



**TENUGHAT VIDYUT NIGAM LIMITED**  
(A GOVT. OF JHARKHAND UNDERTAKING)

**CIN U40101JH1987SGC013153**

Hinoo, Doranda, Ranchi-834002, Jharkhand

TEL:0651-2253841,2253818,2252160

Letter No.-297/24-25

Date : 26.06.2024

**Corrigendum -11**

NIT no. 11/Coal Block Rajbar E&D/W/TVNL/RAN/23-24 dated 22.12.2023 following is hereby amended up to the extent and uploaded in the [jharkhandtenders.gov.in](http://jharkhandtenders.gov.in) as below:-

S.No.	Document Reference	Clause Reference	Existing Provision	Amended
1	Bid Document and Corrigendum 9.	Clause 7.4 (1) Earnest Money Deposit.	The Bidder shall furnish, along with its Project Proposal as a part of the Responsive Check Document, an EMD for an amount of INR 20.98 Crores (Indian Rupees Twenty Crores and Ninety Eight Lakhs Only), i.e. 0.5% of the Total Project Cost, to TVNL initially valid for a period of 45 Days beyond the Bid Validity Period in a separate sealed envelope in the form of bank guarantee(s).	The Bidder shall furnish, along with its Project Proposal as a part of the Responsive Check Document, an EMD for an amount of <b>INR 5.00 Crores (Indian Rupees Five Crores Only)</b> to TVNL initially valid for a period of 45 Days beyond the Bid Validity Period in a separate sealed envelope in the form of bank guarantee(s).

2	Bid Document and Corrigendum 9.	Clause 7.5 (2) Performance Security.	The Performance Security to be submitted to TVNL shall be for an amount equivalent to INR 125.87 Crores (Indian Rupees One Twenty Five Crores and Eighty Seven Lakhs Only), i.e. 3% of the Total Project Cost, in accordance with the terms and conditions as mentioned in the Coal Mining Agreement. The Performance Security shall be renewed / extended so as to remain valid for the entire term as stated in the Coal Mining Agreement. It shall have a minimum initial validity period of no less than ninety (90) days beyond the 5th anniversary of the date of signing of the Agreement and shall be renewed / extended in steps of three (3) years, at least three (3) months prior to the expiry of the earlier validity.	The Performance Security to be submitted to TVNL shall be for an amount equivalent to 5% (five percent) of “ <b>Annual Contract Value</b> ”, in accordance with the terms and conditions as mentioned in the Coal Mining Agreement. The Performance Security shall be renewed / extended so as to remain valid for the entire term as stated in the Coal Mining Agreement. It shall have a minimum initial validity period of no less than ninety (90) days beyond the 5th anniversary of the date of signing of the Agreement and shall be renewed / extended in steps of three (3) years, at least three (3) months prior to the expiry of the earlier validity.
3	Bid Document	1.1		“Annual Contract Value” shall mean the Mining Fee (Rate per Tonne of Coal) quoted by the successful bidder multiplied by 10 Million Tonnes i.e. peak annual rated capacity of the mine.
4	Coal Mining Agreement	46.1.1		“Annual Contract Value” shall mean the Mining Fee (Rate per Tonne of Coal) quoted by the successful bidder multiplied by 10

				Million Tonnes i.e. peak annual rated capacity of the mine.
5	Coal Mining Agreement and Corrigendum 9.	Clause 5.15 Land Acquisition and Rehabilitation and Resettlement (R&R)	The Mine Developer and Operator shall be responsible for all the activities towards land acquisition for mining and its ancillary activities, and also for R&R site, R&R of the PAFs/ PAPs as per the approved R&R plan of the State/Central Government or as settled with the land owners. All notifications with respect to applicable Land Acquisition Act(s) shall be in the name of TVNL and TVNL shall be the owner/lessee in respect of the entire land acquired for the Project. TVNL shall only assist the Mine Developer and Operator in applying for such notifications. The MDO shall on behalf of TVNL acquire and take physical possession and bear entire cost of all the private, Government and forest land free from all encumbrances in phases for Mining and other purposes including land required for Coal evacuation, R&R Colony, identified area for the purposes like compensatory afforestation, internal approach road from state highway to Mine entry, Coal Handling Conveyor System (as per the norms of environment) etc. including the land/right of way for setting up the conveying system and	<b>Clause 5.15</b> Land Acquisition and Rehabilitation and Resettlement (R&R)  TVNL shall bear the cost for all types of land, i.e. Government, Forest and Tenancy and shall directly pay to the concerned Government Instrumentality, the cost or net present value of such land, as the case may be.  All notifications with respect to applicable Land Acquisition Act(s) shall be in the name of TVNL and TVNL shall be the owner/lessee in respect of the entire land acquired for the Project. TVNL shall only assist the Mine Developer and Operator in applying for such notifications. The MDO shall on behalf of TVNL acquire and take physical possession of all the private, Government and forest land free from all encumbrances in phases for Mining and other purposes including land required for Coal evacuation, R&R Colony, identified area for the purposes like compensatory afforestation, internal approach road from state highway to Mine entry, Coal Handling

			<p>other purposes as and when required, and other infrastructural facilities including land required for the proposed Railway Siding at Chetar railway station which is to be constructed by Mine Developer and Operator. TVNL shall bear the cost for all types of land, i.e. Government, Forest and Tenancy and shall directly pay to the concerned Government Instrumentality, the cost or net present value of such land, as the case may be. For avoidance of any doubt, TVNL shall be the owner/lessee in respect of the land acquired for the Project.</p> <p>Mine Developer and Operator shall be responsible for liaisoning, coordination and follow up with concerned authorities for obtaining all pending clearances, NoCs, approvals etc. including those which shall be required in the future. Mine Developer and Operator shall be responsible for obtaining physical possession of land free from any encumbrance and encroachment for mining activities and other purposes.</p> <p>Mine Developer and Operator shall ensure physical possession of land in compliance to the Efficiency Parameters as per the Allotment Agreement. The above shall</p>	<p>Conveyor System (as per the norms of environment) etc. including the land/right of way for setting up the conveying system and other purposes as and when required, and other infrastructural facilities including land required for the proposed Railway Siding at Chetar railway station. For avoidance of any doubt, TVNL shall be the owner/lessee in respect of the land acquired for the Project.</p> <p>The Mine Developer and Operator shall be responsible for all the activities towards land acquisition for mining and its ancillary activities.</p> <p>Mine Developer and Operator shall be responsible for liaisoning, coordination and follow up with concerned authorities for obtaining all pending clearances, NoCs, approvals etc. including those which shall be required in the future. Mine Developer and Operator shall be responsible for obtaining physical possession of land free from any encumbrance and encroachment for mining activities and other purposes.</p> <p>Mine Developer and Operator shall ensure physical possession of land in compliance to</p>
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			<p>include activities such as assistance in valuation of assets on land, negotiations/liaising with District Administration, State and Central Government, interactions with PAFs/PAPs, squatters/forest dwellers etc. for obtaining various approvals/clearances, assistance for disbursement of compensation payments to PAPs shall be in the scope of MDO.</p> <p>MDO shall also be responsible for land acquisition for R&amp;R site, R&amp;R of the PAFs/PAPs as per the approved R&amp;R Policy of the State Government or as settled with the land owners. Further, MDO shall also be responsible for approval of the R&amp;R policy by the Statutory Authority. The MDO as Pure Agent shall undertake all R&amp;R activities as per approved R &amp; R plan / scheme including construction of R &amp; R Township, Infrastructure Facilities at R&amp;R site, employment of eligible PAPs, Payments of Compensations, Annuity to PAFs as per approved R &amp; R policy / scheme of Jharkhand State etc.</p> <p>TVNL shall provide only the necessary and reasonable assistance to the MDO in the process of Land Acquisition and</p>	<p>the Efficiency Parameters as per the Allotment Agreement.</p> <p>The MDO shall assist in Social Impact Assessment (SIA) study and Appraisal of SIA by an expert group carried out as per Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013/Land Acquisition and R&amp;R Act of Government of Jharkhand State and its approval.</p> <p>The MDO shall make arrangement for education and health care of PAPs under CSR guidelines.</p> <p>MDO shall undertake the activities of R&amp;R as per the scope below:</p> <ul style="list-style-type: none"> <li>i) To engage PAPs in discussion and to win them over as partners of the R&amp;R plan.</li> <li>ii) The MDO shall make arrangement for shifting of PAPs wherever required.</li> <li>iii) The MDO shall provide assistance to PAPs in relocation.</li> <li>iv) The MDO shall have interaction with PAPs, other stake holders, District</li> </ul>
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			<p>Rehabilitation and Resettlement (R&amp;R) and MDO shall update, appraise and obtain approval of TVNL (as and when required) in respect of its obligation towards Land Acquisition and Rehabilitation and Resettlement activities under its monthly reporting obligations. TVNL shall deploy its officials to oversee and review the said activities who may issue directions to the MDO for compliance and such directions/directives shall be binding on the MDO.</p> <p>1)Further, the R&amp;R policy shall be followed by the MDO in such a manner that it does not contradict LARR, 2013 and policy of Government of Jharkhand (including the amendments made to it from time to time). MDO shall be responsible for Costs of R&amp;R Benefits/compensations as per R&amp;R Policy of Jharkhand and further Amendments. Cost of financing and construction of R&amp;R Colony for Rajbar E&amp;D and any incidental expenses linked to R &amp; R Colony shall be borne by MDO. MDO shall undertaking the Rehabilitation and Resettlement of the PAPs in accordance with Applicable Laws.</p>	<p>Administration, Local Bodies, etc. for disbursement of the compensation for assets and on account of R&amp;R including Annuity, Self-Resettlement Grant, Cattle Shed Grant, Shifting Grant, etc.</p> <p>v) The MDO shall provide all unskilled and semi-skilled direct employment created in the project to the members of affected families, subject to availability and suitability in line with Jharkhand R&amp;R policy.</p> <p>vi) To evolve and assist TVNL in carrying out community development activities meeting the needs of local population as well as meeting the statutory provisions.</p> <p>vii) The MDO shall demolish houses/building/other infrastructure within mine and pipe conveyer or railway corridor.</p> <p>viii) Collection of KYC, certification from CO, DLAO and annuity support as per policy of TVNL.</p> <p>ix) HEMM Operator Training to PAPs-</p> <p>a) The MDO shall conduct training programs for unemployed PAPs for HEMM Operator Training as a part of community</p>
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			<p>R&amp;R Survey, Discussion with PAPs, preparation and obtaining approval of the R&amp;R Plan, R&amp;R of project affected families in accordance with approved R&amp;R Plan.</p> <p>2)The Social Impact Assessment (SIA) study and Appraisal of SIA by an expert group carried out as per Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013/Land Acquisition and R&amp;R Act of Government of Jharkhand State and also prepare Social Impact Management Plan and its approval.</p> <p>3)The Mine Developer and Operator shall provide preferential employment / facilitation for employment to eligible Project Affected Persons who are eligible for employment as per project requirement on best effort basis either directly or indirectly as per the extant R&amp;R Policy of the Government of Jharkhand.</p> <p>4)MDO shall make arrangement for education and health care of PAPs under CSR guidelines.</p> <p>5)Liaisoning with PAPs during disbursement of compensations</p>	<p>development and engagement activities within the project area as per directions of TVNL.</p> <p>b) The minimum education qualifications and requisite driving license shall be compulsory for HEMM operator training.</p> <p>c) The minimum eligibility criteria shall be finalized in line with prevalent norms and consultation with TVNL from time to time. The list of training programs shall be finalized as per directions of TVNL.</p> <p>x) The MDO shall assist TVNL in implementation of Rehabilitation and Resettlement activities as per the Approved R&amp;R Plan/Scheme, including construction of R&amp;R Township, Infrastructure Facilities at R&amp;R site, employment of eligible PAPs, Payment of Compensations, Annuity to eligible PAFs (Project Affected Families) as per Approved R&amp;R Policy / Scheme of the State etc.</p> <p>TVNL shall undertake the activities of R&amp;R as per the scope below and shall be limited to:-</p>
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			<p>6) Documented Cost of financing and construction of R &amp; R Colony for Rajbar E &amp; D and any incidental expenses linked to R &amp; R Colony.</p> <p>7) Any other activities incorporated under the approved R &amp; R Policy.</p> <p>TVNL shall provide only the necessary and reasonable assistance to the MDO in the process of Land Acquisition and Rehabilitation and Resettlement (R&amp;R).</p> <p>MDO shall update, appraise and obtain approval of TVNL (as and when required) in respect of its obligation towards Land Acquisition and Rehabilitation and Resettlement activities under its monthly reporting obligations. TVNL shall deploy its officials to oversee and review the said activities who may issue directions to the MDO for compliance and such directions/directives shall be binding on the MDO.</p>	<p>i.) Documented payment for R&amp;R as per details given below:-</p> <p>a) Documented payments to PAPs for assets on land, annuity, payment of grants as per State Government approved rates/TVNL's approved R&amp;R Plan/Policy and any other statutory payment to Authorities, State Government related to R&amp;R.</p> <p>b) Annuity/one time assistance payment in lieu of employment as per entitlement as per approved R&amp;R Plan of Jharkhand Government/TVNL R&amp;R Plan/RFCTLARR Act, 2013.</p> <p>c) Other compensation payments/grants as may be applicable as per approved State Government/RFCTLARR Act, 2013 such as</p> <ul style="list-style-type: none"> <li>• Self- resettlement grant</li> <li>• Shifting grant</li> <li>• Cattle shed grant, etc.</li> </ul> <p>d) Any other payments related to R&amp;R for area coming in 100 m of blasting zone, dump toe, etc., beyond mine boundary as per statutes based on recommendations/various</p>
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				<p>permissions of Govt./Regulatory Authorities related to development and operation of Rajbar E&amp;D Coal block shall be borne by TVNL.</p> <p>e) All documented payments including payments to squatters, forest dwellers as per Govt. norms, claimants certified under FRA 2006 and to encroachers certified by state Govt. for GMJJ land, GM land to be done by TVNL.</p> <p>MDO shall update, appraise and obtain approval of TVNL (as and when required) in respect of its obligation towards Land Acquisition and Rehabilitation and Resettlement activities under its monthly reporting obligations.</p>				
6	<p>Bid Document – Chapter 9 and</p> <p>Coal Mining Agreement – Schedule P</p>			<p>2) Rehabilitation &amp; Resettlement</p> <p>Broad scope division between TVNL &amp; MDO for Rehabilitation &amp; Resettlement is given below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="2" style="text-align: center;"><b>Scope Division between MDO and TVNL</b></th> </tr> <tr> <td style="text-align: center;"><b>MDO</b></td> <td style="text-align: center;"><b>TVNL</b></td> </tr> </table>	<b>Scope Division between MDO and TVNL</b>		<b>MDO</b>	<b>TVNL</b>
<b>Scope Division between MDO and TVNL</b>								
<b>MDO</b>	<b>TVNL</b>							

				<ul style="list-style-type: none"> <li>• The MDO shall assist TVNL in implementation of Rehabilitation and Resettlement activities as per the Approved R&amp;R Plan/Scheme, including construction of R&amp;R Township, Infrastructure Facilities at R&amp;R site, employment of eligible PAPs, Payment of Compensations, Annuity to eligible PAFs (Project Affected Families) as per Approved R&amp;R</li> </ul>	<ul style="list-style-type: none"> <li>• Documented payment for R&amp;R as per details given below:-</li> <li>• Documented payments to PAPs for assets on land, annuity, payment of grants as per State Government approved rates/TVNL's approved R&amp;R Plan/Policy and any other statutory payment to Authorities, State Government related to R&amp;R.</li> <li>• Annuity/one time assistance payment in lieu of employment</li> </ul>
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				<p>Policy / Scheme of the State etc.</p> <ul style="list-style-type: none"> <li>• To engage PAPs in discussion and to win them over as partners of the R&amp;R plan.</li> <li>• The MDO shall make arrangement for shifting of PAPs wherever required.</li> <li>• The MDO shall provide assistance to PAPs in relocation.</li> <li>• The MDO shall have interaction with PAPs, other stake holders, District Administration, Local Bodies, etc. for</li> </ul>	<p>as per entitlement as per approved R&amp;R Plan of Jharkhand Government/TV NL R&amp;R Plan/RFCTLAR R Act, 2013.</p> <ul style="list-style-type: none"> <li>• Other compensation payments/grants as may be applicable as per approved State Government/RF CTLARR Act, 2013 such as</li> <li>• Self- resettlement grant</li> <li>• Shifting grant</li> <li>• Cattle shed grant, etc.</li> </ul>
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				<p>disbursement of the compensation for assets and on account of R&amp;R including Annuity, Self-Resettlement Grant, Cattle Shed Grant, Shifting Grant, etc.</p> <ul style="list-style-type: none"> <li>• The MDO shall provide all unskilled and semi-skilled direct employment created in the project to the members of affected families, subject to availability and suitability in line with</li> </ul>	<ul style="list-style-type: none"> <li>• Any other payments related to R&amp;R for area coming in 100 m of blasting zone, dump toe, etc., beyond mine boundary as per statutes based on recommendation s/various permissions of Govt./Regulatory Authorities related to development and operation of Rajbar E&amp;D Coal block shall be borne by TVNL.</li> <li>• All documented payments including payments to squatters, forest dwellers as per Govt. norms,</li> </ul>
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				<p>Jharkhand R&amp;R policy.</p> <ul style="list-style-type: none"> <li>• To evolve and assist TVNL in carrying out community development activities meeting the needs of local population as well as meeting the statutory provisions.</li> <li>• The MDO shall demolish houses/building /other infrastructure within mine and pipe conveyor or railway corridor.</li> <li>• Collection of KYC, certification from CO, DLAO and</li> </ul>	<p>claimants certified under FRA 2006 and to encroachers certified by state Govt. for GMJJ land, GM land to be done by TVNL.</p>
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				<p>annuity support as per policy of TVNL.</p> <ul style="list-style-type: none"> <li>• HEMM Operator Training to PAPs- <ul style="list-style-type: none"> <li>a) The MDO shall conduct training programs for unemployed PAPs for HEMM Operator Training as a part of community development and engagement activities within the project area as per</li> </ul> </li> </ul>	
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				<p>directions of TVNL.</p> <p>b) The minimum education qualifications and requisite driving license shall be compulsory for HEMM operator training.</p> <p>c) The minimum eligibility criteria shall be finalized in line with prevalent norms and consultation with TVNL from time to</p>	
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				<p>time. The list of training programs shall be finalized as per directions of TVNL.</p> <ul style="list-style-type: none"> <li>• The MDO shall assist TVNL in implementation of Rehabilitation and Resettlement activities as per the Approved R&amp;R Plan/Scheme, including construction of R&amp;R Township, Infrastructure Facilities at R&amp;R site, employment of</li> </ul>	
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				eligible PAPs, Payment of Compensations, Annuity to eligible PAFs (Project Affected Families) as per Approved R&R Policy / Scheme of the State etc.	
7	Coal Mining Agreement and Corrigendum 9.	Clause 5.14 Coal Handling, Transportation and Coal Evacuation Arrangement	As the Approved Mining Plan warrants, surface miner(s) are to be deployed for the purpose of excavation of Coal. The surface miner will cut coal and size it to -100 mm size to -250 mm. The Cut coal will later transported to Mobile Hoppers through feeder to CHP area. The Face coal obtained will be crushed to -50 mm size through CHP which will be further transported from the CHP area to the proposed railway siding near Chetar Railway Station through Tube conveyor. For this purpose, MDO shall construct, operate & maintain, at its own cost, conveyor system of adequate capacity to transport the coal and load the same into railway wagons and arrange for further transport of the same to TVNL's End use Plants in accordance with	As the Approved Mining Plan warrants, surface miner(s) are to be deployed for the purpose of excavation of Coal. The surface miner will cut coal and size it to -100 mm size to -250 mm. The Cut coal will later transported to Mobile Hoppers through feeder to CHP area. The Face coal obtained will be crushed to -50 mm size through CHP which will be further transported from the CHP area to the proposed railway siding near Chetar Railway Station through Tube conveyor. For this purpose, MDO shall construct, operate & maintain, at its own cost, conveyor system of adequate capacity to transport the coal and load the same into railway wagons and arrange for further transport of the same to TVNL's End use Plants in accordance with the provisions of	

			<p>the provisions of the Bid Document and the Coal Mining Agreement.</p>	<p>the Bid Document and the Coal Mining Agreement.</p> <p>Provided that the approved Mining Plan warrants the installation of a tube conveyor with a route length of approximately 13.7 km from the CHP to Chetar Railway Station for coal evacuation, TVNL at its discretion shall undertake this task through MDO or by appointing another agency for the installation of Tube Conveyor. The cost for the installation of the tube conveyor will be borne by TVNL in twelve equated installment after completion of activity or as decided mutually. However, the MDO will finance, design, construct, operate, and maintain all other facilities, including the CHP, Railway sidings, civil works, electricals etc, and other evacuation facilities, as per the approved mining plan or as directed by TVNL at its own cost &amp; expenses excluding the cost of the tube conveyor installation.</p> <p>If during the actual execution of mining or in the near future for any reasons whatsoever, it becomes necessary to lay a dedicated rail track, including electric lines and electrical plants,</p>
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				<p>for operation of trains from the Mines to the railway network near the coal block that connects it to the Chetar Railway Siding or any other Railway Siding as proposed by TVNL, making the tube conveyor redundant, the MDO shall assist TVNL for laying/ construction of the railway track system as per directives of Government.</p> <p>Provided that the construction of the Rail Track, if applicable, is kept optional for the TVNL. The TVNL may construct the Rail Track at its own cost and responsibility or the Rail Track may be constructed by the MDO and the cost of construction shall be reimbursed by the TVNL. If the second option is undertaken, TVNL shall reimburse the same to MDO in twelve equated instalments after completion of activity or as decided mutually.</p> <p>Till the construction of such Coal Evacuation facilities upto Chetar Railway Station, if it is necessary to transport the coal through Road, MDO shall carry out the same with prior approval of TVNL and TVNL will reimburse the MDO for the external surface transportation charges and loading charges for wagon loading as per the prevailing CCL</p>
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				published rates applicable in CCL-operated mines in Jharkhand.
8	Coal Mining Agreement	Clause 5.12 Obligations after closure of mining	Mine Developer and Operator is required to undertake the Progressive Mine Closure Activities of the mine during the Contract Period at its sole cost and expense. If mutually agreed, extension of the Contract Period for a further period of 20 years is executed by and between the Mine Developer and Operator and TVNL, then Mine Developer and Operator shall also undertake all activities for Progressive/Final Mine Closure of the mine and restoration of the Site in accordance with the requirements of this agreement, the approved Mine Plan/ Mine Closure Plan, the Applicable Laws and Standard Industrial Practice. For avoidance of doubt, it is clarified that the TVNL shall be responsible for undertaking the final Mine closure at its cost and expense in the event that such final Mine closure occurs at any time after Termination of this Agreement. However, in such case the balance amounts available in the Escrow Account as on the date of Termination of this Agreement shall not be reimbursed to	<p>In the event that the Mine Operator is required to undertake a final mine closure of the Mines during the Contract Period, the Mine Operator shall, at its sole cost and expense, undertake all activities for final mine closure of the Mines.</p> <p>Within the Contract Period any costs and expenses related to mine closure (progressive and final) including third party cost shall be borne by the Mine Operator.</p> <p>For avoidance of doubt, it is clarified that the Authority shall be responsible for undertaking the final mine closure at its cost and expense in the event that such final mine closure occurs at any time after the expiry or termination of this Agreement.</p> <p>In the event that final mine closure occurs at any time after the expiry of this Agreement, an amount equal to the balance amount of the escrow account opened in accordance with Clause 5.13 of this Agreement, after settlement of all periodic claims in accordance with Applicable Laws, shall be paid to the Mine Operator by the Authority, provided that the</p>

			<p>the MDO and the same shall be utilised by TVNL.</p> <p>In the event the final Mine closure activities commences before expiry of the Contract Period, but cannot be concluded within the then existing Contract Period; then at the discretion of TVNL, the Contract Period shall be mandatorily extended for such further duration as may be required for the completion of the final Mine closure activities. The MDO shall be bound to perform all its obligations under this Agreement including its obligation of concluding the Mine closure activities during such extended Contract Period.</p>	<p>Mine Operator has undertaken and completed the progressive restoration of the Mines as per Mine Closure Plan to the full satisfaction of the Authority.</p>
9	Coal Mining Agreement	Clause 5.13 Obligations relating to progressive restoration	<p>The Mine Developer and Operator shall, in conformity with approved Mine Closure Plan, Applicable Laws and Standard Industry Practice, undertake progressive restoration of the Site wherever any part of the Site can be restored and closed upon completion of excavation in such part.</p> <p>The MDO on behalf of TVNL shall open, maintain and deposit the yearly amount</p>	<p>The Mine Developer and Operator shall, in conformity with approved Mine Closure Plan, Applicable Laws and Standard Industry Practice, undertake progressive restoration of the Site wherever any part of the Site can be restored and closed upon completion of excavation in such part.</p> <p>TVNL shall open a fixed deposit escrow account along with Coal Controller Office as</p>

			<p>against mine closure cost in Escrow Account as required by Coal Controller, Ministry of Coal, as detailed in the Mine Plan and Mine Closure Plan and any penalty due to default on payment in Escrow Account shall be borne by MDO.</p> <p>The Mine Developer and Operator shall maintain proper records of all costs and expenses incurred by it in relation to the progressive restoration of the Site and upon request from TVNL, the Mine Developer and Operator shall furnish to TVNL all details and supporting documents, as may be necessary or required by TVNL to seek reimbursement of such costs and expenses from the concerned Government Instrumentalities and the amount so reimbursed by the Government Instrumentality will be reimbursed to the Mine Developer and Operator.</p> <p>In the event of Termination of this Agreement, the balance amounts available in the Escrow Account as on the date of Termination of this Agreement shall not be reimbursed to the MDO and the same shall be utilized by TVNL.</p>	<p>per the guidelines of Mine Closure Plan. TVNL shall deposit the requisite yearly amount in the escrow account and recover from Mine Operator, the yearly amount so deposited from the Monthly Invoices raised by the Mine Operator in 12 (twelve) equal installments within 1 (one) year.</p> <p>The Mine Developer and Operator shall maintain proper records of all costs and expenses incurred by it in relation to the progressive restoration of the Site and upon request from TVNL, the Mine Developer and Operator shall furnish to TVNL all details and supporting documents, as may be necessary or required by TVNL to seek reimbursement of such costs and expenses from the concerned Government Instrumentalities and the amount so reimbursed by the Government Instrumentality will be reimbursed to the Mine Developer and Operator.</p>
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10	Bid Document	<p>Clause 2.14</p> <p>MDO Responsible for Mine Closure:</p>	<p>MDO shall at its own cost, be responsible to carry out progressive &amp; final mine closure activities of the project as per the approved Mine Closure Plan for which the MDO has to initiate action as per the MoC guidelines/ instructions issued by the concerned authority(ies) appointed for the purpose. MDO shall also ensure strict compliance with the provisions of any new law, regulation, rule, notification, policy or any order by any Authority or any amendment in any existing law, regulation, rule, policy etc. in regard to the closure of the Mine.</p> <p>MDO on behalf of TVNL shall open, maintain and make payments to Escrow Account with Coal Controller, Ministry of Coal for the Mine closure Activities and any penalty due to default on payments in Escrow account shall be borne by MDO.</p> <p>All expenditure for Mine Closure Plan and Escrow Account including the periodic deposit of the funds to be made in the Escrow Account shall be borne by the MDO. On periodic completion of mine closure activities, the MDO shall submit its reports and assist</p>	<p>The Mine Developer and Operator shall, in conformity with approved Mine Closure Plan, Applicable Laws and Standard Industry Practice, undertake progressive restoration of the Site wherever any part of the Site can be restored and closed upon completion of excavation in such part.</p> <p>TVNL shall open a fixed deposit escrow account along with Coal Controller Office as per the guidelines of Mine Closure Plan. TVNL shall deposit the requisite yearly amount in the escrow account and recover from Mine Operator, the yearly amount so deposited from the Monthly Invoices raised by the Mine Operator in 12 (twelve) equal installments within 1 (one) year.</p> <p>The Mine Developer and Operator shall maintain proper records of all costs and expenses incurred by it in relation to the progressive restoration of the Site and upon request from TVNL, the Mine Developer and Operator shall furnish to TVNL all details and supporting documents, as may be necessary or required by TVNL to seek reimbursement of such costs and expenses from the concerned Government Instrumentalities and the amount so reimbursed by the Government</p>
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			<p>TVNL in submitting claims in the prescribed format to the Coal Controller, Ministry of Coal (MoC) and upon receipt of claimed amount, TVNL will reimburse the same to MDO.</p>	<p>Instrumentality will be reimbursed to the Mine Developer and Operator.</p> <p>In the event that the Mine Operator is required to undertake a final mine closure of the Mines during the Contract Period, the Mine Operator shall, at its sole cost and expense, undertake all activities for final mine closure of the Mines.</p> <p>Within the Contract Period any costs and expenses related to mine closure (progressive and final) including third party cost shall be borne by the MDO.</p> <p>For avoidance of doubt, it is clarified that TVNL shall be responsible for undertaking the final mine closure at its cost and expense in the event that such final mine closure occurs at any time after the expiry or termination of the Coal Mining Agreement.</p> <p>In the event that final mine closure occurs at any time after the expiry of Coal Mining Agreement, an amount equal to the balance amount of the escrow account opened in accordance with Clause 2.14, after settlement of all periodic claims in accordance with Applicable Laws, shall be paid to the MDO by TVNL, provided that the Mine Operator has</p>
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				undertaken and completed the progressive restoration of the Mines as per Mine Closure Plan to the full satisfaction of the Authority.
11	Coal Mining Agreement	Clause 47.1.1	The MDO shall endeavour to deploy state-of-the-art and new equipment, plant and machinery at the Mine in line with the prescribed configuration and population as per the approved mining plan. However during initial two years from the date of signing of this Agreement, and with the sole purpose of covering the lead time of procurement, the MDO, with due prior written approval from TVNL, may deploy used/leased equipment, for a limited period of two years only, which is capable of yielding the desired level of performance and productivity, in line with the prescribed configuration and population as per the approved mining plan.	The MDO shall endeavour to deploy state-of-the-art and new equipment, plant and machinery at the Mine in line with the prescribed configuration and population as per the approved mining plan or MDO, with the [prior] written permission of the TVNL, may deploy the smaller size equipment than that is provided in the approved Mining Plan, but the minimum size of excavator shall be 3 m <sup>3</sup> with matching capacity dumper/ tipper or higher combination size. However, deployment must be in accordance with Applicable Law, Standard Industry Practice, provisions for mine safety and permission of the relevant Government Instrumentality in order to achieve the Target Production of 10 MTPA or as directed by TVNL. Consequential implications due to deviation (if any) shall be the sole responsibility of the MDO.
12	Coal Mining Agreement	Clause 47.2	(a) The MDO shall periodically submit a written report to TVNL, on the status of the procurement / commissioning of the equipments like placement of the orders,	Clause 47.2 is Omitted.

		<p>Penalties for not deploying new equipment</p>	<p>payments to the equipment suppliers, make-wise and model-wise etc., duly corroborated with documentary proof to support the same.</p> <p>(b) The Additional Performance Security, furnished by the MDO in compliance of the Clause 47.1(b)(4) above shall be released on satisfactory complying with the condition of 100 % deployment of new equipment, within the prescribed time-period of two years. This release shall be effected by TVNL within 60 days of commissioning of the last set of equipment, provided it falls within the prescribed period of two years date of signing of this Agreement.</p> <p>(c) In case, the new equipment is deployed, only partially, by the MDO up to the end of two years from the date of signing of this Agreement, for the reasons beyond his control and to the satisfaction of TVNL, TVNL may allow a maximum grace period of three months beyond the stipulated two years, for procurement of the balance equipments. However, in such case, the MDO shall be liable to pay the Damages at the rate of 0.1% of the Performance Security against each week's delay beyond the permitted period of two years. The same shall be adjusted from</p>	
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			<p>the above said Additional Performance Security.</p> <p>(d) The above said Additional Performance Security, furnished by the MDO, shall be released after due appropriation as described above.</p> <p>(e) In case, the MDO fails to deploy new equipment at all by the end of two years from the date of signing of this Agreement, the entire amount of Additional Performance Security submitted shall be forfeited.</p>	
13	Bid Document	<p>Clause 5.2</p> <p>Contents of the Price Proposal</p>	<p><b>Description –</b></p> <p>Base Coal Mining Charge (BCMC) shall include all costs but not limited to costs towards all Pre-commencement activities for commencement of production and carrying out entire mining activity viz. Development and Operation of Mine, Mine Closure, Internal transportation including cost towards construction, strengthening, widening and maintenance of road required within the mine and access to the Mine for coal transportation up to the coal stockyard, Construction, operation and maintenance of Coal Handling Plant including truck unloading hoppers, belt</p>	<p><b>Description –</b></p> <p>Base Coal Mining Charge (BCMC) shall include all costs but not limited to costs towards all Pre-commencement activities for commencement of production and carrying out entire mining activity viz. Development and Operation of Mine, Mine Closure, Internal transportation including cost towards construction, strengthening, widening and maintenance of road required within the mine and access to the Mine for coal transportation up to the coal stockyard, Construction, operation and maintenance of Coal Handling Plant including truck unloading hoppers, belt</p>

			<p>Conveyor / Main trunk conveyors, feeders, weighment system, Long distance tube conveyors, ground storage bunker, transfer houses, rapid loading silos (concrete type) and other facilities for evacuation of Coal Upto Delivery Point Construction and maintenance of Buildings of TVNL &amp; MDO, Workshops, Installation, operation &amp; maintenance of Long Distance Tube conveyor upto chetar Railway siding, construction, operation &amp; maintenance of chetar Railway siding and other associated works etc. as per the Scope of works stipulated in Chapter 9 of this Bid Document and other details as given in this Bid Document and the Coal Mining Agreement in (Rs. / T of ROM Coal) – Base Coal Mining Charge.</p>	<p>Conveyor / Main trunk conveyors, feeders, weighment system, ground storage bunker, transfer houses, rapid loading silos (concrete type) and other facilities for evacuation of Coal Upto Delivery Point, Construction and maintenance of Buildings of TVNL &amp; MDO, Workshops, and other associated works etc. as per the Scope of works stipulated in Chapter 9 of this Bid Document and other details as given in this Bid Document, the Coal Mining Agreement and its subsequent Corrigendum (s) in (Rs. / T of ROM Coal) – Base Coal Mining Charge.</p>
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*Note : The above mentioned amendments shall be considered as whole in Bid Document & Appendices and Coal Mining Agreement & Schedules.*

Response to Pre-Bid Queries against E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 is enclosed herewith.

Sd/-  
(Rajesh Ranjan)  
ESE(P&S)

**Enclosure** : As stated above.

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

S.N.	Reference Document	Clause and Page Reference	Existing Provision / Corrigendum 9	Proposed Modification / Clarification Required	Justification of Bidder	Reply of TVNL
1	Bid Document and Corrigendum 9	Clause 7.4 (1) Earnest Money Deposit, Page No. 63.	The Bidder shall furnish, along with its Project Proposal as a part of the Responsive Check Document, an EMD for an amount of INR 20.98 Crores (Indian Rupees Twenty Crores and Ninety Eight Lakhs Only), i.e. 0.5% of the Total Project Cost, to TVNL initially valid for a period of 45 Days beyond the Bid Validity Period in a separate sealed envelope in the form of bank guarantee(s).	EMD amount shall be reduced from Rs 20.98 Crs to Rs 5.0 Crs.	In other MDO tenders issued by all CIL subsidiaries, the EMD amount is limited to ₹ 2 crores, regardless of the total project cost and production capacity.  However, in the recent tender granted by MCL (CIL) for Bhubneshwari and Siarmal OCP (50 MTPA), the EMD is set at only 2 Cr.  Therefore, a 5 crore EMD is appropriate to attract bidders who are both technologically and financially capable.	Refer Corrigendum 11.
2	Bid Document and Corrigendum 9.	Clause 7.5 (2) Performance Security, Page No. 65.	The Performance Security to be submitted to TVNL shall be for an amount equivalent to <b>INR 125.87 Crores (Indian Rupees One Twenty Five Crores and Eighty Seven Lakhs Only)</b> , i.e. <b>3% of the Total Project Cost</b> , in accordance with the terms and conditions as mentioned in the	Performance Bank guarantee amount shall be reduced from <b>INR 125.87 Crores (Indian Rupees One Twenty Five Crores and Eighty Seven Lakhs Only)</b> , i.e. <b>3% of the Total Project Cost</b> , to	In similar MDO tenders issued by NTPC and CIL subsidiaries, the Performance Security amount is typically capped at 3% to 5% of the annualized contract value which is approximately 60-70 crore to the MDO in the	Refer Corrigendum 11.

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			Coal Mining Agreement. The Performance Security shall be renewed / extended so as to remain valid for the entire term as stated in the Coal Mining Agreement. It shall have a minimum initial validity period of no less than ninety (90) days beyond the 5th anniversary of the date of signing of the Agreement and shall be renewed / extended in steps of three (3) years, at least three (3) months prior to the expiry of the earlier validity.	3% to 5 % of Annual Contract Value  <i>(The estimated annual contract value shall be: Mining Fee (Rate per Tonne of Coal) quoted by the bidder multiplied by 10 Million Tonnes i.e. peak annual rated capacity of the mine).</i>	form of a Bank Guarantee is justified to ensure faithful performance of contractual obligations as per the CMA.  Therefore, it is advisable to limit the Performance Security to 3% to 5% of the annualized contract value. This adjustment would alleviate the financial burden on the MDO, allowing the reduced amount to be utilized for the development of project-specific assets.	
3	Coal Mining Agreement and Corrigendum 9.	Clause 5.15 Land Acquisition and Rehabilitation and Resettlement (R&R), Page Nos.39-42.	The Mine Developer and Operator shall be responsible for all the activities towards land acquisition for mining and its ancillary activities, and also for R&R site, R&R of the PAFs/ PAs as per the approved R&R plan of the State/Central Government or as settled with the land owners. All notifications with respect to applicable Land Acquisition Act(s) shall be in the name of TVNL and TVNL shall be the owner/lessee in respect of the entire land acquired for the	As per the details provided in Mining Plan approved during 2018, regarding no. of people to be rehabilitated, 4 villages exist on the proposed mine area with 550No of families with an estimated population of 3000 persons.  The above status provided pertains to the year 2018 and this numbers are increased since then as the Mine	This practice is being followed in every similar tender floated including Chatti Bariatu, Kerandari A etc. by NTPC for the development and operation of their coal blocks.  <i>It's worth noting that even in the Banardih OCP of PVUNL (12 MTPA) and Tubed OCP DVC (6 MTPA), which are adjacent to the Rajbar E&amp;D, it's specified that the Authority will bear all</i>	Refer Corrigendum 11.

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>Project. TVNL shall only assist the Mine Developer and Operator in applying for such notifications. The MDO shall on behalf of TVNL acquire and take physical possession and bear entire cost of all the private, Government and forest land free from all encumbrances in phases for Mining and other purposes including land required for Coal evacuation, R&amp;R Colony, identified area for the purposes like compensatory afforestation internal approach road from state highway to Mine entry, Coal Handling Conveyor System (as per the norms of environment) etc. including the land/right of way for setting up the conveying system and other purposes as and when required, and other infrastructural facilities including land required for the proposed Railway Siding at Chetar railway station which is to be constructed by Mine Developer and Operator. TVNL shall bear the cost for all types of land, i.e. Government, Forest and Tenancy and shall directly pay to the concerned Government Instrumentality, the cost or net</p>	<p>Plan was prepared in the year 2018.</p> <p>Hence, it is not possible to estimate the number of PDF currently exist in the proposed Mining area for preparation of cost estimates for bidding. Therefore, it is requested to modify the clause such that MDO shall bear all the expenditure for the completion of all the R&amp;R activities including providing employment to the eligible PAPs.</p> <p>It is requested to modify the clause such that TVNL shall bear all the expenditure for the completion of all the R&amp;R activities including expenditure for land acquisition, construction of R&amp;R colony and taking up all the other activities as per approved R&amp;R Policy.</p>	<p><i>documented costs for R&amp;R, including annuity payments, one-time assistance, and R&amp;R colony as per Jharkhand LARR rules. The MDO will assist in these R&amp;R activities.</i></p>	
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**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>present value of such land, as the case may be. For avoidance of any doubt, TVNL shall be the owner/lessee in respect of the land acquired for the Project. Mine Developer and Operator shall be responsible for liaisoning, coordination and follow up with concerned authorities for obtaining all pending clearances, NoCs, approvals etc. including those which shall be required in the future. Mine Developer and Operator shall be responsible for obtaining physical possession of land free from any encumbrance and encroachment for mining activities and other purposes. Mine Developer and Operator shall ensure physical possession of land in compliance to the Efficiency Parameters as per the Allotment Agreement. The above shall include activities such as assistance in valuation of assets on land, negotiations/liaising with District Administration, State and Central Government, interactions with PAFs/PAPs, squatters/forest dwellers etc. for obtaining various</p>	<p>However, MDO shall assist TVNL in implementation of the same and shall provide employment to the PDFs basing on MDO scope of work and also on the competency of the suitable persons available for such position. It is requested to modify the clause accordingly.</p>		
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**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>approvals/clearances, assistance for disbursement of compensation payments to PAPs shall be in the scope of MDO.</p> <p>MDO shall also be responsible for land acquisition for R&amp;R site, R&amp;R of the PAFs/ PAPs as per the approved R&amp;R Policy of the State Government or as settled with the land owners. Further, MDO shall also be responsible for approval of the R&amp;R policy by the Statutory Authority. The MDO as Pure Agent shall undertake all R&amp;R activities as per approved R &amp; R plan / scheme including construction of R &amp; R Township, Infrastructure Facilities at R&amp;R site, employment of eligible PAPs, Payments of Compensations, Annuity to PAFs as per approved R &amp; R policy / scheme of Jharkhand State etc.</p> <p>TVNL shall provide only the necessary and reasonable assistance to the MDO in the process of Land Acquisition and Rehabilitation and Resettlement (R&amp;R) and MDO shall update, appraise and obtain approval of TVNL (as and when required) in</p>			
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**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>respect of its obligation towards Land Acquisition and Rehabilitation and Resettlement activities under its monthly reporting obligations. TVNL shall deploy its officials to oversee and review the said activities who may issue directions to the MDO for compliance and such directions/directives shall be binding on the MDO.</p> <p>1)Further, the R&amp;R policy shall be followed by the MDO in such a manner that it does not contradict LARR, 2013 and policy of Government of Jharkhand (including the amendments made to it from time to time). MDO shall be responsible for Costs of R&amp;R Benefits/compensations as per R&amp;R Policy of Jharkhand and further Amendments. Cost of financing and construction of R&amp;R Colony for Rajbar E&amp;D and any incidental expenses linked to R &amp; R Colony shall be borne by MDO. MDO shall undertaking the Rehabilitation and Resettlement of the PAPs in accordance with Applicable Laws.</p>			
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**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>R&amp;R Survey, Discussion with PAPs, preparation and obtaining approval of the R&amp;R Plan, R&amp;R of project affected families in accordance with approved R&amp;R Plan.</p> <p>2)The Social Impact Assessment (SIA) study and Appraisal of SIA by an expert group carried out as per Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013/Land Acquisition and R&amp;R Act of Government of Jharkhand State and also prepare Social Impact Management Plan and its approval.</p> <p>3)The Mine Developer and Operator shall provide preferential employment / facilitation for employment to eligible Project Affected Persons who are eligible for employment as per project requirement on best effort basis either directly or indirectly as per the extant R&amp;R Policy of the Government of Jharkhand.</p> <p>4)MDO shall make arrangement for education and health care of PAPs under CSR guidelines.</p>		
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**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>5) Liaisoning with PAPs during disbursement of compensations</p> <p>6) Documented Cost of financing and construction of R &amp; R Colony for Rajbar E &amp; D and any incidental expenses linked to R &amp; R Colony.</p> <p>7) Any other activities incorporated under the approved R &amp; R Policy.</p> <p>TVNL shall provide only the necessary and reasonable assistance to the MDO in the process of Land Acquisition and Rehabilitation and Resettlement (R&amp;R).</p> <p>MDO shall update, appraise and obtain approval of TVNL (as and when required) in respect of its obligation towards Land Acquisition and Rehabilitation and Resettlement activities under its monthly reporting obligations. TVNL shall deploy its officials to oversee and review the said activities who may issue directions to the MDO for compliance and such directions/directives shall be binding on the MDO.</p>			
4	Coal Mining Agreement	Clause 5.14	As the Approved Mining Plan warrants, surface miner(s) are to	It is requested to modify the clause such that	In many tenders issued by other Public Sector	Refer Corrigendum 11.

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

<p>and Corrigendum 9.</p>	<p>Coal Handling, Transportation and Coal Evacuation Arrangement, Page No.39.</p>	<p>be deployed for the purpose of excavation of Coal. The surface miner will cut coal and size it to -100 mm size to -250 mm. The Cut coal will later transported to Mobile Hoppers through feeder to CHP area. The Face coal obtained will be crushed to -50 mm size through CHP which will be further transported from the CHP area to the proposed railway siding near Chetar Railway Station through Tube conveyor. For this purpose, MDO shall construct, operate &amp; maintain, at its own cost, conveyor system of adequate capacity to transport the coal and load the same into railway wagons and arrange for further transport of the same to TVNL's End use Plants in accordance with the provisions of the Bid Document and the Coal Mining Agreement.</p>	<p>TVNL shall pay a lump sum amount which is exclusive of mining fee/Te for the Infrastructure developmental works.</p> <p><b>TVNL is requested to provide clarification on who will cover the costs of pipeline construction cost incl of Silo &amp; RLS up to Chetar Railway siding in accordance with the approved mining plan, and until its commissioning, whether will be compensated for transportation and loading charges up to Chetar railway siding at prevailing industry rates?</b></p> <p><b>Additionally, TVNL is encouraged to elaborate on the coal evacuation methods employed by NTPC and DVC to their EUP, whether by railway or</b></p>	<p>Undertakings (PSUs) such as NTPC, the MDO is typically responsible for developing necessary infrastructure. However, the owner is obligated to cover the costs or provide reimbursement for this expenditure, or alternatively, offer an advance payment for the construction. These expenses are separate from the Mining Fee.</p> <p>Additionally, till construction of Coal evacuation arrangement, transportation and loading charges are paid in accordance with prevailing industry standards, in addition to the Mining Charge.</p>	
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**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

				<b>road. This information will facilitate collaborative planning for efficient coal evacuation by all stakeholders.</b>		
5	Bid Document.	Page No 34 Clause No 2.14/  MDO Responsible for Mine Closure	Reimbursement of the Mine Closure cost to the MDO from the escrow account, which is reimbursed by the CCO to TVNL.	TVNL shall open an Escrow account and deposit requisite amount towards Mine closure activities. MDO shall take all the mine closure activities during the course of contract period.  It is request to modify the clause accordingly.	The total life of the coal mine is 48 yrs. Whereas the contract period in 30 Yrs. MDO shall take up the Progressive Mine Closure activities during contract period.  Since the contract period is limited to 30 Yrs, all the major mine closure activities after closure of the contract period shall be kept in the scope of TVNL and related amount during contract period to be deposited in the Escrow account shall be done by TVNL.	Refer Corrigendum 11.
6	Coal Mining Agreement	Clause No:22.3 /Page No.102	<b>Delivery Point –</b> It is expressly agreed by the Mine Developer and Operator that unless otherwise authorised in writing by TVNL, all Coal excavated and produced by the Mine Developer and Operator shall be delivered by the Mine	Please define delivery points, viz., Truck loading point on the pit head / at stock yards, loaded into the railway wagons at siding, etc. MDO cannot agree for a delivery point that is	In all the similar tenders floated by PSUs like CIL, NTPC, NALCO etc., the ‘Delivery Point’ was kept at mine end CHP/loading into Railway wagons at the mine end Dispatch Point.	Bid Condition shall prevail.

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			Developer and Operator only at the Delivery Points and solely to TVNL or its nominees, and to no other person.	160 Km's away from the mine as no resources for such undertaking are available with MDO. "Delivery Point" shall mean coal loading into Trucks / Railway wagons at mine end dispatch point.																		
7	Coal Mining Agreement	Clause No. 22.6.1/ Page 106	<p>The Coal Delivered by the Mine Developer and Operator shall be measured for quality compliance on rake to rake basis as against specified quality parameters as below:</p> <table border="1"> <thead> <tr> <th>S N</th> <th>Parameter</th> <th>Specified Value</th> <th>Rejection</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Gross Calorific Value (Equilibrated Basis)</td> <td><math>G_{avg} = (G_i - 150Kcal/Kg)</math></td> <td>-</td> </tr> <tr> <td>2</td> <td>Ash Content(ADB)</td> <td>upto 34%</td> <td>above 34%</td> </tr> <tr> <td>3</td> <td>Total Moisture</td> <td>upto 10%</td> <td>-</td> </tr> </tbody> </table>	S N	Parameter	Specified Value	Rejection	1	Gross Calorific Value (Equilibrated Basis)	$G_{avg} = (G_i - 150Kcal/Kg)$	-	2	Ash Content(ADB)	upto 34%	above 34%	3	Total Moisture	upto 10%	-	<p>Considering the fact that, by extracting coal from multiple seams may lead to coal contamination, in similar tenders floated by NTPC, provision is made by relaxing upto 10% of dilution.</p>	<p>Rajbar Coal block consists of as many as 19 seams of various thickness including thin seams. While extracting the thin seams, although sufficient care is taken, there is possibility of contamination of coal from thin seams with overburden parting</p>	<p>Bid Condition shall prevail.</p>
S N	Parameter	Specified Value	Rejection																			
1	Gross Calorific Value (Equilibrated Basis)	$G_{avg} = (G_i - 150Kcal/Kg)$	-																			
2	Ash Content(ADB)	upto 34%	above 34%																			
3	Total Moisture	upto 10%	-																			

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			4	Size of Coal	upto100 mm* (ASTM standard)	above 100 mm* (ASTM standard)			
8	Coal Mining Agreement	Approved Mine Plan Page No: 51/ Summarised data	Approved Mine Plan.			<p>MDO shall be allowed to deploy suitable type and capacity of equipment for meeting the targets as per the Contract agreement. If required MDO shall obtain required approvals from TVNL/ other statutory/government /other authorities /agencies.</p> <p>If required, considering the mining conditions and height and width of the benches, MDO shall modify the Mine Plan and obtain required approvals from Ministry of Coal or other competent authority as applicable.</p>	<p>In all the MDO tenders floated by NTPC &amp; CIL, suitable clause is provided such that with due approval of the competent authority, MDO can deploy equipment other than the configuration specified in Approved Mine Plan &amp; such deployed equipment should match with the bench geometry (bench width &amp; height) to meet the achieved target.</p> <p><b>If necessary, adjustments to the Mine Plan can be made by the MDO to accommodate mining conditions, bench dimensions, and other factors. Subsequent approvals from the Ministry of Coal or relevant competent</b></p>	Refer Corrigendum 11.	



**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

		Article 47 Deployment of Machinery	4) To this effect, the MDO agrees to submit an Additional Performance Security for an amount equivalent to 15Crores (Rupees Fifteen Crores Only), with validity period extending six (6) months beyond such period of 2 years from the date of signing of this Agreement.	To be deleted.	authority will be sought as applicable.  <b>The MDO has agreed to provide performance security as outlined in Article 9, and therefore, requesting an additional Performance Bank Guarantee (PBG) of 15 crore may not be necessary which will add additional financial burden on MDO.</b>	
9	Coal Mining Agreement	Page No: 264	Perform all activities related to (Concurrent) Progressive Mine Closure (PMCP), Final Mine Closure (FMCP), reclamation including re-handling of externally dumped OB as per the approved Mining plan, Mine Closure Plan and final EC.	As per Approved Mine Plan, upto 22 years of operation, 229 M.Cum of OB is being dumped in the temporary dumping area. From the year 23rd, this OB has to be re-handled and accommodated internally. The yearly re-handled quantity shall also be considered while arriving to the Stripping Ratio for that particular year.	MDO has to re-handle OB dumped in the initial years on the coal bearing area at later stage of the project for which MDO incur huge amount, Hence MDO has to be paid for the re-handling of OB.	Bid Condition shall prevail and Refer Corrigendum 11.
10	Bid Document	Bid Document	<b>Annexure-A-Format</b> of the Board Resolution for the	Regarding Bidding Company (Sole Bidder) there is no specific		CLARIFICATION:

**Response to Additional Pre- Bid Queries Against Notice Inviting E-Tender, Instruction to Bidders and Coal Mining Agreement for Selection of Mine Developer and Operator for Development and Operation of Rajbar E & D Coal Mine (10 MTPA) Auranga Coalfield in Latehar District, Jharkhand, India. Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

			<p>member providing technical support.</p> <p><b>Annexure-16</b>-Format for Board Resolution for taking Strength from Direct Subsidiary or Direct Holding Company and</p> <p><b>Annexure-17</b>-Format for Board Resolution for Other Members of the Bidding Consortium, but no specific format for Bidding Company.</p>	<p>Board Resolution format who have both Technical and Financial qualifications.</p> <p>Request your good self to provide Board Resolution Format for bidding Company (sole bidder).</p>		<p>In the various tender of similar nature of works it is observed that no specific format of Board Resolution have been asked from Sole Bidder along with the bids.</p> <p>Therefore, the Bidding Company (Sole Bidder) is requested to submit Board Resolution along with the Power of Attorney as per Applicable Laws.</p>
11	Bide Document	Bid Document	<p><b>APPENDIX 2:</b></p> <p>FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL FOR BIDDING AS BIDDING COMPANY</p>	<p>As the qualification Criteria (Technical) had been changed according to the corrigendum released dated 10.05.2024, request your good self to release amended formats accordingly.</p>		<p>The amended Appendices – 2, 3, 4 &amp; 8 are attached as <b>Annexure-1</b>.</p>

**APPENDIX 2:  
FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL FOR  
BIDDING AS BIDDING COMPANY**

*(The covering letter is required be submitted by the Bidder on its letterhead)*

Bidder's proposal ref. no. [\_\_\_\_\_]

Date: [\_\_\_\_\_]

From : \_\_\_\_\_  
 Bidder's Name and Address : \_\_\_\_\_  
 Details of Authorized Signatory : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Telephone Nos. : \_\_\_\_\_  
 Mobile No. : \_\_\_\_\_  
 Fax No. : \_\_\_\_\_  
 Email address : \_\_\_\_\_

To,

\_\_\_\_\_  
 \_\_\_\_\_

Dear Sir,

**Sub: Project Proposal for selection of a Mine Developer and Operator for  
development and operation of Rajbar E & D Coal Mine.**

1. [\_\_\_\_\_] <sup>47</sup> being a [\_\_\_\_\_] <sup>48</sup>, duly incorporated under the laws of [\_\_\_\_\_] <sup>49</sup> and having its registered office/ principal place of business at [\_\_\_\_\_] <sup>50</sup> (hereinafter referred to as the "**Bidder**") is hereby applying as a **Bidding Company**.
2. I confirm on behalf of the Bidder, that the Bidder has examined and understood the Technical Criteria and Financial Criteria stipulated in Clause 4.3.1 & 4.3.2 respectively of the Bid Document and confirm that the Bidder's Project Proposal is in conformity with all provisions of the Bid Document.

<sup>47</sup> Insert name of the Bidder.

<sup>48</sup> Insert the nature of the entity (i.e. Bidding Company).

<sup>49</sup> Insert the name of the jurisdiction in which the Company is incorporated.

<sup>50</sup> Insert the Principal place of business.

**PART A – TECHNICAL CRITERIA**

1. The Bidder has, in the preceding 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids developed and operated at least one opencast coal / lignite mine having coal / lignite mineable reserves of at least 150 million tonnes, and peak production capacity of at least 6 MTPA. Bidder should have produced at least 2 million tonnes of coal / lignite in any year from such coal / lignite mine.

A) In support of meeting the above mentioned Technical Criteria, the Bidder submits, the following qualification data and details along with documentary evidence:

<b>SN</b>	<b>Particulars<sup>51</sup></b>	<b>Mine details</b>
1	Name of the mine	
2	Location of the mine in detail	
3	Details of mine owner with contact details	
4	Mining Contract reference number and date.	
5	Mineral produced	Coal/ lignite*
6	Peak Annual Production capacity of the mine (MTPA)	
7	The scope of work includes the following activities of development of Coal/lignite mine:	
7a	[Land acquisition / assisted in Land Acquisition] <sup>52</sup>	Yes / No*
7b	[Land acquisition / assisted in Land Acquisition] <sup>53</sup> carried out on our own or through Subcontracting	Our own / Subcontracting
7c	[Rehabilitation & Resettlement / assisted in Rehabilitation& Resettlement] <sup>54</sup>	Yes / No*
7d	[Rehabilitation& Resettlement / assisted in Rehabilitation & Resettlement] <sup>55</sup> carried out on our own or through Subcontracting	Our own / Subcontracting

<sup>51</sup> Retain as applicable wherever (\*) has been provided.

<sup>52</sup> Retain as applicable.

<sup>53</sup> Retain as applicable.

<sup>54</sup> Retain as applicable.

<sup>55</sup> Retain as applicable.

7e	[Statutory clearances / assisted in statutory clearances ] <sup>56</sup>	Yes / No*
7f	[Statutory clearances / assisted in statutory clearances] <sup>57</sup> on our own or through Subcontracting	Our own / Subcontracting
7g	Infrastructure development of i) CHP ii) Buildings iii) Workshops	Yes / No* Yes / No* Yes / No*
7h	Infrastructure developed on our own or through Subcontracting	Our own / Subcontracting
8	The scope of work includes the following activities of operation of the Mine :	
8a	Drilling for blasting	Yes / No*
8b	Carried out drilling for blasting on our own or through Subcontracting	Our own / Subcontracting
8c	Hauling	Yes / No*
8d	Carried out hauling on our own or through Sub- contracting	Our own / Subcontracting
8e	Excavated the stipulated overburden and coal/lignite.	Yes / No*
8f	Excavated the stipulated overburden and coal/lignite on our own or through Sub- contracting.	
9	Period of production of Coal/lignite.	From [ ] To [ ]
9a	Coal/lignite produced in MT.	

For the Technical Criteria under clause 4.3.1 (A) the Bidder submits

- a) Copy of the contract agreement / Work Order clearly detailing scope of services;
- b) Current Statutory Auditor's certificate as well as the certificate from the mine owner certifying the peak rated capacity and mineable reserves of the mine;

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<sup>56</sup> Retain as applicable.

<sup>57</sup> Retain as applicable.

- c) Current Statutory Auditor's certificate as well as the certificate from the mine owner certifying the details of the overburden and coal/lignite production achieved in the time period under consideration;
- d) Statutory Auditor's certificate as well as the certificate from the owner certifying the development activities undertaken by the Bidder; and
- e) Annual returns filed to the Coal Controller of India.
- f) In case the Bidder is seeking qualification under Clause 4.3.1 A, the Bidder should submit certificates for activities of Land Acquisition and R&R / assisted in Land Acquisition and R&R, Statutory clearances and carried out 'Infrastructure development' on its own or through sub-contracting from the mine owner/ mine lessee. In addition to the above, certificates for activities of Land Acquisition, R&R, Statutory clearances and 'Infrastructure development', issued from the mine owner/mine lessee should be certified by the Statutory Auditor of the Bidder.

**OR<sup>58</sup>**

- B) <sup>59</sup>I confirm on behalf of the Bidder, that the Bidder as a Mining Contractor, has, in the preceding 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids, developed and operated coal / lignite mine and produced :
- i At least **25 Million BCM** of aggregated volume of overburden and/ or coal/ lignite from a maximum of **seven** open cast mines of Coal / Lignite, in any year.
  - ii At least 12.5 million BCM of composite volume of overburden and coal/lignite from a single open-cast mine in any year, out of which at least 2.50 million tonnes shall be coal/lignite.

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<sup>58</sup> Retain as applicable based on the route under which the Bidder is applying.

<sup>59</sup> Retain as applicable.

Sl. No.	Particulars <sup>60</sup>	Mine 1	Mine 2	Mine 3	Mine 4	Mine 5	Mine 6	Mine 7
1	Name of the mine							
2	Capacity of Mine (in MTPA)							
3	Location of the mine in detail							
4	Whether the mine is open cast mine	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
5	Details of mine owner with contact details							
6	Contract agreement reference number and date.							
7	Contract duration	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]
8	Mineral produced	Coal /lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*
9	Brief description of scope of work							
The scope of work includes the following activities of operation of the mine								
10	Drilling for blasting	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*

10a	Carried out drilling for blasting on our own or through Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting
10b	Has the work of Drilling for blasting been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-Commercial Bid opening; _____ _____	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
11	Hauling	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
11a	Carried out hauling on our own or through subcontracting	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*
11b	Has the work of Hauling been performed in the preceding 7(seven) years	Yes / No*	Yes / No*	Yes / No*	Yes / No**	Yes / No*		Yes / No*

<sup>60</sup> Retain as applicable wherever (\*) has been provided



	reckoned from the original scheduled date of Techno-Commercial Bid opening, _____						Yes / No*	
12	Excavation	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12a	Carried out excavation on our own or through subcontracting	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*
12b	Has the work of excavation been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-Commercial Bid opening, _____	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
13	Production	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])

		Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)
The scope of work includes the following activities of development of the mine															
14.	[Land acquisition / assisted in Land Acquisition] <sup>61</sup> carried out on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting
15	Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement] <sup>62</sup> carried out on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting
16.	[Statutory clearances / assisted statutory in	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting

<sup>61</sup> Retain as applicable.

<sup>62</sup> Retain as applicable.

	clearances] <sup>63</sup> on our own or through Subcontracting							
17	Infrastructure development of 1.CHP 2.Buildings 3.Workshops etc.	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
18.	Infrastructure developed on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting

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<sup>63</sup> Retain as applicable.

<sup>64</sup>In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.3, the Bidder hereby submits the following documentary evidence as set out in Clause 4.3.1 (B) of the Bid Document:

- a) a copy of the contract agreement or Work Order clearly detailing scope of services;
- b) Current Statutory Auditor's certificate as well as certificate from the mine owner certifying the overburden and coal/lignite production achieved in the time period under consideration; and
- c) In case the Bidder is seeking qualification under Clause 4.3.1 B, the Bidder should submit certificates for activities of Land Acquisition and R&R / assisted in Land Acquisition and R&R, Statutory clearances/ assisted in statutory clearances and carried out 'Infrastructure development' on its own or through sub-contracting from the mine owner/ mine lessee. In addition to the above, certificates for activities of Land Acquisition, R&R, Statutory clearances and 'Infrastructure development', issued from the mine owner/mine lessee should be certified by the Statutory Auditor of the Bidder.

#### **PART B – FINANCIAL CRITERIA**

1. The Bidder has fulfilled the Financial Criteria as mentioned below, (In case of a Bidding Consortium, Lead Member has to fulfill the Financial Criteria) in any three consecutive Financial Years, as proposed by the bidder out of preceding four Financial years, as on the date of opening of Techno-commercial bids:

I confirm on behalf of the Bidder, that the Bidder meets the Financial Criteria set out in Clause 4.3.2 of the Bid Document, details of which are provided below:

##### **(A) Turnover**

I confirm on behalf of the Bidder that: The average annual turnover of the Bidder is not be less than **INR 800 Crores (Indian Rupees Eight Hundred Crores Only)** or in equivalent foreign currency;

##### **(B) Net worth**

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<sup>64</sup> For Bidding Group and Consortium, Bidder to submit documents in relation to the Group Company and Member Companies respectively on the basis of whose technical expertise, the Bid is being submitted.

I confirm on behalf of the Bidder that: Net Worth of the Bidder as on the last date of the last financial year out of the three consecutive Financial Years, as proposed by the Bidder is not be less than **INR 400 Crores (Indian Rupees Four Hundred Crores Only)**, or in equivalent foreign currency, which should be equal to or more than 100% of its paid up share capital.

**(C) Cash Accrual**

I confirm on behalf of the Bidder that: The Bidder has a positive cash accrual in the last Financial Year out of the three consecutive Financial Years as on the date of opening of Techno- commercial bids.

**(D) Unutilized Line of Credit**

I confirm on behalf of the Bidder that the unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of Techno-commercial Bid opening, duly certified by its Bankers is not be less than **INR 50 Crores (Indian Rupees Fifty Crores only)** or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits are of the same date from all such banks.

2. In support of the Bidder's compliance with the Financial Criteria above, the Bidder hereby submits the following documentary evidence as set out in Clause 4.3.2 in the Bid Document:
  - a) Annual Report and Financial Statement for the respective Financial Year.
  - b) Certificates duly attested by statutory auditors in respect of (i) Turnover and (ii) Net worth as per clause 4.3.2 A & B.
  - c) In case the Bidder submits qualification in any currency other than INR, it shall convert it to INR based on the conversion rate as published by RBI as on the last date of respective Financial Year.
  - d) In case of foreign currency figures other than the currency published by RBI, the Bidder shall also submit the USD/INR conversion rate and the same shall be certified by current Statutory Auditor of the Bidder.
3. I confirm on behalf of the Bidder, that the Bidder's, direct Subsidiary and/or Holding Company do not have any Conflict of Interest with any other company participating in this Bidding process.

4. I confirm on behalf of the Bidder, that the Bidder acknowledges that notwithstanding anything stated above, TVNL reserves the right to assess the Bidder's capabilities and capacity to perform the Scope of the Project, should the circumstances warrant such assessment in the overall interest of TVNL.
5. Capitalized terms not defined but used in this covering letter shall have the meaning ascribed to them in the Bid Document issued by TVNL.

Thanking you.

Yours faithfully,

Authorized Signature:

Name and Title of the Authorized Signatory:

Round Seal<sup>65</sup>:

Designation:

Date:

Place:

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<sup>65</sup> Retain as applicable.

**APPENDIX 3:  
FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL  
FOR BIDDING TAKING STRENGTH FROM ANY ONE OF ITS DIRECT SUBSIDIARY  
OR DIRECT HOLDING COMPANY**

*(the covering letter is required to be submitted by the Bidder on its letterhead)*

Bidder's proposal ref. no. [ \_\_\_\_\_ ]

Date: [ \_\_\_\_\_ ]

From : \_\_\_\_\_

Bidder's Name and Address : \_\_\_\_\_

Details of Authorized Signatory : \_\_\_\_\_

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Designation :

\_\_\_\_\_  
Telephone Nos. :

\_\_\_\_\_  
Mobile No. :

\_\_\_\_\_  
Fax No. :

\_\_\_\_\_  
Email address :

To,  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub: Project Proposal for selection of a Mine Developer and Operator for  
development and operation of Rajbar E & D Coal Mine.**

1. [ \_\_\_\_\_ ]<sup>66</sup> being a [ \_\_\_\_\_ ]<sup>67</sup>,duly  
incorporated under the laws of [ \_\_\_\_\_ ]<sup>68</sup>and having its registered office/

\_\_\_\_\_  
<sup>66</sup> Insert name of the Bidder.

<sup>67</sup> Insert the nature of the entity (i.e. Direct Subsidiary or Direct Holding Company).

<sup>68</sup> Insert the name of the jurisdiction in which the company is incorporated.

principal place of business at  
[ ]<sup>69</sup>.

2. (herein after referred to as the “**Bidder**”) is hereby applying on the [technical or financial strength]<sup>70</sup> of its Direct [Subsidiary or Holding Company]<sup>71</sup>.
3. For meeting the requirement of Clause 4.1.2 ,<sup>72</sup>the details of the companies are as below :

SN	Name of the Entity forming a part of the Group	Address of Principal place of operation	Status of the Entity with respect to Bidder
1			Bidder
2			Direct Subsidiary / Direct Holding Company <sup>73</sup>
3			Direct Subsidiary / Direct Holding Company <sup>74</sup>

4. I confirm on behalf of the Bidder, that the Bidder has examined and understood the Technical Criteria and Financial Criteria stipulated in Clause 4.3.1 & 4.3.2 of the Bid Document and confirm that the Bidder’s Proposal is in conformity with the Bid Document.

#### **PART A- TECHNICAL CRITERIA**

##### **A) Details in support of meeting the Technical Criteria mentioned at Clause 4.3.1**

The Bidder has, in the preceding 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids developed and operated at least one opencast coal / lignite mine having coal / lignite mineable reserves of at least 150 million tonnes, and peak production capacity of at least 6 MTPA. Bidder should have produced at least 2 million tonnes of coal / lignite in any year from such coal / lignite mine.

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<sup>69</sup> Insert the principal place of business.

<sup>70</sup> Retain as applicable.

<sup>71</sup> Retain as applicable.

<sup>72</sup> Retain as applicable.

<sup>73</sup> Retain as applicable.

<sup>74</sup> Retain as applicable.



In support of meeting the above mentioned Technical Criteria, the Bidder submits, the following qualification data and details along with documentary evidence:

SN	Particulars <sup>75</sup>	Mine details
1	Name of the mine	
2	Location of the mine in detail	
3	Details of mine owner with contact details	
4	Mining Contract reference number and date.	
5	Mineral produced.	Coal/ lignite*
6	Peak Annual Production capacity of the mine (MTPA)	
7	The scope of work includes the following activities of development of Coal/lignite mine:	
7a	[Land acquisition / assisted in Land Acquisition] <sup>76</sup>	Yes / No*
7b	[Land acquisition / assisted in Land Acquisition] <sup>77</sup> carried out on our own or through Subcontracting.	Our own / Subcontracting
7c	[Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement] <sup>78</sup>	Yes / No*
7d	[Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement]* carried out on our own or through Subcontracting.	Our own / Subcontracting
7e	[Statutory clearances / assisted in statutory clearances.] <sup>79</sup>	Yes / No*
7f	[Statutory clearances / assisted in statutory clearances] <sup>80</sup> on our own or through Subcontracting.	Our own / Subcontracting
7g	Infrastructure development of i) CHP ii) Building iii) Workshops	Yes / No* Yes / No*

<sup>75</sup> Retain as applicable wherever (\*) has been provided.

<sup>76</sup> Retain as applicable.

<sup>77</sup> Retain as applicable.

<sup>78</sup> Retain as applicable.

<sup>79</sup> Retain as applicable.

<sup>80</sup> Retain as applicable.

		Yes / No*
7h	Infrastructure developed on our own or through Subcontracting.	Our own / Subcontracting
8	The scope of work includes the following activities of operation of the Mine :	
8a	Drilling for blasting	Yes / No*
	Carried out drilling for blasting on our own or through Subcontracting.	Our own / Subcontracting
8b	Hauling.	Yes / No*
8c	Carried out hauling on our own or through Sub- contracting.	Our own / Subcontracting
8d	Excavated the stipulated overburden and coal/lignite.	Yes / No*
8e	Excavated the stipulated overburden and coal/lignite on our own or through Sub- contracting.	
9	Period of production of Coal/lignite.	From [ ] To [ ]
9a	Coal/lignite produced in MT.	

**OR<sup>81</sup>**

B) <sup>82</sup>I confirm on behalf of the Bidder, that the Bidder, as a Mining Contractor, has, in the preceding 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids, developed and operated coal / lignite mine and produced :

- i At least **25 Million BCM** of aggregated volume of overburden and/ or coal/ lignite from a maximum of **seven** open cast mines of Coal / Lignite, in any year.
- ii At least 12.5 million BCM of composite volume of overburden and coal/lignite from a single open-cast mine in any year, out of which at least 2.50 million tonnes shall be coal/lignite.

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<sup>81</sup> Retain as applicable based on the route under which the Bidder is applying.

<sup>82</sup> Retain as applicable.

SI · N o.	Particulars <sup>83</sup>	Mine 1	Mine 2	Mine 3	Mine 4	Mine 5	Mine 6	Mine 7
1	Name of the mine							
2	Capacity of Mine (in MTPA)							
3	Location of the mine in detail							
4	Whether the mine is open cast mine	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
5	Details of mine owner with contact details							
6	Contract agreement reference number and date.							
7	Contract duration	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]

<sup>83</sup> Retain as applicable wherever (\*) has been provided.

8	Mineral produced	Coal /lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*
9	Brief description of scope of work							
10	The scope of work includes the following activities of Operation of the mine							
	Drilling for blasting	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
10 a	Carried out drilling for blasting on our own or through Sub-contracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting
10 b	Has the work of Drilling for blasting been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-Commercial Bid opening,	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
11	Hauling	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*

11 a	Carried out hauling on our own or through subcontracting	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*
11 b	Has the work of Hauling been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-Commercial Bid opening,	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12	Excavation	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12 a	Carried out excavation on our own or through subcontracting	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12 b	Has the work of excavation been performed in the preceding 7(seven) years reckoned from the original scheduled date	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*

	of Techno-Commercial Bid opening,														
13	Production	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	
		Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)
The scope of work includes the following activities of Development of the mine															
14	[Land acquisition / assisted in Land Acquisition] <sup>84</sup> carried out on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting
15	Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement] <sup>85</sup>	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting

<sup>84</sup> Retain as applicable.

<sup>85</sup> Retain as applicable.

	carried out on our own or through Subcontracting							
16	[Statutory clearances / assisted in statutory clearances] <sup>86</sup> on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting
17	Infrastructure development of 1.CHP 2.Buildings 3.Workshops etc.	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
18	Infrastructure developed on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting

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<sup>86</sup> Retain as applicable.

1. <sup>87</sup>In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.3.1 A, the documentary evidences are as below:
  - a) Copy of the contract agreement / Work Order clearly detailing scope of services;
  - b) Current Statutory Auditor's certificate as well as the certificate from the mine owner certifying the peak rated capacity and mineable reserves of the mine;
  - c) Current Statutory Auditor's certificate as well as the certificate from the mine owner certifying the details of the overburden and coal/lignite production achieved in the time period under consideration;
  - d) Statutory Auditor's certificate as well as the certificate from the owner certifying the development activities undertaken by the Bidder; and
  - e) Annual returns filed to the Coal Controller of India.
  - f) In case the Bidder is seeking qualification under Clause 4.3.1 A, the Bidder should submit certificates for activities of Land Acquisition and R&R / assisted in Land Acquisition and R&R, Statutory clearances and carried out 'Infrastructure development' on its own or through sub-contracting from the mine owner/ mine lessee. In addition to the above, certificates for activities of Land Acquisition, R&R, Statutory clearances and 'Infrastructure development', issued from the mine owner/mine lessee should be certified by the Statutory Auditor of the Bidder.
2. In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.3.1 B, the documentary evidences are as below :
  - a) a copy of the contract agreement or Work Order clearly detailing scope of services;
  - b) Current Statutory Auditor's certificate as well as certificate from the mine owner certifying the overburden and coal/lignite production achieved in the time period under consideration; and
  - c) In case the Bidder is seeking qualification under Clause 4.3.1 B, the Bidder should submit certificates for activities of Land Acquisition and R&R / assisted in Land Acquisition and

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<sup>87</sup> For Bidding Group and Consortium, Bidder to submit documents in relation to the Group Company and Member Company (ies) respectively on the basis of whose technical expertise, the Bid is being submitted.



R&R, Statutory clearances/ assisted in statutory clearances and carried out 'Infrastructure development' on its own or through sub-contracting from the mine owner/ mine lessee. In addition to the above, certificates for activities of Land Acquisition, R&R, Statutory clearances and 'Infrastructure development', issued from the mine owner/mine lessee should be certified by the Statutory Auditor of the Bidder.

## **PART B – FINANCIAL CRITERIA**

1. I confirm on behalf of the Bidder, that the Bidder meets the requirements of Financial Criteria set out in Clause 4.3.2 of the Bid Document at its own / based on the strength of its direct Subsidiary or direct Holding Company<sup>1</sup> as per the details furnished below.

### **(a) Turnover Criteria (Cl. 4.3.2 A)**

The average annual turnover of the Bidder should not be less than **INR 800 Crores (Indian Rupees Eight Hundred Crores Only)** or in equivalent foreign currency;

I confirm on behalf of the Bidder/ Bidder's direct Subsidiary or direct Holding Company that the Average Annual Turnover in any three consecutive Financial Years out of preceding four Financial years, as on the date of opening of Techno-commercial bids was <sup>88</sup>[ ] in the Bidder's currency [ ]<sup>89</sup>, thereby meeting the Financial Criteria of average annual Turnover i.e. atleast **INR 800 Crores (Indian Rupees Eight Hundred Three Hundred Eighty Crores)**.

### **(b) Networth (Clause 4.3.2 B)**

Net Worth of the Bidder as on the last date of the last financial year out of the three consecutive Financial Years, as proposed by the Bidder should not be less than **INR 400 Crores (Indian Rupees Four Hundred Crores Only)**, or in equivalent foreign currency, which should be equal to or more than 100% of its paid up share capital.

I confirm on behalf of the Bidder/ Bidder's direct Subsidiary or direct Holding Company that the Bidder's Networth in any three consecutive Financial Years, as proposed by the bidder out of preceding four Financial years, as on the date of opening of Techno-commercial bids was [ ]<sup>90</sup> in the Bidder's currency is [ ]<sup>91</sup>, and

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<sup>88</sup> Bidder to specify Turnover details in Bidder's currency.

<sup>88</sup> Bidder to specify Turnover details in Bidder's currency.

<sup>89</sup> Bidder to specify turnover details in INR Crore.

<sup>90</sup> Bidder to specify Turnover details in Bidder's currency.

<sup>91</sup> Bidder to specify turnover details in INR Crore

the same is equal to or more than **100%** of its paid up share capital, thereby meeting the Financial Criteria of Net worth.

**(c) Cash Accrual (Clause 4.3.2 C)**

The Bidder must have a positive cash accrual in the last Financial Year out of the three consecutive Financial Years considered by the bidder.

I confirm on behalf of the Bidder/ Bidder's direct Subsidiary or direct Holding Company that the Cash Accrual is positive in the last Financial Year out of the three consecutive Financial Years as on the date of opening of Techno- commercial bids.

**(d) Unutilized Line of Credit (Clause 4.3.2 D)**

The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of Techno-commercial Bid opening, duly certified by its Bankers should not be less than **INR 50 Crores (Indian Rupees Fifty Crores only)** or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits should be of the same date from all such banks.

I confirm on behalf of the Bidder that the unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of Techno-commercial Bid opening, duly certified by its Bankers is not be less than **INR 50 Crores (Indian Rupees Fifty Crores only)** or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits are of the same date from all such banks.

6. In support of the Bidder's compliance with the Financial Criteria above, the Bidder hereby submits the following documentary evidence as set out in Clause 4.3.2 in the Bid Document:
  - a. Annual Report and Financial Statement for the respective Financial Year.
  - b. Certificates duly attested by statutory auditors in respect of (i) Turnover and (ii) Net worth as per clause 4.3.2 A & B.

- c. In case the Bidder submits qualification in any currency other than INR, it shall convert it to INR based on the conversion rate as published by RBI as on the last date of respective Financial Year.
- d. In case of foreign currency figures other than the currency published by RBI, the Bidder shall also submit the USD/INR conversion rate and the same shall be certified by current Statutory Auditor of the Bidder.
7. The Bidder has submitted a certified true copy of the Joint Operating Agreement dated [\_\_\_\_\_], as per format provided in (Appendix 6).
8. I confirm on behalf of the Bidder that, the Bidder, its direct Subsidiary / and/or Holding Company]<sup>92</sup> do not have any Conflict of Interest with any other company participating in this Bidding process.
9. I confirm on behalf of the Bidder, that the Bidder acknowledges that notwithstanding anything stated above, TVNL reserves the right to assess the Bidder's capabilities and capacity, to perform the Scope of the Project, should the circumstances warrant such assessment in the overall interest of TVNL.
10. Capitalized terms not defined but used in this covering letter shall have the meaning ascribed to them in the Bid Document issued by TVNL.

Thanking you.  
Yours faithfully,  
Authorized Signature:  
Name and Title of Authorized Signatory:  
Round Seal<sup>93</sup>:  
Designation:  
Date:  
Place:

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<sup>92</sup> Retain as applicable.

<sup>93</sup> Retain as applicable.

**APPENDIX 4:  
FORMAT OF THE COVERING LETTER FOR TECHNO COMMERCIAL PROPOSAL  
FOR BIDDING AS BIDDING CONSORTIUM**

*(The covering letter is required to be submitted by the Bidder on its letterhead/ letterhead of its Lead member)*

Bidder's proposal ref. no. [\_\_\_\_\_]

Date: [\_\_\_\_\_]

From \_\_\_\_\_ :

Bidder's Name and Address: \_\_\_\_\_

Details of Authorized Signatory :

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Designation :

\_\_\_\_\_  
Telephone Nos. :

\_\_\_\_\_  
Mobile No. :

\_\_\_\_\_  
Fax No. :

\_\_\_\_\_  
Email address :

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub: Project Proposal for selection of a Mine Developer and Operator for development and operation of Rajbar E & D Coal Mine.**

1. The Bidder, being a Bidding Consortium namely [\_\_\_\_\_]<sup>94</sup>, having its principle place of business at [\_\_\_\_\_]<sup>95</sup>

\_\_\_\_\_  
<sup>94</sup> Insert the name of the consortium.

<sup>95</sup> Insert the principal place of business.

hereby applies under Consortium route and confirms that one of the members of the consortium has been selected as the Lead Member Company namely [ ]<sup>96</sup>, while the Other Member of the Consortium namely [ ]<sup>97</sup>and [ ]<sup>98</sup> who shall, collectively, be responsible for coordination and successful execution of the Coal Mining Agreement.

2. For meeting the requirement of Clause 4.3.1.and Clause 4.3.2 of the Bid Document, the Bidder seeks qualification on the basis of strength and experience of the following entity(ies).

SN	Name of the entity forming a part of the Bidding Consortium	Address of principal place of operation	Status of the Member Company	Percentage Equity Stake in the Consortium
1			Member Company 1 (Lead Member)	
2			Member Company 2 (Other Member Company) <sup>99</sup>	
3			Member Company 3 (Other Member Company) <sup>100</sup>	

The Consortium shall consist of maximum 3 (three) members including the Lead Member Company and the Other Members Company and the Bidder has submitted a certified true copy of the Consortium Operating Agreement which is in accordance with the format provided in (**Appendix 7**).

3. I confirm on behalf of the Bidder, that the Bidder has examined and understood the Technical Criteria and Financial Criteria stipulated in Clause 4.3.1 & 4.3.2 of the Bid

<sup>96</sup> Insert the name of the Lead Member Company.

<sup>97</sup> Insert the name of the Other Member Company-1.

<sup>98</sup> Insert the name of the Other Member Company-2.

<sup>99</sup> Retain as applicable.

<sup>100</sup> Retain as applicable.

Document and further confirm that its *Project Proposal* is in conformity with the Bid Document.

## **PART A- TECHNICAL CRITERIA**

### **OTHER MEMBER**

#### **1. Details in support of meeting the Technical Criteria mentioned at Clause 4.3.1 of the Bid Document:**

##### **Clause 4.3.1 (A)**

- A. The Bidder has, in the preceding 7 (seven) years reckoned from the date of opening of the Techno-commercial Bids developed and operated at least one opencast coal / lignite mine having coal / lignite mineable reserves of at least 150 million tonnes, and peak production capacity of at least 6 MTPA. Bidder should have produced at least 2 million tonnes of coal / lignite in any year from such coal / lignite mine.

##### **Note:**

Members of the Bidding Consortium cannot take strength of its direct or indirect subsidiary / Holding Company / Subsidiary of Holding Company to fulfill either Technical Criteria or Financial Criteria.

In support of meeting the above mentioned Technical Criteria, the Bidder submits the following qualification data and details along with documentary evidence:

SN	Particulars <sup>101</sup>	Mine details
1	Name of the mine	
2	Location of the mine in detail	
3	Details of mine owner with contact details	
4	Mining Contract reference number and date.	
5	Mineral produced	Coal/ lignite*
6	Peak Annual Production capacity of the mine (MTPA)	
7	The scope of work includes the following activities of development of Coal/lignite mine:	
7a	[Land acquisition / assisted in Land Acquisition] <sup>102</sup>	Yes / No*
7b	[Land acquisition / assisted in Land Acquisition] <sup>103</sup> carried out on our own or through Subcontracting	Our own / Subcontracting
7c	[Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement] <sup>104</sup>	Yes / No*
7d	[Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement] <sup>105</sup> carried out on our own or through Subcontracting	Our own / Subcontracting
7e	[Statutory clearances / assisted in statutory clearances ] <sup>106</sup>	Yes / No*
7f	[Statutory clearances / assisted in statutory clearances] <sup>107</sup> on our own or through Subcontracting	Our own / Subcontracting
7g	Infrastructure development of i) CHP ii) Building iii) Workshops	Yes / No* Yes / No* Yes / No*
7h	Infrastructure developed on our own or through Subcontracting	Our own / Subcontracting

<sup>101</sup> Retain as applicable wherever (\*) has been provided.

<sup>102</sup> Retain as applicable.

<sup>103</sup> Retain as applicable.

<sup>104</sup> Retain as applicable.

<sup>105</sup> Retain as applicable.

<sup>106</sup> Retain as applicable.

<sup>107</sup> Retain as applicable.

8	The scope of work includes the following activities of operation of the Mine :	
8a	Drilling for blasting	Yes / No*
8b	Carried out drilling for blasting on our own or through Subcontracting	Our own / Subcontracting
8c	Hauling	Yes / No*
8d	Carried out hauling on our own or through Sub- contracting	Our own / Subcontracting
8e	excavated the stipulated overburden and coal/lignite.	Yes / No*
8f	excavated the stipulated overburden and coal/lignite on our own or through Sub- contracting	
9	Period of production of Coal/lignite	From [ ] To [ ]
9a	Coal/lignite produced in MT	

**OR<sup>108</sup>**

**Clause 4.3.1 (B)**

B. <sup>109</sup>I confirm on behalf of the Bidder, that the Bidder, as a Mining Contractor, has, in the preceding 7 (seven) years reckoned from the date of opening of themTechno-commercial Bids, developed and operated coal / lignite mine and produced:

- i) At least **25 Million BCM** of aggregated volume of overburden and/ or coal/ lignite from a maximum of **seven** open cast mines of Coal / Lignite, in any year.
- ii) At least 12.5 million BCM of composite volume of overburden and coal/lignite from a single open-cast mine in any year, out of which at least 2.50 million tonnes shall be coal/lignite.

**Note:**

1. Bidder may be a Consortium of up to three corporate entities, either any one of the member shall meet entire Technical Criteria on its own mentioned at Clause 4.3.1 (A) or should collectively meet the requirement of technical criteria

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<sup>108</sup> Retain as applicable based on the route under which the Bidder is applying.

<sup>109</sup> Retain as applicable.



- mentioned at clause 4.3.1 (B).
2. Members of the Bidding Consortium cannot take strength of its direct or indirect subsidiary / Holding Company / Subsidiary of Holding Company to fulfill either Technical Criteria or Financial Criteria.
  3. Bidder as a Consortium has collectively met the requirement of technical criteria mentioned at clause 4.3.1 (B).
  4. Each member of the consortium has met at least 20% of the technical criteria at clause 4.3.1 (B) (i) i.e. **5 Million BCM** of aggregated volume of overburden and/ or coal/ lignite from a maximum of **seven** open cast mines of Coal / Lignite, in any year. However the total number of mines considered for meeting the technical criteria at 4.3.1 (B) (i) collectively by all consortium members do not exceed **seven**.

In support of meeting the above mentioned Technical Criteria, the Bidder submits the following qualification data and details along with documentary evidence:

SI. No.	Particulars <sup>110</sup>	Mine 1	Mine 2	Mine 3	Mine 4	Mine 5	Mine 6	Mine 7
1	Name of the mine							
2	Capacity of Mine (in MTPA)							
3	Location of the mine in detail							
4	Whether the mine is open cast mine	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
5	Details of mine owner with contact details							
6	Contract agreement reference number and date.							
7	Contract duration	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]	From [ ] To [ ]

<sup>110</sup> Retain as applicable wherever (\*) has been provided.

8	Mineral produced	Coal /lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*	Coal / lignite*
9	Brief description of scope of work							
The scope of work includes the following activities of Operation of the mine								
	Drilling for blasting	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
10	Carried out drilling for blasting on our own or through Sub- contracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting	Our Own/ Subcontracting
10 a								
10 b	Has the work of Drilling for blasting been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-Commercial Bid opening,	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
11	Hauling	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*

11a	Carried out hauling on our own or through subcontracting	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*	Our own /subcontracting*
11b	Has the work of Hauling been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-Commercial Bid opening,	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12	Excavation	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12a	Carried out excavation on our own or through subcontracting.	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
12b	Has the work of excavation been performed in the preceding 7(seven) years reckoned from the original scheduled date of Techno-	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*

	Commercial Bid opening,														
13	Production	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])	(From [ ] to [ ])
		Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)	Coal/ lignite (MT)	Overburden (Million BCM)
The scope of work includes the following activities of operation of the mine															
14.	[Land acquisition / assisted in Land Acquisition] <sup>111</sup> carried out on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting
14	Rehabilitation & Resettlement / assisted in Rehabilitation & Resettlement] <sup>112</sup> carried out on our own or	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting

<sup>111</sup> Retain as applicable.

<sup>112</sup> Retain as applicable.

	through Subcontracting							
15.	Statutory clearances / assisted in statutory clearances] <sup>113</sup> on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting
16.	Infrastructure development of 1.CHP 2.Buildings 3.Workshops etc.	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*	Yes / No*
17.	Infrastructure developed on our own or through Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting	Our own / Subcontracting

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<sup>113</sup> Retain as applicable

**(Further , same formats can be used to fill up the details of the further additional mines of consortium members, If required )**

<sup>114</sup>In support of the Bidder's compliance with the Technical Criteria as stated in Clause 4.3.1, the Bidder hereby submits the following documentary evidence:

Documentary evidence against Technical Criteria under clause 4.3.1 A,

- a) Copy of the contract agreement / Work Order clearly detailing scope of services;
- b) Current Statutory Auditor's certificate as well as the certificate from the mine owner certifying the peak rated capacity and mineable reserves of the mine;
- c) Current Statutory Auditor's certificate as well as the certificate from the mine owner certifying the details of the overburden and coal/lignite production achieved in the time period under consideration;
- d) Statutory Auditor's certificate as well as the certificate from the owner certifying the development activities undertaken by the Bidder; and
- e) Annual returns filed to the Coal Controller of India.
- f) In case the Bidder is seeking qualification under Clause 4.3.1 A, the Bidder should submit certificates for activities of Land Acquisition and R&R / assisted in Land Acquisition and R&R, Statutory clearances and carried out 'Infrastructure development' on its own or through sub-contracting from the mine owner/ mine lessee. In addition to the above, certificates for activities of Land Acquisition, R&R, Statutory clearances and 'Infrastructure development', issued from the mine owner/mine lessee should be certified by the Statutory Auditor of the Bidder.

Documentary evidence against Technical Criteria under clause 4.3.1 B,

- a) a copy of the contract agreement or Work Order clearly detailing scope of services;
- b) Current Statutory Auditor's certificate as well as certificate from the mine owner certifying the overburden and coal/lignite production achieved in the time period under consideration; and
- c) In case the Bidder is seeking qualification under Clause 4.3.1 B, the Bidder should submit certificates for activities of Land Acquisition and R&R / assisted in Land Acquisition and R&R, Statutory clearances/ assisted in Statutory clearances and carried

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<sup>114</sup> For Bidding Group and Consortium, Bidder to submit documents in relation to the Group Company and Member Companies respectively on the basis of whose technical expertise, the Bid is being submitted.



out 'Infrastructure development' on its own or through sub-contracting from the mine owner/ mine lessee. In addition to the above, certificates for activities of Land Acquisition, R&R, Statutory clearances and 'Infrastructure development', issued from the mine owner/mine lessee should be certified by the Statutory Auditor of the Bidder.

## **PART B – FINANCIAL CRITERIA**

### **LEAD MEMBER**

1. I confirm on behalf of the Bidder, that the Lead Member meets the requirements of Financial Criteria set out in Clause 4.3.2 of the Bid Document in any three consecutive Financial Years, as proposed by the bidder out of preceding four Financial years, as on the date of opening of Techno-commercial bids [on the basis of standalone strength of the Lead Member]<sup>115</sup> as per the details furnished below.

#### **(a) Turnover**

I confirm on behalf of the Bidder's Lead Member that the average annual turnover of the Bidder should not be less than **INR 800 Crores (Indian Rupees Eight Hundred Crores Only)** or in equivalent foreign currency;

#### **(b) Network**

I confirm on behalf of the Bidder's Lead Member Company that the Net Worth of the Bidder as on the last date of the last financial year out of the three consecutive Financial Years, as proposed by the Bidder should not be less than **INR 400 Crores (Indian Rupees Four Hundred Crores Only)**, or in equivalent foreign currency, which should be equal to or more than 100% of its paid up share capital.

#### **(c) Cash Accrual**

I confirm on behalf of the Bidder's Lead Member that the Bidder has a positive cash accrual in the last Financial Year out of the three consecutive Financial Years considered by the bidder as on the date of opening of Techno- commercial bids.

#### **(d) Unutilized Line of Credit**

The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of Techno-commercial Bid opening, duly certified by its Bankers should not be less than **INR 50 Crores (Indian Rupees Fifty Crores only)**

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<sup>115</sup> Retain as applicable.

or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits should be of the same date from all such banks.

I confirm on behalf of the Bidder's Lead Member that the unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of Techno-commercial Bid opening, duly certified by its Bankers should not be less than **INR 50 Crores (Indian Rupees Fifty Crores only)** or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits should be of the same date from all such banks.

In support of the Bidder's compliance with the Financial Criteria above, the Bidder and Consortium Members hereby submits the following documentary evidence as set out in Clause 4.3.2 in the Bid Document:

- a) Annual Report and Financial Statement for the respective Financial Year.
  - b) Certificates duly attested by statutory auditors in respect of (i) Turnover and (ii) Net worth as per clause 4.3.2 A & B.
  - c) In case the Bidder submits qualification in any currency other than INR, it shall convert it to INR based on the conversion rate as published by RBI as on the last date of respective Financial Year.
  - d) In case of foreign currency figures other than the currency published by RBI, the Bidder shall also submit the USD/INR conversion rate and the same shall be certified by current Statutory Auditor of the Bidder.
- 4) The Bidder has submitted a certified true copy of the Consortium Operating Agreement dated [ \_\_\_\_\_ ], as per format provided in (Appendix 7).
- 5) I confirm on behalf of the Bidder that, , the Lead Member and other members of Consortium do not have any Conflict of Interest with any other company participating in this Bidding process.

- 6) I confirm on behalf of the Bidder, that the Bidder acknowledges that notwithstanding anything stated above, TVNL reserves the right to assess the Bidder's capabilities and capacity, to perform the Scope of the Project, should the circumstances warrant such assessment in the overall interest of TVNL.
- 7) Capitalized terms not defined but used in this covering letter shall have the meaning ascribed to them in the Bid Document issued by TVNL.
- 8) Conformation:- "Net worth of all *the* consortium members *in combined manner*, as on the last date of the last financial year out of the three consecutive Financial Years, proposed by bidder for meeting Financial Criteria, is equal to or more than 100% of *their total paid up share capital*. However, net worth of *each member of the* consortium excluding the leader, as on the last date of the last financial year out of the three consecutive Financial Years, considered by bidder for meeting Financial Criteria, is not less than 75% of their respective *paid up share capital* individually.
- 9) Members of the Bidding consortium have not taken strength of its direct or indirect Subsidiary / Holding Company to fulfill Technical Criteria mentioned at 4.3.1 and 4.3.2.

Thanking you.  
Yours faithfully,  
Authorized Signature:  
Name and Title of Authorized Signatory:  
Round Seal<sup>116</sup>:  
Designation:  
Date:  
Place:

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<sup>116</sup> Retain as applicable.

**APPENDIX 8:**

**FORMAT OF NOTARIZED AFFIDAVIT BY THE BIDDER**

*(to be Notarized, duly attested by a first class magistrate and stamped adequately as per applicable laws)*

To,

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Submission of Notarized Affidavit as required under Bid for selection of a Mine Developer and Operator for development and operation of Rajbar E & D Coal Mine.**

Affidavit of Mr/Mrs [\_\_\_\_\_] <sup>182</sup>  
(Authorized Representative of :

- a. [\_\_\_\_\_] <sup>183</sup> (Name of Sole Bidder/Bidding Company) , or
- b. [\_\_\_\_\_] <sup>184</sup> (Name of Bidding Group consisting of Bidding Company along with its Parent/Subsidiary Company through Joint Operating Agreement) , or
- c. [\_\_\_\_\_] <sup>185</sup> (Name of Bidding Consortium consisting of its Member companies (through Consortium Operating Agreement) ,

having Registered office at [\_\_\_\_\_] <sup>186</sup> (Indian/Foreign Company registered under the Companies Act 1956 (or 2013) or any other Act) , do hereby solemnly affirm , state and undertake on behalf of the Bidder that ;

- 1. the Bidder, Bidding Group (also applicable to its parent/subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the Consortium) have not been Disqualified under any of the conditions as laid down in Clause 10.1 of the Bid Document issued by TVNL for Selection of MDO for Rajbar E & D Coal Mine;
- 2. the Bidder, Bidding Group (also applicable to its Direct Holding / Direct Subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the Consortium) has no Conflict of Interest that affects the bidding process as elaborated in Clause 7.11& 7.12 of the Bid Document issued by TVNL for Selection of MDO for Rajbar E & D Coal Mine;

<sup>182</sup> Insert the name of Authorized Signatory.

<sup>183</sup> Insert the name of Bidding Company.

<sup>184</sup> Insert the name of Bidding Group.

<sup>185</sup> Insert the name of Bidding Consortium.

<sup>186</sup> Insert the principal place of business.

3. the Bidder, Bidding Group (also applicable to its Direct Holding / Direct Subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) had demonstrated successful mining operation and had not been banned/blacklisted by any PSU/Government entity in the last 3 years, reckoned from the original scheduled date of Techno-Commercial bid opening.
4. the Bidder, Bidding Group (also applicable to its Direct Holding / Direct Subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and unconditionally accepted the terms and conditions set forth in this Bid Document ; If the Project Proposal submitted by the Bidder is found to have been tampered with or they differ from the Bid Document available with TVNL, the Proposal of such Bidder shall be rejected.
5. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the TVNL or appointed consultants in connection therewith;
6. all information provided by the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) in response to the Bid Document is to the best of my knowledge and belief, are true and accurate in all material respects;
7. all undertakings and obligations of the Bidder, Bidding Group (also applicable to its parent/ subsidiary company whose strength is drawn for qualification in this bidding process), Bidding Consortium (also applicable to each member of the consortium) arising from the Bid Document shall be binding on the Mine Developer and Operator as if they form part of the contract; the Bidder has/has not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.

I/We SOLEMNLY AFFIRMED at [ ] on this [ ] day of [ ] 20 [ ],  
that to the best of my /Our knowledge, undertaking given as above is True & fair, and no  
misrepresentation has been made whether intentionally or unintentionally.

Yours Faithfully

(Name & Signature of Authorized Signatory)

Date:

BEFORE ME (Notary)

Date:

WITNESS

1) .

2) .

(Signature and name in block letters)