

ADANI MINING PTY LTD

INVITATION FOR EXPRESSIONS OF INTEREST FOR
CAMP ACCOMMODATION BOO/T

CARMICHAEL COAL MINE & RAIL PROJECT

Expression of Interest (EOI) to be submitted by:
1200HRS AEST Thursday 20th March 2014

Please note that an intention to submit EOI notification must be received by:
14th March 2014.

SECTION 1

INTRODUCTION

1.1 ADANI MINING

The Adani Group's venture into Australia commenced in 2010 with the purchase of EPC 1690, the underlying tenement for the development of the Greenfield Carmichael Coal Mine in the Galilee Basin, Central Queensland, and entering into a 99 year lease of the Port of Abbot Point near Bowen in North Queensland. Our vision is to operate a vertically integrated model - with the extraction of coal from our Carmichael Mine, transported by rail to Abbot Point, and exported to meet consumer and business demands in offshore markets. Adani's proposed Carmichael Coal Mine and Rail Project will deliver many benefits to the local, state and national economies and the newly proposed North Galilee Basin Rail project signifies that our project is on track.

1.2 Overview

This Invitation for EOI seeks submission from interested parties for the provision of Camp Accommodation BOO/T services to Adani Mining Pty Ltd (Principal). For the purposes of this enquiry, Camp Accommodation services are in respect only of the Carmichael Coal Mine and are deemed to include but not be limited to:

- a) Camp Facilities Design, Supply & Installation
- b) Camp Management;
- c) Camp & Catering Design Management;
- d) Camp Operation & Catering;
 - a. Catering
 - b. Administrator
 - c. Facility Management
 - d. Maintenance
 - e. Security and Watch & ward
- e) Waste Management and Disposal
- f) Personnel Logistics Services;
 - a. In Village - transportation
 - b. Village – Mine transportation
 - c. Airstrip Operation Management
 - d. Airstrip – Village transportation
 - e. Aviation Service Management (Optional)
- g) Construction Management Services.

This Invitation for EOI is a key part of the EOI Phase, and is the first of three (3) phases of the tender process to appointing a Camp Management Contractor for delivery of the Project. The two (2) subsequent phases are the Request for Proposal (RFP) Phase and the Negotiation and Completion Phase.

1.3 Invitation for EOI

The purpose of this Invitation for EOI is to describe the Camp Accommodation Establishment Process and seek EOI for the Carmichael Coal Mine Project.

Organisations with the required experience, capability and capacity for all/ specific services as enlisted in clause 1.2 above, may express their interest by submitting an Response to EOI in accordance with the terms and conditions set out in this Invitation for EOI.

1.4 Project Requirements

Project requirements are not provided as part of this Invitation for EOI, but will be provided to the Shortlisted Respondents with the RFP.

1.5 Site

The Site of the Project is shown at website: www.adanimining.com.

1.6 Contracting Structure

Principal intends to award the Preferred Proponent, which shall be a single legal entity, with the BOO/T Project Agreement for the provision of the Camp Accommodation services. It is acknowledged that the entity capable of delivering the services for the Project may be a consortium comprising one or more companies or using sub-contractors. Respondents need to furnish the details of their sub-contractors/ consultants they wish to engage for this project requirement.

Principal will issue a full draft BOO/T Project Agreement with the RFP and seek comments from each Proponent on the content of the draft BOO/T Project Agreement in their Proposal.

In order to achieve a satisfactory allocation of risk between Principal and the Preferred Proponent, engagement is likely to focus on a number of key areas within the Project Agreement. In formulating the draft BOO/T Project Agreement, Principal will draw on current best practices.

SECTION 2

EXPRESSION OF INTEREST (EOI) REQUIREMENTS

2.1 FORMAT AND STRUCTURE OF THE EOI

Unless otherwise approved by Principal, the EOI must be submitted in accordance with the terms and conditions of this Invitation for EOI. Covering letter (3 pages maximum);

- a) Executive summary (5 pages maximum);
- b) Information addressing the Evaluation Criteria (50 pages maximum); and
- c) Pre-Qualification (In prescribed template) with attachments as required.
- d) Appendices with additional information relevant to the EOI or the Respondent (kept to a minimum).

The covering letter will not form part of the assessment and any appended, unreferenced corporate brochures, marketing material and the like, which are included with the EOI, will not be considered by the Principal's Evaluation Team.

The information provided should address the information requested in section 5 for each criterion and be provided under the criterion heading only, and not relied upon by being placed elsewhere in the EOI.

Any EOI addressing only part of the requirements set out in this Invitation for EOI may or may not be considered, at Principal's absolute, sole and unfettered discretion.

The above page limits are single-sided A4 pages. The font type and size must be Arial Narrow 11 with single line spacing and minimum 6 point spacing between paragraphs. The page limit includes all diagrams, charts, pictures, and the like. Material in excess of the page limits identified may or may not, at Principal's absolute, sole and unfettered discretion, be read or taken into account in the evaluation.

Project data sheets for recent relevant Reference Sites can be included (in an appendix) and the relevance to the Project made clear.

Pre-Qualification Document also requires Respondents to provide details of the Reference Site or Sites with name of project, details of referees with contact details, name of client, description of the works involved and location, value including final project value and project timelines.. Respondent shall provide other relevant details e. g. Explanation of variations, details of problems that were encountered and how they were overcome separately as attachment to Pre-Qualification Document.

2.2 TIME FOR LODGEMENT

The Respondent is requested to ensure that its EOI is lodged by no later than the Closing Time on the Closing Date. An electronic copy can be submitted in the first instance if difficulties are encountered in the delivery of a hard copy.

2.3 COPIES OF EOI

In order to assist in the evaluation of the EOI, and supplementary to its electronic EOI submitted, the Respondent is required to provide five (5) paper copies, each exactly the same as its EOI, and one (1) electronic copy in native format (i.e. Ms Word, MS Excel, MS Power Point etc.) in a sealed package, endorsed with the Invitation for EOI title shown on the front cover of this Invitation for EOI, at address mentioned below by no later than the 9am on Thursday 20th March 2014. Principal will not accept facsimile lodgement of the EOI.

Mr. Punit Patel
Contract Administrator
Adani Mining Pty Ltd
Level 25, 10 Eagle Street,
Brisbane QLD 4000
Telephone: (07) 3223 4843
Email: punit.patel@adani.in

2.4 CLARIFICATION OF INVITATION FOR EOI AND ADDENDA

If the Respondent:

- a) Is in doubt as to the meaning of any part of this Invitation for EOI;
- b) Has any questions in relation to the Processes outlined in this Invitation for EOI;
Or
- c) Has any technical or other queries related to the Project,

The Respondent should approach to the contact person as mentioned in clause 2.3 above.

2.5 INTERVIEWS

Principal reserves the right to invite certain Respondents to attend an interview. The invited Respondents will be required to provide a presentation of a summary of their EOI and then engage in a questions and answers session.

Principal also reserves the right to consider Respondents for further RFQ and tendering process at its sole discretion without having any obligation to provide any justification/ explanation.

2.6 COST FOR LODGMENT OF EOI.

Cost of preparation and lodgement of EOI with all supporting documents and subsequent clarifications shall be borne by Respondent.

SECTION 3

PROJECT BACKGROUND

3.1 PROJECT DESCRIPTION

Principal is proposing to develop a 60 million tonne (product) per annum (Mtpa) thermal coal mine in the north Galilee Basin approximately 160 kilometres (km) north-west of the town of Clermont, Central Queensland. All coal will be railed via a privately owned rail line either connecting to the existing narrow gauge Aurizon rail infrastructure near Moranbah or a standard gauge line connecting directly to the Abbot Point Terminal, and shipped through coal terminal facilities at the Port of Abbot Point and/or the Port of Hay Point (Dudgeon Point expansion). The Carmichael Coal Mine and Rail Project (the Project) will have an operating life of approximately 90 years.

The Project is comprised of two major components:

- A green field coal mine over EPC1690 and the eastern part of EPC1080, which includes both open cut and underground mining, on mine infrastructure and associated mine processing facilities (the Mine) and offsite infrastructure.
- A green field rail line connecting the Mine either to the existing Goonyella Rail System, or directly to the Abbot Point Terminal, to provide for export of coal via the Port of Abbot Point and/or the Port of Hay Point (Dudgeon Point expansion).

Export coal from this project will predominantly service the Indian market.

The Project will also provide for development of the following:

1. Mine;
2. Mine Industrial Area (MIA);
3. Coal Handling and preparation plant (CHPP); and
4. Railway line from mine to port;

Project Outline:

The Carmichael Mine	60 million tonne (product) per annum (Mtpa) thermal coal mine
Rail corridor	Construction and operation of a rail link from the mine to the preferred port location (Abbot Point)

The RFP for the accommodation and logistics will be based on the first stage of the project development will relate to peak accommodation of approximately 2000 beds. The full scope will be detailed in the RFP.

SECTION 4

ASSESSMENT, SELECTION AND NOTIFICATION PROCESS

4.1 PROCUREMENT PROCESS

The Procurement Process for the Project will involve the following phases:

- a) the EOI Phase;
- b) the RFP Phase; and
- c) the Negotiation and Award Phase,

as further described below.

4.2 EOI PHASE

Respondents will be assessed on the information provided in their EOI against the Evaluation Criteria.

The focus of the EOI evaluation process is to assess each EOI to determine those Respondents demonstrating the capacity, capability, experience and commitment to proceed to the RFP Phase.

4.3 RFP PHASE

The second phase of the Procurement Process will involve the release of an RFP to the Shortlisted Respondents.

The RFP will require these Shortlisted Respondents to submit fully costed Proposals based on the requirements outlined in the RFP document. As a condition of proceeding to the RFP Phase, proposed Shortlisted Respondents will be required to enter into a Confidentiality Deed.

The RFP will contain Principal detailed requirements in relation to the services and will include:

- a) General information and instructions to Shortlisted Respondents;
- b) A commercial framework summary,
- c) Site reports and other information;
- d) Proponent Selection Criteria and proposal schedules; and
- e) The draft Project Agreement (including certain completed schedules, completed by Principal) comprising drafts of the deeds and agreements.

4.4 INTERACTIVE TENDERING PROCESS

During the RFP Phase, Principal will conduct an interactive tendering process (**ITP**) following the release of the RFP and in accordance with the probity framework established for the Project. It is intended that Respondents will have three principal means of obtaining feedback and clarification from Principal during the preparation of their Proposals during the RFP Phase, as follows:

1. Question & answer process by Respondents issuing clarification questions to Principal in writing, and Principal providing written responses to those questions;
2. ITP workshops through proposed structured workshops to be held between each Respondents and Principal ; and
3. Site inspections by the Respondents.

A key objective of the ITP workshops is to improve the quality of Proposals, and ultimately deliver better outcomes for the Project.

The ITP workshops will provide an opportunity for an appropriate amount of direct interaction between Principal and Respondents. Each Respondent will have the opportunity to discuss the development of their Proposal, including the commercial and technical aspects, and to seek clarification and feedback in the context of the RFP and Principal's expectations and requirements.

4.5 NEGOTIATIONS AND AWARD PHASE

Following detailed evaluation of Proposals, Principal expects to select one or possibly two Preferred Respondent(s) to proceed through the Negotiation and Completion Phase of the Procurement Process. During this phase, Principal and the selected Preferred Respondent will enter into the Project Agreement. The Preferred Respondent and Principal executing the Project Agreement will conclude the Negotiation and Completion Phase.

4.6 MODIFICATIONS TO PROCUREMENT PROCESS

Principal may in its absolute, sole and unfettered discretion modify or terminate the Procurement Process at any time.

SECTION 5

EVALUATION PROCESS

5.1 EVALUATION METHODOLOGY

Evaluation of the EOI will be conducted by the Evaluation Team to identify Respondents that have capability, capacity and commitment to deliver the Project. The criteria set out below are not necessarily exhaustive, or in any order of significance or equally weighted.

5.2 EVALUATION CRITERIA

The Evaluation Criteria consist of the Selection Criteria and other information to be provided in the EOI, as detailed below.

5.3 CRITERIA

The Indicative Selection Criteria that will be rated by the Evaluation Team include the following:

Criteria	Details	Required Response
Project understanding and approach	Demonstrate understanding of the Project.	<ul style="list-style-type: none"> a) The extent to which the Respondent understands the key risks and issues for the Project and accepts the risk allocation and b) The Respondent's proposed approach and strategies to meet the responsibilities of the Project to be delivered. c) Camp Accommodation Capabilities including systems.
Technical experience	Demonstrate previous experience in the provision of similar services on similar projects	<ul style="list-style-type: none"> a) Provide evidence of experience in the design and construction management of b) Reference project details to be provided: c) Technical knowhow of Camp Management. d) Contract Management and in particular BOO/T contract project management experience; e) Quality Management Systems appropriate for the Design and Construction Phase f) Multibillion dollar program/project experience on Camp Accommodation including; <ul style="list-style-type: none"> Heavy Haul Rail Procurement; Camp Modularisation expertise; Remote area management and logistics planning;

Criteria	Details	Required Response
People	<p>Demonstrate previous experience with delivering similar projects and project services</p> <p>Demonstrate the availability of key staff and people</p>	<p>Culture and organisational structure</p> <p>Details of key staff and people to be provided in the RFP phase.</p> <p>Information on key personnel or any proposed Respondents and specialist/significant subcontractors</p> <p>Provide an overview of the HR/ER management system.</p> <p>Demonstrate a sound understanding of the ER/IR issues and constraints associated with delivering this type of project.</p>
Traditional Land Owners Culture and organisational structure	<p>Demonstrate Respondent's culture and organisational structure for the Project.</p>	<ul style="list-style-type: none"> a) The Respondent's relevant and recent experience in working as part of an integrated team in delivering projects; b) Engagement of Indigenous people in offering services. c) The Respondent's relevant and recent experience in working as part of an integrated team in delivering projects, specifically where the Personnel of the Respondent have a historical relationship working together on previous projects; d) The suitability and strength of the Respondent's proposed organisational structure during the Procurement Process, the Design and Construction Phase, including: <ul style="list-style-type: none"> i) the roles and responsibilities of each of the Respondent's Personnel; ii) the resources allocated by Respondent's Personnel to the delivery of those roles and responsibilities; e) The Respondent's capability and capacity to interact, establish and maintain a good working relationship with Principal during the Procurement Process, the Design and Construction Phase and f) The Respondent and its Personnel's ability to demonstrate the timely availability of resources to deliver all phases of the Project.

Criteria	Details	Required Response
Commercial and financial structure capability and capacity	Demonstrate soundness of Respondent's financial capacity and ability to manage the Project	The suitability and strength of the Respondent's commercial and contractual structure to deliver the Project; Financial capability of the Respondents
Design management experience and capability	Demonstrate Respondent's technical experience and capability.	<ul style="list-style-type: none"> a) The designers experience and capability in design management in projects of a similar size, complexity and operating flexibility; b) The Respondent's experience and capability of including the Contractors, and other Personnel in the design process to maximise 'constructability' and 'whole of life' outcomes; c) The Respondent's experience and capability of including sustainability in to the design process.
Construction management experience and capability	Demonstrate Respondent's construction management experience and capability.	<ul style="list-style-type: none"> a) Other projects of a similar size, complexity and operating flexibility; b) The Respondent's experience and capability of including sustainability in to the construction process. c) Program and Construction management experience and capability including systems
Innovation and VFM (Value For Money)	Demonstrate Respondent's ability to provide VFM.	The Respondent's proposed strategies to deliver innovation and continuous improvement to maximise VFM for Principal during the Procurement Process, the Design and Construction Phase and the Operation and Maintenance Phase.
Health and Safety	Demonstrate sound understanding and capability with regards to managing health and safety.	<ul style="list-style-type: none"> a) The respondent to provide an overview of their health and safety policy and management system. b) The respondent's approach to managing key health and safety associated with the construction and operation of workers accommodation.
Environmental Management System	Demonstrate Environmental Management System	<ul style="list-style-type: none"> a) The respondent to provide an overview of their Environmental Management system and policy. b) The respondent's approach to managing key Environmental issues associated with the construction and operation of workers accommodation

SECTION 6

CONFIDENTIALITY AND JOINT VENTURES

6.1 NO LEGAL RELATIONSHIP

By lodging an EOI, the Respondent acknowledges that:

This Invitation for EOI is not an offer or an invitation to treat;

No contract exists or will arise between Principal and any entity in respect of the Project by reason of this Invitation for EOI, an EOI or any part or phase of the Procurement Process unless and until the Project Agreement is executed between Principal and Successful Respondents;

The rights, powers and discretions given to Principal in this Invitation for EOI are not pursuant to any contract between Principal and the Respondent but rather are rights, powers and discretions which Principal has, as part of the Invitation for EOI;

Despite the previous paragraph, by lodging an EOI, the Respondent is bound by the terms of this and its Lodgement of EOI form; and

Principal has no contractual or other legal obligation to the Respondent arising out of this Invitation for EOI with respect to the consideration, the evaluation, the acceptance or the rejection of any EOI or the failure to consider, evaluate or accept any EOI. In particular, Principal is under no obligation to receive, consider or evaluate any EOI at all or in any particular way or within a particular time period or to give any reasons for any decision it makes in respect of the Invitation for EOI.

6.2 CONFIDENTIALITY AND PROPRIETARY INFORMATION

This Invitation for EOI is subject to copyright vested in Principal. A Respondent may copy, save electronically, or otherwise reproduce this Invitation for EOI for the purposes of preparing and lodging an EOI.

The EOI becomes the property of Principal upon lodgement by the Respondent and will not be returned to the Respondent.

Principal will hold each EOI in confidence so far as the law and Executive and Parliamentary convention permit, although responses by Respondents on commercial principles, risk allocation and any additional information provided in response may be taken into consideration by Principal in the development of the Project Agreement for release with the RFP.

Without limitation, each Respondent authorises Principal to use and reproduce the whole or any portion of an EOI for the purposes of evaluation.

Any intellectual property rights that may exist in an EOI will remain the property of the Respondent.

Any element of an EOI considered carrying any intellectual property rights should be clearly identified by the Respondent. Where Principal, in its absolute, sole and unfettered discretion, determines that such elements are subject to such a right, then Principal will treat that element of the EOI accordingly.

By lodging an EOI, the Respondent licenses Principal to copy, adapt, modify, disclose or do anything else necessary in Principal's absolute, sole and unfettered discretion to all material (including material which contains any intellectual property of the Respondent or any other person) contained in the EOI, for the purposes of evaluating and clarifying the EOI and in relation to the commercial principles risk allocation and, for the purposes of developing the Project documentation for release with the RFP.

Principal will treat, in strict commercial confidence, all information submitted by a Respondent in its EOI or otherwise provided to Principal as part of this Invitation for EOI.

Respondents must recognise the confidential nature of the EOI and undertake to keep this material confidential.

Except if required by law or by the rules of a stock exchange on which the Respondent is listed (in which case the Respondent must advise Principal of the need to do so as soon as reasonably practical before making or authorising a release), Respondents must not make or authorise, and must procure an undertaking that its Related Bodies do not make or authorise, a press release or other public statement relating to:

- a) The content of its EOI;
- b) Any information provided or made available by or on behalf of Principal ;
- c) Whether or not the Respondent has ceased to participate in the Procurement Process; and
- d) Any decision of Principal or any other communication between the Respondent and principal relating to the EOI process, without the prior written consent of Principal.

6.3 RELATED BODIES

In selecting the Respondents to be shortlisted to undertake the RFP Phase, Principal may take into account the relationship between Respondents (including the existence of Related Bodies and common directorships).

The Respondent should note that:

- a) Those Respondents that include an unrelated Respondent that is or may become involved in another Respondent's EOI, will only satisfy this criterion if the Evaluation Team considers that:
 - i) The processes and procedures put in place or to be put in place by the Respondent or the Related Body to address probity and competitiveness issues will preserve effective competition and probity within and between Respondents; and
 - ii) The participation of the Related Body is unlikely to have an adverse effect on achieving VFM for Principal.
- b) Depending upon the information provided by a Respondent, Principal may require the Respondent to:
 - i) Clarify the information provided and / or provide further information;
 - ii) Implement internal governance procedures and arrangements to address the probity and competitiveness concerns; and
 - iii) Provide verification that all such arrangements and procedures have been complied with.

6.4 JOINT VENTURES

If a joint venture is proposed by the Respondent or any Respondent, this must be disclosed in the EOI and, the Respondent is advised that Principal will include a clause in the RFP and Project Agreement to ensure that the RFP and Project Agreement and their respective obligations have priority over the terms of any joint venture agreement. To achieve this, Principal will require disclosure of the joint venture agreement to Principal, and input into the terms of the joint venture agreement prior to its execution.

6.5 CONSORTIUM

Respondents may form a consortium and submit a single EOI. A consortium means an association of business entities combining their respective resources, whether technical, financial or otherwise, for the purpose of submitting an EOI.

Without limiting the general requirements set out in this Invitation to submit an EOI, an EOI submitted by a consortium must comply with the following requirements:

- a) the EOI must contain complete and accurate information with respect to each member of the consortium;

- b) the EOI must contain a description of the roles and responsibilities of each member of the consortium;
- c) members of the consortium must submit a memorandum of understanding for the purpose of submitting an EOI. The memorandum of understanding must contain provisions that address the following:
 - i) members of the consortium have entered into a memorandum of understanding for the specific purpose of providing Camp Accommodation services;
 - ii) members of the consortium will be jointly and severally liable for any charges, costs, expenses, fees or loss of whatsoever nature; and
 - iii) the memorandum of understanding should set out the intention of the members of the consortium to enter into a joint agreement between themselves and set out the obligations of each member.
 - iv) the EOI must be signed by the authorised signatories of each consortium member, duly authorised by a power of attorney or a resolution of the Board of Directors of each member, as applicable; and
 - v) the EOI must contain the legal and ownership structure of the consortium including decision making mechanisms within the consortium.

6.6 ANTI-COMPETITIVE CONDUCT

Respondents and their officers, employees, consultants, advisers or agents must not engage in collusion, anti-competitive conduct or any other conduct which contravenes the Competition and Consumer Act 2010 (Cth) with any persons in relation to their preparation and submission of their EOI or their participation in the Procurement Process.

6.7 CONFLICT OF INTEREST

During the Procurement Process, Respondents and their officers, employees, consultants, advisers or agents must not place themselves in a position that may, or will, create an actual, potential or perceived conflict of interest between the interests of the Respondent and the interests of the Principal or any of its Related Body Corporates.

If the Respondent is aware of such a conflict of interest or a potential conflict of interest during the Procurement Process, the Respondent must notify the Principal immediately in writing and take any steps, as Principal may reasonably request, to resolve or otherwise deal with the conflict. If the Respondent fails to notify the Principal or is unable or not willing to resolve or otherwise deal with the conflict as request by the Principal, the Principal may exclude the Respondent's EOI from further consideration under the Procurement Process.

Respondents and their officers, employees, consultants, advisers or agents must at all times during the Procurement Process, comply with any applicable laws regarding the offering of unlawful inducements in connection with the preparation and submission of the EOI. The Principal may, at its sole and absolute discretion, reject any EOI submitted by a Respondent if the Principal reasonably believes that the Respondent is in breach of any such laws.

6.8 GOVERNING LAW

This Invitation for Expression of Interest is governed by the laws of Queensland and the parties irrevocably submit to that jurisdiction.

Appendix A

Submission Letter to Expression of Interest

EOI must be received by: 1200HRS AEST Thursday 20th March 2014

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To: Mr. Punit Patel
Contract Administrator
Adani Mining Pty Ltd
Level 25, 10 Eagle Street,
Brisbane QLD 4000
Telephone: (07) 3223 4843
Email: punit.patel@adani.in

Dear Mr. Punit Patel,

..... (Name of company) (Company) wishes to advise that it (is) (is not) interested to participate with Principal in the processes proposed for the selection of the Camp Accommodation Contractor for the Carmichael Coal Mine & Rail Project. Our Company accepts that the selection process is designed to choose a suitable Camp Accommodation Contractor but that Principal may elect not to select an Accommodation Contractor from this process. Our Company provides details as required in the subject EOI document as enclosures of this letter.

Further our Company is able at this time to commit the resources necessary to participate and complete the required documentation during the pre-selection and subsequent enquiry process and to the dates noted in your correspondence.

Our Company also accepts all terms and conditions of the EOI document issued on 12th March, 2014 Our Company also confirms their compliance to the requirement of the EOI document.

Signed

Name

Company Position

Enclosures:

1. Covering letter (3 pages maximum);
2. Executive summary (5 pages maximum);
3. Information addressing the Evaluation Criteria (50 pages maximum); and
4. Pre-Qualification (In prescribed template) with attachments as required.
5. Appendices with additional information relevant to the EOI or the Respondent (kept to a minimum).