

NLC INDIA LIMITED
(A Navratna Government of India Enterprise)

**OFFICE OF THE GENERAL MANAGER / CONTRACTS
CORPORATE OFFICE, NEYVELI – 607 801.**

**NOTICE INVITING BID
International Competitive Bidding through e-Tender and e-Reverse Auction**

1.1. M/s NLC India Ltd., Neyveli, a NAVRATNA Government of India Enterprise registered under Indian Companies Act, 1956, (NLCIL) invites online Bids in English for “Selection of Mine Developer and Operator (MDO) for Machhakata (Revised) OCP”.

NLCIL has decided to select and engage a Mine Developer and Operator (MDO) with adequate technical and financial strength and experience in undertaking opencast mining operations, to develop and operate the Machhakata (Revised) OCP from Pre Project Activities to delivery of coal (the “Project”) in accordance with the Mining Plan & Mine Closure Plan and Coal Mining Agreement (to be executed).

Tender No.	CO CONTS /0001A / MKCP /MDO /ICB/GeM/2026, Dt:05.01.2026
Cost of Tender Document	INR 20,000 (or) USD 225 (or) Euro 190
Bid Guarantee Amount	INR 50,00,000/- (or) USD 54900 (or) Euro 46675
Pre Bid Meeting Date & Time	21.01.2026 at 11:00 Hrs. (IST)
Last Date & Time of submission of bids	Upto 15:00 Hrs (IST) on 24.02.2026
Date & Time of opening of bids	At 15.30 hrs. (IST) on 24.02.2026

1.2. Pre bid conference will be held on the above indicated date and time at Corporate Contracts Conference Hall, Corporate Office, Neyveli and also through Video Conferencing (VC). The points for discussion shall be furnished at least two days in advance in hard or editable soft copy (like word document) to the undersigned and also to E-mail ID: corporate.conts@nlcindia.in. Bidders who are interested to participate in the Pre-bid Meeting may send their request to corporate.conts@nlcindia.in furnishing Company name and address, Name of the authorized person to attend pre bid meeting, contact number and e-Mail ID to enable us to send the link for participating in the Pre-bid meeting.

Note:

1.2.1. The detailed scope of the work is given in the (Draft Coal Mining Agreement) Tender Document - Volume-2.

1.2.2. The tender document may be downloaded from Government e-Market Place (GeM) Portal (www.gem.gov.in) during the tender document sale period. 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 in GeM portal. Bidders are requested to visit the above web site and note the amendments/Errata/corrigendum/ clarification before submission of offer. Any ignorance on the part of the firms in not seeing the above website will not be an excuse. NLCIL shall not be responsible if any Bidder omits to notice any amendments/ Errata/ corrigendum/ clarification. Amendments/Errata/ corrigendum/ clarification will be numbered serially.

1.2.3. MSE (Micro & Small Enterprises) units registered with anyone of the following shall be given Tender Sets free of Cost under Public Procurement Policy MSEs Order 2012, provided the product/ Service range mentioned in the certificate(s) is the same or similar to NLCIL requirements:

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSE
- h) UDYAM Certificate

The certificate should be valid on the date of opening of the bid.

The offers are liable for rejection if they are not accompanied with a copy of valid registered certificate in case of MSE or proof / reference for having remitted the Cost of Tender Documents amount by RTGS / NEFT and Bid Guarantee.

Traders and agents are not entitled to avail the benefits under Public Procurement Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

For MSE bidders participating in this tender, declaration of UAM number on CPPP is mandatory, failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSME order, 2012.

2.0 Qualifying Requirements (QR)

Bidder shall have to satisfactorily fulfil the following Qualification Requirements.

2.1. Technical Criteria:

2.1.1	<p>For demonstrating its technical capacity and experience, the Bidder shall have carried out, for itself or as a contractor or sub-contractor, 'excavation and transportation' of Overburden by mechanized means and/ or 'excavation and transportation' of coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore by mechanized means during the past 7 (seven) years ending on the last day of the December 2025, such that the total composite volume of such 'excavation and transportation' during any period of 1 (one) year (consecutive 365 days) (the "qualifying period") during the aforesaid period of 7 (seven) years is more than 25 million cubic meter, (the "qualifying quantity"), from maximum 3 (three) opencast mines of coal/ lignite/ iron/ bauxite/ manganese/ copper; provided that the quantity handled in at least one mine should not be less than 10 million cubic meter.</p>
2.1.2	<p>The bidder should possess experience of successful development of open cast mining project(s) including ongoing project(s) in a coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore.</p> <p>Development means the bidder shall have carried out/ performed the activities of land acquisition/ assisted in land acquisition/ obtaining/ assisted in obtaining physical possession of land, performed or assisted in Rehabilitation & Resettlement of Project Affected Families/Persons, performed or assisted in obtaining statutory clearances and carried out infrastructure development such as construction of coal handling plant, workshops, statutory buildings in Greenfield/ Brown field opencast mining project(s) in India during last 7 (seven) years reckoned from the original scheduled date of bid opening.</p>
	<p>Note:</p> <ul style="list-style-type: none">i. 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.ii. In case the bidder has carried out development, excavation and transportation through sub- contractor agency, bids shall not be submitted by both the Main contractor and sub- contractor, claiming the above said experience and if two bids are received from Main contractor and sub-contractor, bid submitted by the Main Contractor only will be considered for further evaluation and the bid submitted by the Sub- Contractor will be rejected.iii. (a) In case a Bidder (whether as a single Bidder or as a member of a

consortium/ joint venture company) is claiming mining experience where it is operating/ operated as part of a consortium or a joint venture, its experience shall be considered limited to the proportion of its ownership in such consortium or joint venture, as the case may be, for the purpose of meeting the Technical criteria.

Illustration: If a Bidder (whether as a single Bidder or as a member of a consortium/ joint venture company) is claiming experience as part of a consortium/ joint venture and has 50% interest in such consortium/ joint venture, then it can claim only up to 50% of the credentials of such consortium/ joint venture for the purpose of meeting the Technical criteria.

- (b) However, if more than one constituent of the consortium/ Joint venture submit bids and claiming the same experience then, the bid submitted by the constituent holding major ownership of such consortium/ Joint venture only will be considered for evaluation.
- iv. “Overburden” means overburden removed (in-situ) in lignite/ coal/ iron ore/ bauxite/ manganese ore/ copper ore.
- v. “Composite volume” means sum of the volume of coal, lignite, iron ore, bauxite, manganese ore, copper ore and overburden within the specified number of mines as above.
- vi. For converting lignite/ coal/ any other minerals (iron ore, bauxite, manganese ore, copper ore) from Tonne to Bank cubic metre (BCM), the specific gravity (Tonnes/ Cubic metre) shall be considered as follows:

Lignite	:	1.15
Coal	:	1.50
Any other Minerals (iron ore, bauxite, manganese ore, copper ore)	:	The bidders shall submit a certificate from the Mine Owner regarding the Specific Gravity.

BCM shall be calculated as = (Tonne/ Specific Gravity)

2.2. Common Financial Criteria

- 2.2.1 (a) The average annual turnover of the Bidder, in the preceding three (3) financial years as on the original scheduled date of bid opening, shall not be less than INR 1000 Crores (Indian Rupees One Thousand Crores) or in equivalent foreign currency.
- (b) Net Worth of the Bidder as per the latest audited financial statements should not be less than INR 450 Crores (Indian Rupees Four Hundred and Fifty Crores) or in equivalent foreign currency.
- (c) The unutilized line of credit for fund based and non-fund-based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to

the Original scheduled date of Bid opening, duly certified by the Bankers should not be less than INR 145 Crores (Indian Rupees One Hundred and Forty Five Crores) or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

2.3 OTHER COMMON CONDITIONS

2.3.1 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 can be considered acceptable provided the Bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
- A Certificate of the Holding Company, as a proof, stating that the above un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Holding Company.

2.3.2 In cases where audited results for the last preceding financial year as on the original scheduled date of bid opening are not available, certification of financial statements from their statutory auditor shall also be considered acceptable.

2.3.3 In case any “Bidder” does not satisfy the financial criteria, stipulated at clauses. 2.2.1 (a), (b) & (c) above on its own, the Holding Company/ Subsidiary(ies)/ Subsidiaries of its Holding Company would be required to meet the stipulated financial requirements at clauses 2.2.1 (a), (b) & (c). In such an event, the Bidder would be required to furnish a Letter of Undertaking from the Holding Company/ Subsidiary(ies)/ Subsidiaries of its Holding 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 up to 2 (two) such Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company only and submit as part of its Techno-Commercial Proposal a legally enforceable Joint Operating Agreement, executed between such companies and the Bidder.

- Net worth of the Bidder and also its Subsidiary(ies) and/or Holding Company and/or subsidiary(ies) of its Holding Company, lending strength to the Bidder for meeting the Financial Criteria should be positive as per the latest audited financial statements.
- 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 specified in the bidding documents 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.

2.3.4 For conversion of foreign currency to Indian Rupees (i) with respect to annual turnover and Net worth, the BC selling rate of State Bank of India, prevailing as on the date of respective Balance sheet shall be adopted and (ii) with respect to unutilised line of credit for fund based

and non-fund based limits, the BC selling rate of State Bank of India, prevailing on the date of opening of Bid shall be adopted.

2.4 Joint Venture (JV) Company:

If the Bidder is a Joint Venture Company and the Qualifying Requirement (QR) is met by one of the Promoters 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 30.0 million Tons of Coal per annum).

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

2.5 Consortium:

2.5.1 A sole Bidder who does not possess the Qualifying Requirements indicated 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 Consortium Operating Agreement" and submit the same as part of the Techno-Commercial Proposal, holding themselves jointly and severally liable to the NLCIL to perform all the contractual obligations. The Consortium Operating Agreement shall be in force for the entire Contract Period.

2.5.2 The experience and Credentials of the Lead Member together with Consortium Member shall be added and considered for meeting the Qualifying Requirements. However, the Lead Member shall meet on its own at least 51% of the absolute value(s) of Common Financial Criteria and should possess at least 51% of the "composite volume".

2.5.3 In case of Consortium, Average annual turnover of the Lead Member together with Consortium Member in the preceding three consecutive financial years as on Original scheduled date of Bid opening, shall not be less than INR 1000 Crores (Indian Rupees One Thousand Crores) or in equivalent foreign currency.

2.5.4 In case of Consortium, all members of Consortium shall have positive Net worth as per the latest audited financial statements. Net worth of Lead Member together with Consortium Member as per the latest audited financial statements should not be less than INR 450 Crores (Indian Rupees Four Hundred and Fifty Crores) or in equivalent foreign currency.

2.5.5 In case of Consortium, the unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Lead Member together with Consortium Member as on a date not earlier than 15 days prior to the Original scheduled date

of Bid opening, duly certified by the Bankers should not be less than INR 145 Crores (Indian Rupees One Hundred and Forty Five Crores) or in equivalent foreign currency.

2.6 Other conditions for Bidders:

2.6.1 The Bidder shall furnish a self-undertaking affidavit to support that the Bidder (including members of the Bidding Consortium / JV Company and Holding Company/Subsidiary (ies) /Subsidiaries of its Holding Company (whose strength Bidder is taking for bid submission)) has not been blacklisted by Government Undertakings/ Department as on the date of Bid opening or any Mining Contracts entered by the Bidder is not terminated in the last three (3) years reckoned from the original scheduled date of bid opening due to its failure to perform contractual obligations or the tender Milestones or for any other reasons for Projects awarded by Government Undertakings / Department.

2.6.2 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 or Performance Security.

2.7 Formation of Special Purpose Vehicle (SPV):

2.7.1 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.

2.7.2 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 30.0 Million Tonnes per Annum), with prior written permission from NLCIL provided always that the new consortium satisfies the qualifying requirements on the date of request for such change. Such prior written approval of NLCIL, 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 10% 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.

3.0 Documentary Evidence required to be furnished by the bidder:

- 3.1 The Documentary Evidences, in support of satisfying the Qualifying Requirements shall be submitted online.
- 3.2 For the Technical Criteria, in case a Bidder is seeking qualification as a Mine Owner, the Bidder shall submit the following:
 - i. Notarized copy of the document(s) proving the ownership of the mine(s) with the Bidder,
 - ii. Notarized copy of Mine opening permission issued by relevant statutory authority or Notarized copy of mining lease deed,
 - iii. Certificate from its Statutory Auditor, certifying the details of excavation and transportation of the volume/ quantity of overburden/ coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore achieved using mechanized means during the qualifying period year as in QR and the activities undertaken for development of the mine by the bidder for meeting the Technical Criteria 2.1.1 and 2.1.2,
 - iv. Copy of submissions made to the relevant statutory authorities for the excavated volume/ quantity of overburden/ coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore, for the relevant period (any of the copies of monthly/ annual return, audited annual reports, royalty payment etc., or any other document acceptable to NLCIL).
- 3.3 For the Technical Criteria, in case a Bidder is seeking qualification as a contractor working under a contract, the Bidder shall submit:
 - i. Notarized copy of the contract agreement,
 - ii. Certificate from the Mine owner, certifying the details of excavation and transportation of the volume/ quantity of overburden/ coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore achieved using mechanized means during the qualifying period as in QR and the development activities undertaken by the Bidder for meeting the Technical Criteria 2.1.1 and 2.1.2,
 - iii. Work completion certificate(s) from the Mine owner for whom the excavation and transportation work has been executed.
- 3.4 For the Technical Criteria, in case a Bidder is seeking qualification as a sub-contractor working under a contract, the Bidder shall submit:
 - i. Notarized copy of the contract agreement,

- ii. Certificate from the Main contractor, certifying the details of excavation and transportation of the volume/ quantity of overburden/ coal/ lignite/ iron ore/ bauxite/ manganese ore/ copper ore achieved using mechanized means during the qualifying period as in QR and the development activities undertaken by the Bidder for meeting the Technical Criteria 2.1.1 and 2.1.2,
- iii. Work completion certificate(s) from the Main contractor for whom the excavation and transportation work has been executed.

Note:

The documents at 3.4 ii & iii shall be endorsed by the Principal employer.

- 3.5 In case, a Bidder is claiming experience where it is operating/ operated as part of a consortium or a joint venture, the bidder shall also submit a notarized 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.
- 3.6 For the Financial Criteria, the Bidder /each member of the consortium/ joint venture company/ Subsidiary/ Subsidiaries and or Holding Company and or the Subsidiary/ Subsidiaries of its Holding 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.
- 3.7 Bidder, who meets the financial criteria of Qualifying Requirements on the strength/ experience of its Subsidiary (ies) and/ or Holding Company and/ or Subsidiary(ies) of its Holding Company, shall be required to furnish a legally enforceable Joint Operating Agreement in original as per prescribed format. Further the Bidder is required to furnish Letter of Undertaking from the Holding Company/ Subsidiary(ies)/ Subsidiaries of its Holding 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.
- 3.8 The following documents shall be uploaded in GeM portal in Part- I offer:
 - i. Proof for remittance of cost of Tender Documents.
 - ii. Proof of remittance of Bid Guarantee amount.
 - iii. Duly filled and signed Integrity Pact.
 - iv. Power of Attorney, if and as applicable.
 - v. Notarised copy of Joint Venture Agreement and letter of undertaking as in QR clause 2.4, if and as applicable.

- vi. Consortium Operating Agreement, if applicable.
- vii. Joint Operating Agreement and letter of undertaking, as in QR clause 3.6, if applicable.
- viii. Affidavit.
- ix. All other documents as required under Volume- I of tender document for submission of bid.

Note:

NLCIL reserves the right to seek additional documents from the Bidder(s), to verify Bidder's credentials to meet the Qualifying Requirements, if any.

4.0 PUBLIC PROCUREMENT POLICY (MAKE IN INDIA):

The bidder shall take note of the following as per Department for Promotion of Industry and Internal Trade (formerly, Department of Industry Policy and Promotion), Ministry of Commerce and Industry, Government of India, Public Procurement (Preference to Make in India) Order 2017 – Revision: Dt: 16.09.2020 & 19.07.2024 and confirm compliance to the requirements in this regard as indicated below:

4.1 DEFINITIONS:

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class -I local supplier', means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under order dt. 16.09.2020 & 19.07.2024.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under order dt. 16.09.2020 & 19.07.2024.
- (iv) 'Non-Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under order dt. 16.09.2020& 19.07.2024.
- (v) Minimum local content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is minimum 20%. For the items, for which Nodal Ministry Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for Class – I local supplier / Class – II local supplier respectively.
- (vi) 'RL1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation

process as per the tender or other procurement solicitation.

- (vii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the RL1 for the purpose of purchase preference.
- (viii) 'Nodal Ministry' means the Ministry of Department identified pursuant to this order in respect of a particular item of goods or services or works.
- (ix) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.
- (x) 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

4.2 ELIGIBILITY CLASS:

Class-I local supplier, Class-II local supplier and Non-Local supplier are eligible to participate in this Tender.

4.3 MARGIN OF PURCHASE PREFERENCE:

Margin of Purchase preference shall be 20% for Class-I local supplier.

4.4 PURCHASE PREFERENCE

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) Intentionally deleted being not applicable for this tender.
- (c) In the procurements of goods or works, which are covered by para 3(b) of Public Procurement (Preference to Make in India) Order 2017 – Revision: Dt: 16.09.2020& 19.07.2024 and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier,' as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

4.5 VERIFICATION OF LOCAL CONTENT:

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of the execution of the project, for all contracts above Rs.10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost /chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case, the contractor /supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-II to Class-II/Non Local or from Class-II to Non Local, a penalty up to 10% of the Contract value may be imposed. However, Contract once awarded shall not be terminated on this account.
- d. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per the Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- e. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

4.6 RECIPROCITY CLAUSE:

Entities of Countries which have been identified by the Nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

The term 'entity' of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

4.7 Department of Expenditure Order (Public Procurement No.: 1) Order No.6/18/2019-PPD, Dt: 23.07.2020.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in

this tender only if the bidder is registered with the Competent Authority.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together; or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached].

Model Certificate for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

The above said order will not apply to bidders from those countries (even if sharing a land border with India) to which, Govt. of India has extended lines of credit or in which, and the Govt. of India is engaged in development projects (Order Public Procurement No.2).

Note: The Bidders are requested to note that the bids will be evaluated taking into consideration of the orders mentioned in the above Clauses.

4.8 Preference to MSE:

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be

the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The bidders are advised to refer the OM No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5.0 Conflict of Interest:

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 Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/Subsidiaries of its Holding Company and any other Bidder, Subsidiary/Subsidiaries and/or Holding Company and/or the Subsidiary/Subsidiaries of its Holding Company have common promoters.
- b. a constituent of such Bidder is also a constituent of another Bidder, or such Bidder, or any Subsidiary/Subsidiaries and or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company has participated as a consultant to NLCIL 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 NLCIL in relation to this Project presently working at the time of opening of bid is engaged by the Bidder, any Subsidiary/ Subsidiaries and/or Holding Company and/or the Subsidiary/ Subsidiaries of its Holding Company, as the case may be, in any manner for matters related to or incidental to the Project,

Explanation: In case a Bidder is a consortium, then the term Bidder as used in Clause 5.0 shall include each member of the consortium.”

6.0 Scope of the Project

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

“The Mine Developer and Operator (MDO) shall, at its own cost and expense (unless stated otherwise in this Agreement), Develop, Operate, Manage and Maintain the Mines including pre-project activities, Land Acquisition activities, implementing Rehabilitation & Resettlement (R&R) activities, diversion & construction of public roads including Katcha roads, shifting of existing utilities, Project Facilities, mine development & operation activities, the Fixed Infrastructure Facilities, Progressive & Final Mine Closure activities

and all activities ancillary, incidental, reasonably identified by NLCIL as required for the effective performance of the scope and obligations of the MDO”.

- i. The MDO shall erect and maintain the concrete pillars for boundary points of block boundary, Project boundary and patches of forest land within the Project area.
- ii. The MDO shall carry out Geo- technical investigation, Slope Stability Study, Hydro geological Investigation study and pumping test for obtaining aquifer parameters & make of water of the Mine, Nala diversion study, Embankment/ Flood Protection Bund study and Preparation of reports thereof and obtain approval if required, from the Government Instrumentalities.
- iii. NLCIL shall initiate steps for carrying out Socio- Economic Survey, Socio- Cultural Resource Mapping etc., obtaining Terms of Reference (ToR) and conducting Environment Impact Assessment (EIA)- Environment Management Plan (EMP) study for excavation of Coal and Sand plant, preparation of Reports thereof. The MDO shall obtain Environment Clearance (EC), conduct Public hearing(s) required for obtaining EC and approval of Socio- Economic Survey report as per the directions of Statutory Authorities/ State Pollution Control Board (SPCB), appraise Expert Appraisal Committee (EAC) and shall liaison with all statutory authorities for obtaining EC.
- iv. The MDO shall obtain Forest Clearance (FC) Stage- I & Stage- II and final diversion order by State Government. The MDO shall submit the application in Form- A for obtaining Forest clearance. The MDO shall conduct public hearing(s), Gramsabha meetings, if required and liaison, follow up with all statutory authorities for obtaining FC Stage- I, Stage- II and final diversion order. While obtaining the FC Stage- I & FC Stage- II, the MDO shall comply with all the compliances (preparation of schemes, plans, reports and other activities of similar nature) required by Statutory Authorities during the process of granting these clearances. NLCIL shall deposit funds towards Net Present Value (NPV) and Compensatory Afforestation Fund Management and Planning Authority (CAMPA) account. NLCIL shall bear the cost towards implementation of Catchment Area Treatment Plan, Site Specific Wildlife Management Plan, Soil & Moisture Conservation Plan.
- v. Notwithstanding the above, the MDO, at its own cost, shall obtain all the Pre-Developmental Clearances such as Permission for Opening of Mine from Coal Controller Organization, Directorate General of Mines Safety, License under Occupational Safety, Health and Working Conditions Code, 2020 and rules, regulations, notifications, Government orders made there under and required exemption, if any, No Objection Certificate (NOC) from Central Ground Water Authority, NOC for Nala diversion, NOC for using ground water and surface water including mines seepage water, Tree felling permission, permission from Ministry of Petroleum and Natural Gas/ Petroleum and Explosives Safety Organization (PESO)/ any other Government Instrumentalities for High Speed Diesel (HSD)/ Compressed Natural Gas (CNG)/ Liquefied Natural Gas (LNG)/ any alternative fuel storage and Use, permission from PESO/ any other Government Instrumentalities for transport, storage and use of explosives, required approval(s) 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 required for commissioning and operation of mines, in the name of NLCIL, wherever applicable.

- vi. The MDO shall obtain Consent to Establish (CTE), Consent to Operate (CTO) for operation of mine and the statutory fee for CTE, CTO (including renewal) shall be borne entirely by MDO. Further, it is clarified that, any other statutory fee, tax, levies including but not limited to water consumption charges/ water abstraction charges/ fees/ taxes towards permission from Central Ground Water Authority/ State Ground Water Authority shall be borne by MDO.
- vii. The MDO, at its own cost, shall promptly prepare applications and submit to NLCIL for signing, submit applications signed by NLCIL and obtain all required Approvals/ Applicable Permits from various Central and State Government Authorities, including but not limited to Ministry of Coal (MoC), Ministry of Environment, Forest & Climate Change (MoEF&CC), Directorate General of Mines Safety (DGMS), Coal Controller Organization (CCO), Regional Controller of Explosives, Petroleum and Explosives Safety Organization (PESO), Central Ground Water Authority (CGWA), State Ground Water Authority (SGWA), Central Pollution Control Board (CPCB), State Pollution Control Board (SPCB), District Administration, Electrical Authorities and such other statutory authorities/ agencies whose Approvals are mandatory for development, operation and maintenance of mines. Separate Charges for Pre- Development Clearances and Activities shall be paid to the MDO as per clause 36.1 of draft Coal Mining Agreement (Volume-2 of Tender Document).
- viii. The MDO, at its own cost, shall obtain, comply with, ensure with all Applicable Permits, Approvals, Statutory obligations, conditions imposed thereof and Applicable Laws, Occupational Safety, Health and Working Conditions Code, 2020, The Code on Wages, 2019, The Industrial Relations Code, 2020, The Code on Social Security, 2020 and rules, regulations, notifications, Government orders made there under, Coal Mines Regulations 2017, Coal Mines Provident Fund and Miscellaneous Provisions Act 1948, Coal Mines Pension Scheme 1998 etc., required for Development, Operation and Maintenance of Mines.
- ix. The MDO shall undertake and co-ordinate with statutory Authorities, in various activities of Land Acquisition and Rehabilitation & Resettlement (R&R).
- x. The MDO shall, on behalf of NLCIL, obtain physical possession of land (within and outside the Project area) required for the entire coal mine/ Project area, Railway Siding, Coal Handling Plant (CHP) & Silo, power corridor, R&R Colony, diversion and construction of roads and Nala (if any), HT lines & any other public utilities, NLCIL's Residential Colony, NLCIL's Office, Compensatory Afforestation land (if Tenancy land is required as Compensatory Afforestation (CA) land) and land required for any other infrastructure as directed by NLCIL. The MDO shall make efforts for identification of degraded forest land for Compensatory Afforestation.

The documented cost of above land acquired (all types of land) shall be borne by NLCIL. The title of the land shall vest with NLCIL. The detailed Scope of work for Land Acquisition and obtaining physical possession shall be as described in Schedule- T of draft Coal Mining Agreement (Volume-2 of Tender Document).

- xi. NLCIL shall prepare R&R Plan and MDO shall obtain Approval of the R&R Plan from Rehabilitation & Peripheral Development Advisory Committee (RPDAC), State Government and concerned Govt. Authorities, as per the statute. Cost of compensation as per the approved R&R Plan (except employment of PAFs) shall be paid by NLCIL to the Project Affected Families (PAFs). NLCIL shall construct the R&R colony for the PAFs. However, the MDO shall implement the Approved R&R Plan for Rehabilitation and Resettlement of the PAFs including but not limited to shifting of PAFs including their household materials, cattle etc. The detailed Scope of work shall be as per Schedule- T of draft Coal Mining Agreement (Volume-2 of Tender Document).
- xii. Separate Charges for obtaining Physical possession of land, wherever applicable, shall be payable by NLCIL as per clause 36.2 of draft Coal Mining Agreement (Volume-2 of Tender Document) for carrying out land acquisition, obtaining physical possession of land and implementing the approved R&R plan.
- xiii. The MDO is obligated to provide employment to PAFs in accordance with the R&R Plan approved by Govt. of Odisha. The MDO shall, at its own cost, provide employment to the eligible persons of the Project Affected Families, to the extent of one employment for every two acres of Tenancy & Patta Land acquired for the Project. The employment to PAFs shall be provided as per the Standard Operating Procedure formulated by NLCIL, from time to time. The MDO shall formulate a “Policy for Employment of PAFs/ PAPs” in consultation with District officials and obtain approval of the policy from Mine In- Charge and Rehabilitation & Peripheral Development Advisory Committee (RPDAC), State Government and concerned Government Instrumentalities. The MDO shall enrich the skill levels of PAFs by imparting adequate skill development training for enabling the PAFs for employment by the MDO/ its sub- contractors.
- xiv. The MDO is responsible for mobilization of men, machinery, creation of the entire infrastructure required for development, operation and maintenance of mines under MDO’s scope as per the provisions of draft Coal Mining Agreement (Volume-2 of Tender Document).
- xv. The MDO, at its own cost, shall design, develop and maintain the mine including infrastructure on the Site specified in Schedule- A, in accordance with the provisions of Schedule- B and Schedule- C of draft Coal Mining Agreement (Volume-2 of Tender Document) and conforming to the Specifications and Standards, the Approved Mining Plan and Mine Closure Plan and guidelines issued by Mine In-charge.
- xvi. The MDO, at its own cost, shall develop the mines (prior to coal production start date), carry out excavation of box cut, creation of mine entry including tree cutting,

clearing of bushes, forward area preparation and other preparatory works incidental for commencing coal production.

- xvii. The MDO is responsible for the security of coal stocked at the Coal Depot(s)/ Coal stockyard(s), security of coal along Coal transportation road (within & outside the Project area) and at the Railway Siding proposed to be constructed for the Project until Delivery of the Coal.
- xviii. The MDO, at its own cost, shall perform drilling for blasting in OB, carry out blasting, carry out excavation of OB and transportation to OB dumping locations and carry out excavation/ extraction of coal by Surface Miner, hauling & Delivery of Coal to the designated Coal Depot(s)/ Coal Stockyard(s), Delivery Point(s) as per the Approved Mining Plan and Mine Closure Plan, DPR of CHP, provisions of draft Coal Mining Agreement (Volume-2 of Tender Document) and instructions of the Mine In-charge. The MDO shall supply raw material to Sand Plant and handle rejects of Sand Plant as per the Approved Mining Plan and Mine Closure Plan, provisions of draft Coal Mining Agreement (Volume-2 of Tender Document) and instructions of the Mine In-charge. The MDO shall deploy the Mining Equipment, HEMM, ancillary & support Equipment in the Mines as per Approved Mining Plan and Mine Closure Plan and provisions of draft Coal Mining Agreement (Volume-2 of Tender Document).
- xix. The MDO shall, at all times, own the Mining Equipment and HEMM deployed in the Mines for Excavation and Transportation of Overburden and Coal and associated ancillary & support activities including reclamation. The Mining Equipment and HEMM deployed by the MDO shall confirm with the provisions/ Specifications of the Approved Mining Plan and Mine Closure Plan or as approved by NLCIL. If MDO fails to deploy the HEMM as per the provisions/ specifications of the Approved Mining Plan and Mine Closure Plan, directives of NLCIL, Damages will be levied as per the provisions of draft Coal Mining Agreement (Volume-2 of Tender Document). In the event of requirement by NLCIL, Environmental authorities, MoEF & CC, Environmental Clearance, Government authorities etc., to deploy electric, CNG, LNG, any alternative fuel- based mining fleet, the MDO, at its own cost and expense, shall adhere to the same and deploy the mining fleet without any recourse to NLCIL.
- xx. Explosives are to be arranged and procured by the MDO, at its own cost, for blasting in mines. The storage facility/ Magazine shall be constructed by the MDO at designated place. The MDO, at its own cost, shall obtain necessary Approvals and licenses for construction of storage facility/ Magazine in the name of NLCIL. Blasting related statutory supervision shall be carried out by NLCIL. Any statutory violations, contraventions identified by NLCIL/ statutory authorities during statutory supervision, inspection shall be immediately rectified by the MDO.
- xxi. The MDO, at its own cost, shall design, procure, construct, commission, operate & maintain all Project Facilities, Statutory mine facilities, Civil and related infrastructure facilities as per the Approved Mining Plan and Mine Closure Plan,

directions of Mine In- Charge, Detailed Project Report for CHP, like approach roads & Coal transportation road (within the Project area), Haul Roads, culverts, bridges, Plant & Equipment, workshop, industrial & drinking water supply facilities including water treatment plant, effluent treatment plant, sewage treatment plant, settling pond(s), reverse osmosis plant, diesel/ CNG/ LNG/ alternative fuel dispensing units, lubricant pumping arrangement, fire fighting arrangement, administrative buildings, functional area buildings etc. The MDO shall at its own cost, design, procure, construct, commission, operate & maintain any other Project Facilities and related infrastructure facilities incidental to mining operation.

xxii. The MDO, at its own cost, shall construct residential & non-residential buildings for MDO's/ its Contractor's/ its Sub- Contractor's manpower. 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. However, the MDO may construct a temporary camp in the Project area to expedite mining & allied activities.

xxiii. The MDO shall make necessary arrangement for drawing power from Odisha Power Transmission Corporation Limited (OPTCL)/ DISCOM/ State Electricity Board (SEB)/ Concerned Authority substation up to the Project to meet the power requirement of MDO & NLCIL. It is mandatory for the MDO to have visited the Site prior to bidding to get acquainted with the location of the OPTCL/ DISCOM/ SEB/ Concerned Authority substation. The MDO shall construct the double-circuit power line from the OPTCL/ DISCOM/ SEB/ Concerned Authority substation to the Project area. The MDO shall also construct the Main Receiving Substation (MRSS) to be located in the mine to meet the electrical power requirement of the services & facilities for the mines and also for both MDO & NLCIL. The Operation and Maintenance of MRSS, transmission lines shall be under the scope of MDO. The location, capacity/ load to be catered by MRSS shall be as per the provisions of Approved Mining Plan and Mine Closure Plan/ DPR of CHP/ directives of NLCIL. Subsequent capacity addition required to feed the loads of electric mining fleet, conveyor system shall also be carried out by the MDO at its own cost & expense. The MDO shall provide requisite number of bays for tapping of power by NLCIL to meet its demand from the Main Receiving Substation of the MDO.

xxiv. The MDO, at its own cost, shall develop, construct and constantly maintain the power distribution substations and arrangements (including reticulation) from its Main Receiving Substation (MRSS) for entire Project inter alia including but not limited to infrastructure facilities, pumping operations, Coal Handling Plant, electric fleet and mining operation. The MDO shall pay for the power consumed by MDO and provide power to NLCIL at rates and on terms no less favorable to NLCIL than those generally available to commercial customers.

xxv. The MDO, at its own cost, shall be responsible for arranging alternate/ Back up power arrangement for meeting the emergency requirements like Pumping, Illumination and any other requirements for uninterrupted operation of the mine. Operation and Maintenance cost of such arrangement including diesel and any

capital replacement shall be borne by MDO. No claim on NLCIL is admissible in case of non- availability of power from the grid or MRSS or alternate/ Backup arrangement.

- xxvi. The MDO, at its own cost, shall perform pumping and drainage of Mine water (ground water & storm water), procure, install, operate & maintain including capital replacement of pumps, pipes, fittings etc., design and construct embankment/ flood protection bund around water bodies, diverted water bodies, nala, streams as per Hydro- geological investigation, Nala diversion study, Embankment study, Approved Mining plan and Mine Closure Plan, conditions of Environment Clearance and directives of Mine In- charge. The 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 its own cost.
- xxvii. The MDO, at its own cost, shall undertake diversion of nala/ streams/ any other water bodies in the Project area as per EIA- EMP report approved by MoEF&CC/ Approved Nala diversion study report/ Approved Mining plan and Mine Closure Plan/ conditions of Environment Clearance/ as directed by NLCIL.
- xxviii. The MDO shall, at its own cost and expense, procure HSD, lubricants, CNG, LNG, any alternative fuel for mining. Further, the MDO shall set up and maintain HSD, lubricant, CNG, LNG, any alternative fuel storage facility with Approval from PESO/ Statutory Authorities/ any other Government Instrumentalities. The MDO shall maintain sufficient stock of the above items for uninterrupted operation of mines. In case of requirement to deploy electric mining fleet, the MDO shall, at its own cost and expense, augment the capacity of MRSS, transmission lines from OPTCL/ DISCOM/ SEB/ Concerned Authority substation to the Project area, obtain the required statutory permissions, procure electricity, install charging infrastructure and operate & maintain the mining fleet.
- xxix. The MDO, at its own cost, shall prepare a Detailed Project Report (DPR) and carry out Detailed Engineering for Coal Handling Plant comprising of stocking arrangements, loading arrangements, re- handling arrangements, coal Depot(s)/ Coal Stockyard(s), conveyor system, Silo with rapid loading system and other associated systems required for Coal Handling Plant to Deliver coal. The DPR and report of Detailed Engineering of CHP shall form the specifications and standards for construction, testing, operation and maintenance of CHP.
- xxx. The MDO, at its own cost, shall design and construct the CHP comprising, including but not limited to, Coal Depot(s)/ Coal Stockyard(s), conveyors, loading end bunker, coal feeding arrangements, reclaiming arrangements/ conveyors, cross country conveyors and other infrastructure facilities like Electrical substation, roads, bridges, buildings, complete for loading, transportation and delivery of ROM coal to the Delivery Point(s).
- xxxi. The Operation & Maintenance (O&M) of above infrastructures including receiving coal at Coal Depot(s)/ Coal Stockyard(s), conveying, loading into the Silo, loading into the wagons, loading into the Coal Receiving Arrangements/ Conveyor(s),

loading into trucks shall be carried out by MDO as specified/ as per the provisions of Coal Mining Agreement and DPR of CHP. The MDO shall operate and maintain the above including power cost, all spares and consumables as well as capital replacement, alternate/ Back up power arrangement and all other arrangements necessary for uninterrupted operation of CHP as specified/ as per the provisions of Coal Mining Agreement and DPR of CHP. Size of the coal Delivered shall be within the limit of 100mm (i.e., -100mm).

xxxii. NLCIL shall construct the Railway siding near the Site. The MDO shall be responsible for receiving coal at Coal Depot(s)/ Coal Stockyard(s), conveying, loading to consumers/ trucks of the logistics agency through Truck Loading Station, loading into the Silo, loading into the wagons, loading into conveyors, Coal Receiving Arrangement(s) as per the provisions of Coal Mining Agreement/ DPR of CHP. The MDO shall coordinate & liaison with Railway authorities, for construction of Inner corridor, Outer corridor to establish connectivity with Jarapada, Budhapank railway stations. The MDO shall coordinate & liaison with Railway authorities for construction of Railway siding by NLCIL.

xxxiii. Loading of coal into Railway Wagon from the Wharf Wall loading platform shall be carried out using acceptable mechanical means at Railway Siding near the Site. Mechanical means of loading arrangements shall be adopted by the MDO for loading of coal into Railway Wagon from the Wharf Wall loading platform whenever warranted. NLCIL shall bear the O&M cost of the Railway Siding as per the requirements of Indian Railways.

xxxiv. In the event of non- commissioning of CHP or Truck loading system or Railway Siding or Coal Receiving Arrangements/ Conveyor(s) or till commissioning of the CHP/ Truck loading system/ Silo/ receiving conveyors/ any other infrastructure for loading of coal or in the event of breakdown of the above system, the MDO shall load the coal to consumers/ trucks of the logistics agency as instructed by Mine In-charge. No separate charges will be paid by NLCIL for such loading into consumers/ trucks of logistic agencies. Upon commissioning/ resumption of operation (after breakdown) of CHP/ Truck loading system/ Silo/ Railway siding/ Coal Receiving Arrangements/ Conveyor(s)/ any other infrastructure, MDO, at its own cost, shall load, transport & Deliver coal from Coal Depot(s)/ Coal Stockyard(s) to CHP/ Truck loading system/ Railway siding/ Coal Receiving Arrangements/ Conveyor(s). If warranted, in the event of non- commissioning/ breakdown of CHP/ Silo, the MDO shall load, transport & Deliver coal in to wagons at railway siding or Coal Receiving Arrangements/ Conveyor(s). For further details, please refer Annex II, Schedule- B of draft Coal Mining Agreement (Volume-2 of Tender Document).

xxxv. The MDO, at its own cost, shall obtain necessary approvals and undertake the diversion of all public roads/ katcha roads within the Project area.

xxxvi. Unless otherwise specified, the MDO, at its own cost, shall obtain necessary approvals and undertake the shifting of existing utility(ies) including but not limited to electricity/ power lines (Ultra High Tension/ voltage, Extra High Tension, High

Tension, Low Tension, lighting lines/ cables, underground lines/ cables, other cables), substations, cables, water pipes/ lines, gas line, telephone lines/ cables, internet cables, water distribution stations, Nalas, public property and any other obstructing utilities within the Project area. The cost of such diversion/ shifting shall be borne by MDO.

- xxxvii. The MDO, at its own cost, shall perform all activities related to Progressive (Concurrent) Mine Closure (PMC), Final Mine Closure (FMC), physical and biological reclamation as per the Approved Mining plan & Mine Closure Plan, Final Mine Closure Plan, Environmental Clearance, directives of Mine In-charge and to the complete satisfaction of Coal Controller.
- xxxviii. The MDO shall carry out re- handling of OB and handle the rejects of Sand Plant as per the requirement of NLCIL. The Charges for Re-handling of OB and handling of rejects are not included in the Base Mining Charge. Separate Charges for such re-handling of OB shall be paid by NLCIL as per the clause 36.2 of draft Coal Mining Agreement (Volume-2 of Tender Document).
- xxxix. The MDO, at its own cost, shall perform operation and maintenance of mine in accordance with the provisions of this Agreement. The MDO shall ensure regular supply of scheduled quantity of OB, raw material for Sand Plant and Coal as per Annual Production Programme at the Delivery Point(s).
- xl. The MDO shall be responsible for the security of the Mine as per the provisions of Article- 26 and other provisions of draft Coal Mining Agreement (Volume-2 of Tender Document).
- xli. The MDO, at its own cost, shall carry out any other scientific studies required for the Project or such studies required by the Statutory Authorities, required for compliance of the conditions imposed in EC, FC, CTE, CTO, similar statutory Approvals/ permissions/ clearances. The MDO, at its own cost, on behalf of NLCIL, shall comply with all the conditions stipulated in/ by scientific studies, EC, FC, CTE, CTO, DGMS, GWCA, PESO, CCO, RLC and other statutory Authorities in granting Approvals/ permissions/ grants/ Applicable Permits (including renewals) for the development, operation and maintenance of the mines.
- xlii. Unless otherwise specified, any statutory fees, remittance, levies in obtaining statutory Approvals/ permissions/ grants shall be borne by the MDO.
- xliii. Performance and fulfillment of all other obligations of the MDO in accordance with the provisions of draft Coal Mining Agreement (Volume-2 of Tender Document) and matters incidental thereto or necessary for the performance of any or all of the obligations of the MDO under draft Coal Mining Agreement (Volume-2 of Tender Document).
- xliv. Any and all other works and activities which are not specifically stated herein above but can be reasonably inferred from above for the development, operation and maintenance of the mines.

6.2 The quoted price for Charges for Pre- Development Clearances and Activities, Base Mining

Charge, Charges for OB Re- handling and Charges for obtaining Physical possession of land shall be paid appropriately by NLCIL for the entire Scope of work as specified in the draft CMA (Volume 2 of the Tender Document). No charges other than the charges referred above and elsewhere in this Agreement shall be payable separately by NLCIL for the Scope of the works of CMA.

- 6.3 The detailed Scope of work is furnished in Articles, Schedule -T and other Schedules of draft Coal Mining Agreement (Volume-2 of Tender Document).
- 6.4 The Scope of works elaborated under the Articles and Schedules are not conclusive or exhaustive Scope of activities expected to be performed by MDO. Any other ancillary or incidental works thereto which are necessary for smooth performance of the MDO including development, operation, maintenance, production, Delivery of coal shall be carried out at MDO's own cost unless otherwise specifically mentioned under the Scope of NLCIL. Any other activity which is necessary for discharging obligations of MDO under draft Coal Mining Agreement (Volume-2 of Tender Document) and to fulfill statutory requirements is deemed to be included in the Scope of MDO for reliable and efficient development, operation and maintenance of the Mine unless specifically excluded in draft Coal Mining Agreement (Volume-2 of Tender Document).

The above clause is to be construed that, the MDO shall perform any obligation that is considered by NLCIL as reasonably required for reliable and efficient development, operation, maintenance, production, Delivery of coal.

- 6.5 Risk and cost of carrying out the activities/ works, which are in the Scope of MDO but carried out by NLCIL:

During the term of Coal Mining Agreement (Volume-2 of Tender Document), in case the MDO fails to perform or non- performed/ breached the terms and obligations as per the provisions of the scope of work of MDO, the Mine In- Charge shall issue a due notice to the MDO to perform and carry out such work.

In case, the MDO fails to commence to perform and carry out such obligations as necessary under Coal Mining Agreement (Volume-2 of Tender Document) within 15 days of issuance of due notice by Mine In- Charge, without pre- juice to the terms of Coal Mining Agreement (Volume-2 of Tender Document), NLCIL reserves the right to undertake such activities/ works at the cost and risk of MDO. The cost so incurred by NLCIL shall be recovered from any amounts payable by NLCIL to the MDO. However, the right of NLCIL to undertake such activities shall not absolve MDO from any of its responsibilities in respect of activities which are in the scope of MDO.

7.0 CONTRACT PERIOD & TIME SCHEDULE:

- 7.1 "Contract Period" shall mean the period (i) of 30 years starting on and from the LOA Date or (ii) 25 years commencing from the Coal production start date or (iii) till expiry / termination of the Mining lease or (iv) till termination of Coal Mine Development and Production Agreement or (v) till the date of termination of Coal Mining Agreement by NLCIL or (vi) Completion of total scheduled quantity of both OB and Coal as per clause 28.2.1 and 29.2.1 of the Coal Mining Agreement, whichever occurs earlier;
- 7.2 Provided that, not later than one (1) year prior to the expiry of the Contract Period, the Parties may, with mutual agreement, extend the Contract Period for a further period not exceeding

ten (10) years, in successive terms and on such terms and conditions as the Parties may mutually agree.

7.3 The detailed Time Schedule is indicated in Schedule-G of draft Coal Mining Agreement (Volume-2 of Tender Document).

8.0 SPECIAL NOTE AND INFORMATION REGARDING TENDER

8.1 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.

8.2 Any offer received after the expiry of the time specified for receiving the offers is liable for rejection.

8.3 NLCIL reserves the right to reject any bid or all bids received at its discretion without assigning any reason whatsoever.

8.4 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.

8.5 NLCIL shall not be responsible for any delay, loss or non-receipt of the document, any letter which is sent through post/courier/e-mail either way.

8.6 The bidders shall upload the documentary evidence for remittance of cost of Tender Documents, Proof of submission of Bid Guarantee amount, Power of Attorney as per Annexure-4 or 5, Integrity Pact as per Annexure-12, if and as applicable, Notarised copy of Joint Venture Agreement/Consortium Agreement, if and as applicable, Consortium Operating Agreement as per Annexure-8, if applicable, Joint Operating Agreement as per Annexure-9 and letter of undertaking, if applicable and Affidavit as per Annexure-10 on or before the Date & Time indicated in the Schedule of Tender. Bids submitted by Fax/Email will not be accepted.

8.7 Tender Document consists of Volume-1 (Notice Inviting Bid and Instruction to Bidders) and Volume-2 (Draft Coal Mining Agreement).

8.8 The Micro and small scale Units registered under single point registration scheme of the NSIC/ covered under MSMED Act, 2006/MSME are exempted from payment of Tender fee, provided that the product range mentioned in the certificate is the same or similar to our requirements.

8.8.1 They are also exempted from furnishing Bid Guarantee, provided that such Micro and Small Scale Units are registered under single point registration scheme of NSIC/covered under MSMED Act, 2006/MSME and the same is valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to our requirements.

-S/d-
GENERAL MANAGER/CONTRACTS