



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

**CIN U40101JH1987SGC013153**

Hinoo, Doranda, Ranchi-834002, Jharkhand

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**Letter No.- 125/2024-25**

**Date :10.05.2024**

**Corrigendum -9**

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	Clause 4.3 Qualification Criteria	Technical Criteria  The Bidder, as a Mining Contractor, should have, in the preceding 7 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.	The sub-clause (ii) of 4.3.1 under Route B is being amended as follows:  The Bidder, as a Mining Contractor, should have, in the preceding 7 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 single open cast mine in any year, out of which at least 3 million tonnes shall be coal / lignite.	<b>ii) At least 12.5 million BCM (25% of 50 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 (25% of 10 MTPA) shall be coal/lignite.</b>
2	Bid Document	Clause 7.4 (1) Earnest Money Deposit	1) The Bidder shall furnish, along with its Project Proposal as a part of the Responsive Check Document, an EMD for an amount of INR 20.23 Crores (Indian Rupees Twenty Crores and Twenty Three Lakhs Only) 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).	1) 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 20.98 Crores (Indian Rupees Twenty Crores and Ninety Eight Lakhs Only), i.e. 0.5% of the Total Project Cost</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).
3	Bid Document	Clause 7.5 (2) Performance Security	2) The Performance Security to be submitted to TVNL shall be for an amount equivalent to INR 121.40 Crores (Indian Rupees One Twenty One Crores and Forty Lakhs Only) 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	2) 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), i.e. 3% of the Total Project Cost</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

			steps of three (3) years, at least three (3) months prior to the expiry of the earlier validity.	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.
4	Bid Document	Clause 7.6 Additional Performance Security against TVNL Obligations to MOC	<p>7.6 Additional Performance Security against TVNL Obligations to MOC:</p> <p>1) In addition to the Performance Security submitted by the MDO, MDO shall submit an Additional Performance Security, in not later than 30 (Thirty) days from the date of signing of this Agreement, an irrevocable, unconditional, first demand bank guarantee from any of the Nationalized/ Scheduled Banks in India as per Appendix-13 in the format enclosed with the Coal Mining Agreement.</p> <p>2) The amount of Additional Performance Security to be submitted by the MDO shall be equivalent to the corresponding amount of Performance Security submitted by TVNL or to be submitted by TVNL to MoC in accordance with the applicable provision of Clause No 6.1 of the Allotment Agreement. The Performance Security shall be of an amount which is equal to aggregate of: (a) one year royalty calculated on the basis of Peak Production Capacity of the Coal Mines as per the approved Mine Plan, payable to respective State Government with respect to the Coal Mine; and (b) the annual Peak Production Capacity of the Coal</p>	<b>Clause 7.6 is Omitted.</b>

		<p>Mine as per the approved Mine Plan multiplied by the Reserve Price as per the Allotment Agreement.</p> <p><b>Note:</b></p> <p>(TVNL has submitted a Performance Security for an amount of Rs.198 Crores (INR One Ninety Eight Crores and Only) to Ministry of Coal as per the Allotment Agreement).</p> <p>3)In case of any revision in the Mine Plan, the amount of the Additional Performance Security shall be revised accordingly. In such case, bank guarantee constituting the Performance Security shall be substituted with another Bank Guarantee of the enhanced value in accordance with the clause 6.1.6 of the Allotment Agreement within a period of 15 Business Days of receipt of approval for revision to the Mine Plan.</p> <p>4)The above Additional performance security should valid remain until such time when the Coal Mine Achieves the annual peak rated capacity. After achievement of peak rated capacity, above Additional performance security shall be returned to the MDO only after TVNL received the Performance Security submitted to Ministry of Coal as per the Allotment Agreement Conditions.</p> <p>5)Further, MDO shall furnish a replacement / renewed Additional Performance Security to</p>	
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		<p>TVNL on year to year basis duly in compliance with clause &amp; 7.6.(2) 7.6.(3) of this Bid Document.</p> <p>6)At least 30 (thirty) days prior to expiry of the Additional Performance Security, the Mine Developer and Operator shall furnish a replacement/renewed Additional Performance Security to TVNL, failing which TVNL shall be entitled to encash the Performance Security without any notice to the Mine Developer and Operator, draw down the full remaining value of the Performance Security, and hold the cash as security for performance of the Mine Developer and Operator's obligations under this Agreement. The Performance Security shall be unconditional, irrevocable and payable on demand to TVNL without delay or demur or prior notice to the Mine Developer and Operator.</p> <p><b>Note</b> - In case of forfeiture/ appropriation of the performance security of TVNL under the allotment agreement is due to reasons attributable to the MDO, the aforesaid liability, to the extent appropriated by the Govt. of India, shall be recovered from the due payments payable to the MDO and/or by encashment /appropriation of the Additional Performance Security and/or JOA Performance Security pursuant to the Joint Operating Agreement furnished by the contractor/ MDO under the terms of the project agreement, and set off the claimed amount from the encashment/ appropriation proceeds of these BG's.</p>	
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			If the owner's claim exceeds the amount of these BG's, the owner shall have the rights to recover in the manner deemed fit by TVNL.	
5	Bid Document	Clause 8.1 (b) Disqualifications	b) In case the Bidder, the bidding group and/or the consortium members or any of Direct Holding and/or Direct Subsidiary whose strength Bidder is taking for qualification, in <b>7 (seven) years</b> preceding the date of issuance of this Bid document have faced any of the following events, in respect of mining related tender/work order/LOA issued by or mining contract entered with Central Government or State Government departments/undertakings or Public Sector Undertakings: 1) had their Performance Security forfeited; or 2) had any of their contracts terminated or suspended; or 3) have breached any terms of the tenders or contracts, which resulted in cancellation of their contracts, as applicable.	b) In case the Bidder, the bidding group and/or the consortium members or any of Direct Holding and/or Direct Subsidiary whose strength Bidder is taking for qualification, in <b>3 (three) years</b> preceding the date of issuance of this Bid document have faced any of the following events, in respect of mining related tender/work order/LOA issued by or mining contract entered with Central Government or State Government departments/undertakings or Public Sector Undertakings: 1) had their Performance Security forfeited; or 2) had any of their contracts terminated or suspended; or 3) have breached any terms of the tenders or contracts, which resulted in cancellation of their contracts, as applicable.
6	Bid Document	Clause 8.1 (d) Disqualifications	d) if the Bidder has been blacklisted / debarred from participation in mining related tenders.	d) if the Bidder has been blacklisted / debarred from participation in mining related tenders, in <b>last 3 (Three) years preceding date of issuance of Bid Documents.</b>
7	Bid Document	Appendix 8 (3)	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	(3) the Bidder, Bidding Group (also applicable to its Direct Holding / Direct Subsidiary company whose strength is

			<p>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 <b>last 7 years</b>, reckoned from the original scheduled date of Techno-Commercial bid opening.</p>	<p>drawn for qualification in this bidding process), Bidding</p> <p>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 <b>last 3 years, preceding date of issuance of this Bid Documents.</b></p>
8	Coal Mining Agreement	<p>Clause 5.14</p> <p>Coal Handling, Transportation and Coal Evacuation Arrangement:</p>	<p>As per the Mining Plan, surface miners are to be deployed for the purpose of excavation of Coal. Coal excavated through surface miners shall not require any further crushing and MDO shall Deliver Coal of size (-)100 mm, however, Coal of size (-)100mm shall be produced when the coal production is carried out through Drilling and Blasting and Coal of size(-) 50mm shall be produced when surface miners are used for coal. The entire coal produced will be transported from the Mine pithead to the proposed railway siding near Chetar Railway Station. 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>As the Approved Mining Plan <b>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.</b> 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</p>

				with the provisions of the Bid Document and the Coal Mining Agreement.
9	Coal Mining Agreement	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 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. The cost of such lands shall be paid by the MDO as a Pure Agent and	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 other purposes as and when required, and other infrastructural facilities including land required for the proposed Railway Siding at



			<p>TVNL shall reimburse the documented cost of all such lands. 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 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</p>	<p>Chetar railway station which is to be constructed by Mine Developer and Operator. <b>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.</b> 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 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</p>
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			<p>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. However, only the documented cost of land for R&amp; R colony shall be reimburse by TVNL to MDO.</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 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</p>	<p>various approvals/clearances, assistance for disbursementof 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 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</p>
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			<p>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>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>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>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</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>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>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>
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				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.
10	Coal Mining Agreement	Clause 9.2 Additional Performance Security against TVNL Obligations to MOC:	<p>9.2.1. In addition to the Performance Security submitted by the MDO, MDO shall submit an Additional Performance Security, in not later than 30 (Thirty) days from the date of signing of this Agreement, an irrevocable, unconditional, first demand bank guarantee from any nationalised / scheduled commercial bank in India as per Schedule Q, substantially in the form set forth in Schedule -F1 of this Agreement.</p> <p>9.2.2. The amount of Additional Performance Security to be submitted by the MDO shall be equivalent to the corresponding amount of Performance Security submitted by TVNL or to be submitted by TVNL to MoC in accordance with the applicable provision of Clause No. 6.1 of the Allotment Agreement. The Additional Performance Security shall be of an amount which is equal to aggregate of: (a) one year royalty</p>	<b>Clause 9.2 is Omitted.</b>

			<p>calculated on the basis of peak rated capacity of the Coal Mines as per the approved Mine Plan, payable to respective State Government with respect to the Coal Mine;and (b) the annual peak rated capacity of the Coal Mine as per the approved Mine Plan multiplied by the Reserve Price as per the Allotment Agreement.</p> <p><b>Note:</b></p> <p>(TVNL has submitted a Performance Security for an amount of Rs.198 Crores (INR One Ninety Eight Crores and Only) to Ministry of Coal as per the Allotment Agreement).</p> <p>9.2.3.In case of any revision in the Mine Plan, the amount of the Additional Performance Security shall be revised as per clause 6.1.6 of Allotment Agreement. In such case, bank guarantee constituting the Additional Performance Security shall be substituted with another Bank Guarantee of the enhanced value within a period of 15 Business Days of receipt of approval for revision to the Mine Plan.</p> <p>9.2.4.The above Additional performance security should remain until such time when the Coal Mine Achieves the annual peak rated capacity.After achievement of peak rated capacity, above Additional performance security shall be returned to the MDO only after TVNL received the</p>	
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		<p>Performance Security submitted to Ministry of Coal as per the Allotment Agreement Conditions.</p> <p>9.2.5.Further, MDO shall furnish a replacement/renewed Additional Performance Security to TVNL on year to year basis duly in compliance with clause&amp; 9.2.2, 9.2.3 of this CMA.</p> <p>9.2.6.At least 30 (thirty) days prior to expiry of the Additional Performance Security, the Mine Developer and Operator shall furnish a replacement/renewed Additional Performance Security to TVNL, failing which TVNL shall be entitled to encash the Performance Security without any notice to the Mine Developer and Operator,draw down the full remaining value of the Performance Security, and hold the cash as security for performance of the Mine Developer and Operator's obligations under this Agreement.The Performance Security shall be unconditional, irrevocable and payable on demand to TVNL without delay or demur or prior notice to the Mine Developer and Operator.</p> <p><b>Note</b> - In case of forfeiture/ appropriation of the performance security of TVNL under the allotment agreement is due to reasons attributable to the MDO, the aforesaid liability, to the extent</p>	
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			appropriated by the Govt. of India, shall be recovered from the due payments payable to the MDO and/or by encashment /appropriation of the Additional Performance Security and/or JOA Performance Security pursuant to the Joint Operating Agreement furnished by the contractor/ MDO under the terms of the project agreement, and set off the claimed amount from the encashment/ appropriation proceeds of these BG's. If the owner's claim exceeds the amount of these BG's, the owner shall have the rights to recover in the manner deemed fit by TVNL.	
11	Coal Mining Agreement	Clause 9.3.4	The Successful Bidder shall be required to arrange and submit the Performance Security(s) as per clause 9.1 and Additional Performance Security(s) as per clause 9.2 and 9.3 within 30 (Thirty) Days from the date of signing of this Agreement failing which, without prejudice to any other rights of TVNL, the EMD of the Successful Bidder shall be forfeited or encashed.	The Successful Bidder shall be required to arrange and submit the Performance Security(s) as per clause 9.1 and 9.3 within <b>60 (Sixty) Days</b> from the date of signing of this Agreement failing which, without prejudice to any other rights of TVNL, the EMD of the Successful Bidder shall be forfeited or encashed.
12	Coal Mining Agreement	Clause 20.7.3 Measurement of excavation and Stockpile of Coal	In the event that the quantity of Coal received at the Delivery Point during any Operating Year falls short of the quantity of excavation, as determined by Total Station Survey or Laser Measurement, for and in respect of that Operating Year, the Mine Developer and Operator shall pay to TVNL, Damages equal to either  1) 300% (three hundred percent) of the Coal Mining Charge per Ton of such Coal, or	<b>In the event that the quantity of Coal dispatched from the Delivery Point during any Accounting Year falls short of the quantity of excavation, as determined by measurement, in respect of that Accounting Year, the Mine Operator shall pay to the Authority, Damages at the rate of notified price of Coal for the shortfall quantity up to 2% (two per cent) and at the rate twice (200%) the notified</b>



			<p>2) value of equivalent quantity and quality(grade) of CCL(Central Coalfields Limited)</p> <p>Coal (calculated as per its prevailing notified price), whichever of the above values (1) or (2) is higher, shall be recovered as Damages from the monthly bill of the Mine Developer and Operator. The Parties further agree that conversion of volumetric content to weight of Coal in different stacks shall be in accordance with the relevant standard industries practices. The Parties also agree that in the event of a Dispute relating to the procedure and outcome of any tests or measurements conducted hereunder, the Dispute shall be referred to an Independent Laboratory for conducting tests at such laboratory. The figures on production and Delivery of Coal during the month should be reconciled with the measurement of stockpile at the end of every month and the same should be verified from the in situ measurement to comply with the relevant standard industries practices.</p>	<p><b>price of Coal for the shortfall quantity exceeding 2% (two per cent) of excavation quantity of Coal.</b></p> <p><b>Explanation:</b></p> <p><b>The notified price of Coal for the purposes of this Clause 20.7.3 shall be the simple average of the notified price of similar coal most recently declared by the Authority.</b></p>												
13	Coal Mining Agreement	Schedule-G (2)	<p>Project Milestones( to be finalized by TVNL)</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Project Milestone</th> <th>Timeline to achieve the Project Milestones, Month</th> <th>Scheduled Completion Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Acceptance of Letter of Award</td> <td>T<sub>0</sub></td> <td>-</td> </tr> </tbody> </table>	SN	Project Milestone	Timeline to achieve the Project Milestones, Month	Scheduled Completion Date	1	Acceptance of Letter of Award	T <sub>0</sub>	-	<p>Project Milestones</p> <table border="1"> <thead> <tr> <th>S N</th> <th>Project Milestone</th> <th>Timelin e to achieve the Project Milesto nes, Month</th> <th>Schedul ed Comple tion Date</th> </tr> </thead> <tbody> </tbody> </table>	S N	Project Milestone	Timelin e to achieve the Project Milesto nes, Month	Schedul ed Comple tion Date
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S N	Project Milestone	Timelin e to achieve the Project Milesto nes, Month	Schedul ed Comple tion Date													



			11	Construction of R&R Colony	T <sub>0</sub> + 18			9	Preparation of Family Genealogy and approval of R&R Plan	T <sub>0</sub> + 13			
			12	R&R of PAPs/PAFs	T <sub>0</sub> + 18			10	Possession of R & R Land	T <sub>0</sub> + 18			
			13	Construction of the CHP and conveying system of adequate capacities along with loading arrangement from the Mine pit up to the proposed Chetar Railway Siding for coal evacuation	T <sub>0</sub> + 18			11	Construction of R&R Colony	T <sub>0</sub> + 21			
			14	Scheduled COD	T <sub>0</sub> + 18			12	R&R of PAPs/PAFs	T <sub>0</sub> + 23			
			15	Scheduled Completion Date	T <sub>0</sub> + 18			13	Construction of the CHP and conveying system of adequate capacities along with loading arrangement from the Mine pit up to the proposed Chetar Railway Siding for coal evacuation	T <sub>0</sub> + 24			
			16	Scheduled Rated Capacity Date	T <sub>0</sub> + 216		14				Scheduled COD	T <sub>0</sub> + 24	
			Note: In case the Project Milestone Date falls on Holiday, the next working day will be considered as Project Milestone Date.										
								15	Scheduled Completion Date	T <sub>0</sub> + 24			

				1 6	Scheduled Rated Capacity Date	T <sub>0</sub> + 120	
				Note: In case the Project Milestone Date falls on Holiday, the next working day will be considered as Project Milestone Date.			

*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 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**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
1	CMA	Clause 6.1.2 (g), Page 55.	<p>land acquisition for entire Coal Mine and the Project (including land for Rehabilitation and Resettlement colony and allied activities) as stipulated in clause 5.15 and Schedule P of this Coal Mining Agreement shall be the responsibility of the MDO.</p> <p>In pursuant to clause 5.15 and Schedule P, the cost of such lands shall be paid by the MDO as a Pure Agent and TVNL shall reimburse the documented cost of all such lands;</p>	<p>All documented payment for all type land required for the project including R&amp;R colony, siding, CHP, conveyor land shall be paid by TVNL directly to the concerned party. MDO shall facility such land acquisition and shall be responsible for taking physical possession of the land.</p>	<p>This is the standard industry practice and being used by Coal India, NTPC, WBPDC, DVC etc.</p>	<p>Refer Corrigendum 9.</p>

### Response to Pre- Bid Queries

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
2	CMA	Clause 9.2.1, Page 55.	<b>Additional Performance Security</b> against TVNL Obligations to MOC: In addition to the Performance Security submitted by the MDO, MDO shall submit an Additional Performance Security, in not later than 30 (Thirty) days from the date of signing of this Agreement, an irrevocable, unconditional, first demand bank guarantee from any nationalized / scheduled commercial bank in India as per Schedule Q, substantially in the form set forth in Schedule -F1 of this Agreement.	Kindly revisit this clause and absolve the MDO of the responsibility of submitting an Additional Performance Security against TVNL obligation to MoC.	Additional Performance Security equivalent to performance security to be submitted by TVNL to MoC will be an extra burden on the Mine Developer and Operator.  It has been stipulated under Clause 9.1.1 that Performance Security for Rs. 121.40 Crores shall be provided by the Mine Developer and Operator which in itself is a substantial amount of money required for exercising control in case of any lack of performance on the part of the MDO.	Refer Corrigendum 9.
3	CMA	Clause 20.7.3, Page 96-97.	<b>Measurement of excavation and Stockpile of Coal:</b> In the event that the quantity of Coal received at the Delivery Point during any Operating Year falls short of the quantity of excavation, as determined by Total Station Survey or Laser Measurement, for and in respect	The damages payable against shortages should be moderated appropriately, and the same should not exceed the widely acceptable practices in the industry. Kindly revisit this clause and make the necessary amendment.	As per clause 22.3, Delivery Point, “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	Refer Corrigendum 9.

**Response to Pre- Bid Queries**

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Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			<p>of that Operating Year, the Mine Developer and Operator shall pay to TVNL, Damages equal to either</p> <p><b>1) 300% (three hundred percent) of the Coal Mining Charge per Ton of such Coal, or</b></p> <p><b>2) value of equivalent quantity and quality(grade) of CCL(Central Coalfields Limited)</b></p> <p>Coal (calculated as per its prevailing notified price), whichever of the above values (1) or (2) is higher, shall be recovered as Damages from the monthly bill of the Mine Developer and Operator. The Parties further agree that conversion of volumetric content to weight of Coal in different stacks shall be in accordance with the relevant standard industries practices. The Parties also agree that in the event of a Dispute relating to the procedure and outcome of any tests or measurements conducted hereunder, the Dispute shall be referred to an Independent Laboratory for conducting tests</p>		<p>Developer and Operator shall be delivered by the Mine Developer and Operator only at the Delivery Points and solely to TVNL or its nominees, and to no other person.” It implies that the custodian of coal delivered at delivery point is TVNL, and MDO’s responsibility of any shortages ends there.</p> <p>Further, as per CIL’s New Code Uniform System of Maintenance, Control and Verification of Coal Stock in all Mines Para 10(ii)(a) 5% variation in coal stock does not attract any penalty provision. Para 10(iii) says, <b>“This permissible tolerance should be considered as measurement tolerance due to instrumental error,</b></p>	

**Response to Pre- Bid Queries**

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Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			at such laboratory. The figures on production and Delivery of Coal during the month should be reconciled with the measurement of stockpile at the end of every month and the same should be verified from the in situ measurement to comply with the relevant standard industries practices.		<b>error due to measurement of irregular volume and human error etc. and should be written off.”</b> <b>The rate of penalty / damage towards shortages is harsh. It needs to be moderated appropriately.</b>	
4	<b>Contract Agreement</b>	<b>Clause 28.1.2, Page 124-125</b>	The escalation on Coal Mining Charge (after adjustment for the Strip Ratio brought above) shall be determined as follows: $CMCn_{sesc} = (CMCn_s) \times (F + a \times \frac{A_n}{A_o} + b \times \frac{B_n}{B_o} + c \times \frac{C_n}{C_o} + d \times \frac{D_n}{D_o} + e \times \frac{E_n}{E_o} + p \times \frac{P_n}{P_o} + l \times \frac{L_n}{L_o}) - (CMCn_s)$ Where, n =nth Operating Year (period counted as 1st April to 31st March) counted from the Coal Production Start Date. CMCn_s= Adjusted Coal Mining Charge per tonne of coal for nth Operating Year after adjustment for the Strip Ratio.	The escalation on Coal Mining Charge (after adjustment for the Strip Ratio brought above) shall be determined as follows: $CMCn_{sesc} = (CMCn_s) \times (F + a \times \frac{A_n}{A_o} + b \times \frac{B_n}{B_o} + c \times \frac{C_n}{C_o} + d \times \frac{D_n}{D_o} + e \times \frac{E_n}{E_o} + p \times \frac{P_n}{P_o} + l \times \frac{L_n}{L_o}) - (CMCn_s)$ Where, n =nth Operating Year (period counted as 1st April to 31st March) counted from the Coal Production Start Date. CMCn_s= Adjusted Coal Mining Charge per tonne of coal for nth Operating Year after adjustment for the Strip Ratio.	In a contract for such long period of 30 Years, keeping 20% of the total fee as fixed is not realistic. It should be at the max 10%. CERC formula provides no fixed part or only 10% as fixed	Bid Condition shall prevail.



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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			CMCnsec=Escalation on Coal Mining Chargeper Tonne of coal to be calculated as detailed above..... ..... ..... F = 0.20 Fixed (F), a = 0.04 Other Stores (A), b = 0.06 Tyres (B), c = 0.17 Heavy Machinery and Parts ( C ), d = 0.325 Fuel (D), e = 0.06 Explosive (E), p = 0.025 Power (P), l = 0.12 Salaries and wages (L).....	CMCnsec=Escalation on Coal Mining Chargeper Tonne of coal to be calculated as detailed above..... ..... ..... F = 0.10 Fixed (F), a = 0.04 Other Stores (A), b = 0.06 Tyres (B), c = 0.17 Heavy Machinery and Parts (C), d = 0.425 Fuel (D), e = 0.06 Explosive (E), p = 0.025 Power (P), l = 0.12 Salaries and wages (L) .....		
5	<b>Contract Agreement</b>	<b>Clause 28.4.1, Page 126</b>	<b>Stockpiling due to non-Delivery of Coal:</b> In the event TVNL opts to not take Delivery of Coal and instructs the Mine Developer and Operator in writing to stock the Coal, otherwise available for Delivery, at the Coal Stockyard (the “Undelivered Coal”), then subject to and in accordance with the terms of this Agreement, TVNL shall pay to the Mine Developer and Operator the following amounts: (a) 80% (eighty percent) of the Coal Mining Charge per Tonne of Undelivered Coal; and	The clause needs to be modified for ensuring reimbursement of re-handling charges to the MDO, as and when such work is carried out.	Due to the absence of a designated timetable for potential re-handling scenarios, the re-handling charges cannot be included as part of the mining charges. A suitable mechanism should be established to reimburse these charges, ensuring that the Mining Developer and Operator (MDO) does not incur losses from unforeseen events. This is particularly crucial	Bid Condition shall prevail.

**Response to Pre- Bid Queries**

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Open Tender E-Tender No.: 11/Coal Block Rajbar E&D/ W/ TVNL/RAN/23-24 Dated 22.12.2023**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			(b) 20% (twenty percent) of the Coal Mining Charge per Tonne of Undelivered Coal at the time of Delivery of the Undelivered Coal (or part thereof) at the Delivery Point. <b>TVNL shall not pay any re-handling charges against the Undelivered Coal quantity.</b>		given the frequent occurrence of such incidents throughout the year or during the contract period.	
6	Geological Report	Plates	The Geological Plan, Graphic Log & the Seam Structure (Partly) are illegible, and hence not helpful for our internal assessment.	Kindly provide the Plans in Auto CAD or DWG. to PDF format.	The scan copies of PDF format enclosed are not useful.	Uploaded. Link is given below : <a href="https://tvnl.in/master_login/dashboard/upload_file_doc09/11_2324_Plates-Mine_Plan_and_GR.rar">https://tvnl.in/master_login/dashboard/upload_file_doc09/11_2324_Plates-Mine_Plan_and_GR.rar</a>
7	Mine Plan	Plates	The following Plans attached along with the tender documents are not illegible and hence not helpful for our internal assessment: 1. Surface Plan 2. Land Use Plan 3. Stage Plan at the end of 1 <sup>st</sup> Year.	Kindly provide the Plans in Auto CAD or DWG. to PDF format.	All the Plates of Mine Plan are illegible. The scan copies of PDF format enclosed are not useful.	Uploaded. Link is given below : <a href="https://tvnl.in/master_login/dashboard/upload_file_doc09/11_2324_Plates-Mine_Plan_and">https://tvnl.in/master_login/dashboard/upload_file_doc09/11_2324_Plates-Mine_Plan_and</a>

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL								
			4. Stage Plan at the end of 3 <sup>rd</sup> Year. 5. Stage Plan at the end of 5 <sup>th</sup> Year. 6. Stage Plan at the end of 10 <sup>th</sup> Year. 7. Stage Plan at the end of 20 <sup>th</sup> Year. 8. Stage Plan at the end of 30 <sup>th</sup> Year. 9. Stage Plan at the end of 48 <sup>th</sup> Year. 10. Cross Section of the above Stage Plans, except the 48 <sup>th</sup> Year Stage Plan. 11. Conceptual Plan. 12. Reclamation Plan. 13. Post Mining Land Use Plan.			<a href="#">GR.rar</a>								
8	Bid document	Clause Land use pattern of the Lease area/Page 28	<table border="1"> <thead> <tr> <th>Uses</th> <th>Area (Ha.)</th> </tr> </thead> <tbody> <tr> <td>Excavation Area</td> <td>1262</td> </tr> <tr> <td>Road, Garland drain etc.</td> <td>10.5</td> </tr> <tr> <td>CHP, Coal storage, Incline</td> <td>12.7</td> </tr> </tbody> </table>	Uses	Area (Ha.)	Excavation Area	1262	Road, Garland drain etc.	10.5	CHP, Coal storage, Incline	12.7	The land acquisition in Jharkhand is a crucial activity and need to be acquired well before the commencement of mining operations.	TVNL is the principal owner of the coal block. All the acquired land for the project purpose shall be in the	Bid Condition shall prevail.  Refer Corrigendum 9.
Uses	Area (Ha.)													
Excavation Area	1262													
Road, Garland drain etc.	10.5													
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**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.  
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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL										
		& Chapter 9, Scope of work, land acquisition/ Page No.75	<table border="1"> <tr> <td>Embankment</td> <td>9.50</td> </tr> <tr> <td>Magazine, ETP , Sedimentation tank etc.</td> <td>2.80</td> </tr> <tr> <td>Green Belting Area</td> <td>21.50</td> </tr> <tr> <td>Undisturbed</td> <td>1.0</td> </tr> <tr> <td>Total</td> <td>1320</td> </tr> </table>	Embankment	9.50	Magazine, ETP , Sedimentation tank etc.	2.80	Green Belting Area	21.50	Undisturbed	1.0	Total	1320	<p>Any delay in acquiring the land will affect the schedules. Further MDO has to acquire the land by paying the compensation in advance and TVNL will reimburse the same to MDO on documentary evidence.</p> <p>It is requested to modify the clause such that TVNL will pay the compensation towards land and R&amp;R to the land losers. However, MDO shall support TVNL for acquiring the land. This practice is being implemented in all the tenders floated by NTPC</p>	possession of TVNL. Hence acquiring the land by paying the compensation to land losers/towards R&R by TVNL is justified.	
Embankment	9.50															
Magazine, ETP , Sedimentation tank etc.	2.80															
Green Belting Area	21.50															
Undisturbed	1.0															
Total	1320															
9	Bid document	Clause 2.5, Status of approvals and clearances (5) Rehabilitation and Resettlement (R&R)/ /Page 30	R&R Plan and SIA is under preparation by TVNL	Latest status of R&R, no of PAPs/PDFs as per the latest survey may please be provided	This data is required to estimate the time required for relocation of the displaced families	<p>Bid Condition shall prevail.</p> <p>(As the R&amp;R Plan and SIA studies are in draft stage and PAFs and PAPs will be determined after the State Government approves the SIA and R&amp;R Plan.</p> <p>In light of this, the MDO is required to physically visit the mine site,</p>										

**Response to Pre- Bid Queries**

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
						<p>potentially visit local offices, and conduct due diligence at its own expense to gather details on R&amp;R and the number of PAPs/PDFs.</p> <p>The relevant chapters of the approved Mining Plan already contain details of the villages.)</p>
10	Bid document	<p>Clause 2.5, Status of activities from Sl. 6 to Sl No. 12/ /Page 30 &amp;</p> <p>Chapter 9, Scope of work, land acquisition/ Page No.76</p>	<p>To be obtained</p> <p>The documented cost of land for R&amp;R colony shall be reimbursed to MDO by TVNL</p>	<p>It is requested to provide the latest status of these activities</p> <p>It is requested to modify the clause such that, MDO shall be paid estimated cost of R&amp;R colony in advance to take up the construction of R&amp;R Colony. However, MDO shall produce required documentation for the same.</p>	<p>This data is required to estimate the time required for relocation of the displaced families</p>	<p>Bid Condition shall prevail.</p> <p>Refer Corrigendum 9.</p> <p>(No additional updates / Status under Clause 2.5, Status of activities from Sl. 6 to Sl No. 12.)</p>
11	Bid document	Clause 2.7 Obtaining &	The MDO shall, at its own cost, obtain and maintain throughout	It is requested to modify the clause such that TVNL shall obtain required	TVNL being the principle owner of the	Bid Condition shall prevail.

**Response to Pre- Bid Queries**

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
		Maintaining Approvals/Page 31	the term of the contract, all approvals, clearances, permissions, licenses etc. including forest and environment clearances necessary to perform the work as per the CMA	permissions and approvals from concerned authority. However, MDO shall support TVNL in obtaining the same.	block, the statutory authorities shall provide the approvals. However, MDO shall extend necessary support for early approvals.	
12	Bid document	Clause 2.11 Coal Handling, Transportation and Coal Evacuation Arrangement/ Page 32	MDO shall finance, design, construct, operate and maintain all the facilities of CHP. This shall include the preparatory works for CHP construction like site levelling, terracing etc., deployment of equipment for CHP incl. conveyors, stacker reclaimers, trucks etc., carrying out detail engineering, erection and commissioning of CHP incl. stacker reclaimers, truck unloading hoppers, stockpile, conveyors & rapid loading silos, transfer houses, structures, fire fighting system, pump house and other ancillary facilities	It is requested to modify the clause such that TVNL shall pay a lump sum amount which is exclusive of mining fee/Te for the Infrastructure developmental works.	In most of the tenders floated by other PSUs, MDO shall develop required Infrastructure. However, owner shall pay /reimburse the expenditure or pay an advance amount for the construction of same, which will be separate from the Mining Fee.	Bid Condition shall prevail.
13	Bid document	Clause 2.13 Land Acquisition and Rehabilitation and Resettlement	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 PDFs/ PAPs..... The MDO shall on behalf of TVNL acquire and take	It is requested to modify the clause such that TVNL shall pay compensation towards land acquisition for all type of lands directly to the beneficiaries. However, if required, MDO shall arrange for disbursement of compensation to land losers for Private land.	This system is being practiced in other similar tenders floated by other PSUs	Refer Corrigendum 9.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
		(R&R)/Page No.	physical possession and bear entire cost of all the private (Raiyte), Government and forest land .....			
14	Bid document	Clause 2.13 Land Acquisition and Rehabilitation and Resettlement (R&R)/Page No.	The MDO as Pure Agent shall undertake all R&R activities as per approved R & R plan / scheme including construction of R & R Township, Infrastructure Facilities at R&R site, employment of eligible PAPs, Payments of Compensations, Annuity to PAFs as per approved R & R policy / scheme of Jharkhand State etc. However, only the documented cost of land for R& R colony shall be reimbursed by TVNL to MDO.	It is requested to modify the clause such that TVNL shall pay the MDO required cost for development of R&R colony as approved under R&R scheme. Further, TVNL shall bear the expenditure required and pay the annuity to PDFs directly	This system is being followed in other similar tenders floated by other PSUs	Bid Condition shall prevail.  Refer Corrigendum 9.
15	Bid document	Clause 4.3 Qualification Criteria/Page No. 47	Technical Criteria The Bidder, as a Mining Contractor, should have, in the preceding 7 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	It is requested to modify the qualifying clause 4.3.1 (B) (ii) such that bidder who has the experience of handling of  “at least 12.5 Million BCM of composite volume of overburden and coal/lignite from single open cast mine in any year, out of which at least 2.50 million tonnes shall be coal / lignite”	As per the project Annual Capacity, the coal production target is @10 MT with a stripping ratio of 5.04. So the total Volume to be removed is 50 Mcum OB & Coal 10 MT.  As per the qualification requirement mentioned at 4.3.1 (B) (i) in the Tender document	Refer Corrigendum 9.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			<p>cast mines of Coal / Lignite, in any year.</p> <p>ii) At least 12.5 Million BCM of composite volume of overburden and coal/lignite from single open cast mine in any year, out of which at least 3 million tonnes shall be coal / lignite.</p>		<p>You have kept 50% of the OB Capacity as requirement i.e. 25 Mcum and as per clause 4.3.1 (B) (ii) you have kept 25% of the OB capacity as requirement.</p> <p>In similar lines please consider the coal requirement as 25% of the capacity i.e 2.5 MT.</p> <p>Hence, it is requested to modify the clause considering the above justification.</p>	
16	Bid document	Clause 5.2 Contents of the Price Proposal/ Page No. 57	Base Coal Mining Charge (BCMC) shall include all costs but not limited to costs towards all ..... maintenance of Coal Handling Plant including truck unloading hoppers, belt Conveyor / Main trunk conveyors, feeders, weighment system, Long distance tube conveyors, ground storage bunker, transfer houses, rapid loading silos and other facilities for evacuation of Coal .... Long Distance Tube conveyor upto chetar Railway	It is requested to modify the clause such MDO shall be paid base mining fee on Cost/Te basis. Separate fixed lump sum amount activity wise may be proposed for all other developmental activities which will be paid considering the progress of work.	This practice is being adopted by all the DO contracts in other PSUs like NTPC, NALCO etc.	Bid Condition shall prevail.



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			siding, construction, operation & maintenance of chetar Railway siding and other associated works etc. as per the ..... Coal Mining Agreement in (Rs. / T of ROM Coal) – Base Coal Mining Charge.			
17	Bid document	Clause 7.4 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 20.23 Crores to TVNL	It is requested to limit the Bank guarantee amount to Rs 10 Cr.	-	Refer Corrigendum 9.
18	Bid document & Draft Contract Agreement	Clause 7.5 Performance Security/ Page No.65  Performance Security/ Page No.55	The Performance Security to be submitted to TVNL shall be for an amount equivalent to INR 121.40 Crores.  Performance Security not later than 30 days from the date of signing of this Agreement, an irrevocable, unconditional first demand bank guarantee .... for a sum of Rs. 121.40 Crores	It is requested to reduce the amount towards Performance Security to 5% of the estimated annual contract value of the project.	This practice is being adopted by all the PSU companies for similar nature tenders.	Refer Corrigendum 9.
19	Bid document & Draft Contract Agreement	Clause 7.5 Additional Performance Security against TVNL Obligations to MOC/Page No. 65	The amount of Additional Performance Security to be submitted by the MDO shall be equivalent to the corresponding amount of Performance Security submitted by TVNL or to be submitted by TVNL to .....of the Allotment Agreement	It is requested to exclude the submission of Additional Performance Security by the Bidder from the scope of work of the MDO	In all other similar tenders floated by other PSU tenders such clause is not incorporated.	Refer Corrigendum 9.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
20	Bid document	Scope Division/Page No. 79	<p>Reimbursement of statutory cost and fee against obtaining Environmental Clearance to MDO.</p> <p>Reimbursement of statutory cost and fee against obtaining Forest Clearance (Stage-I and Stage-II) to MDO.</p>	<p>It is requested to modify the clause such that TVNL shall pay all the cost towards land acquisition directly to the concerned authority.</p> <p>However, MDO shall extend necessary support for taking into possession of the land.</p>		Bid Condition shall prevail.
21		Scope Division/Page No. 81	Reimbursement of the Mine Closure cost to the MDO from the escrow account, which is reimbursed by the CCO to TVNL.	It is request to modify the clause such that, if Mine closure activities are commenced after the conclusion of the agreement period, MDO shall be paid back the amount deposited by MDO during the contract period.	Since the project life will be more than the contract period, all the activities required at the time of mine closure has to be taken up by TVNL. Hence, accumulated amount till the conclusion of the contract shall be returned as lump sum to MDO.	Bid Condition shall prevail.
22	Draft Coal Mining Agreement	ARTICLE - 2 Clause No: 2.1(11) Scope of the Project	to undertake land acquisition for Coal Mine and the Project (including land for Rehabilitation and Resettlement, Compensatory Afforestation and allied activities) of the entire project land, acquisition of additional land as applicable	It is requested that, TVNL shall bear all the cost towards all any additional land to be acquired	Since, TVNL being the owner of the coal block, the cost towards land acquisition has to be borne by TVNL.	Bid Condition shall prevail.

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23	Draft Coal Mining Agreement	ARTICLE - 2 Clause No: 2.1(12) Scope of the Project  ARTICLE – 10 (10.8) Employment of PAPs/PAFs	Obligated for employment /facilitation for employment of Project Displaced Persons in accordance with the agreement.  Mine Developer and Operator shall employ such PAPs/PAFs as are eligible for employment as per the R&R Policy.	It is requested to keep the employment of displaced persons in the scope of TVNL		Bid Condition shall prevail.
24	Draft Coal Mining Agreement	ARTICLE - 2 Clause No: 2.1(15) Scope of the Project	Construction of various infrastructures such as coal handling Conveyor, CHP, Railway siding etc. based on the drawings approved for construction.	It is requested that, the cost towards developmental activities such as coal handling Conveyor, CHP, Railway siding etc. shall be paid to MDO as lump sum which is exclusive of mining fee.		Bid Condition shall prevail.
25	Draft Coal Mining Agreement	ARTICLE - 2 Clause No: 2.1(23) Scope of the Project	Construction, operation and maintenance of the Railway Siding.	It is requested to modify the clause such that that MDO shall carry out the Construction, operation and maintenance of the Railway Siding. TVNL shall pay required cost as lump sum to MDO which is exclusive of Mining Fee.		Bid Condition shall prevail.
26	Draft Coal Mining Agreement	ARTICLE - 5 /Page 30  Obligations of the Mine Developer and Operator	e) Procure issuance of the environmental clearance from the Ministry of Environment, Forests and Climate Change,..... TVNL authorizes the MDO to procure the issuance of such clearance and make payment of statutory cost and fees towards	TVNL being the owner of the Coal block, it is requested to take up the land acquisition activities by their own personnel. However, MDO shall extend necessary support for acquisition of all types of land.	This practice is adopted by all other MDO contracts of other PSUs which are concluded and being operated successfully.	Bid Condition shall prevail.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			such procurement on behalf of the ..... The TVNL shall reimburse to the MDO the payment so made			
27	Draft Coal Mining Agreement	ARTICLE - 5 /Page 31 s) to obtain Stage-I and Stage II Forest Clearance from the Ministry of Environment & Forests and Climate Change, t) obtain all statutory clearances, consents, NoC, Approvals, permits required as per the applicable laws, acts, rules, regulations, circulars etc.	It is requested to modify the clause such that, TVNL shall take up all the activities towards acquisition of land and approval of required permissions from various government authorities. However, MDO shall support TVNL for early acquisition	TVNL being the owner of the Coal block, it is requested to take up the land acquisition activities by their own personnel. However, MDO shall extend necessary support for acquisition of all types of land.		Bid Condition shall prevail.

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28	Draft Coal Mining Agreement	ARTICLE - 5 /Page 32 v) to undertake land acquisition for the entire Coal Mine and the Project ... acquisition of additional land required and to take physical possession of the complete Project land including development for mining and allied activities	Request for modification of clause such that, TVNL shall take up all the activities connected to land acquisition and R&R. MDO shall carry out taking possession of these lands. TVNL shall bear all the documented cost towards these activities	Requested to modify the clause accordingly		Bid Condition shall prevail.  Refer Corrigendum 9.
29	Draft Coal Mining Agreement	ARTICLE - 5 / Page 32 to prepare Rehabilitation and Resettlement plan for the Project, get it approved by the State	TVNL being the principal owner of the block, it is requested to prepare the R&R plan with its own personnel. However, MDO shall assist TVNL for implementation of the same.	Requested to modify the clause accordingly		Bid Condition shall prevail.

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		Government and accordingly, implement the approved plan				
30	Draft Coal Mining Agreement	Article 5.14 /Page No: 39 Coal Handling, Transportation and Coal Evacuation Arrangement	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	It is requested to modify the clause such that the cost towards construction of the conveyor system of adequate capacity to transport the coal and load the same into railway wagons shall be borne by TVNL. MDO shall carry out construction and maintain the same		Bid Condition shall prevail.
31	Draft Coal Mining Agreement	Article 5.14 /Page No: 39/40 Land Acquisition and Rehabilitation and Resettlement	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/ PAFs as per the approved R&R plan.....The cost of such lands shall be paid by the MDO as a Pure Agent and TVNL shall reimburse the documented cost of all such lands	It is requested to modify the clause such that TVNL shall bear expenditure towards the land acquisition and R&R. However, MDO shall extend necessary support for completion of the activities.	The value of coefficients for different components as mentioned in bid document are project specific.  TVNL may review the coefficients.	Refer Corrigendum 9.
32	Draft Coal Mining Agreement	Clause 22.6.2/Page No. 106 Quality of Coal shall be computed	(b) The out of seam dilution during mining shall not exceed 3% (three percent) and the declared monthly weighted average Ash Content.	It is requested to modify the clause such that The out of seam dilution during mining shall not exceed 5%	The Rajbar Coal mine has as many as 19 No. of seam including thin seams. While extraction of coal in thin seams, there will be always a possibility	Bid Condition shall prevail.

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					of contamination with the upper/lower OB layer. Hence, maintaining 97% seam quality is very difficult and may lead to coal loss. Hence, the request made for 5% coal dilution	
33	Draft Coal Mining Agreement	Coal Mining Charge Clause No: 28.1.2 Base Coal Mining Charge /different components of the Mining Fee/ Page 125	d=0.325% (Fuel) /WPI series for “HSD” as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (Base Year: 2011-12 = 100)	It is requested to modify the clause of fuel price to be considered shall the average Price / Ltr of fuel oil for the particular month under consideration at the nearest HSD supplier	The fuel price is volatile and subject to changes from time to time. Hence, it is suggested to modify as requested. This method is being followed for all other similar MDO tenders	Bid Condition shall prevail.
34	Draft Coal Mining Agreement	Article 31/ Additional Capacity Clause No: 28.2.2/Page 125	The additional Coal produced under the Additional Capacity ..... shall have the same Coal Mining Charges as mentioned in ..... payable for the Contracted Capacity.	It is requested to modify the clause such that any increase in targeted coal than the contract quantity shall be on mutually agreed basis at mutually agreed price.	There will be a possibility of increase in the operating cost due to some mining conditions. Hence, mutually agreed price will yield better results for both the parties	Bid Condition shall prevail.
35	Draft Coal Mining Agreement	Article 31 Stockpiling due to non-Delivery of Coal/ Clause	TVNL shall not pay any re-handling charges against the Undelivered Coal quantity.	It is requested to modify the clause so that TVNL shall pay MDO re-handling cost to MDO	The quantity of coal to be re-handled during the contract period cannot be estimated during the price	Bid Condition shall prevail.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
		No: 28.2.4/Page 126			quoting since the quantity of coal to be re-handled uncertain.	
36	Draft Coal Mining Agreement	Article 32 Clause 32.1.3 Audited accounts/Page 135	The Mine Developer and Operator shall provide 2) copies of its audited balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year.....	The annual accounts pertains to MDO for the projects are purely MDO's property and for their internal use. Hence, submission of these documents to TVNL may please be deleted.		Bid Condition shall prevail.
37	Draft Coal Mining Agreement	Article 36 Termination for other reasons, Clause 36.5.1 Survival rights / Page 135  No compensation on termination	Cancellation or revocation of the allotment of the Coal Mine by the Nominated Authority or the Central Government or by virtue of any order of the Court or by any statute, ordinance, notification or circular of the Government; Termination of the Allotment Agreement; Termination of the Mining Lease.	It is requested to modify the clause such that, MDO shall be paid suitable compensation, in case of termination of agreement of TVNL with Nominated authority	Since the termination happens without the default of the MDO, payment of suitable compensation in case of default of TVNL/cancellation of agreement of TVNL /termination of contract, to MDO is justified	Bid Condition shall prevail.
38	Draft Coal Mining Agreement	Schedule B Development of the mine Point No. 3, Railway siding/Page No.212	Railway Siding shall include electrical lines, electrical plants and other associated structures ..... Railway Siding / Track shall be constructed by the MDO for TVNL ....	It is requested to modify the clause such that, TVNL will obtain all the permissions required for construction of railway siding and Other facilities at site. However, MDO shall take up the construction activities. Advance payment shall be		Bid Condition shall prevail.



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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
		& Annex – II, Description of Railway track/Page No.216	& The development of Mine shall include construction of a dedicated Railway Siding as per requirement, including electric lines and electrical plants, for operation of trains from the Mine	made to MDO for construction works to be undertaken		
39	Draft Coal Mining Agreement	Annex IV (Schedule D)/ Specifications and standards for the Rail siding/Track/ Page No. 232	The Feasibility Report / DPR for laying of Railway Tracks, Railway Siding and Other ancillary works may be prepared by Railway Approved Agency appointed by MDO on its own cost	It is requested that TVNL shall take up the preparation of DPR for railway track, siding and other ancillary works. However, MDO shall take up the constructions of the same at TVNL cost which is to be paid as an advance		Bid Condition shall prevail.
40	Draft Coal Mining Agreement	(Schedule-E)/ Applicable permits/ Page No. 233	On behalf of TVNL, the Mine Developer and Operator shall obtain, as required under Applicable Laws, the following Applicable Permits...	It is requested to modify the clause such that TVNL shall process for obtaining all the required permissions from Government and statutory authorities. However, MDO shall extend its support for obtaining the same.	TVNL being the principal owner of the Coal block, the Government agencies shall extend necessary support to them in early process.	Bid Condition shall prevail.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
41	Bid Doc	7.13 (6) Page 70	Bidder shall submit only one Proposal, either individually as Bidding Company or as a member in a Bidding Consortium. It is further clarified that any of the Bidder's Direct Subsidiary (ies) and/or Direct Holding Company or members of Consortium shall not separately participate directly or indirectly in the same Bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same Bidding process, the Bids of all such Bidders shall be rejected.	Bidder shall submit only one Proposal, either individually as Bidding Company or as a member in a Bidding Consortium. It is further clarified that any of the Bidder's Direct Subsidiary (ies) and/or Direct Holding Company or members of Consortium shall not separately participate directly or indirectly in the same Bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same Bidding process, the Bids of all such Bidders shall be rejected <i>Note: If Members/partners of any Consortium involved in the participation and/or execution of some other project, participates in the present tender as an individual or as a Member/partner in different Consortium, the same shall not be construed as conflict of interest.</i>	(CCL has revised similar clause by introducing the above NOTE)  They are many MDOs who are co-consortium members in different coal mining projects. So clarity avoids legal battles later on.	Bid Condition shall prevail.
42	Bid Doc	8.1(b) Page 74	Disqualifications: b) In case the Bidder, the bidding group and/or the consortium members or any of Direct Holding and/or Direct Subsidiary whose strength Bidder is taking for qualification, in <b>7 (seven) years</b> preceding the date of issuance of this Bid	Disqualifications: b) In case the Bidder, the bidding group and/or the consortium members or any of Direct Holding and/or Direct Subsidiary whose strength Bidder is taking for qualification, in <b>3 (three) years</b> preceding the date of issuance of this Bid document have faced any of the	All Coal india and NTPC tenders (Integrity Pact): Section 5 - Previous transgression (1) The Bidder declares that no previous	Refer Corrigendum 9.

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			<p>document have faced any of the following events, in respect of mining related tender/work order/LOA issued by or mining contract entered with Central Government or State Government departments/undertakings or Public Sector Undertakings: 1) had their Performance Security forfeited; or 2) had any of their contracts terminated or suspended; or 3) have breached any terms of the tenders or contracts, which resulted in cancellation of their contracts, as applicable.</p>	<p>following events, in respect of mining related tender/work order/LOA issued by or mining contract entered with Central Government or State Government departments/undertakings or Public Sector Undertakings: 1) had their Performance Security forfeited; or 2) had any of their contracts terminated or suspended; or 3) have breached any terms of the tenders or contracts, which resulted in cancellation of their contracts, as applicable.</p>	<p>transgressions occurred in the <b>last three years</b> with any other Company in any country conforming to the anti-corruption approach or with any Public sector Enterprise in India that could justify his exclusion from the tender process.</p> <p><b><a href="https://procurementobservatoryraj.in/pdf/Implementation_of_Integrity_Pact_in_India.pdf">https://procurementobservatoryraj.in/pdf/Implementation_of_Integrity_Pact_in_India.pdf</a></b></p> <p>Note: The standard integrity Pact that is enforced in India and globally can be found at the above link.</p>	

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43	Bid Doc	8.1 (d) Page 74	if the Bidder has been blacklisted / debarred from participation in mining related tenders.	if the Bidder has been blacklisted / debarred from participation in mining related tenders, <b>as on date of submission of bid.</b>	<p><b>(the above clause prohibits participation of a blacklisted organization FOR EVER, which would be prejudicial)</b></p> <p><b>NTPC Tenders:</b> 6.2.6 (a) Bidder has not been Banned / Blacklisted <b>as on date of submission of bid</b> by Ministry of Power or Deptt. of Expenditure, Ministry of Finance. <b>Appendix 10:</b> a) We have <b>not been Banned/Blacklisted as on date of submission</b> of Project Proposal by Ministry of Power or Government of India.</p>	Refer Corrigendum 9.

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44	Bid Doc	Appendix 8 (3) Page 176	Appendix 8 (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 <b>last 7 years</b> , reckoned from the original scheduled date of Techno-Commercial bid opening.	Appendix 8 (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 <b>last 3 years</b> , reckoned from the original scheduled date of Techno-Commercial bid opening.	Period has to be limited as per the integrity pact to 3 years.	Refer Corrigendum 9.
45	CMA	4.1.2 Page 26	The Mine Developer and Operator shall satisfy the following Conditions Precedent within the time period mentioned herein and Schedule G:		Please revise / correct timelines in Schedule-G as they are impracticable. (Let us know if we can send you a sample reasonable timeline)	Refer Corrigendum 9.
46	CMA	4.2 Page 27	Damages for delay by the Mine Developer and Operator		Pls Add similar clause "Damages for Delay by the Mine Owner / Authority".  Contract Cannot be one sided. The clause that is being asked to	Bid Condition shall prevail.

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					be inserted is part of all other agreements that we have signed with Coal India Ltd, NTPC and so on.	
47	CMA	5.13 Page 39	<b>Obligations relating to progressive restoration.</b> 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.	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 be reimbursed to the MDO to the extent applicable.	TVNL cannot penalize MDO on this as Progressive Restoration of the mine is a continuous process and the MDO would have done it until the day the decision for termination would have been taken.	Bid Condition shall prevail.

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48	CMA	5.14 Page 39	<p><b>Coal Handling, Transportation and Coal Evacuation Arrangement:</b> Coal excavated through surface miners shall not require any further crushing and MDO shall Deliver Coal of size (-)100 mm, however, Coal of size (-)100mm shall be produced when the coal production is carried out through Drilling and Blasting and <b>Coal of size(-) 50mm</b> shall be produced when surface miners are used for coal.</p> <p>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 <b>transport of the same to TVNL's End use Plants in accordance with the provisions of the Bid Document</b> and the Coal Mining Agreement.</p>	PLS AMEND THIS CLAUSE SO AS TO AVOID (-50) mm size	<p>Coal Size (-) 50 mm seems not relevant. Needs to be corrected.</p> <p>MDOs responsibility ends when the coal is either loaded into trucks at coal stockyard in the mine premises or wharfloading until the conveyor and CHP are ready. After the Railway siding is ready, MDOs responsibility ends when coal is loaded into the wagons and in motion weighment is done.</p>	Refer Corrigendum 9.

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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
49	CMA	5.15 Page 40	<p><b>Land Acquisition and Rehabilitation and Resettlement (R&amp;R):</b> 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 <b>construction of R &amp; R Township</b>, 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. <b>However, only the documented cost of land for R &amp; R colony shall be reimbursed by TVNL to MDO.</b></p>	<p><b>Land Acquisition and Rehabilitation and Resettlement (R&amp;R):</b> 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 <b>ASSIST TVNL TO</b> undertake all R&amp;R activities as per approved R &amp; R plan / scheme including <b>construction of R &amp; R Township (with specific number of houses)</b>, 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 <b>WILL BE UNDER THE SCOPE OF TVNL. However, only the documented cost of land for R&amp; R colony and any relevant documented costs shall be reimbursed by TVNL to MDO</b></p>	<p>Annuity payments and all R&amp;R financial assistance will be paid directly to the PAPs through District Collector in form of cheques dispensed by TVNL. MDO will facilitate this activity.</p> <p><b>PLS SPECIFY HOW MANY HOUSES HAVE TO BE BUILT IN R &amp; R COLONY. THERE HAS TO BE A FINITE FIGURE IN ORDER TO BUDGET ACCORDINGLY AND INCLUDE THE COST IN MINING FEE. ANY SUBSEQUENT INCREASE IN R &amp; R HOUSES AFTER AGREED NUMBER OF HOUSES WILL BE BUILT AT THE COST OF TVNL.</b></p>	<p>Bid Condition shall prevail.</p> <p>Refer Corrigendum 9.</p>



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50	CMA	5.15 (1) Page 41	1) Further, the R&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). <b>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 undertake the Rehabilitation and Resettlement of the PAPs in accordance with Applicable Laws.</b>	1) Further, the R&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). <b>TVNL 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 (specific number of houses) for Rajbar E&amp;D. Any incidental expenses linked to R &amp; R Colony other than construction costs shall be borne by MDO and all such documented costs will be reimbursed to MDO. MDO shall assist in undertaking the Rehabilitation and Resettlement of the PAPs in accordance with Applicable Laws as a PURE AGENT.</b>	Getting financing from banks for core activity itself is very tough and expensive. MDO cannot fund R&R and wait for so many years to recover the same through mining fee.	Bid Condition shall prevail.
51	CMA	5.16 Page 42	The Mine Developer and Operator shall ensure connectivity from the Site up to the proposed Railway Siding to be constructed by the MDO near the existing railway station at Chetar.	The Mine Developer and Operator shall ensure connectivity <b>(metal Road/bitumin road, etc of XX width and XX length)</b> from the Site up to the proposed <b>Railway Siding to be constructed by the MDO</b> near the existing railway station at Chetar.	Pls provide length and width and type of road foreseen. Historically, no MDO has constructed a Railway siding successfully. <b>PLEASE DELETE RAILWAY SIDING CONSTRUCTION FROM MDO</b>	Bid Condition shall prevail.

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					SCOPE. THIS CAN BE CALLED AS A SEPARATE TENDER IF TVNL WANTS THINGS TO BE COMPLETED ASAP.	
52	CMA	5.17.6 Page 43	Mine Developer and Operator shall Installation, operation and maintenance of real time online monitoring system for monitoring movement of dumpers, trucks, excavators and other equipment in the mine such as OITDS (Operator Independent Truck Dispatch System).	Mine Developer and Operator shall Installation, operation and maintenance of real time online monitoring system for monitoring movement of dumpers, trucks, excavators and other equipment in the mine such as OITDS (Operator Independent Truck Dispatch System). <b>TVNL SHALL MAKE AVAILABLE A STRONG AND UNINTERRUPTED 4G LTE OR 5G SIGNAL IN THE QUARRY AREA. TVNL will provide detailed make &amp; specifications and navigational devices to be deployed; software to be used and hosting cloud to be hired, etc.</b>	UHF & VHF communication, realtime tracking, OITDS etc, have been tried in a few Coal India Ltd projects but without real success. Any thing that is tried using UNLICENSED SPECTRUM will not succeed in this. Deployment of devices that work with all the available navigation satellites, (GPS, GLONASS, GNSS, BeiDou, Galileo, NavIC), good software, hosting Cloud, 4G or 5G signal for Data and AV communication are required for getting an accuracy factor of a couple of meters. The cost of such	Bid Condition shall prevail.

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					<p>deployment is high and would adversely affect mining fee quoted. Otherwise, from prospective bidder's experience, if two shovels are working adjacently the navigational device will not be able to differentiate which shovel is loading which dumper. In order to get an apple to apple comparison for bids, you need to specify in the tender documents which navigational devices have to be deployed in HEMM, Which software, which hosting Cloud, etc.</p>	

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53	CMA	6.1.2(h) Page 46	The MDO shall undertake Rehabilitation and Resettlement activities as per the approved R&R Plan/Scheme, including construction of R&R Township,, Infrastructure Facilities at R&R site, employment of eligible PAP's, payment of compensations, Annuity to eligible PAF's (Project Affected Families) as per approved R&R Policy/Scheme of theJharkhand State, etc. However, only the cost of land for R & R colony shall be reimbursed to MDO by TVNL;	The MDO shall <b>ASSIT TO</b> undertake Rehabilitation and Resettlement activities as per the approved R&R Plan/Scheme. <b>MDO WILL CONSTRUCT R&amp;R Township (SPECIFY NUMBER OF HOUSES)</b> , Infrastructure Facilities at R&R site. <b>MDO endeavours to provide</b> employment of eligible PAP's. <b>Payment of compensations, Annuity to eligible PAF's (Project Affected Families) as per approved R&amp;R Policy/Scheme of the Jharkhand State, etc will be borne by TVNL.</b> Cost of land for R & R colony shall be reimbursed to MDO by TVNL;	The number of houses that have to be constructed are required to be put into this agreement, Going by the number of PAFs indicated in the present documentation will have adverse financial impact on MDO later on if blanket terms are agreed upon. Let us agree upon a figure, say 100, 200 or houses for R & R Colony.	Refer Corrigendum 9.
54	CMA	6.1.2(n) Page 47	installation, operation and maintenance of IT & Networking facilities for entire facilities solely being used by TVNL		Pls specify how many computers, servers and networking details. <b>NEED TO BE REVISED</b> indicating type of networks, software, hardware how many PCs and Servers etc.	Bid Condition shall prevail.  (During the pre-tender period, the Bidder may evaluate this aspect. Upon the successful award of the works, discussions shall be held with TVNL to ensure effective implementation

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						and smooth execution of the project.)
55	CMA	9.2 Page 55	<b>Additional Performance Security against TVNL Obligations to MOC:</b> 9.2.2. The amount of Additional Performance Security to be submitted by the MDO shall be equivalent to the corresponding amount of Performance Security submitted by TVNL or to be submitted by TVNL to MoCin accordance with the applicable provision of Clause No. 6.1 of the Allotment Agreement	<b>DELETE</b>	Pls <b>delete requirement of Rs. 198 Cr PBG</b> as there is no known precedence of a clause like this in MDO projects. MDOs cannot bear this burden of providing double guarantee to the mine owner. Clause 9.1.1 stipulates Rs. 121.40 Cr PBG and 9.2.2 stipulates Rs. 198 Cr PBG, totaling to Rs.319.40 Cr. Net worth the tender needs is Rs. 450Cr. The PBGs being asked is 71% of the networth of the Bidder.	Refer Corrigendum 9.
56	CMA	9.3.4 Page 57	The Successful Bidder shall be required to arrange and submit the Performance Security(s) as per clause 9.1 and Additional Performance Security(s) as per clause 9.2 and 9.3 within 30 (Thirty) Days from the date of	The Successful Bidder shall be required to arrange and submit the Performance Security(s) as per clause 9.1 and <del>Additional Performance Security(s) as per clause 9.2 and 9.3</del> within 30 (Thirty) Days from the date of signing of this Agreement, failing	Out of 30 days in a month bank works for around 24 to 25 days only. The time has to <b>be enhanced to 45 or 60 days</b>	Refer Corrigendum 9.

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			signing of this Agreement, failing which, without prejudice to any other rights of TVNL, the EMD of the Successful Bidder shall be forfeited or encashed.	which, without prejudice to any other rights of TVNL, the EMD of the Successful Bidder shall be forfeited or encashed.		
57	CMA	10.3.1 Page 61	Mine Developer and Operator shall be responsible for taking over <b>physical possession</b> of the Site and undertaking the associated activities in respect thereof at its <b>own cost and expenses</b> .	Mine Developer and Operator shall be responsible for taking over <b>physical possession</b> of the Site and undertaking the associated activities in respect thereof. <b>TVNL will provide Assistance fee for physical possession of land as below: Rs. 5 Lakhs per Acre Tenancy Land Rs. 3 Lakhs per Acre for Forest Land Rs. 2 Lakhs per Acre for Government Land</b>	Pls refer following MDO Tenders: NTPC Kerendari CS-7012-602(R6)-9-CS-PA-7265 (25 Years) (6 MTPA) Clause 16.1.A  NTPC Badam SSC-C&M-P-20032023 (23 Years) (3 MTPA)	Bid Condition shall prevail.
58	CMA	10.7 Page 62	<b>Resettlement and Rehabilitation of PAPs:</b> The Mine Developer and Operator shall be responsible for undertaking Rehabilitation and Resettlement of the PAPs/PAFs in accordance with the approved R&R Plan for the Project.	The Mine Developer and Operator shall <b>ASSIST IN</b> undertaking Rehabilitation and Resettlement of the PAPs/PAFs in accordance with the approved R&R Plan for the Project. <b>All relevant documented costs shall be reimbursed to the MDO.</b>	Annuity and other financial settlements will be done by TVNL through district collector. MDO will assist.	Bid Condition shall prevail.
59	CMA	12.1.3. (c) Page 64	Main Receiving Stations for receiving power from available grid /substation (including transmission lines etc.), HT and		Please provide distance from GSS to MRSS and relevant arrangements if any at	Bid Condition shall prevail.

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			LT substations and other facilities for power distribution system for Mine...		the GSS for drawing power. Pls provide us an Electrical Line Diagram if available.	(Bidder may carry out its own due-diligence at its own cost and expenses.)
60	CMA	12.1.3. (k) Page 65	Administrative offices of TVNL and MDO, site offices of TVNL and MDO, canteen, pithead bath, rest shelter, magazine, MDO township, Diesel Dispensing Unit, TVNL Guest house, Security barrack of TVNL and other facilities as required under Applicable Laws		Pls provide titles of each and every office, plinth areas and type of construction required for each and every building being referred to. Costs cannot be figured out without such data.	Bid Condition shall prevail.  (Bidder may carry out its own due-diligence at its own cost and expenses.)
61	CMA	15.5.1 Page 76	If the Change of Scope Order results in a reduction in Scope of the Project, the Mine Developer and Operator shall pay to TVNL 80% (eighty per cent) of the sum saved therefrom within 30 (thirty) days from the date of Change of Scope Order, and upon such payment to TVNL, the obligations of the Mine Developer and Operator in respect of such works shall be deemed to have been fulfilled.	If the Change of Scope Order results in a reduction in Scope of the Project, the Mine Developer and Operator shall pay to TVNL 80% (eighty per cent) of the sum saved therefrom within 30 (thirty) days from the date of Change of Scope Order, and upon such payment to TVNL, the obligations of the Mine Developer and Operator in respect of such works shall be deemed to have been fulfilled. <b>If the reduction of scope of project causes idling of MDOs men and machine, an amount equal to 25% of the mining charge shall be paid.</b>	Men and Machine idling is a huge overhead for MDO and has to be compensated. Equipment is high capex item and cannot stand idle while MDO pays the EMIs	Bid Condition shall prevail.

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62	CMA	16.8 Page 81	Damages for breach of maintenance obligations	Please delete this clause	MDOs objective is to meet the production targets and derive some profit out of the operations. LDs are being charged for shortfall in production. Hence, MDO cannot be subject to any deadlines for reviving a breakdown machine. All that matters is production. <b>TVNL has already set LD clauses which can be applied for production shortfalls.</b>	Bid Condition shall prevail.
63	CMA	16.9.1 Page 82	In the event the Mine Developer and Operator does not maintain and/or repair the Mine and Equipment or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from TVNL or the Engineer-in-Charge, as the case may be,	DELETE	<b>TVNL has already set LD clauses which can be applied for production shortfalls.</b>  Termination is too much. Penalizing and terminating the MDO services for small things rather than getting the mine up and running, would be detrimental <i>ut et partes.</i>	Bid Condition shall prevail.



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			TVNL shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Mine Developer and Operator, and to recover its cost from the Mine Developer and Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Mine Developer and Operator to TVNL as Damages. For the avoidance of doubt, the right of TVNL under this Clause 16.9.1 shall be without prejudice to its rights and remedies provided under Clause 16.8.		Kindly note some projects struggling to get atleast one bidder for the last 5 years due to one sided contractual clauses.	
64	CMA	17.1 Page 85	Safety Requirements		Why atleast once there was no reference to DGMS in this clause? DGMS is a statutory body incharge of overseeing and enforcing safety in the mines.	Bid Condition shall prevail.  (This is as per MOC's Model Contract Agreement.)
65	CMA	18.2.7 Page 90	Transportation of Coal	<b>DELETE</b>	<b>Please delete this clause and float it as a separate tender.</b>	Bid Condition shall prevail.
66	CMA	19.3 Page 92	<b>Real Time Monitoring of Operations</b>		pls refer 5.17.6 above	Bid Condition shall prevail.

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67	CMA	20.5.2 Page 95	The Engineer-in-Charge shall require the Mine Developer and Operator to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Mine and Equipment into compliance with the Maintenance Requirements and the procedure set forth in this Clause 20.5 shall be repeated until the Mine and Equipment conform to the Maintenance Requirements. In the event that remedial measures are not completed by the Mine Developer and Operator in conformity with the provisions of this Agreement, TVNL shall be entitled to recover Damages from the Mine Developer and Operator under and in accordance with the provisions of Clause 16.8	The Engineer-in-Charge shall require the Mine Developer and Operator to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Mine and Equipment into compliance with the Maintenance Requirements and the procedure set forth in this Clause 20.5 shall be repeated until the Mine and Equipment conform to the Maintenance Requirements. In the event that remedial measures are not completed by the Mine Developer and Operator in conformity with the provisions of this Agreement, <del>TVNL shall be entitled to recover Damages from the Mine Developer and Operator under and in accordance with the provisions of Clause 16.8</del>	Explained against 16.8 above.	Bid Condition shall prevail.  (16.8 Damages for breach of maintenance obligations: In the event that the Mine Developer and Operator fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and TVNL shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 1% (one per cent) of the Average Daily

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						Coal Mining Charge, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Engineer-in-Charge. Recovery of such Damages shall be without prejudice to the rights of TVNL under this Agreement, including the right of Termination thereof.)
68	CMA	20.7.3 Page 96	In the event that the quantity of Coal received at the Delivery Point during any Operating Year falls short of the quantity of excavation, as determined by Total Station Survey or Laser Measurement, for and in respect of that Operating Year, the Mine Developer and Operator shall pay to TVNL, Damages equal to either <b>1) 300% (three hundred percent) of the CoalMining Charge per Ton of such Coal,</b>	DELETE	Total Station Survey or Laser Measurement is Volumetric measurement. Whereas, Coal Delivered is on weighment basis. Accurate reconciliation between these two is impossible. Hence, there have to be tolerances around 3%.	Refer Corrigendum 9.

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			<p>or                      2) value of equivalent quantity and quality(grade) of CCL(Central Coalfields Limited) Coal (calculated as per its prevailing notified price),</p>		<p>MDOs responsibility for quality and quantity of coal has to end at the moment coal is loaded into the railway wagons and weighment is recorded. In case Railway siding is not ready MDOs responsibility ends when coal is loaded into trucks at mine and weighment is recorded. MDO DOES NOT HAVE THE RESOURCES TO KEEP TRACK OF THE COAL WAGONS FOR 160 KMS. Moreover, it is advised to look into Coal India Tenders concerning allowed transit losses and relevant penalties. TVNL clauses are far from reality. (No one quoted for one MDO tender due to similar clauses)</p>	

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69	CMA	20.7.4 Page 97	TVNL shall not be liable to pay any taxes and duties imposed by Central Govt., State Govt., MoC, Govt. Authority on short fall quantity of Coal as determined under Clause 20.7 and MDO shall bear all taxes and duties as applicable if any.	DELETE	Taxes are paid on invoices and amounts paid / received. Abstract things cannot be taxed.	Bid Condition shall prevail.
70	CMA	21.2.2 Page 98	The Mine Developer and Operator may undertake advance removal of Overburden in excess of the Scheduled Overburden Quantity, with the prior written approval of TVNL.	The Mine Developer and Operator may undertake advance removal of Overburden in excess of the Scheduled Overburden Quantity, with the prior written approval of TVNL. <b>Adhoc payment for OB removal for Box Cut per CuM shall be paid at 18% of quoted Mining Fee for average Strip Ratio. This provision of Adhoc payment shall be for one year or touching of coal, whichever is earlier. The above Adhoc advance/payment shall be fully adjusted in 24 equal monthly instalments. If monthly equal instalment (as mentioned above) is greater than RA bill amount for mining fee, then only the same shall be adjusted from next RA bill along with current equal monthly installment and so on.</b>	The average stripping ratio for 48 years is <b>5.04</b> . This clause is asking us to take permission for overstripping from day one onwards because the average stripping ratio for 30 years would be around <b>5.37</b> . <b>PLS AMEND THE CLAUSE 21.2.1 TO REFLECT AVERAGE STRIPPING RATIO FOR 30 YEARS. This helps in avoiding any future dispute.</b> Adhoc Payment for Boc Cut / OB removal are paid in CIL and NTPC tenders to keep MDO cash flows in order.	Bid Condition shall prevail.

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71	CMA	21.3 Page 98	Damages for Failure to remove Overburden		Please incorporate clauses considering a scenario where MDO removes more than stipulated overburden.	Bid Condition shall prevail.
72	CMA	22.3 Page 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 Developer and Operator only at the <b>Delivery Points</b> and solely to TVNL or its nominees, and to no other person	<b>Delivery Point</b> <del>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 Developer and Operator only at the Delivery Points and solely to TVNL or its nominees, and to no other person</del>	Please define delivery points, viz., Truck loading point on the pit head / at stock yards, loaded into the railway wagons at siding, etc. <b>MDO cannot agree for a delivery point that is 160 Km's away from the mine as no resources for such undertaking are available with MDO.</b>	Bid Condition shall prevail.
73	CMA	25.5.1 Page 103	<b>Note:</b> Coal mined from Rajbar D&E Coal Mine shall be supplied to TVNL on an exclusive basis. Non adherence of this by the MDO shall be termed as an event of MDO's Default for the purpose of the Clause 36.1. In such an event, damages equal to either; (a) amount equivalent to 300% of the CoalMining Charge against such quantity of Coal or; (b) value of equivalent quantity	DELETE	MDO WILL LOAD THE RAILWAY WAGONS IF THE SIDING IS READY; OR TRUCKS OF TVNL OR ANY PARTY AUTHORIZED BY TVNL WILL BE LOADED AT THE PIT HEAD / STOCK YARD. MDO DOES NOT SUPPLY COAL AT TVNL	Bid Condition shall prevail.

**Response to 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**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			and quality of CCL Coal (calculated as per its prevailing notified price) ; whichever is higher, shall be recovered by TVNL from the MDO.		FACILITIES 160 KM AWAY, AS SUCH RESOURCES ARE UNAVAILABLE WITH MDO. SEPARATE TENDERS MAY BE CALLED FOR TRANSPORTATION OF COAL AND SECURITY OF RAILWAY WAGONS FROM RAILWAY SIDING TILL TVNL POWER PLANTS	
74	CMA	22.5.2 Page 105	The quantity of Coal that could not be delivered by the Mine Developer and Operator for the Operating Year owing to non-allotment / non placement of wagons for loading by the railways shall be considered as shortfall quantity for accounting of Damages for the shortfall in Actual Production and Delivered Coal in any Operating Year as per Clause 22.5. However, TVNL may in its sole discretion grant relaxation in payment of Damages by the MDO on account of such shortfall under	MDO will put all his earnest efforts to ensure timely placement of wagons and will constantly follow-up with Railway authorities for smooth movement of the rakes. A record will be maintained by MDO for such activity for future reference. Any issues not in the resolvable reach will be escalated to TVNL before hand for taking up the matter with the Railways.	MDO WILL PROVIDE DOCUMENTARY EVIDENCE CONCERNING FOLLOWUPS WITH RAILWAYS FOR RAKE ALLOTMENT. NON PLACEMENT OF WAGONS INSPITE OF MDO FOLLOWUP SHOULD NOT LEAD TO ANY LIQUIDATED	Bid Condition shall prevail.

**Response to 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.  
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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL								
			<p>this Clause subject to fulfillment of following conditions:</p> <p>(a) Mine Developer and Operator has extracted the Coal as per the Annual Production Programme; and</p> <p>(b) Mine Developer and Operator has established to the satisfaction of TVNL that it has taken diligent and sufficient measures to ensure allotment of wagons</p>		<p>DAMAGES ON MDO.</p> <p>GRANTING DISCRETIONARY POWERS TO PEOPLE AT THE HELM OF THE AFFAIRS LEADS TO CORRUPTION.</p>									
75	CMA	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" data-bbox="571 1109 936 1465"> <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_{insitu-avg})-150Kcal/Kg.</math></td> <td>-</td> </tr> </tbody> </table>	S N	Parameter	Specified Value	Rejection	1	Gross Calorific Value (Equilibrated Basis)	$G_{avg}=(G_{insitu-avg})-150Kcal/Kg.$	-	<p><b>However, actual maximum ash content permissible will be arrived after analysis subsequent to infill drilling.</b></p>	<p>4.6.2, page 46 of GR - Proximate Analysis shows borehole wise seam wise ash content. Maximum average ash content is above 50%. Ash content has to be ascertained after infill drilling is done and samples are analyzed. Please explain what has to be inferred if coal above 100mm is rejected. Will TVNL retain coal above 100mm and also penalize MDO?</p>	<p>Bid Condition shall prevail.</p>
S N	Parameter	Specified Value	Rejection											
1	Gross Calorific Value (Equilibrated Basis)	$G_{avg}=(G_{insitu-avg})-150Kcal/Kg.$	-											



**Response to Pre- Bid Queries**

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SN	Document Reference	Clause and Page Reference	Existing Provision				Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
			2	Ash Content(ADB)	upto 34%	above 34%			
			3	Total Moisture	upto 10%	-			
			4	Size of Coal	upto100 mm* (ASTM standard )	above 100 mm * (ASTM standard)			
76	CMA	22.6.4 page 107	<b>Coal Mining Charge Adjustment</b> Without prejudice to other rights of TVNL herein, for any deviations in the results of Coal Tests conducted at the <b>Delivery Point</b> on rake to rake basis, in TVNL's Laboratory the Coal Mining Charges shall be adjusted as under:				<b>Coal Mining Charge Adjustment</b> Without prejudice to other rights of TVNL herein, for any deviations in the results of Coal Tests conducted at the <b>RAILWAY SIDING</b> on rake to rake basis, in TVNL's Laboratory the Coal Mining Charges shall be adjusted as under:	COAL QUALITY AND QUANTITY RESPONSIBILITY FOR MDO ENDS AT RAILWAY SIDING OR TRUCK LOADING.	Bid Condition shall prevail.

**Response to 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**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
77	CMA	22.6.7 page 108	Damages for receipt of excessively wet Coal, oversized Coal at power station	Damages for receipt of excessively wet Coal, oversized Coal at <b>RAILWAY SIDING.</b>	COAL QUALITY AND QUANTITY RESPONSIBILITY FOR MDO ENDS AT RAILWAY SIDING OR TRUCK LOADING.	Bid Condition shall prevail.
78	CMA	22.7 page 108	Penalty for Damages to Coal Handling Plant of TTPS:	PLS DELETE THIS AND ALL CONNECTED CLAUSES	We are MDO for Vedanta Jamkhani Mine. We did not encounter such clauses concerning coal receipt at their power plants.	Bid Condition shall prevail.
79	CMA	25.3 page 112	<b>Title and Risk in Coal</b> The Mine Developer and Operator acknowledges and accepts that the entire Coal mined from the Mine shall be the property of TVNL and the right, title and interest in the Coal including after it is mined shall, at all times, vest in TVNL notwithstanding that the risk of handling the Coal till the Delivery Points and acceptance thereof shall be that of the Mine Developer and Operator.	Title and Risk in Coal The Mine Developer and Operator acknowledges and accepts that the entire Coal mined from the Mine shall be the property of TVNL and the right, title and interest in the Coal including after it is mined shall, at all times, vest in TVNL notwithstanding that the risk of handling the Coal till the <b>RAILWAY SIDING / LOADING OF TRUCKS AT PIT COAL STOCK YARD</b> and acceptance thereof shall be that of the Mine Developer and Operator.	DELIVERY POINT WILL BE THE RAILWAY SIDING OR TRUCK LOADING.	Bid Condition shall prevail.

**Response to 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**

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
80	CMA	28.1.2 page 123	Base Coal Mining Charge shall be revised in the following manner		Please amend this clause. Avg Strip ratio is 5.37 for 30 years. <b>PLEASE REFER AT THE END FOR POPOSED FORMULA AND PROPOSED INDIVIDUAL COST COMPONENTETS. THESE MAY PLEASE BE INCORPORATED.</b>	Bid Condition shall prevail.
81	CMA	28.4.2 Page 126	However, TVNL shall not liable to pay any amount to Mine Developer and Operator against non-Delivery of Coal quantity as mentioned below; <b>i) If there is insufficient supply of wagons at the Loading Point owing to the railways not allotting wagons or not placing wagons for loading due to which TVNL cannot take Delivery of Coal;</b> ii) Non-Delivery of Coal due to Force Majeure; and iii) Non-Delivery of Coal due to Mine Developer and Operators Default.	However, TVNL shall not liable to pay any amount to Mine Developer and Operator against non-Delivery of Coal quantity as mentioned below; <del><b>i) If there is insufficient supply of wagons at the Loading Point owing to the railways not allotting wagons or not placing wagons for loading due to which TVNL cannot take Delivery of Coal;</b></del> ii) Non-Delivery of Coal due to Force Majeure; and iii) Non-Delivery of Coal due to Mine Developer and Operators Default.	Delete item no i). MDO can make documented follow-up with railways for supply of wagons to facilitate coal evacuation. MDO cannot ensure 100% compliance always. This cannot be counted as MDOs default.	Bid Condition shall prevail.

**Response to 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.  
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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
82	CMA	29.1.5 Page 128	Each Monthly Invoice delivered, shall become due and payable within <b>60 (sixty) days</b> after the receipt of such Monthly Invoice, together with relevant supporting documents showing the basis for the calculation of such sums, by the Party upon whom the same is raised;	<b>80%</b> of each of Preceding Month's Invoice delivered by 5th day of the current month, shall become due and payable within <b>10 (TEN) days</b> after the receipt of such Monthly Invoice, together with relevant supporting documents showing the basis for the calculation of such sums, by the Party upon whom the same is raised; balance <b>20%</b> within 30 Days of initial submission of the monthly invoice.	PLS refer any Coal India Ltd MDO tenders.  MDO bears huge costs for financing the project. 60 days for invoice payment will impact cash flows and raise interest payments.	Bid Condition shall prevail.
83	CMA	29.1.6 (ii) Page 128	Each Miscellaneous Invoice delivered to TVNL or Mine Developer and Operator, as the case may be, shall become due and payable by TVNL or Mine Developer and Operator, as the case may be, within 60 (sixty) days after the receipt of such Miscellaneous Invoice, together with relevant supporting documents showing the basis for the calculation of such sums, by the Party upon whom the same is raised;	Each Miscellaneous Invoice delivered to TVNL or Mine Developer and Operator, as the case may be, shall become due and payable by TVNL or Mine Developer and Operator, as the case may be, within <b>30 (Thirty) days</b> after the receipt of such Miscellaneous Invoice, together with relevant supporting documents showing the basis for the calculation of such sums, by the Party upon whom the same is raised;	Refer above	Bid Condition shall prevail.

**Response to 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.  
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SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL
84	CMA	29.1.10 (e.) Page 128	Payment shall be made within 30 days from the date of receipt of complete details for reimbursement to Engineer in charge's office or approval for payment from TVNL whichever is later.	<b>80%</b> Payment shall be made within <b>10 days</b> from the date of receipt of complete details for reimbursement to Engineer in charge's office or approval for payment from TVNL whichever is later. <b>Remaining 20% within 30 days</b> from the initial invoice submission date.	Pls Amend.	Bid Condition shall prevail.
85	CMA	29.2 Page 129	Disputed Amounts	Payment shall be made within <b>30 days</b> after resolution of a dispute.	Pls Amend.	Bid Condition shall prevail.
86	CMA	34.1 Page 142	Compensation for default by Mine Developer and Operator		PLEASE INCLUDE NEW CLAUSES FOR "COMPENSATION FOR DEFAULT OF TVNL" Contract Agreement Cannot be onesided	Bid Condition shall prevail.
87	CMA	36.1.1 (g) Page 145	The Mine Developer and Operator is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;	PLS DELETE THIS	Ultimately MDO has to strive to deliver his best for his own survival.	Bid Condition shall prevail.
88	CMA	36.2.1 (c.) Page 148	Further, in case of Termination due to MDO's Default, TVNL shall recover an amount equivalent to the Coal Mining Charge due and payable for and in respect of period upto the date on which the Termination Notice is issued and TVNL shall have the right to set off the same.	PLS DELETE THIS	Why add a superfluous clause for penalizing the MDO. Contract Agreement should not be too prejudicial towards MDO.	Bid Condition shall prevail.

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89	CMA	36.2.2 (c) Page 148	No Termination Payment shall be due and payable prior to COD; and	Delete this	What happens to the investment that MDO makes until COD?	Bid Condition shall prevail.
90	CMA	47.1.1 Page 195	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 <b>two years</b> 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,	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 <b>FOUR years</b> 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,	Rated capacity of 10 MTPA arrives in 8th year. In 4th year production will be at 7 MTPA which is a reasonable time to deploy new equipment. Lead times for delivery of new equipment are much beyond 2nd year after ordering.	Bid Condition shall prevail.
91	CMA	Annex-1 Sch-A Page 200			Please provide broad specifications of CHP and Tube Conveyor.	Bid Condition shall prevail.  (Bidder shall refer Mining Plan and

**Response to Pre- Bid Queries**

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						carry out its own due-diligence at its own cost and expenses.)
92	CMA	NEW	Advance for Procurement of New HEMM / Mobilization	Based on request of Mine Operator, TVNL shall provide interest bearing advance payment for procurement of any new HEMM. The aforesaid interest bearing advance shall be limiting upto 15% of HEMM FOR (Free on Road) Destination price (incl all taxes and duties) as per the Purchase Order.	Insert a new clause for provision of advance for HEMM procurement	Bid Condition shall prevail.
93	Others	NEW			Please provide mining plan and GR Plates in AutoCAD Format	Uploaded. Link is given below : <a href="https://tvnl.in/master_login/dashboard/upload_file_doc09/11_2324_Plates-Mine Plan and GR.rar">https://tvnl.in/master_login/dashboard/upload_file_doc09/11_2324_Plates-Mine Plan and GR.rar</a>
94				Adjustment to Mining Fee for Strip Ratio		Bid Condition shall prevail.

**Response to Pre- Bid Queries**

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				<p>The Mining Fee as per the Project Agreement shall be adjusted for the Strip Ratio calculated in the APP for that Operating Year. The adjustment in Mining Fee for the Strip Ratio shall be as under: For Operating Year 1 to Operating Year 30 Mining Fee adjusted for Strip Ratio</p> $MF_{ns} = MF_n \times (0.1 + 0.9 \times \frac{(1 + SR_n)}{(1 + SR_0)})$ <p>Where, MF n = Quoted Mining Fee (excluding GST @ 18%) per tonne of coal produced for average Strip Ratio of 5.04 (5.37) SR0 = The Base Strip Ratio for the term of the Project Agreement i.e. 5.04 (5.37) SRn = Strip Ratio for nth Operating Year as specified in APP MFns = Adjusted Mining Fee per tonne of coal for nth Operating year after adjustment for the Strip Ratio.</p>		
				<p><b>Escalation on Mining Fee</b> The escalation on Mining Fee (after adjustment for the Strip Ratio, as brought above), shall be as per the</p>		<p>Bid Condition shall prevail.</p>



## Response to 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

SN	Document Reference	Clause and Page Reference	Existing Provision	Proposed Modification/ Clarification Required	Justification of Bidder	Reply of TVNL																
				following terms and the formula on quarterly basis, (Billing on monthly basis)																		
				<p><b>Components of Escalation</b> The details of different components of escalation are provided in the table below</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S.No.</th> <th style="text-align: center;">Value of Coefficient</th> <th style="text-align: center;">Description of coefficient</th> <th style="text-align: center;">Source of Index/ Price</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">F = 0.20</td> <td style="text-align: center;">Fixed</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">a = 0.04</td> <td style="text-align: center;">Other Stores</td> <td style="font-size: small;">WPI series for "All Commodities" as published by the Office of Economic Advisor, Ministry of Commerce &amp; Industry, Government of India (Base Year: 2011-12 = 100)</td> </tr> </tbody> </table>	S.No.	Value of Coefficient	Description of coefficient	Source of Index/ Price	1	F = 0.20	Fixed		2	a = 0.04	Other Stores	WPI series for "All Commodities" as published by the Office of Economic Advisor, Ministry of Commerce & Industry, Government of India (Base Year: 2011-12 = 100)		Bid Condition shall prevail.				
S.No.	Value of Coefficient	Description of coefficient	Source of Index/ Price																			
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				<p>A, B, C &amp; E refers to the published Price Indices of corresponding major cost components, as mentioned in the table above.</p> <p>- P shall be the Power Tariff, as mentioned in the table above</p> <p>- D shall be as mentioned in the table above. Prices applicable for Bulk Diesel during previous month shall be sought directly by Mine Owner from IOCL through their official mail at the</p>		Bid Condition shall prevail.																

**Response to Pre- Bid Queries**

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				<p>start of each month</p> <p>- L shall be the Index for Labour, as mentioned in the table above</p> <p>- W shall be the Index for Minimum Wages, as mentioned in the table above @ Bidder have to indicate Value of Coefficients of Salaries and wages (l &amp; w) keeping the sum i.e. <math>l + w = 0.12</math>;</p> <p>* Bidder have to indicate Value of Coefficients of Fuel and Power (d &amp; p) keeping the sum i.e. <math>d+p = 0.30</math> to 0.40;</p> <p>and Bidder have to indicate Value of Coefficients of Tyres (b), Heavy Machinery and parts (c), Fuel (d), Explosive(e), and Power (p) keeping the sum i.e. <math>F+a+b+c+d+e+p+l+w = 1.0</math></p>		
				<p>The escalation on Mining Fee (after adjustment for the Strip Ratio) shall be determined as follows:</p> $MF_{Esc} = (MF_n) \times \left( F + a \times \frac{A_n}{A_0} + b \times \frac{B_n}{B_0} + c \times \frac{C_n}{C_0} + d \times \frac{D_n}{D_0} + e \times \frac{E_n}{E_0} + p \times \frac{P_n}{P_0} + l \times \frac{I_n}{I_0} + w \times \frac{W_n}{W_0} \right) - (MF_0)$		
				<p>Where,</p> <p>n = n th Operating Year (period counted as 1 st April to 31 st March) counted from the Coal Production Start Date.</p> <p>MF ns = Adjusted Mining Fee per</p>		

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				Tonne of coal for nth Operating year after adjustment for the Strip Ratio $MF_{n\text{esc}} = \text{Escalation on Mining Fee per Tonne of coal to be calculated as detailed above}$		
				For the Indices / Prices, subscript 'o' refers to Indices/Prices as on JANUARY 2024. Subscript 'n' refers to average of monthly Indices/Prices during the previous quarter.  The Payment throughout the ensuing Operating Year shall be made based on the adjusted Mining Fee for Strip Ratio and escalation. The actual quantities of coal and overburden shall be reconciled at the end of each Quarter to determine the actual Strip Ratio and the cumulative payments made till that Quarter to the Mine Operator shall be adjusted. In case of excess overburden will be adjusted in the next financial year.		Bid Condition shall prevail.
				Total Mining Fee for Operating Year "n" = MFTotal $MF_{\text{Total}} = (MF_{\text{ns}} + MF_{\text{ns esc}})$		Bid Condition shall prevail.