

ADDENDUM

**HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS
AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND
COAL MINING AGREEMENT (CMA)**

**REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND
OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL**

NOTE:- It is brought to the notice of all bidders that due to some Technical difficulties at the NIC e-procurement Portal, Haryana the e-NIT No. 37/HPGCL/CE/Fuel-213 dated 20.02.2024 (TENDER ID-2024_HBC_356604_1) having last date of bid submission as 10.06.2024 and Tender Opening Date as 14.06.2024 has been cancelled and in its place a fresh e-NIT No. 41/HPGCL/CE/Fuel-213 dated 05.06.2024 has been issued having last date of bid submission as 14.06.2024 and Tender Opening Date as 18.06.2024 with the same terms and conditions as in the earlier e-NIT No.37/HPGCL/CE/Fuel-213 dated 20.02.2024 and its Corrigendum dated 01.06.2024.

This Addendum shall be the integral part of the e-NIT no. 41/HPGCL/CE/Fuel-213 dated 05.06.2024. Bidders are requested to refer this addendum alongwith RFP & CMA for more clarity. In case of any discrepancy in the provisions of RFP, CMA & addendum, provisions of addendum shall prevail.

S.N.	Document Reference/ Name	Page No. and Clause Reference	Existing Provision	Modification /Clarification Required by Bidder	HPGCL Response
1. Gangaramchak Mining Pvt. Ltd.					
1.	NIB	Page 9 of 130, Clause 2.3.	The Bidder should have conducted exploration activities by drilling a	Clause 2.3 may be deleted. Till date most of the MDO	Bid conditions shall prevail.

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			minimum meterage of 15,000 meters by its own or through subcontracting from maximum 5 (five) opencast mines of coal/ lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore in India as on the date of Tender Floating.	Tenders published are for explored blocks except Saharpur Jamarpani Block of UPRVUNL and therefore never asked for any such exploration requirement in their TQR.	
2.	NIB	Page 17 of 130, Clause 9.0 (vii) Note-II	Note-II: “Prospective bidders are advised to quote costing relating to Phase-I activity as per schedule of price, the maximum capping of the work will be Rs. 25.0 crore. In case, bidder(s) quoting more than this amount, the costing will be restricted to Rs. 25.0 crore for commercial evaluation of bids and payment will also be restricted to Rs. 25.0 crore.”	Kindly remove the cap of INR 25 crore fixed towards the cost of carrying out Phase-I activities, as it may not be practical due to volatility in the cost of resources required for execution of the work. Please consider eliminating the INR 25 crore cap set for Phase-I activities, as it might not be feasible during the bidding process, given the potential fluctuation in resource costs for executing the work in the future.	Bid conditions shall prevail.
3.	NIB	Page 23 of 130, Clause C	C. Alternate Arrangement of Coal Transportation: Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding near the block, or in the event of non-commissioning of the same, MDO shall	Kindly clarify regarding crushing of coal in the event of delay in commissioning of the CHP, and if alternative arrangement needs to be made temporarily, what	Clause 9.0 (c) - Scope of Work, P.N. 23 of RFB, Clause 2.1(c), P.N 23 of the CMA and Clause no 35.7, P.N 142 of the CMA are amended as below:

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			<p>load the coal in to the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and load into the Railway wagons (the “Loading Point”).</p> <p>Outside the Mine Lease boundary, MDO shall be paid with the external Coal Transportation Charge by road and also the Loading Charge (both excluding GST) up to the Loading Point which shall be as per the prevailing prices as notified by CCL (CIL) applicable for mines of CCL in Jharkhand State.</p> <p>For example, the notified coal Surface to Surface transportation charges of CCL effective from 29.08.2022 (Schedules of Rates to be revised from time to time by CCL) are as follows:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>..... Similarly, notified price of CCL(CIL) for Loading of Coal with contractor’s pay-loader into railway wagons is Rs. 9.54 /tonne at railway siding including</p>	<p>shall be the rate applicable for crushing?</p>	<p>C. Alternate Arrangement of Coal Transportation:</p> <p>Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding(s), or in the event of non-commissioning of the same, the MDO shall load the coal in to the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and load into the Railway wagons (the “Loading Point”).</p> <p>MDO shall supply coal with a size of hundred (100) millimetres or less as per the provisions of clause 31.2.2 (size of Coal) as specified in the CMA.</p> <p>Outside the Mine Lease boundary, MDO shall be paid with the external Coal Transportation Charge by road and also the Loading Charge (both excluding GST) upto the Loading Point which shall be as per the prevailing prices as notified by CCL (CIL) applicable for mines of CCL in Jharkhand State.</p>
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			<p>levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc. as per instruction of Mining in charge / HPGCL).</p>		<p>For example, the notified coal Surface to Surface transportation charges of CCL effective from 29.08.2022 (Schedules of Rates to be revised from time to time by CCL) are as follows: Table from RFB/CMA: Similarly, notified price of CCL(CIL) for Loading of Coal with contractor's pay-loader into railway wagons is Rs. 9.54 /tonne at railway siding including levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc. as per instruction of Mining in charge / HPGCL).</p> <p>No Loading Charges shall be extra for coal loaded at Railway siding(s) after commissioning of the same inside the mining lease area.</p> <p>Provided that till the construction of CHP, where the coal is required to</p>
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					<p>be crushed by mechanical means / mobile crusher / semi-mobile crusher / fixed crusher for limiting the size 100 mm, or any other lower size, the HPGCL shall pay sizing / crushing charges, as applicable and as notified by CIL / CCL till the construction of CHP. However, sizing / crushing charges payable to MDO shall be discontinued after expiry of timelines for construction of CHP as specified in schedule-G of the CMA.</p> <p>Provided further that MDO shall strictly adhere to the Project timelines and Scope of Work in accordance with the provisions of CMA, Schedule G and T and any delay in the construction of HPGCL's Coal Evacuation facilities such as CHP, Silo and Railway Siding (s) will attract penalty as per manner specified in clause 4.3 of the CMA, unless otherwise any waiver if so granted by HPGCL for the reasons beyond the control of MDO or due to Force Majeure Event.</p>
4.	ITB	Page 39 of 130, Clause 5 (III)	Location and Boundary Coordinates: The block is located to the north of Amrakonda-Murgadangal (Captive) Block.	Kindly provide a copy of the toposheet.	<p>Uploaded Link is given below : [REDACTED]</p> <p>.</p>

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			The limiting Coordinates of the blocks are: Latitude: 24 ⁰ 08'17.09"- 24 ⁰ 10'31.96" Longitude: 87 ⁰ 31'14.96"- 87 ⁰ 32'39.90" Topo sheet no 72 P/12		
5.	ITB	Page 49 of 130, Clause 9.3.4.1	BID GUARANTEE / EMD: Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 308,00,00,000 (Rupees Three Hundred and Eight Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD".	EMD requirement may please be reduced to Rs 1 Cr. Why such high EMD is demanded? Normally it is Rs 1-2 Cr in Coal India Tenders. UPRVUNL in its 18 MTPA Saharpur Jamarpani tender has asked for Rs 12 Cr EMD. Kindly revisit this clause, and clarify the reason for collecting such an astronomical sum towards BID GUARANTEE/EMD from the prospective bidders.	Clause 9.3.4.1 (BID GUARANTEE /EMD) of RFB is amended as below: "Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 15,00,00,000 (Indian Rupees Fifteen Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD".....
6.	ITB	Page 51 of 130, Clause 9.3.5.	Performance Security: The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement,	Performance Security amount should be 5 to 10% of the annual value of the contract. The Performance Security amount stipulated is very high. Kindly clarify the reason for fixing the	Clause 9.3.5.1 (Performance Security) of RFB and 9.1.1 are amended as below: "The Mine Developer and Operator shall, as a security for the

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			an irrevocable, unconditional, first demand bank guarantee for a sum of INR 1537,00,00,000 (Indian Rupees One Thousand Five Hundred Thirty Seven Crore only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining Agreement.	performance security at INR 1537 crore; it would be desirable to break up the same on an Annualized manner (as prevalent in Central Coal PSUs) to prevent blockage of such a huge sum of money for more than three decades (the contract period is for 32 years, as observed from the tender documents).	performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 75,00,00,000 (Indian Rupees Seventy Five Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining Agreement."
7.	ITB	Page 52 of 130, Clause 9.3.6.	Additional Performance Security against drawing Financial Strength from Direct Holding / Subsidiary Company: The value of ("Additional Performance Security") referred to in sub-clauses (1) and (2) of the clause 9.3.6 shall be equivalent to 1% of the estimated annual contract value to be submitted within 30 (thirty) days of signing of Coal Mining Agreement in the form of a bank guarantee from	Kindly amend/delete this clause.	Bid conditions shall prevail.

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			any Scheduled Commercial/ Nationalised Bank in India authorized by Reserve Bank of India.		
8.	CMA	Page 16-17 of 332, Clause 2.1(vi)	A-Phase I Activities: (vi) MDO shall prepare a Detailed Project Report (DPR) for Kalyanpur Badalpara Coal Block. The DPR shall be prepared in accordance with the provisions of the approved Mining Plan. The MDO shall follow applicable standards and the best industry practices while preparing the Detailed Project Report. Before finalizing the DPR, two copies of the draft DPR shall be submitted by the MDO to the HPGCL for its vetting. HPGCL shall appoint a Third Party Agency for Vetting of DPR. The comments/ suggestions made on the DPR shall be incorporated in the final DPR by the MDO for its finalization and approval thereof subject to mutual discussions with HPGCL authorities. Charges for vetting of the DPR by the Third Party Agency shall be borne by the HPGCL.	Kindly clarify the need for preparation of the DPR by the MDO.	Bid conditions shall prevail.
9.	CMA	Page 22 of 332, Article - 2, Clause 2.1 (xxxii)	HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL well in advance and will follow-	MDO cannot be held responsible for any transit loss after weighment of the wagon and its despatch from mine siding. This is beyond	Bid Conditions shall prevail.

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			up with railways for early allocation of rakes. penalties on account of underloading, over-loading and demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO. Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.	Industry Norm. No company is making MDO responsible for any loss of coal in transit from Mine to Power Plant.	
10.	CMA	Page 51-52 of 332, Clause 7.4.	Allotment Agreement: The Mine Developer and Operator confirms/ agrees and undertakes that it shall observe and comply with the terms and conditions of the Allotment letter no. 13016/26/2004-CA-I/ CA III(Pt,)(Vol.II) dated 31.03.2015. & its corrigendum along with future amendments/corrigendums/addend ums and Allotment Agreement executed between the President of India and HPGCL on 29.03.16 along with any future amendments/corrigendums/addend ums entered into between the Government of India and HPGCL.	How MDO can be made responsible for an agreement (Allotment Agreement with MoC) where he is not a party? This is standard Industry Practice. Such Allotment Agreement has also not been supplied with the NIT.	Bid conditions shall prevail.

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			<p>The Kalyanpur Badalpara coal block is allotted to HPGCL under rule 4 of “Auction by competitive bidding of Coal Mines Rules, 2012”. The MDO shall comply with the provisions of Coal Mines (Special Provisions) Act, 2015 / MMDR Act’1957 including amendments. The Mine Developer and Operator further agrees and undertakes that it shall ensure that the Contractors, if any, observe and comply with the terms and conditions of the Allotment order/ Allotment Agreement (including amendments/corrigendums/addendums) and Coal Mines (Special Provisions) Act, 2015 /MMDR act’ 1957 including amendments. HPGCL shall initiate steps for getting extension from MoC for the timelines specified in Efficiency parameters in Schedule-IV A of Allotment Agreement. If MoC grants extension of time, the MDO shall be responsible & liable for achieving the Efficiency parameters in Schedule-IVA of Allotment Agreement for development of Kalyanpur Badalpara coal block and also for the guaranteed coal production. After such grant of extension by MoC, failure to adhere to</p>		
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			<p>the Efficiency parameters/ guaranteed production ad/or if any penalty is imposed and/ or Bank Guarantee submitted by HPGCL is en-cashed/ appropriated by Gol, it shall be to the MDO's account provided it is attributed to default on account of MDO. Further all responsibilities for adhering to the terms and conditions specified by the MoC, Gol or State Authorities for allotment of the Kalyanpur Badalpara Coal Block shall be that of the MDO only to the extent the same falls under the Scope of services of MDO as specified in this Agreement. For avoidance of doubt, it is clarified that the provisions of this clause will only be applicable when the MoC grants the extension of timelines of Efficiency Parameters. In case of default on part of HPGCL under the provisions of Allotment Agreement due to reasons attributable to MDO/ its Contractors, which interalia attracts any Penalty on HPGCL and/ or appropriation of Performance Security furnished by HPGCL to Govt. of India and/ or Termination of the Allotment Agreement, the MDO shall be also liable for such Damages/ penal actions imposed on HPGCL on back to back</p>		
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			basis. The provisions regarding Termination as defined in Allotment Agreement, if so invoked by Govt. of India, shall also be applicable to this Agreement.		
11.	CMA	Page 108-109 of 332, Clause 26.4.1 A (i)	<p>Trucks carrying coal from coal stock yard to Railway Siding(s) / Loading point near mine site:</p> <p>i. All the empty trucks entering the coal stockyard shall be weighed on electronic/unmanned weighbridge. The tare weight with time & date, with instant picture of the vehicle shall be recorded for each trip. The tare weight of the vehicle shall be announced automatically through audiosystem.</p> <p>ii. After loading of coal in the coal stock yard, the coal carrying trucks shall be weighed on electronic / unmanned weighbridge. The gross weight with time & date with instant picture of the vehicle shall be recorded for each trip. The gross weight of the vehicle shall be announced automatically through audio system.</p> <p>iii. Similarly, before delivering the coal at Railway Siding(s), loaded trucks shall be weighed at the Railway Siding(s) end</p>	<p>Since there is already system of reconciliation of coal production and despatch at delivery point in every quarter, such need of weighing every truck coming from coal face to stock yard is unnecessary and disturbing. Further the need of weighing every truck going from coal from stock yard to siding for loading into wagon is unnecessary and disturbing as the payment to the MDO will be based on coal dispatch from the delivery point and reconciliation thereafter. To be deleted.</p>	Bid conditions shall prevail.

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			also, if warranted by the Mine In-charge for reconciliation purpose.		
12.	CMA	Page 150 of 332, Clause 36.6.3.	<p>The Price Index only for the Mining Charges and Transportation Charges shall be construed in the following manner:</p> <p>i. 20% of the component will be fixed and will not be subjected to any variation whatsoever.</p> <p>ii. 25% of WPI</p> <p>iii. 25% of CPI(IW); and</p> <p>iv. 30% of for High Speed Diesel (as per IOCL Rates)</p> <p>Except for the above, there shall not be any price variation for any individual components like Power, Tyre, Explosives & Blasting Accessories, Lubricants, Machineries / Spares etc., under any circumstances.</p>	Kindly review the percentage allocation made for variation of components, and include vital components left out such as Power Lubricants and Explosives.	<p>The clause 36.2.2, 36.6.3 and 36.6.4 is amended as below:</p> <p>36.2.2 The Mine Developer and Operator shall, with each Fortnightly Invoice, submit;</p> <p>(a) Certificate on their letter head duly stamped that the amounts claimed in the invoice are correct and in accordance with the provisions of the Agreement;</p> <p>(b) an estimate of the approximate weight of Coal stored at the Coal Depots at the close of the relevant fortnight;</p> <p>(c) Weighment Receipts/ Railway Receipts, etc., issued for the Delivery of Coal to HPGCL Delivery Point during the relevant fortnight;</p> <p>(d) Official Documents in support of the variation in</p>

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					<p>Price Index;</p> <p>(e) detailed calculations of the Mining Charge, Transportation Charge, Loading Charge and any other amounts payable by HPGCL in accordance with this Agreement along with documentary evidences;</p> <p>(f) details in respect of Taxes payable or reimbursable, if applicable in accordance with the provisions of this Agreement along with documentary evidences;</p> <p>(g) details in respect of Aggregate Damages payable and recoveries to be made in accordance with the provisions of Coal Mining Agreement. The Aggregate Damages and recoveries shall include all the penalties, damages, recoveries payable by MDO including but not limited to Damages for non-fulfillment of Conditions Precedent,</p>
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					<p>Damages for delay in achieving Project Milestones, penalty for Quality Slippage, Damages for short fall in OB removal, coal production, Damages for shortfall in coal dispatched, penalty for loss/ shortfall in quantity of coal deduced after reconciliation, recovery of amount deposited in escrow account, any other recovery etc;</p> <p>(h) the net amount payable under the Fortnightly Invoice; and</p> <p>(i) Certificate on their letter head duly stamped for having complied with the provisions of all Applicable Laws required to be complied with regarding to payment of wages and salaries, HPC wages remittance of CMPF/ EPF, compliance with CL(R&A) Act, renewals of license,</p>
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					<p style="text-align: right;">Approvals and Applicable Permits etc.</p> <p>The clause 36.6.3 and 36.6.4 are revised as below:</p> <p>The Price Index only for the Mining Charges shall be construed in the followingmanner:</p> <p>20% of the component will be fixed and will not be subjected to any variation whatsoever.</p> <p>ii. 25% of WPI</p> <p>iii. 25% of CPI(IW); and</p> <p>iv. 30% of for High Speed Diesel (as per IOCL Rates)</p> <p>Except for the above, there shall not be any price variation for any individual components like Power, Tyre, Explosives & Blasting Accessories, Lubricants, Machineries / Spares etc., under any circumstances.</p> <p>36.6.4 Formula for calculation of Mining Charge in a particular quarter;</p> <p>a) Let WPI_0, be the WPI value on</p>
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					<p>the Reference Index Date of the quarter preceding the Bid Submission Date</p> <p>b) Let WPI_1 be the WPI value on the Reference Index Date for the quarter preceding the date of revision</p> <p>c) Let CPI_0 be the CPI (IW) value on the Reference Index Date of the quarter preceding the Bid Submission Date</p> <p>d) Let CPI_1, be the CPI (IW) value on the Reference Index Date for the quarter preceding the date of revision</p> <p>e) Let HSD_0, be the WPI for the subcategory 'high speed diesel oil' on the Reference Index Date of the quarter preceding the Bid Submission Date</p> <p>f) Let HSD_1 be the WPI for the subcategory 'high speed diesel oil' on the date of revision</p> <p>Mining Charge_p (MC_p) = Base</p>
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					<p>Mining Charge (MC) X { 1 + [(WPI₁ - WPI₀)/WPI₀ X 25%]+ [(CPI₁ - CPI₀)/CPI₀ X 25 %]+ [(HSD₁ - HSD₀)/HSD₀ X 30%]}</p> <p>The price variation for the transportation & Handling Charge shall also be similarly calculated/ Illustration.</p> <p>Let use Base Mining Charge be Rs. 1000.00.</p> <p>At Bid Submission Date, Let WPI0 = 178.6, CPI0= 263 and HSD0= 207.3 In a particular quarter, let WPI1 = 200, CPI1 = 280 and HSD1 = 220</p> <p>Mining Charge for the quarter = Rs.1000 X {1 + [(200 - 178.6)/178.6 X 25%] + [(280 - 263)/263 X25%] + [(220-207.3)/207.3 X 30%]}</p> <p>= Rs. 1000 X {1+3% + 1.62%+1.84%}</p> <p>=Rs.1000X 1.0645=Rs.1064.50</p>
13.	CMA	Page 206 of 332, Article	“Railway Siding(s)” means permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway	Kindly clarify how do you prepare to despatch coal by Rail and from which siding.	The definition of “Railway Siding(s)” under Article 53 of CMA is amended as below:

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			Siding and the nearest Railway Siding Identified by the HPGCL till the construction of Pit head CHP, conveyor, extension of the Railway Siding to the Mine Site and Silo loading system or in the event of breakdown of any of them.		“Railway Siding(s)” means permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and the nearest Railway Siding Identified by the MDO in consultation with HPGCL till the construction of Pit head CHP, conveyor, extension of the Railway Siding to the Mine Site and Silo loading system or in the event of breakdown of any of them.
14.	CMA	Page 285 of 332, Clause 2.2.7 (f)	Block boundary demarcation shall be done before commencement of drilling as per the boundary already certified by CMPDI.	Kindly clarify your stand regarding detailed exploration of the Coal Block by CMPDI, as mentioned in HPGCL Memo dated 15.06.2018 to Barren Land Development Board, Ranchi.	Clause no 2.2.7 (f) of schedule T is amended as below: “Block boundary demarcation shall be done before commencement of drilling.”
15.	CMA	Page 286 of 332, Clause 2.2.7 (l)	HPGCL shall handover the earlier exploration data (hard copy or soft copy) to the MDO / its Exploration agency for processing and incorporation in the Geological Report.	Kindly provide a copy of the Geological Report prepared by GSI for reference of the prospective bidders prior to final submission of the Bid Documents.	Uploaded Link is given below : [REDACTED]
ADDITIONAL QUERIES SUBMITTED VIDE EMAIL DATED 14.05.2024					
1.	NIB/ITB	Clause 2.1	For demonstrating its technical capacity and experience (the “Technical Capacity”), the Bidder shall have carried out, for itself or as a contractor,	For demonstrating its technical capacity and experience (the “Technical Capacity”), the Bidder must have a minimum of	Bid Conditions shall prevail.

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			<p>‘excavation and transportation’ of Overburden of open cast mining project(s) in India by mechanized means and/or ‘excavation and transportation’ of coal/lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore open cast mining project(s) in India by mechanized means during the past 7 (seven) years ending on the date of Tender floating, such that the total composite volume of such ‘excavation and transportation’ during any period of 1 (one) year (consecutive 365 days) (the “qualifying period”) within the aforesaid period of 7(seven) years is more than 20.00 million cubic metre, (the “qualifying quantity”), from maximum 5 (five) opencast mines of coal/ lignite/ iron/bauxite/ manganese/copper ore in India; provided that the quantity handled in at least one mine should not be less than 8.00 million cubic metre including production of at least 2.00 Million Tonnes of coal/lignite / iron ore/bauxite ore/ manganese ore/copper ore open cast mining project(s) in India from the same mine.</p>	<p>5 years of experience in the mining sector and the Bidder shall have carried out, for itself or as a contractor, ‘excavation and transportation’ of Overburden of open cast mining project(s) in India by mechanized means and/or ‘excavation and transportation’ of coal/lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore open cast mining project(s) in India by mechanized means during the past 5 (five) years ending on the date of Tender floating, such that the total composite volume of such ‘excavation and transportation’ during any period of consecutive 3 (Three) year (consecutive 1095 days) (the “qualifying period”) within the aforesaid period of 5(five) years is more than 20.00 million cubic metre, in each of the above mentioned three years, (the “qualifying quantity”), from maximum 3 (three) opencast mines of coal/ lignite/ iron/bauxite/ manganese/copper ore in India; provided that the</p>
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				quantity handled in at least one mine in the above said 3 years should not be less than 8.00 million cubic metre in each of the above mentioned three years including production of at least 2.00 Million Tonnes of coal/lignite / iron ore/bauxite ore/ manganese ore/copper ore in each of the above mentioned three years open cast mining project(s) in India from the same mine.	
2.	NIB /ITB	Clause 2.2	The bidder should have performed / assisted in land acquisition activities, performed / assisted in obtaining statutory clearances and carried out infrastructure development such as construction of workshops, statutory buildings in Greenfield / Brown field open cast mining project(s) in India during last 7 (seven) financial years reckoned from date of Tender Floating.	The bidder should have performed / assisted in land acquisition activities, Rehabilitation and Resettlement (R&R) activities and performed / assisted in obtaining statutory clearances and carried out infrastructure development such as construction of workshops, installation and commissioning & operation of Coal Handling Plants comprising the hopper(s), crusher(s), screening plant(s), conveyor(s) of individual capacity not less than 600 TPH, statutory buildings in Greenfield / Brown	Bid conditions shall prevail.

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				field open cast mining project(s) in India during last 7 (seven) financial years reckoned from date of Tender Floating.	
3.	NIB /ITB	Clause 2.3	The Bidder should have conducted exploration activities by drilling a minimum meterage of 15,000 meters by its own or through subcontracting from maximum 5 (five) opencast mines of coal/ lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore in India as on the date of Tender Floating.	This clause should be deleted	Bid Conditions shall prevail.
4.	NIB	Para 5.1	Documentary Evidence required to be furnished by the bidder: Para 5.1 The Bidder shall furnish a registered affidavit to support that the Bidder including its Direct Holding/Subsidiary Company (whose strength Bidder is taking for bid submission), members of the Bidding Consortium/JV Company has not been debarred or banned or blacklisted by any Government Undertaking / Govt. Department in any Mining Contract entered by the Bidder in the last 5 (five) years reckoned from the date of Tender floating due to its failure to perform contractual obligations or the tender Milestones or for any other reason and the said order of debarment or banning or	Documentary Evidence required to be furnished by the bidder: Para 5.1 The Bidder shall furnish a self-undertaking to support that the bidder (including member of bidding consortium and holding company / subsidiary (ies) / Subsidiaries of its Holding Company whose strength Bidder is taking for bid submission) has not been blacklisted / suspended / debarred by Government Undertaking / Department or any mining contracts or any	Bid Conditions shall prevail.

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			blacklisting has not been set aside by any Court of competent jurisdiction. In case of misrepresentation of facts or a wrong declaration given by the Bidder, the Bidder shall be liable for disqualification and criminal action including forfeiture of Bid Guarantee/EMD and/or Performance Security.	other contract entered by the Bidder is not terminated in the last 7 (seven) years due to its failure to perform contractual obligations or the tender Milestones or for any other reasons for Projects awarded by Government Undertakings/ Department.	
5.	NIB/ITB	Clause 9.3.4.1	Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 308,00,00,000 (Rupees Three Hundred and Eight Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD"	EMD requirement may please be reduced to Rs 20 Cr	Clause 9.3.4.1 (BID GUARANTEE /EMD) of RFB is amended as below: "Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 15,00,00,000 (Indian Rupees Fifteen Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD".....
6.		Clause 9.3.5 of NIB/ITB	Performance Security 1) The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an	Performance Security amount may be 10% of the annual value of the contract with a cap of Rs 25 Cr	Clause 9.3.5.1 (Performance Security) of RFB and clause 9.1.1 of the CMA are amended as below: "The Mine Developer and Operator shall, as a security for the

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			irrevocable, unconditional, first demand bank guarantee for a sum of INR 1537,00,00,000 (Indian Rupees One Thousand Five Hundred Thirty Seven Crore only) from any Scheduled Commercial Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfilment of its obligations under Coal Mining Agreement.		performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 75,00,00,000 (Indian Rupees Seventy Five Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining Agreement."
7.	CMA	Clause 4.1.3 Condition Precedent of CMA	The MDO shall satisfy the following Conditions Precedent within the time schedule stipulated in this Agreement: (b) Procure all the Applicable Permits, specified in Part- I of Schedule- E and timelines as indicated in Schedule-G unconditionally, such that all such Applicable Permits are in full force and effect, or if the effectiveness of such Applicable Permits is subject to fulfilment	It should be 66 months from the date of signing Agreement/ issue of LOA whichever is earlier	Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

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			of any conditions, then the MDO shall procure that all such conditions required to be fulfilled by the date specified therein have been fulfilled in full such that all such Applicable Permits are in full force and effect;		
8.	CMA	Clause 4.3	<p>Damages for delay by the Mine Developer and Operator</p> <p>In the event that (i) the MDO does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof (including any extension of time granted); and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by HPGCL or due to Force Majeure, the MDO shall pay to HPGCL, Damages in an amount calculated at the rate of 0.5% (zero point five per cent) value of the Performance Security for each week's delay or part thereof until the fulfilment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to a maximum amount equal to 30% (thirty per cent) value of the Performance Security as stipulated under Article 9 of this Agreement and upon reaching such maximum, HPGCL may, in its sole discretion, terminate the Agreement.</p>	<p>Damages for delay by the Mine Developer and Operator</p> <p>In the event that (i) the MDO does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof (including any extension of time granted); and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by HPGCL or due to Force Majeure, the MDO shall pay to HPGCL, Damages in an amount calculated at the rate of 0.25% (zero point two five per cent) value of the Performance Security for each week's delay or part thereof until the fulfilment of such Conditions Precedent. Provided, however, that the Damages payable hereunder</p>	Bid Conditions shall prevail.

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				shall be subject to a maximum amount equal to 30% (thirty per cent) value of the Performance Security as stipulated under Article 9 of this Agreement and upon reaching such maximum, HPGCL may, in its sole discretion, terminate the Agreement.	
9.	CMA	Clause 28.4.4 Damages for Failure to remove Overburden	The Mine Developer and Operator shall meet the shortfall in Overburden quantity, within a period of 3 (three) years after the expiry of the year in which the relevant Overburden Shortfall occurred and in any event prior to the expiry of the Contract Period, failing which HPGCL shall, without prejudice to its other rights and remedies under this Agreement, in law or equity, be entitled to appropriate the Overburden Guarantee in full, as Damages. Without prejudice to the foregoing, in the event of Termination of this Agreement, HPGCL shall be entitled to appropriate the Overburden Guarantee in full, as Damages for failure of the Mine Developer and Operator to meet the Overburden Shortfall.	Clauses may be suitably drafted along with modification in Clause 28.4.3 changing the validity of Overburden Guarantee BG from 3 years to 5 years	Bid Conditions shall prevail.
10.	CMA	Clause 36.6.3 Price Variation	The Price Index only for the Mining Charges and Transportation Charges shall be construed in the following manner	The Price Index only for the Mining Charges and Transportation Charges shall be	Bid Conditions shall prevail.

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			<p>i. 20% of the component will be fixed and will not be subjected to any variation whatsoever.</p> <p>ii. 25% of WPI</p> <p>iii. 25% of CPI (IW); and</p> <p>iv. 30% of for High Speed Diesel (as per IOCL Rates)</p> <p>Except for the above, there shall not be any price variation for any individual components like Power, Tyre, Explosives & Blasting Accessories, Lubricants, Machineries/ Spares etc., under any circumstances.</p>	<p>construed in the following manner</p> <p>i. 20% of the component will be fixed and will not be subjected to any variation whatsoever.</p> <p>ii. 25% of WPI</p> <p>iii. 15% of CPI (IW); and</p> <p>iv. 40% of for High Speed Diesel (as per IOCL Rates)</p> <p>Except for the above, there shall not be any price variation for any individual components like Power, Tyre, Explosives & Blasting Accessories, Lubricants, Machineries/ Spares etc., under any circumstances.</p> <p>Price Index should also change accordingly.</p>	
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2. AMR INDIA LIMITED

1	Note-ii of Notice Inviting Bid	Page No. 17 /Clause (e)	<p>“Prospective bidders are advised to quote costing relating to Phase-I activity as per schedule of price, the maximum capping of the work will be Rs 25 Crores. In case bidder quoting more than this amount, the costing will be restricted to Rs 25 Crores for commercial evaluation</p>	<p>The Exploration programme will be planned in such a way that the entire Coal Block is thoroughly covered to prepare comprehensive Geological Model. It is requested to allow bidders to quote as per their</p>	Bid Conditions shall prevail.
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			of bids and payment will also be restricted to Rs 25 Crores”	estimates without any restrictions of limiting to Rs 25 Crores	
2	Notice Inviting Bid	Page No. 18/ Clause No. 9.0 viii a, b, c, f ix, x and xii	Phase- II Activities a. Obtaining Mining lease and surface rights ... b. Pre-Developmental Clearances such as Forestry Stage-I and Stage-II Clearances c. Pre-Developmental Clearances such as Forestry Stage-I and Stage-II Clearances (FC) f. Obtaining license for storage and use of Diesel from Ministry of Petroleum g. Obtain, comply with, ensure with all Applicable Permits, Approvals ix. Obtain, comply with, ensure with all Applicable Permits, Approvals x. Obtain Consent to Establish (CTE), Consent to Operate (CTO) xii. MDO shall obtain Approval of the R&R Plan from concerned Govt. Authorities on behalf of HPGCL	Since HPGCL is the principal owner of the coal block, it is requested to modify the clause such that, HPGCL shall obtain all the required permissions and approvals from respective competent authority. However, MDO shall also liaison with HPGCL in acquiring such approvals at the earliest.	Bid Conditions shall prevail.
3	Notice Inviting Bid	Page No. 23/ Clause C: Alternate	Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding near the block, or in	It is understood from the Clause that MDO shall be paid Transport charges from Mine to	Clause 9.0 (c) - Scope of Work, P.N. 23 of RFB, Clause 2.1(c), P.N 23 of the CMA and Clause no 35.7, P.N

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		<p>Arrangement of Coal Transportation</p>	<p>of the event of non-commissioning of the same, MDO shall load the coal in to the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and load into the Railway wagons (the “Loading Point”).</p> <p>Outside the Mine Lease boundary, MDO shall be paid with the external Coal Transportation Charge by road and also the Loading Charge (both excluding GST) upto the Loading Point which shall be as per the prevailing prices as notified by CCL (CIL) applicable for mines of CCL in Jharkhand State.</p>	<p>the Dispatch point and loading charges at Railway siding during the course of Coal Transport outside the Mining Lease Area and similarly coal loading charges shall be paid separately for the coal loaded at Railway siding after commissioning of the same inside the mining lease area.</p>	<p>142 of the CMA are amended as below:</p> <p>C. Alternate Arrangement of Coal Transportation:</p> <p>Till the construction of HPGCL Coal Evacuation facilities such as CHP, Silo and Railway Siding(s), or in the event of non-commissioning of the same, the MDO shall load the coal in to the trucks and transport the coal from the Coal Depot(s)/Stockyard(s) to the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and load into the Railway wagons (the “Loading Point”).</p> <p>MDO shall supply coal with a size of hundred (100) millimetres or less as per the provisions of clause 31.2.2 (size of Coal) as specified in the CMA.</p> <p>Outside the Mine Lease boundary, MDO shall be paid with the external Coal Transportation Charge by road and also the Loading Charge (both excluding GST) upto the Loading Point which shall be as per the prevailing prices as notified by CCL</p>
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					<p>(CIL) applicable for mines of CCL in Jharkhand State.</p> <p>For example, the notified coal Surface to Surface transportation charges of CCL effective from 29.08.2022 (Schedules of Rates to be revised from time to time by CCL) are as follows: Table from RFB / CMA:</p> <p>Similarly, notified price of CCL(CIL) for Loading of Coal with contractor's pay-loader into railway wagons is Rs. 9.54 /tonne at railway siding including levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc. as per instruction of Mining in charge / HPGCL).</p> <p>No Loading Charges shall be extra for coal loaded at Railway siding(s) after commissioning of the same inside the mining lease area.</p>
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					<p>Provided that till the construction of CHP, where the coal is required to be crushed by mechanical means / mobile crusher / semi-mobile crusher / fixed crusher for limiting the size 100 mm, or any other lower size, the HPGCL shall pay sizing / crushing charges, as applicable and as notified by CIL / CCL till the construction of CHP. However, sizing / crushing charges payable to MDO shall be discontinued after expiry of timelines for construction of CHP as specified in schedule-G of the CMA.</p> <p>Provided further that MDO shall strictly adhere to the Project timelines and Scope of Work in accordance with the provisions of CMA, Schedule G and T and any delay in the construction of HPGCL's Coal Evacuation facilities such as CHP, Silo and Railway Siding (s) will attract penalty as per manner specified in clause 4.3 of the CMA, unless otherwise any waiver if so granted by HPGCL for the reasons beyond the control of MDO or due to</p>
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					Force Majeure Event.
4	Notice Inviting Bid	Page No. 33/ Clause No. 2.1.23 Delivery point	"Delivery Point" shall mean the railway sidings at the power plants of HPGCL or its nominees or representatives, as notified by HPGCL to the Mine Developer cum Operator	Definition of delivery point shall be modified as the loading point of coal into wagons i.e Railway siding at mine end dispatch point	Bid Conditions shall prevail.
5	Coal Mining Agreement	Page No.36/clause 5.10.3	The MDO or its authorized person shall be deemed agent of the mine through for the purpose of Mines act 1952 & statutes made thereunder, as per applicable & shall act on behalf of the owner (HPGCL).	The DGMS Authorities will not allow the representative person from MDO to be authorized as deemed Agent. Hence, it is requested to authorize a competent person from HPGCL as deemed Agent.	Bid Conditions shall prevail.
6	Notice Inviting Bid & Coal Mining Agreement	Page No. 48/ Clause No. 9.3.4 Article 53 Definitions	Bid guarantee / EMD Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 308,00,00,000. "Bid Security/ Bid Guarantee / EMD" shall mean the security provided by the Bidder to HPGCL along with the Bid of a sum of Rs. 308 Crores	It is requested to modify the clause such that the EMD/BG shall be 1% of estimated value of the contract.	Clause 9.3.4.1 (BID GUARANTEE /EMD) of RFB is amended as below: "Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 15,00,00,000 (Indian Rupees Fifteen Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD".....
7	Notice Inviting Bid	Page No. 50/ Clause No. 9.3.5 &	Performance Security The Mine Developer and Operator shall,	It is requested to reduce the Performance Security amount	Clause 9.3.5.1 (Performance

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		Page No. 45 & 71 Article 6, Clause 6.1.2 (d), & Article 18, Clause 18.1.6	as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 1537,00,00,000	to 5% of the estimated annual contract value. This is being practiced in all other similar tenders floated by the other PSUs like CIL, NTPC, NLC, NALCO and NMDC.	Security) of RFB and clause 9.1.1 of the CMA are amended as below: “The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 75,00,00,000 (Indian Rupees Seventy Five Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining Agreement.”
8	Notice Inviting Bid	Page No. 106/ Clause Annexure-16 Schedule of prices	The quoted price shall also be exclusive of levies, duties, royalties, cesses, and contribution to District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET) and all other	It is understood that GST shall be paid extra to the Base Mining Charges & transport Charges. Please clarify	CLARIFICATION: Bidders kindly refer to clause 35.3 (Taxes and Duties) of the CMA.

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			statutory charges applicable from time to time.....		
9	Coal Mining Agreement	Page No. 20/ Clause No. xvi & xix.	<p>B-Phase- II Activities</p> <p>Mining of ROM coal preferably by blast free technology and as per approved Mining plan, handling & stocking of coal at Coal Depot(s)/ stockyard(s), stockpiling and Deliver the coal at Delivery Point as directed by the Mine In-charge. If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System (if required with crushing) to convey the coal from Mine pit to the Coal Depot(s)/stockyard(s). &</p> <p>The cost of construction, Operation and Maintenance (O&M) cost, power cost, all spares and consumables as well as capital replacement for the In-Pit Crushing and Conveying System for both OB & Coal (if warranted by the approved Mining Plan) shall be included in the Base Mining Charge</p>	Techno Commercial feasibility of Input Crushing technology for coal conveying shall be assessed once detailed exploration is done and Mining Plan/DPR is prepared. Therefore, it is requested to modify the clause such that MDO shall adopt the inpit crushing and conveyor for coal transport basing on the technical feasibility and HPGCL shall pay additional amount on actuals for construction of Inpit Crusher and conveyor	<p>CLARIFICATION:</p> <p>If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System (if required with crushing) to convey the coal from Mine pit to the Coal Depot(s)/stockyard(s). In such case of continuous conveyor system, suitable online weighment system shall be installed. The expenses for these activities shall be borne by the MDO.</p>
10	Coal Mining Agreement	Page No. 21/ Clause No. xxv.	The MDO shall undertake diversion of nalas/ streams/any other water Bodies in the coal block area as per EIA- EMP report approved by MoEF&CC/ approved nala diversion study report/ Mining plan/ as directed by HPGCL.	It is requested to modify the clause such that HPGCL shall obtain necessary approvals from respective competent authority for diversion of Nala/stream or any other water body. However, required	Bid conditions Shall prevail.

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				activities like liasoning with Government authorities shall be done by MDO and on approval will take up the diversion.	
11	Coal Mining Agreement	Page No. 30 & 31/ Article 5, Clause No. (f) and (i)	Obligations of the Mine Developer and Operator.: Procure issuance of the Forest Clearances (FC) (including that required for exploration) from the Ministry of Environment, Forests and Climate Change, Government of India. HPGCL authorizes the Mine Developer and Operator to procure the issuance of such clearance and make payment of statutory costs and fees towards such procurement on behalf of HPGCL. & The MDO shall bear the cost, levies, duties, fees, charges etc., if any required to be paid to the Government Instrumentalities related to these permissions	It is requested to modify the clause such that HPGCL shall pay all the statutory charges to the concerned Government authorities for obtaining all the permissions and Licenses. However, MDO shall assist HPGCL in obtaining the same.	Bid conditions shall prevail.
12	Coal Mining Agreement	Page No. 43 & 31/ Article 5, Clause 5.31	Obligations relating to connectivity up to Indian railway network MDO shall prepare and get approval of Detailed Project Report at its own cost for design, construction and operation of permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding and procure necessary	It is requested to modify the clause such that HPGCL shall obtain required approvals and permissions from concerned Railway authorities for construction of Railway siding. However, MDO shall take up the construction activities.	Specific to relaxation sought by Bidder, bid Condition shall prevail. However, Clause 5.31 is amended as below based on queries raised by bidders:

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			approvals....		<p>5.31 Obligations relating to connectivity up to Indian railway network:</p> <p>MDO shall prepare and get approval of Detailed Project Report at its own cost for design, construction and operation of permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding included but not limited to rail track, electrical lines, signaling system, civil works for connecting upto Dumka-Rampurhat railway line for dispatch of coal and procure necessary approvals as may be necessary under applicable laws for setting up and operating such Railway Siding shall be the responsibility of the MDO.</p> <p>The Mine Developer and Operator shall ensure connectivity from the Site up to the permanent Railway Siding near the block/ Temporary Railway Siding / improvements at</p>
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					<p>Harinsingh Railway Siding to be constructed by the MDO near the kalyanpur Badalpara Coal Block in accordance with Schedule B of CMA.</p> <p>HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL well in advance. Placement of rakes, liasoning with railways and following up with the railway authorities for early allocation of rakes as per the indents shall be the responsibility of the Mine Developer and Operator.</p> <p>However, in case if Indian railways levies any penalties on HPGCL, on account of under-loading, over-loading, demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO immediately after such penalty is paid by HPGCL.</p>
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					<p>Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.</p> <p>Note: refer Amended Annex-II (Schedule-B) DESCRIPTION OF RAILWAY SIDING.</p>
13	Coal Mining Agreement	Page No. 45 & 71 Article 6, Clause 6.1.2 (d), & Article 18, Clause 18.1.6	<p>The MDO is obligated for employment of PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand.</p> <p>&</p> <p>The MDO is obligated for employment of PAPs as per the requirements in accordance with the R&R Plan approved by Govt. of Jharkhand.</p>	<p>It is requested to modify the clause such that, MDO shall provide employment towards R&R only to skilled persons basing on the project requirement.</p>	<p>Clause 9 (B) xiii of RFB, Article 2 of CMA, 5.23 of CMA and 18.1.6 of CMA are amended as below:</p> <p>The MDO is obligated for employment of PAFs/PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand for operation of the Mine. The expenses for the same shall be borne by the MDO.</p> <p>5.23 Obligations relating to employment of Project Affected</p>

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					<p>Persons: The MDO shall provide employment to the Project Affected Persons (PAPs) who are eligible for employment as per the extant R&R Policy of the Government of Jharkhand and approved R&R Plan/Policy of Kalyanpur Badalpara Coal block. The terms and conditions for employment to Project Affected Persons shall be in accordance with the extant R&R Policy of the Government of Jharkhand and R&R Plan of Kalyanpur Badalpara coal block approved by Govt. of Jharkhand. However, no separate facilitation fee or expense shall be payable by HPGCL to the MDO.</p> <p>18.1.6 The MDO is obligated for employment of PAPs in accordance with the R&R Plan approved by Govt. of Jharkhand. The expenses for the same shall be borne by the MDO.</p>
14	Coal Mining Agreement	Page No. 51/ Article 7, Clause 7.4	For avoidance of doubt, it is clarified that the provisions of this clause will only be applicable when the MoC grants	In case of any reasons which are not attributable to MDO, MOC does not extend the	Bid conditions shall prevail.

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		Allotment Agreement	the extension of timelines of Efficiency Parameters.	timelines, then, MDO shall be suitably compensated for the activities which are completed/partially done.	
15	Coal Mining Agreement	Page No. 55/ Article 9, Clause 9.1.1 Performance security	The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 1537,00,000	It is requested to reduce the Performance security amount to 5% of the annualised contract value. This is being in practice in all other similar MDO contracts which are being operated successfully belongs to PSUs like NTPC, NMDC, NALCO The abstract with relevant clause is attached with the queries for your reference.	Clause 9.3.5.1 (Performance Security) of RFB and clause 9.1.1 of the CMA are amended as below: “The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 75,00,00,000 (Indian Rupees Seventy Five Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the “Performance Security”) towards security for the fulfillment of its obligations under Coal Mining Agreement.”

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16	Coal Mining Agreement	Page No.62/ Article 11, Clause 11.2 Shifting of obstructing utilities	The MDO shall carry out such shifting as per extant Government guidelines/ statute/ directions from State or Central Authorities/ HPGCL. The cost of such shifting shall be borne by MDO. Documented cost towards such shifting/diversions shall be borne by HPGCL.	MDO shall carry out any shifting as per the requirement of the project. However, HPGCL shall obtain required permissions and approvals from concerned authority. MDO shall liason with concerned and extend necessary assistance to HPGCL for obtaining such permissions at the earliest	Bid conditions shall prevail.
17	Coal Mining Agreement	Page No.84/ Article 24, Clause 24.1.2 O&M obligations of the Mine Developer and Operator & Schedule T Page No.312/ Clause 13.19 (c) Other Routine Tasks of MDO	If the approved Mining Plan envisages re-handling of externally dumped OB or OB dumped on advancing side of mine pit, MDO shall prepare plans and maps for executing the same. If during actual execution of Mining, if it warrants to dump OB in the advancing side or other than the area envisaged/ Designated dump area of the approved Mining Plan, due to any reasons whatsoever, the MDO shall carry out re-handling of such OB without any additional cost to HPGCL	The quantity to be re-handled depends on the availability of the external dumping area. The actual quantity to be re-handled shall be known once the detailed Mining Plan is prepared. Hence, it is requested to incorporate suitable clause towards payment towards OB re-handling quantity.	Bid conditions shall prevail.
18	Coal Mining Agreement	Page No.84/ Article 24, Clause 24.1.5 O&M obligations of the Mine Developer and	If the Mine Developer and Operator fails to comply with any directions issued by a Statutory Authority to either HPGCL or the MDO, and is liable to pay a penalty under the provisions of Applicable Laws, such penalty shall be borne solely by the	It is requested to modify the clause such payment of any penalty under the provisions of Applicable Laws for which MDO is not attributable shall be borne by HPGCL.	Bid conditions shall prevail.

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		Operator	Mine Developer and Operator, and shall not be claimed from HPGCL. For the avoidance of doubt, payment of any penalty under the provisions of Applicable Laws shall be in addition to, and independent of, the Damages payable under this Agreement.		
19	Coal Mining Agreement	Page No.111/ Article 24, Clause 27.7.3 Measurement of excavation and Stockpile of Coal	In the event that the quantity of Coal received at the Delivery Point along with quantity of Coal stocked at Coal Depot / Stockyard during any Accounting Year falls short of the quantity of excavation, as determined by Laser Measurement, for and in respect of that Accounting Year, the MDO shall pay to the HPGCL, Damages	Transit & handling loss of Surface moisture will result in loss during transit. It is requested a minimum percentage of 3% be allowed in Transit & handling loss	Bid conditions shall prevail.
20	Coal Mining Agreement	Page No.111/ clause 27.8 Mode of determination of density of coal & volume of coal	“The decision of the HPGCL and Independent Engineer shall be final and binding on MDO with respect to density of coal so determined for each seam”.	Huge penalties are involved regarding shortfall of coal quantities and accurate determination of densities is crucial for the same. In view of the above, it is most essential to involve MDO along with HPGCL and Independent Engineer in determination of densities of coal seams.	Clause 27.8 is amended as below: 27.8 Mode of determination of density of coal & volume of coal: In order to deduce the volume of coal, the in-situ density of coal will be assessed jointly by HPGCL and the MDO by engaging scientific institutes like CIMFR, IIT(ISM) Dhanbad, IITs and any other agencies as decided by HPGCL. The periodicity of such assessment shall

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					be decided jointly by HPGCL and MDO based on Seams excavated, variation in coal density etc. The decision of HPGCL shall be final and binding on the MDO with respect to density of coal so determined for each Seam.. Th
21	Coal Mining Agreement	Page No.112,113/ clause 28.2 and 28.4 Schedule for Removal of Overburden & Damages for Failure to remove Overburden	the required OB production should be commensurate with the coal production schedule with the running stripping ratio as per the approved mining plan. The required OB production should be scheduled in such a way to ensure sufficient exposure of coal and to maintain the geometry of mines including bench configuration etc. in conformity with the provisions of clause 28.1.2, provided that, in the event of any significant change in the stripping ratio, the scheduled Overburden Quantity may be modified with the approval of HPGCL”.	During actual mining operations certain changes will be required to the Mining scheme that are detailed in the approved mining plan in order to maintain the geometry of mines including bench configuration, DGMS stipulations etc. Fixing overburden production schedule commensurate with the running stripping ratio as per approved mining plan will be difficult. It is requested that this clause may be suitably modified requiring MDO to stick to the Coal production schedule as indicated in the Mining plan while the Overburden quantity in any financial year may be finalized by preparing an Annual action plan to be prepared by MDO based on the field conditions and submitted for approval of	Clause 28.2.1 is amended as below: The estimated Contracted Capacity is 3.00 MTPA. The MDO shall stick to the coal production schedule furnished in Article 29- Production of Coal. Tentative Stripping Ratio has been estimated as 4 Cubic metre (Cum) of OB/ Tonne of coal based on Regional Exploration Report prepared by GSI by drilling 6 boreholes. However, the tentative Stripping Ratio may change on detailed exploration and preparation & Approval of Mining Plan. The required OB removal should commensurate with the coal production schedule with the running Stripping Ratio as per the approved Mining Plan or Annual Production Programme/ Dispatch Plan. The MDO shall, on or before the February month of each

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					<p>HPGCL. The Clause 28.4 “Damages for failure to remove Overburden” may also be modified accordingly in consideration of above.</p> <p>Accounting Year submit to the HPGCL for its approval a Proposed Annual Production Programme / Dispatch Plan for that Accounting year, which shall include details such as the annual contracted quantity, monthly scheduled quantity, coal removal sequencing, average Stripping Ratio, Overburden removal quantity, coordinates of the area to be mined during the following Accounting Year and the shape of the mine at the beginning and end of the Accounting Year in relation to which the Proposed Annual Production Programme/Dispatch Plan is prepared.</p> <p>The HPGCL shall, within 30 (Thirty) days of receiving the Proposed Annual Production Programme/ Dispatch Plan from the MDO, either accept the Proposed Annual Production Programme/ Dispatch Plan or make necessary changes to the same in line with the approved Mining Plan (“Annual Production Programme/ Dispatch Plan”).</p> <p>All disputes in relation to the Approved Annual Production Programme / Dispatch Plan shall</p>
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					<p>be resolved in the manner set forth in this Agreement.</p> <p>The required OB removal quantity should be scheduled in such a way to ensure sufficient exposure of Coal and to maintain the geometry of Mines including bench configuration etc., in conformity with the provisions of clause 28.1.2.</p> <p>Table:.....</p> <p>Note: (The table will be finalized as per Approved Mining Plan or Annual Production Programme/ Dispatch Plan as approved by HPGCL).</p> <p>Provided that, in the event of any significant change in the stripping ratio, the scheduled Overburden Quantity may be modified with the approval of HPGCL.</p> <p>The clause 28.4.1(b) is amended as below:</p> <p>• (b) On or after the COD: the</p>
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					difference between the Scheduled Overburden Quantity and the Overburden removed, divided by running Stripping Ratio of the year as per Annual Production Programme / Dispatch Plan approved by HPGCL ’.
22	Coal Mining Agreement	Page No.111/ Article 31, Clause 31.2.4(c) Ash content excavation and Stockpile of Coal	The out of seam dilution during mining shall not exceed three (03) percent and the declared monthly weighted average Equilibrated Ash Content	Coal seam formation varies from place to place and possibility of variations in quality is very high. Hence, it is requested to modify the clause such that the out of seam dilution during mining shall not exceed 5% percent	Bid Conditions shall prevail.
23	Coal Mining Agreement	Page No.127/ Clause 31.2.3 Quality Slippage	notwithstanding anything stated there above, HPGCL shall recover the excess royalty payment, associated cess/ Government charges for such quantity on account of “Quality Slippage” on the Delivered coal in an Accounting Year.	It is requested to modify the clause such that any recovery against the quality mentioned in the clause shall affect after considering allowance regarding Ash & Moisture mentioned at clause No.31.2.4 (c)	The clause 31.2.3 is amended as below: Clause reference of 31.2.3 - Quality Slippage shall read as 31.2.5. The Definition under Article 53 of CMA is amended as below: “Quality Slippage” shall have the meaning set forth in Clause 31.2.5
24	Coal Mining Agreement	Page No.141/no re-handling charge is payable	It is requested to modify the	

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	Agreement	Article 35, Clause 35.4.5 Mining charge and other charges	by HPGCL to the MDO for re- handling of the Undelivered Coal and the cost of such re-handling of the Undelivered Coal shall be deemed to be included in the Base Mining Charge	clause such that HPGCL shall pay the MDO for the re- handling of coal charges for the undelivered coal dumped at the stock yard due to non-availability wagons	Bid conditions shall prevail.
25	Coal Mining Agreement	Page No.155/ Article 39, Clause 39.1 Audited accounts	“HPGCL shall have the right to inspect the records of the Mine Developer and Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to HPGCL for verification of basis of payments”	It is requested to modify the clause suitably so that HPGCL will not inspect any documents pertains to MDO since these documents are confidential for MDO and cannot be shared	Bid conditions shall prevail.
26	Coal Mining Agreement	Page No.229/ Annex-II, Clause 2, Project Facilities for Township	The land required for these facilities shall be purchased by MDO on its own cost. The housing complex shall also be provided with sufficient commercial facilities including Bank, post office, business centre and shops/kiosks.	It is requested to modify the clause such that MDO shall process for land acquisition required for Project facilities and Township and the cost of such land shall be re-imbrued to MDO by HPGCL	CLARIFICATION: Only the cost of Land and construction of such Civil and other related infrastructure facilities including Residential, Guest house, Admin building of HPGCL for their employees in the Mine site. HPGCL shall reimburse the Documented cost of such construction of HPCGL buildings in stages to MDO after due certification by Independent Engineer. Other O&M cost shall be borne by MDO at its own cost &

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					expenses. Further, refer amended Annex-I (Schedule-C) Project Facilities for Mines
27	Coal Mining Agreement	Page No.238/ Part II. Applicable permits	The Mine Developer and Operator shall obtain, as required under Applicable Laws, the following Applicable Permits prior to commencement of the relevant activity: a) Forest Clearance b) Clearance of the Pollution Control Board c) Permission of the State Government for cutting of trees d) Obtaining license for storage and use of Diesel e) Explosive, Magazine license etc. f) Applicable Permits relating to mining operations, environmental protection	It is requested to modify the clause such that HPGCL shall process for obtaining all applicable permissions and approvals. However, MDO shall assist in obtaining the same at the earliest.	Bid conditions shall prevail.
28	Coal Mining Agreement	Schedule T Page No.302/ Forest land Clause 9.8.3.1	Obtaining the Forest Clearance is under the scope of MDO. HPGCL as the Principal Owner of the mine will extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavour basis	It is requested to modify the clause such that HPGCL being the principal owner of the coal block shall process for diversion of forest land. However, MDO shall extend necessary support for physical possession of the same.	Bid conditions shall prevail.
29	Coal Mining Agreement	Schedule T Page No.305/	Carry out Felling/ Cutting of trees, transportation, transit permit, disposal	It is requested to modify the clause such that HPGCL shall	Bid conditions shall prevail.

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		Clause 9.8.4.9	as per norms	obtain required permission for tree felling. MDO shall take up tree felling operations.	
30	Coal Mining Agreement	Schedule T Page No.305/ Clause 9.9.3	MDO shall obtain Approval of R&R Plan from concerned Govt. Authority on behalf of HPGCL	It is requested to modify the clause such that R&R plan shall be prepared by MDO with consultation with HPGCL and R&R plan approval shall be obtained by HPGCL. However, MDO shall support HPGCL in implementation of R&R.	Bid conditions shall prevail.
31	Coal Mining Agreement	Schedule T Page No.318/ Clause 16.9 Other Routine Tasks of MDO	The MDO and its Contractors shall provide employment to the Project Affected People (PAP), as per the extant Rehabilitation and Resettlement Policy	Most of the Coal mining operations are required to be carried out with skilled manpower and hence all the PAPs cannot be given employment by MDO. Hence, the clause may please be suitably modified so that MDO shall provide employment to only such PAPs who are skilled. Also the employment shall be limited to the extent of skilled manpower required for the execution of scope of work.	Bid conditions shall prevail.
32	Coal Mining Agreement	Schedule T Page No.327/ Clause 21 Nala diversion study and Diversion of Nala	Obtaining clearance/Approval of nala diversion scheme/plan from Water Resources department, Jharkhand or such other Govt. Authorities	It is requested to modify the clause such that required approvals and permissions for nala diversion shall be obtained by HPGCL. However, MDO shall take up the nala diversion work.	Bid conditions shall prevail

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33				<p>It is understood from the bid documents that the coal dispatch shall be through “Interim arrangements” in the initial stage and there upon through permanent coal dispatch arrangements. Various structures of coal dispatch arrangements like coal depot/stockyards, temporary /permanent railway siding, Harinsingh railway station etc... were discussed in the bid documents.</p> <p>It is requested to furnish a schematic layout detailing the various coal dispatch arrangements along with a brief description so as to enable us to visualize the same & prepare the estimates accordingly.</p>	<p>CLARIFICATION:</p> <p>Bidders / MDO is requested to carry out their own -due diligence at its own cost and expenses pertaining to coal dispatch arrangements as outlined in the Tender documents, prepare the cost estimates.</p>
34	Notice Inviting Bid	Page No.38/Clause No. 5 Salient Features of the Kalyanpur-Badalpara Block	It is indicated that 7 boreholes with a meterage of 1666.35 m regional drilling is conducted in the block	It is requested to provide the detailed drilling data (location, descriptive & graphic lithologs - in AutoCAD format). It is also requested to provide the detailed quality data.	<p style="background-color: yellow;">Uploaded Link is given below :</p> <p style="background-color: yellow;">[REDACTED]</p>
35				Only two limiting coordinates of the block boundary (Latitude & Longitude) are provided. It is requested to provide the	<p style="background-color: yellow;">Uploaded Link is given below :</p> <p style="background-color: yellow;">[REDACTED]</p>

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				coordinates of the entire boundary	
36				Kindly confirm if there is any Non-Coal bearing area adjacent to the project so as to locate the external dump and infrastructure.	CLARIFICATION: Bidders/ MDO is requested to carry out their own due-diligence at their own cost & expenses.
37				It is requested to provide the allotment order, Allotment agreement & its corrigendum's of Ministry of coal.	Uploaded Link is given below : [REDACTED]
38				It is requested to provide the layout & details of proposed railway line from the project or Amarkonda to meet Rampurhat-Dumka main line	CLARIFICATION: Bidders/ MDO is requested to carry out their own due-diligence at their own cost & expenses.
39				It is requested to clarify who will construct the proposed railway line from Amarkonda to Harinsingh railway siding & who will bear the cost.	Clause 5.31 is amended as below: 5.31 Obligations relating to connectivity up to Indian railway network: MDO shall prepare and get approval of Detailed Project Report at its own cost for design, construction and operation of permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh

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					<p>Railway Siding included but not limited to rail track, electrical lines, signaling system, civil works for connecting upto Dumka-Rampurhat railway line for dispatch of coal and procure necessary approvals as may be necessary under applicable laws for setting up and operating such Railway Siding shall be the responsibility of the MDO.</p> <p>The Mine Developer and Operator shall ensure connectivity from the Site up to the permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding to be constructed by the MDO near the kalyanpur Badalpara Coal Block in accordance with Schedule B of CMA.</p> <p>HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of</p>
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					<p>railway wagons to HPGCL well in advance. Placement of rakes, liasoning with railways and following up with the railway authorities for early allocation of rakes as per the indents shall be the responsibility of the Mine Developer and Operator.</p> <p>However, in case if Indian railways levies any penalties on HPGCL, on account of under-loading, over-loading, demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO immediately after such penalty is paid by HPGCL.</p> <p>Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.</p>
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					<i>Note: refer Amended Annex-II (Schedule-B) DESCRIPTION OF RAILWAY SIDING.</i>
40	NIB and Instruction to Bidders	Page No. 20, Article 2 Phase-II Activities Point No: xxi	Transportation road for surface transportation of coal through roads from Coal Stock yard(s) upto permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding	It is requested to specify the delivery point i.e. Railway siding, (including the distance from the mine) for transportation of coal in the initial period of contract till the permanent Railway siding near the mine end is established.	CLARIFICATION: Bidders/ MDO is requested to carry out their own due-diligence at their own cost & expenses.
41	NIB and Instruction to Bidders	Page No. 57, Clause No: 12	Clarifications and Site visit:	A team of officers are planning to visit the coal block area between 20 th to 23rs March. It is requested to provide contact number of the person/s accompanying our visiting team during our site visit	Clause 12.1 is amended as below: CLARIFICATION: The cost and the arrangements required for visiting the site shall be arranged by the Bidder at its own expense before submission of Bids. HPGCL will not provide any assistance pertaining to Site Visit.
42	Coal Mine Agreement	Page No. 16, Article 2 Clause No: 2.1	Scope of the Project The Scope of the Project shall mean and include, during the Contract Period: “The MDO shall Finance, Explore, Plan, Develop, Operate, Manage and Maintain the Mines including pre-project activities (Phase-I Activities), assisting in Land Acquisition activities, assisting in	It is requested to modify the clause suitably such that HPGCL shall pay to MDO against each invoice raised on monthly basis for the meterage drilled in that particular month.	Bid conditions shall prevail.

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			Rehabilitation & Resettlement activities, construction & diversion of public roads, diversion of Nalas, Project Facilities, Mine development & operation, the fixed infrastructure facilities , Progressive & Final Mine Closure activities. The MDO shall operate and maintain the HPGCL infrastructures of Railway siding, Coal Handling Plant and Main Receiving Substation also (Phase-II Activities).”		
43	Coal Mine Agreement	Page No. 25, Article No. 3.1.2 Clause No: 25 (iv)	Procure land, obtain physical possession of land, undertake R&R activities in accordance with R&R Plan;	Land acquisition and R&R: For acquisition of land and assisting R&R, some unaccounted amount has to be spent by MDO apart from the documented cost (paid to the respective government and statutory authorities). Hence it is requested to provide a suitable clause for payment of assistance fee towards land acquisition and R&R	Bid conditions shall prevail
44	Coal Mine Agreement	Page No. 198, Article 53 Clause No: 2.0.1	"Delivery Point" shall mean the railway sidings at the power plants of HPGCL or its nominees or representatives, as notified by HPGCL to the Mine Developer cum Operator (MDO) from time to time as part of the Dispatch Instructions	With regards to Quality and quantity , it is requested that the Delivery point of coal to be limited to the mine end dispatch point instead of the receiving point at Power Plant. RR weight taken at the mine end and quality found at	Bid conditions shall prevail.

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				dispatch point shall be considered for payment of mining fee.	
45	Coal Mine Agreement	Page No. 251, Schedule G Project Milestone-VIII Point No: 10.2	Project Milestone-VIII shall occur on the date falling on the last day of the 29th (Twenty ninth) month from the LOA Date.... Prior to the occurrence of Project Milestone-VIII, the Mine Developer and Operator shall have commenced and completed i. Obtaining Approval of Mining plan(s) including Mine closure plan(s) (including Minor minerals) from MoC/ CCO/ Govt. Authority/ State Mines & Geology dept.	Considering the activities involved under Phase I, it is requested to modify the clause suitable so that a minimum of 3 years shall be given to MDO for completing Phase I activity	Bid conditions shall prevail. Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
46	Coal Mine Agreement	Page No. 254, Project Milestones-XXIII Clause No: 25	25.1 Project Milestone-XXVI shall occur 45 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan. 25.2 Prior to the occurrence of Project Milestone-XXVI the Mine Developer and Operator shall have i. Completed construction of statutory mine infrastructure like First aid station, canteen, restroom etc. ii. Mobilization of required number of mining Equipment for commencement of mining as per Specifications and Standards of Approved Mining Plan	It is requested to incorporate suitable clause so as to pay to MDO lump sum amount as Mobilization advance towards carrying out developmental activities under Phase II. In similar tenders floated by NTPC, provision is made in the contract agreement to pay to MDO a lump sum amount towards mobilisation which will be adjusted against the running bills in equated monthly instalments	Bid conditions shall prevail

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47	Coal Agreement	Mine Page No. 287, Clause No: 25ma	<p>Additional Scope for exploration In case, it is required to carry out drilling, exploration and various studies beyond 15,000m as specified above, HPGCL shall pay to the MDO on pro-rata basis the expenses incurred for carrying out such additional works.</p> <p>It is clarified that, payment under this provision is explicitly for additional drilling. The charges for Scope of services from clause 2.1 to 2.3 above shall be included in 'Charges towards Phase-I activities' and payment shall be made as per Clause 36.1 of this CMA.</p>	<p>It is understood that, HPGCL has estimated 15000 mtrs drilling towards exploration and estimated the lump sum amount of Rs 25 Crs towards Phase I activities.</p> <p>While execution of work, the drilling requirement may warrant additional drilling (more than 15000m) depends on the site requirement. Hence it is requested to modify the clause suitably so as to enable the Bidder to estimate the amount and quote the Phase -I amount estimating actual requirement without limiting to Rs 25 Crs.</p>	Bid Conditions shall prevail.
48	Coal Agreement	Mine SCHEDULE-T Page No. 312, Clause No: 13.19 (c)	<p>OB Re-handling planning: The MDO shall meticulously plan to avoid multiple re-handling of OB. If multiple re-handling is inevitable, the MDO shall ensure required due-diligence to reduce the quantity of OB requiring multiple re-handling.</p> <p>If the approved Mining Plan envisages re-handling of externally dumped OB or OB dumped on advancing side of mine pit, MDO shall prepare plans and maps for executing the same. If during actual execution of Mining, if it warrants to</p>	<p>In the absence of the exploration and Mining Plan, it is not possible to estimate the quantity of OB to be re-handled during the actual operational stage.</p> <p>It is requested to insert suitable clause such that, If it necessitates the MDO to re-handle overburden during production period, HPGCL shall pay to the MDO, Re-handling</p>	Bid Conditions shall prevail.

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			<p>dump OB in the advancing side or other than the area envisaged/ Designated dump area of the approved Mining Plan, due to any reasons whatsoever, the MDO shall carry out re-handling of such OB without any additional cost to HPGCL.</p> <p>If such dumping OB in other areas occurs outside the Schedule of dumping of the Approved Mining Plan, the MDO shall carry out such dumping and re-handling of such OB without any additional cost to HPGCL.</p>	charges per Cubic meter which will be in addition to the Mining fee.	
3. BGR Mining and Infra Ltd					
1.	ITB / NIB	8.0 Conflict of Interest	Conflict of Interest	<p><u>Pls. add a note</u> : 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 subject to above stipulations.</p>	Bid conditions shall prevail.
2.	ITB / NIB	Page no 16	iii. Carrying out Detailed Exploration Operation & Drilling of 15,000	Is the drilling meterage fixed at 15,000 meters firmly. Usually, 11 holes per sq km is the	<p>Bid conditions shall prevail.</p> <p>CLARIFICATION:</p>

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				minimal norm. What is the depth of each bore hole?	The meterage of 15000 mt are estimated value calculated based on CMPDIL / GSI suggestions and no of faults / geological disturbance in the block area. The actual drilling requirement may vary during actual detailed exploration.
3.	ITB / NIB	Page 17	Note-II: "Prospective bidders are advised to quote costing relating to Phase-I activity as per schedule of price, the maximum capping of the work will be Rs. 25.0 crore. In case, bidder(s) quoting more than this amount, the costing will be restricted to Rs. 25.0 crore for commercial evaluation of bids and payment will also be restricted to Rs. 25.0 crore."		Bid Conditions shall prevail.
4.	ITB / NIB	Page 19	xiii. The MDO is obligated for employment of PAFs/PAPs in accordance with the R&R Plan approved by Govt. Of Jharkhand as per requirements for operation of the Mine. The expenses for the same shall be borne by the MDO.	Please provide number of PAFs and PDFs.	CLARIFICATION: Bidders/ MDO is requested to carry out their own due-diligence at their own cost & expenses.
5.	ITB / NIB	page 20	xvi. Mining of ROM coal preferably by blast free technology and as per approved Mining plan, handling & stocking of coal at Coal Depot(s)/ stockyard(s), stockpiling and Deliver the coal at Delivery Point as directed by the Mine In charge. If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System (if required	xvi. Mining of ROM coal preferably by blast free technology and as per approved Mining plan, handling & stocking of coal at Coal Depot(s)/ stockyard(s), stockpiling and Deliver the coal at Delivery Point as directed by	Bid conditions shall prevail.

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			<p>with crushing)to convey the coal from the Mine pit to the Coal Depot(s) /stockyard(s). In such case of continuous conveyor system, suitable online weighment system shall be installed. The expenses for these activities shall be borne by the MDO. The Mining charge will be paid for the quantity of coal Delivered to the Delivery Point and will be reconciled with the coal dispatched from the Mine.The MDO is responsible for the security of coal stocked at the Coal Depot(s)/stockyard(s) and at the Railway Siding(s)until Delivery of the Coal.</p>	<p>the Mine In charge. If the approved Mining Plan warrants, MDO shall adopt In-Pit Conveying System (if required with crushing)to convey the coal from Mine pit to the Coal Depot(s) /stockyard(s). In such case of continuous conveyor system, suitable online weighment system shall be installed. The expenses for these activities shall be borne by the MDO. The Mining charge will be paid for the quantity of coal Delivered to the Delivery Point Railway siding or any temporary delivery point outside the pit head till CHP would be ready and will be reconciled with the coal dispatched from the Mine.The MDO is responsible for the security of coal stocked at the Coal Depot(s)/stockyard(s) and at the Railway Siding(s)until Delivery of the Coal.</p>	
6.	ITB / NIB	Page 21	<p>xxvi. Construction of Civil and other related infrastructure facilities (including statutory mine facilities, industrial as well as residential & non-residential buildings for MDO), fire-fighting</p>	<p>Put forward a proper plan on how reimbursement will be done.</p>	<p>Bid conditions shall prevail.</p> <p>CLARIFICATION:</p>

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			arrangement, and any other Mine & associated infrastructure construction for successful operation of Mine. Land required for the construction of the Residential Buildings of the MDO shall be acquired at MDO's own cost and Residential Buildings shall not be constructed in the mine Site. Further, MDO shall initially construct, develop, operate and maintain the Civil and other related infrastructure facilities including Residential, Guest house, Admin building of HPGCL for their employees in the Mine site. HPGCL shall reimburse the cost of such construction of HPCGL buildings in stages to MDO after due certification by Independent Engineer. Other O&M cost shall be borne by MDO at its own cost & expenses.		Reimbursement to MDO will be done as per HPGCL's decision in stages after due verification.
7.	ITB / NIB	Page 22	xxix. CHP, Railway Siding: MDO on behalf of HPGCL shall design, prepare the DPR & construct the Coal handling system, MRSS, Silo and Rapid Loading System (RLS), permanent Railway Siding near the block/Temporary Railway Siding / improvements at Harinsingh Railway Siding and all the Documented Costs incurred by the MDO shall be reimbursed by the HPGCL in stages after due certification by Independent Engineer. MDO shall locate ,design and construct the Coal Depot(s)/stockyard(s) with the	Put forward a proper plan on how reimbursement will be done.	<p>Bid conditions shall prevail.</p> <p>CLARIFICATION: Reimbursement to MDO will be done as per HPGCL's decision in stages after due verification.</p>

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			<p>Approval of the HPGCL so as to fulfil the design requirements of the CHP at its own cost. The MDO shall operate and maintain the above HPGCL infrastructure of CHP, MRSS, Railway Siding(s) upon commissioning at its own cost.</p> <p>Provided that Documented Costs incurred by the MDO shall be reimbursed by HPGCL in stages after due certification by Independent Engineer appointed by HPGCL subject to the upper capping of (a) Capital Cost of Coal handling system, MRSS, Silo, Rapid Loading System (RLS) etc, (if warranted by approved Mining Plan) in the duly vetted / approved DPR for reimbursement of respective payments and (b) Capital cost for design and construction of Permanent Railway Siding near the block (ex-mine railway siding), the cost so incurred by the MDO shall be reimbursed in stages by HPGCL subject to the Upper Capping / Benchmarking per the approved DPR of Railway consultant. The Cost of preparation of DPR for Railway Siding shall be borne by MDO.</p>		
8.	ITB / NIB	Page 22	<p>xxx. HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall intimate the requirement of railway wagons to HPGCL</p>	<p>xxx. HPGCL shall be responsible for Indenting of Railway rakes and payment of Railway freight directly to the Railway Authorities. MDO shall</p>	Bid conditions shall prevail.

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			<p>well in advance and will follow-up with railways for early allocation of rakes. Penalties on account of under-loading, over-loading, demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO. Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.</p>	<p>intimate the requirement of railway wagons to HPGCL well in advance and will follow-up with railways for early allocation of rakes. Penalties on account of under-loading, over-loading, demurrages and Transit & Handling loss at the Delivery Point shall be deducted from invoices raised by MDO. Provided that demurrage at Loading End shall be borne by MDO and demurrage imposed at unloading point / Delivery Point shall be borne by HPGCL plant. Further for transit & handling loss, a maximum of 0.8% in case of shortfall of delivered quantity of Coal received at HPGCL Plant end (Delivery point) shall be allowed.</p>	
9.	ITB / NIB	page 24	<p>Similarly, notified price of CCL(CIL) for Loading of Coal with contractor's pay-loader into railway wagons is Rs. 9.54/tonne at railway siding including levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc. as per instruction of Mining in charge / HPGCL).</p>	<p>Similarly, notified price of CCL(CIL) for Loading of Coal with contractor's pay-loader into railway wagons per tonne at railway siding including levelling of wagons, lime sprinkling at top of railway wagons, cleaning of track etc.</p>	Bid conditions shall prevail

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				as per instruction of Mining in charge / HPGCL).	
10.	ITB / NIB	Page 49	9.3.4.1 Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 308,00,00,000 (Rupees Three Hundred and Eight Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD".		Clause 9.3.4.1 (BID GUARANTEE /EMD) of RFB is amended as below: "Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 15,00,00,000 (Indian Rupees Fifteen Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title "Information regarding online payment of tender document fee, e-service fee and EMD".....
11.	ITB / NIB	Page 51	9.3.5 Performance Security: 1) The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 1537,00,00,000 (Indian Rupees One Thousand Five Hundred Thirty Seven Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security")		Clause 9.3.5.1 (Performance Security) of RFB and 9.1.1 are amended as below: "The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR

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			towards security for the fulfillment of its obligations under Coal Mining Agreement.		75,00,00,000 (Indian Rupees Seventy Five Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining Agreement."
12.	ITB / NIB	Page 73	7. We certify that in the last Five years, we/any of the consortium members or our Direct Holding / Subsidiary Company has not been debarred or banned or blacklisted by any Government Undertaking / Govt. Department in any Mining Contract entered by the Bidder in the last 5 (five) years reckoned from the date of Tender floating due to its failure to perform contractual obligations or the tender Milestones or for any other reason and the said order of debarment or banning or blacklisting has not been set aside by any Court of competent jurisdiction.	7. We certify that in the last Five years, 3 Years, we/any of the consortium members or our Direct Holding / Subsidiary Company has not been debarred or banned or blacklisted by any Government Undertaking / Govt. Department in any Mining Contract entered by the Bidder in the last 5 (five) 3 (Three) years reckoned from the date of Tender floating due to its failure to perform contractual obligations or the tender Milestones or for any other reason and the said order of debarment or banning or blacklisting has not been set	Bid Conditions shall prevail.

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HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

				aside by any Court of competent jurisdiction. Such blacklisting / debarment is not subsisting as on date of bid submission.	
13.	ITB / NIB	Page 101	<p>We hereby declare that in respect of any Mining tender /contract issued by any government orany other utility during the last Five three years reckoned from the date of tender floating that: “we/any of the consortium members or our Direct Holding / Subsidiary Company has not been debarred or banned or blacklisted by any Government Undertaking / Govt. Department in any Mining Contract entered by the Bidder in the last 5 (five) years reckoned from the date of Tender floating due to its failure to perform contractual obligations or the tender Milestones or for any other reason and the said order of debarment or banning or blacklisting has not been set aside by any Court of competent jurisdiction.”</p>	<p>We hereby declare that in respect of any Mining tender /contract issued by any government orany other utility during the last Five three years reckoned from the date of tender floating that: “we/any of the consortium members or our Direct Holding / Subsidiary Company has not been debarred or banned or blacklisted by any Government Undertaking / Govt. Department in any Mining Contract entered by the Bidder in the last 5 (five) years 3(Three) Years reckoned from the date of Tender floating due to its failure to perform contractual obligations or the tender Milestones or for any other reason and the said order of debarment or banning or blacklisting has not been set aside by any Court of competent jurisdiction.”</p>	Bid Conditions shall prevail.

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14.	ITB / NIB	Page 110	ANNEXURE-18 REFER REGIONAL EXPLORATION REPORT BY GSI FOR BOREHOLE WISE SEAM DETAILS FOR KALYANPUR-BADALPARA COAL BLOCK To be attached by HPGCL	Please send the borehole analysis data and any other related technical information available with HPGCL	Uploaded Link is given below : [REDACTED]
15.	ITB / NIB	Pages 128 & 129	Price bid for minute activities		Bid Conditions shall prevail.
16.	ITB / NIB	ALL Pages			CLARIFICATION: Bidders is requested to download Tender document from http://etenders.hry.nic.in for legible and un-jumbled/ un- combined words /para
17.	CMA	Page 40	5.22 Obligations relating to Facilitation role The MDO shall Facilitate, assist HPGCL and co-ordinate on behalf of HPGCL with statutory activities in various activities related to: i) Land Acquisition ii) Obtaining physical possession of land iii Administrative assistance for obtaining the statutory clearance and implementing provisions thereof iv) Preparation of R&R Plan, Approval of same by HPGCL and other Competent Authorities as required as per extant laws v) R&R of PAPs/ PAFs including shifting and resettlement to R&R Colony.	Introduce a new clause " Assistance Fee for Physical Possession of Land". Mine Operator shall be paid an assistance fee (Rs. Crore) for first 5 Operating Years for achieving the targeted physical possession of land for mining which includes House Demolition, Rehabilitation of PAPs etc. as follows:	Bid Conditions shall prevail.

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18.	CMA	Page 41	<p>5.25Provided that Documented Cost so incurred by the MDO shall be reimbursed by HPGCL in stages after due certification by Independent Engineer appointed by HPGCL subject to the upper capping of (a) Capital Cost of Coal handling system, MRSS, Silo, Rapid Loading System (RLS) etc, (if warranted by approved Mining Plan) in the duly vetted / approved DPR for reimbursement of respective payments and (b) Capital cost for design and construction of Permanent Railway Siding near the block (ex-mine railway siding), the cost so incurred by the MDO shall be reimbursed in stages by HPGCL subject to the Upper Capping / Benchmarking per the approved DPR of Railway consultant.</p>	Please provide a percentage wise schedule for such reimbursement.	Bid Conditions shall prevail.
19	CMA	Page 84	<p>23.5 Reduction in Scope of the Project 23.5.1 If the Change of Scope Order results in a reduction in Scope of the Project, the Mine Developer and Operator shall pay to HPGCL 80% (eighty per cent) of the sum saved there from within 30 (thirty) days from the date of Change of Scope Order, and upon such payment to HPGCL, the obligations of the Mine Developer and Operator in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is</p>	23.5 Reduction in Scope of the Project 23.5.1 If the Change of Scope Order results in a reduction in Scope of the Project, the Mine Developer and Operator shall pay to HPGCL 80% (eighty per cent) of the sum saved there from within 30 (thirty) days from the date of Change of Scope Order, and upon such payment to HPGCL, the	Bid Conditions shall prevail.

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			<p>agreed that in case of default by MDO to pay to HPGCL the above sum saved, HPGCL can recover the above sum from any amount due to MDO.</p>	<p>obligations of the Mine Developer and Operator in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in case of default by MDO to pay to HPGCL the above sum saved, HPGCL can recover the above sum from any amount due to MDO.</p> <p>23.5.1 : Men and Machine Idling subsequent to a change of scope will be paid at the rate of 30% of the agreed mining fee for the duration of such idling.</p>	
20.	CMA	Page 90	24.8 Damages for breach of maintenance obligations	Please delete this clause	Bid Conditions shall prevail.
21.	CMA	107	<p>26.2.4 GPS/GPRS:</p> <p>i. All the vehicles plying in the mines (MDO"s & its Contractor"s) shall be equipped with Real time tracking / RFID and GPS / GPRS facility.</p> <p>ii. The Mine Developer and Operator shall, for real time monitoring of the movement of dumpers, trucks, excavators and other Equipment, install and operate a suitable "Operator Independent Truck</p>	<p>GPS tracker / receiver can receive signal from GPS satellites in order to establish its relative position. Another radio communication channel such as 3/4/5G Cellular Modem or other hard wired medium such as Ethernet is required to transfer GPS receiver data to a computer network / cloud.</p>	<p>CLARIFICATION: Bidder / MDO will carry out at its own cost and expenses for successful implementation of GPS / GPRS system.</p>

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			Dispatch System".	Kindly clarify if HPGCL will provide strong and uninterrupted GSM, 3/4/5 G signal inside the mine and around the mine area via dedicated telcom tower ?	
22.	CMA	107	<p>26.3 Prevention of coal theft:</p> <p>26.3.1 Custody of the coal passes from MDO to HPGCL at the Delivery Point. At all stages and locations prior to the passing over of the custody of coal, the MDO is responsible for ensuring that no coal is stolen or otherwise lost through illegal means. This includes coal stolen by inter alia:</p> <p>a. Persons gaining access from outside the mine Site</p> <p>b. Employees of MDO who either divert coal to others or by themselves.</p>	<p>26.3 Prevention of coal theft:</p> <p>26.3.1 Custody of the coal passes from MDO to HPGCL at the RLS loading point.</p>	Bid Conditions shall prevail.
23.	CMA	107	<p>26.3.2 In case MDO fails to prevent theft of coal, HPGCL reserves right to impose penalty on MDO. The penalty shall be levied on quantity of coal lost/ theft. The quantity of coal lost/ theft shall be deduced after quarterly reconciliation of coal stock, quantity of coal Delivered and quantity of coal dispatched in line with provisions of clause 35.4. The penalty shall be levied at the rate of</p>	Delete	Bid Conditions shall prevail.

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			twice the Representative Price based on National Coal Index published by MoC for the equivalent grade of coal. For the purpose of imposing penalty, the equivalent grade of coal means the highest grade of coal produced during that particular month. Occurrence of such events repeatedly for three times in a year, shall constitute a Mine Developer and Operator Default and HPGCL reserves the right to terminate this Agreement.		
24.	CMA	108	<p>26.6 Expenditure on Security Requirements</p> <p>All costs and expenses arising out of or relating to Security Requirement mentioned in this Agreement shall be borne by the Mine Developer and Operator</p>	<p>26.6 Expenditure on Security Requirements All costs and expenses arising out of or relating to Security Requirement mentioned in this Agreement shall be borne by the Mine Developer and Operator.</p> <p>This will be limited to all men and machines deployed and employed by the MDO only.</p>	Bid Conditions shall prevail.
25.	CMA	111	<p>27.7.3 In the event that the quantity of Coal received at the Delivery Point along with quantity of Coal stocked at Coal Depot / Stockyard during any Accounting Year falls short of the quantity of excavation, as determined by Laser Measurement, for and in respect of that Accounting Year, the MDO shall pay to the HPGCL, Damages as set forth in the table</p>	<p>27.7.3 In the event that the quantity of Coal received at the Delivery Point Railway Siding along with quantity of Coal stocked at Coal Depot / Stockyard during any Accounting Year falls short of the quantity of excavation, as determined by Laser</p>	Bid Conditions shall prevail.

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			below, which amount shall be recovered from the monthly bill of MDO.	Measurement, for and in respect of that Accounting Year, the MDO shall pay to the HPGCL, Damages as set forth in the table below, which amount shall be recovered from the monthly bill of MDO.	
26.	CMA	116	29.2.3 HPGCL agrees and undertakes that it shall ordinarily not reduce the Annual Production Programme by more than quantity specified in clause 29.2.2. In the event the HPGCL reduces the Annual Production Programme below such quantity, it shall pay to the MDO, a charge equal to 25% (twenty five percent) of the Mining Charge for and in respect of such reduction below the quantity specified in 29.2.2 provided the MDO has mobilized the Equipment as per the Approved Mining Plan to produce the respective Annual Production Programme.	29.2.3 HPGCL agrees and undertakes that it shall ordinarily not reduce the Annual Production Programme by more than quantity specified in clause 29.2.2. In the event the HPGCL reduces the Annual Production Programme below such quantity, it shall pay to the MDO, a charge equal to 30% (Thirty percent) of the Mining Charge for and in respect of such reduction below the quantity specified in 29.2.2 provided the MDO has mobilized the Equipment as per the Approved Mining Plan to produce the respective Annual Production Programme.	Bid Conditions shall prevail.
27.	CMA	117	29.3 Delivery Point It is expressly agreed by the Mine Developer and Operator that unless otherwise authorized in writing by HPGCL, all Coal	29.3 Delivery Point It is expressly agreed by the Mine Developer and Operator that unless otherwise authorized in writing by	Bid Conditions shall prevail.

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			excavated and produced by the Mine Developer and Operator shall be delivered by the Mine Developer and Operator only at the Delivery Point and solely to HPGCL or its authorized nominees or representatives, and to no other person.	HPGCL, all Coal excavated and produced by the Mine Developer and Operator shall be delivered by the Mine Developer and Operator only at the Railway Siding or Mine Stockyard Delivery Point and solely to HPGCL or its authorized nominees or representatives, and to no other person.	
28.	CMA	126	f) In the event the Mine Operator delivers coal that is outside the specified band described in Clause 31.2.4 during any particular month, the Monthly Delivered Quantity (DQ) shall be adjusted in accordance with the following Table: Adjustment for ash on Monthly basis: Table	DELETE	Bid Conditions shall prevail.
29.	CMA	127	31.2.3 Quality Slippage The MDO shall produce coal as per the Declared Grade of the mine. If the result of the coal Tests conducted at the Delivery Point indicate a deterioration in grade from the Declared Grade (the "Quality Slippage"), the Mining charge shall be adjusted as per the manner specified in clause 31.2. However, notwithstanding anything stated there above, HPGCL shall recover the excess	The GCV test of coal delivered at Railway siding will be done on EQUILIBRATED BASIS in order to establish any grade slippage. Any prior GCV tests at excavation or coal stockyard also will be done on Equilibrated Basis only.	Bid Conditions shall prevail.

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			royalty payment, associated cess/ Government charges for such quantity on account of "Quality Slippage" on the Delivered coal in an Accounting Year. Any deductions/ recoveries for such Quality Slippage made by HPGCL end use plant shall also be recovered from MDO monthly bills. In the event the results of any of the Coal Tests conducted at the Delivery Point indicate a Quality Slippage continuously for a period of 7 days or for 15 days in a month, such event shall be deemed to be a Mine Developer and Operator Default for the purposes of Clause 43.1.1 and in addition to any other rights and remedies available to HPGCL under this Agreement, HPGCL shall be entitled to exercise its right of Suspension under Clause 42.1.		
30.	CMA	132	32.5 Delivery Point of Coal The Delivery Point of Coal shall be the railway sidings at the thermal power plants of HPGCL or its nominees or representatives, as notified by HPGCL to the Mine Developer cum Operator from time to time as part of the Dispatch Instructions.	32.5 Delivery Point of Coal The Delivery Point of Coal shall be the railway siding at the thermal power plants of HPGCL or its nominees or representatives, as notified by HPGCL to the Mine Developer cum Operator from time to time as part of the Dispatch Instructions. nearest to the pit head where the coal is loaded into HPGCLs	Bid Conditions shall prevail.

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				railway rakes.	
31.	CMA	132	<p>32.4 Weighment of Coal and Quantity of Delivered/ Dispatched Coal</p> <p>32.4.1 During the Contract Period, the quantity of Coal delivered shall be the quantity of Coal as received by HPGCL at the Delivery Point or the weight recorded on the Railway Receipt or the en-route weight, whichever is less. The Mine Developer cum Operator shall be paid the Mining Charge based on the same. The quantity of Coal received by HPGCL at the Delivery Point shall be measured and recorded by the electronic in-motion weighbridges operated and maintained by HPGCL at the railway sidings at the Delivery Point and shall be adjusted as per the provisions of Article 32, if required. HPGCL shall ensure that these weighbridges are maintained and regularly calibrated at least once in every 3 (three) months/ in accordance with the manufacturer's recommendations and as per Standard Industry Practices; representatives of the Mine Developer cum Operator may also chose to attend the same. If the weighbridge at the Delivery Points is non operational due to any reason, then the weight recorded on the Railway Receipt or the en-route weight, whichever is</p>	DELETE.	Bid Conditions shall prevail.

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			less, shall be considered for payment of the Mining Charge.		
32.	CMA	134	32.7 Damages for shortfall in Coal Dispatch The MDO shall install adequate numbers of weigh bridges commensurate with the Schedule for Dispatch (as specified in Clause 32.3) for weighing of empty trucks and loaded trucks to avoid overcrowding/ queuing of the trucks at the weighbridge area & to ensure seamless dispatch of Coal. In case the dispatch of coal to Delivery Point suffers for reasons attributable to MDO, Damages will be levied for those days in addition to any demurrage by Indian Railways and other Damages specified else where in this Agreement. For each such day a Damages of 20% of Mining charges for the quantity that fall short of the daily average quantity will be levied irrespective of Damages for shortfall as per Clause 29.5. The daily average for that day will be arrived by dividing the respective monthly target set as in clause 32.3 by the number of days in that month.	DELETE. Copy clause from any COAL INDIA LTD tenders	Bid Conditions shall prevail.
33.	CMA	141	35.4 Payment, Stockpiling and Delivery of Coal 35.4.1 HPGCL shall make payment to MDO as per the following: a. upon receipt of Fortnightly Invoice, 95% (Ninety Five Percent) of the Mining	35.4 Payment, Stockpiling and Delivery of Coal 35.4.1 HPGCL shall make payment to MDO as per the following: a. upon receipt of Fortnightly	Bid Conditions shall prevail.

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			Charge as provided in clause 35.1.1 for the quantity of ROM coal Delivered to Delivery Point, logistics agency/ end uses of HPGCL as per the directives of HPGCL. b. Balance 5% (five percent) after quarterly reconciliation as per clause 35.4.3.	Invoice, 95% (Ninety Five Percent) of the Mining Charge as provided in clause 35.1.1 for the quantity of ROM coal Delivered to Delivery Point, logistics agency/ end uses of HPGCL as per the directives of HPGCL Railway siding or Mine Stockyard. b. Balance 5% (five percent) after quarterly reconciliation as per clause 35.4.3.	
34.	CMA	141	35.4.5 In the event there is insufficient supply of wagons at the Delivery Point or for any other reason HPGCL opts not to take Delivery of Coal and instructs the Mine Developer and Operator in writing to stock the Coal otherwise available for Delivery, at the Coal Depot (the "Undelivered Coal"), then subject to and in accordance with the terms of this Agreement, HPGCL shall pay to the Mine Developer and Operator the following amounts: (a) 75% (seventy-five percent) of the Mining Charge per Ton of Undelivered Coal; (b) 20% (twenty percent) of the Mining Charge per Ton of Undelivered Coal, at the time of Delivery of the Undelivered Coal (or part thereof) at the Delivery Point subject to fulfilment of provisions of clause 35.4. (c) 5% (five percent) of the Mining	35.4.5 In the event there is insufficient supply of wagons at the Delivery Point Railway siding or for anyother reason HPGCL opts not to take Delivery of Coal and instructs the Mine Developer and Operator in writing to stock the Coal otherwise available for Delivery,at the Coal Depot (the"Undelivered Coal"),then subject to and in accordance with the terms of this Agreement, HPGCL shall pay to the Mine Developer and Operator the following amounts: (a) 75%(seventy five percent) 80% (Eighty Percent) of the Mining Charge per Ton of	Bid Conditions shall prevail.

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			Charge per Ton for the Delivered coal for that quarter after reconciliation as per provisions of clause 35.4.3. (d) For avoidance of doubt, reconciliation payment of 5% shall be for the quantity of ROM coal Delivered by the MDO for that quarter.	Undelivered Coal; (b) 20% (twenty percent) 15% (Fifteen Percent of the Mining Charge per Ton of Undelivered Coal, at the time of Delivery of the Undelivered Coal (or part thereof) at the Delivery Point Railway Siding subject to fulfilment of provisions of clause 35.4. (c) 5% (five percent) of the Mining Charge per Ton for the Delivered coal for that quarter after reconciliation as per provisions of clause 35.4.3. (d) For avoidance of doubt, reconciliation payment of 5% shall be for the quantity of ROM coal Delivered by the MDO for that quarter.	
35.	CMA	250	2. Project Milestone-I 2.1 Project Milestone-I shall occur on the date falling on the last day of the 8th (eighth) month from the LOA Date (the "Project Milestone-I"). 2.2 Prior to the occurrence of Project Milestone-I, the Mine Developer and Operator shall have commenced and completed i. Civil Survey and Differential Global Positioning System (DGPS) Survey for	2. Project Milestone-I 2.1 Project Milestone-I shall occur on the date falling on the last day of the 8th (eighth) month 28th (Twenty Eighth) from the LOA Date (the "Project Milestone-I"). 2.2 Prior to the occurrence of Project Milestone-I, the Mine Developer and Operator shall	Bid condition shall prevail. Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

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			demarcating block boundary, for all type of Forest land in the coal block area, verification as per statute for pillaring and preparation of land schedules and forest maps for obtaining Forest Clearance and topographic Survey including contouring.	have commenced and completed i. Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating block boundary, for all type of Forest land in the coal block area, verification as per statute for pillaring and preparation of land schedules and forest maps for obtaining Forest Clearance and topographic Survey including contouring.	
36.	CMA	250	<p>3. Project Milestone-II</p> <p>3.1 Project Milestone-II shall occur on the date falling on the last day of the 18th (Eighteenth) month from the LOA Date (the "Project Milestone-II").</p> <p>3.2 Prior to the occurrence of Project Milestone-II, the Mine Developer and Operator shall have commenced and completed i. Geo technical investigation & Slope Stability Study and submission of reports thereof.</p>	<p>3. Project Milestone-II</p> <p>3.1 Project Milestone-II shall occur on the date falling on the last day of the 18th 38th (Thirty Eighth) month from the LOA Date (the "Project Milestone-II").</p> <p>3.2 Prior to the occurrence of Project Milestone-II, the Mine Developer and Operator shall have commenced and completed i. Geo technical investigation & Slope Stability Study and submission of reports thereof.</p>	<p>Bid condition shall prevail.</p> <p>Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below</p>

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37.	CMA	250	<p>4. Project Milestone-IIA 4.1 Project Milestone-IIA shall occur on the date falling on the last day of the 18th (Eighteenth) month from the LOA Date (the "Project Milestone-II A").</p> <p>4.2 Prior to the occurrence of Project Milestone-IIA, the Mine Developer and Operator shall have commenced and completed i. Hydro geological Investigation and pumping test for obtaining aquifer parameters & make of water of the mine and Preparation & submission of reports thereof.</p>	<p>4. Project Milestone-IIA 4.1 Project Milestone-IIA shall occur on the date falling on the last day of the 18th 38th (Thirty Eighth) months from the LOA Date (the "Project Milestone-II A").</p> <p>4.2 Prior to the occurrence of Project Milestone-IIA, the Mine Developer and Operator shall have commenced and completed i. Hydro geological Investigation and pumping test for obtaining aquifer parameters & make of water of the mine and Preparation & submission of reports thereof.</p>	<p>Bid condition shall prevail.</p> <p>Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below .</p>
38.	CMA	250,251	<p>5. Project Milestone-III</p> <p>5.1 Project Milestone-III shall occur on the date falling on the last day of the 22nd (Twenty Second) month from the LOA Date (the "Project Milestone-III").</p> <p>5.2 Prior to the occurrence of Project Milestone-III, the Mine Developer and Operator shall have commenced and completed i. Detailed Exploration & Drilling 15,000 m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/ latest issued by the</p>	<p>5. Project Milestone-III</p> <p>5.1 Project Milestone-III shall occur on the date falling on the last day of the 22nd (Twenty Second) month 38th (Thirty Eighth) months from the LOA Date (the "Project Milestone-III").</p> <p>5.2 Prior to the occurrence of Project Milestone-III, the Mine Developer and Operator shall have commenced and completed i. Detailed</p>	<p>Bid condition shall prevail.</p> <p>Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below</p>

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			Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/ any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area and obtaining Approval of Geological report from MoC.	Exploration & Drilling 15,000 m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/ latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/ any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area and obtaining Approval of Geological report from MoC.	
39.	CMA	251	Schedule G	PHASE II MILESTONES HAVE TO BE DISCUSSED WITH THE SUCCESSFUL BIDDER AND RE-ARRANGED ACCORDING TO THE POLITICOGEOPHYSICAL CONDITIONS AT THAT POINT IN TIME.	Bid condition shall prevail.
40.	CMA	296	7. SCOPE OF WORK FOR CHP & RAILWAY SIDING 7.1 HPGCL will carry out all activities for construction of CHP, Silo and Railway Siding. The MDO shall prepare of land plans by transferring the proposed alignment of CHP & SILO on Cadastral Survey (CS) maps traced from village. CS	Please confirm that CHP, Railway siding and RLS silos are in the scope of HPGCL	Clause 7.1 of Schedule T of the CMA is amended as below: 7. SCOPE OF WORK FOR CHP & RAILWAY SIDING 7.1 MDO on behalf of HPGCL will carry out all activities for

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			plans to be obtained from civil Authorities by MDO.		<p>construction of CHP, Silo and Railway Siding. The MDO shall prepare of land plans by transferring the proposed alignment of CHP & SILO on Cadastral Survey (CS) maps traced from village. CS plans to be obtained from civil Authorities by MDO.</p> <p>7.2 The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of CHP, MRSS and Railway Siding as specified above shall be carried out by MDO as per the provisions of CMA. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways.</p> <p>7.3 MDO shall Facilitate in Acquisition of Land identified and</p>
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					obtaining physical possession of land for development of HPGCL's CHP, Rail Infrastructure (permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding as per Detailed Project report: The MDO shall Facilitate to acquire land as detailed in Article 18/ Schedule-T of this Agreement.
41.	CMA	322	19.3 The MDO shall also plan for accommodating the fly ash generating in the near by Thermal Power Plants along with the Overburden material while dumping in the Mine void during Progressive/ Final Mine Closure according to the latest fly ash notification, if required by MoEF & CC or any Government Instrumentality or as directed by HPGCL. The implications of such ash dumping in mine void shall be studied by engaging suitable agencies by HPGCL and recommendations of such studies shall be implemented by MDO.	DELETE	Bid conditions shall prevail.
42.	CMA	324	19.7 The Government may at any time before the closure of the mine may require certain activities to be included in the Mine Closure Plan, which it may consider necessary for the safety and conservation of environment or in compliance with any	19.7 The Government may at any time before the closure of the mine may require certain activities to be included in the Mine Closure Plan, which it may consider necessary for the safety and conservation of	Bid conditions shall prevail.

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			modification/amendment in the relevant legislation. MDO shall comply with such directives issued by the Government	environment or in compliance with any modification/amendment in the relevant legislation. MDO shall comply with such directives issued by the Government Specific Activity not foreseen in the present contract as per approved mining plan will be invoiced separately by the MDO to HPGCL. New statutory compliances not foreseen and budgeted for in the approved mining plan and contract documents will be invoiced to HPGCL.	
43.	CMA		NEW: advance payment for procurement of any new HEMM.	16.14 Based on request of Mine Operator, NTPC 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	Bid conditions shall prevail.
4. Thriveni Earthmovers Pvt. Ltd					
1	ITB	Clause No.2 at Page no. 9 &10 of 128	<u>Technical Qualification</u>	Requested to clarify our below queries.	Clause 2.0 is amended as below: Technical Qualification

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			<p>2.2 The bidder should have performed / assisted in land acquisition activities, performed / assisted in obtaining statutory clearances and carried out infrastructure development such as construction of workshops, statutory buildings in Greenfield / Brown field open cast mining project(s) in India during last 7 (seven) financial years reckoned from date of Tender Floating.</p> <p>Note: Technical Qualification set forth in 2.1 and 2.2 shall be from same opencast mines [maximum 5 (five) nos.].</p>	<p>In the qualification under clause (2.1), if a bidder is meeting the quantity of 20 MCum both from Iron ore and Coal Experience.</p> <p>In the 2nd Qualification (2.2), the bidder have MDO experience in one Coal mine where they are meeting the Quantity and infrastructure part but the Experience of Assistance in land acquisition/assistance in Statutory clearance is not there. They have this experience In an Iron ore Mine where it worked as MDO As per the Note given, can we submit the Mine development experience from Iron ore Mine and quantity from Both Iron & Coal Mine.</p> <p>Can you consider this experience and allow such bidder to participate.</p>	<p>2.1 For demonstrating its technical capacity and experience (the “Technical Capacity”), the Bidder shall have carried out, for itself or as a contractor, ‘excavation and transportation’ of Overburden of open cast mining project(s) in India by mechanized means and/or ‘excavation and transportation’ of coal/lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore / any other Minerals (mentioned under Schedule I of MMDR Act), open cast mining project(s) in India by mechanized means during the past 7 (seven) years ending on the date of Tender floating, such that the total composite volume of such ‘excavation and transportation’ during any period of 1 (one) year (consecutive 365 days) (the “qualifying period”) within the aforesaid period of 7(seven) years is more than 20.00 million cubic metre, (the “qualifying quantity”), from maximum 5 (five) opencast</p>
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					<p>mines of coal/ lignite/ iron/bauxite/ manganese/copper ore / any other Minerals (mentioned under Schedule I of MMDR Act) in India; provided that the quantity handled in at least one mine should not be less than 8.00 million cubic metre including production of at least 2.00 Million Tonnes of coal/lignite / iron ore/bauxite ore/ manganese ore/copper ore/ any other Minerals (mentioned under Schedule I of MMDR Act), open cast mining project(s) in India from the same mine.</p> <p>2.2 The bidder should have performed / assisted in land acquisition activities, performed / assisted in obtaining statutory clearances and carried out infrastructure development such as construction of workshops, statutory buildings in Greenfield / Brown field open cast mining project(s) in India during last 7 (seven) financial years reckoned</p>
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					<p>from date of Tender Floating.</p> <p>2.3 The Bidder should have conducted exploration activities by drilling a minimum meterage of 15,000 meters by its own or through subcontracting from maximum 5 (five) opencast mines of coal/ lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore / any other Minerals (mentioned under Schedule I of MMDR Act) in India as on the date of Tender Floating.</p> <p>Note: Technical Qualification set forth in 2.1 and 2.2 shall be from same opencast mines or different opencast Mines, totaling a maximum of 5 (five) Opencast Mines.</p>
2	ITB	<p>Clause No.2.3 at Page no. 10 of 128</p>	<p>2.3 The Bidder should have conducted exploration activities by drilling a minimum meterage of 15,000 meters by its own or through subcontracting from maximum 5 (five) opencast mines of coal/ lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore in India as</p>	<p>Exploration and mining of Chromite ore is similar in nature to coal/ lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore. Can it be considered for the Exploration Experience of chromite for this</p>	<p>Clause 2.0 is amended as below:</p> <p>Technical Qualification</p> <p>2.1 For demonstrating its technical capacity and experience</p>

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			on the date of Tender Floating.	qualification.	(the “Technical Capacity”), the Bidder shall have carried out, for itself or as a contractor, ‘excavation and transportation’ of Overburden of open cast mining project(s) in India by mechanized means and/or ‘excavation and transportation’ of coal/lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore / any other Minerals (mentioned under Schedule I of MMDR Act), open cast mining project(s) in India by mechanized means during the past 7 (seven) years ending on the date of Tender floating, such that the total composite volume of such ‘excavation and transportation’ during any period of 1 (one) year (consecutive 365 days) (the “qualifying period”) within the aforesaid period of 7(seven) years is more than 20.00 million cubic metre, (the “qualifying quantity”), from maximum 5 (five) opencast mines of coal/ lignite/ iron/bauxite/ manganese/copper ore / any other Minerals
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					<p>(mentioned under Schedule I of MMDR Act) in India; provided that the quantity handled in at least one mine should not be less than 8.00 million cubic metre including production of at least 2.00 Million Tonnes of coal/lignite / iron ore/bauxite ore/ manganese ore/copper ore/ any other Minerals (mentioned under Schedule I of MMDR Act), open cast mining project(s) in India from the same mine.</p> <p>2.2 The bidder should have performed / assisted in land acquisition activities, performed / assisted in obtaining statutory clearances and carried out infrastructure development such as construction of workshops, statutory buildings in Greenfield / Brown field open cast mining project(s) in India during last 7 (seven) financial years reckoned from date of Tender Floating.</p> <p>2.3 The Bidder should have</p>
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					<p>conducted exploration activities by drilling a minimum meterage of 15,000 meters by its own or through subcontracting from maximum 5 (five) opencast mines of coal/ lignite/ iron ore/ bauxite ore/ manganese ore/ copper ore / any other Minerals (mentioned under Schedule I of MMDR Act) in India as on the date of Tender Floating.</p> <p>Note: Technical Qualification set forth in 2.1 and 2.2 shall be from same opencast mines or different opencast Mines, totaling a maximum of 5 (five) Opencast Mines.</p>
3	ITB	Clause No.9.3.4.1 at Page no. 48 of 128	Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 308,00,00,000 (Rupees Three Hundred and Eight Crores only) through RTGS / NEFT / any other online mode as per instructions contained under title “Information regarding online payment of tender document fee, e-service fee and EMD”.	The amount of EMD is unreasonably very High. We have participated in CIL, NTPC and other PSU’s MDO tenders where they kept EMD is Rs. 50 lakhs only. You are requested to revise the clause and reduce EMD amount..	<p>Clause 9.3.4.1 (BID GUARANTEE /EMD) of RFB is amended as below:</p> <p>“Bidders have to furnish Bid Guarantee/ EMD for an amount of INR 15,00,00,000 (Indian Rupees Fifteen Crores only) through RTGS / NEFT / any other online mode as per instructions contained under</p>

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					title "Information regarding online payment of tender document fee, e-service fee and EMD".....
4	ITB	Clause No.9.3.5.1 at Page no. 50 of 128	<p>The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 1537,00,00,000 (Indian Rupees One Thousand Five Hundred Thirty Seven Crore only) from any Scheduled Commercial / Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining Agreement.</p>	<p>Quantum of Performance Security is also too high. Performance security in Most of the MDO tenders provide for 5% of annual contract value.</p> <p>You are requested to reduce the PBG amount and revise the clause.</p>	<p>Clause 9.3.5.1 (Performance Security) of RFB and 9.1.1 are amended as below:</p> <p>"The Mine Developer and Operator shall, as a security for the performance of its obligations under the Coal Mining Agreement, provide to HPGCL not later than 30 (Thirty) days from the date of signing of the Coal Mining Agreement, an irrevocable, unconditional, first demand bank guarantee for a sum of INR 75,00,00,000 (Indian Rupees Seventy Five Crores only) from any Scheduled Commercial/ Nationalized Bank in India authorized by Reserve Bank of India to issue such Bank Guarantee in the format set forth in Schedule-F (the "Performance Security") towards security for the fulfillment of its obligations under Coal Mining</p>

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					Agreement.”
5	ITB	Clause-9.0 at Page 17 of 128	<p><u>A-Phase-I Activities-NOTE-II</u> “Prospective bidders are advised to quote costing relating to Phase-I activity as per schedule of price, the maximum capping of the work will be Rs. 25.0 crore. In case, bidder(s) quoting more than this amount, the costing will be restricted to Rs. 25.0 crore for commercial evaluation of bids and payment will also be restricted to Rs. 25.0 crore.”</p>	We are requested to delete the capping of Rs.25 Crore and allow bidders to quote based on there estimate	Bid Conditions shall prevail.
1.	RFP & CMA	RFP Schedule of Tender at Page no. 4 of 128, Clause no. 10 at Page no. 24 of 128, Clause no. 32 at Page no. 65 of 128, CMA Clause no. 53 at Page no. 197 of 331	<p>Contract Period" shall mean the period (i) of 32 years starting on and from the LOA Date or (ii) till the Life of Mine (LOM) or (iii) till expiry / Termination of the Mining lease or (iv) till Termination of Allotment Agreement or (v) till the date of Termination of this Agreement by HPGCL and discharge of all obligations under this Agreement whichever occurs earlier</p>		<p>Contract Period" shall mean the period (i) of 33 years starting on and from the LOA Date or (ii) till the Life of Mine (LOM) or (iii) till expiry / Termination of the Mining lease or (iv) till Termination of Allotment Agreement or (v) till the date of Termination of this Agreement by HPGCL and discharge of all obligations under this Agreement whichever occurs earlier</p>
2.	CMA	Schedule G, Page no 250	<p>5. Project Milestone-III 5.1 Project Milestone-III shall occur on</p>		Refer Amended “SCHEDULE-G PROJECT COMPLETION SCHEDULE”

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			<p>the date falling on the last day of the 22nd (Twenty Second) month from the LOA Date (the "Project Milestone-III").</p> <p>5.2 Prior to the occurrence of Project Milestone-III, the Mine Developer and Operator shall have commenced and completed i. Detailed Exploration & Drilling 15,000 m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/ latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/ any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area and obtaining Approval of Geological report from MoC.</p>		below
3.	CMA	Schedule G, Page no 251	<p><u>7. Project Milestone-V</u></p> <p><u>7.1 Project Milestone-V shall occur on the date falling on the last day of the 24 th (Twenty fourth) month from the LOA Date (the "Project Milestone-V").</u></p> <p><u>7.2 Prior to the occurrence of Project Milestone-V, the Mine Developer and Operator shall have completed</u></p> <p><u>i. Preparation of Mining plan(s) including Mine closure plan(s) (including Minor</u></p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

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			minerals) and submission to MoC/ CCO/ Govt. Authority/ State Mines & Geology dept/ IBM as the case may be.		
4.	CMA	Schedule G, Page no 251	<p><u>8. Project Milestone-VI</u></p> <p><u>8.1 Project Milestone-VI shall occur on the date falling on the last day of the 24th (Twenty fourth) month from the LOA Date (the "Project Milestone-VI").</u></p> <p><u>8.2 Prior to the occurrence of Project Milestone-VI, the Mine Developer and Operator shall have completed</u></p> <p><u>i. Submission of Environment Clearance application [for grant of Terms of Reference (TOR)] to MoEF & CC.</u></p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
5.	CMA	Schedule G, Page no 251	<p><u>9. Project Milestone-VII</u></p> <p><u>9.1 Project Milestone-VII shall occur on the date falling on the last day of the 25th (Twenty fifth) month from the LOA Date (the "Project Milestone-VII").</u> 9.2 Prior to the occurrence of Project Milestone-VII, the Mine Developer and Operator shall have commenced and completed</p> <p><u>i. Submission of Forest Clearance Application</u></p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
6.	CMA	Schedule G, Page no 251	<p><u>10. Project Milestone-VIII</u></p> <p><u>10.1 Project Milestone-VIII shall occur</u></p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE"

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			on the date falling on the last day of the 29th (Twenty ninth) month from the LOA Date (the "Project Milestone-VIII"). 10.2 Prior to the occurrence of Project Milestone-VIII, the Mine Developer and Operator shall have commenced and completed i. Obtaining Approval of Mining plan(s) including Mine closure plan(s) (including Minor minerals) from MoC/ CCO/ Govt. Authority/ State Mines & Geology dept/ IBM as the case may be.		below
7.	CMA	Schedule G, Page no 252	<u>15. Project Milestone-XIII</u> <u>15.1 Project Milestone-XIII shall occur on the date falling on the last day of the 33rd (Thirty third)month from the LOA Date (the "Project Milestone-XIII").</u> <u>15.2 Prior to the occurrence of Project Milestone-XIII, the Mine Developer and Operator shall have obtained</u> <u>i. Obtained Final Environment Clearance (coal & minerals other than coal) for the project.</u>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
8.	CMA	Schedule G, Page no 252	<u>19. Project Milestone-XVII</u> <u>19.1 Project Milestone-XVII shall occur on the date falling on the last day of the 46th (Forty sixth) month from the LOA Date (the "Project Milestone-XVII").</u> <u>19.2 Prior to the occurrence of Project</u>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

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			<p>Milestone-XVII, the Mine Developer and Operator shall have obtained</p> <p>i. Physical possession of land for construction of R&R Colony and associated infrastructure, approach road, coal transportation roads, permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding.</p> <p>HPGCL's Residential Complex & Colony.</p>		
9.	CMA	Schedule G, Page no 253	<p>21. Project Milestone-XIX</p> <p>21.1 Project Milestone-XIX shall occur on the date falling on the last day of the 48th (Forty eighth) month from the LOA Date (the "Project Milestone-XIX"). 21.2 Prior to the occurrence of Project Milestone-XIX, the Mine Developer and Operator shall have completed i. Obtaining Consent to Operate.</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
10.	CMA	Schedule G, Page no 253	<p>22. Project Milestone-XX</p> <p>22.1 Project Milestone-XX shall occur on the date falling on the last day of the 50th (Fiftyth) month from the LOA Date (the "Project Milestone-XX"). 22.2 Prior to the occurrence of Project Milestone-XX, the Mine Developer and Operator shall have obtained i. Physical possession of land (including land other</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

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			than the land to be acquired under CBA (A&D) Act, 1957) to reach rated capacity of the mine (for mining, external dump, mine infrastructure, statutory infrastructure).....		
11.	CMA	Schedule G, Page no 254	<p>23. Project Milestone-XXI</p> <p>23.1 Project Milestone-XXI shall occur on the date falling on the last day of the 51 th (Fifty oneth) month from the LOA Date (the "Project Milestone-XXI"). 23.2 Prior to the occurrence of Project Milestone-XXI, the Mine Developer and Operator shall have completed i. The submission of application for mine opening permission on behalf of HPGCL.</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
12.	CMA	Schedule G, Page no 254	<p>24. Project Milestone-XXII</p> <p>24.1 Project Milestone-XXII shall occur on the date falling on the last day of the 52 nd (Fiftysecond) month from the LOA Date or 60 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan, whichever is earlier (the "Project Milestone-XXII"). 24.2 Prior to the occurrence of Project Milestone-XXII the Mine Developer and Operator shall have</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

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REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			i. Obtained all Applicable Permits required for opening the Mine, Obtained Grant of Mine opening permission.		
13.	CMA	Schedule G, Page no 254	25. Project Milestone-XXIII 25.1 Project Milestone-XXVI shall occur 45 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan (the "Project Milestone-XXIII"). 25.2 Prior to the occurrence of Project Milestone-XXVI the Mine Developer and Operator shall have i. Completed construction of statutory mine infrastructure like First aid station, canteen, restroom etc ii. Mobilization of required number of mining Equipment for commencement of mining as per Specifications and Standards of Approved Mining Plan (AMP)		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
14.	CMA	Schedule G, Page no 254	26. Project Milestone-XXIV 26.1 Project Milestone-XXVII shall occur 45 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan (the "Project Milestone-XXIV"). 26.2 Prior to the occurrence of Project Milestone-XXIV the Mine Developer and Operator shall have i. Completed construction of Project Facilities		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

ADDENDUM

HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			specified in Annexure-I of Schedule-C, mine infrastructure including Fixed Infrastructure required for commencing the mining operation.		
15.	CMA	Schedule G, Page no 254	<p>27. Project Milestone-XXV</p> <p>27.1 Project Milestone-XXV shall occur 30 days prior to the OB Production Schedule specified in Approved Mining Plan (the "Project Milestone-XXV").</p> <p>27.2 Prior to the occurrence of Project Milestone-XXV, the Mine Developer and Operator shall have</p> <p>i. Commenced OB removal from the Kalyanpur Badalpara Coal Block.</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
16.	CMA	Schedule G, Page no 255	<p>28. Project Milestone-XXVI</p> <p>28.1 Project Milestone-XXVI shall occur 45 days prior to commencement of coal production as per Coal Production Schedule specified in Approved Mining Plan (the "Project Milestone-XXVI").</p> <p>28.2 Prior to the occurrence of Project Milestone-XXVI, the Mine Developer and Operator shall have</p> <p>i. Completed construction & commissioning of Coal Depot/Stockyard along with weighbridges for dispatch of coal</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below
17.			<p>29. Project Milestone-XXVII</p> <p>29.1 Project Milestone-XXVII shall occur 30 days prior to the Coal Production</p>		Refer Amended "SCHEDULE-G PROJECT COMPLETION SCHEDULE" below

ADDENDUM

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REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			Schedule specified in Approved Mining Plan (the "Project Milestone-XXVII"). 29.2 Prior to the occurrence of Project Milestone-XXVII, the Mine Developer and Operator shall have i. Commenced Coal production from the Kalyanpur Badalpara Coal Block.		
18.	CMA	Annex-I (Schedule-C) Project Facilities for Mines, Page no 224	1.Project Facilities: The Mine Developer and Operator shall construct the Project Facilities described in this Annex-I to form part of the Mines. The Project Facilities shall include the following which is not exhaustive: a. Electrical arrangements, power distribution including reticulation from MRSS and related substation & structures, lighting arrangements, internal telecommunication infrastructure catering to basic telephony and other value added telecom services etc.; b. Alternate and Backup source of power supply through installation of DG sets or any other power Backup modes; c. Coal Depot(s)/ stockyard(s) with adequate number of Weighbridges for weighing coal from Mines as well as for the coal dispatched from the Coal Depot and adequate number of Weighbridges		Refer amended "Annex-I (Schedule-C) Project Facilities" for Mines"

ADDENDUM

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REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			<p>for weighing coal at permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding;</p> <p>d. Workshops with different sections for maintenance of different types of Equipment and with permanent infrastructure for maintenance team;</p> <p>e. Machine shop for machining and maintenance of Equipment and machinery;</p> <p>f. Calibration Laboratory to check all tools, Instruments, Jigs and fixtures to ensure product conformity with specification and standards;</p> <p>g. Storage facilities for Diesel and Dispensing Units, Bowser(s)</p> <p>h. Store shed and storage space for Equipment and materials;</p> <p>i. Administrative office;</p> <p>j. First aid Room and First Aid Station;</p> <p>k. Ambulance(s) round the clock;</p> <p>l. Fire Tender and Fire Station</p>		
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ADDENDUM

HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			<p>m. Magazine; n. Blasting shelter;</p> <p>o. Rest room, Rest shelter; p. Canteen; r. Creches; s. Fire hydrant system; t. Time office for recording entry and exit of tipper trucks; u. Effluent treatment plant & Sewage treatment plant v. Settling pond; w. Attendance Room; x. Common facility centre;</p> <p>y. Security Equipment including closed-circuit television (CCTV); z. RFID system for tracking of truck movement, Geo fencing;</p> <p>aa. Operator Independent Truck Dispatch System;</p> <p>bb. Roads and culverts including Bridges for vehicular movement for Approach roads to the mine and coal transportation road;</p> <p>cc. Approach roads to the mine from the NH-114A and coal transportation road and access roads within the mine area, access roads to the permanent Railway</p>		
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ADDENDUM

HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			<p>Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding, magazine etc; dd. Haul roads;</p> <p>ee. Coal transportation road from Coal Depot(s) connecting to the NH114A, coal transportation road to permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway siding;</p> <p>ff. Drainage system for storm water drainage including garland drain around the mine pit, dump yard, CHP area, Railway Siding and MRSS;</p> <p>gg. Embankment around the water bodies, revetment and pitching wherever necessary as stipulated in Mining plan/ stipulation of MOEF & CC in granting EC/ Nala diversion study and approved by HPGCL;</p> <p>hh. Road over Embankment(s) as per specifications/as directed by HPGCL;</p> <p>ii. Any other civil works, facilities required for the operation of the mine and as recommended in the Mining Plan(s), statutory Approvals/ guidelines/ Statutory Authorities/ Government Authorities and as directed by HPGCL.</p>		
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ADDENDUM

HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

19.	CMA	50. 2.8	<p>50.2.8 Arbitration proceedings shall be conducted in accordance with the following rules of procedure,</p> <p>a) In case of a foreign Contractor/Company/ MDO the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 or amendments thereof.</p> <p>b) In case of an Indian Contractor/ Company/ MDO, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 and amendments thereof. In case the Indian Contractor/ Company/ MDO is an Indian Public Sector Enterprise/ Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between HPGCL and the Contractor/Company/ MDO shall be referred for resolution to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per DPE O.M No.</p>	<p>50.2.8 Arbitration proceedings shall be conducted in accordance with the following rules of procedure,</p> <p>a) The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 and amendments thereof. In case the Indian Contractor/ Company/ MDO is an Indian Public Sector Enterprise/ Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between HPGCL and the Contractor/Company/ MDO shall be referred for resolution to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per DPE O.M No. 05/0003/2019-FTS-10937, dt. 14.12.2022 and subsequent notifications.</p>
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REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

			05/0003/2019-FTS-10937, dt. 14.12.2022 and subsequent notifications. c) In case of a foreign collaborator/Associate of the Contractor/Company/ MDO, the arbitration proceedings shall be conducted in accordance with the United Nations Commission of International Trade Law (UNCITRAL) Arbitration Rules of 1976 and the amendment thereof.		
20.	CMA	Clause 29.1 P.N. 115	29.1 Production of Coal The Mine Developer and Operator shall excavate and deliver Coal in accordance with the Annual Production Programme specified as per the approved Mining plan or as per the directives of Mine In-charge/ HPGCL		29.1 Production of Coal The Mine Developer and Operator shall excavate and deliver Coal in accordance with the terms of Annual Production Programme/ Dispatch Plan, this Agreement, approved Mining plan and as per the directives of Mine In-charge/ HPGCL.
21.	CMA	Clause 29.2 P.N. 115	29.2 Annual Production and delivery of Coal Programme 29.2.1 The schedule for production and delivery of Coal (to be filled up as per the approved Mining Plan) as below:.....		29.2 Annual Production and delivery of Coal Programme 29.2.1 The schedule for production and delivery of Coal (to be filled up as per the approved Mining Plan or in accordance with the Annual Production Programme) as below:.....

ADDENDUM

HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

22.	RFB / ITB	Page no 2	<p>In case of extension of Bid opening date, Bidder shall furnish banker's certificate for Unutilized Line of Credit and audited Annual Reports along with its Bid as per the extended date of Bid opening to meet the stipulated Financial Criteria.</p>	<p>In case of extension of Bid opening date, Bidder shall furnish banker's certificate for Unutilized Line of Credit along with its Bid as per the extended date of Bid opening to meet the stipulated Financial Criteria.</p> <p>Further the, audited Annual Reports shall be submitted along with the Bid as per the stipulated financial criteria as on date of Tender Floating.</p>
23.	ITB	Clause 2.7 Page no 11	<p>The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of Tender Floating, duly certified by the Bankers, should not be less than INR 50.00 Crore (Indian Rupees Fifty Crores only). In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.</p>	<p>The Unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the scheduled date of Technical Bid opening, duly certified by the Bankers and should not be less than INR 50 Crore (Indian Rupees fifty Crore). In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such</p>

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REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL

					banks.
24.	ITB	I. QUALIFYING REQUIREMENTS FORM Page no 116	The Unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the Original scheduled date of Technical Bid opening, duly certified by the Bankers should not be less than INR 50 Crore (Indian Rupees fifty Crore). In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks		The Unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the scheduled date of Technical Bid opening, duly certified by the Bankers and should not be less than INR 50 Crore (Indian Rupees fifty Crore). In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.
25.	CMA	Page no. 221 Annex-II (Schedule-B) DESCRIPTION OF RAILWAY SIDING	Annex-II (Schedule-B) DESCRIPTION OF RAILWAY SIDING The construction of permanent Railway Siding near the block/ Temporary Railway Siding/ improvements at Harinsingh Railway Siding for dispatch of coal shall be the responsibility of the MDO and the documented cost so incurred would be reimbursed by HPGCL to MDO subject to certification of Independent Engineer and Panel of Chartered Accountant.		Annex-II (Schedule-B) DESCRIPTION OF RAILWAY SIDING The construction of permanent Railway Siding near the block/ Temporary Railway Siding/ improvements at Harinsingh Railway Siding included but not limited to rail track, electrical lines, signaling system, civil works for connecting upto Dumka-Rampurhat railway line for

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			<p>The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of Railway Siding as specified above shall be carried out by MDO as per the provisions of CMA. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways.</p> <p>Until completion of above Railway Siding(s) or in the event of non commissioning of any one of CHP or Conveyors or Silo etc., or in the event of breakdown of any of them, MDO shall load coal into trucks at Coal Depot & shall transport ROM coal from pit head coal stockyard/ Coal Depots and load coal into wagons at nearest Railway Siding, as per directives of Mine In-charge.</p>		<p>dispatch of coal shall be the responsibility of the MDO and the documented cost so incurred would be reimbursed by HPGCL to MDO subject to certification of Independent Engineer and Panel of Chartered Accountant.</p> <p>The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of Railway Siding as specified above shall be carried out by MDO as per the provisions of CMA. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding and the nearest Railway Siding identified by the HPGCL as per the requirements of Indian Railways.</p> <p>Until completion of above Railway Siding(s) or in the event of non commissioning of any one of CHP or Conveyors or Silo etc., or in the event of breakdown of any of them, MDO shall load coal into trucks at Coal Depot & shall transport ROM</p>
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HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)

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					<p>coal from pit head coal stockyard/ Coal Depots and load coal into wagons at nearest Railway Siding, as per directives of Mine In-charge.</p> <p>Through suitable drawings and description in words, the land, buildings, rail track, electrical lines and electrical plants comprising the Site for the Rail Track shall be specified briefly but precisely by the Mine Operator on the basis of the approved Mining Plan and DPR. The document so prepared and duly approved by the HPGCL shall be deemed to be a part of the Annex-II (Schedule-B) DESCRIPTION OF RAILWAY SIDING and throughout the CMA wherever the context required.</p> <p>Around 12 to 15 kms railway line along with Railway Siding is to be constructed to connect with Dumka Rampurhat</p>
26	ITB / NIB	Clause 23: Evaluation of Bids			(Refer Annexure- 3) for illustration on Evaluation of Bids.

ADDENDUM

**HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS
AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND
COAL MINING AGREEMENT (CMA)**

**REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND
OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL**

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HPGCL RESPONSE TO PRE- BID QUERIES / CLARIFICATIONS AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA) REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR- BADALPARA COAL BLOCK OF HPGCL

ANNEXURE-1

Annex-I

(Schedule-C)

Project Facilities for Mines

1. *Project Facilities*

The Mine Developer and Operator shall construct the Project Facilities described in this Annex-I to form part of the Mines. The Project Facilities shall include the following which is not exhaustive:

- a. Electrical arrangements, power distribution including reticulation from MRSS and related substation & structures, lighting arrangements, internal telecommunication infrastructure catering to basic telephony and other value added telecom services etc.;
- b. Alternate and Backup source of power supply through installation of DG sets or any other power Backup modes;
- c. Coal Depot(s)/ stockyard(s) with adequate number of Weighbridges for weighing coal from Mines as well as for the coal dispatched from the Coal Depot and adequate number of Weighbridges for weighing coal at permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding;
- d. Workshops with different sections for maintenance of different types of Equipment and with permanent infrastructure for maintenance team;
- e. Machine shop for machining and maintenance of Equipment and machinery;
- f. Calibration Laboratory to check all tools, Instruments, Jigs and fixtures to ensure product conformity with specification and standards;
- g. Storage facilities for Diesel and Dispensing Units, Bowser(s)
- h. Store shed and storage space for Equipment and materials;
- i. Administrative office;
- j. First aid Room and First Aid Station;
- k. Ambulance(s) round the clock;
- l. Fire Tender and Fire Station
- m. Magazine;
- n. Blasting shelter;

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- o. Rest room, Rest shelter;
- p. Canteen;
- r. Creches;
- s. Fire hydrant system;
- t. Time office for recording entry and exit of tipper trucks;
- u. Effluent treatment plant & Sewage treatment plant;
- v. Settling pond;
- w. Attendance Room;
- x. Common facility centre;
- y. Security Equipment including closed-circuit television (CCTV);
- z. RFID system for tracking of truck movement, Geo fencing;

- aa. aa. Operator Independent Truck Dispatch System;
- bb. Roads and culverts including Bridges for vehicular movement for Approach roads to the mine and coal transportation road;
- cc. Approach roads to the mine from the NH-114A and coal transportation road and access roads within the mine area, access roads to the permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding, magazine etc;
- dd. Haul roads;
- ee. Coal transportation road from Coal Depot(s) connecting to the NH-114A, coal transportation road to permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway siding;
- ff. Drainage system for storm water drainage including garland drain around the mine pit, dump yard, CHP area, Railway Siding and MRSS;
- gg. Embankment around the water bodies, revetment and pitching wherever necessary as stipulated in Mining plan/ stipulation of MOEF & CC in granting EC/ Nala diversion study and approved by HPGCL;
- hh. Road over Embankment(s) as per specifications/as directed by HPGCL;
- ii. Construction the Coal handling system, MRSS, Silo and Rapid Loading System (RLS), permanent Railway Siding near the block/ Temporary Railway Siding / improvements at Harinsingh Railway Siding;
- jj. construct, develop, operate and maintain the Civil and other related infrastructure facilities including Residential, Guest house, Admin building of HPGCL for their employees in the Mine site;

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kk. Any other civil works, facilities required for the operation of the mine and as recommended in the Mining Plan(s), statutory Approvals/ guidelines/ Statutory Authorities/ Government Authorities and as directed by HPGCL.

2. Description of Project Facilities

The Project Facilities are briefly described below:

2.1 Alternate source of power supply:

MDO shall be responsible for arranging alternate/ Back up power arrangement for meeting the emergency requirements like Pumping, Illumination, any other requirements for uninterrupted operation of the mine. Operation and maintenance of such arrangement including diesel and any capital replacement is under the Scope of MDO. No claim on HPGCL is admissible in case of non-availability of power from the grid or Backup arrangement.

Any permission required for installation of above Backup power arrangement shall be obtained by MDO and all environmental norms shall be strictly adhered to by MDO.

2.2 Coal Depot(s)/ Coal stockyard(s)

The specifications of stockyard(s) shall be as per Article- 30 and other provisions of this Agreement.

2.3 Workshops

The Mine Developer and Operator shall construct the workshops with the requisite Equipment, tools and other facilities to cater to the needs of daily maintenance, Scheduled Maintenance, lubrication, routine inspection, minor/ medium repair and replacement of parts/ sub-assemblies of Equipment.

The MDO shall maintain separate workshops for day to day maintenance and major overhauls & capital repairs.

The workshop shall be with different sections for maintenance of different types of Equipment and with permanent infrastructure for maintenance teams. The workshop shall have separate HEMM and E&M sections. The HEMM section shall have facilities for mechanized washing, daily maintenance, cranes of adequate capacity & type, scheduled inspection, lubrication & maintenance shops, repair shops, engineering shops like machine shop, welding & structural shop etc., open/ concrete pavements for equipment parking, pavement near office, supporting facilities like switch room, office, canteen, cycle/ motor vehicle stand, mechanized tyre handling & changing system, fire fighting system etc., complete required for the project. The E&M section shall have facilities like Mechanical repair shop for routine maintenance & minor repair of water pumps, other allied Equipment, machine shop & electrical repair shop for small motors & testing of electrical installations, supporting facilities like small material stores, cycle/ motor vehicle shed, toilet, office, canteen, fire fighting facilities, pavement, roads etc., complete required for the project.

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2.4 Store shed

The MDO shall provide closed sheds for the project stores, store yard, store racking system, fork lift truck etc.

2.5 Administrative office

The MDO shall construct administrative office for MDO.

2.6 First aid room & first aid station

The MDO shall construct & maintain first aid room & first aid station as per statutory requirement fulfilling stipulations of DGMS, Mines Act etc. The minimum plinth/floor area of first aid station/ room shall be as stipulated in the Mines Rules, 1955 and the amendment thereof.

2.7 Magazine

The MDO shall construct & maintain the Magazine and adequate security facilities like barbed wire fencing, watch towers, security guards, CCTVs etc., as per statutory requirements.

2.8 Rest shelter

The MDO shall construct & maintain at least 2 (two) rest shelter(s) with minimum plinth area of 50 sqm.

2.9 Canteen(s)

The MDO shall construct, maintain and operate appropriate number of canteen(s) in the project area.

2.10 Creches

The MDO shall construct & maintain creches in the project area as per statutory requirement.

2.11 Pithead bath & toilets:

The MDO shall construct & maintain pithead bathrooms & toilets (separately for all genders) as per applicable statute and as directed by HPGCL.

2.12 Fire hydrant system

A fire hydrant system shall be installed in conformity with Applicable Laws, Applicable Permits and Standard Industry Practice and shall include adequate water storage, pumping capacity and distribution network. Smoke detectors, fire alarms and water sprinklers shall also be provided in critical areas of the Mines.

2.13 Time office, Attendance room, Common facility centre, Parking area, Scrap yard, VTC etc:

The MDO shall construct a common facility center which shall include a cafeteria, recreation facilities, medical aid center and rest rooms for use by the personnel

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deployed for the Project.

The MDO shall construct, maintain & operate VTC with state of art training facilities including simulators to provide training to HPGCL's, MDO's, Contractor's workmen etc. The VTC shall be of minimum plinth area of 250 sqm.

The MDO shall construct, maintain & operate Attendance room with separate facilities to capture attendance of HPGCL's & MDO's employees. The MDO shall deploy bio-metric/ facial recognition attendance monitoring system as per directives of HPGCL.

2.14 Effluent Treatment Plant & Sewerage Treatment Plant:

The MDO shall construct ETP & STP to cater project requirements. The MDO shall construct ETP & STP for effective treatment of effluents & sewerage arising out of the project. The MDO shall aim for Zero Liquid Discharge from the project activities. The specifications of ETP & STP shall be finalized by MDO in consultation with HPGCL.

2.15 Telecommunication

The MDO shall create infrastructure for voice and data communication, voice & data networking including high speed internet for the project. The MDO shall provide walkie talkie sets/ TETRA (Terrestrial Trunk Radio) based mobile communication system/ any other advanced communication system acceptable to Statutory Authorities for the entire project area.

2.16 Security Equipment, RFID, OITDS

The installation, maintenance & operation of security arrangements shall be as per provisions of this Agreement, directives of HPGCL, Govt. Authorities etc.

2.17 Roads

The Mine Developer and Operator shall construct and maintain haul roads required for excavation and transportation of OB, Coal, minerals other than coal equivalent to the Contracted Capacity. The MDO shall construct and maintain the Approach roads and access roads within the mine area, access roads to permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding, mine infrastructure, Fixed Infrastructure, statutory facilities etc.

2.18 Approach road and coal transportation road:

The MDO shall construct approach road and coal transportation to the mine from the nearest State Highway/ National Highway, permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding and to the nearest Railway Siding. The alignment of approach road and coal transportation road shall be finalized at the time of preparation of Mining plan. There shall be an exclusive four lane coal transportation road for movement of coal trucks and two more lanes flanged along both sides of coal transportation road for vehicular movement other than coal trucks. The MDO shall design and construct the road with proper drainage, culverts, bridges, clearances and other measures required under Indian Road

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Congress for crossing nullah, river, power lines etc. The MDO shall carry out & maintain three tier avenue plantation to attenuate dust and noise.

The alignment of the road shall be selected in such a way that the road shall avoid crossing of villages/ populated areas to ensure safety and avoid pollution in surrounding areas. The MDO shall adhere to any other conditions imposed by State Government Authorities, conditions of EC, FC, CTE, CTO and other clearances for coal transportation road.

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ANNEXURE-2

SCHEDULE-G

PROJECT COMPLETION SCHEDULE

1. Project Completion Schedule

The Mine Developer and Operator shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled Completion Date (the "Project Completion Schedule").

Within 15 (fifteen) days of the date of completion of each Project Milestone, the Mine Developer and Operator shall notify HPGCL of such compliance along with necessary particulars thereof.

2. Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the last day of the 8th (eighth) month from the LOA Date (the "Project Milestone-I").

2.2 Prior to the occurrence of Project Milestone-I, the Mine Developer and Operator shall have commenced and completed

- i. Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating block boundary, for all type of Forest land in the coal block area, verification as per statute for pillaring and preparation of land schedules and forest maps for obtaining Forest Clearance and topographic Survey including contouring.

3. Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the last day of the 18th (Eighteenth) month from the LOA Date (the "Project Milestone-II").

3.2 Prior to the occurrence of Project Milestone-II, the Mine Developer and Operator shall have commenced and completed

- i. Geo technical investigation & Slope Stability Study and submission of reports thereof.

4. Project Milestone-IIA

4.1 Project Milestone-IIA shall occur on the date falling on the last day of the 18th (Eighteenth) month from the LOA Date (the "Project Milestone-II A").

4.2 Prior to the occurrence of Project Milestone-IIA, the Mine Developer and Operator shall have commenced and completed

- i. Hydro geological Investigation and pumping test for obtaining aquifer parameters & make of water of the mine and Preparation & submission of reports thereof.

5. Project Milestone-III

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- 5.1 Project Milestone-III shall occur on the date falling on the last day of the 24th (Twenty Forth) ~~22nd (Twenty Second)~~ month from the LOA Date (the "Project Milestone-III").
- 5.2 Prior to the occurrence of Project Milestone-III, the Mine Developer and Operator shall have commenced and completed
- i. Detailed Exploration & Drilling 15,000 m (estimated), Geophysical logging & analysis etc., as per modified Indian Standard Procedure (ISP), 2017/ latest issued by the Government with preparation of Geological Report as per the guidelines of CMPDI/ MoC/ any other ministry. The Geological report shall also deal the other minerals occurring in the coal block area and obtaining Approval of Geological report from MoC.
6. *Project Milestone-IV*
- 6.1 Project Milestone-IV shall occur on the date falling on the last day of the 24th (Twenty forth) month from the LOA Date (the "Project Milestone-IV").
- 6.2 Prior to the occurrence of Project Milestone-IV, the Mine Developer and Operator shall have
- i. Obtained notification under sec 7(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957 in favor of HPGCL.
7. *Project Milestone-V*
- Project Milestone-V shall occur on the date falling on the last day of the 26th (Twenty Sixth) ~~24th (Twenty forth)~~ month from the LOA Date (the "Project Milestone-V").
- 7.1 Prior to the occurrence of Project Milestone-V, the Mine Developer and Operator shall have completed
- i. Preparation of Mining plan(s) including Mine closure plan(s) (including Minor minerals) and submission to MoC/ CCO/ Govt. Authority/ State Mines & Geology dept/ IBM as the case may be.
8. *Project Milestone-VI*
- 8.1 Project Milestone-VI shall occur on the date falling on the last day of the 26th (Twenty Sixth) ~~24th (Twenty forth)~~ month from the LOA Date (the "Project Milestone-VI").
- 8.2 Prior to the occurrence of Project Milestone-VI, the Mine Developer and Operator shall have completed
- i. Submission of Environment Clearance application [for grant of Terms of Reference (TOR)] to MoEF & CC.
9. *Project Milestone-VII*
- 9.1 Project Milestone-VII shall occur on the date falling on the last day of the 28th (Twenty Eighth) ~~25th (Twenty fifth)~~ month from the LOA Date (the "Project Milestone-VII").
- 9.2 Prior to the occurrence of Project Milestone-VII, the Mine Developer and Operator shall have commenced and completed
- i. Submission of Forest Clearance Application.

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10. Project Milestone-VIII

- 10.1** Project Milestone-VIII shall occur on the date falling on the last day of the **31st (Thirty first) 29th (~~Twenty ninth~~)** month from the LOA Date (the "**Project Milestone-VIII**").
- 10.2** Prior to the occurrence of Project Milestone-VIII, the Mine Developer and Operator shall have commenced and completed
- i. Obtaining Approval of Mining plan(s) including Mine closure plan(s) (including Minor minerals) from MoC/ CCO/ Govt. Authority/ State Mines & Geology dept/ IBM as the case may be.

11. Project Milestone-IX

- 11.1** Project Milestone-IX shall occur on the date falling on the last day of the **31st (Thirty first)** month from the LOA Date (the "**Project Milestone-IX**").
- 11.2** Prior to the occurrence of Project Milestone-IX, the Mine Developer and Operator shall have commenced and completed
- i. Socio- Economic Impact Assessment (SIA) study, Land use pattern study, EIA-EMP study and preparations of reports thereof.

12. Project Milestone-X

- 12.1** Project Milestone-X shall occur on the date falling on the last day of the **33rd (Thirtythird)** month from the LOA Date (the "**Project Milestone-X**").
- 12.2** Prior to the occurrence of Project Milestone-XI, the Mine Developer and Operator shall have completed
- i. Preparation & Submission of R&R Plan to HPGCL and Govt. of Jharkhand.

13. Project Milestone-XI

- 13.1** Project Milestone-XI shall occur on the date falling on the last day of the **36th (Thirtysixth)** month from the LOA Date (the "**Project Milestone-XI**").
- 13.2** Prior to the occurrence of Project Milestone-XI, the Mine Developer and Operator shall have
- i. Obtained the Stage-I Forest clearance.

14. Project Milestone-XII

- 14.1** Project Milestone-XII shall occur on the date falling on the last day of the **39th (Thirtyninth)** month from the LOA Date (the "**Project Milestone-XII**").
- 14.2** Prior to the occurrence of Project Milestone-XII, the Mine Developer and Operator shall have
- i. Obtained the Stage-II (Final) Forest clearance.

15. Project Milestone-XIII

- 15.1** Project Milestone-XIII shall occur on the date falling on the last day of the **43rd (Forty Third) 33rd (~~Thirty third~~)** month from the LOA Date (the "**Project Milestone-XIII**").

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15.2 Prior to the occurrence of Project Milestone-XIII, the Mine Developer and Operator shall have obtained

- i. Obtained Final Environment Clearance (coal & minerals other than coal) for the project.

16. Project Milestone-XIV

16.1 Project Milestone-XIV shall occur on the date falling on the last day of the 43rd (Fortythird) month from the LOA Date (the "Project Milestone-XIV").

16.2 Prior to the occurrence of Project Milestone-XIV, the Mine Developer and Operator shall have

- i. Obtained Notification under sec 9(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957 in favour of HPGCL (Deemed Grant of Mining Lease).

17. Project Milestone-XV

17.1 Project Milestone-XV shall occur on the date falling on the last day of the 43rd (Fortythird) month from the LOA Date (the "**Project Milestone-XV**").

17.2 Prior to the occurrence of Project Milestone-XV, the Mine Developer and Operator shall have

- i. Obtained Approval of R&R Plan from Govt. of Jharkhand.

18. Project Milestone-XVI

18.1 Project Milestone-XVI shall occur on the date falling on the last day of the 44th (Fortyfourth) month from the LOA Date (the "**Project Milestone-XVI**").

18.2 Prior to the occurrence of Project Milestone-XVI, the Mine Developer and Operator shall have obtained

- i. Notification under sec 11(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957 in favour of HPGCL

19. Project Milestone-XVII

19.1 Project Milestone-XVII shall occur on the date falling on the last day of the 46th (Forty sixth) month from the LOA Date (the "**Project Milestone-XVII**").

19.2 Prior to the occurrence of Project Milestone-XVII, the Mine Developer and Operator shall have obtained

- i. Physical possession of land for construction of R&R Colony and associated infrastructure, approach road, coal transportation roads, permanent Railway Siding near the block/ Temporary Railway Siding/ Harinsingh Railway Siding, Coal handling system, MRSS, Silo and Rapid Loading System (RLS), HPGCL's Residential Complex & Colony_Guest house, Admin building of HPGCL for their employees in the Mine site..

20. Project Milestone-XVIII

20.1 Project Milestone-XVIII shall occur on the date falling on the last day of the 47th (Forty seventh) month from the LOA Date (the "**Project Milestone-XVIII**").

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20.2 Prior to the occurrence of Project Milestone-XVIII, the Mine Developer and Operator shall have completed

- i. Obtaining Consent to Establish.

21. *Project Milestone-XIX*

21.1 Project Milestone-XIX shall occur on the date falling on the last day of the **53rd (Fifty Third) 48th (~~Forty eighth~~)** month from the LOA Date (the "**Project Milestone-XIX**").

21.2 Prior to the occurrence of Project Milestone-XIX, the Mine Developer and Operator shall have completed

- i. Obtaining Consent to Operate.

22. *Project Milestone-XX*

22.1 Project Milestone-XX shall occur on the date falling on the last day of the **56th (Fifty Sixth) 50th (~~Fiftyth~~)** month from the LOA Date (the "**Project Milestone-XX**").

22.2 Prior to the occurrence of Project Milestone-XX, the Mine Developer and Operator shall have obtained

- i. Physical possession of land (including land other than the land to be acquired under CBA (A&D) Act, 1957) to reach rated capacity of the mine (for mining, external dump, mine infrastructure, statutory infrastructure).
- ii. License/ exemption under CL(R&A) Act, 1970 for HPGCL and for the MDO as applicable.

23. *Project Milestone-XXI*

23.1 Project Milestone-XXI shall occur on the date falling on the last day of the **57th (Fifty Seventh) 54th (~~Fifty oneth~~)** month from the LOA Date (the "**Project Milestone-XXI**").

23.2 Prior to the occurrence of Project Milestone-XXI, the Mine Developer and Operator shall have completed

- i. The submission of application for mine opening permission on behalf of HPGCL.

24. *Project Milestone-XXII*

24.1 Project Milestone-XXII shall occur on the date falling on the last day of the **maximum upto 60th (sixtieth) 52nd (~~Fifty second~~)** month from the LOA Date or 60 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan or Annual Production Plan / Dispatch Plan, whichever is earlier (the "**Project Milestone-XXII**").

24.2 Prior to the occurrence of Project Milestone-XXII the Mine Developer and Operator shall have

- i. Obtained all Applicable Permits required for opening the Mine, Obtained Grant of Mine opening permission.

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25. *Project Milestone-XXIII*

25.1 Project Milestone-XXVI shall occur 45 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan or Annual Production Plan/ Dispatch Plan (the "Project Milestone-XXIII").

25.2 Prior to the occurrence of Project Milestone-XXVI the Mine Developer and Operator shall have

- i. Completed construction of statutory mine infrastructure like First aid station, canteen, restroom etc.
- ii. Mobilization of required number of mining Equipment for commencement of mining as per Specifications and Standards of Approved Mining Plan (AMP)

26. *Project Milestone-XXIV*

26.1 Project Milestone-XXVII shall occur 45 days prior to commencement of OB production as per OB Production Schedule specified in Approved Mining Plan or Annual Production Plan/ Dispatch Plan (the "Project Milestone-XXIV").

26.2 Prior to the occurrence of Project Milestone-XXIV the Mine Developer and Operator shall have

- i. Completed construction of Project Facilities specified in Annexure-I of Schedule-C, mine infrastructure including Fixed Infrastructure required for commencing the mining operation.

27. *Project Milestone-XXV*

27.1 Project Milestone-XXV shall occur 30 days prior to the OB Production Schedule specified in Approved Mining Plan or Annual Production Plan/ Dispatch Plan (the "Project Milestone-XXV").

27.2 Prior to the occurrence of Project Milestone-XXV, the Mine Developer and Operator shall have

- i. Commenced OB removal from the Kalyanpur Badalpara Coal Block.

28. *Project Milestone-XXVI*

28.1 Project Milestone-XXVI shall occur 45 days prior to commencement of coal production as per Coal Production Schedule specified in Approved Mining Plan or Annual Production Plan (the "Project Milestone-XXVI").

28.2 Prior to the occurrence of Project Milestone-XXVI, the Mine Developer and Operator shall have

- i. Completed construction & commissioning of Coal Depot/Stockyard along with weighbridges for dispatch of coal

29. *Project Milestone-XXVII*

29.1 Project Milestone-XXVII shall occur 30 days prior to the Coal Production Schedule specified in Approved Mining Plan or Annual Production Plan/ Dispatch Plan (the "Project Milestone-XXVII").

29.2 Prior to the occurrence of Project Milestone-XXVII, the Mine Developer and Operator shall have

- i. Commenced Coal production from the Kalyanpur Badalpara Coal Block.

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30. *Project Milestone-XXVIII*

Project Milestone-XXVIII: Commercial Operation Date shall occur as per the provisions laid down in Sub-clause (i) of Article 19.4 ("Scheduled COD") (the "Project Milestone- XXVIII").

31. *Project Milestone-XXIX*

Project Milestone-XXIX: Scheduled Completion Date shall occur as per the provisions laid down in Sub-clause (ii) of Article 19.4 ("Scheduled Completion Date") (the "Project Milestone-XXIXI").

32. In the event that the Mine Developer and Operator fails to achieve any Project Milestone within a period as set forth above for such Project Milestones, unless such failure has occurred due to Force Majeure or for reasons solely attributable to HPGCL, the Mine Developer and Operator shall pay Damages to HPGCL in a sum calculated at the rate of 0.50% (zero point five per cent) of the amount of Performance Security for delay of each week or part thereof until such Project Milestone is achieved subject to a maximum of 30% (Thirty percentage) of the amount of Performance Security. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of HPGCL under this Agreement, including the right of Termination thereof.

33. HPGCL shall initiate steps for getting extension from MoC for the timelines specified in Efficiency parameters in Schedule-IV A of Allotment Agreement. If MoC grants extension of time, the MDO shall be responsible & liable for achieving the Efficiency parameters in Schedule-IVA of Allotment Agreement for development of Kalyanpur Badalpara coal block and also for the guaranteed coal production. After such grant of extension by MoC, failure to adhere to the Efficiency parameters/ guaranteed production ad/or if any penalty is imposed and/ or Bank Guarantee submitted by HPGCL is en-cashed/ appropriated by Govt, it shall be to the MDO's account provided it is attributed to default on account of MDO. Further all responsibilities for adhering to the terms and conditions specified by the MoC, Govt or State Authorities for allotment of the Kalyanpur Badalpara Coal Block shall be that of the MDO only to the extent the same falls under the Scope of services of MDO as specified in this Agreement. For avoidance of doubt, it is clarified that the provisions of this clause will only be applicable when the MoC grants the extension of timelines of Efficiency Parameters.

In case of default on part of HPGCL under the provisions of Allotment Agreement due to reasons attributable to MDO/ its Contractors, which *inter alia* attracts any Penalty on HPGCL and/ or appropriation of Performance Security furnished by HPGCL to Govt. of India and/ or Termination of the Allotment Agreement, the MDO shall be also liable for such Damages/ penal actions imposed on HPGCL on back to back basis. The provisions regarding Termination as defined in Allotment Agreement, if so invoked by Govt. of India, shall also be applicable to this Agreement.

34. *Extension of period*

Upon request in writing by the MDO, HPGCL may, in its discretion grant Extension of Time for achieving/ fulfilment of any of the Project Milestones that may be reasonably required for achieving/ fulfilling such Project Milestones.

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

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35. MDO shall prepare Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) Network Charts and submit the same to HPGCL and Independent Engineer (IE) (as the case may be) within 180 days from the date of LOA. MDO shall incorporate the correction(s), if any, required by HPGCL or IE within 15 days of receipt of the same. Subsequently, the MDO shall submit the updated CPM/PERT Chart with physical progress, financial expenditure incurred, resources deployed or any other details as required by HPGCL or IE on 1st of each calendar month until Schedule Completion Date. This shall form the part of the Monthly Progress Report to be submitted to HPGCL and IE.

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ANNEXURE-3

23.0 Evaluation of Bids:

23.1 All the bidders would be brought at par with reference to terms & conditions of Tender Document and the techno-commercial discussions/clarifications after the Tender Opening. Only those Bidders who are considered meeting the **Pre-Qualifying Requirements** and whose bids are evaluated as technically and commercially responsive shall be eligible for Price Bid Opening.

Tender Evaluation Committee as constituted by HPGCL shall examine the documents / credentials submitted by the bidders against Qualifying requirements / Eligibility conditions of tender. Bidders shall be informed by HPGCL about their respective deficiencies / shortcomings, if any, and shall be given an opportunity to submit their requisite deficient documents for better competition. Price Bid (Part-II) of only those bidders shall be considered for opening, whose credentials for Eligibility / Qualifying criteria are found to be in order. The decision of Tender Evaluation Committee of HPGCL shall be final and binding on the Bidders, consultant and other parties involved in the transaction.

Negotiation:- Negotiations shall be held by competent authority of HPGCL in accordance with Haryana Govt. O/o no. 2/2/2010-4-IB-II dated 18.06.2013 & 2/2/2010-4-IB-II dated 16.06.2014 and its latest amendment dated 26.05.2023 as below:

- a) Price negotiation could be held upto four number of such bidder(s), in addition to L1- bidder in cases where there are bidders falling within 5% of the L-1 bidder. In cases where the L-1 bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.
- b) In cases where there is no bidder within 5% of the L-1 bidder,
 - (i) L-2 bidder will be invariably called for negotiation in addition to the L-1 bidder and
 - (ii) L-3 bidder will also be called, if it is so decided by the competent authority of HPGCL, in addition to L-1, L-2 bidders.

23.2 For evaluation purpose, prices quoted as per Annexure -16 (Schedule of Prices) alone shall be taken into consideration.

23.3 The price offers/bids of the shortlisted Technically Qualified Bidders shall be opened and the bidders will be ranked as L1, L2, L3, starting from the lowest offered Total price and increasing in the ascending order. The Total price for each bidder shall be arrived by adding the following viz (i) Quoted total price as Charges towards Phase-I activities in Rs. Crs [●] restricted to maximum capping of the work to Rs. 25.0 crore for commercial evaluation of bids. And (ii) Quoted price for Base Mining Charge (Rs./ Tonne) multiplied by 3.00 Million Tonnes in Rs. Crs. for Evaluation of Price Bids.

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Note: The above quantity of 3.00 Million Tonnes is for Tender evaluation purpose only, and the actual execution quantity may vary in accordance with the subsequent detailed exploration, Mining Plan approval and site conditions.

Step 1: The Technical Evaluation Committee will examine the price Proposal of shortlisted Technically Qualified Bidders and evaluate the quote as illustrated under:

Price Proposals of Shortlisted Bidders	Price Quoted by Bidder for Phase-I Activity	Evaluated Price for Phase-I Activity	Price Quoted by Bidder for Phase-II Activity	Multiplying factor for Phase II activity	Phase II Activity.	Total Price
Bidders Name	Amount in Cr	Amount in Cr	Base Coal Mining Charge (in Rs/tonne)	in MTPA	Amount in Cr	Amount in Cr
1	2	3	4	5	6.00	7=3+6
A	45.00	25.00	1050.00	3.00	315.00	340.00
B	20.00	20.00	1000.00	3.00	300.00	320.00
C	25.00	25.00	950.00	3.00	285.00	310.00

(Note : The above mentioned illustration is only for understanding of the bidders & figures derived are based on pure assumptions. In case of any inconsistency, the clauses of Tender Document shall prevail)

Step 2: The Bidders will Rank as L1, L2, L3, starting from the lowest offered Total price and increasing in the ascending order as under:

Bidders	Ranking	Evaluated Total Price (in Cr.)
A	L3	340.000
B	L2	320.000
C	L1	310.000

Step 3: All the Shortlisted bidders will be further called for Price Negotiations as per Clause 23.1 for selection of Successful Bidder /MDO.

23.4 Upon declaration of selected Bidder after Price Negotiation, the price breakup for all components of Phase-I and Phase-II activities shall be arrived at the same ratio as quoted in

ADDENDUM

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BIDDERS (ITB) AND COAL MINING AGREEMENT (CMA)
REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR
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their initial price bid such that the total price shall be equal to the lowest quoted Bid Price after the Price Negotiation.

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AGAINST NOTICE OF INVITING BID (NIB), INSTRUCTION TO BIDDERS (ITB) AND COAL MINING
AGREEMENT (CMA)**

**REGARDING SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING,
DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK OF HPGCL**