeking Financial Incentive for setting up a new Surface Coal/Lignite Gasification Project (the "**Project**") under Scheme for Promotion of Surface Coal/Lignite Gasification Projects. The MoC, while discharging its functions on business principles, values proper compliance with all relevant Applicable Laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Applicants.

NOW, THEREFORE, to ensure integrity, transparency, and fairness in the implementation of the Scheme and to prevent all forms of corruption, undue influence, or prejudicial dealings prior to, during, and after the execution of the Project Agreement, the Parties agree to adopt a system that promotes ethical conduct and accountability. The MoC shall ensure that the Financial Incentive under the Scheme is administered strictly in accordance with the prescribed guidelines and applicable procedures, and that its officials do not engage in any corrupt or improper practices in the evaluation, approval, or disbursement of such incentives.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the MoC

1.1 The MoC undertakes that no official of the MoC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Applicant/Project Developer, either for themselves or for any or for any third party, in connection with the evaluation, approval, or disbursement of Financial Incentives under the Scheme or any related process.

1.2 The MoC will, during the pre-selection stage, treat all the Applicants alike, and will provide to all the Applicants the same information and will not provide any such information to any

particular Applicant which could afford an advantage to that particular Applicant in comparison to others.

1.3 All the officials of the MoC will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Applicant to the MoC with full and verifiable facts and the same is prima facie found to be correct by the MoC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MoC and such a person shall be debarred from further dealings related to the Scheme for Promotion of Surface Coal/Lignite Gasification Projects.

3. Commitments of Applicant/Project Developer

The Applicant/Project Developer commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its Application or during any pre-Selection or post-selection stage in order to secure the Financial Incentive under this scheme or in furtherance to secure it and in particular commit itself to the following:

3.1 The Applicant/Project Developer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MoC, connected directly or indirectly to any person, organization or third party related to this Scheme in exchange for any advantage in the selection, evaluation, approval, or disbursement of Financial Incentives under the Scheme or any related process.

3.2 The Applicant/Project Developer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.3 The Applicant/Project Developer will inform the MoC: i) If he receives demand for an illegal/undue payment/benefit; ii) If he comes to know of any unethical or illegal benefit; iii) If he makes any payment to any MoC's associate(s).

3.4 The Applicant/Project Developer commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.5 If the Applicant/Project Developer or its Key Management Personnel involved in the Project during Application process or afterwards, either directly or indirectly, is a relative of any of the officers of the MoC, or alternatively, if any relative of an officer of the MoC has financial interest/stake in the Applicant/Project Developer, the same shall be disclosed by the

Applicant/Project Developer at the time of submission of Application. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.6 The Applicant/Project Developer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Moc.

3.7 That if the Applicant, during the selection process or before signing of Project Agreement or during execution of the Project has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Applicant into question, the MoC is entitled to disqualify him Application or to terminate the Project Agreement for such reason and to debar the Applicant from participation in the scheme in future.

4. Previous Transgression

4.1 The Applicant declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact, with any Authority.

4.2 The Applicant agrees that if it makes incorrect statement on this subject, he can be disqualified from the selection process, if already executed the Project Agreement, can be terminated for such reason and may be considered for debarment from participation in the scheme in future.

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

Prior to the disbursement of first instalment of Financial Incentive the Project Developer shall submit an Insurance Surety Bond of an amount equivalent to 25% (twenty five percent) of the amount of 1st instalment payable, or alternatively, a Bank Guarantee, in accordance with the terms, conditions, and timelines specified in the Project Agreement.

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

6.1 Any breach of this Integrity Pact shall constitute a material breach of the RFP and the Project Agreement and the MoC may take action in accordance with Clause 3.3 of the RFP.

6.2 The MoC will be entitled to take all or any of the actions mentioned at para 6.1 of this Integrity Pact also on the Commission by the Applicant/Project Developer any person employed by it or acting on its behalf of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the MoC to the effect that a breach of the provisions of this Integrity Pact has been committed by the Applicant/Project Developer shall be final and conclusive on the Applicant/Project Developer.

7. Allegations against Applicant/Project Developer

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

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

10.1 That the changes and supplements as well as termination notices need to be made in writing.

10.2 That if the Selected Applicant is a Consortium, this Integrity Pact must be signed by all the members of the Consortium or their authorised representatives.

11. Pact duration (Validity)

11.1 That this Integrity Pact comes into force when both the parties have signed it. It shall remain valid for the entire duration of the Scheme and up to 12 months after the completion of the final milestone-based disbursement of Financial Incentives to the Project Developer, as per the Scheme.

11.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified herein before, unless it is discharged/determined by the MoC.

11.3 That should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct

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

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

Signature: (Authorised Signatory)
Name:
Designation:
Address:
Date:

Company Stamp:

Annexure IX

Format for Seeking Clarifications

"Clarifications and Request for Additional Information: Setting up Surface Coal/Lignite Gasification Projects under the ₹37,500 crore Scheme of MoC"

(Applicable only for submission of queries up to the last date for receipt of queries specified in Clause 2.1.2)

Sl. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested Text for Amendment, if any	Rationale for Clarification or Amendment

(in .doc, .docx, .xls, .xlsx format)

Annexure X

Format of Bank Guarantee for Application Security

(To be stamped in accordance with the relevant Stamp Act)

Bank Guarantee

Bank Guarantee. No.:

Date:

To
The [●],
Ministry of Coal
Room No. 4605, Zone 5, 4th Floor,
GPOA-3, New Delhi 110023

1) In consideration of the Ministry of Coal (**"MoC"** which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Application submitted by [name of Applicant], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as the **"Applicant"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns), for [name of Project] involving setting up of a surface coal/lignite gasification Project at [location of Project], with a production capacity of [●] MTPA of [●] (name of downstream Products), utilising [●] MTPA of coal/lignite corresponding to an output of [●] Nm^3/hr of Raw Syngas and [●] Nm^3/hr of Clean Syngas, with an estimated Project Cost of ₹ [●] (Rupees [●] only), including Cost of Plant and Machinery ("Cost of P&M") amounting to ₹ [●] (Rupees [●] only), and seeking Financial Incentive amounting to ₹ [●] (Rupees [●] only), pursuant to the Request for Proposal ("RFP") dated [insert date] issued under the "Scheme for Promotion of Surface Coal/Lignite Gasification Projects", we, [Name of the Bank], having our registered office at [●] and one of our branches at [●] (hereinafter referred to as the **"Bank"**), at the request of the Applicant, 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 Applicant and unconditionally and irrevocably undertake to pay forthwith to the MoC an amount of ₹ 50,00,000.00 (Indian Rupees Fifty Lakhs only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant 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 the MoC stating that the Applicant 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.

3) 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 Applicant or any other person and irrespective of whether the claim of the Moc is disputed by the Applicant or not, merely on the first demand from the MoC stating that the amount claimed is due to the MoC by reason of failure of the Applicant 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 ₹ 50,00,000 (Indian Rupees Fifty Lakhs only).

4) 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 the MoC and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5) We, the Bank, further agree that the MoC shall be the sole judge to decide as to whether the Applicant 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 Applicant to keep its Application open during the Application validity period set forth in the said RFP, and the decision of the MoC that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the MoC and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6) The Guarantee shall not be affected by any change in the constitution, winding up, liquidation, or dissolution of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.

7) In order to give full effect to this Guarantee, the MoC shall be entitled to treat the Bank as the principal debtor. The MoC 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 Applications or the Application validity period or the period for conveying the Selected Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the MoC, and the Bank shall not be released from its liability under these presents by any exercise by the MoC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the MoC or any indulgence by the MoC to the said Applicant or by any change in the constitution of the MoC 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.

8) 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.

9) 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 authorised to receive the said notice of claim.

10) It shall not be necessary for the MoC to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the MoC may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the MoC in writing.

12) 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 XI

Key Project Aspects/ Terms of the Project

Please refer below to the key terms in relation to the development of the Project.

Sl. No.	Heads	Description
1.	**Project Modification**	a) Any modification in the Project resulting in change of the parameters specified in Clause 1.4.3 shall require prior written approval of the MoC. b) In the event of any request for modification to the Project, the MoC will re-compute the Applicant Score. Based on such re-computation, the MoC may proportionately reduce the Financial Incentive having regard to the impact of such modification on the Applicant Score. c) The Ministry may permit such modification only if: (i) the Project continues to satisfy all Eligibility Parameters; (ii) the Applicant Score, after giving effect to such modification, does not fall below the minimum Applicant Score achieved amongst all Applicants in that round; (iii) such modification does not result in any increase in the Financial Incentive earmarked for the Project or in the Financial Incentive earmarked for any Product beyond that admissible under the Scheme and this RFP; and (iv) such approval shall be subject to Clause 1.2.3. d) Subsequent upon approval or rejection of the request, the Project Developer may decide on continuance of the Project.
2.	**Revision in Financial Incentive**	a) The earmarked Financial Incentive shall constitute the maximum Financial Incentive admissible for the Project. However, the earmarked Financial Incentive may be reduced where the actual Cost of Plant and Machinery is lower than that considered at the time of selection. b) No upward revision in earmarked Financial Incentive shall be permitted under any circumstances.

3.	**Security Provisions**	a) Subject to Applicable Laws, the Project Developer shall be entitled to create security by way of assignment of its rights under the Project Agreement for the purposes of financing the Project and such security creation shall not require prior approval by the MoC. b) The Project Developer shall keep the MoC informed about: (i) any default in its obligation under any arrangement with any lender(s); and (ii) any action initiated by the lender(s) regarding enforcement of security. c) The lead secured creditor (in case of consortium lending) or the secured creditor with the highest exposure (in case of multiple banking arrangements) shall be entitled to seek, subject to prior approval of the MoC, substitution of the Project Developer by issuing a written notice (the **"Substitution Notice"**) to the MoC. d) The Substitution Notice shall contain complete particulars of the proposed transferee (the **"Selectee"**), particulars/ evidence of compliance by the Selectee with all the Eligibility Parameters, particulars of the debt due and such other information as may be required by the MoC for considering the proposed substitution.
4.	**Disbursement of Financial Incentive under the Scheme**	a) The claim towards Financial Incentive shall be accompanied by such declarations, certificates, invoices, payment records and other supporting documents as may be specified in the Project Agreement or required by the MoC. b) Every claim shall be supported by bank-certified statements of the Escrow Account or such other designated Project Account through which payments towards the eligible Cost of Plant and Machinery have been made. c) For verification of any claim, the MoC may conduct site inspections, inspect the Project and its records, verify the installed Plant and Machinery, and require the Project Developer to furnish such additional information, documents or certifications as may be considered necessary. d) Where any Plant and Machinery is not directly procured by the Project Developer and/or a part of the Project is implemented through a third party or under any contractual arrangement

		(e.g. Build-Own-Operate, Engineering-Procurement-Construction), the Cost of Plant and Machinery created under such arrangement shall remain eligible for computation of Financial Incentive, subject to the provisions of the Scheme, this RFP and the following: (i) where the cost of such Plant and Machinery is separately disclosed or certified by the Project Developer and the relevant third party, such cost may be considered upon certification by the Statutory Auditor and such verification as may be prescribed by the MoC; (ii) the Project Developer shall remain solely responsible for furnishing all such agreements, invoices, documents, information and certifications necessary to establish the nature, scope and eligible Cost of Plant and Machinery; and (iii) the Financial Incentive attributable to such eligible Cost of Plant and Machinery shall be disbursed only to the Project Developer in accordance with the Scheme, this RFP and the Project Agreement. e) The MoC may withhold, defer or reject any claim for disbursement, in whole or in part, where the claim is incomplete, unsupported by the requisite documents, or otherwise found to be inconsistent with the Scheme, this RFP or the Project Agreement.

Annexure XII

Format of Corporate Guarantee *(as applicable)*

This Deed of Corporate Guarantee is made on this [*insert date*] day of [*insert month*], 20[●] (hereinafter referred to as the "**Guarantee**") at [*insert place*] by:

[*Insert name of the guarantor entity*], a company incorporated under the Companies Act, 2013 and having its registered office at [*insert address*] bearing CIN [*insert company identification number*] (hereinafter referred to as the "**Guarantor**") of ONE PART;

[*Insert name of the Applicant entity*], a company incorporated under the Companies Act, 2013 and having its registered office at [*insert address*] bearing CIN [*insert company identification number*] (hereinafter referred to as the "**Applicant**") of SECOND PART;

IN FAVOUR OF

The President of India, acting through the Ministry of Coal (hereinafter referred to as the "**MoC**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the THIRD PART.

WHEREAS,

A. The MoC had invited Applications to vide its Request for Proposal dated [●] issued under the Scheme for Promotion of Surface Coal/Lignite Gasification Projects (the "**RFP**").

B. Under the RFP, an Applicant relying upon the Net Worth of its Promoter(s) for satisfying the Eligibility Parameters is required to furnish a corporate guarantee from such Promoter in favour of the MoC.

C. The Applicant has relied upon the Net Worth of the Guarantor for satisfying the Eligibility Parameters under the RFP and is therefore required to furnish this Guarantee as part of its Application.

D. Accordingly, the Guarantor has agreed to execute this unconditional, irrevocable and continuing Guarantee in favour of the MoC to secure the due performance by the Applicant and, where applicable, the SPV of their respective obligations under the RFP and, upon the Applicant being selected pursuant to the issuance of the Letter of Award (LOA), to ensure the execution of the Project Agreement and compliance with the terms and conditions of the LOA, the Project Agreement and all other documents executed pursuant thereto.

NOW THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. Subject to and pursuant to the issuance of the LOA to the Selected Applicant and execution of the Project Agreement, the Guarantor, hereby irrevocable, absolutely and unconditionally guarantees the performance by the Applicant of its obligations under the LOA and the Project Agreement and also guarantees and undertakes that with effect from the Effective Date of the

Project Agreement and till the expiry of the Term thereof, in the event the Applicant fails to pay any amount due in respect of the obligations in terms of the Project Agreement, the Guarantor shall, immediately and in no event later than five (5) days from the receipt of demand in writing by the MoC, pay to the MoC, without delay, demur or protest, all amounts constituting the obligations payable by the Applicant to the MoC under and in accordance with the Project Agreement.

2. The Guarantor further confirms and agrees that its obligations under this Guarantee shall constitute a 'financial debt' (as defined under the Insolvency and Bankruptcy Code, 2016, as amended from time to time). The Guarantor further acknowledges and confirms that any breach or default on part of the Guarantor of its obligations under this Guarantee shall be deemed to be a Termination Event under the Project Agreement and the Applicant and/or SPV and the Guarantor shall be jointly and severally liable for the same.

3. The Guarantor further agrees and undertakes to indemnify the MoC against all costs and expenses (including legal fees) which the MoC may pay or incur in collecting any amount payable by the Applicant/SPV and/ or the Guarantor under this Guarantee.

4. The Guarantor hereby confirms that it has received a copy of the RFP and has read and understood the same and the terms of the Project Agreement, and the Applicant and/ or the Guarantor are not entitled to seek any deviation, modification, or amendment thereof.

5. The Guarantor acknowledges and confirms that the net worth of the Guarantor has been relied upon by the Applicant and the MoC has placed reliance on the same for the purposes of evaluation of the Application in terms of the RFP. The Guarantor acknowledges and confirms that this Guarantee forms an integral part of the Application submitted by the Applicant with the MoC pursuant to the RFP and shall be read along with the RFP and the Project Agreement.

6. This Guarantee shall constitute a continuing guarantee and shall remain in full force and effect until all obligations of the Applicant and/or the SPV under the RFP, the Project Agreement and all documents executed pursuant thereto have been fully performed and discharged to the satisfaction of the MoC, unless earlier released by the MoC in writing.

7. The Guarantor hereby expressly represents and warrants as follows:

   (a) The Guarantor is a company duly incorporated and validly existing under the laws of India and has the necessary corporate approvals and authority in full force and effect to enter into and deliver and to perform its obligations under this Guarantee;
   (b) This Guarantee has been duly executed and constitutes valid and legally binding obligations enforceable in accordance with the terms hereof; and
   (c) Neither the execution and delivery by it of this Guarantee nor the performance by it of the obligations under this Guarantee conflicts or shall conflict with or result in any breach of any of the terms, conditions or provisions of, or violate or constitute a default or require any consent under its constitutional documents and/ or any conflict with, result in breach

of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in favour of any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the Guarantor is a party or by which it is bound or to which its assets are subject, or violate, conflict with or constitute a default under any applicable law that the Guarantor is subject to.

8. The liability of the Guarantor under this Guarantee shall not be discharged, impaired or affected by:
   (a) any amendment, modification or variation of the RFP, the Project Agreement or any related document;
   (b) any extension of time granted by the Authority;
   (c) incorporation of the SPV or any change in its constitution or shareholding, to the extent permitted under the RFP;
   (d) any forbearance, waiver or indulgence granted by the Authority.

9. No amendment of this Guarantee shall be valid unless it is in writing and signed by or on behalf of each of the Guarantor, Applicant and the MoC. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Guarantee, nor shall it affect any rights, obligations or liabilities under or pursuant to this Guarantee which have already accrued up to the date of amendment, and the rights of the MoC under or pursuant to this Guarantee shall remain in full force and effect, except and only to the extent that they are so amended.

10. The capitalized terms and expressions, unless defined under this Guarantee, shall have the meaning as respectively ascribed to it under the RFP and/or the Project Agreement.

11. This Guarantee and all matters related thereto shall be governed by the Applicable Laws of India and all disputes arising out of this Guarantee shall be subject to the exclusive jurisdiction of the courts at Delhi, India.

IN WITNESS WHEREOF, the Guarantor and the Applicant have caused their authorised signatories to execute this Deed of Guarantee on the date, month and year first written in this Guarantee above:

SIGNED AND DELIVERED BY [*insert Guarantor entity's name*] by the hand of [*insert name of the authorised signatory of the Guarantor entity] pursuant to the resolution of its board of directors passed in this behalf on [insert board meeting date]*

[stamp]

Signature:
Name:

Designation:
Address:

Witness:

[signature]
Name:
Address:

SIGNED AND DELIVERED BY [*insert Applicant's name*] by the hand of [*insert name of the authorised signatory of the Applicant] pursuant to the resolution of its board of directors passed in this behalf on [insert board meeting date]*

[stamp]

Signature:
Name:
Designation:
Address:

Witness:

[signature]
Name:
Address:

Appendix A – Evaluation Framework

Sl. No.	Parameter	Max Score	Criteria	Score
1.	**Viability Amount Score**	30	Lowest of Financial Incentive as percentage of cost of plant and machinery (P&M), amongst all bidders ÷ proposed Financial Incentive as percentage of cost of P&M by the bidder × 30	30
2.	**Plant Capacity**	20	**A. Clean Syngas: (10)**	
			More than 60,000 NM3/hr but less than/equals to 1,00,000 NM3/hr	2
			More than 1,00,000 NM3/hr but less than/equals to 2,00,000 NM3/hr	4
			More than 2,00,000 NM3/hr but less than/equals to 3,00,000 NM3/hr	6
			More than 3,00,000 NM3/hr but less than/equals to 4,00,000 NM3/hr	8
			More than 4,00,000 NM3/hr	10
			B. Raw Syngas: (10)	
			More than 60,000 NM3/hr but less than/equals to 1,00,000 NM3/hr	2
			More than 1,00,000 NM3/hr but less than/equals to 2,00,000 NM3/hr	4
			More than 2,00,000 NM3/hr but less than/equals to 3,00,000 NM3/hr	6
			More than 3,00,000 NM3/hr but less than/equals to 4,00,000 NM3/hr	8
			More than 4,00,000 NM3/hr	10
3.	**Project Cost per MT of Coal**	20	>₹5,000 crore/ MT of coal utilised for project	0
			>₹4,000 and <=₹5,000 crore/ MT of coal utilised for project	5
			>₹3,500 and <=₹4,000 crore/ MT of coal utilised for project	10
			>₹3,000 and <=₹3,500 crore/ MT of coal utilised for project	15
			<=₹3,000 crore/ MT of coal utilised for project	20

Sl. No.	Parameter	Max Score	Criteria	Score
4.	**Technology Tie-up**	10	No technology tie-up	0
			Firm agreement with technology provider for gasification technology	5
			Use of indigenous technology or acquisition of international technology, supported by a firm tie-up	10
5.	**Financial Strength /Capability**	20	Net worth more than 20% of Project Cost (on pro rata basis)	20
	Total Score	**100**		

Illustration 3: For Calculation of Viability Amount Score

Applicant	*Financial Incentive as percentage of cost of P&M (A)*	*Lowest of Financial Incentive as percentage of cost of P&M amongst all Applicants (B)*	*C= B/A*	*Viability amount score (D=C×30)*
Applicant 1	*20%*	*12%*	*0.60*	*18*
Applicant 2	*15%*		*0.80*	*24*
Applicant 3	*18%*		*0.67*	*20*
Applicant 4	*12%*		*1.00*	*30*

Illustration 4: For Calculation of Financial Strength/Capability Score

Project Cost	*₹ 10,000 Crore*
Net worth of Applicant	*₹ 7,600 Crore*
Net worth as % of Project Cost (A)	*76%*
Minimum Net worth Requirement (B)	*20%*
Excess Net Worth above Minimum Requirement (A – B)	*56%*

Accordingly, the score for Financial Strength/Capability shall be calculated as follows:

$$\textit{Financial Strength/Capability Score} = \frac{(A-B)\times 20}{80} = \frac{56\times 20}{80} = 14$$

Therefore, the Applicant shall receive a score of 14 marks under the Financial Strength/ Capability component.

Appendix B – Contents for PFR/DPR

The Pre-Feasibility Report (PFR) or Detailed Project Report (DPR) submitted as a part of the Application under this RFP shall include, inter alia, the following information:

1. Background and Applicant Profile
2. Project Details (location, connectivity, facilities, and description)
3. Plant Capacity and details of the Product
4. Technology Details
5. Process Description, including the quantity of Raw Syngas and Clean Syngas
6. Syngas Composition, including Calorific Value
7. Quantum of Coal required for the Project
8. Project Implementation Plan
9. Cost of Plant & Machinery and its breakup
10. Cost of Production of the Product
11. Market Analysis
12. Project Financials
13. Financial and Sensitivity Analysis
14. Risks and Proposed Mitigation Measures
15. Recommendations and Drawings, including Plant Layout

Appendix C – Methodology for Computation of Net Worth

B.1 Net Worth Computation

The Net Worth of the Applicant shall be determined in accordance with the following:

Sl. No.	Type of Applicant	Net Worth Calculation
1.	Company	Net worth shall be computed on a standalone basis.
2.	Joint Venture Company	Consolidated net worth of the promoter companies shall be considered, in proportion to their shareholding, subject to submission of Corporate Guarantee(s) as per Annexure XII, by such promoter companies for the Project.
3.	Unincorporated consortium or unincorporated joint venture of Companies	Net worth of the consortium/JV members shall be considered in proportion to their proposed shareholding in the Project.

B.2 Net worth Determination:

Net worth shall be computed in accordance with clause **(**57**)** of Section 2 of the Companies Act,2013, based on the latest audited financial statements.

B.3 General Conditions for the Purpose of this RFP:

(a) Net worth shall be considered on a standalone basis, except where expressly permitted under Clause B.1 above.

(b) Net worth shall be adjusted to account for commitments made towards other Projects under this Scheme, to avoid double counting of financial strength/capability.

(c) The MoC reserves the right to seek additional documents, or clarifications for verification of net worth.