

**EOI for Escrow Account – Baitarni West &  
Lakhpat Punrajpar Project**

## **Expression of Interest for selection of bank to open an ESCROW account**

### **EOI NO1/GMDC/Escrow/2025-26**

#### ⇒ **Introduction**

Gujarat Mineral Development Corporation Ltd. (GMDC), a distinguished Government of Gujarat enterprise, has been at the forefront of the mining industry for over sixty years. As a pioneering force, GMDC plays a crucial role in meeting the mineral and solid fuel requirements of industries within Gujarat.

GMDC today is India's largest merchant seller of lignite with its operating Lignite mines at Mata No Madh and Umarsar in Kutch, Rajpari in Bharuch district, Tadkeshwar in Surat district and Surkha (N) in Bhavnagar district of Gujarat.

GMDC's extensive operations cover several key districts, including Kutch, Jamnagar, Bhavnagar, Chhota Udepur, Baroda, Surat, and Banaskantha. GMDC is actively engaged in the extraction of a diverse range of minerals, including Lignite, Bauxite, Fluorspar, Ball Clay, Silica Sand, and Manganese.

In addition to its mining activities, GMDC has made significant strides in energy production. The corporation operates a 250 MW lignite-based thermal power station in Nanichher, Kutch, a 200.9 MW wind power facility distributed across multiple sites such as Maliya, Jodiya, Gorsar, Bada, Varvala, Bhanvad, and Rojmal, and a 5 MW solar power plant at the Panandhro Project. Through these initiatives, GMDC continues to contribute to sustainable energy solutions while reinforcing its leadership in the mining sector.

As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite-based projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining projects and exploring new opportunities in metal mining sector in India. A number of other projects are in the pipeline based on identified thrust areas. The company is planning to significantly expand its annual lignite production from about 8 mtpa to 15-18 mtpa in the next few years by opening and operationalizing new lignite mines in Gujarat (in both the Kutch region and in south Gujarat). Further, leveraging its capabilities in lignite, it has participated in auctions of commercial blocks of coal conducted by the Ministry of Mines, Government of India. GMDC won the bids for Burapahar block, the Baitarani West coal block and more recently at Kudanali Lubri block, (all blocks in the state of Odisha in India).

#### ⇒ **Baitrani & Lakhpat Punrajpur Escrow**

Through this EOI, GMDC is required to open an ESCROW account for Baitrani West Coal and Lakhpat Punrajpur mine in order to fulfill the obligation as mentioned in mine closure guidelines issued by the Ministry of Coal through Office Memorandum Dtd. 31.01.2025 (Link <https://coal.nic.in/sites/default/files/2025-01/31-01-2025a-act.pdf>) . GMDC is required to deposit total amount of ₹ 464 crore approx. for Baitrani West coal Block and ₹ 1229 crore for Lakhpat Punrajpur Mines as per approved mine closure plan by Ministry of Coal, as details here under.

(₹ in Crore)

Year	Amount to be deposited - Baitrani West Coal block	Amount to be deposited - Lakhpat Punrajpur	Year	Amount to be deposited - Baitrani West Coal block	Amount to be deposited - Lakhpat Punrajpur
1	4.57	10.78	21	12.13	28.60
2	4.80	11.32	22	12.73	30.03
3	5.04	11.88	23	13.37	31.53
4	5.29	12.48	24	14.04	33.11
5	5.56	13.10	25	14.74	34.76
6	5.83	13.76	26	15.48	36.50
7	6.13	14.44	27	16.25	38.33
8	6.43	15.17	28	17.06	40.24
9	6.75	15.93	29	17.92	42.26
10	7.09	16.72	30	18.81	44.37
11	7.45	17.56	31	19.75	46.59
12	7.82	18.44	32	20.74	48.92
13	8.21	19.36	33	21.78	51.36
14	8.62	20.33	34	22.87	53.93
15	9.05	21.34	35	24.01	56.63
16	9.50	22.41	36	25.21	59.46
17	9.98	23.53	37	26.47	62.43
18	10.48	24.71	38		65.55
19	11.00	25.94	39		68.83
20	11.55	27.24	<b>Total</b>	<b>464.51</b>	<b>1229.83</b>

At present we are required to deposit an amount of ₹ 4.57 crore for Baitrani West Coal mine and ₹ 10.78 crore for Lakhpat Punrajpur mines for the FY 2025-26. We are enclosing copy of draft agreement as per Annexure A which is self explanatory and amount can be withdrawn as per clause no IV (2) of draft escrow agreement. A tripartite agreement will be signed between GMDC (as mine owner), coal controller and the selected bank. Bankers are advised to go through notification as mentioned above and draft escrow agreement. The Escrow account will be opened on following terms and conditions:

1. ESCROW account will be opened with zero balance in the nature of current account for the period of 37 years & 39 years (approx) for Baitrani West Coal mine and Lakhpat Punrajpur mines respectively and the same will be linked with fixed deposits.
2. Amount shown in the above mentioned table shall be deposited yearly, first year amount of FY 2025-26 will be deposited after selection of bank and same will be invested / deposited for the period of 5 years with Premature withdrawal allowed and without auto renewal facility. However amount to be deposited may vary as per directions of Coal controller. Amount in subsequent years will be deposited for a particular period as specified by GMDC.
3. The amount so deposited in ESCROW account should be transferred to a fixed deposit account for the period specified by GMDC/Coal Controller and the fixed deposit will be credited to escrow account on maturity and then after new FD will be placed as per agreed terms and conditions.
4. GMDC can withdraw the amount as per the directions of coal controller and Fixed deposit will be encashed and interest will be paid as per applicable rate of bank for that period from the date of deposit.
5. Amount available in ESCROW account shall be transferred to FD account immediately.

6. All Nationalised banks and following private sector banks mentioned in GR. No. : FD/.IVI SM/e -file / 4 1202 4/2 859/D. M. O. Date: 01/05/2025 of Government of Gujarat are eligible for submission of proposal:

<b>Name of Bank</b>	<b>Name of Bank</b>
Axis Bank	ICICI Bank
AU Small Finance Bank	IDBI Bank
Barclays Bank	IDFC First Bank
Bandhan Bank	Jammu and Kashmir Bank
City Union Bank	Jana Small Finance Bank
CSB Bank	Karnataka Bank
DBS Bank India Limited	Karur Vysya Bank
DCB Bank	Kotak Mahindra Bank
Equitas Small Finance Bank	Sounth Indian Bank
ESAF Small Finance Bank	Standard Chartered Bank
FEDRAL Bank	Tamilnadu Mercantile Bank
HDFC Bank	Utkarsh Small Finance Bank
HSBC Bank	Yes Bank

Further, in the event that any new circular is issued by the Government of Gujarat (GoG) after the date of publication of the EOI and prior to the last date for submission of the technical bid, such circular shall prevail over the above-mentioned circular.

Banks should fulfil the minimum requirements as mentioned in point no 7 for being technically qualified for inviting commercial offer.

Offers submitted by other banks will be out rightly rejected.

7. For technical qualification, the banks mentioned at Sr. No 6 must meet all the following minimum qualifying criterial :

<b>Sr No</b>	<b>Particulars</b>	<b>Benchmark</b>
1	Net Worth	>₹ 50000 Crore as on March 31, 2025
2	Capital Adequacy Ratio	=>9% as per BASEL III as on March 31, 2025
3	Deposit base	> ₹ 1,00,000 Crores as March 31, 2025
4	CET-1 Ratio	=>10% as of March 31,2025
5	Profitability	Net Profit during last consecutive five years as on March 31, 2025. In case of net loss in any year on or after FY 2020-21 the, said bank will not be considered as technically qualified
6	Credit rating of Bank	AA+ or AAA

If any bank does not fulfil the above mentioned requirement then commercial offer will not be invited from that bank. Banks are requested to submit the abovementioned details in the prescribed format at Annexure B duly certified by official of the bank/ Chartered Accountant's firm.

**Submission of Technical Bid:**

The interested banks are requested to send their duly signed proposal in the prescribed format at Annexure -B in a sealed envelope superscribed with the above EOI No., due date, name and address of the bank. The EOI should be addressed to General Manager (Accounts) & CFO and may be submitted to GMDC Office, Registry Section, at Khanij Bhavan, Ahmedabad by 09<sup>th</sup> February, 2026 upto 15.00 p.m. GMDC reserves the right to accept or reject any EOI in part or full without assigning any reason whatsoever.

**8. Submission of Commercial offer:**

Evaluation of the technical bid would be done by GMDC. Online commercial bid will be invited from technically qualified banks only. Technically qualified banks shall be informed the details about submission of commercial offers. Hence banks are required to give their complete contact details. In commercial offer banks are required to quote the rate for a particular day as per requirement of GMDC after obtaining approval of their competent authority. GMDC will transfer the funds immediately and bank will open an escrow account before signing the escrow agreement and FD will be made as mentioned in point no 2.

Commercial offer of technically qualified should be submitted on-line before the stipulated time.

**Note :-Commercial bid for Lakhpat Punrajpar project will be open first under this EOI and selected bank shall be automatically ineligible for selection for Baitrani West coal project**

**General Instruction for Bidders: -**

The bid has to be submitted along with all details and documents as required in the prescribed format.

- A. Technical Bid shall be submitted physically whereas Commercial Bid shall be submitted online through <https://gmdctender.nprocure.com>. The Bids for which the Commercial Bid is submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid. Bid delivered after Bid Due Date will be rejected.
- B. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below:

Commercial bid should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

n Code Solutions (A Division of GNFC Ltd. )

403, GNFC Info tower,

Bodakdev, Ahmedabad - 380054. I

ndia Sales : 079- 4000 7323 Support : 079- 4000 7300

Email : [nprocure@ncode.in](mailto:nprocure@ncode.in)

For registration at nprocure website please download the registration procedure manual available from following link.

[https://gmdctender.nprocure.com/resources/files/Registration\\_Portal\\_Payment.pdf](https://gmdctender.nprocure.com/resources/files/Registration_Portal_Payment.pdf)  
Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.

- C. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.  
(n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (N) Code solutions are fully authorized to issue digital signature certificate to contractors.
- D. All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.  
Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).  
All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address.
- E. Modification and Withdrawal of Bid :
- a) Bidder shall not be able to modify any part of its Bid after the Bid Due Date & time. The Bidder may online modify, substitute or withdraw its financial bid after submission, prior to the Bid Due Date & time.
  - b) Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.
9. GMDC has right to take any clarification from any bank before finalizing the bank.
10. Documents submitted by the banks will not be returned in any circumstances.
11. A copy of draft agreement is placed at Annexure- A and selected bank will be required to sign tripartite agreement as per requirement of Coal Controller of India at Delhi and bank will depute an authorized officer for signing the escrow agreement and other documents as per requirement of Coal Controller, Govt of India. It may also be mentioned that as per policy of Coal Controller Organization, original agreement will be kept by them only and only copies of executed agreement will be provided.
12. The signing of the Memorandum of understanding as per Annexure-C would be a precondition before opening an ESCROW account with the bank.
13. GMDC Ltd may issue clarifications/amendments in the form of addendum/corrigendum. Banks shall take such addendum and corrigendum into consideration while submitting their proposal. Banks are requested to visit GMDC's website from time to time for any corrigendum/addendum.
14. Any dispute between the Bank and GMDC shall be within the jurisdiction of the Civil Court Ahmedabad only.

If you require any further information, kindly get in touch with Ms. Kinjal Pitroda, Manager (F & A), contact no 7069038838

**Annexure A**

**STAMP OF Rs. 100/-**

**ESCROW ACCOUNT AGREEMENT FOR COAL/LIGNITE MINE VESTED/ALLOTTED AS PER THE COAL MINES (SPECIAL PROVISIONS) ACT, 2015 / MINES AND MINERALS (DEVELOPMENT AND REGULATION) ACT, 1957 / ANY OTHER APPLICABLE ACT.**

This agreement is being executed amongst \_\_\_\_\_ (Coal/Lignite Mining Company) vested/allotted vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ of Nominated Authority, for its \_\_\_\_\_ (Name of Coal/Lignite Block/Mine) with Coal Controller's Organization & Bank.

This Escrow Account Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 20... at ..... amongst

1) \_\_\_\_\_ (a company registered under the Indian Companies Act, 1956 / Indian Companies Act, 2013) having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_, hereinafter called a "mining company or lessee or mine owner" which expression shall unless repugnant to the subject or context thereof includes, its successors and permitted assigns. Duly authorized person is Sri \_\_\_\_\_, Designation \_\_\_\_\_ and Board Resolution No./ Authorization No. is \_\_\_\_\_.

AND

2) The President of India acting through Coal Controller Organization, Government of India, Ministry of Coal having its office at Scope Minar, 5<sup>th</sup> Floor (Core-I) Laxmi Nagar, Delhi -110092 hereinafter called the Coal Controller Organization which expression shall unless repugnant to the subject or context thereof include its, successors and permitted assigns.

AND

3) \_\_\_\_\_, a Scheduled bank having its H.O. at \_\_\_\_\_ & Branch Office at \_\_\_\_\_, hereinafter called the "Escrow Agent" which expression shall, unless repugnant to the subject or context thereof include its, successors and assigns. . Duly authorized person is Sri \_\_\_\_\_, Designation \_\_\_\_\_ and authorization No. is \_\_\_\_\_.

Each of the parties mentioned hereinabove, hereinafter collectively referred to as parties and individually as party.

**I. Whereas:**

- a) As per Office Memorandum No. 34011/28/2019-CPAM [E-343762] dated 31<sup>st</sup> January 2025, the guidelines for preparation of Mining Plan and Mine Closure Plan has been amended. It has been decided by the Government that all coal (including lignite) mining operations in India shall henceforth be governed as per modified guidelines.
- b) The Mining Company/ Mine Owner as a part of Financial Assurance will open a Fixed Deposit Escrow Account with any Scheduled Bank and Coal Controller Organization (on behalf of the Central Government) as the exclusive beneficiary, prior to commencement of any activities on the land/project area of the mine and shall submit the same to Coal Controller Organization (CCO) before the permission is given for opening the mine. The mining company/owners including all public sector undertakings shall deposit the yearly amount in a scheduled bank, If the mine owners fail to deposit the required annual amount in accordance with Para 3.5.1, 3.5.2 and 3.5.3 of the OM dated 31.01.2025, the Government may withdraw the mining permission
- c) Parties now have agreed to establish an Escrow Account/Arrangements and engage an Escrow Agent to act in connection with the said deposits and withdrawal in the said Escrow account on the terms and conditions contained herein. Whereas \_\_\_\_\_ Company, (the Mining Company) has approached \_\_\_\_\_, a scheduled Bank under Schedule II of the RBI Act, 1934 for opening such Escrow Accounts and \_\_\_\_\_ has agreed for the same.

**NOW, IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:**

**II. Appointment of Escrow Agent:**

- a) The parties (Other than the Escrow Agent) hereby appoint \_\_\_\_\_, as Escrow Agent to act subject to and in accordance with the terms and conditions set out in this agreement.
- b) In its performance of its duties under this agreement, the Escrow Agent shall be entitled to rely upon any documents, instruments, or signature believed by it in good faith to be genuine & signed by an authorized signatory of any parties hereto and shall not be required to investigate the truth or accuracy of any statement contained in such document or instrument. The Escrow Agent may assume that any person purporting to give any notice in accordance with the provision hereof has been duly authorized to do so.
- c) The party shall jointly and severally indemnify & hold harmless the Escrow Agent from and against all claims, actions, demands, liabilities, proceedings or judgments which the Escrow Agent may incur or suffer or may be brought against Escrow Agent and from and against all losses, costs, charges, liabilities, and expenses reasonably incurred in connection with the performance by the Escrow Agent of its duties under or in connection with this agreement save where there is gross negligence or willful misconduct or willful disregard of the terms of this agreement and the part of the Escrow Agent.
- d) The Escrow Agent will act in terms of the agreement, only if sufficient funds are available in the escrow account for discharging its obligation as Escrow Agent.

**III. Establishment of Escrow Account**

- a) The Mining Company shall open an Escrow Account (Fixed Deposit) with \_\_\_\_\_(Bank name) under the title "Mine-Closure Escrow A/c No. \_\_\_\_\_", the Coal Controller's Organization being the exclusive beneficiary. The Coal Controller will have the authority to write to the Bank to freeze operation in the

said Escrow A/c without the concurrence of the mining company & the said decision of the Coal Controller will be binding on the mining company and mining company cannot have any objection on the same.

- b) The opening, operation of Escrow Account, deposit and withdrawal of money from the said account shall be in accordance with this agreement.
- c) The parties agree (other than the Escrow Agent) that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Agent and shall be in trust for the parties.
- d) The Escrow Account will be operated as per direction of Coal Controller by the authorized signatories of the Company.
- e) For any avoidance of the doubts, it is made clear that all money held by the Escrow Agent/Designated Bank shall not be considered as part of the personal assets of the Escrow Agent/Designated Bank.
- f) In the event of any deviation in the withdrawals, the parties shall communicate the same in writing to the Escrow Agent.
- g) Interest will be paid as per the terms and conditions of the scheduled bank.
- h) Income Tax: Tax will be deducted at source as per Income Tax Act. The Mining Company shall not charge the funds kept in the term deposits in escrow accounts by way of assignment / lien / hypothecation to secure any loan/advance/credit facilities taken / to be taken by the mining Company.

#### **IV. Operation of Escrow Account.**

##### **1. Deposit**

- a. *The Escrow Account shall continue as a fixed deposit account subject to withdrawal of money from the said account in accordance with this agreement.*
- b. The \_\_\_\_\_ (Mining Company) shall cause deposit in such "Escrow Account" in the following manner on yearly basis as per approved Mining Plan/Mine Closure Plan or would be communicated by the Coal Controller from time to time to it.
- c. The payment shall be made by RTGS/NEFT/DEMAND DRAFT/PAY ORDER.
- d. Rs. Fourteen lakh per hectare of the total project area in case of OC mines at current price level (May, 2024) subject to modification based on the wholesale price Index (WPI) as notified by the Government of India from time to time. However, in no case the rate shall be less than Rs. Fourteen lakh per Hectare.
- e. Rs. Two lakh per hectare for UG project area, at current price level (May, 2024) subject to modification based on the wholesale price Index as notified by the Government of India from time to time. However, in no case the rate shall be less than Rs. Two Lakh per Hectare.
- f. The Annual escrow amount is to be computed on the total Project Area over and above the aforesaid rate per hectare and dividing the same by the entire production life of the mine in years for new projects, and annual cost as arrived is

- to be deposited each year by the said company (\_\_\_\_\_, the mining company) throughout the life of the mine compounded at the rate of 5% annually.
- g. In case of mine, where an escrow account is already opened, the annual closure cost is to be computed considering the total project area over and above the aforesaid rates minus the balance amount already deposited and dividing the same by the balance production life of the mine in years, and annual cost as arrived is to be deposited each year by the said company (\_\_\_\_\_, the mining company) throughout the life of the mine compounded at the rate of 5% annually.
  - h. An amount equal to the annual cost is to be deposited each year throughout the life of the mine compounded at the rate of 5% annually.
  - i. The mine owner is required to deposit the said amount for each financial year by 30th September of the respective year, failing which an interest @1 percent/month will be charged on the amount to be deposited for that respective year.
  - j. The rate for deposition towards escrow account may be revised at every 5 years by Ministry of Coal.
  - k. If the Mine owners fail to deposit the annual amount required to be deposited, the Government may withdraw the mining permission.
  - l. It is to be clearly understood that the fund so generated are towards the security to cover the cost of closure in case the mine owner fails to complete the relevant closure activities. The prime responsibility of mine closure shall always lie with the mine owner, and in case the funds so generated are found to be insufficient to cover the cost of final mine closure, the mine owner shall undertake to provide the additional fund equivalent to the gap in funding before five years of Mine Closure failing which it may be recovered by such other methods as the competent authority may deem fit in this regard.
  - m. In case of deviation of mine closure activities from the approved mine closure plan, CCO may charge up to 20% of the annual amount to be deposited in the escrow account as penalty.
  - n. In case of surrender of coal mine after partial extraction, the Mine owner shall be required to temporarily close the mine by preparing a Temporary Mine Closure Plan through CMPDIL. The mine owner is further required to deposit Bank Guarantee equivalent to 150 percent of the balance amount to be kept towards closure in Escrow account. The mine owner shall also assume the role of custodian of the mine until the mine is reallocated to a new entity or for a period of five (5) years, whichever is earlier. If the mine is not allocated/auctioned within the said five (5) year's period, final closure of the mine is to be completed by forfeiting the Bank Guarantee through an agency, modalities of which, will be governed by applicable laws prevailing at that time. In case of successful allocation/auction within the five (5) year's period, the Bank Guarantee shall be returned to the Mine owner after one year from the date of allocation/auction. If Mine owner is failed to deposit the Bank Guarantee, a legal action can be taken against it. Further, it will be debarred to participate in any future auction.
  - o. If the Coal Controller determines that additional funds are required for mine closure, the mine owner is obligated to deposit the additional amount.

## **2. Withdrawal.**

Withdrawal/transfer from Escrow Account shall be in accordance with the waterfall mentioned herein below:

- a. To allow mine owners by way of reimbursement up to 50% of the total deposited amount in the previous year excluding interest accrued in the ESCROW account, based on work done towards mine closure, after every year. The amount released should be equal to the expenditure incurred on the progressive mine closure in the past financial year or 50% of deposited amount, whichever is less.
- b. To allow mine owners by way of reimbursement upto 50% of the remaining amount including interest for the progressive closure period in the previous five years as per Clause 3.5.5 of the Office Memorandum dated 31.01.2025. However, in the year in which 5 yearly reimbursement is claimed, the yearly reimbursement will not be applicable i.e. the 1st year of every progressive closure period.
- c. Mine Owner is mandated to establish targets for closure activities according to the bar chart in accordance with activities approved in mine closure plan. Mine owner shall submit the compliance of established target annually to the coal controller by 31st December. Reimbursement of the ESCROW Amount during each progressive and final mine closure phase will be contingent upon the completion of closure work in accordance with the established targets.
- d. A minimum of 25% of the five yearly escrow amount deposited shall be utilized for community development and livelihood related activities. For mining plans already approved, all mine owners to incorporate the same in the existing mining plans with the approval of respective company board and communicate the specific report within six months of the publication of the guidelines. Claim for expenditure towards any one activity shall not exceed one third of the five yearly total escrow amount earmarked exclusively to be spent for mine closure activities under the head.
- e. 90 percent of the balance amount at the end of the post-closure monitoring period shall be released to the mine owner on compliance of all provisions of the Closure Plan duly signed by the mine owner/lessee to the effect that said closure of mine complied with all statutory rules, regulations, orders made by the Central or State Government, statutory organizations, court etc. and duly certified by the Coal Controller.
- f. The Mine Owner to prepare a plan for just transformation after the mine closure for utilizing 10% of just transformation fund and engage agency to implement the plan before the reimbursement of 90% of the balance amount.
- g. A corpus from 10 percent of the balance deposited amount from final mine closure cost is to be created towards Just Transformation. This amount may be utilized by mine owner for socio-transition after the closure of the mine in consultation with district administration, local authority and stakeholders for skill development, sustained livelihood and employment generation etc. The detailed modalities for usage of fund will be governed by the applicable guidelines prevailing at that time.
- h. In the case of fly ash dumping in abandoned mines where mine voids are separable as per Para 4.1 and a separate Mining Plan/Mine closure plans are prepared, only the apportioned amount for the required area for fly ash dumping such as the cost for Top Soil Management and Biological Reclamation, Safety and Environmental Monitoring till the final mine closure and post closure is to be retained. The

remaining amount may be released for rest of the area after the completion of post-mining closure activities.

- i. Mine owner shall complete all activities related to technical, biological reclamation and repurposing, wherever it is applicable. The third-party monitoring agencies authorized by the Central Government (Appendix-VII of O.M. dated 31.01.2025) shall certify the expenditures on these activities.
- j. In case of deviation of mine closure activities from the approved mine closure plan, CCO may charge up to 20% of the annual amount to be deposited in the escrow account as penalty.
- k. Failure of restoration within the specified period may result in forfeiture of the Escrow Account created as per Para 3.5.1 and 3.5.2 of O.M. dated 31.01.2025.
- l. If the Coal Controller has reasonable grounds for believing that the protective, reclamation and rehabilitation measures as envisaged in the approved mine closure plan in respect of which financial assurance given has not been or will not be carried out in accordance with mine closure plan, either fully or partially, the Coal controller can forfeit the amount in the escrow account.

**V. Duties of Mine Owner/Mining Company**

- a. Mine owner shall submit the compliance of established target annually to the coal controller by 31st December.
- b. *A compliance report for operating mines shall be submitted by the mine owner with respect to approval conditions of the Mining Plan including any deviations and revisions for changes other than minor changes, every 5 years to Coal Controller with intimation of submission to Administrative Section dealing with the allocation/allotment of the coal block at Ministry of Coal for information. Such submission shall be done within 180 days of completion of 5 years of the previous report or before 28.05.2025 whichever is later. In case of exceptional circumstances, submitted in writing by mine owner, the Coal Controller may grant extension up to 6 (six) months for submission of 5 yearly compliance report. The information desired above bear a self-certificate of the mine owner and have the approval of their company board. Non-submission of such information during the stipulated time may result in withdrawal of mine opening permission or cancellation of the approved mining plan, as may be decided by CCO.*
- c. Five yearly Environmental Compliance Audit report is also required to be submitted along with the five yearly compliance report.
- d. The mine owner shall submit a 5 yearly report, outlining of the initiatives undertaken to skill development and sustain the livelihoods of the affected communities. It will be supplementary to the progressive closure claims submitted.
- e. In case of surrender of coal mine after partial extraction, the Mine owner shall be required to temporarily close the mine by preparing a Temporary Mine Closure Plan through CMPDIL. The mine owner is further required to deposit Bank Guarantee equivalent to 150 percent of the balance amount to be kept towards closure in Escrow account. The mine owner shall also assume the role of custodian of the mine until the mine is reallocated to a new entity or for a period of five (5) years, whichever is earlier. If Mine owner is failed to deposit the Bank Guarantee,

a legal action can be taken against it. Further, it will be debarred to participate in any future auction.

- f. Implementation of approved mining plan and mine closure plan is the sole responsibility of mine owner.
- g. The prime responsibility of mine closure shall always lie with the mine owner, and in case the funds so generated are found to be insufficient to cover the cost of final mine closure, the mine owner shall undertake to provide the additional fund equivalent to the gap in funding before five years of Mine Closure failing which it may be recovered by such other methods as the competent authority may deem fit in this regard.
- h. Mine owner shall submit the bank statement (duly certified) after deposition of annual mine closure cost to the Coal Controller Organization.
- i. Mine owner shall also submit the bank statement (duly certified) showing closing balance at the end of 31<sup>st</sup> March of the respective financial year to the Coal Controller Organization on yearly basis by 30<sup>th</sup> June of the corresponding financial year.

**VI. Duties of Escrow Agent**

**Escrow Agent shall:**

- a. Keep proper books of accounts relating to Escrow Account maintained by the agent.
- b. Provide Statement of Accounts to the parties at such frequencies which will be evolved by consensus amongst the \_\_\_\_\_ (mining company), the Coal Controller Organization and Escrow Agent.
- c. Not to allow any payment out of the Escrow account in respect of money deposited without the approval of the Coal Controller Organization except in the manner stated hereinabove.
- d. Act in accordance with the agreement.
- e. Irrevocably and absolutely waive all present and future rights to make or exercise any claims or demands, any rights of counter-claim, lien/set-off and all other present or future rights against the balance amount standing to the credit of the Escrow account, to make any withholding or balancing of any accounts or to effect any transfers without the approval of the Coal Controller Organization.
- f. Irrevocably and absolutely waive all present and future rights to combine or consolidate any other non-Escrow Account of any offices anywhere with the Escrow Agent or the designated Bank.
- g. As promptly, as is reasonably practical, after receipt of any reasonable written request from the parties provide such information to such parties regarding the amounts available in the Escrow Accounts and balances there under.

**VII. Termination/Resignation of Escrow Agent.**

- a. The obligation of the Escrow Agent under this agreement shall end on the final payment of the amount under the aforesaid scheme.

- b. The Escrow Agent may resign from its appointment as an Escrow Agent subject to the Escrow Agent giving 30 Business days prior notice in writing to the other parties. The Escrow Agent shall deal with the Escrow Account in accordance with the provisions of the Escrow Agreement and continue to be bound by the terms and conditions hereof until the Coal Controller's Organization identify a successor.
- c. The Escrow Agent may be removed by the Coal Controller Organization on giving 30 days notice to the Escrow Agent. In case the Coal Controller's Organization fails to identify a successor Escrow Agent within the above-mentioned 30 days', the Escrow Agent, \_\_\_\_\_ (Bank Name), shall by itself appoint a successor as Escrow Agent.
- d. If the Escrow Agent resigns in accordance with the agreement, then Coal Controller's Organization shall appoint a successor as Escrow Agent in consultation with the Coal Mining Company.
- e. If the Escrow Agent resigns or is replaced pursuant to this agreement, such Escrow Agent shall do all necessary acts for the transfer of the Escrow account to the successor Escrow Agent.
- f. The fees for the service rendered if any by the Escrow Agent shall be in accordance with the letter to be exchanged between the Escrow Agent, the Coal Controller's Organization and Coal Mining Company.

**VIII. Amendment of the Agreement**

- a. This agreement may be altered, amended, modified or revoked with the compliance of Section 62 of the Indian Contract Act, 1872

**IX. Notices**

All notices or other communications to be given under this agreement shall be made in writing to:

A. \_\_\_\_\_ (Mining Company),  
Address.

Tel:

Fax:

B. Coal Controller Organization,

Address. Scope Minar, 5<sup>th</sup> Floor (Core-I),  
Laxmi Nagar, Delhi- 110092.

Tel:

Fax:

C. Escrow Agent,

Address,

Fax

**X. Governing Law & Jurisdiction**

- a. Any dispute connected with this agreement shall be governed in accordance with Section 27 (4) of the Coal Mines (Special Provision) Act, 2015, and other relevant Acts /Rules and OMs applicable. Supreme Court of India and High Court of New Delhi shall have the jurisdiction, power or authority in relation to matters connected with the Act.

**XI. Whole Agreement & Variation**

- a) This agreement together with the schedules hereto contains the whole agreement between the parties relating to the rights and obligations in relation to the subject matter of the agreement.

**XII. Invalidity**

- a) If any term or provision in this agreement is held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part to that extent will be deemed not to form part of this agreement, but the enforceability of the remainder of the agreement will not be affected.

**XIII. Counterparts**

- a. This agreement may be entered into in any number of counterparts and the parties of it on separate counterpart each of which when so executed and delivered will be in original, but all the counterparts will together constitute one and the same instrument.

**XIV. No Waiver**

- a. No failure to exercise or delay in exercising any right or remedy under this agreement by any party will operate as a waiver of any other right or remedy hereunder, nor will any single or partial exercise of such right or remedy preclude any further exercise thereof or of any other right or remedy which such party may have in this agreement.

**XV. Rights Cumulative**

- a. The rights and remedies provided herein are cumulative and not exclusive of any rights and remedies provided by law in equity or otherwise.

**XVI. Rights of Third Parties**

For the avoidance of doubts, this agreement does not and shall not confer rights upon a person which is not a party to this agreement.

In witness of which the parties have executed the agreement on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ as mentioned above for \_\_\_\_\_ mine/block bearing "Mine-Closure Escrow A/c No. \_\_\_\_\_".

SIGNED AND DELIVERED BY

WITNESSES

\_\_\_\_\_

(Coal/Lignite Mining Company)

By  
Name:  
Designation:

SIGNED AND DELIVERED BY  
  
(Coal Controller Organization)

By  
Name: Shri Sajeesh Kumar N.  
Designation: Coal Controller

SIGNED AND DELIVERED BY  
  
\_\_\_\_\_  
(Bank name)

By  
Name :  
Designation

**Annexure B**  
**Statement Showing the technical details**

<b>Sr No</b>	<b>Particulars</b>	<b>Benchmark</b>	<b>Actual performance as per audited accounts</b>
1	Net Worth	>₹ 50000 Crore as on March 31, 2025	
2	Capital Adequacy Ratio	=>9% as per BASEL III as on March 31, 2025	
3	Deposit base	> ₹ 1,00,000 Crores as March 31, 2025	
4	CET-1 Ratio	=>10% as of March 31,2025	
5	Profitability	Net Profit during last consecutive five years as on March 31, 2025. In case of net loss in any year on or after FY 2020-21 the, said bank will not be considered as technically qualified	
6	Credit rating of Bank	AA+ or AAA	

Note: This should be duly signed by official of the bank/ Chartered Accountant's firm.

**Annexure-C**

MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN  
GMDC LTD  
AND

---

Gujarat Mineral Development Corporation Limited, Ahmedabad (GMDC Ltd) has appointed -----  
----- (herein referred to as "bank") as ESCROW agent for opening of escrow account  
in respect of \_\_\_\_\_ mines as per the proposal floated through this Eol  
No1/IGMDC/Escrow/2025-26. In order to establish proper understanding and to provide efficient  
and satisfactory services by the bank this Memorandum of Understanding (MOU) has been signed  
between----- (name of the bank) and M/s GMDC Ltd, Ahmedabad the parties, hereby  
agree as follows:-

**Documentation**

1. For GMDC Ltd. The bank will open an ESCROW account as per requirement of Coal Controller of India. The amount will be deposited before execution of Escrow agreement; therefore amount so deposited should be transferred to FD account as per directions of GMDC at a special rate of interest.
2. The tripartite agreement will be signed between GMDC, Coal Controller and the banks per draft format provided by the Coal Controller of India. However in case of any changes made by the Coal Controller, then bank will accept the same unconditionally.
3. Bank will depute an authorized officer for signing tripartite agreement and other related documents as per requirement of the Coal controller office.
4. Bank will follow terms and conditions as mentioned in Eol no.1/IGMDC/Escrow/2025-26

For GMDC Ltd.

For (the bank)

Authorised Signatory

Authorised Signatory

Date

Place