

**HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)
(A HARYANA GOVERNMENT UNDERTAKING)**



DOMESTIC COMPETITIVE BIDDING

NOTICE INVITING BID (NIB) AND INSTRUCTIONS TO BIDDERS (ITB)

FOR

SELECTION OF MINE DEVELOPER AND OPERATOR (MDO)

**FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF
KALYANPUR-BADALPARA COAL BLOCK (3 MTPA) DUMKA DISTRICT OF JHARKHAND
STATE**

(Volume 1 of 2)

TENDER No.: 41/HPGCL/CE/Fuel-213, Dt: 05.06.2024

Last Date of Online Submission of Bid: 14.06.2024 upto 03.00 PM

**Last Date for Submission of Physical copies of Responsive Check Document:
18.06.2024 upto 11:00 AM**

Date and Time for Bid Opening: 18.06.2024 at 11.00 AM

Telephone No. +91 9355084679

E-Mail: cefuel@hpgcl.org.in

HPGCL REGISTERED OFFICE

URJA BHAWAN, C-7, SECTOR-6, HPGCL, PANCHKULA - 134 109



BIDDERS TO TAKE NOTE OF FOLLOWING WHILE SUBMITTING THEIR BIDS

- Bidders are required to furnish the requisite details in the Formats as specified in the Bidding documents for meeting the stipulated Qualifying Requirements along with all supporting documents like certificates from the statutory auditor of the Bidder, copies of performance/production certificates, Work orders, Contract agreements etc.
- 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 and further the audited Annual Reports shall be submitted along with its Bid as per the stipulated financial criteria as on date of Tender Floating.
- Power of Attorney on a non-judicial stamp paper of value as per applicable state laws duly registered indicating that the person signing the Bid has the authority to sign the Bid and the Bid is binding upon the Bidder during the full period of its validity backed by a copy of board resolution/other relevant documents to demonstrate the authority of the person issuing the Power of Attorney to be furnished offline in separate sealed envelope prior to the scheduled date and time of submission of Bids.
- Power of Attorney to the Authorized Representative of the Bidder for signing of Bid, Joint Operating Agreement/ Consortium Operating Agreement etc., wherever applicable, to be submitted along with Bid and should be dated not later than the date of signing the Bid.
- Bidder to ensure that the EMD, duly registered and/or notarized Consortium Operating Agreement / Joint Operating Agreement / pact are also to be submitted offline in separate sealed envelope prior to the scheduled date and time of submission Bids in original strictly as per specified Formats duly signed in original by Authorized Signatory and stamped on each page.
- Date of purchase of stamp paper of instruments like EMD, Consortium Operating Agreement / Joint Operating Agreement etc. should be on or before the date of execution of such instruments.



SCHEDULE OF TENDER (SOT)

SN	Particulars	Details
1.	Tender No.	41/HPGCL/CE/fuel-213 dated 05.06.2024
2.	Name of the work	Selection of Mine Developer and Operator for Exploration, Planning, Development and Operation of Kalyanpur- Badalpara Coal Block located in Dumka District of Jharkhand State.
3.	Mode of Tender	Domestic Competitive Bidding through e-Tendering system
4.	Validity of Tender	180 days from the date of opening of Bid (Part I) by HPGCL
5.	Nodal officer	Chief Engineer/ Fuel URJA BHAVAN, HPGCL, Panchkula Email ID: cefuel@hpgcl.org.in , xencbd.pkl@hpgcl.org.in Contact: +91 9355084679
6.	Cost of Tender Document / Tender Fee (Non Refundable)	Rs. 1,78,200/- (One Lakhs Seventy Eight thousand Two hundred only) including GST @ 18% Mode of Submission: Electronic payment gateway on http://etenders.hry.nic.in
7.	Availability of Tender Documents	The Tender documents can be downloaded from http://etenders.hry.nic.in , HPGCL may issue Addendum (s)/ Corrigendum (s) to the Tender document, if any, which shall be on website http://etenders.hry.nic.in .
8.	Sale of Tender Documents	Start: 21.02.2024 at 10:00 AM Close: 01.04.2024 at 03:00 PM
9.	Help Desk for E-Tendering	For any Technical queries, help and registration for e-Tendering & for obtaining Digital Signature, please contact help desk number given on 'Home Page' of the E-procurement website at http://etenders.hry.nic.in and click on the available link 'Contact us'
10.	Last Date of Receipt of Queries from Bidder	By _____)- (Only through emails, strictly in the manner prescribed under Annexure 19) Email ID: cefuel@hpgcl.org.in, xencbd.pkl@hpgcl.org.in Contact: +91 9355084679
11.	Pre Bid Meeting and venue	Date: 11.03.2024 at 11:00 AM Address Conference Hall, Urja Bhawan, HPGCL, Plot no. C-7, Sector-6, Panchkula-134109, Haryana. Email id: cefuel@hpgcl.org.in, xencbd.pkl@hpgcl.org.in Contact: +91 9355084679 Pre-Bid Meeting will be conducted through Hybrid Mode (Physical & Video Conference).
12.	Last Date of Submission of Bid (Online)	By 14.06.2024 upto 03.00 PM
13.	Last Date for submission of Physical copies of Responsive Check Documents	18.06.2024 upto 11.00 AM Address : O/o CE/Fuel, HPGCL, C-7, Urja Bhawan, Sector-6 Panchkula, Haryana



14.	Date and time of Opening of Bid (Physical and Online)	18.06.2024 at 11:00 AM
15.	Contract Period	33 years commencing from the date of issuance of LOA.
16.	Opening date and time of Price Proposal	(To be Intimated Later)
17.	Bid Guarantee / Earnest Money Deposit (EMD)	As per Clause 9.3.4
18.	Performance Security	As per Clause 9.3.5

Note: HPGCL may change the bidding schedule at its discretion with appropriate intimation.

Chief Engineer-Fuel
HPGCL, Panchkula



TECHNO-COMMERCIAL (PART-I) OF e-TENDER



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HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)
(A HARYANA GOVERNMENT UNDERTAKING)

OFFICE OF THE CHIEF ENGINEER/FUEL, URJA BHAWAN, C-7, SECTOR-6, HPGCL,
PANCHKULA - 134 109

NOTICE INVITING BID
Domestic Competitive Bidding through e-Tender

1.0 HPGCL Overview

Haryana Power Generation Corporation Ltd (HPGCL), a Govt. of Haryana Undertaking was incorporated as a company on 17th March, 1997 and is having its corporate office at Urja Bhawan, Panchkula, Haryana.

Haryana Power Generation Corporation Ltd. (HPGCL) is a State Power generation utility having three Thermal Power Stations at PTPS, Panipat; DCRTPP, Yamuna Nagar & RGTPP Khedar, Hisar with total installed capacity of 2510 MW. These Thermal Power Stations have Aggregated Annual Coal Quantity Linkages of 106.93 Lac MT from various subsidiaries of Coal India Ltd.

As a part of its expansion plans, HPGCL has also planned to add additional 800 MW unit with Supercritical Technology at Yamuna Nagar Thermal Power Station. The corporation is also seeking to appoint a suitable Mine Developer cum Operator (MDO) for the Kalyanpur Badalpara Coal Block in State of Jharkhand.

The allocation of the Kalyanpur Badalpara Coal Block to HPGCL is a significant development. The coal block has an estimated Geological coal reserve of 102.35 million tonnes (indicated category) and is intended for captive consumption, specifically for power generation purposes. The allocation of this coal block will contribute to HPGCL's ambitious plan of adding generating capacity to meet the power demands of the state.

HPGCL has decided to select and engage a Mine Developer and Operator (MDO) with adequate technical and financial strength and experience in undertaking opencast coal mining operations, to develop and operate the Kalyanpur- Badalpara Coal Block from detailed Exploration to delivery of coal to HPGCL (the "Project") in accordance with the Approved Mining Plan (to be prepared by MDO) and the Coal Mining Agreement (to be executed with MDO) and as per accepted Standard Industry Practices.

- ~~1.1 Pre bid conference will be held on the indicated date and time as mentioned in SOT through Physical/ VC mode. The points for discussion shall be furnished at least three (3) days in advance in hard or editable soft copy as per Annexure 19 to respective E-mail IDs: cefuel@hpgcl.org.in, xencbd.pkl@hpgcl.org.in. Bidders who are interested to participate in the Pre bid Meeting may send their queries/request addressed to the Nodal officer furnishing Company name and address, Name of the authorized person to attend pre bid meeting, contact number and e-Mail ID for participating in the Pre bid meeting.~~



Note:

- i) The detailed scope of the work is given in the (Coal Mining Agreement) Tender Document - Volume-2 of 2.
- ii) The tender document shall be downloaded from E-procurement web site <http://etenders.hry.nic.in> during the tender document sale period. In such case, the cost of tender document shall be paid by secure electronic payment gateway between Bidder and online payment authorization networks. The cost of tender document can be made by Bidder online directly through Debit card/ Internet banking account / any other authorized online mode on the online portal. Bidder shall submit the remittance details with UTR No/Transaction id along with the bid in Cover - I failing which the offer may be rejected. The Bidder is to note that any associated Bank Commission / charges will be to the account of the bidder and the net amount transferred to HPGCL account shall be equal to the cost of the Tender Document.
- iii) Amendments /Errata / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments/Errata/ corrigendum/clarifications will be posted on E-procurement website <http://etenders.hry.nic.in>. Bidders are requested to visit the above web site(s) and note the amendments/Errata/corrigendum/ clarification before submission of Bids. Any ignorance on the part of the Bidders in not seeing the above websites will not be an excuse. HPGCL shall not be responsible if any Bidder omits to notice any amendments/ Errata/ corrigendum/ clarification. Amendments/Errata/ corrigendum/ clarification will be numbered serially.

2.0 Pre - Qualifying Requirements (PQR)

The Bidder shall have to satisfactorily fulfill the following Pre- Qualifying Requirements:

Technical Criteria

- 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 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.

- 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.
- 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.

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.

Notes to OR Clause 2.1:

- a) The start date and end date of the qualifying period shall be specified by the Bidder. The start date and end date of each work claimed for qualifying experience shall fall on or within the dates specified in the qualifying period.
- b) If the Bidder was a consortium member in the claimed work experience, then the eligible executed volume of work shall be arrived at by multiplying the percentage share of the Bidder (as part of such consortium) by the actual volume of the work executed. If the percentage share of the Bidder as a consortium member was less than 26%, such work experience shall not be considered. In this regard, a certificate from the client/owner showing the percentage share of work experience shall be submitted. In case, the percentage of share of the Bidder in the consortium is not specified, the percentage share of each member shall be considered equal for the purpose of the Technical Capacity.
- c) For converting lignite / coal /any other minerals from Tonne to Bank cubic meter (BCM), the specific gravity (Tonnes /Cubic metre) shall be considered as follows:
- Lignite : 1.15
 - Coal : 1.50
 - Any Other Minerals : The bidders shall submit a certificate from the Mine Owner regarding the Specific Gravity.
 - BCM shall be calculated as = (Tonne / Specific Gravity)



Financial Criteria

- 2.4 The **Average Annual turnover** of the Bidder, in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than **INR 1000.00 Crore (Indian Rupees One Thousand Crore only)**.
- 2.5 The **Average Net Worth** of the Bidder, in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than **INR 500.00 Crore (Indian Rupees Five Hundred Crores only)**.
- 2.6 The **Average Annual Cash accrual** of the bidder in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than **INR 100.00 Crores (Indian Rupees One Hundred Crores only)**. Cash accrual shall be calculated as the sum of Profit After Tax (PAT), depreciation and non-cash expenses.
- 2.7 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, 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.

Notes to Financial Criteria (PQR Clauses: 2.4, 2.5, 2.6 & 2.7):

- a) In case the Bidder is not able to furnish its audited financial statements on standalone basis, the un-audited unconsolidated financial statements of the Bidder may be considered provided the Bidder furnishes the following further documents on substantiation of its qualification:
- i) Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Direct Holding Company.
 - ii) A Certificate of the Direct Holding Company, as a proof, stating that the above un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Direct Holding Company.
- b) In cases where audited results for the last preceding financial year as on the date of Tender Floating are not available, certification of financial statements from their statutory auditor shall also be considered acceptable.
- c) In case any "Bidder" does not satisfy the financial criteria, stipulated at clauses 2.4, 2.5, 2.6 and 2.7 above on its own, the Direct Holding / Subsidiary Company would be required to meet the stipulated financial requirements at clauses 2.4, 2.5, 2.6 and 2.7. In such an event, the Bidder would be required to furnish a Letter of Undertaking from the Direct Holding / Subsidiary Company supported by Board Resolution, as proof of pledging unconditional and irrevocable financial support for



the execution of the Contract by the Bidder in case of award. Such Bidder may use the financial strength of its Direct Holding / Subsidiary Company and submit as part of its Techno- Commercial Proposal a legally enforceable registered and/or Notarized Joint Operating Agreement, executed between such company and the Bidder.

- i) Net worth of the Bidder and also its Direct Holding / Subsidiary Company, lending strength to the Bidder for meeting the Financial Criteria should not be less than 100% of their respective Paid-up Share Capital individually as per the latest audited financial statements.
- ii) In case the Bidder's unutilized line of credit for fund based and non-fund based limits specified at clause above is not sufficient, a comfort letter from one of the bankers unequivocally stating that in case the Bidder is awarded the contract, the Bank would enhance line of credit for fund based and non-fund based limits to a level not less than the specified amount to the Bidder shall be acceptable.

3.0 Consortium

- 3.1 A sole Bidder who does not possess the Qualifying Requirements indicated in Technical Criteria above, would be permitted to participate as a Lead Member together with Consortium Member, provided, Lead Member together with their consortium member satisfy the Qualifying Requirements. However, the total number of participants including Lead Member and consortium member shall not exceed Two (2).

The members of the consortium shall execute a legally enforceable registered and/or Notarized "Consortium Operating Agreement" and submit the same as part of the Techno-Commercial Proposal, holding themselves jointly and severally liable to the HPGCL to perform all the contractual obligations. The Consortium Operating Agreement shall be in force for the entire Contract Period.

- 3.2 The experience and Credentials of the Lead Member together with Consortium Member shall be added and considered for meeting the Technical criteria. However, the Lead Member shall possess at least 75% of the "Total Composite Volume" as per clause 2.1.
- 3.3 In case of Consortium, Technical Criteria stipulated at clauses 2.2 & 2.3 shall be met by Lead Member only.
- 3.4 In case of Consortium, Entire Financial Criteria stipulated at clauses 2.4, 2.5, 2.6 & 2.7 shall be met by Lead Member only.
- 3.5 In case of Consortium, other Consortium Member shall meet atleast 75% of Average Net worth requirement as mentioned under clause 2.5 of Financial Criteria as per the latest audited financial statements.

4.0 Joint Venture (JV) Company



If the Bidder is a Joint Venture Company and the Qualifying Requirement (QR) is met by one of the Promoter or jointly by more than one Promoter, then each Promoter on the basis of whom, the Joint Venture Company gets qualified shall have a minimum of 26% equity in the JV Company and such promoter(s) shall give an undertaking to hold the said equity for a period till the mine achieves 85% of the contracted capacity of the Project ("**Contracted Capacity**" means 3.00 million Tons of Coal per annum).

In such a case, the bidder shall submit the Notarized copy of their Joint Venture agreement entered into between the promoters and copy of the certificate of incorporation of the JV Company.

5.0 Other conditions for Bidders

- 5.1 The Bidder shall furnish a registered and/or Notarized 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 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.

5.2 Formation of Special Purpose Vehicle (SPV)

The consortium members shall form a project specific company SPV (i.e. Special Purpose Vehicle) if awarded the contract. The Lead Member shall hold at least 51% of the equity of the consortium throughout the Contract Period.

- 5.3 Change in the members of the Consortium of the MDO shall not be permitted during the Bidding Process. However, such change may be permitted after the mine achieves 85% of the contracted capacity of the Project (**Contracted capacity means 3.00 Million Tonnes per Annum**), with prior written permission from HPGCL provided always that the new consortium satisfies the qualifying requirements on the date of request for such change. Such prior written approval of HPGCL, may be issued at its sole discretion subject to the condition that;

- (i) If the Selected Bidder is a Consortium, the Lead Member shall hold at least 51% of the equity of the SPV during the Contract Period. The Non-Lead Member shall hold at least 26% of the equity of the SPV during the Contract Period. In case of such change, a fresh Consortium Operating Agreement shall be executed amongst the members of the Consortium, which shall be in force till the end of the Contract Period.



- (ii) If the Selected Bidder is a single entity it shall continue to hold during the Contract Period at least 75% of equity in the SPV (Special Purpose Vehicle) even after such change.

The SPV shall not undertake any other business during the Contract Period except for execution of the Project or in connection therewith.

6.0 Documentary Evidence required to be furnished by the bidder:

- 6.1 The Documentary Evidences, in support of satisfying the Qualifying Requirements shall be submitted online.
- 6.2 For the Technical Criteria, in case a Bidder is seeking qualification as a mine contractor/ MDO working under a contract, the Bidder shall submit notarized copy of the contract and a certificate from the Mine owner, certifying the details of the overburden and coal/ lignite /any other minerals production achieved during the Qualifying period (consecutive 365 days) as in PQR and the development and exploration activities undertaken by the Bidder for meeting the Technical Criteria. In addition, Work completion certificate(s) from the Mine owner for whom the excavation work has been executed shall be submitted.
- 6.3 In case, a Bidder is claiming mining experience where it is operating/operated as part of a consortium or a joint venture, the bidder shall also submit a copy of the consortium agreement or joint venture agreement (as the case may be), which clearly spells out the extent of its ownership in such consortium or joint venture, as the case may be.
- 6.4 For the Financial Criteria, the Bidder/each member of the consortium / joint venture company/ Direct Holding/ Subsidiary Company on whose strength the Bidder is meeting the Financial criteria, shall submit Audited Annual Reports, containing Profit and Loss Statement and Balance Sheets for immediately preceding three financial years. In case the audited result of the last financial year is not available, the unaudited financial statements should be certified by its Statutory Auditor.
- 6.5 Bidder, who meets the financial criteria of Pre-Qualifying Requirements on the strength/ experience of its Direct Holding /Subsidiary Company, shall be required to furnish a legally enforceable registered and/or Notarized Joint Operating Agreement in original as per prescribed format. Further the Bidder is required to furnish Letter of Undertaking from the Direct Holding / Subsidiary Company, supported by Board Resolution, as proof of pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.
- 6.6 The following documents in Physical forms shall be furnished in sealed cover:
- (i) Documentary evidence towards remittance of cost of Tender Documents.
 - (ii) Proof of submission of Bid Guarantee amount / EMD.
 - (iii) Registered and/or Notarized Power of Attorney as per Annexure-4 or 5, as applicable.
 - (iv) A copy of Joint Venture Agreement/Consortium Agreement, as applicable.



- (v) Registered and/or Notarized Consortium Operating Agreement as per Annexure-8, as applicable.
- (vi) Registered and/or Notarized Joint Operating Agreement as per Annexure-9 and Letter of undertaking, as applicable.
- (vii) Registered and/or Notarized Affidavit as per Annexure-10.

7.0 Deleted

8.0 Conflict of Interest:

8.1 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Bidder(s) found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. the Bidder, its Direct Holding / Subsidiary Company and any other Bidder, have common promoters.
- b. a constituent of such Bidder is also a constituent of another Bidder, or such Bidder, or any Direct Holding / Subsidiary Company has participated as a consultant to HPGCL in the preparation of any documents, design or technical specifications of the Project.
- c. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of HPGCL in relation to this Project presently working at the time of opening of bid is engaged by the Bidder, Direct Holding / Subsidiary Company, as the case may be, in any manner for matters related to or incidental to the Project,
- d. Bidder must not have any conflict of interest with HPGCL and the bidder must disclose in its bid the list of works being executed with HPGCL at present. Accordingly, HPGCL shall reserve the right to reduce the existing or proposed scope of work of the bidder.

Explanation: In case a Bidder is a consortium, then the term Bidder as used in Clause 8.1 shall include each member of the consortium.

9.0 Scope of Work:

The Scope of the Project (the "Scope of the Project") shall mean and include, during the Contract Period:

“The MDO shall Finance (unless stated otherwise in this Tender Document / Agreement), Explore , Plan, Develop, Operate, Manage and Maintain the Mines including pre-project activities (Phase-I Activities), assisting in Land Acquisition activities, assisting in Rehabilitation & Resettlement (R&R) activities, construction & diversion of public roads, diversion of Nalas / Power Lines /Water Pipelines (if any) , Project Facilities, mine development & operation (, the fixed infra-structure facilities and Progressive & Final Mine Closure activities. The MDO shall operate and maintain the HPGCL infrastructures of



Railway siding, Coal Handling Plant (CHP) and Main Receiving Substation also (MRS) etc Phase-II Activities).”

A- Phase- I Activities:

- i. Obtaining/ procure the issuance of notification under Sec 4(1) of Coal Bearing Areas (Acquisition & Development) Act, 1957, for exploration, in relation to the Site and/or Applicable permits for Prospecting / Composite license under applicable Laws.
- ii. Carrying out Civil Survey and Differential Global Positioning System (DGPS) Survey for demarcating
 - a) block boundary, erecting boundary pillars and Site & topographic Survey including contouring;
 - b) all types of Forest land / Non forest land in the coal block area, verification as per statute and preparation of land schedules and forest maps for clearance and pillaring as per requirement of Forest department/ HPGCL;
 - c) Identification and demarcation of compensatory afforestation (CA) land and pillaring as per statute.
- iii. Carrying out Detailed Exploration Operation & Drilling of **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.
- iv. Carrying out Geo-technical investigation, Slope Stability Study, Hydro geological Investigation study and pumping test for obtaining aquifer parameters & make of water of the Mine and Preparation of reports thereof.
- v. Preparation of Mining Plan & Mine closure plan (including revision thereof, periodical submission) as per the guidelines of MoC and obtaining Approval.
- 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.
- vii. Any other work for Phase-I Activities (as required by HPGCL).

Note-I:

- a. The Charges towards Phase-I Activities shall remain firm and shall not be revised to reflect the variation in Price Index. The payment will be made in stages on completion of each respective milestones for the activity. The details of apportioning and payment in Phases are detailed with milestone for each activity in Clause no 36.1 of CMA.



- b. After completion of Phase-I Activities, subject to Approval of feasibility of the coal block by HPGCL, commitment for Phase-II Activities shall be made by HPGCL. In case, the Kalyanpur - Badalpara coal block is not feasible, HPGCL reserves the right to foreclose/ terminate the Agreement without forfeiture of the Performance Security and additional Performance Guarantee, if any, deposited with HPGCL. The payment shall be made to the extent of work done in Phase-I as per Clause. 36.1 after deducting the payment made for the milestones of each activity of Phase-I and the MDO & its Contractor shall not claim any further compensation.
- c. Similarly, after completion of Phase-I Activities, subject to Approval of feasibility of the coal block by HPGCL if it is assessed by the Mine Developer and Operator that the Project is not viable for the Mine Developer and Operator with the Mining Charge to be received, the Mine Developer and Operator may foreclose/ terminate the Agreement without forfeiture of the Performance Security and additional Performance Guarantee, if any, deposited by MDO with HPGCL. The payment shall be made to the extent of work done in Phase-I as per Clause 36.1 after deducting the payment made for the milestones of each activity of Phase-I and the MDO shall not claim any further compensation.
- d. In either case, the reports submitted to HPGCL by the Mine Developer and Operator for the Phase-I Activities and any other additional reports prepared as required by the Statutory Authorities shall be the property of HPGCL.
- e. The provision to foreclose/ terminate the Agreement for either Party shall be valid only for the duration of 60 (sixty) days from the date of submission of approved Mining Plan or Detailed Project Report, whichever is later. If neither Party exercises its right to foreclose/ terminate the Agreement within the stipulated time period of 60 (sixty) days, this Agreement shall continue to be in full force and effect.

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.”

Chief Engineer-Fuel
HPGCL, Panchkula



B-Phase- II Activities:

- viii. The Scope of work given below includes all incidental works and expenses required for;
- a. Obtaining Mining lease and surface rights for excavation of coal in favour of HPGCL.
 - b. Carrying out Socio-Economic Impact Assessment (SIA) study, Land use pattern study & EIA/EMP study, preparation of Reports thereof, conducting Public hearing(s), appraising EAC and carrying out all incidental works for obtaining Environment clearance (EC).
 - c. Pre-Developmental Clearances such as Forestry Stage-I and Stage-II Clearances (FC) (including identification and Acquisition of Land/degraded forest land for compensatory afforestation), Environmental Clearance, Notifications under CBA (A&D) Act 1957, NOC from Central Ground Water Authority, NOC for using ground water and surface water including mines seepage water, Tree felling permission, permission from PESO for HSD storage, permission from PESO/any other Govt. Authority/organization for storage and use of explosives, Approval from Ministry of Tribal Affairs, hazardous waste authorization(HWA) and other Approvals from State Pollution Control Board (SPCB), Airport Authority of India Clearance and any other clearances/Approvals/permissions etc., complete required for commissioning of mines shall be obtained by MDO at its own cost and expenditure. HPGCL as the Principal Owner of the mine shall bear the Documented Cost of Acquisition of Land only and shall extend all the necessary support to MDO in fulfilling the statutory requirements by MDO on best endeavor basis. The detailed Scope of work shall be as described in schedule- T of CMA.
 - d. MDO shall prepare a time-bound Action Plan for commencement of Coal production and attainment of the peak rated capacity in the shortest possible time. It shall promptly obtain all required Approvals/ Applicable Permits from various Central and State Government Authorities, including but not limited to Ministry of Coal, Ministry of Environment, Forest & Climate Change, Directorate General of Mines Safety, Coal Controller Organization (CCO), Regional Controller of Explosives, PESO, Central Ground Water Authority, State Pollution Control Board, District Administration, Railway Authorities, Electrical Authorities and such other agencies whose Approvals are mandatory for Mine development and operation; HPGCL will only submit the required applications and the responsibility to get all clearances and payment of license fees/application fee etc. shall be borne by MDO.
 - e. Assisting in obtaining exemption under Contract Labour (Regulation & Abolition) Act, 1970 for HPGCL. The MDO shall obtain License under the Contract Labour (Regulation & Abolition) Act, 1970 and exemption if any required;
 - f. Obtaining license for storage and use of Diesel from Ministry of Petroleum and Natural Gas/ Petroleum and Explosives Safety Organization (PESO) ;
 - g. Development of the mines (prior to coal production start date, box cut and creation of mine entry) including tree cutting, clearing of bushes, forward area preparation and other preparatory works incidental for commencing excavation;
 - h. Mobilization of men, machinery, creation of other infrastructure required for



- commencement of mining;
- i. Successful operation of mine, Delivery of coal and other minerals including progressive and Final Mine Closure activities.
 - ix. Obtain, comply with, ensure with all Applicable Permits, Approvals, statutory obligations, conditions imposed thereof and Applicable Laws, Mines Act 1952, Coal Mines Regulations, Contract Labour (Regulation & Abolition) Act 1970, HPC wages as per Ministry of Coal /CIL, Coal Mines Provident Fund Act 1948, Ministry of Coal, Ministry of Environment, Forest & Climate Change, Directorate General of Mines Safety, Coal Controller Organization, Regional Controller of Explosives, PESO, Central Ground Water Authority, State Pollution Control Board, District Administration, Railway Authorities, Electrical Authorities and such other agencies etc., required for development, Operation and Maintenance of Mines.
 - x. Obtain Consent to Establish (CTE), Consent to Operate (CTO), Permission for opening of Mine from DGMS, Coal Controller Organization (CCO) and any other permissions/clearances required from various statutory Authorities for smooth and efficient operation of mine at MDO's own cost.
 - xi. The MDO shall undertake, Facilitate, assist HPGCL and co-ordinate on behalf of HPGCL with other statutory Authorities, in various activities of Land Acquisition, Obtaining physical possession of land (within and outside the mine lease boundary) required for the entire coal mine area, external OB dump, Ex-Mine Railway Siding, CHP & Silo, approach road, coal transportation road, R&R Colony, diversion and construction of roads, HPGCL's Residential Complex & Colony/ Office, Compensatory afforestation and land required for any other infrastructures as directed by HPGCL. The Documented cost of above land acquired [all type of land like Government land, Forest land (including Net Present Value & Compensatory Afforestation of such land) , Tenancy land, land occupied by squatters or encroachers, land for R&R Colony etc.] shall be borne by HPGCL. The title of the land shall vest with HPGCL. The detailed Scope of work for Land Acquisition shall be as described in Schedule -T of CMA.
 - xii. MDO shall prepare R&R Plan in consultation with HPGCL. The MDO shall obtain Approval of the R&R Plan from concerned Govt. Authorities on behalf of HPGCL. The MDO shall be responsible for Rehabilitation and Resettlement (R&R) of the PAFs/ PAPs as per the approved R & R Plan. Cost of compensation as per the approved R&R Plan (except employment of PAFs) shall be paid directly by HPGCL to the PAFs/PAPs. MDO, on behalf of HPGCL, shall construct the R&R colony for PAFs/PAPs, the cost of which shall be reimbursed in stages to the MDO by HPGCL upon certification by Independent Engineer. The detailed Scope of work shall be as per Schedule-T of CMA.
 - xiii. 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.
 - xiv. The MDO shall design, develop and maintain the mine including infrastructure on the Site specified in Schedule-A of the CMA, in accordance with the provisions and conforming to the Specifications and Standards and as per the approved Mining Plan and guidelines issued by Mine In-charge.
 - xv. HPGCL as Principal Owner of the mine will extend all necessary support to MDO in



- obtaining these Applicable Permits/ clearances/ Approvals on best endeavor basis.
- 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 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 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.
 - xvii. Drilling for blasting in OB, carrying out blasting, Excavation of OB and transportation to OB dumping locations as per the Mining Plan and instructions of the Mine In charge. The deployment of mining Equipment, ancillary & support Equipment in the mines shall be as per approved Mining Plan. If the approved Mining Plan warrants, MDO shall adopt In-Pit Crushing & Conveying System to convey the OB from Mine pit to the designated dump yards(s).
 - xviii. The MDO shall at all times own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal. The Mining Equipment and HEMM deployed shall conform with the provisions/ Specifications of the approved Mining Plan(s).
 - xix. 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.
 - xx. Explosives are to be procured/ arranged by the MDO, at its own cost, for blasting in mines. The storage facility/ magazine (if required) shall be constructed by the MDO at designated place. HPGCL (as the principal Owner) will assist the MDO for obtaining the necessary licenses/ Approvals required for construction of magazine, procuring the explosives and accessories. The detailed operation of procurement of explosive and blasting shall be as described in Schedule-T of the CMA.
 - xxi. The MDO shall design, procure, construct, commission, operate & maintain all related infrastructure facilities as per the Mining Plan, like coal transportation roads, approach road, Haul Road, culverts, bridges, plant & Equipment, workshop, industrial & drinking water supply facilities including water treatment plant, effluent treatment plant, reverse osmosis plant, diesel dispensing units, lubricant pumping arrangement etc. Provided that only Documented Cost of Construction/ Widening and strengthening of coal transportation road for surface transportation of coal through roads from Coal Stockyard(s) upto permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding will be reimbursed to MDO by HPGCL after due certification by Independent Engineer.
 - xxii. HPGCL will make necessary arrangement for drawing power from DISCOM/ nearest available State Electricity Board (SEB)/ Concerned Authority up to the Coal Mine i.e.



Main Receiving Substation (MRS) to enable the MDO to draw power on chargeable basis to meet the electrical power requirement of the services & facilities under MDO's Scope. MDO shall develop, construct and constantly maintain the power distribution arrangement (including reticulation) from Main Receiving Substation of HPGCL for entire mine inter alia including infrastructure facilities and mining operation at its own cost. The MDO shall pay for the power consumed at rates and on terms no less favorable to the MDO than those generally available to commercial customers receiving substantially equivalent services. The MDO shall operate and maintain the HPGCL infrastructure of Main Receiving Substation (MRSS) upon commissioning of the MRS by HPGCL.

- xxiii. 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.
- xxiv. Pumping and drainage of Mine water (ground water & storm water), design and construction of embankment/ flood protection bund around water bodies/ diverted water bodies/ nalas/ streams as per Hydro-geological investigation report, Nala diversion study and Mining plan(s). MDO shall obtain Approvals from the respective Govt. Authorities for carrying out the above works as well as for consuming water in the Mine at his own cost.
- 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.
- 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 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 HPGCL 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.
- xxvii. The MDO, at its own cost, procure diesel, petrol, lubricants for the mining. Further the MDO shall set up and maintain petrol/ diesel oil, lubricant storage facility with Approval from PESO/ Statutory Authorities. The MDO shall maintain sufficient stock of the above items for uninterrupted operation of mining.
- xxviii. The MDO shall be responsible for the security of the Mine premises and take all measures for prevention of theft of any material including Coal, explosives, diesel, petrol etc. from the Mine and in transit up to the Delivery Point.
- 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 Approval of the HPGCL so as to fulfill 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.

Provided 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. The Cost of preparation of DPR for Railway Siding shall be borne by MDO.

xxx. Haulage and Loading: The MDO shall load, convey the coal through conveyor system from Coal Depot to loading Silo and loading into the Wagons at the designated Railway Siding near Kalyanpur-Badalpara Mine Site by utilizing the CHP, Silo and related facilities. If the approved Mining Plan warrants, MDO shall adopt In-Pit Crushing and Conveying System to convey the coal from Mine pit to the Coal Depot.

xxxi. 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-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.

xxxii. The Operation & Maintenance (O&M), power cost, all spares and consumables as well as capital replacement for all infrastructures of MDO including, In-Pit Crushing and Conveying System, CHP, Railway Siding(s), MRSS and including arrangement for receiving coal at the Coal Depot(s)/ stockyard(s) shall be carried out by MDO as per the provisions of CMA.

xxxiii. The MDO shall bear the O&M cost of the permanent Railway Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding / nearest Railway Siding identified by HPGCL, as per the requirements of Indian Railways.

xxxiv. The MDO shall be responsible for receiving coal at coal stockyard, conveying, loading in to the Silo, loading in to the wagons as per the provisions of Coal Mining Agreement. Loading of coal into Railway Wagon from the Wharf Wall loading platform shall be through acceptable mechanical means whenever warranted at permanent Railway



- Siding near the block/ Temporary Railway Siding / Harinsingh Railway Siding/ the nearest Railway Siding identified by the HPGCL.
- xxxv. MDO shall undertake the diversion of all public roads within the block boundary at its own cost. HPGCL will extend necessary support for the same.
 - xxxvi. The MDO shall undertake the shifting of power lines/cables, water pipes and telephone lines/cables and any other utilities which causes obstruction for mine operation. The cost of such diversion/shifting shall be borne by MDO.
 - xxxvii. The MDO shall perform all activities related to Progressive (Concurrent) Mine Closure (PMC), Final Mine Closure (FMC), physical and biological reclamation including re-handling of OB (if any) as per the approved Mining plan, Mine Closure Plan and EC or directives of Mine In-charge / HPGCL.
 - xxxviii. Operation and maintenance of mine in accordance with the provisions of CMA. MDO shall ensure regular supply of scheduled quantity as per Annual Production Programme and specified quality and size of coal as per Approved Mining Plan at the Delivery Point.
 - xxxix. The MDO shall carry out any other scientific studies required for the project by the Statutory Authorities. Compliance of all the conditions imposed in EC, FC, CTE, CTO and similar statutory Approvals/ permissions/ grants shall be under the Scope of MDO. Any statutory fees, remittance, levies in obtaining those statutory Approvals/ permissions/ grants shall be borne by the MDO.
 - xl. Performance and fulfillment of all other obligations of the Mine Developer and Operator in accordance with the provisions of CMA and matters incidental thereto or necessary for the performance of any or all of the obligations of the Mine Developer and Operator under CMA.
 - xli. MDO shall maintain all records as required under terms & conditions of Allotment Order and Allotment Agreement / CBDPA executed by & between MoC and HPGCL and timely provide such records for inspection by the HPGCL, the state Govt. and Central Govt.
 - xlii. Any and all other works and activities which are not specifically stated herein above but can be reasonably inferred from above necessary for exploration, planning, development, O & M, production, dispatch of coal etc.

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 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”).

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.

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.



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:

Lead Slab, km	Lead Mean (Km)	Coal Transportation Charge, (surface to surface-S2S) Rs./tonne
11-12 km	11.5	115.34
12-13 km	12.5	123.25
13-14 km	13.5	131.14
14-15 km	14.5	138.93

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**).

No Loading Charges shall be extra for coal loaded at Railway siding(s) after commissioning of the same inside the mining lease area.

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.

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.

- 9.1 The Quoted prices for Phase-I Activities & Base Mining charge (Phase-II), and Surface Transportation Charges & Loading charges as per prevailing CCL rates for loading of coal by payloader into railway wagons shall be paid appropriately for the entire Scope of work as specified in this Document and CMA. No charges shall be payable separately by HPGCL for the Scope of the works of this document and CMA unless expressly provided.
- 9.2 The detailed Scope of work is furnished in Articles and Schedules (Volume 2 of the Tender Document/ CMA).
- 9.3 The Scope of works elaborated under the Articles and Schedules are not conclusive Scope of activities expected to be performed by MDO. Any other incidental works which are necessary for exploration, planning, development, O&M, production, dispatch of coal etc., shall be carried out at MDO's own cost unless otherwise specifically



mentioned under the Scope of HPGCL. Any other activity which is necessary for discharging obligations of MDO at its own cost under this document & CMA to fulfill statutory requirements are deemed to be included in the Scope of MDO for reliable and efficient Mine Development and Operation unless specifically excluded in this Agreement.

10.0 CONTRACT PERIOD & TIME SCHEDULE:

- 10.1 “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*;
Provided that, not later than 1 year before the expiry of the Contract Period, the Parties may, with mutual agreement, extend the Contract Period for such further period and on such terms and conditions as the Parties may mutually agree (the “Extended Contract Period”).
- 10.2 The detailed Time Schedule is indicated in Schedule-G of the Coal Mining Agreement of Tender document.

11.0 SPECIAL NOTE AND INFORMATION REGARDING TENDER

- 11.1 No deviation to the technical and commercial terms & conditions are allowed. All the clauses in the Tender Document are vital and no deviations are permitted in these clauses.
- 11.2 Any offer received after the expiry of the time specified for receiving the offers shall be liable for rejection.
- 11.3 HPGCL reserves the right to reject any bid or all bids received at its discretion without assigning any reason what so ever.
- 11.4 Consortium Member/JV Partner of a bidder for this tender cannot be a bidder or a member in any other Consortium/ JV Partner for this tender.
- 11.5 HPGCL shall not be responsible for any delay, loss or non-receipt of any document/ letter which is sent through post/courier/e-mail either way.
- 11.6 The bidders shall send the Physical forms in sealed cover [Documentary evidence for remittance of cost of Tender Documents, Proof of submission of Bid Guarantee amount/ EMD, Registered and/or Notarized Power of Attorney as per Annexure-4 or 5, as applicable, copy of Joint Venture Agreement/Consortium Agreement, as applicable. Registered Consortium Operating Agreement as per Annexure-8, if applicable, Registered and/or Notarized Joint Operating Agreement, if applicable as per Annexure-9 and Letter of undertaking, if applicable and Registered and/or Notarized Affidavit as per Annexure-10] under Part-1 by registered post, Speed post, courier or submitting in person. All the Physical forms as above in sealed cover shall be submitted on or before the Date & Time indicated in the Schedule of Tender. Bids submitted by Fax/Email will not be accepted. The HPGCL shall not entertain any request by the Bidder to collect the bid proposals from airlines or cargo agents, etc.
- 11.7 Tender Document consists of Volume-1 (Notice Inviting Bid and Instruction to Bidders) and Volume-2 (Coal Mining Agreement).
- 11.8 Terms & Conditions not specified in the tender documents, shall be governed by “HPGCL Works and Purchase Regulation 2015” which are available on the HPGCL



website i.e. www.hpgcl.org.in and also as per the “Haryana Electricity Regulatory Commission (HERC)” norms.

Chief Engineer-Fuel
HPGCL, Panchkula



INSTRUCTIONS TO BIDDERS

1.0 Disclaimer

- 1.1 This Document is not an Agreement or an offer by HPGCL to the Bidders or any third Party. The purpose of this Document is to provide interested Bidders with information to facilitate the formulation of their Proposal.
- 1.2 This Document does not purport to contain all the information each Bidder may require. This Document may not be appropriate for all persons, and it is not possible for HPGCL to consider the particular needs of each Bidder who reads or uses this Document.
- 1.3 The concerned Bidders should conduct their own investigations, analysis and due diligence and should verify the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources.
- 1.4 Neither HPGCL nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Document.
- 1.5 Neither HPGCL nor its employees or consultants shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Document, or any matter deemed to form part of this Document, the award of the work, or the information and any other information supplied by or on behalf of HPGCL or its employees, any consultants or otherwise arising in any way from the selection process for the Project.
- 1.6 The Bidder should confirm that the Document downloaded by them is complete in all respects ensuring that the Document or any part thereof is not mutilated or missing, in such case the Bidder must notify HPGCL immediately. All correspondences with regards to this tender enquiry shall be made through e-portal and to Nodal Officer at address and e-mail mentioned below. However, tender shall be submitted in the e-portal only.
Chief Engineer/ Fuel
URJA BHAVAN, HPGCL, Panchkula
Email ID: cefuel@hpgcl.org.in, xencbd.pkl@hpgcl.org.in
Contact: +91 9355084679
- 1.7 Further if no intimation within the last date for submission of pre-bid queries is received, it shall be considered that the Tender Document downloaded by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Document.
- 1.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain a complete set of the Document.
- 1.9 The Bid Document comprises of general guidelines and conditions for Bidding but not



an offer by HPGCL to Bidders or any third Party. The purpose of the Bid Document is to provide interested Bidders with information to facilitate the formulation of their Proposal to undertake this Project and to convey the terms on which the work shall be assigned by HPGCL.

- 1.10** This Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued or its Direct Subsidiary and/or Direct Holding Company or members of the Bidding Consortium. This Document must not be copied or distributed by the recipient to third Parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Document). In the event that after the issue of the Document the recipient does not continue with its involvement in the Bidding process for any reason whatsoever, this Document and the information contained herein must be kept confidential by such Bidder, direct Subsidiary and/or direct Holding Company, members of the Bidding Consortium and professional advisors / consultants at all times.
- 1.11** HPGCL reserves the right to change, modify, add or alter the Document at any time during the Bidding process. All Bidders to whom this Document has been issued shall be intimated of any such change on e-portal. The Bidders or direct Subsidiary and/or direct Holding Company or Members of the Bidding Consortium or consultants or any third Party shall not object to such changes/modifications/additions/alterations explicitly or implicitly. Any such objection by the Bidder or its direct Subsidiary and/or direct Holding Company or members of the Bidding Consortium shall make the Bidder's proposal liable for rejection by HPGCL. Further, objection by any third Party shall be construed as infringement on confidentiality & privileged rights of HPGCL with respect to this Document.
- 1.12** HPGCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Proposals at any stage of the Bidding Process without assigning any reason. Further HPGCL reserves the right to annul the Bidding process and / or to reject any or all Proposals at any stage prior to the signing of the Coal Mining Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for HPGCL's action. Decision of HPGCL shall be final and binding in this regard.
- 1.13** The Bidder or its Direct Subsidiary or Direct Holding Company or members of the Bidding Consortium shall not make any public announcements with respect to this Bidding process or this Document. Any public announcements with respect to this Bidding process or this Document shall be made exclusively by HPGCL. Any breach by the Bidder of this Clause shall be deemed to be non-compliance with the terms and conditions of this Document and shall render the Proposal liable for rejection. HPGCL's decision in this regard shall be final and binding on the Bidder.
- 1.14** It is clarified that the provisions of Clauses 1.10, 1.11 and 1.13 above shall not apply to information relating to this Document already available in the public domain prior to the issue of this Document.
- 1.15** The Bidder shall bear all costs associated with the preparation and submission of all the Proposals and communications (against Tender Document). HPGCL and their consultants shall not, under any circumstances, be responsible or liable for any such costs.



- 1.16** By responding to the Tender Document, the Bidder shall be deemed to have confirmed that Bidder is fully satisfied and understood the terms and conditions of the Bid Document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 1.17** Notwithstanding anything contained elsewhere in this document, HPGCL shall form Bid evaluation / Tender committee(s)/designate HPGCL's competent authorities for the purpose of detailed scrutiny, interpretation and evaluation of the submissions made by the Bidders read along with the Bid Document. HPGCL reserves the right to scrutinize, interpret and evaluate the submissions made by the Bidders. HPGCL may accept or reject the Bids at its sole discretion based on its interpretation of the terms and conditions of Tender Document. The decision of HPGCL in this regard shall be final and binding on the Bidders, consultant and other parties involved in the transaction.
- 1.18** By receiving this Tender Document, it shall be deemed that the prospective Bidders so receiving the Tender Document have read, understood and accepted the disclaimers and other terms and conditions.

Chief Engineer-Fuel
HPGCL, Panchkula



List of Abbreviations

BCM/bcm	Bank Cubic Meters
BH	Bore Hole
CBPDA	Coal Block Production and Development Agreement
CCL	Central Coalfields Limited
CHP	Coal Handling Plant
COA	Consortium Operating Agreement
COD	Commercial Operation Date
CTE	Consent to Establish
CTO	Consent to Operate
CPI(IW)	Consumer Price Index (Industrial Workers)
CSR	Corporate Social Responsibility
Cum/ cum	Cubic Meters
DMF	District Mineral Fund
DFO	District Forest Officer
DGMS	Directorate General of Mine Safety
DGPS	Differential Global Positioning System
EAC	Environmental Appraisal Committee
EC	Environment Clearance
ED	Excise Duty
EIA	Environment Impact Assessment
EMD	Earnest Money Deposit
EMP	Environment Management Plan
ESI	Employee's State Insurance
ETP	Effluent Treatment Plant
FC	Forest Clearance
FY	Financial Year
GCV	Gross Calorific Value
HEMM	Heavy Earth Moving Machinery
HPGCL	Haryana Power Generation Corporation Ltd.
INR	Indian Rupee / legal tender currency of India
MDO	Mine Developer and Operator
MIS	Management Information Systems
MoEF & CC	Ministry of Environment Forest and Climate Change, Government of India
MT	Million Tonne
MTPA	Million Metric Ton Per Annum
NIB	Notice Inviting Bid
OB	Over Burden
OEM	Original Equipment Manufacturer
PCB	Pollution Control Board
PESO	Petroleum and Explosives Safety Organisation
RBI	Reserve Bank of India
R&R	Rehabilitation and Resettlement
RR	Railway Receipt
RQP	Recognized Qualified Person
SPV	Special Purpose Vehicle



TD	Tender Document
UTM	Universal Transverse Mercator
WACC	Weighted Average Cost of Capital.
WPI	Wholesale Price Index



2.0 Definition and Rules of Construction

2.1 Definitions

Unless defined otherwise, the following terms wherever used in this Tender Document / RFB shall have the following meanings:

- 2.1.1 "**Applicable Law**" shall mean all laws, brought into force and effect by Government of India or the Government of any State, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record or government authority, applicable to this Tender and the exercise, performance and discharge of the respective rights and obligations of the Bidder / HPGCL as may be in force.
- 2.1.2 "**Annual Production Programme**" shall have the meaning given to it in Clause 29.2 of the Coal Mining Agreement.
- 2.1.3 "**Authority**" means any government department, local government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, any other statutory authority of Government of India or the Government of Jharkhand or Government of Haryana, authority exercising any sovereign function, and includes any municipal or local authority or any competent person appointed / nominated by HPGCL acting on this behalf.
- 2.1.4 "**Authorized Signatory**" or "**Authorized Representative and Signatory**" shall refer to the designated person of the Bidder authorized to represent the Bidder in all matters pertaining to its Proposal. This designated person should hold the "Power of Attorney" duly authorizing him/her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the Bidding Process; to conduct correspondence for and on behalf of the Bidder and any other documents required to give effect to the outcome of the Bidding Process.
- 2.1.5 "**Bid/ Proposal**" shall mean the documents submitted by a bidder pursuant to this tender document including the Techno-Commercial Proposal alongwith any additional information/ clarifications required/sought by HPGCL and the Price Schedule. The Bid shall be strictly in the formats wherever provided by HPGCL.
- 2.1.6 "**Bid Security/ Bid Guarantee/ EMD**" shall mean the Security Amount / Bank Guarantee of the amount specified in the NIB and in the format given in Annexure-2A hereof, and submitted by Bidders in accordance with Clause 9.2.5.
- 2.1.7 "**Bid Submission Date**" shall mean the last date and time for submission of bids, as mentioned in NIB.
- 2.1.8 "**Bid Validity Period**" shall mean a period of 180 days from the date of opening of Bid
- 2.1.9 "**Bidder/Bidding Company**" shall mean the entity which has submitted a Bid



- against this Tender, which refers to Sole Bidder / Single Corporate Entity, or a Bidding Group of two corporate entities or a Consortium of up to two Corporate Entities or Joint Venture Company incorporated under the applicable Laws, who undertake to form a Project Company (SPV) incorporated under the applicable Indian Laws prior to the execution of the Coal Mining Agreement that has submitted a Proposal in response to the RFB /Bid Document.
- 2.1.10 **"Bid/Bidding Process"** shall mean the process governing the submission, evaluation of the bids, Price Negotiations etc. till selection of the successful Bidder, as set out in this tender document.
- 2.1.11 **"Bid Guarantee / Earnest Money Deposit (EMD)"** shall mean the Bank Guarantee of the amount specified in the Data Sheet and in the format given in Annexure 2A & 2B hereof, that has to be submitted by bidders in accordance with clause 9.3.4
- 2.1.12 **"Business Day"** means a day other than the Sundays / Saturdays / Public holidays as declared by the HPGCL.
- 2.1.13 **"Bid Validity Period" or "Validity of Tender"** shall mean a period of 180 days from the date of opening of bid (Part-I) by HPGCL or such extended period as may be requested by HPGCL to all bidders.
- 2.1.14 **"Company" or "Corporate Entity"** means a company as defined in the Companies Act of India.
- 2.1.15 **"Coal Mining Agreement"** means the agreement to be entered into between HPGCL and the Special Purpose Vehicle/ Project Company incorporated under the Companies Act, 2013 by the Selected Bidder / members of the Consortium, as the case may be, selected through the bidding process, for execution of the Project; the Coal Mining Agreement is attached hereof.
- 2.1.16 **"Commencement Date" or "Effective Date of Contract"** means the date of issue of the letter of Award (LOA) by HPGCL to the selected Bidder.
- 2.1.17 **"Conditions Precedent"** shall have the meaning given to it in Article 4 of the Coal Mining Agreement.
- 2.1.18 **"Consortium Operating Agreement" or "COA"** shall have the meaning given in Clause 9.3.11 of this document.
- 2.1.19 **"Contracted Capacity"** shall have the meaning set forth in Clause 29.2.1 of Volume-2 of Tender Document / Coal Mining Agreement.
- 2.1.20 **"Contract Period"** shall have the meaning given to it in Clause 32.0 of this document.



- 2.1.21 **“Corrigendum”(a) /Amendment(s)** shall have the meaning given to it in Clause 15.0 of this document.
- 2.1.22 **“CMR”** means the Coal Mines Regulation 2017 and its amendments.
- 2.1.23 **“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.
- 2.1.24 **“Financial Criteria”** shall have the meaning given to it in Clause 2.4, 2.5, 2.6 & 2.7 of Qualifying Requirement.
- 2.1.25 **Financial Proposal** means the Financial Proposal (Part-II Price Bid) submitted by the Bidder through online, in accordance with the terms and conditions of this tender document.
- 2.1.26 **“Financial Year”** means the 12 month period corresponding to the audited annual accounts.
- 2.1.27 **“Government”** means the Government of India or Government of Jharkhand as the context requires, or an authorized representative, agency, department of the Government of India or the Government of Jharkhand, as the context requires.
- 2.1.28 **“Holding Company”** shall have the meaning given to it under the Companies Act.
- 2.1.29 **“Price Bid”** shall mean the price offer required to be submitted by a bidder as part of the Financial Proposal in part - II.
- 2.1.30 **“Joint Operating Agreement”** shall have the meaning given to it in Clause 9.3.10 of this document.
- 2.1.31 **“Letter of Award” or “LOA”** means the written official intimation by HPGCL notifying the Selected Bidder that its bid has been accepted as per the terms and conditions mentioned therein.
- 2.1.32 **“Lead Member”** shall have the meaning given to it in Clause 3.0 of Qualifying Requirement.
- 2.1.33 **“Mine”** shall refer to the Kalyanpur-Badalpara coal block allocated to HPGCL by the Ministry of Coal, Government of India, vide Allotment letter no. 13016/26/2004-CA-I/ CA-III(Pt,)(Vol.II) dated 31.03.2015.
- 2.1.34 **“Mine Developer and Operator” or Mine Operator” or “MDO”** shall have the meaning given to it in the preamble to Coal Mining Agreement.



- 2.1.35 **“Mining Plan(s)”** shall mean the Mining Plans including Mine closure plan approved under and in accordance with the provisions of the Mineral Concession Rules, 1960 or any substitute thereof for Coal and “Mining Plan” shall be construed accordingly;
- 2.1.36 **“Mining Lease”** shall mean the lease granted, or deemed to have been granted, by the Government of Jharkhand to HPGCL under Applicable Laws for the purpose of developing/undertaking coal mining and related activities.
- 2.1.37 **“Mine in-Charge” / “Competent Authority”** shall mean “an Officer appointed by HPGCL”.
- 2.1.38 **“Notice Inviting Tenders (NIT)/ Notice Inviting Bid (NIB)”**: A Notice published by the HPGCL with the intention to invite offer/bid for its requirements.
- 2.1.39 **“Nodal Officer”** shall have a meaning set out in Schedules of Tender of NIB.
- 2.1.40 **“Owner” or “Principal Employer”** means the Haryana Power Generation Corporation Limited (HPGCL) and shall include its legal representatives, successors, administrators and permitted assigns.
- 2.1.41 **“Over burden” or “OB”** shall mean the rock, soil etc. that lies above and between the coal seams and is to be removed during mining and may be used to restore the mining site post mining. The term “Over burden” includes inter-burden as well.
- 2.1.42 **“Performance Security”** shall have the meaning given to in Article 9 of the Coal Mining Agreement.
- 2.1.43 **“Person”** includes firms, companies, corporations and association or bodies or individual, whether incorporated or not.
- 2.1.44 **“Pre-Bid Meeting”** means pre-bid meeting to be held as per the schedule indicated in the Notice Inviting Bid.
- 2.1.45 **“Price Index for the Mining Charge”** Please refer Article 53 of Volume-2 of TD.
- 2.1.46 **“Project”** Please refer Article 53 of Volume-2 of TD.
- 2.1.47 **“Reference Index Date”** shall mean, in respect of the specified month or quarter, as the case may be, that last day of the preceding month or quarter with reference to which the Price Index is revised.
- 2.1.48 **“Standard Industry Practices”** Please refer Article 53 of Volume-2 of TD.



- 2.1.49 **“Selected Bidder / Successful Bidder”** means the Bidder selected by HPGCL pursuant to terms and conditions of the tender document through the Bidding Process and is awarded the letter of Award after due diligence.
- 2.1.50 **“Site”** Please refer Clause 10.3.2 of Volume-2 of TD.
- 2.1.51 **“Tentative Stripping Ratio”** or **“Strip Ratio”** shall mean 4 Cubic meter (Cum) of OB/ Tonne of coal based on Regional Exploration Report prepared by GSI by drilling 6 boreholes.
- 2.1.52 **“Subsidiary”** shall have the meaning given to it under the Companies Act 2013/1956.
- 2.1.53 **“Technical Criteria”** shall have the meaning given to it in Clause 2.1, 2.2 and 2.3 of Qualifying Requirement.
- 2.1.54 **“Technically Qualified Bidder”** means a Bidder who is eligible for opening of Price Bids and subsequent price negotiation as stipulated in Annexure - 17.
- 2.1.55 **“Techno-Commercial Proposal”** means proposal submitted by the bidder in accordance with Clause 8.5 hereof.
- 2.1.56 **“Tender / Tender Document ”** means documents issued by HPGCL for Selection of Mine Developer and Operator for Kalyanpur-Badalpara Coal Block and shall include any modifications, amendments/ corrigenda or alterations or clarification thereto. The documents comprises of the following:
- a) Notice Inviting Bid
 - b) Instructions to Bidders
 - c) Coal Mining Agreement
 - d) Any Corrigendum(a)/Clarification(s) to the tender document issued by HPGCL subsequent to the issue of the tender document will also be considered an integral part of the Tender Document. Any reference to the tender document in the Coal Mining Agreement shall include such Corrigendum (a) and Clarification(s)
 - e) Allotment Order issued to HPGCL by Ministry of Coal, GoI for Kalyanpur Badalpara Coal Block.
 - f) Allotment Agreement executed between the President of India and HPGCL on 29.03.16, subsequent Amendments and Allotment Order by Nominated Authority, MoC.
 - g) Regional Exploration / Geological Report / Available Geological information /data from CMPDIL / GSI / MECL.
- 2.1.57 **“Tonne”** or **“Ton”** means 1000 (thousand) kilogram as defined in Standards of Weights and Measures Act. 1976 (including rules and regulations framed under the said act, policies and amendments from time to time as notified by Government of India).
- 2.1.58 **“Net worth”** means the aggregate value of the paid-up share capital and all



reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

2.2 Rules of Construction

- 2.2.1 A reference to singular includes the plural and vice-versa where the context so requires.
- 2.2.2 A reference to any registration or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinated legislation issued under, that legislation or legislative provision;
- 2.2.3 The metric system of measurement shall be used for the purpose of the Agreement.
- 2.2.4 Headings do not affect the interpretation of this Tender Document,
- 2.2.5 A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns.
- 2.2.6 A reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar, unless otherwise specified in this tender document:
- 2.2.7 A reference to Rs, INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 2.2.8 A reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time.
- 2.2.9 The expressions "including", "includes" and "include" have the meaning as if followed by "without limitation",
- 2.2.10 The expression "writing" or "written" shall include communications by facsimile, electronic mail and letter,
- 2.2.11 Terms and expressions not defined anywhere in the tender document or the Coal Mining Agreement shall have the same meaning as are assigned to them in Indian Contract Act. 1872 and failing that in General Clauses Act. 1897;
- 2.2.12 A reference to any clause in any part of the Tender Document means reference to the clause appearing in that particular part of the Tender document unless otherwise a specific reference to the other enclosed Annexures of Tender Document is mentioned. Further a reference to any schedule means reference to schedule of Tender document / Coal Mining Agreement unless otherwise a specific reference to the other parts of Tender document is mentioned.
- 2.2.13 A reference to KBCB includes the Kalyanpur-Badalpara Coal Block and vice versa.

3.0 Governing Law and Jurisdiction of Court

The tender document and Bidding Process shall be governed by and construed in



accordance with the laws of India and local civil courts at Panchkula, Haryana shall have exclusive Jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.



4.0 Introduction

4.1 Allottee Company

Haryana Power Generation Corporation Ltd (HPGCL), a Govt. of Haryana Undertaking was incorporated as a company on 17th March, 1997 and is having its corporate office at Urja Bhawan, Panchkula, Haryana. HPGCL is having three Thermal Power Stations at PTPS, Panipat; DCRTPP, Yamuna Nagar & RGTPP Khedar, Hisar with installed capacity of 2510 MW. Poised to contribute in the growth of state. HPGCL is in the process of adding further 800 MW capacity with super critical technology at Yamuna Nagar Thermal Power Station.

4.2 Mining Company

4.2.1 HPGCL has decided to select and engage a Mine Developer and Operator (MDO) with adequate technical and financial strength and experience in undertaking opencast coal mining operations, to develop and operate the Kalyanpur-Badalpara Coal Block from detailed Exploration to delivery of coal to HPGCL (the “Project”) in accordance with the approved Mining Plan and the Coal Mining Agreement (to be executed) and as per accepted Standard Industry Practices.

4.3 Legal Status of the MDO

4.3.1 Subject to and in accordance with the provisions of Coal Mining Agreement (to be executed) and applicable laws, the HPGCL hereby appoints the Mine Operator to provide the Mining Services during the subsistence of Coal Mining Agreement and the MDO hereby consents to its appointment and agrees to provide the Mining Services in accordance with the terms and conditions set forth herein. The Mine Operator or its authorized person (which shall be subject to acceptance by HPGCL) shall be deemed agent of the Mine for the purpose of The Occupational Safety, Health and Working Conditions Code, 2020 and statutes made there under, as applicable, HPGCL shall appoint Agent and all other Statutory Manpower like Mine Manager, Safety Officer, Surveyor (head) and Blasting Overman etc.as required by Law or as directed by Director General of Mines Safety (DGMS) and shall be responsible for communication with statutory authorities. Notwithstanding anything stated, the MDO shall also appoint all required manpower including all statutory manpower like **Safety Officer, Surveyor (head) and Blasting Overman / Foreman, Mining Sirdar, etc, as required by Law or directed by Director General of Mines Safety (DGMS)** required to discharge its obligations under the Agreement including manpower for discharging all statutory duties (though manpower appointed by MDO shall not be known as statutory manpower). Any appointment made by the MDO has to conform to the Applicable Laws including the qualification requirements set out under the Occupational Safety, Health and Working Conditions Code, 2020 and Coal Mine Regulation, 2017. The MDO and its representative shall for avoidance of doubt, assume all such obligations and responsibilities, including preparation and submission of periodic reports etc., under The Occupational Safety, Health and Working Conditions Code, 2020 and statutes made thereunder as applicable and take all such other steps as may be necessary to comply with the Applicable Laws.



4.3.2 For the purpose, Mine Operator shall inform HPGCL by a written statement of all the manpower employed by it to perform the obligations under the Project Agreement including in respect of the management, control, supervision or direction of the Site. Such statement shall also specify the responsibilities of such persons and the details of the matters in which they are authorised to act on behalf of the Mine Operator.

5. Salient Features of the Kalyanpur-Badalpara Block, Jharkhand (as per Schedule - I of Allotment Agreement)

I. Block : KALYANPUR-BADALPUR BLOCK , BRAHMANI COALFIELDS (RAJMAHAL GROUP OF COALFIELDS , DIST - DUMKA, JHARKHAND (Part of Kalyanpur Murgadangal-Daldali Block)

II. Area About 6 Sq. Km. (Forest area approx. 3.57 Sq. km as per Geology Map)

III. Location and Boundary Co-ordinates The block is located to the north of Amrakonda-Murgadangal (Captive) Block.

The limiting Coordinates of the blocks are:

Latitude : 24⁰ 08'17.09''- 24⁰ 10'31.96''

Longitude: 87⁰ 31'14.96''- 87⁰ 32' 39.90''

Topo sheet no 72 P/12

IV. Communication: NH 114A : It is spur road from National Highway 14. NH-114A runs through West Bengal and Jharkhand states.

State Highway: 6 which connects Rampurhat & Saithia of Birbhum District passes through the area. Harisingha Forest road passes through entire length of the area.

Existing Harinsingh Railway siding is around 12 km from Kalyanpur-Badalpara Coal Block.

Proposed Railway Line : the proposed Railway line from Amarkonda to meet Rampurhat -Dumka main line at Harinsingh railway siding is under consideration for coal evacuation from Kalyanpur-Badalpara Coal Block.

Local roads may be used to transport the coal from Kalyanpur-Badalpara Coal Block to Harinsingh Railway siding till the proposed railway line is commissioned.

V. Status of Exploration: Regionally Explored

Agency	No of Borehole	Meterage



GSI	7	1666.35M
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Note: Out of the 7 boreholes drilled in Kalyanpur-Badalpara Coal Block, only 6 boreholes (RJBS 1, 8, 17, 19, 21, and 11) encountered coal seams, while RJBS 16 borehole encountered metamorphic rock.

VI. Structure: Strike N-S and Dip 6⁰-12⁰ easterly
Faults: Nine number of faults have been reported

VII. Geology and Sequence of Coal Seam:

The report on the 'Regional Exploration Report prepared by Geological Survey of India (GSI)' reveals occurrence of four regional coal seam zones. The details of which are tabulated below

Zone / Seam	Thickness / Parting range (m) (Cumulative thickness of Coal Seams)	Depth (M)	Remarks
Zone-III	41.35-42.70 (8.90-13.54)	12-69	Occurs in 7-9 sections. The thickness of the section ranges comes from <1 - 2.9m
Parting	26-34		
Zone-II	29.00-68.85 (18.01-30.51)	21-172	Occurs in 3-9 section the thickness of section ranges from <1- 17.8m
Parting	8-15		
Zone-IA	6.00-31.70 (6.00- 10.41)	9-185	Occurs in 1-4 section the thickness of section ranges from <1- 8.5 m
Parting	4-25		
Zone-I	19.85-58.87 (6.07-21.75)	45-242	Occurs in 2-7 section the thickness of section ranges from 0.5- 9.02m

VIII. Quality: Seam wise Quality is given below.

Seam	M%	Ash %	UHV	Grade
III	3.3-7.2	21.2- 46.7	3960-4663	D-E
II	1.9-7.2	18.1-47.6	1545-4277	D-G
IA	2.5-5.8	20.6-44.2	3179-5574	C-G
I	2.3-7	22.9-47.6	1751-5008	C-G

IX. Reserves:

Kalyanpur- Badalpur coal block has estimated 102.35 Million Tonnes of Geological Reserves of Indicated Category with a tentative stripping ratio of 4.00 T/ M³. The reserves and stripping ratio may change on detailed exploration.



X. Depth wise reserves are as follows:

Depth (m)	Indicated Reserves (MT)
0-300	100.62
300-600	1.73
Total	102.35

XI. Details of End Use Plants:

SI No	Name of the Power Plant(s)	Capacity
1.	Expansion unit at Deenbandhu Chhotu Ram Yamunanagar TPP (DCRTPP),	800 MW
2.	Surplus coal if any to meet partial requirement of 1x800 MW (exp.) unit proposed to be set up at PTPS, Panipat	800 MW

6.0 **Qualifying Requirements:**

Please refer to the clause 2.0 of Notice Inviting Bid (NIB) .

7.0 **Tender Documents:**

7.1 Please refer the clause 2.1.57 of Definition chapter of Instruction to Bidders

7.2 The Scope of the proposal shall be on Single Bidder Responsibility basis covering the entire scope of works as described in the Tender Document, including Errata / corrigenda / Addendum / Clarification issued if any.

8.0 **Instruction to Bidders for submission of Online Bids Through E-Tender**

1. Please visit HPGCL website www.hpgcl.org.in and <https://etenders.hry.nic.in> for NIT details.
2. Bidders are requested to read the terms & conditions of Tender Documents before submitting their online bids (Part I & Part II separately). In this document the terms “bidders” and “Bidders” mean one and the same.
3. Bidders are instructed to submit their bids online only on Haryana e-portal website (<https://etenders.hry.nic.in>).
4. Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIB & ITB, otherwise the tender shall be liable to be rejected.
5. Tender received through Telefax / email or in physical form shall not be considered.



6. In case, date specified for opening of tender, happens to be a public holiday, then next working day shall be considered automatically for the same.
7. All the costs and expenses incidental to the preparation of tender, discussions, conferences, if any, shall be borne by the tenderers and HPGCL shall bear no liability whatsoever on such costs and expenses.
8. After opening of Part-I bids, the Tender Evaluation Committee as constituted by HPGCL shall examine the documents / credentials submitted by the bidders against prequalifying requirements / eligibility conditions of tender. Bidders shall be informed 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 by the committee. The decision of Tender Evaluation Committee shall be final and binding on the bidders.
9. Negotiations, if required would be held by competent authority of HPGCL with reference to Haryana Govt. O/o no. 2/2/2010-4-IB-II dated 16.06.2014. Price negotiation could be held up to L₃ bidder, if the difference between L₁ quoted rate and those quoted by L₂ & L₃ is within 5% of the L₁ quoted rate. In case where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ 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.

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.
10. HPGCL reserves the right to reject any or all bids without assigning any reason.

8.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender processed online are required to get registered on e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

8.2 Obtaining a Digital Certificate:

1. Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>



3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from <https://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.
4. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
5. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
6. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
7. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

8.3 Opening of an Electronic Payment Account:

Tender document can be downloaded online. Bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

8.4 Pre-requisites for online bidding:

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be installed with the required software like Mozilla firebox, Java etc. The link for downloading latest java applet is available on the Home page of the e- Java or e-tendering Portal.

8.5 Online Viewing of Detailed Notice Inviting Bid:

The bidders can view the detailed NIB and the time schedule of tender floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>



8.6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

8.7 Schedules of Tender / Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders/ Notice Inviting Bid. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders

8.8 Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, Bid Guarantee / EMD and Submission of Bid Seal (Hash) of online Bids:

1. The online payment for Tender document fee, eService Fee & Bid Guarantee / EMD can be done using the secure electronic payment gateway. Payment for Tender Document Fee and e-Service Fee can be made by Bidders online directly through Debit Cards/Internet Banking Accounts/any other authorized mode and payment for EMD can be made online directly through RTGS / NEFT / any other authorized mode on the online portal.

The secure electronic payment gateway is an online interface between Bidders and Debit card / online payment authorization networks.

2. The Bidder will be able to prepare Technical Bid, Commercial Bid and Price Bid online, using the respective Annexures and Forms available in the NIB & ITB.
3. The bidders shall upload their techno-commercial Bid (Part-I) containing documents, Pre-Qualifying criteria, Tender specification and all other terms and conditions except the rates (price bid) and certificates as called for in Notice Inviting Bid
4. The bidders shall quote the prices in online price bid format (Part II) separately.
5. Submission of e-bids online is a two-step process. In the first step, the Techno Commercial bid (Part I) and Price Bid (Part II) have to be filled and submitted. In the second step, these bids have to be digitally signed using Bidder's Digital Signature Certificate.
6. Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedules of NIB.

Note :

- (A) If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence will not appear during tender opening stage.
- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online tenders at the portal <https://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Information about DSC'.



(C) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Help to Contractor'.

(D) For any technical related queries please call at 24 x 7 Help Desk Number given on the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'Contact Us'.

8.9 e-Bid Submission:

1. Before submission of the bids, the bidders are requested to make themselves fully conversant with the technical specifications, nature of work, site conditions, scope of works, other terms and condition of Tender Documents etc. so that no ambiguity arises at a later date in this respect. Bidder shall visit the site for acquaintance of actual working conditions and the nature of work.
2. Bidder cannot submit any bid after the due date and time stipulated in the e-Tender.
3. Only such Bidders will be authorized to participate in tender who would qualify the pre-qualification clause of tender and submit the documentary proofs as set by HPGCL.
4. HPGCL reserves the right to revise or amend the Terms and Conditions of Tender Documents prior to the date notified for opening of the tenders and also to postpone the date for submission and opening of tender without assigning any reason(s).
5. Any clarification with regard to the specifications can be sought by the bidders before submission of their tenders. No correspondence on this account will be entertained once the tender / bid is submitted by the bidder.
6. Tender documents are not transferable.
7. Not more than one tender for the work will be submitted by any Bidder.
8. Tenders submitted for part work shall not be entertained.
9. Tender shall be submitted online only in prescribed format and shall be considered completely as part of the Tender Documents in case of successful bidder. The bidder will sign each & every page of the tender documents before uploading the same.
10. If the submitted Bid is not in conformity with any clause of scope of work / terms & conditions / remuneration / penalties etc. of tender, is liable for rejection.
11. All bids submitted by Bidder can be viewed by clicking on the link "Submitted bids" provided in the menu of the corresponding Bidder's home page.
12. All notices and correspondence to the bidder(s) shall be sent by email message only during the process till finalization of tender. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Non receipt of email will not entitle any bidder to lodge any claim and no complaint in this regard shall be entertained. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
13. Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum /



addendum uploaded against the said e-tender after downloading the e-tender document. The responsibility of downloading the related corrigendum, if any, will be that of the bidders.

14. All bids, including all attachments/enclosures shall be prepared in English Language only and submit online e-Procurement website at <https://etenders.hry.nic.in>. The bidder shall submit the offer for full scope of work indicated in the Tender Specification.

8.10 Bidding in e-Tender:

- a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in the Tender.
- c. All electronic bids submitted during the e-tender shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between Purchaser and the Bidder for execution of work.
- d. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- e. HPGCL reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.
- f. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- g. Bidders are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted cannot be recalled.
- h. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender.

8.11 Process of e-Tender:

1. On the scheduled date and time of tender opening, Tender Opening Committee will open the Techno-commercial offer i.e. Part - I of online bids.
2. The bidders who are qualified on techno-commercial aspects shall alone be considered for price cover opening (Part-II). The opening of the Part -II (Prices) of the bid will be intimated later separately to the bidders who are found to have satisfied the Techno- Commercial aspects.
3. For evaluation purpose, prices quoted in Schedule of Prices alone shall be taken into consideration.

- 8.12** HPGCL reserves the right to cancel this bidding process (e-Tender) or extend the due date of receipt of bid(s) without assigning any reason thereof.



PART-I:

The bidders shall upload their techno-commercial Bid (Part-I) containing documents, pre-qualifying criteria, Tender specification and all other terms and conditions except the rates (price bid) and certificates as called for in Notice Inviting Bid.

PART-II:

- a. The bidders should submit duly filled in Part-II-“Schedule of Prices” Table.
- b. The bidder shall quote his price for the entire scope of work in “Schedule of Prices” online form only. The bidder quoting a system of prices other than that specified, run the risk of rejection of the bid.
- c. The Total amount including GST will be computed by the system.
- d. Notwithstanding any information and data which may be contained in the Tender Document the bidder has to make independent enquiries and generally obtain his own information on all matters that may in any way affect the Price.

Opening of Price Bids (Part-II) of e-Tender:

The date of opening of Part-II-Price Bids of eligible bidders in e-Tender shall be sent to the registered e-mail address of the qualified Bidders at a later date.

9.0 Bid Submission and Opening:

9.1 The Bidder(s) shall submit the bids in the following manner and Bids submitted by Telefax, or E Mail and the bids received after the expiry of the time specified for receiving completed bids will not be accepted:

9.2 **Bid submission:** All bids, including all attachments/enclosures shall be prepared in English Language only and submit the same.

- (i) The bidder shall submit the bid for full scope of work indicated in the Tender Specification. Part - I & Part -II of the Bids are to be submitted through online and Physical cover through offline.
- (ii) The Offers/Bids are to be furnished in two Part system as detailed below:



Part I	PART - I (through online) Covering Letter (as per Annexure-1), Proof for remittance of Cost of tender document, Form of Bid (A) (As per Annexure - 2), Bid Guarantee (As per Annexure - 2A), Certificate for site visit (As per Annexure-3) Registered and/or Notarized Power of Attorney (as per Annexure-4 or 5 as applicable), Qualifying on Technical criteria (As per annexure -6), Financial criteria details ((As per annexure - 7), Registered and/or Notarized Consortium operating Agreement, if applicable (As per Annexure-8), Registered and/or Notarized Joint operating Agreement if applicable (as per Annexure-9), Registered and/or Notarized Affidavit (as per Annexure-10), Certificate of Total compliance(as per Annexure-11), Available Machinery/Equipment (as per Annexure-13) Additional Machinery /Equipment (as per Annexure-14), Minimum local content Certificates from the bidder and auditor and all other details as given in this Volume, Checklist of documents as per commercial form -2
Part II	Part-II (Price) (through ONLINE ONLY) (i) Duly filled in Form of bid (B) as per Annexure-15. (ii) Price Bid with completely filled in Schedule of Prices (Schedule of Prices form -5) of Volume - 1
Physical Cover	Bidders are requested to furnish the following documents in a sealed cover within the last date of receipt of Bids: <ol style="list-style-type: none"> 1. Documentary evidence for remittance of cost of Tender Documents. 2. Proof of submission of Bid Guarantee amount. 3. Registered and/or Notarized Power of Attorney as per Annexure-4 or 5, if and as applicable. 4. Copy of Joint Venture Agreement/Consortium Agreement, if applicable. 5. Registered and/or Notarized Consortium Operating Agreement as per Annexure-8, if applicable. 6. Registered and/or Notarized Joint Operating Agreement as per Annexure-9 and Letter of Undertaking, if applicable. 7. Registered and/or Notarized Affidavit as per Annexure-10.

- (iii) Bidders are requested to submit their Physical Cover within the stipulated time at the Office of the CE Fuel, URJA BHAWAN, C-7, SECTOR-6, HPGCL, PANCHKULA - 134 109
- (iv) Any Bid submitted without Cost of tender document and Bid Guarantee/EMD or submitted with part amount, or any request to adjust it in any other bills etc., or seeking exemption shall be treated as non-responsive offer and their offer will not be considered for further evaluation.
- (v) Part-I Online and Physical covers shall be opened on the scheduled date of tender opening. The offers/bids of the bidders who satisfy the conditions of Bid Guarantee, Cost of tender document and Public Procurement (Preference to Make in India) shall be considered for further evaluation on QR aspects.



9.3 Cover-I - Covering Letter, Form of bid, Cost of Tender Document, Bid Guarantee, QR documents, Techno-commercial details, Undertaking and other Annexures as required to be submitted in Cover-I.

In all cases, the bid shall be accompanied by Covering Letter, the Form of Bid - (A), Cost of Tender document and Bid Guarantee / EMD for the amount as indicated in the Notice Inviting Bid, and Technical & Commercial Aspects.

9.3.1 Covering Letter

Bidders as part of their Proposal shall submit a Covering Letter as per the format given in Annexure-1 hereof. The letter shall be signed by the Authorized Signatory of the Bidder/ the consortium.

9.3.2 Form of Bid (A)

Bidders as part of their Proposal shall submit duly filled in Form of Bid -(A) as per the format given in Annexure 2 hereof. This shall be signed by the Authorized Signatory of the Bidder/ the consortium.

9.3.3 Cost of Tender Document / Tender Fee

The Bidders shall furnish an amount towards the cost of Tender document. The amount shall be as specified in the SOT of Notice Inviting Bid. The cost of tender document can be made by Bidder online directly through Debit card/ Internet banking account / any other authorized online mode on the online portal. Bidder shall submit the remittance details with UTR No/Transaction id along with the bid in Cover - I failing which the offer may be rejected. The Bidder is to note that any associated Bank Commission / charges will be to the account of the bidder and the net amount transferred to HPGCL account shall be equal to the cost of the Tender Document.

9.3.4 BID GUARANTEE / EMD:

9.3.4.1 Bidders have to furnish Bid Guarantee/ EMD for an amount of **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.

9.3.4.2 The proof of Earnest Money Deposit shall be enclosed with the bid in Cover-I, without which the Submitted Bid shall be rejected forthwith The Bidder is to note that the Bank Commission charges will be to the account of the bidder and the net amount transferred to HPGCL's account shall be equal to the amount specified in the Notice Inviting Bid.

9.3.4.3 The Bid Guarantee / EMD can also be in the form of an Irrevocable Bank Guarantee (as per the format at Annexure-2A) from any Nationalized Bank / Scheduled Bank in India / Any bank outside India approved by RBI or acceptable to



HPGCL. In this case, bidders have to furnish duly filled in checklist for Bank Guarantee as in Annexure-2B. Bank Guarantee / EMD issued by foreign banks shall be in the letter head of the issuing Bank

9.3.4.4 The Bid Guarantee/ EMD shall be valid for 180 days from the date of tender opening.

9.3.4.5 Submission of a valid bid guarantee / EMD for the stipulated sum in full along with the bid and acceptance of such bid guarantee by HPGCL, is a condition-precendent for such Bid to be eligible for consideration by HPGCL. An offer without Bid Guarantee, or with bid guarantee for a lesser amount, or bid guarantee in a form other than specified herein above, shall be liable to be rejected without further reference to the Bidder(s) or to the concerned Bank.

9.3.4.6 The Bid Guarantee/EMD in the form of bank guarantee shall:

- a. be executed only on behalf of the bidder who submits the bid ;
- b. be submitted only by the bidder
- c. be executed only as per the format prescribed by HPGCL.

9.3.4.7 The Bid Guarantee /EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from HPGCL.

9.3.4.8 Request for adjustment / appropriation of earnest money / other deposits, if any, already lying with HPGCL in connection with some other tenders / orders / works shall not be entertained.

9.3.4.9 No interest shall be payable on Bid Guarantee amount /EMD submitted.

9.3.4.10 The Bid Guarantee / EMD shall be forfeited if:

- a) the bid is unilaterally revoked/ revised /modified / withdrawn before expiry of bid validity period, by the Bidder(s); or
- b) the price(s) are unilaterally increased or altered after the bid opening and during validity of the offer, by the bidder,
- c) In case, any certificate submitted by the Bidder(s) is found to be not genuine, or forged / bogus,
- d) On issue of LOA by HPGCL to the bidder, the bidder omits or refuses to accept the said LOA within the stated period and/or execute the Coal Mining agreement (CMA),
- e) the successful bidder, after issue of LOA, omits or fails to submit Performance Security within the specified period.

9.3.4.11 Without prejudice to any other remedies available at law,



- (i) in the event of any of the contingencies mentioned in Clause: 9.3.4.10 (a) to (c), HPGCL shall have the right, at their discretion, to reject the bid without notice to the Bidder(s);
- (ii) in the event of the contingency mentioned in Clause: 9.3.4.10 (d) & (e), HPGCL shall have the right to cancel the LOA/CMA, without notice to the Bidder(s);
- (iii) in addition on (i) and (ii) above, HPGCL shall also have the right to de-bar the defaulting Bidder(s) for a period as may be deemed fit by HPGCL, from participating in any of their tenders and HPGCL reserves the right to inform the matter to other PSUs/statutory Bodies and the decision of HPGCL in this regard shall be final and binding on the Bidder(s).

9.3.4.12 Return of Bid Guarantee / EMD:

i) For bidders not short listed:

For Bidders who are not shortlisted, the bid guarantee shall be returned within 15 days from the date of receipt of approval of short listing on Qualifying Requirements / Techno-Commercial evaluation by HPGCL.

ii) For unsuccessful Bidders:

For unsuccessful bidders, the bid guarantee shall be returned to such Bidders within 15 days from the date of approval/issue of LoA on the successful bidder(s).

iii) For successful Bidder:

For successful bidder, the Bid Guarantee / EMD shall be returned after successful completion of Phase-I activities within a period of 30 days from date of approval of completion of Phase-I activities by HPGCL. No interest shall be payable to MDO on Bid Guarantee / EMD amount.

iv) In all the above transactions the documents shall be sent by Registered post/Speed Post.

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 **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.
- 2) Provided that, in the event that the initial Contract Period is extended pursuant to Clause 3.1. ("**Extended Contract Period**") of CMA, the MDO shall extend the above bank guarantee submitted against Performance Security no later than 90



- (ninety) days prior to the commencement of the such Extended Contract Period to cover the Extended Contract Period.
- 3) The MDO shall keep the Performance Security valid, effective and in full force for such value as is required to be maintained in accordance with Clause 9.1.1 of CMA, until the date that occurs 90 (ninety) days after the expiry of the Contract Period(or the Extended Contract Period, if applicable). It is hereby clarified that the MDO shall keep the Performance Security valid, effective and in full force in an extendable/renewable manner revolving after a period of at least 3 (three) years. In this regard, the HPGCL reserves the right to call for any documentary evidence from the Mine Operator in relation to such extension or renewal of the Performance Security and the Mine Operator shall be under an obligation to furnish all documents as may be required by the Authority in this regard.
 - 4) At least 30 (thirty) days prior to expiry of a Performance Security, the MDO shall furnish an extended, renewed or replacement Performance Security to the HPGCL, failing which the HPGCL shall be entitled to, after giving 5 (five) days' notice to the MDO, draw down the full remaining value of the Performance Security, and hold the cash as security for performance of the MDO's obligations under CMA.
 - 5) The Performance Security shall not in any manner be construed as limiting the damages payable by the MDO to HPGCL in accordance with the terms of the Coal Mining Agreement.
 - 6) In case the Bidding Consortium being the Selected Bidder, Performance Bank Guarantee shall be submitted by the SPV (MDO) in its own name.

Note:

In case of forfeiture/ appropriation of the Performance Security of HPGCL under the allotment agreement is due to reasons attributable to the MDO, the aforesaid liability, to the extent appropriated by the Govt. of India, shall be recovered from the due payments payable to the MDO and/or by encashment /appropriation of the Performance Security pursuant to the Joint Operating Agreement/ Consortium Operating Agreement furnished by the contractor/ MDO under the terms of the Project Agreement, and set off the claimed amount from the encashment/ appropriation proceeds of these BG's. If HPGCL's claim exceeds the amount of these BG's, the HPGCL shall have the rights to recover in the manner deemed fit.

9.3.6 Additional Performance Security against drawing Financial Strength from Direct Holding / Subsidiary Company.

- 1) In case of the Bidder being a Bidding Group, each of those direct Subsidiary / direct Holding Company, on whose financial strength a Bidder has sought qualification in its Qualification Proposal and has furnished JOA along with its Qualification Proposal, shall be required to submit an Additional Performance Security towards the faithful performance of terms & conditions contained in JOA.
- 2) After conclusion of the Selected Bidder, HPGCL may additionally ask the Successful Bidder to furnish an unconditional Additional Performance Security in addition to the Performance Security meant to be submitted by the Bidder in accordance with Clause 9.3.5 and Additional Performance Security meant to be



submitted by the Bidding Group in accordance with Clause 9.3.6 (1)

- 3) 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 any Scheduled Commercial/ Nationalised Bank in India authorized by Reserve Bank of India. The estimated annual contract value, for the purpose of this clause, shall be Total Coal Mining Charge as per the Coal Mining Agreement for that year multiplied by the Peak Production Capacity of the mine for that year. Further these Additional Performance Security(s) shall be in addition to the Performance Bank Guarantee meant to be submitted by the Bidder in accordance with Clause 9.3.5. The Additional Performance Security(s) shall be renewed / extended so as to remain valid for a period of no less than ninety (90) days beyond the 5th anniversary date of signing of the Coal Mining Agreement and shall be renewed/extended in steps of five (5) years at least three (3) months prior to the expiry of the earlier validity. Failure to renew/extend the validity of the Additional Performance Security(s) within the aforesaid stipulated period shall entitle HPGCL to encash the Performance Security(s) without any notice to the MDO/ executants of the JOA. The Additional Performance Security(s) shall be unconditional, irrevocable and payable on demand to HPGCL without delay or demur or prior notice to the Successful Bidder or to the executants of the JOA.
- 4) The Successful Bidder shall be required to arrange and submit the Performance Security(s) and Additional Performance Security(s) within 30 (Thirty) Days of signing of Coal Mining Agreement failing which, without prejudice to any other rights of HPGCL, the EMD of the Successful Bidder shall be forfeited or encashed;
- 5) it is being clarified any such forfeiture or encashment of the EMD shall not in any manner entitle the Successful Bidder to provide HPGCL with the Performance Security and Additional Performance Security(s) unless otherwise mutually agreed to by the Parties.

9.3.7 Checklist for documents

Checklist for the documents shall be submitted by bidder as per the formats given in RFB and ITB.

9.3.8 Documentary Evidence for Meeting Technical Criteria and Financial Criteria of QR

9.3.8.1 Bidders shall submit detailed and comprehensive information in support of their qualifying as per the Technical Criteria and Financial Criteria set out in this tender document. The information shall be provided in formats provided in Annexure-6 and Annexure-7 hereof. Documentary evidence regarding the same shall also need to be submitted.

Audited Annual reports for the last 3 years comprising of Audited/Un-Audited Balance Sheets and Profit and Loss Accounts, duly certified by the statutory auditors need to be submitted.

9.3.8.2 The Bidder shall submit a Registered and/or Notarized affidavit / Letter of undertaking on a non-judicial stamp Paper of appropriate value as per the format of



Annexure-10.

9.3.9 Power of Attorney

9.3.9.1 Bidders shall submit the appropriate Power of Attorney in the name of the Authorized Signatory of the Bidder. The Power of Attorney shall be duly registered and/or Notarized.

9.3.9.2 For individual Bidders, the Power of Attorney shall be in the format given in Annexure- 4 hereof. It shall be accompanied by a copy of Board resolution of the Bidder, affixed with common seal of company, authorizing the issuer who issues Power of Attorney in favor of the Authorized Signatory of Bidder.

9.3.9.3 For consortium Bidders, the Authorized Signatory shall be from Lead Member of the consortium. The Power of Attorney shall be in the format given in Annexure-5 hereof in favor of the Authorized Signatory, signed by authorised signatories both the consortium members. The Power of Attorney shall be backed by copies of Board Resolutions /other relevant documents, affixed with common seal of the consortium members, to demonstrate the authority of the persons issuing the Power of Attorney.

9.3.10 Joint Operating Agreement

Bidder, who meets Qualifying Requirement stipulated on the strength/ experience of its Direct Holding / Subsidiary Company, shall be required to furnish a legally enforceable registered and/or Notarized Joint Operating Agreement in original as per prescribed format given in Annexure-9.

9.3.11 Consortium Operating Agreement

9.3.11.1 In case the Bidder is a Consortium and has sought qualification on the consolidated strength /experience of all the Consortium members, Bidder shall be required to furnish a legally enforceable registered and/or Notarized Consortium Operating Agreement in original as per prescribed format given in Annexure-8. Consortium Operating Agreement shall not be amended, modified and /or superseded by any agreement, deed or document by the Consortium Members.

9.3.11.2 The Selected Bidder (in case of bidding through Consortium Route) shall form a Joint Venture Company / SPV constituted under the applicable Indian Laws within 30 days of the Date of the issue of LOA. Any further agreement that may be entered into amongst the Consortium Members with respect to the Joint Venture Company shall not be contrary to or in conflict with the Consortium Operating Agreement. The composition and percentage shareholding of equity of the consortium members in Joint Venture Company shall be as declared in the Consortium Operating Agreement.

9.3.11.3 Upon being determined as selected Bidder by way of issuance of Letter of Acceptance, all the Consortium Members shall decide mutually the modality for developing and operating the Coal Block' through formation of a Joint Venture Company constituted under the applicable Indian Law. Consortium Leader shall have at least 51% of the total paid up share Capital of the Joint Venture Company / SPV



and the other Consortium member shall have at least 26% of the total paid up share Capital of the Joint Venture Company. All members of the consortium shall continue to retain above minimum holding till complete term of the Contract.

9.3.11.4 No change in the equity shareholding in the Joint Venture Company shall be allowed till the mine achieves 85% of the Contracted Capacity of the Project. After the Mine has achieved 85% of the Contracted capacity, the Consortium members shall continue to maintain their shareholding in Joint Venture Company in such a manner that, the Consortium leader shall have at least 51% of the total paid up share capital of the Joint Venture Company / SPV and the other Consortium member shall have at least 26% of the total paid up share capital of the Joint Venture Company, till complete term of the Contract. Provided further that no change in the shareholding of Joint Venture Company / SPV shall be permissible without prior consent of the HPGCL. The HPGCL may grant such consent subject to the terms & conditions as it may deem fit.

9.3.11.5 The Consortium shall necessarily identify one of the members as Consortium Leader, the authorization for which shall be evidenced by submitting with the bid a Power of Attorney in favour of the Consortium Leader signed by legally authorized signatories of Consortium Members.

9.3.11.6 The Consortium Leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium and entire correspondence till the formation of Joint Venture Company shall be done exclusively with the Lead Member. Subsequent to its formation, Joint Venture Company shall be responsible for complete execution of the Contract. All payments under the Contract shall be made to the Joint Venture Company only.

9.3.11.7 In case of Consortium and in the event of award to Consortium the Performance Security shall be in the name of, Joint Venture Company. However, obligations under above Performance Security shall not be affected by any change in the constitution or control of the Consortium and continue to be applicable to the Joint Venture Company formed by the Consortium in line with the provisions of Tender document.

9.3.12 Registered and/or Notarized Affidavit

9.3.12.1 The Bidder (including members of the Bidding Consortium and Direct Holding / Subsidiary Company whose strength Bidder is taking for bid submission) shall submit a registered and/or Notarized Affidavit as per the format given in Annexure-10 hereof, declaring inter alia that in respect of any Mining tender issued by or Mining contract entered into with HPGCL, any Government or any other utility:

“The Bidder shall furnish a registered and/or notarized 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 blacklisting has not been set aside by any Court of competent jurisdiction”.

9.3.12.2 The Bidder shall submit an Affidavit as per the format given in Annexure-10 declaring inter alia that all the QR documents have been submitted in conformity to the Qualification Requirements specified in the tender as part of the Bid and are genuine documents.

9.3.13 Certificate of Total Compliance / No Deviation Certificate

Bidders as part of their Techno-Commercial Proposal shall submit a certificate of total compliance as per the format given in Annexure-11 hereof. The letter shall be signed by the Authorized Signatory of the Bidder/ the consortium.

9.3.14 Available Machinery/Equipment

The Bidder shall furnish the details of Available Machinery/Equipment as per the format given in Annexure-13.

9.3.15 Additional Machinery/Equipment

The Bidder shall furnish the details of Additional Machinery/Equipment as per the format given in Annexure-14.

9.3.16 Site Visit

The Bidder shall enclose the proof of site visit as per the format given in Annexure-3.

9.4 Cover- II Form of Bid (B) and Price Schedule:

9.4.1 The Form of Bid (B) as per Annexure-15 and the 'Schedule of Prices' duly and correctly filled in by the Bidder shall be submitted in online only. Prices quoted/revealed elsewhere in the offer will not be considered for evaluation.

9.4.2 The Form of Bid - B

Bidders as part of their Proposal shall submit duly filled in Form of Bid - B as per the format given in Annexure-15 hereof. This shall be signed by the Authorized Signatory of the Bidder/ the consortium.

9.4.3 Schedule of Prices:

- a. Price given should cover the entire scope of work and should be as per price format given in Annexure-16. The bidder shall quote his price for entire scope of work.
- b. The Bidder shall quote his price against each item of the Schedule as indicated in the enclosed price format. The bidder shall quote the prices only once after considering all the pros and cons.



c. The prices shall be quoted in Indian Rupees only.

9.4.4 **Price Variation:** The “Base Mining Charge” of the selected/successful bidder shall be revised every quarter to reflect in the various price indices and the amount so determined as described in Article 35 and Article 36 of Coal Mining Agreement shall be the Mining Charge for that quarter.

9.5 To assist in the scrutiny, evaluation and comparison of bids, the HPGCL may, at its discretion, seek from any or all bidders, clarification(s) of his/their Bids, including break-downs of unit rates, technical information, documents and materials after the Tender Opening. The request for clarification and the response shall be in writing, but no change in the final price or substance of the Bid shall be permissible.

10.0 **General:**

10.1 Physical Cover of the Bid shall be super scribed as under:

Name of the Bidder: [●]

Bidder’s Address: [●]

Tender No: [●]

Cover No: [●]

Opening Date (Cover - I) Date and Time: [●]

Proposal for [●] and submitted

To,

[●]

Nodal Officer,

URJA BHAWAN, C-7,

SECTOR-6, HPGCL,

PANCHKULA - 134 109

10.2 Bids received in incomplete shape are liable for rejection.

10.3 No request for postponement or extension of time shall be permitted. However, HPGCL reserves the right to postpone/cancel the tender, should situation warrant.

10.4 Bids shall be in the name of the bidder(s) on whose name the Bid Guarantee has been submitted. The tender documents are neither transferable nor the tender fee is refundable under any circumstances.

10.5 HPGCL takes no responsibility for transmission delays, loss or non-receipt of bid documents or any letters sent by post/courier, either way, and also reserve the right to reject any bid in part or full without assigning any reasons.

10.6 Notwithstanding any information and data, which may be contained in these tender documents, the bidder has to make independent inquiries and generally obtain his own information on all matters that may in any way affect prices, risks and obligations of the Contractor under the Contract.



10.7 Bids once submitted shall not be returned and shall remain the property of the HPGCL.

10.8 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the HPGCL for rejection of his Bid. The HPGCL shall always be at liberty to reject or accept any bid or bids or part thereof at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the HPGCL.

11.0 Effect and validity of Bid:

11.1 The bid shall be kept valid for acceptance for 180 days from the date of opening of the Bids. The bidders shall extend the validity of the Bid and also the Bid Guarantee from time to time at the request of HPGCL.

12.0 Clarifications and Site visit:

12.1 Deleted

12.1.1 Bidder should visit & inspect the site of work and surroundings before submission of offers to be acquainted with the scope & place of work. Site visit is essential and the Bidders are requested to confirm in the offer that they have visited and inspected the site before making the offer. All costs and liabilities arising out of the site visit shall be at Bidder's own expense. HPGCL will not provide any assistance pertaining to site visit.

~~12.2 A bidder may seek clarifications, if found necessary, in respect of any printed portion the tender documents. Such requests in writing should reach the Nodal officer three days prior to the scheduled date of pre-bid meeting. In response to such requests or even otherwise, HPGCL shall have the right to provide clarifications as may be considered necessary to all bidders. In any case HPGCL shall not be liable to entertain any request for clarifications received not less than five days prior to the scheduled Tender Opening date. (Deleted)~~

~~12.3 Requests for clarifications received after the stipulated time as indicated in Cl.12.2 shall not be considered. The HPGCL shall endeavor to render / communicate their clarifications in writing to the bidder without delay. After receipt of such clarifications, the bidder may submit his bid but within the time and date as indicated in the NIB. All such clarifications and the relevant exchange of correspondence between the parties in this regard shall form part of the tender specifications and contract documents. (Deleted).~~

12.4 No extension of time for submission of bid will be granted on account of bidders request for interpretation / clarifications unless under special circumstances. However the HPGCL may at his discretion extend the dead line for the submission of bids by amending the Tender documents. In such a case all rights and obligations of



the HPGCL and Bidder as set in the previous deadline shall hereafter be subject to the extended dead line.

13.0 Local Conditions:

13.1 The Bidder shall inspect the site and shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies/labour and shall collect any other information which may be required before submitting the Bid. No claim/ objection due to ignorance of site conditions will be entertained, at any time. All costs and liabilities arising out of the site visit shall be at Bidder's own expense.

13.2 Wages paid/payable by the Contractor shall not be less than the prescribed applicable wages (HPC wages), wherever applicable, and as in force from time to time prevailing at the Project Area.

- i) The Bidder is required to carefully examine the Technical and special conditions of contract, commercial conditions of contract, drawings and other details relating to work given in the Tender Document and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The Bidder shall be deemed to have on his own and independently obtained all necessary information for the purpose of preparing the Bid and his bid as accepted shall be deemed to have taken into account all contingencies as may reasonably arise.
- ii) The Bidder shall be deemed to have exhaustively examined the Tender Documents, to have obtained all information and clarifications on all matters whatsoever that might affect the carrying out of the work and to have satisfied himself as to the adequacy and completeness of his Bid. He is deemed to have known or ascertained the scope, nature and magnitude of the work and the requirements of materials and labour involved etc. and as to all work he has to complete in accordance with the Contract, irrespective of any defect, omission or error in the Tender/Bid Documents.
- iii) The Bidder shall be deemed to have visited and studied the site and surroundings, to have satisfied himself about the nature and details of all existing structures, if any, and also as to the availability, nature and conditions of infrastructure facilities, including railways, roads, bridges and culverts, means of transport and communications, whether by land, water or air and as to possible interruptions thereto and the access to and from the site, to have made independent enquiries, examined and satisfied himself as to the sources for obtaining sand, stones, bricks and all other construction materials, the sites for disposal of surplus earth and debris, the available accommodation, existing underground features, sub-soil conditions, sub-soil water conditions, geographic, meteorological and geological conditions and all other similar matters that are germane or which may affect the work.
- iv) The Bidder is required to and shall be deemed to have thoroughly acquainted himself with all relevant legal provisions, both Central and State, having a bearing to the work contemplated under this contract and in particular the



Indian Income Tax Act, 1961, Indian Companies Act, 1956 / 2013, Indian Electricity Act, 2003, Factories Act, 1947, Indian Mines Act, 1952, Coal Mines Provident Fund and Miscellaneous Provisions Act. 1948 and other Mines legislations, Pollution Control legislations, Contract Labour (Regulation & Abolition) Act 1970, as in force from time to time. HPGCL shall not entertain any request for clarification/interpretation from the Bidders regarding any legal provisions.

- v) No neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable clarification/interpretation/ information on any matter affecting the Bid or the Bidder shall relieve him of any risks or liabilities, or of the total responsibility for completion of the work in accordance with the Tender Documents.

14.0 Pre-Bid Meeting

~~14.1 A pre-bid meeting would be held to clarify and discuss issues with respect to the Tender Documents. The pre-bid meeting shall be held as per the schedule given in the NIB.~~

~~14.2 A Bidder may raise their queries and suggestions during pre-bid meeting. Bidders are requested to send their queries at least 3 (three) days before the pre-bid meeting so as to give HPGCL sufficient time to prepare responses to such queries for the pre-bid meeting. However, HPGCL may in its sole discretion respond to such queries submitted by any Bidder or amend the tender document as required, but is under no obligation to do so.~~

~~14.3 Bidder may attend pre-bid meeting through Physical/VC mode. All the associated expensed to attend the pre bid meeting shall be borne by bidder itself~~

~~14.4 Bidder, may attend the pre-bid meeting; a maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting. Bidders who are interested to attend the pre-bid meeting shall inform the Nodal Officer at least 3 (three) calendar days before the date of the pre-bid meeting, along with the number of representatives who would be attending the pre-bid meeting. This is required to ensure that HPGCL can make adequate arrangement for hosting the pre bid meeting, depending upon the total number of attendees.~~

15.0 Issue of Corrigendum and Amendment to the Bidding Documents

15.1 At any time prior to the Bid Submission Date, HPGCL may at its own initiative or in response to a clarification requested by a Bidder, amend the provisions of Tender Documents by issuing **Corrigendum (a) / Amendment(s)** to the Tender Documents which shall be freely available for download on the <https://etenders.hry.nic.in> website. The **Corrigendum (a) /Amendment(s)** will be binding on the bidders and it will be assumed that the information contained therein have been taken into account by the bidder in its bid. Bidders are also advised to regularly check the HPGCL website regarding posting of Amendments, if any.



Any corrigendum (a) / amendment(s) issued by HPGCL subsequent to the issue of tender document will also be considered an integral part of the Tender Document and any reference to the tender document in the Coal Mining Agreement shall include such corrigendum (a)/amendment (s) also.

16.0 Acknowledgement by the Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

- a. Made a complete and careful examination of the Bidding Documents
- b. Received all relevant information requested from HPGCL.
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of HPGCL relating to any of the matters referred to in Clause 12.0 of this tender document.
- d. satisfied itself about all matters, things and information necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder.
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from HPGCL and agreed to be bound by the undertakings provided by it under and in terms hereof HPGCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by HPGCL.

17.0 Latest Hour for receipt of bids:

- 17.1 Online / Electronic Bid shall be submitted through <https://etenders.hry.nic.in> website under e-portal not later than 15:00 Hrs. IST on the date fixed for tender submission.
- 17.2 Physical sealed cover must be received / deposited / delivered to the office mentioned below, not later than 11:00 Hrs. IST on the date fixed for tender submission:

Chief Engineer-Fuel
URJA BHAWAN, C-7,
SECTOR-6, HPGCL,
PANCHKULA - 134 109

The sealed cover deposited / delivered after the time & date fixed for the receipt of the bids are liable for rejection.

18.0 Single Bidder Responsibility:

- 18.1 The bidder shall specifically indicate in his bid that he assumes full responsibility for the scope of work in accordance with specifications, quality and time schedule of



the complete tender and guarantee the satisfactory performance as a whole.

19.0 No Claim for Compensation for submission of bid:

19.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the HPGCL for the rejection or non-acceptance of his Bid. The HPGCL shall always be at liberty to reject or accept any bid or bids or part thereof at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the HPGCL.

19.2 The Bidder whose bid is not accepted shall not be entitled to make any claim on account of costs, charges and expenses incidental to or incurred by such Bidder, as a result of or in connection with the submission of the bid, or the consideration of the bid by HPGCL, even if HPGCL elects to modify/withdraw/abandon the Invitation to Bid or does not accept the bid.

20.0 Policy of Bids under Consideration:

20.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time HPGCL makes official intimation of award/rejection to the Bidder. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, the HPGCL and/or its employees/representatives on matters related to the Bid under consideration. The HPGCL if necessary will obtain clarifications on the Bids, by requesting for such information from any or all the Bidders either in writing or through official discussions. The Bidder(s) will not be permitted to change the final price or substance of the Bid after the same has been opened. Unilateral revision or withdrawal of bids by the bidder within the subsistence of the validity period of offer shall not be permitted.

21.0 HPGCL's right to accept bid:

21.1 HPGCL shall always be at liberty to reject or accept any bid or bids or part thereof at its sole discretion and any such action shall not be called into question and the bidder shall have no claim in that regard against HPGCL.

21.2 The HPGCL does not pledge itself to accept the lowest bid and reserves the right to reject such bids for reasons to be recorded in writing. Other bids will be retained as given. The issuance/downloading of this NIB /Tender or the opening of the bids, does not bind HPGCL to accept any of the bids and HPGCL /HPGCL shall be at liberty, at any time upto the issue of a LOA, to abandon further action in the matter at any stage, altogether or go for re-tender. The decision of HPGCL in this regard shall be final and binding on the bidders and the bidders shall not be entitled to any notice in this regard or to any compensation whatever.

22.0 Deputation of Representatives for discussion:

22.1 After opening of the bid, if HPGCL desires to have discussion, the bidder shall be in a



position to depute, at short notice, his representative(s) having full authority for discussions on technical parameters as well as Commercial Terms and Conditions of the Contract.

22.2 **Instructions for Quoting:**

22.2.1 In the Schedule of Prices, the Bidders shall quote

i. **Phase I activities:**

Bidder shall quote Charges towards Phase-I for each individual items of Phase-I activities furnished in Schedule of Prices.

ii. **Phase II activities:**

Bidder shall quote Base Mining Charge per Ton of Coal in the Schedule of Prices as per Scope of Work mentioned in TD.

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.

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.

illustration:

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 their initial price bid such that the total price shall be equal to the lowest quoted Bid Price after the Price Negotiation.

24.0 **Agency Commission:**

No Agency commission shall be payable under this Contract.

25.0 **Vital Clauses:**

All the clauses in the Tender Document are vital and no deviations are permitted in these clauses.

26.0 **Signature of Bids:**

26.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and the Form of Bid must be signed and sealed by the Bidder with his full signature.

26.2 Bid must be signed with the legal corporate name of the Corporation/Company by the President, Managing Director or by the Secretary or any other person or persons Authorized to submit bid on behalf of such Corporation/Company and shall contain the Official seal of the Company.

26.3 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his Principal are liable for rejection. Satisfactory proof of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

26.4 The Bid/offer submitted in anonymous/pseudonymous shall be rejected.

26.5 Any corrections, erasure or other changes in the Bid documents shall be duly authenticated by appending signatures/initials and seals, if any of the person signing the Bid.



26.6 If a bidder is represented by an authorized representative / Agent / Power of Attorney holder, such authorized representative, agent etc. shall not sign and submit any other bids in his Personal behalf or by representing any other bidders. If more than one bid are received from any person in his personal capacity and / or representative capacity, all such bids will entail in rejection.

27.0 Award Criteria:

27.1 The HPGCL will award the contract to the bidder who meets the Qualifying Requirements, techno-commercial aspects, determined as substantially responsive and who have become the lowest quoted Bidder after conclusion of Price Negotiation as mentioned in para 23 above.

27.2 The HPGCL reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder/Bidders and not obliged to inform the grounds of such action.

27.3 The HPGCL will be the sole Judge in this regard.

28.0 Issue of Letter of Award:

28.1 HPGCL shall determine the lowest quoted Bidder through the Price Negotiation in accordance to the process outlined in Annexure-17 hereof.

28.2 HPGCL may issue the lowest Bidder with the Letter of Award confirming that the Bidder is the Selected Bidder.

28.3 The Coal Mining Agreement shall come into force from the date mentioned in the Coal Mining Agreement and shall constitute valid and binding obligations enforceable on both the Parties, in accordance with and subject to its terms and conditions.

29.0 Signing of Coal Mining Agreement:

29.1 Subsequent to issuance of Letter of Award, HPGCL shall send to the Selected Bidder the Coal Mining Agreement incorporating all Corrigendum(a) issued from time to time by HPGCL, along with all supporting documents and annexures.

29.2 In case the Selected Bidder is a consortium, within 30 (thirty) days of issuance of Letter of Award, the Bidder shall form a SPV company incorporated under the applicable **Indian** Laws. The Authorized Signatory of each Consortium member shall also sign the Coal Mining Agreement and shall remain jointly & severally bound by the terms and conditions of the Coal Mining Agreement and shall be responsible and liable to HPGCL for the performance of all contractual obligations throughout the Contract Period, as if it were, individually, the Mine Developer and Operator.

29.3 Within 30 (Thirty) days of receipt of the Coal Mining Agreement, the Selected Bidder shall sign and date the Coal Mining Agreement along with all the supporting documents and annexures and return the same to HPGCL.



If the Bidder is qualified/ meeting QR based on the strength/ experience of its Promoter/ Subsidiary / Holding Company, then such Promoter/ Subsidiary/ Holding Company shall also sign the Coal Mining Agreement and shall remain jointly & severally bound by the terms and conditions of the Coal Mining Agreement and shall be responsible and liable to HPGCL for the performance of all Contractual Obligations throughout the Contract Period, as if such Promoter/ Subsidiary/Holding Company shall be Mine Developer and Operator.

The MDO shall within 30 (thirty) days from the date of signing of the Coal Mining Agreement shall furnish the Performance Security Bank Guarantee as per the terms and conditions given in the Coal Mining Agreement.

30.0 Confidentiality

HPGCL shall at all times treat all information, submitted or received by it as part of Bids, in confidence and treat the same in confidence (except for the purpose of verification in terms of the tender document). HPGCL shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to seek such information. Bidders will not disclose any Confidential Information to third parties without the prior written consent of HPGCL except as expressly permitted in this document.

31.0 Proprietary Data

All documents and other information supplied by HPGCL or submitted by a Bidder to HPGCL shall remain or become the property of HPGCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and Submission of their Bids. During the Contract Period, the MDO will not, without the prior written consent of HPGCL, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by HPGCL.

32.0 Contract Period

32.1 "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.

32.2 Provided that, not later than 1 year before the expiry of the Contract Period, the Parties may, with mutual agreement, extend the Contract Period for such further period and on such terms and conditions as the Parties may mutually agree.

33.0 Local Office:

In order to ensure regular coordination and communication with HPGCL, the MDO shall have an office in Project Site within Ninety days from the date of LOA to the



end of the Contract Period.

34.0 **Bank Guarantees:**

All the Bank Guarantees to be submitted by the Successful Bidder / MDO as provided in the clauses referred in the Coal Mining Agreement shall confirm to the following:

"The Bank Guarantee (BG) issued by the Issuing Bank on behalf of Successful Bidder/MDO in favour of "Harayana Power Generation Corporation Limited (HPGCL)" shall be in paper form as well as issued under the "Structured Financial Messaging System (SFMS)". The details of beneficiary for issue of BG under SFMS platform is furnished below:-

Name of Beneficiary & its details		Beneficiary Bank, Branch & Address	IFSC code
Name	Unit/Area/ Division		
Harayana Power Generation Corporation Limited (HPGCL)	-	HPGCL's Account No.: 00000055116605328 Branch Address: SCO 103-106, SEC-17 B, CHANDIGARH	SBIN0009926

The above particulars are to be incorporated by the Issuing bank properly while issuing BG under SFMS mode.

35.0 **Time Schedule:**

Please refer Schedule -G of Volume-2 of Tender Document.

Note: For mining, the tentative time schedule has been given. However, the time schedule may be modified by HPGCL based on the approved Mining Plan.

36.0 **Corrupt or Fraudulent Practices:**

36.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein. HPGCL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the Bidding Process.

36.2 Without prejudice to the rights of HPGCL under Clause 36.1 herein above, if a Bidder is found by HPGCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a Bidder shall not be eligible to participate in any tender issued by



HPGCL for a period to be specified, from participating in any of their tenders and /HPGCL reserves the right to inform the matter to other PSUs/statutory Bodies and the decision of /HPGCL in this regard shall be final and binding on the Bidder(s). HPGCL / shall also take remedial measures against such Bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

- 36.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to the
- a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of HPGCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the letter of Award or has dealt with matters concerning the Coal Mining Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HPGCL shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Award or after the signing of the Coal Mining Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Coal Mining Agreement, who at any time has been or is a legal, Financial or technical adviser of HPGCL in relation to any matter concerning the Project;
 - b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by HPGCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
 - e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
 - f. "**collusive bidding**" or "**bid rigging**" mean any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding.



37.0 **Disclosure of information:**

The Bidder (Sole Bidder/JV Company/Consortium) shall also disclose all MoUs/ agreements/ etc. entered into with any agency(s) in addition to the agreements entered with the Promoters of the JV Company/between the members of the Consortium related to this tender in the online Qualifying Requirements Form and any such happenings till date of submission of bid.

The MDO shall obtain the consent of HPGCL before entering into any MoU/agreement etc. with any other agency/agencies till the completion of Contract Period. Any deviation to this clause shall be deemed to be a “Material Adverse Effect” and HPGCL reserves the right to deal with it accordingly.

Chief Engineer-Fuel
HPGCL, Panchkula



ANNEXURES AND FORMS



ANNEXURE-1: FORMAT FOR COVERING LETTER

(To be submitted on the letter head of the Bidder or on the letter head of the Lead Member of the consortium by attaching in his e-bid)

Letter No. [•] Dated

[•]From

Bidder's/ Lead Member of consortium's Name and Address

Details of Authorized Signatory

Name¹ :

Designation :

Telephone No.:

Mobile No. :

Fax No. :

E mail :

To

Chief Engineer-Fuel

URJA BHAWAN, C-7,

SECTOR-6, HPGCL,

PANCHKULA - 134109

Dear Sir.

Subject: Submission of Proposal for Selection of Mine Developer and Operator for Development and Operation of Kalyanpur-Badalpara Coal Block.

Ref. No....., Dt.....

1. With reference to your tender No. [•] dated [•] we have examined the tender document and understood its contents, hereby submit our Bid for Selection as Mine Developer and operator for Development and Operation of Kalyanpur-Badalpara Coal Block. Our Bid is unconditional and unqualified. We are submitting our proposal as part of the requirements of the Bidding Process.
2. We. [•]² being a company duly incorporated under the laws of [•]³ and having its registered office at [•](hereinafter referred to as the "Bidder") are hereby submitting our Bid as a Single Bidder.

OR

We [•]⁴ being a company) duly incorporated under the laws of [•]⁵ and having its registered office at [•], (hereinafter referred to as the "Bidder") are hereby submitting our Bid as a Single Bidder while using the financial strength of our [Direct Holding / Subsidiary Company]⁶

The [Direct Holding / Subsidiary Company]⁶ whose financial strength is being used for

¹ Name of Bidder

² Name of the Bidder

³ Jurisdiction in which the company is incorporated

⁴ Name of Bidder

⁵ Jurisdiction in which the company is incorporated

⁶ To be retained as applicable



meeting the Qualification Requirements are:

- i. [•]⁷ being a company duly incorporated under the laws of [•]⁸ and having its registered office at [•].

OR

We. [•]⁹ being a Company duly incorporated under the laws of [•]¹⁰ and having its Registered Office at [•] (hereinafter referred to as bidder) are hereby submitting our bid as a Joint Venture Company (JVC) using the [technical credentials and experience and /or financial strength) of our {Promoter Company (ies)}¹¹

The [Promoter Company (ies) of JVC] whose technical credentials and experience and / or financial strength/ is being used for meeting the Qualification Requirements are:

- i. [•]¹² being a company duly incorporated under the laws of [•]¹³ and having its registered office at [•].

and

- ii. [•]¹⁴ being a company duly incorporated under the laws of [•]¹⁵ and having its registered office at [•],

OR

We. [•]¹⁶ (hereinafter referred to as the "Bidder") are hereby submitting our Bid as a consortium, comprising of the following members:

- (i) [•]¹⁷ being a company duly incorporated under the laws of [•]¹⁸ and having its registered office at [•], as the lead Member: (Consortium Member 1)
- (ii) [•]¹⁹ being a company duly incorporated under the laws of [•]²⁰ and having its registered office at [•], (Consortium Member 2)

3. I/We acknowledge that HPGCL will be relying on the information provided in the Techno-Commercial Proposal (Cover-I) and the documents accompanying the Techno-Commercial Proposal (Cover-I) for qualification of the Bidders, and we certify that all information provided in the Techno-Commercial Proposal are true and correct: nothing has been omitted which renders such information misleading: and all documents accompanying the Techno-Commercial Proposal are true copies of their respective originals.

⁷ Name of Direct Holding / Subsidiary Company
⁸ Jurisdiction in which the company is incorporated
⁹ Name of the Bidder (Joint Venture Company)
¹⁰ Jurisdiction in which the company is incorporated
¹¹ To be retained as applicable
¹² Name of the Promoter Company
¹³ Jurisdiction in which the company is incorporated
¹⁴ Name of the Promoter Company
¹⁵ Jurisdiction in which the company is incorporated
¹⁶ Name of Consortium
¹⁷ Name of Lead Member: (Consortium Member 1)
¹⁸ Jurisdiction in which the company is incorporated
¹⁹ Name of Consortium Member 2
²⁰ Jurisdiction in which the company is incorporated



4. This Proposal is being submitted for the express purpose of qualifying as a Bidder for the Selection of Mine Developer and Operator for Development and Operation of Kalyanpur-Badalpara Coal Block.
5. We shall make available to HPGCL; any additional information it may find necessary or require to supplement or authenticate our Techno-Commercial Proposal.
6. We acknowledge the right of HPGCL to reject our Techno-Commercial Proposal/ Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
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.
8. We declare that:
 - a. We have examined and have no reservations to the tender document, including any Corrigendum / Addendum issued by HPGCL.
 - b. We do not have any conflict of interest in accordance with Clause 8.0 of NIB of the tender document:
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 36.0 of the tender document (Instructionsto Bidders) in respect of any tender or request for proposal issued by or any agreement entered into with HPGCL or any other public sector enterprise or anygovernment Central or State and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 36.0 of the Tender document (Instructions to Bidders) no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We understand that HPGCL may cancel the Bidding Process at any time and that you are neither bound to accept any Techno-Commercial Proposal/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 21.0 of the tender document.
10. We believe that we/ our proposed consortium satisfy(s) all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a



Bid.

11. We declare that we/ any member of the consortium, or our Direct Holding / Subsidiary Company are not another Bidder/ or a member of a/ any other consortium submitting a Techno- Commercial Proposal /Bid for Selection of Mine Developer and Operator for Development and Operation of Kalyanpur-Badalpara Coal Block.
12. We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or our/ their Direct Holding / Subsidiary Company have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. We further certify that in regard to matters relating to security and integrity of the country, we/ any member of the consortium or our/ their Direct Holding / Subsidiary Company have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this tender document, we shall intimate HPGCL of the same immediately.
15. The Techno-Commercial Proposal and Bid submitted by us shall be valid for a minimum period of 180 days from Bid Submission Date or any extension thereof as requested by HPGCL.
16. We further declare that by submitting this Bid, we agree to be bounded by the terms and conditions of the tender document.

Thanking you,

Date:

Place:

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Common Seal:



ANNEXURE -2 FORM OF BID (A)

(To be submitted on the letter head of the Bidder or on the letter head of the Lead Member of the consortium by attaching in his e-bid)

Letter No. [•] Dated

[•]From

Bidder's/ Lead Member of consortium's Name and Address

Details of Authorized Signatory

Name²¹ :

Designation :

Telephone No.:

Mobile No. :

Fax No. :

E mail :

To

Nodal Officer

URJA BHAWAN, C-7,

SECTOR-6, HPGCL,

PANCHKULA - 134 109

Sub: HPGCL Tender. No.....

<<>>

1. Having carefully examined all the Tender Documents attached to your Invitation to Bid No..... dated, and its Amendments / errata / Corrigendum / Clarifications issued till the date of tender submission, we agree to Complete the works in conformity with all the terms and conditions stated in Tender Documents and its Amendments / Errata / Corrigendum / Clarifications issued till the date of tender opening and as per time schedule given in Tender Document. The services offered are of best and of latest technology and of international standards.
2. I / We declare and certify that I / We fully satisfy the Qualifying Requirements and the documentary proof as called for, have been annexed.
3. We undertake, in case our bid is accepted, to commence the work from the date of Letter of Award and to complete the whole of the work and responsibilities comprised in the contract as per time schedule given in Tender document.
4. We are submitting the Bid Guarantee/EMD for a sum of Rs 15,00,00,000 (Rupees Fifteen Crores only), in the form of as instructed by you. This Bid Guarantee / EMD shall be governed as per the stipulations provided in the "Instructions to Bidders".

²¹ Name of Bidder



5. We agree to abide by and keep our Bid valid initially for a period of 180 days from the date of opening of Bid (Cover I) by HPGCL and it shall remain binding on us and may be accepted at any time before the expiry of that period.
6. Should our Bid be accepted, we hereby agree to abide by and fulfill all Terms and conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to HPGCL or HPGCL 's successors, assignees or authorized nominees such sum of money as are stipulated in conditions contained in Tender Documents and agree to furnish Bank Guarantee for Performance Security as per the proforma prescribed by HPGCL and acceptable to HPGCL for a sum as stipulated in the Article 9 of the Volume-2 of the Tender document towards security for the fulfillment of its obligations under Coal Mining Agreement within 30 days from the date of signing of Coal Mining Agreement. We understand that HPGCL is not bound to accept the lowest or any Bids received and HPGCL has the right to reject any bid, without assigning any reason whatsoever.
7. This Bid together with written acceptance thereof shall constitute a binding CONTRACT between HPGCL and ourselves till a formal contract is executed.
8. Dated this day of

Witness 1:
Signature
Name in Block Letters
Occupation

Signature

Address

Name in Block Letters

Witness 2:
Signature
Name in Block Letters
Occupation

DESIGNATION

Address

(Company seal)



ANNEXURE - 2A

Bid Guarantee / EMD Format

NOTE:

1. This guarantee should be furnished by a Scheduled Commercial Bank or Nationalized bank, authorized by Reserve Bank of India (RBI) (Other than Bank of China) in the format as given below.
2. This Bank Guarantee should be furnished on stamp paper of value not less than Rs 100 as per Stamp Act. Bank Guarantee issued by foreign banks shall be in the letter head of the issuing Bank.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee / Name of the Bidder.
4. Bank Guarantee furnished in physical form shall be verifiable by SFMS mode. Any Bank Guarantee submitted in physical form which cannot be verifiable through SFMS will be rejected summarily.
5. The Bank Guarantee may also be furnished by a foreign bank authorized by RBI.



BANK GUARANTEE No.:

Date:

Ref : Tender No.

To
Nodal Officer
URJA BHAWAN, C-7,
SECTOR-6, HPGCL,
PANCHKULA - 134 109

Dear Sirs,

In accordance with and in response to the 'Invitation to Bid' invited by HPGCL, under Tender No. dated M/s..... herein after called the Bidder, having its registered office/Head office atwith the following Directors on their Board of Directors / partners of the firm,

- | | |
|---------|---------|
| 1..... | 2..... |
| 3 | 4..... |
| 5..... | 6 |
| 7..... | 8..... |
| 9..... | 10..... |

wish to participate in the said bid for

As an irrevocable Bank Guarantee against Bid Guarantee /EMD for a sum of INR 15,00,00,000 (Rupees Fifteen Crores only) valid for 180 days from (the date of bid opening) is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid documents.

We, the Bank at having our Head Office at (local address) guarantee and undertake to pay immediately on demand by M/s Haryana Power Generation Corporation Limited (HPGCL) the amount without any reservation, protest, demur and recourse. Any such demand made by the M/s Haryana Power generation Corporation Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

The guarantee shall be irrevocable and shall remain valid up to If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose



behalf this guarantee is issued. Notwithstanding anything contained herein:

- a. our liability under this bank guarantee shall not exceed (in words)
- b. this bank guarantee shall be valid upto; and
- c. we are liable to pay the guaranteed amount or any part thereof under this bankguarantee only and only if you serve upon us a written claim or demand on or before

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this [•] day of [•] at

WITNESSES

(Signature)

1. Signature

Name in Block Letters:

Name in (Block letters)

Occupation

Designation

Address:

Staff code No.

2. Signature

Name (in Block letters)

(Bank's Seal)

Occupation

Address



ANNEXURE-2-B
BID GUARANTEE DETAILS

Sl.No	Description	Bidder Response
1	Bank Guarantee No.	
2	Bank Guarantee Date	
3	Details of Stamp paper	
3.1	Stamp Paper Amount	
3.2	Whether stamp paper purchased in the Name of the Bank	
3.3	Stamp paper purchased address	
3.4	Date of Purchase	
4	Bank details	
4.1	Banker's Name	
4.2	Bank email id	
4.3	Bank Phone No.	
4.4	Banker's Address	
4.5	Banker's Seal	
5	Manager's Name & No.	
6	Whether signed by two Witness	
7	Whether overwriting/cutting if any on the BG authenticated undersignature & seal of executants	
8	Whether the BG has been issued by a Scheduled commercial Bank in India	
9	If the bank guarantee issued by a foreign bank, whether it is in the approved list of RBI.	
10	Details of value and validity	
10.1	Currency of BG	
10.2	Value of BG	
10.3	Validity upto	
11	Whether Bank Guarantee is as per HPGCL Format	
12	Please attach copy of bid guarantee	
13	Whether SFMS mode confirmation/intimation from the banker is Furnished.	
14	Please attach the details of SFMS intimation.	



ANNEXURE-3

Certificate for Site Visit

(To be submitted on the letter head of the Bidder or on the letter head of the Lead Member of the consortium by attaching in his e-bid)

From

To

To
Nodal Officer
URJA BHAWAN, C-7,
SECTOR-6, HPGCL,
PANCHKULA - 134 109

Subject: Submission of Certificate for site visit - Reg.

<<>>

We (firm's Name) hereby certify that as per Cl. No. 12.0 of Instruction to Bidder (Clarifications and Site visit), the site allocated for the above work have been visited by us on20.....

Signature

Name in Block Letters
DESIGNATION

(Company seal)



ANNEXURE-4

**Registered and/or Notarized Power of Attorney for Single / Joint Venture
Company Bidder**

*(to be submitted by the bidder in Physical form under Part-I of his Bid and also by
attaching a scanned copy in his e-bid)*

1. Know all men by these presents, we(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),..... Son/daughter/wife of..... and presently residing at who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Selection of Mine Developer and Operator for Development and Operation of Kalyanpur Badalpara Coal Block being developed by HPGCL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to HPGCL representing us in all matters before HPGCL , signing and execution of all contracts including the Coal Mining Agreement and undertakings consequent to acceptance of our bid, and generally dealing with HPGCL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Coal Mining Agreement with HPGCL.

AND we here by agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of this powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

.....

(Signature, name,
designation and
address) Witnesses:

1.

2.

Accepted
(Signature)

[Notarized]



(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Registered and/or Notarized Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as aboard or share holders' resolution/ power of attorney in favor of the person executing his Power of Attorney for the delegation of power here under on behalf of the Bidder.



ANNEXURE - 5

Registered and/or Notarized Power of Attorney for Lead Member of Consortium

(To be executed on stamp paper of appropriate value)
(to be submitted by the bidder in Physical form under Part-I of his Bid and also by attaching a scanned copy in his e-bid)

Whereas the HPGCL, has invited bids from interested parties for **Selection of Mine Developer and Operator for Development and Operation of Kalyanpur - Badalpara Coal Block (the "Project")**.

Whereas and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender Document (TD) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office atand M/s..... having our registered office at..... , (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/shaving its registered office at(acting through Mr. [.] its [.] , Mr. [.] , its [.] , jointly or severally), being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with HPGCL and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/or upon award thereof till the Contract Agreement is entered into with HPGCL



AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF 2023

For.....
(Signature)

..... (Name & Title) For..... (Signature)

..... (Name & Title)

Witnesses:

[Notarized]

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders 'resolution /power of attorney in favor of the person executing this registered and/or Notarized Power of Attorney for the delegation of power here under on behalf of the Bidder.



ANNEXURE-6
Format for Qualifying on the Technical Criteria[®]

(To be submitted on the letter head of the Sole Bidder or on the letter head of the Joint Venture Company or on the letter head of the Lead Member of the consortium by attaching a scanned copy in his e-bid)

(Individual formats to be submitted for work experience from each mine)

Name of the Bidder:

Name of the Joint Venture (JV) Promoters (as applicable):

Name of the Member of the Consortium (as applicable):

Sl. No.	Items	Particulars	Reference document attached	At page no. (of uploaded pdf file)
1.	Nature of experience (as owner/contractor)			
2.	Name of the mine/project			
3.	Name and address of owner of mine/project or employer awarding the work, as applicable			
4.	Work order ref. no. (in case of contractor / Reference no. of document(s) showing ownership/title/rights and for operation of mine/project (in case of owner)			
5.	Percentage (%) share of the Bidder (100% in case of owner & single member; actual Percentage share as JV Partner or consortium member) [*]			
6.	Period of qualifying experience [#] (not exceeding consecutive 365 days)			
a.	Start date (dd-mm-yyyy)			
b.	End date (dd-mm-yyyy)			



7.	Type of material handled (e.g. coal & OB, lignite & OB, coal only, OB only, lignite only, iron ore/ bauxite/ Manganese ore/copper ore/ any other Minerals(mentioned under Schedule I of MMDR Act) etc.)			
8.	Break-up of the claimed composite volume in the work Experience			
a.	Overburden (million m ³)			
b.	Coal/ Lignite/ iron ore/ bauxite/ manganese ore/copper ore/ any other Minerals (mentioned under Schedule I of MMDR Act) (specify name) (million tonnes)			
c.	Specific gravity considered			
d.	Volume of Coal/ Lignite / iron ore/ bauxite/manganese ore/copper ore /any other Minerals(mentioned under Schedule I of MMDR Act) (specify name)(million m ³)			
9.	Actual composite volume of work executed (Mm ³)			
10.	Eligible volume of work executed (Mm³)(5 x9)			
11.	Average stripping ratio [§]			

Note:

@ Provide details of only those work experience that have been undertaken by the Bidder under its own name and/or by JV Partners or Consortium member specified in QR Clauses.

* In case of Consortium, the percentage share, for considering qualifying experience, should not be less than 26%.

For each work experience, the start date should be greater than or equal to the start date of the qualifying period and the end date should be less than or equal to the end date of the qualifying period).

§ For estimation of volume of Overburden (OB) removal, in case documentary evidence for Overburden removal is not submitted at Sl. No. 8.



ANNEXURE-7

Format for Qualifying on the Financial Criteria

(To be submitted on the letterhead of the Bidder or on the letter head of the Lead Member of the consortium by attaching a scanned copy in his e-bid)

Requirement-(i)

The Average Annual turnover of the Bidder, in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than **INR 1000.00 Crore (Indian Rupees One Thousand Crore only)**

Particulars	Bidder/ Lead Member
Name	
Currency	In INR
Turnover as on the 1 st preceding financial year	
Turnover as on the 2 nd preceding financial year	
Turnover as on the 3 rd preceding financial year	
Average	

Requirement-(ii)

The Average Net Worth of the Bidder, in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than **INR 500.00 Crore (Indian Rupees Five Hundred Crores only)**.

Particulars	Bidder/ Lead Member	Other Member	Total
Name			
Currency	In INR	In INR	In INR
Net Worth as on the 1 st preceding financial year			



Net Worth as on the 2 nd preceding financial year			
Net Worth as on the 3 rd preceding financial year			
Average			

Other Member may be Bidder's Direct Holding / Subsidiary Company / Consortium Member as applicable.

Requirement-(iii)

The Average Annual Cash Accrual of the bidder in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than INR 100.00 Crores (Indian Rupees One Hundred Crores only). Cash accrual shall be calculated as the sum of profit after tax (PAT), depreciation and non-cash expenses.

Particulars	Bidder/ Lead Member
Name	
Currency	In INR
Cash Accrual as on the 1 st preceding financial year	
Cash Accrual as on the 2 nd preceding financial year	
Cash Accrual as on the 3 rd preceding financial year	
Average	

Requirement-(iv)

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 should not be less than **INR 50 Crores (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.



Particulars	Bidder/ Lead Member	Total
Name		
Date		
Bank Name		
Currency	In INR	In INR
Total Un utilized Line of credit		
Cash and Bank Balances		
Fixed Deposits		
Total		

Note:

- Documentary evidence to be provided as per clause Financial Criteria of QR Clause of NIB hereof
- Add more rows in case there is more than one bank for each member.



ANNEXURE -8

Format for Registered and/or Notarized Consortium Operating Agreement
(To be executed on stamp paper of appropriate value)

(to be submitted by the bidder in Physical form under Part-I of his Bid and also by attaching a scanned copy in his e-bid)

THIS CONSORTIUM OPERATING AGREEMENT is entered into on this the day of 20...

AMONGST

1. a company being a company duly incorporated under the laws of [•]²² and having its registered office at [•] (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. a company being a company duly incorporated under the laws of [•]²³ and having its registered office at [•] (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- A. "HPGCL (on behalf of HPGCL) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns, has invited Bids (the "**Bids**") by its Tender document No. [•] dated [•] (the "tender Document") for pre-qualification and short-listing of bidders for **Selection of Mine Developer and Operator for Development and Operation of Kalyanpur-Badalpara Coal Block** (the "**Project**").
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other tender documents in respect of the Project, and
- C. It is a necessary condition under the tender document that the members of the

²² Jurisdiction in which the company is incorporated

²³ Jurisdiction in which the company is incorporated



Consortium shall enter into a Consortium Operating Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1.0 Definition²⁴ and Interpretations

2.0 Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3.0 Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a the Coal Mining Agreement with HPGCL , and for performing all its obligations as the MDO in terms of the Coal Mining Agreement for the Project.

4.0 Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing date of the Coal Mining Agreement when all the obligations of the SPV shall become effective;

(b) In addition to the above, the role of the Party of the first Part shall be as follows:

[to be provided by consortium, Lead Member]

(c) The role of the Party of the Second Part shall be as follows:

²⁴ In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning given thereto under the tender



[to be provided by consortium, other Member]

5.0 Joint and Several Liability:

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the tender, tender document and the Coal Mining Agreement.

6.0 Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: [•] % Second Party: [•] %

6.2 The Parties undertake that no change in the above ownership of the subscribed and paidup equity share capital of the SPV shall be permitted throughout the Contract Period, without the prior written approval of HPGCL

6.3 The Parties undertake that a minimum of 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV shall, at all times till expiry or termination of Coal Mining Agreement, be held by the Party of the First Part.

6.4 The Parties undertake that a minimum of 26% (Twenty Six percent) of the subscribed and paid up equity share capital of the SPV shall, at all times till expiry or termination of Coal Mining Agreement, be held by the Party of the Second Part.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender document and Coal Mining Agreement.

7.0 Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement:
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not to the best of its knowledge:



- i. require any consent or approval not already obtained:
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof:
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it. And
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8.0 Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until expiry or termination of Coal Mining Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by HPGCL to the Bidder, as the case may be.

9.0 Miscellaneous

- 9.1 This Consortium Operating Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of HPGCL



IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of FIRST PART (LEAD MEMBER)

(Signature)
(Name)
(Designation)
(Address)

In the presence of: SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART (CONSORTIUM MEMBER)

(Signature)
(Name)
(Designation)

1.

2.

Notes:

1. The mode of the execution of the Consortium Operating Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Consortium member should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.



ANNEXURE-9

Format for Registered and/or Notarized Joint Operating Agreement

(To be executed on stamp paper of appropriate value)
(to be submitted by the bidder in Physical form under Part-I of his Bid and
also by attaching a scanned copy in his e-bid)

This Joint Operating Agreement ("JOA") is executed on this [] day of [] of year [] between M/s [] a company incorporated under the law of [] and having its registered office or principal place of business at [] (hereinafter called the "Bidder" which expression shall include its successors, executors and permitted assigns)

And

[] a company incorporated under the laws of [] and having its registered office or principal place of business at [] (hereinafter called the "Operating Partner", which expression shall include its successors, executors and permitted assigns);

The Bidder and the Operating Partners are hereinafter referred to individually as Party and collectively as Parties.

[Note to Bidders: The Bidders should provide details of their Direct Holding / Subsidiary Company whose Financial Strength had been offered for evaluation in the Covering Letter of Techno-Commercial Proposal]

WHEREAS

- A. **HPGCL**, a company incorporated under the Companies Act 1956, and having its registered office at Panchkula, Haryana, India intends to select a Mine Developer and Operator for Development and Operation of Kalyanpur-Badalpara Coal Block.
- B. In order to meet the Financial Criteria of the Qualifying Requirements stipulated in Clauses 2.3, 2.4 & 2.5 of the tender document, (Instruction to the Bidders) the Bidder has relied on the strength of Direct Holding / Subsidiary Company and is therefore required to enter into this JOA to bind the Operating Partners to the provisions of the Coal Mining Agreement ("**Coal Mining Agreement**")
- C. **The Operating Partner - Direct Holding / Subsidiary Company of the Bidder.**
- D. The Parties now wish to enter into this JOA in order to create funding obligations in favor of HPGCL to the extent set forth as follows.



NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER

1. All capitalized terms used herein if not otherwise defined shall have the same meaning as those given to them in the Coal Mining Agreement
2. In consideration of HPGCL, awarding the Coal Mining Agreement, to and in favor of the Bidder inter alia relying on the strength and support of the Operating Partners to the Bidder pursuant to the terms of the Tender Documents, the Operating Partners hereby irrevocably and unconditionally agree and undertake to be jointly and severally be bound and liable for any and all acts and omissions of the Bidder, in the same manner and to the same extent as set forth in the Coal Mining Agreement. For the avoidance of doubt, it is clarified that
 - (a) any service by HPGCL, of a notice pursuant to terms of the Coal Mining Agreement shall be deemed to be services of notice to the Operating Partners, on a several basis;
 - (b) the Parties hereby assume full responsibility and liability for the performance by the Bidder of its obligations in accordance with and subject to the terms of the Coal Mining Agreement read with this JOA:
 - (c) the Operating Partners confirm that in the event the Bidder is successful in its bid and is awarded the Coal Mining Agreement, each of the Operating Partners shall promptly and in no event later than 30 (thirty) days following the date of signing of Coal Mining Agreement furnish Performance Security in favor of HPGCL , as per the provisions of the Coal Mining Agreement:
 - (d) Subject to Clause 3 of this JOA, upon any default, whatsoever by the Bidder in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Coal Mining Agreement. HPGCL , may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the Bidder, require the Operating Partners to hold HPGCL , harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest, cost, fee, or expenses (including, without limitation, reasonable attorneys' fees and expenses) suffered, incurred or paid by HPGCL , as a result of, in connection with or arising out of such default; and
 - (e) the obligations of the Operating Partners or the rights of HPGCL , hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time any dispute before any court (whether in India or abroad), arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Coal Mining Agreement between the Bidder and HPGCL



3. Notwithstanding anything to the contrary contained in this JOA or the Coal Mining Agreement, the aggregate liabilities and obligations of the Operating Partner under or in connection with this JOA shall not exceed the aggregate liabilities and obligations of the Bidder under the Coal Mining Agreement and it shall continue to remain into force till the mine achieves Peak Rated Capacity for any 12 (twelve) continuous months of operation; provided that nothing contained in this Clause 3.0 shall deem to affect the rights of HPGCL , that arise before such time referred to above.
4. The Operating Partners hereby irrevocably and unconditionally undertake, agree and acknowledge that their respective obligations hereunder:
 - a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Services of the Coal Mining Agreement, or the insolvency, bankruptcy, reorganization, dissolution, winding-up or liquidation of the Bidder or any change in the ownership of the Bidder, or any purported assignment by the Bidder or any other circumstances whatsoever which might otherwise constitute a defense or discharge of a guarantor or surety:
 - b) shall not be affected by the existence of or release or variation of any guarantee of or security for any of the obligations of Bidder under the Coal Mining Agreement:
 - c) shall not be affected by any failure by HPGCL , to pay or perform any of their obligations under the Coal Mining Agreement, or any waiver of any of such obligations;
 - d) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Bidder under the Coal Mining Agreement: and
 - e) shall not be affected by any failure, omission or delay on HPGCL 's part to enforce, assert or to exercise any right, power or remedy conferred on HPGCL , in this JOA or any such failure, omission or delay on HPGCL 's part in connection with any obligation of the Bidder under the Coal Mining Agreement.
5. Each Party hereby represents and warrants that:
 - a) shall not be affected by any failure, omission or delay on HPGCL 's part to enforce assert or to exercise any right, power or remedy conferred on HPGCL , in this JOA or any such failure, omission or delay on /HPGCL 's part in connection with any obligation of the Bidder under the Coal Mining Agreement.
 - b) it is duly organized and validly existing under the laws of the jurisdiction of



their organization, with full power, authority and capability to enter into this JOA and to perform all acts and obligations contemplated herein:

- c) the signature and delivery of this JOA on its behalf and the exercise of its rights and performance of its obligations under this JOA have been duly authorizes;
 - d) this JOA has been duly signed and delivered by it and its obligations described in this JOA are legal, valid and binding obligations of such Party: and
 - e) the execution and/or performance of this JOA:
 - i. will not conflict with or violate any provision of any of its constitutional documents /charters or other organizational document
 - ii. will not require any notice to or filing with, or any Approval of, any Authority or the consent of any third party,
 - iii. will not conflict with, result in a breach of constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any person the right to terminate, modify or cancel, or require any notice consent or waiver under, any contract or instrument to which such Party is a party or by which such Party is bound or to which any of such Party's assets are subject;
 - iv. will not result in the creation or enforcement of any Security Interest upon any assets of the Bidder;
 - v. will not violate any Applicable Law or any order, writ, injunction, or decree applicable to it.
6. This JOA shall be construed and interpreted in accordance with the laws of India. In the event of any dispute or claim of any kind whatsoever that may arise between the Parties or HPGCL, as a result of construction, interpretation or application of any of the terms and conditions of this JOA, such dispute shall be settled in accordance with terms of the Coal Mining Agreement. The courts having jurisdiction over Local courts of Panchkula, Haryana shall have exclusive jurisdiction in all matters under this agreement.
7. Subject to Clause 3, the Parties hereby acknowledge and agree that this JOA has been executed for the sole benefit of HPGCL , and for the specific purpose of ensuring that HPGCL receives the benefits of the Bidder's services under and in accordance with the Coal Mining Agreement Accordingly, HPGCL , shall, notwithstanding anything contained herein, at all times have the right to enforce the performance by the Operating Partners of their obligations pursuant to this JOA read with the Coal Mining Agreement and the Operating Partner hereby irrevocably and unconditionally waive any defense, rights or protection that



they may have in law, contract or otherwise in this regard.

8. None of the Operating Partner shall assign or delegate its rights, duties or obligations under this JOA and the Coal Mining Agreement in any manner whatsoever, except with prior written consent of HPGCL.
9. The Operating Partner agree that this Agreement shall be irrevocable and shall form an integral part of the Coal Mining Agreement. It is further agree that this Agreement shall continue to be enforceable till the mine achieves Peak Rated Capacity for any 12 (twelve) continuous months of operation.
10. The terms and conditions of this JOA shall not be amended or modified, except with prior written consent of HPGCL.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed these presents and affixed the common seals of their respective companies on the day.....month.....and... year (first Mentioned above at Place).

On behalf of the Bidder

Name:

Designation:

Common Seal of the BidderWitness-1

Witness-2

On behalf of the Operating Partner

Name:

Designation;

Common Seal of the Operating Partner

Witness-1

Witness-2

Note: Registered and/or Notarized Power of Attorney of the Persons signing the Joint Operating Agreement along with Board Resolution in support of Power of Attorney shall necessarily be furnished and to be attached with the signed Joint Operating Agreement.



ANNEXURE-10

Format for Registered and/or Notarized Affidavit

(To be executed on stamp paper of appropriate value)

(to be submitted by the Bidder including members of the Bidding Consortium / JV Company / Direct Holding / Subsidiary Company whose strength Bidder is taking for bid submission in Physical form under Part-I of his Bid and also by attaching a scanned copy in his e-bid)

Name

To,

.....
.....

Sir,

Subject: Selection of Mine Developer and Operator for Development and Operation of Kalyanpur-Badalpara Coal Block

We hereby declare that in respect of any Mining tender / contract issued by any government or any other utility during the last Five 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.”

I/We hereby declare that in case if the details declared above is found to be false, I/We shall have no objection to the forfeiture of the earnest money deposit/Bid Guarantee furnished by me/us with HPGCL including rejection of our bid and bear all the liabilities including penal action thereof.

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:



ANNEXURE - 11

Certificate of Total Compliance/ No Deviation Certificate

*(to be submitted on letterhead of the Bidder/ Lead Member of the consortium by
attaching a scanned copy in his e-bid)*

Dated : [•]

To

.....

.....

Subject: Undertaking of Compliance with the Scope of work, roles & responsibilities as mentioned in the Tender Document.

Sir,

1. I/We unconditionally offer to undertake the works as indicated in the Tender Document and hereby bind myself/ourselves to execute the work as per the scope stipulated in the Bidding Documents and under the subject- stated above
2. I/We have read the conditions of Tender Document attached hereto and agree irrevocably to abide by such conditions. We agree to execute the work and achieve the target without any let or demur or hindrance.
3. I/We also confirm that we have quoted our price for Charges for Phase-1 activities, Base Mining Charge (work component), & Transportation Charges less than the respective Bench Marks as per the tender conditions.
4. I/We bind myself/ourselves to furnish the required Performance Security failing which I/We shall have no objection to the forfeiture of the earnest money deposit/Bid Guarantee furnished by me/us with HPGCL and bear all the liabilities.

(Signature of the Authorized Signatory)

(Official Seal)

Name
Designation



ANNEXURE - 12
INTEGRITY PACT
(Not applicable)



ANNEXURE - 13

AVAILABLE MACHINERY/EQUIPMENT

(to be submitted on letterhead of the Bidder/ Lead Member of the consortium by attaching a scanned copy in his e-bid)

Equipment under the ownership and possession of the Bidder which are presently serviceable and would be used for execution of the Work.

Sl. No.	Type & detail of the Equipment (Model & Make)	Nos.	Age of each Equipment since invoice date	Capacity	Ownership



ANNEXURE - 14
ADDITIONAL MACHINERY/EQUIPMENT

(to be submitted on letterhead of the Bidder/ Lead Member of the consortium by attaching a Scanned copy in his e-bid)

Description of additional Equipment proposed for use in carrying out the work or expected to be available.

Type & detail of the Equipment (Model & Make)	Nos.	Age of each Equipment since invoice date	Capacity	Ownership

Machinery/Equipment included in Annexure -13 are not to be repeated in this Annexure.



ANNEXURE -15
FORM OF BID (B)

(to be submitted on letterhead of the Bidder/ Lead Member of the consortium by
attaching a scanned copy in his e-bid)

HPGCL's Tender No:
Bid No.

Dated:

From

To

.....

1. I/We, the undersigned have carefully examined and understood the Tender Documents including the amendments /errata /Corrigendum/Clarifications issued till the date of tender opening. I/We hereby agree to carry out the entire works as described in the specifications in conformity with the specifications and Tender documents, as per prices quoted by us in the Schedule of Prices.
2. In the event of our proposal being accepted, we agree to furnish a Bank Guarantee for Performance Security as per the proforma prescribed by HPGCL and acceptable to the HPGCL for a sum as indicated in Article 9 of Coal Mining Agreement (Volume 2 of Tender document) towards security for the fulfillment of its obligations under Coal Mining Agreement within 30 days from the date signing of Coal Mining Agreement. The Bid Guarantee shall be released only after the Performance Security issued in favor of HPGCL is received and accepted by HPGCL.

Signed this day of 20

Witness -1:

Signature

Name in Block Letters

Occupation

Address

Signature

Name in Block Letters

Witness -2: Signature

Name in Block Letters

Occupation

Address

DESIGNATION (Company seal)



ANNEXURE-16

SCHEDULE OF PRICES

GENERAL INSTRUCTIONS TO BIDDERS

- Bidders are requested to quote the price in the online price schedule form (Part II) only on the portal <https://etenders.hry.nic.in>.
- The bidders shall consider all prevailing laws and concession available and quote accordingly for offering most competitive price.
- 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 statutory charges applicable from time to time will be paid or reimbursed as per the applicable regulatory framework during the subsistence of Coal Mining Agreement on the Charges towards Phase-I activities, Base Mining Charge and Transportation Charges payable to MDO. All other Taxes, Duties, levies, cess, penalty (if any), on the goods, materials, equipment and services incorporated in and forming part of the Mines, charged, levied or imposed by any Government Instrumentality including all other statutory charges shall be to the account of the MDO only. HPGCL shall not pay/reimburse any other statutory charges unless otherwise it is explicitly mentioned in this agreement.
- However, statutory variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be on account of HPGCL during the Contract period: Documentary evidence shall be required from the MDO / selected Bidder for the same.
- HPGCL may ask Bidders to provide the break-up of the quoted price, along with the rationale for the same. On failing to provide the break-up of the quoted price or in the event the rationale provided by the Bidder is not acceptable to HPGCL, then such bids are liable to be rejected.
- The Reserves (Phase-II activities) mentioned in Price format are tentative / indicative. The quantity mentioned may vary/change upto any extent depending upon detailed exploration & subsequent Mining Plan approval along with Mine Closure Plan and as per requirement of HPGCL.



ANNEXURE-17

Kindly refer Guidelines or Office Order for Price Negotiation of Govt. of Haryana vide 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.



ANNEXURE-18

**REFER REGIONAL EXPLORATION REPORT BY GSI FOR BOREHOLE WISE SEAM DETAILS FOR
KALYANPUR-BADALPARACOAL BLOCK**

Attached with Corrigendum issued



ANNEXURE-19

FORMAT FOR SUBMITTING PRE-BID QUERIES (not applicable)

(Bidder shall submit its Queries strictly in the word / editable Format only on the email as mentioned in the SOT)

S.N.	Document Reference / Name	Page and Clause Reference	Existing Provision	Proposed Clause Modification / Clarification Required	Justification



I. QUALIFYING REQUIREMENTS FORM

Note: IN CASE BIDDER IS PARTICIPATING WITH CONSORTIUM MEMBER / JV PARTNER/ / DIRECT HOLDING / SUBSIDIARY COMPANY, THEN BIDDER HAS TO FILL THE RELEVANT FORM (CONSORTIUM MEMBER / JV PARTNER, / DIRECT HOLDING / SUBSIDIARY COMPANY) BEFORE FILLING 'QUALIFYING REQUIREMENTS' FORM.

Clause No.	QR Parameter/Details	Bidder's Response
	Route in which the Bidder is participating:	Header
	Bidder alone	Yes/No
	Bidder + Direct Holding Company/Direct Subsidiary company	Yes/No
	Bidder is a Joint Venture Company	Yes/No
	Bidder (Lead Member) + Consortium Member	Yes/No
	Upload Covering Letter as per Annexure-1	Upload
	TECHNICAL CRITERIA	
2.1	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 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.	Header
2.1_1a	Name of the First Mine (wherein quantity handled (composite volume) should not be less than 8.00 million cubic metre including production of at least 2.00 Million Tonnes of coal/lignite / iron/bauxite/ manganese/copper from the same	Text



	mine.)	
2.1_1b	Name of the Mine	Text
2.1_1c	Whether it is Opencast Mine	Yes/No
2.1_1d	Period of work	Text
2.1_1e	Start Date and End Date for Qualifying Period (Consecutive 365 days)	Text
2.1_1f	Mineral handled	Coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore// any other Minerals
2.1_1g	Quantity of Mineral excavated & transported not less than 2 million tonnes	Text
2.1_1h	Quantity of Overburden in Million Cubic Meters	Text
2.1_1i	Composite Volume not less than 8 Million Cubic Meters	Text
2.1_1j	Please attach the certificate from Mine Owner for the above	Upload
2.1_2a	Name of the Second Mine	Text
2.1_2b	Name of the Mine	Text
2.1_2c	Whether it is Opencast Mine	Yes/No
2.1_2d	Period of work	Text
2.1_2e	Start Date and End Date for Qualifying Period (Consecutive 365 days)	Text
2.1_2f	Mineral handled	Coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore// any other Minerals
2.1_2g	Quantity of Mineral excavated & transported in Million Tonnes	Text
2.1_2h	Quantity of Overburden in Million Cubic Meters	Text
2.1_2i	Composite Volume	Text
2.1_2j	Please attach the certificate from Mine Owner for the above	Upload
2.1_3a	Name of the Third Mine	Text
2.1_3b	Name of the Mine	Text
2.1_3c	Whether it is Opencast Mine	Yes/No
2.1_3d	Period of work	Text
2.1_3e	Start Date and End Date for Qualifying Period (Consecutive 365 days)	Text



2.1_3f	Mineral handled	Coal/ lignite/ ironore/ bauxite/ manganese ore/ copper ore// any other Minerals
2.1_3g	Quantity of Mineral excavated & transported in Million Tonnes	Text
2.1_3h	Quantity of Overburden in Million Cubic Meters	Text
2.1_3i	Composite Volume	Text
2.1_3j	Please attach the certificate from Mine Owner for the above	Upload
2.1_4a	Name of the Fourth Mine	Text
2.1_4b	Name of the Mine	Text
2.1_4c	Whether it is Opencast Mine	Yes/No
2.1_4d	Period of work	Text
2.1_4e	Start Date and End Date for Qualifying Period (Consecutive 365 days)	Text
2.1_4f	Mineral handled	Coal/ lignite/ ironore/ bauxite/ manganese ore/ copper ore // any other Minerals
2.1_4g	Quantity of Mineral excavated & transported in Million Tonnes	Text
2.1_4h	Quantity of Overburden in Million Cubic Meters	Text
2.1_4i	Composite Volume	Text
2.1_4j	Please attach the certificate from Mine Owner for the above	Upload
2.1_5a	Name of the Fifth Mine	Text
2.1_5b	Name of the Mine	Text
2.1_5c	Whether it is Opencast Mine	Yes/No
2.1_5d	Period of work	Text
2.1_5e	Start Date and End Date for Qualifying Period (Consecutive 365 days)	Text
2.1_5f	Mineral handled	Coal/ lignite/ ironore/ bauxite/ manganese ore/ copper ore / any other Minerals
2.1_5g	Quantity of Mineral excavated & transported in Million Tonnes	Text
2.1_5h	Quantity of Overburden in Million Cubic Meters	Text
2.1_5i	Composite Volume	Text



2.1_5j	Please attach the certificate from Mine Owner for the above	Upload
	Attach certificate on Qualifying Requirements on Technical Criteria as per Annexure-6	Upload
2.2	<i>The bidder shall have performed the activities of land acquisition or assisted in land acquisition, performed or 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 seven financial years reckoned from the date of Tender Floating.</i>	Header
2.2 a	Whether the bidder has performed the activities of land acquisition or assisted in land acquisition during last seven financial years reckoned from the original scheduled date of <i>Tender Floating</i> .	Yes/No
2.2 b	Whether the bidder has performed or assisted in obtaining statutory clearances during last seven financial years reckoned from the original scheduled date of <i>Tender Floating</i>	Yes/No
2.2 c	Whether the bidder has carried out infrastructure development such as construction of workshops, statutory buildings in Greenfield / Brown field open cast mining project(s) in India during last seven financial years reckoned from the original scheduled date of <i>Tender Floating</i> .	Yes/No
	Upload documentary evidence for the above	Upload
2.3	<i>The Bidder shall have conducted exploration activities by drilling a minimum meterage of 15,000 by its own or through subcontracting from maximum 5 (five) opencast mines of coal/ lignite/ iron/ bauxite/ manganese/ copper in India during the last 7(seven) financial years reckoned from date of Tender Floating.</i>	Header
2.3.1	Name of First work	
2.3.1 a	Name of the Mine 1	Text
2.3.1 b	Whether it is Opencast Mine	Yes/No
2.3.1 c	Period of work	Text
2.3.1d	No. of exploration boreholes drilled (nos.)	Text
2.3.1e	Total Meterage drilled (in mt.)	
2.3.1 f	Carried on its own or through sub-contracting	Own/ sub-contracting
2.3.1 g	Name of Sub-contractor and award of Work date	Text
2.3.1 h	Whether Exploration Work Completed / Ongoing	Text
2.3.1 i	Please attach the certificate from Mine Owner for the above	Upload
2.3.2	Name of Second work	
2.3.2 a	Name of the Mine 2	Text
2.3.2 b	Whether it is Opencast Mine	Yes/No
2.3.2 c	Period of work	Text
2.3.2 d	No. of exploration boreholes drilled (nos.)	Text
2.3.2 e	Total Meterage drilled (in mt.)	



2.3.2 f	Carried on its own or through sub-contracting	Own/ sub-contracting
2.3.2 g	Name of Sub-contractor and award of Work date	Text
2.3.2 h	Whether Exploration Work Completed / Ongoing	Text
2.3.2 i	Please attach the certificate from Mine Owner for the above	Upload
2.3.3	Name of Third work	
2.3.3 a	Name of the Mine 3	Text
2.3.3 b	Whether it is Opencast Mine	Yes/No
2.3.3 c	Period of work	Text
2.3.3 d	No. of exploration boreholes drilled (nos.)	Text
2.3.3 e	Total Meterage drilled (in mt.)	
2.3.3 f	Carried on its own or through sub-contracting	Own/ sub-contracting
2.3.3 g	Name of Sub-contractor and award of Work date	Text
2.3.3 h	Whether Exploration Work Completed / Ongoing	Text
2.3.3 i	Please attach the certificate from Mine Owner for the above	Upload
2.3.4	Name of Fourth work	
2.3.4 a	Name of the Mine 4	Text
2.3.4 b	Whether it is Opencast Mine	Yes/No
2.3.4 c	Period of work	Text
2.3.4 d	No. of exploration boreholes drilled (nos.)	Text
2.3.4 e	Total Meterage drilled (in mt.)	
2.3.4 f	Carried on its own or through sub-contracting	Own/ sub-contracting
2.3.4 g	Name of Sub-contractor and award of Work date	Text
2.3.4 h	Whether Exploration Work Completed / Ongoing	Text
2.3.4 i	Please attach the certificate from Mine Owner for the above	Upload
2.3.5	Name of Fifth work	
2.3.5 a	Name of the Mine 5	Text
2.3.5 b	Whether it is Opencast Mine	Yes/No
2.3.5 c	Period of work	Text
2.3.5 d	No. of exploration boreholes drilled (nos.)	Text
2.3.5 e	Total Meterage drilled (in mt.)	
2.3.5 f	Carried on its own or through sub-contracting	Own/ sub-contracting
2.3.5 g	Name of Sub-contractor and award of Work date	Text
2.3.5 h	Whether Exploration Work Completed / Ongoing	Text
2.3.5 i	Please attach the certificate from Mine Owner for the above	Upload
	FINANCIAL CRITERIA	



2.4	<i>The Average Annual turnover of the Bidder, in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than INR 1000.00 Crore (Indian Rupees One Thousand Crore only).</i>	Header
2.4 a	Average Annual Turnover of the Bidder for the preceding three financial years.	Text
2.4 b	Upload Audited Financial Statements (Balance Sheet and Profit & Loss Statement) of the Bidder for the preceding three financial years	Upload
2.4 c	Upload copies of un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company, if applicable	Upload
2.4 d	Upload certificate of the Holding Company, as a proof, stating that the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Holding company, if applicable.	Upload
2.4 e	In cases where audited results for the last preceding financial year as on date of Tender Floating are not available, Upload certification of financial statements from statutory auditor, if applicable	Upload
2.4 f	Average Annual Turnover of the Direct Holding Company/ Direct Subsidiary Company for the preceding three financial years, if applicable	Text
2.4 g	Upload Financial Statements (Balance Sheet and Profit & Loss Statement) of the Direct Holding Company/ Direct Subsidiary Company for the preceding three financial years	Upload
	Attach certificate on Qualifying on Financial Criteria as per Annexure-7	Upload
2.5	<i>The Average Net Worth of the Bidder, in the preceding three (3) financial years as on the date of Tender Floating, shall not be less than INR 500.00 Crore (Indian Rupees Five Hundred Crores only).</i>	Header
2.5 a	Average Net Worth of the Bidder for the preceding three financial years.	Text
2.5 b	Upload Audited Financial Statements (Balance Sheet and Profit & Loss Statement) of the Bidder for the preceding three financial years	Upload
2.5 c	Upload copies of un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company, if applicable	Upload
2.5 d	Upload certificate of the Holding Company, as a proof, stating that the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Holding company, if applicable.	Upload



2.5 e	In cases where audited results for the last preceding financial year as on date of Tender Floating are not available, Upload certification of financial statements from statutory auditor, if applicable	Upload
2.5 f	Average Net Worth of the Direct Holding Company/ Direct Subsidiary Company for the preceding three financial years, if applicable	Text
2.5 g	Upload Financial Statements (Balance Sheet and Profit & Loss Statement) of the Direct Holding Company/ Direct Subsidiary Company for the preceding three financial years	Upload
	Attach certificate on Qualifying on Financial Criteria as per Annexure-7	Upload
2.6	<i>The Average Annual Cash Accrual of the bidder in the preceding three (3) financial years as on the date of Tender Floating , shall not be less than INR 100.00 Crores (Indian Rupees One Hundred Crores only). Cash accrual shall be calculated as the sum of profit after tax (PAT), depreciation and non-cash expenses.</i>	Header
2.6 a	Average Annual Cash Accrual of the Bidder for the preceding three financial years.	Text
2.6 b	Upload Audited Financial Statements (Balance Sheet and Profit & Loss Statement) of the Bidder for the preceding three financial years	Upload
2.6 c	Upload copies of un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company, if applicable	Upload
2.6 d	Upload certificate of the Holding Company, as a proof, stating that the un- audited unconsolidated financial statements form part of the Consolidated Annual Report of the Holding company, if applicable.	Upload
2.6 e	In cases where audited results for the last preceding financial year as on date of Tender Floating are not available, Upload certification of financial statements from statutory auditor, if applicable	Upload
2.6 f	Average Annual Cash Accrual of the Direct Holding Company/ Direct Subsidiary Company for the preceding three financial years, if applicable	Text
2.6 g	Upload Financial Statements (Balance Sheet and Profit & Loss Statement) of the Direct Holding Company/ Direct Subsidiary Company for the preceding three financial years	Upload
	Attach certificate on Qualifying on Financial Criteria as per Annexure-7	Upload
2.7	<i>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 should not be less than INR 50 Crore (Indian Rupees fifty Crore). In case certificates from more than one bank are</i>	Header



	<i>submitted, the certified unutilized limits shall be of the same date from all such banks</i>	
	Date of certificate(s) from the banks	Date
	Upload Certificate(s) from the banks	Upload
	Copies of Certificates/Agreements/Letters:	Header
	Upload copy of Joint Venture (JV) Agreement, if applicable	Upload
	Upload copy of and/or Notarized Consortium Agreement, if applicable	Upload
	Upload registered and/or Notarized copy of Certificate of Incorporation of JV Company, if applicable	Upload
	Upload registered and/or Notarized copy of Undertaking given by JV Partner to hold the said equity till the mine achieves 85% of contracted capacity, if applicable	Upload
	Upload Registered and/or Notarized copy of Consortium Operating Agreement, if applicable	Upload
	Upload registered and/or Notarized copy of Letter of Undertaking from the Direct Holding Company/ Subsidiary Company supported by Board Resolution, as proof of pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award, if applicable	Upload
	Upload registered and/or Notarized copy of Joint Operating Agreement, if applicable	Upload
	Upload Comfort Letter from the Banker, if applicable	Upload
	<i>The Bidder shall furnish a registered and/or Notarized 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 blacklisting has not been set aside by any Court of competent jurisdiction.</i>	Header
	Upload Registered and/or Notarized Affidavit as per Annexure 10	Upload
37	<u>Disclosure of information:</u> <i>The Bidder (Sole Bidder/JV Company/Consortium) shall also disclose all MoUs/ agreements/ etc entered into with any agency(s) in addition to the agreements entered with the Promoters of the JV Company/between the members of the Consortium related to this tender along with the Bid and any such happenings till date of submission of bid.</i>	Header



	Upload registered and/or Notarized MoUs/ agreements etc entered into with any agency(s) in addition to the agreements entered with the Promoters of the JV Company/between the members of the Consortium related to this tender	Upload
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CONSORTIUM MEMBER / JV PARTNER, DIRECT HOLDING / SUBSIDIARY COMPANY DETAILS

IN CASE BIDDER IS PARTICIPATING WITH CONSORTIUM MEMBER / JV PARTNER/ DIRECT HOLDING / SUBSIDIARY COMPANY, THEN BIDDER HAS TO FILL THIS FORM (BEFORE FILLING 'QUALIFYING REQUIREMENTS' FORM.)

S.No	Details	Bidder's Response
1	Nature of Association	Consortium Member/JV Partner/ Direct Subsidiary /Holding Company
2	Name of the Associate(s)	Text
3	Address	Text
4	Telephone Number	Text
5	Fax Number	Text
6	Email- ID	Text
7	Name of Contact Person	Text
8	Contact Person Phone / Mobile Number	Text



BIDDER'S EXPERIENCE

Bidders are requested to furnish the details of previous experience for meeting the QR along with the end users address. In case certificate is issued by Statutory Auditor,

Please fill up the Name and Address of the Statutory Auditor under Name and Address columns.

Sl. No	Scope of Work	Performance Certificate Number and Date	Whether copy of the above certificate is enclosed.	Work Order / Agreement/ Contract No. and Date	Whether copy of the Work Order / Agreement / Contract No. is Enclosed.	NAME OF THE OPEN CAST MINE

LOCATION	NAME OF CLIENT/ USER	ADDRESS	CONTACT NAME AND DESIGNATION	PHONE No.	FAX No.	EMAIL ID	Attachment



II. TECHNICAL FORMS

Compliance of Technical Specification

S. No	DESCRIPTION	BIDDER'S RESPONSE
1.0	Confirm compliance of Coal Mining Agreement.	Yes/No
2.0	Have you visited site	Yes/No
3.0	Confirm acceptance to all the Commercial conditions of the Tender	Yes/No
4.0	Confirm acceptance to all the Technical specifications of the Tender	Yes/No
5.0	Attach the site visit certificate as per format in Annexure-3 in the TenderDocument.	Upload
6.0	Attach certificate of Total Compliance as per Annexure-11	Upload
7.0	Attach certificate of Available Machinery/Equipment as per Annexure-13	Upload
8.0	Attach certificate of Additional Machinery/Equipment as per Annexure-14	Upload



III. COMMERCIAL FORMS

1. CHECKLIST OF DOCUMENTS

Sl. No	Description	Bidder's Response
	Please ensure that all the documents in the offer were only in English language? If any document is in any other Language, the document shall be translated in English version duly authorized by the Notary Public or Competent Authority.	Yes/No
	Documents to be submitted in Physical form	Header
1.	Documentary evidence for remittance of cost of Tender Documents.	Yes/No
2.	Proof of submission of Bid Guarantee/ EMD amount	Yes/No
3.	Registered and/or Notarized Power of Attorney (Annexure-4 or 5 as applicable)	Yes/No
4.	Registered and/or Notarized copy of Joint Venture Agreement & Letter of Undertaking as in QR Clause, if applicable	Yes/No
5.	Registered and/or Notarized Consortium Operating Agreement (if applicable, Annexure-8)	Yes/No
6.	Registered and/or Notarized Joint Operating Agreement, (Annexure-9) and Letter of undertaking as in QR clause, if applicable	Yes/No
7.	Registered and/or Notarized Affidavit (Annexure-10)	Yes/No
	Documents to be uploaded in Part - I (online)	Header
8.	Whether uploaded Covering Letter (as per the format given in Annexure 1)	Yes/No
9.	Whether uploaded the Form of Bid (A) (as per the format given in Annexure 2)	Yes/No
10.	Whether the Bid guarantee amount as applicable is paid through NEFT / RTGS.	Yes/No



11.	Whether details and proof of payment of bid guarantee (DD/ BG/ BC) has been uploaded	Yes/No
12.	Whether uploaded duly filled up site visit certificate (as per format given in Annexure 3)	Yes/No
13.	Whether uploaded power of attorney (as per format given in Annexure-4 or 5)	Yes/No
14.	Whether uploaded the duly filled in format for Qualifying on the Technical Criteria (as per the format given in Annexure-6)	Yes/No
15.	Whether uploaded Documentary evidences in support of meeting the Technical Criteria in the Qualifying Requirement form	Yes/No
16.	Whether uploaded the duly filled in format for Qualifying on the Financial Criteria (as per the format given in Annexure-7) in the Qualifying Requirement form	Yes/No
17.	Whether uploaded Documentary evidences in support of meeting the Financial Criteria in the Qualifying Requirement form	Yes/No
18.	Whether uploaded Registered and/or Notarized consortium operating agreement (as per the format given in Annexure-8), if applicable in the Qualifying Requirement form	Yes/No
19.	Whether uploaded Registered and/or Notarized joint operating agreement (as per format given in Annexure-9) and other undertaking as per QR clause, if applicable in the Qualifying Requirement form	Yes/No
20.	Whether uploaded the Certificate of Total Compliance? (as per format given in Annexure 11)	Yes/No
21.	Whether uploaded duly filled up table - Available Machinery / Equipment (as per format given in Annexure-13)	Yes/No
	Whether uploaded duly filled up table - Additional Machinery / Equipment (as per format given in Annexure-14)	Yes/No
22.	Documents to be uploaded in Part - II (online)	Header
23.	Whether uploaded the Form of Bid (B) (as per the format given in Annexure 15)	Yes/No
24.	Whether filled up schedule of prices	Yes/No



2. BIDDER'S DETAILS

Sl. No.	Description	Bidder Response
1.0	Full Particulars of the Bidder/Lead member	
1.1	Name	
1.2	Address	
1.3	Phone No.	
1.4	Fax No.	
1.5	E-Mail	
	CONTACT PERSON DETAILS	
2.0	Name	
2.1	Address	
2.2	Tele. No.	
2.3	Fax No.	
2.4	Mobile Phone No.	
2.5	E-Mail	
	Banker Details	
3.0	Name	
3.1	Address	
3.2	Fax. No	
3.3	For the purpose of e-payment following shall be provided.	
	i. Name of the beneficiary	
	ii. Bank A/c. No.	
	iii. Name of the Bank	
	iv. Name of the Branch	
	v. Branch code No.	
	vi. IFSC Code (For NEFT / RTGS Payment)	
	vii. Mobile Phone No. of the bidder	
	viii. PAN No.	
	ix GST Registration No.	



PRICE BID (PART -II) of e-Tender



SCHEDULE OF PRICES

SELECTION OF MINE DEVELOPER AND OPERATOR (MDO) FOR EXPLORATION, PLANNING, DEVELOPMENT AND OPERATION OF KALYANPUR-BADALPARA COAL BLOCK (3 MTPA) DUMKA DISTRICT OF JHARKHAND STATE

Name of Bidder:			
Sl. No.	Description	Quoted Price (in Rs.)	Quantity	Total Amount (in Rs.)
1.0	Charges towards Phase-I activities:			
Bidders have to quote prices for each sub-activities as per the format given below:				
	Details	Quoted Price (in Rs.)	Quantity	Total Amount (in Rs.)
1.1	Civil survey & DGPS survey for demarcating block boundary and erecting boundary pillars and site survey for contouring (**)		1 Time	
1.2	Detailed Exploration & Drilling, Geophysical logging & analysis etc. with preparation of Geological Report (GR) and approval thereof (**)		1 Time	
1.3	Geo-technical investigation, Slope stability study and Preparation of reports thereof.		1 Time	
1.4	Hydro-geological investigation & pumping test and preparation of reports thereof.		1 Time	
1.5	Preparation of Mining & Mine Closure Plan and approval thereof.		1 Time	
1.6	Preparation Detailed Project Report.		1 Time	
2.0	Total Charges towards Phase-I Activities (from 1.1 to 1.7)		1 Time	
3.0	Charges towards Phase-II activities:			



<p>3.1</p>	<p>Base Mining Charge (Rs. per Tonne of Coal):</p> <p>Base Mining charge including all activities for commencement of Coal production and carrying out entire mining activities for Development and Operation of the Mines, Transportation and Dispatch of Coal, Mine Closure Activities including Cost of Power & Diesel as per detailed Scope of work stipulated for MDO in the Tender Document.</p> <p>The Base Mining charge will also include the following :</p> <ul style="list-style-type: none"> • EIA-EMP study , • Land use pattern study, • SIA study , • Any other study as required, • Forestry Stage-I and Stage-II, • Environmental Clearance, • Mining Lease , • Airport Authority of India Clearance, • Consent to Establish , • Consent to Operate • Any other clearance/ approval / permission required <p>Notes:</p> <p>(All Statutory remittances/fees for obtaining all Clearances shall be paid by MDO)</p> <p>(All clearances/ approvals / permissions etc shall be in the name of HPGCL).</p> <p>All land acquisition & R&R activities (All Documented cost to be paid by HPGCL)</p>			<p>102350000 Tonnes</p>	
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4.0	Total (2.0 + 3.1)				
5.0	GST @18% on (4.0)				
6.0	Grand Total (4.0+5.0)				

(**) Breakup of Cost to be given in the below mentioned Format:

Sl. No.	Activity	UNIT	Charges (INR) (to be quoted by the Bidder)
1.1	Survey		
	Civil survey & DGPS Survey with approval for demarcating Block Boundary	Per Sq. Km	
	Erecting Boundary pillar ,	Per pillar	
	Topographic survey along with Surface Contouring at 1m. interval ,	Per Sq. Km.	
	RL. & coordinates of boreholes	Per Bh.	
1.2	A) Exploration		
	Core Drilling and Logging		
	NQ size	Per mt	
	BQ Size	Per mt	
	Plugging & sealing of Boreholes Bore hole Pillar	Per borehole	
	Geological mapping on 1:4000/5000 scale	Per Sq. Km.	
	B) Geophysical Survey		
	Geophysical logging	Per m	
	Dual density with caliper	Per m	
	Natural Gama	Per m	
	Neutron- Neutron	Per m	
	Self/ Spontaneous potential (SP)	Per m	
	Single point resistance (SPR)	Per m	
	C) Chemical analysis		
	Band by Band analysis	Per sample	
	Proximate analysis	Per sample	
	Overall analysis	Per sample	
	GCV	Per sample	
	AFT	Per sample	
	HGI	Per sample	
	Sulphur Distribution	Per sample	
	Ultimate analysis	Per sample	
	Ash analysis		
	Preparation of Geological Report		

